



City Council Agenda

Monday, June 20, 2011

6:00 p.m.

City Council Chambers

(Times are Approximate)

- | | |
|-----------|--|
| 6:00 p.m. | 1. Roll Call
Voting & Seating Order for June: Johnson, Pust, Willmus, McGehee, Roe |
| 6:02 p.m. | 2. Approve Agenda |
| 6:05 p.m. | 3. Public Comment |
| 6:10 p.m. | 4. Council Communications, Reports and Announcements |
| | 5. Recognitions, Donations and Communications |
| 6:15 p.m. | 6. Approve Minutes
a. Approve Minutes of June 13, 2011 Meeting |
| 6:20 p.m. | 7. Approve Consent Agenda
a. Approve Payments
b. Approve Business Licenses
c. Approve new Information Technology Joint Powers Agreement with the City of Maplewood
d. Approve Joint Powers Agreement with TIES for access to City-owned Fiber Network |
| 6:30 p.m. | 8. Consider Items Removed from Consent |
| | 9. General Ordinances for Adoption |
| | 10. Presentations
a. Leisure Vision Parks and Recreation Survey
b. Joint Meeting with Parks and Recreation Commission
c. Grass Lake Watershed Management Organization Board |
| | 11. Public Hearings |
| | 12. Business Items (Action Items)
a. Consider Contract to Prepare Environmental Documentation for the Twin Lakes AUAR Subarea I |
| 8:35 p.m. | |

Infrastructure Improvements

- 8:40 p.m. b. Consider City Abatement for Unresolved Violations of City Code at 2941 Rice Street
- 8:50 p.m. c. Consider Accepting a Livable Housing Incentives Account Grant for Sienna Green II and enter into a Memorandum of Understanding with AEON
- 8:55 p.m. d. Consider a Resolution to Approve a Development Agreement with Sienna Green II Limited Partnership Dedicating Tax Increment from TIF District No. 18

13. Business Items – Presentations/Discussions

- 9:05 p.m. a. Part II of the CIP Recommendation Report

9:30 p.m. **14. City Manager Future Agenda Review**

9:35 p.m. **15. Councilmember Initiated Items for Future Meetings**

9:45 p.m. **16. Adjourn**

Some Upcoming Public Meetings.....

Tuesday	Jun 21	6:00 p.m.	Housing & Redevelopment Authority
Tuesday	Jun 21	6:30 p.m.	P&R Commission – Special Meeting regarding Master Plan
Monday	Jun 27	-	Rosefest Parade
Tuesday	Jun 28	6:30 p.m.	Public Works, Environment & Transportation Commission
Wednesday	Jul 6	6:30 p.m.	Planning Commission
Monday	Jul 11	6:00 p.m.	City Council Meeting
Monday	Jul 18	6:00 p.m.	City Council Meeting

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

Date: 6/20/11

Item: 6.a

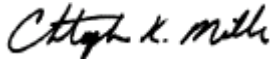
Approve 6/13/11 Minutes

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 6/20/2011
Item No.: 7.a

Department Approval



City Manager Approval



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	\$1,455,962.77
62854-62938	\$1,233,081.14
Total	\$2,689,043.91

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director
Attachments: A: n/a

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 6/15/2011 - 8:10 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/07/2011	General Fund	209000 - Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	221.87
0	06/07/2011	General Fund	209001 - Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	316.19
0	06/07/2011	General Fund Donations	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	6.08
0	06/07/2011	Information Technology	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	-329.12
0	06/07/2011	Recreation Fund	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	1,933.58
0	06/07/2011	Recreation Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	59.37
0	06/07/2011	P & R Contract Maintenance	Sales Tax	MN Dept of Revenue-ACH	Sales/Use Tax	28.37
0	06/07/2011	License Center	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	512.70
0	06/07/2011	License Center	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	6.28
0	06/07/2011	Police Forfeiture Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	1,991.40
0	06/07/2011	Sanitary Sewer	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	12.62
0	06/07/2011	Sanitary Sewer	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	7.37
0	06/07/2011	Water Fund	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	17,740.79
0	06/07/2011	Water Fund	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	25.59
0	06/07/2011	Golf Course	State Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	863.42
0	06/07/2011	Golf Course	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	14.13
0	06/07/2011	Storm Drainage	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	6.14
0	06/07/2011	Storm Drainage	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	13.06
0	06/07/2011	Housing & Redevelopment Agency	Sales Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	-53.67
0	06/07/2011	Housing & Redevelopment Agency	Use Tax Payable	MN Dept of Revenue-ACH	Sales/Use Tax	238.83
0	06/07/2011	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 5/3 Payroll	4,257.06
0	06/07/2011	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 5/3 Payroll	30,472.23
0	06/07/2011	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 5/3 Payroll	40,099.00
0	06/07/2011	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for MDCP 5/3 Pay	9,253.00
0	06/07/2011	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit For 5/3 Payroll	47,206.35
0	06/07/2011	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit For 5/3 Payroll	18,768.93
0	06/07/2011	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit For 5/3 Payroll	24,719.72
0	06/07/2011	Water Fund	Water - Roseville	City of Roseville- ACH	April Water	700.18
0	06/07/2011	General Fund	Motor Fuel	MN Dept of Revenue-ACH	April Fuel Tax	158.95
0	06/07/2011	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 5/3 Payroll	19,134.58
0	06/07/2011	Sanitary Sewer	Credit Card Service Fees	Applied Merchant Services-ACH	April UB Payments.com Charges	1,082.23
0	06/07/2011	Internal Service - Interest	Investment Income	RVA- ACH	April Interest	42.36
0	06/07/2011	Recreation Fund	Credit Card Fees	US Bank-ACH	April Terminal Charges	273.96
0	06/07/2011	Sanitary Sewer	Credit Card Service Fees	US Bank-ACH	April Terminal Charges	504.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/07/2011	Golf Course	Credit Card Fees	US Bank-ACH	April Terminal Charges	270.20
0	06/07/2011	Cable - Educational Access	Miscellaneous Expense	North Suburban Access-ACH	Remit Funds	33,859.85
0	06/07/2011	Cable - Equipment Fund	Miscellaneous	North Suburban Access-ACH	Remit Funds	610,509.47
0	06/07/2011	North Suburban Access Corp	Miscellaneous Expense	North Suburban Access-ACH	Remit Funds	377,751.37
0	06/07/2011	General Fund	210300 - State Income Tax W/H	MN Dept of Revenue-ACH	State Tax Deposit for 5/17 Payroll	19,901.47
0	06/07/2011	General Fund	211404 - MN State Retirement	MN State Retirement System-ACH	Payroll Deduction for 5/17 Payroll	4,233.51
0	06/07/2011	General Fund	210400 - PERA Employee Ded.	PERA-ACH	Payroll Deduction for 5/17 Payroll	30,627.58
0	06/07/2011	General Fund	211600 - PERA Employers Share	PERA-ACH	Payroll Deduction for 5/17 Payroll	40,307.87
0	06/07/2011	General Fund	211000 - Deferered Comp.	Great West- ACH	Payroll Deduction for MDCP 5/17 Pa	9,253.00
0	06/07/2011	General Fund	211700 - FICA Employers Share	IRS EFTPS- ACH	Federal Tax Deposit For 5/17 Payroll	24,903.85
0	06/07/2011	General Fund	210800 - FICA Employee Ded.	IRS EFTPS- ACH	Federal Tax Deposit For 5/17 Payroll	18,917.85
0	06/07/2011	General Fund	210200 - Federal Income Tax	IRS EFTPS- ACH	Federal Tax Deposit For 5/17 Payroll	47,825.60
0	06/07/2011	Water Fund	Vehicles / Equipment	City of Roseville License Center-ACH	Title & License of Water Vehicle	1,322.50
0	06/07/2011	Workers Compensation	Sewer Department Claims	SFM-ACH	May Work Comp Claims	406.53
0	06/07/2011	Workers Compensation	Parks & Recreation Claims	SFM-ACH	May Work Comp Claims	517.87
0	06/07/2011	Workers Compensation	Police Patrol Claims	SFM-ACH	May Work Comp Claims	3,119.56
0	06/07/2011	Workers Compensation	Street Department Claims	SFM-ACH	May Work Comp Claims	2,564.26
Check Total:						1,446,580.60
0	06/07/2011	Recreation Fund	Operating Supplies	Rainbow Foods-ACH	Tapping Time Supplies	121.42
0	06/07/2011	Information Technology	Office Supplies	UPS Store-ACH	Shipping Adjustment Billing	4.79
0	06/07/2011	Telecommunications	Operating Supplies	S & T Office Products-ACH	Office Supplies	136.99
0	06/07/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	1.21
0	06/07/2011	Recreation Fund	Office Supplies	Setzer Pharmacy-ACH	Sympathy Cards	8.01
0	06/07/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Rural Mailbox	39.61
0	06/07/2011	Recreation Improvements	Central Park Storage	North Hgts Hardware Hank-ACH	Hooks	4.26
0	06/07/2011	Recreation Fund	Miscellaneous	Twin City Saw-ACH	No Receipt	8.50
0	06/07/2011	Recreation Fund	Office Supplies	Target- ACH	Mouse Pad	7.90
0	06/07/2011	Information Technology	Office Supplies	UPS Store-ACH	Return Shipping-4 Network Switches	57.66
0	06/07/2011	General Fund	Training	U of M Blosys/AG Eng-ACH	MN DOT Training-Turner	215.00
0	06/07/2011	General Fund	Training	SOTA-ACH	Special Operations Training-Lowther,	445.00
0	06/07/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	473.57
0	06/07/2011	General Fund	Operating Supplies	Labels Direct-ACH	Labels	79.62
0	06/07/2011	General Fund	209001 - Use Tax Payable	Labels Direct-ACH	Sales/Use Tax	-5.12
0	06/07/2011	General Fund	Contract Maintenance Vehicles	Rosedale Chevrolet-ACH	Vehicle Repair	453.26
0	06/07/2011	Golf Course	Miscellaneous	Integriprint-ACH	Inadvertant Personal Charge-Dietman	195.04
0	06/07/2011	Recreation Fund	Miscellaneous	Play It Again Sports-ACH	No Receipt	10.68
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Treated Wood	77.77
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Spark Plug	12.18
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-ACH	Shop Parts	2.96
0	06/07/2011	Storm Drainage	Operating Supplies	Brock White -ACH	Form Release 5 Gal	53.43
0	06/07/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	76.34
0	06/07/2011	General Fund	Vehicle Supplies	Tousley Ford-ACH	Band	15.76

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/07/2011	General Fund	Vehicle Supplies	Sam Inc.	Shop Oil Change Stickers	90.84
0	06/07/2011	General Fund	209001 - Use Tax Payable	Sam Inc.	Sales/Use Tax	-5.84
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	7.36
0	06/07/2011	Information Technology	Contract Maintenance	Network Solutions-ACH	Domain Renewals	521.82
0	06/07/2011	P & R Contract Maintenance	Miscellaneous	Grainger-ACH	No Receipt	95.61
0	06/07/2011	General Fund	Operating Supplies	Menards-ACH	Mailbox Supplies	235.29
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	12.84
0	06/07/2011	Recreation Fund	Operating Supplies	Wolff Fording Inc- ACH	Dance Costumes	105.80
0	06/07/2011	Sanitary Sewer	Operating Supplies	Menards-ACH	Sawblade	23.74
0	06/07/2011	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Painting Supplies	38.77
0	06/07/2011	Telecommunications	Furniture and Fixtures	Office Depot- ACH	Office Supplies	321.34
0	06/07/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	Arts at the Oval Supplies	326.22
0	06/07/2011	Recreation Fund	Operating Supplies	Target- ACH	Arts at the Oval Supplies	245.46
0	06/07/2011	General Fund Donations	K-9 Supplies	Ray Allen Mfg Co- ACH	K9 Supplies	395.12
0	06/07/2011	General Fund Donations	Use Tax Payable	Ray Allen Mfg Co- ACH	Sales/Use Tax	-25.42
0	06/07/2011	General Fund	Operating Supplies	Menards-ACH	Mailboxes	171.14
0	06/07/2011	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-ACH	Spring Snap	8.33
0	06/07/2011	Recreation Fund	Operating Supplies	Target- ACH	Arts at the Oval Supplies	41.53
0	06/07/2011	General Fund	Operating Supplies	Public Safety Unlimited-ACH	Lapel Mic, Earphones	95.11
0	06/07/2011	General Fund	209001 - Use Tax Payable	Public Safety Unlimited-ACH	Sales/Use Tax	-6.12
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Air Gauge	12.84
0	06/07/2011	General Fund	Operating Supplies	Atlantic Decor-ACH	Blankets For Jail	155.01
0	06/07/2011	General Fund	209001 - Use Tax Payable	Atlantic Decor-ACH	Sales/Use Tax	-9.97
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	MASA-ACH	Next Generation of Parks Class-Even:	95.00
0	06/07/2011	P & R Contract Maintenance	Miscellaneous	Kelsey Wild Bird Store-ACH	No Receipt	80.33
0	06/07/2011	Recreation Fund	Operating Supplies	Pioneer Rim & Wheel-ACH	Trailer Hitch	94.88
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Menards-ACH	Screws, Elbows, Downspout	37.38
0	06/07/2011	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-ACH	Arts at the Oval Supplies	2.02
0	06/07/2011	Golf Course	Operating Supplies	Office Depot- ACH	Printing Supplies	93.18
0	06/07/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	AARP Class Supplies	25.57
0	06/07/2011	Water Fund	Operating Supplies	Best Buy- ACH	Booster	96.40
0	06/07/2011	Recreation Fund	Operating Supplies	Target- ACH	Prizes For Drawing	46.85
0	06/07/2011	General Fund	Miscellaneous	US Bank-ACH	No Receipt	5.00
0	06/07/2011	General Fund	Conferences	Grand View Lodge Nisswa ACH	Conference Lodging	147.48
0	06/07/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Duct Tape, Pliers, Concrete Mix	36.32
0	06/07/2011	General Fund	Office Supplies	UPS Store-ACH	Shipping Charges	8.83
0	06/07/2011	General Fund	Contract Maint. - City Hall	Nitti Sanitation-ACH	Regular Service	153.00
0	06/07/2011	General Fund	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	88.40
0	06/07/2011	General Fund	Contract Maint. - City Garage	Nitti Sanitation-ACH	Regular Service	275.40
0	06/07/2011	General Fund	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	54.40
0	06/07/2011	Golf Course	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	108.80
0	06/07/2011	Recreation Fund	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	224.40
0	06/07/2011	P & R Contract Maintenance	Contract Maintenance	Nitti Sanitation-ACH	Regular Service	516.80
0	06/07/2011	General Fund	Miscellaneous	The Tattoo Shop-ACH	Fraud-Credit Issued 3/11/11	278.31

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/07/2011	Water Fund	Water Meters	Suburban Ace Hardware-ACH	Caulk	2.67
0	06/07/2011	General Fund Donations	Supplies - Target Corp Grant	Byerly's- ACH	Fruit & Cheese Tray-Senior Safety C	74.98
0	06/07/2011	Recreation Fund	Operating Supplies	Target- ACH	Puppet Wagon Supplies	25.70
0	06/07/2011	Recreation Fund	Operating Supplies	PetSmart-ACH	Animal Foods	39.91
0	06/07/2011	Recreation Fund	Operating Supplies	Weissman's Design-ACH	Dance Costumes	386.90
0	06/07/2011	Info Tech/Contract Cities	East Bethel Equipment	Amazon.com- ACH	Memory Upgrade	44.25
0	06/07/2011	Info Tech/Contract Cities	Use Tax Payable	Amazon.com- ACH	Sales/Use Tax	-2.85
0	06/07/2011	License Center	Office Supplies	Target- ACH		35.90
0	06/07/2011	General Fund	Miscellaneous	Homegoods-ACH	Water Dispenser	42.84
0	06/07/2011	Information Technology	Contract Maintenance	Local Link, Inc.-ACH	DNS Hosting-April 2011	107.50
0	06/07/2011	General Fund	Operating Supplies	Laerdal Medical-ACH	EMS Supplies	23.51
0	06/07/2011	Recreation Fund	Operating Supplies	Certified Laboratories-ACH	Cleaning Products	430.90
0	06/07/2011	General Fund Donations	Supplies - Target Corp Grant	Byerly's- ACH	Cheese Tray-Senior Safety Camp	53.55
0	06/07/2011	P & R Contract Maintenance	Temporary Employees	Sprint-ACH	Cell Phones	54.25
0	06/07/2011	Storm Drainage	Telephone	Sprint-ACH	Cell Phones	54.25
0	06/07/2011	General Fund	Operating Supplies	Sprint-ACH	Cell Phones	78.00
0	06/07/2011	Information Technology	Telephone	Sprint-ACH	Cell Phones	82.50
0	06/07/2011	Recreation Fund	Professional Services	Sprint-ACH	Cell Phones	26.00
Check Total:						9,382.17
0	06/09/2011	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	195,351.89
0	06/09/2011	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227	Payroll Deduction for 5/31 Payroll	5,061.83
0	06/09/2011	Housing & Redevelopment Agency	Conferences	Jeanne Kelsey	Urban Land Institute Conference Reir	105.00
0	06/09/2011	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for May Payroll	48.00
0	06/09/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	192.31
0	06/09/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	163.00
0	06/09/2011	General Fund	Transportation	William Malinen	Mileage Reimbursement	39.88
0	06/09/2011	Contracted Engineering Svcs	Deposits	Roseville Area Schools	Escrow Return-1910 County Road B	9,000.00
0	06/09/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	21.98
0	06/09/2011	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	71.26
0	06/09/2011	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	429.55
0	06/09/2011	Special "10" Fund	Professional Service	No Suburban Community Foundati	Remit Proceeds	35,000.00
0	06/09/2011	Telecommunications	Furniture and Fixtures	Tim Pratt	Awards Reimbursement	195.00
0	06/09/2011	Community Development	Professional Services	Bryan Lloyd	Supplies Reimbursement	51.15
0	06/09/2011	Recreation Fund	Printing	Roseville Area Schools	April School Flyers Printing	436.50
0	06/09/2011	Recreation Fund	Printing	Roseville Area Schools	April School Flyers Printing	391.50
0	06/09/2011	Recreation Fund	Printing	Roseville Area Schools	April School Flyers Printing	198.67
0	06/09/2011	Recreation Fund	Printing	Roseville Area Schools	April School Flyers Printing	198.68
0	06/09/2011	General Fund	Vehicle Supplies	Midway Ford Co	Vehicle Supplies	298.09
0	06/09/2011	General Fund	Vehicle Supplies	Midway Ford Co	Vehicle Supplies	386.12
0	06/09/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	541.28
0	06/09/2011	General Fund	Vehicle Supplies	Rigid Hitch Incorporated	Sockets, Mount Plates	136.47
0	06/09/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Batteries	368.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	06/09/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Jump Rack	127.09
0	06/09/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Socket	-48.85
0	06/09/2011	Recreation Fund	Operating Supplies	E-Z Sharp Inc	Grinding Wheels, Hex Tool	585.85
0	06/09/2011	Housing & Redevelopment Agency	Advertising	George Hornik	Living Smarter Banners	3,269.00
0	06/09/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Vehicle Parts	12.44
0	06/09/2011	Recreation Fund	Rental	Roseville Area Schools	Auditorium Rental	485.00
0	06/09/2011	General Fund	Contract Maintenance Vehicles	Midway Ford Co	Vehicle Supplies	338.31
0	06/09/2011	General Fund	Operating Supplies	Certified Laboratories, Inc.	Repair Mortar	506.17
0	06/09/2011	Storm Drainage	Operating Supplies	Certified Laboratories, Inc.	Repair Mortar	506.17
0	06/09/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Battery	108.88
0	06/09/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Refrigerant	261.84
0	06/09/2011	General Fund	Vehicle Supplies	3D Specialties	1.75"x10' Telespar 14 ga. sign posts p	3,635.74
0	06/09/2011	General Fund	Vehicle Supplies	3D Specialties	Shipping & Handling	699.77
0	06/09/2011	Water Fund	Operating Supplies	3D Specialties	Telespar Sign Post	545.74
0	06/09/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	Prosecution Service Through April 30	11,240.00
0	06/09/2011	License Center	Professional Services	Quicksilver Express Courier	Courier Service	151.62
0	06/09/2011	Recreation Fund	Training	Minnesota Recreation & Park Association	Leadership Workshop	25.00
0	06/09/2011	Recreation Fund	Training	Minnesota Recreation & Park Association	Leadership Workshop	25.00
0	06/09/2011	Golf Course	Merchandise For Sale	Hornungs Pro Golf Sales, Inc.	Golf Items for Resale	413.42
0	06/09/2011	Recreation Fund	Operating Supplies	Grainger Inc	Lamps	45.72
0	06/09/2011	Recreation Fund	Operating Supplies	Grainger Inc	V-Belt	31.28
0	06/09/2011	General Fund	Operating Supplies City Garage	Eagle Clan, Inc	Toilet Tissue, Soap, Roll Towels	478.55
0	06/09/2011	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc	2011 Blanket PO for Vehicle Repairs	418.88
0	06/09/2011	General Fund	Vehicle Supplies	CCP Industries Inc	Vehicle Parts	303.20
0	06/09/2011	General Fund	Vehicle Supplies	CCP Industries Inc	Vehicle Parts	84.37
0	06/09/2011	Golf Course	Operating Supplies	Davis Equipment Corp	Tee Towels	98.39
0	06/09/2011	General Fund	Vehicle Supplies	Emergency Automotive Tech Inc	2011 Blanket PO for Vehicle Repairs	784.37
0	06/09/2011	Storm Drainage	Operating Supplies	ESS Brothers & Sons, Inc.	50 Pound Bags Quick Seal	1,954.74
0	06/09/2011	Water Fund	Water Meters	Ferguson Waterworks	Water Meter Supplies	896.13
0	06/09/2011	Water Fund	Water Meters	Ferguson Waterworks	Water Meter Supplies	664.55
0	06/09/2011	Water Fund	Water Meters	Ferguson Waterworks	Water Meter Supplies	1,132.00
Check Total:						278,467.49
62854	06/07/2011	General Fund	Training	MN Board Peace Ofc Stds & Trng	POST License-Justin Gunderson	90.00
Check Total:						90.00
62855	06/09/2011	Water Fund	Accounts Payable	169 PARTNERSHIP	Refund Check	75.00
Check Total:						75.00
62856	06/09/2011	Water Fund	Accounts Payable	JUAN ACAALCACAR	Refund Check	75.92
Check Total:						75.92
62857	06/09/2011	Water Fund	Accounts Payable	TIM ALMQUIST	Refund Check	55.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62858	06/09/2011	General Fund	Contract Maintenance Vehicles	American Test Center Inc.	Check Total: Ladder 38 Test & Inspection	55.17 1,575.00
62859	06/09/2011	Water Fund	Accounts Payable	GARRY ANDERSEN	Check Total: Refund Check	1,575.00 31.56
62860	06/09/2011	Recreation Fund	Fee Program Revenue	Stephen Anderson	Check Total: Key Deposit Refund	31.56 25.00
62861	06/09/2011	Water Fund	Accounts Payable	MICHAEL ASCHER	Check Total: Refund Check	25.00 113.91
62862	06/09/2011	Water Fund	Accounts Payable	SHANNON ASFELD	Check Total: Refund Check	113.91 75.00
62863	06/09/2011	Recreation Fund	Professional Services	Joel Bates	Check Total: Lacrosse League Coach	75.00 315.00
62864	06/09/2011	Golf Course	Vehicle Supplies	BDI	Check Total: Ball Bearing	315.00 47.07
62864	06/09/2011	Golf Course	Use Tax Payable	BDI	Sales/Use Tax	-3.03
62865	06/09/2011	Recreation Fund	Professional Services	Madeline Bean	Check Total: Assistant Dance Instructor	44.04 21.00
62866	06/09/2011	Water Fund	Accounts Payable	CARMELLA BLOMBERG	Check Total: Refund Check	21.00 79.95
62867	06/09/2011	Pathway Maintenance Fund	Contract Maintenance	BNSF Railway Company	Check Total: Cty Rd C Pathway Annual Right of W	79.95 12,875.00
62868	06/09/2011	General Fund	Vehicle Supplies	Boyer Sterling Trucks Inc	Check Total: Vehicle Parts	12,875.00 10.34
62869	06/09/2011	General Fund	Office Supplies	Business Data Record Services	Check Total: Shredding Service	10.34 6.00
62869	06/09/2011	General Fund	Office Supplies	Business Data Record Services	Shredding Service	10.00
62869	06/09/2011	Community Development	Operating Supplies	Business Data Record Services	Shredding Service	20.00
62869	06/09/2011	General Fund	Operating Supplies	Business Data Record Services	Shredding Service	44.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	80.00
62870	06/09/2011	Golf Course	Merchandise For Sale	Callaway Golf Company	Golf Supplies for Sale	71.06
					Check Total:	71.06
62871	06/09/2011	Golf Course	Merchandise For Sale	Capitol Beverage Sales, LP	Beverages for Resale	84.50
					Check Total:	84.50
62872	06/09/2011	General Fund	Training	CCS Incorporated	Rope Rescue Training	4,950.00
					Check Total:	4,950.00
62873	06/09/2011	Water Fund	Accounts Payable	TERRANCE CHROMEY	Refund Check	73.36
					Check Total:	73.36
62874	06/09/2011	Golf Course	Merchandise For Sale	Coca Cola Refreshments	Beverages for Resale	344.50
					Check Total:	344.50
62875	06/09/2011	Storm Drainage	Operating Supplies	Commercial Asphalt Co	Asphalt	394.00
62875	06/09/2011	Water Fund	Operating Supplies	Commercial Asphalt Co	Asphalt	7,818.23
					Check Total:	8,212.23
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for Model 35 Meters, Pot	292.00
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for Model 25 Meters, Pot	1,825.00
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	Sales Tax	315.65
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for Model 35 Meters, Pot	310.57
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for Model 120 Meters, Pot	760.00
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for Model 70 Meters, Pot	935.42
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for 2" Compund Meters,	517.85
62876	06/09/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE Heads for 2" Compund Meters,	1,912.83
					Check Total:	6,869.32
62877	06/09/2011	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.		210.24
					Check Total:	210.24
62878	06/09/2011	Water Fund	Accounts Payable	FIELD ASSET SERVICES INC.	Refund Check	10.55
					Check Total:	10.55
62879	06/09/2011	Recreation Fund	Fee Program Revenue	Shirley Friberg	Key Deposit Refund	25.00
					Check Total:	25.00
62880	06/09/2011	Water Fund	Accounts Payable	G JOHNSON MANAGEMENT LLC	Refund Check	75.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						75.00
62881	06/09/2011	Boulevard Landscaping	Operating Supplies	Gertens Greenhouses	Garden Supplies, Flowers	1,608.47
Check Total:						1,608.47
62882	06/09/2011	Water Fund	Accounts Payable	ROGER GILBERTSON	Refund Check	37.12
62882	06/09/2011	Sanitary Sewer	Accounts Payable	ROGER GILBERTSON	Refund Check	7.67
Check Total:						44.79
62883	06/09/2011	Water Fund	Accounts Payable	JOHN HANSBERGER	Refund Check	75.00
Check Total:						75.00
62884	06/09/2011	Water Fund	Operating Supplies	Hewlett-Packard Company	Computer Supplies	319.94
62884	06/09/2011	Sanitary Sewer	Operating Supplies	Hewlett-Packard Company	Computer Supplies	319.94
62884	06/09/2011	Storm Drainage	Operating Supplies	Hewlett-Packard Company	Computer Supplies	319.93
Check Total:						959.81
62885	06/09/2011	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956	Payroll Deduction for 5/31 Payroll	538.83
Check Total:						538.83
62886	06/09/2011	General Fund	Operating Supplies	Impressive Print	Business Cards	37.41
62886	06/09/2011	Community Development	Operating Supplies	Impressive Print	Business Cards	37.40
Check Total:						74.81
62887	06/09/2011	General Fund	211202 - HRA Employer	ING ReliaStar	High Deductable Savings Account-Ju	9,701.00
Check Total:						9,701.00
62888	06/09/2011	General Fund	Contract Maint. - City Hall	Jeff's S.O.S. Drain Cleaning, Corp.	High Pressure Water Jetting	343.75
Check Total:						343.75
62889	06/09/2011	Recreation Fund	Professional Services	Casey Kohs	Dance Instruction	80.50
Check Total:						80.50
62890	06/09/2011	General Fund	Vehicle Supplies	Larson Companies	Filters	24.27
62890	06/09/2011	General Fund	Vehicle Supplies	Larson Companies	Ford Pads	78.17
Check Total:						102.44
62891	06/09/2011	Risk Management	Insurance	League of MN Cities Ins Trust	2nd Installment	37,231.50
Check Total:						37,231.50
62892	06/09/2011	General Fund	210600 - Union Dues Deduction	LELS	Payroll Deduction for June Payroll	1,470.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						1,470.00
62894	06/09/2011	General Fund	Professional Services	Linn Building Maintenance	Building Cleaning	3,345.51
62894	06/09/2011	General Fund	Professional Services	Linn Building Maintenance	Building Cleaning	424.22
62894	06/09/2011	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning	1,050.90
62894	06/09/2011	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning	838.79
62894	06/09/2011	License Center	Professional Services	Linn Building Maintenance	Building Cleaning	626.68
62894	06/09/2011	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	Building Cleaning	944.84
Check Total:						7,230.94
62895	06/09/2011	Recreation Fund	Professional Services	Kyle Lodahl	Lacrosse Officiating	76.00
Check Total:						76.00
62896	06/09/2011	Telecommunications	Conferences	MAGC	Communications Conference-Pratt	35.00
Check Total:						35.00
62897	06/09/2011	Recreation Fund	Professional Services	Anthony Magistad	Tennis Instructor	36.00
Check Total:						36.00
62898	06/09/2011	General Fund	Vehicle Supplies	McDonald Battery Co Inc.	12 Volt Batteries	32.05
Check Total:						32.05
62899	06/09/2011	Sanitary Sewer	CIP Sewer Lining	Michels Corporation	Sewer Lining	191,918.15
Check Total:						191,918.15
62900	06/09/2011	Recreation Fund	Professional Services	Michael Miller	Adult Softball Umpires (190 Games)	4,420.00
62900	06/09/2011	Recreation Fund	Professional Services	Michael Miller	Adult Softball Umpires (190 Games)	4,563.00
Check Total:						8,983.00
62901	06/09/2011	Water Fund	Accounts Payable	MN BPO	Refund Check	75.00
Check Total:						75.00
62902	06/09/2011	Water Fund	Accounts Payable	MS RELOCATION SERVICES	Refund Check	50.57
Check Total:						50.57
62903	06/09/2011	General Fund	Employer Insurance	NJPA	Health Insurance Premium for June 21	843.42
62903	06/09/2011	General Fund	211501 -Dental Ins Employer	NJPA	Health Insurance Premium for June 21	67,172.80
62903	06/09/2011	General Fund	211400 - Medical Ins Employee	NJPA	Health Insurance Premium for June 21	8,096.46
62903	06/09/2011	General Fund	211400 - Medical Ins Employee	NJPA	Health Insurance Premium for June 21	16,345.82
Check Total:						92,458.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62904	06/09/2011	Street Construction	Dale St btw Cty C & S Owasso	North Valley, Inc.	Mill & Overlay	36,470.23
62904	06/09/2011	Water Fund	Dale St btw Cty C & S Owasso	North Valley, Inc.	Mill & Overlay	80,065.47
62904	06/09/2011	Sanitary Sewer	Dale St btw Cty C & S Owasso	North Valley, Inc.	Mill & Overlay	431.30
62904	06/09/2011	Street Construction	2011 PMP	North Valley, Inc.	Mill & Overlay	28,137.95
62904	06/09/2011	Street Construction	2011 PMP	North Valley, Inc.	Mill & Overlay	49,539.30
62904	06/09/2011	Storm Drainage	Alladin Street BMP	North Valley, Inc.	Mill & Overlay	3,187.10
Check Total:						197,831.35
62905	06/09/2011	Water Fund	Accounts Payable	OLSEN REAL ESTATE GROUP	Refund Check	21.71
Check Total:						21.71
62906	06/09/2011	Recreation Fund	Professional Services	Donald Peterson	Lacrosse Officiating	35.00
62906	06/09/2011	Recreation Fund	Professional Services	Donald Peterson	Lacrosse Officiating	35.00
Check Total:						70.00
62907	06/09/2011	Police Forfeiture Fund	Professional Services	Scott Peterson	Reimbursement for Forfeited Vehicle	3,565.00
Check Total:						3,565.00
62908	06/09/2011	General Fund	Vehicle Supplies	Philips Healthcare	HeartStart Smart Pads	870.39
Check Total:						870.39
62909	06/09/2011	Telecommunications	Postage	Postmaster- Cashier Window #5	Newsletter Postage-Acct 2437	2,300.00
Check Total:						2,300.00
62910	06/09/2011	Golf Course	Operating Supplies	Precision Turf & Chemical, Inc	Grass Seed	2,497.88
Check Total:						2,497.88
62911	06/09/2011	Water Fund	Accounts Payable	PRESBYTERIAN HOMES	Refund Check	71.18
62911	06/09/2011	Water Fund	Accounts Payable	PRESBYTERIAN HOMES	Refund Check	999.00
62911	06/09/2011	Sanitary Sewer	Accounts Payable	PRESBYTERIAN HOMES	Refund Check	1,110.00
Check Total:						2,180.18
62912	06/09/2011	Sanitary Sewer	Professional Services	Quality Cutting & Coring, Inc.	Core Drilling	300.00
Check Total:						300.00
62913	06/09/2011	Storm Drainage	Rental	Railroad Management Co. III, LLC	Pipeline Crossing Rent	109.81
62913	06/09/2011	Storm Drainage	Rental	Railroad Management Co. III, LLC	Pipeline Crossing Rent	109.81
Check Total:						219.62
62914	06/09/2011	Water Fund	Accounts Payable	REALTY GROUP INC.	Refund Check	161.23

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62915	06/09/2011	Singles Program	Operating Supplies	Ron Rieschl	Check Total:	161.23
					Singles Supplies Reimbursement	20.00
62916	06/09/2011	General Fund	Contract Maint. - City Hall	Schindler Elevator Corporation	Check Total:	20.00
					Regular Service	1,167.42
62917	06/09/2011	Recreation Fund	Professional Services	Melissa Schuler	Check Total:	1,167.42
					Assistant Dance Instructor	45.50
62918	06/09/2011	Recreation Fund	Fee Program Revenue	Davashish Shrivastava	Check Total:	45.50
					Shelter Key Deposit Refund	25.00
62919	06/09/2011	Recreation Fund	Fee Program Revenue	Christine Smither	Check Total:	25.00
					Key Deposit Refund	25.00
62920	06/09/2011	Water Fund	St. Paul Water	St. Paul Regional Water Services	Check Total:	25.00
					Water	254,798.60
62921	06/09/2011	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD	Check Total:	254,798.60
					Case #: 09-06243-0	68.90
62922	06/09/2011	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Check Total:	68.90
					HRA Meeting Minutes	149.50
62922	06/09/2011	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	4.44
62923	06/09/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Check Total:	153.94
					Vehicle Supplies	1,182.59
62923	06/09/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Vehicle Supplies	491.92
62924	06/09/2011	Public Works Vehicle Revolving	Public Works Vehicles	Towmaster	Check Total:	1,674.51
					Truck, Box, Hydraulics, Plow, Wing, F	80,837.04
62925	06/09/2011	General Fund	Vehicle Supplies	Tri State Bobcat	Check Total:	80,837.04
					2011 Blanket PO for Vehicle Repairs	12.65
62926	06/09/2011	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	Check Total:	12.65
					2011 Blanket PO for Right of Way W	184.26
62926	06/09/2011	General Fund	Contract Maint. - City Hall	Trugreen L.P.	Spring Application	86.57
62926	06/09/2011	General Fund	Contract Maint. - City Hall	Trugreen L.P.	Spring Application	242.62
62926	06/09/2011	General Fund	Contract Maint. - City Garage	Trugreen L.P.	Spring Application	107.95

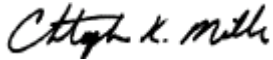
Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
62926	06/09/2011	General Fund	Contract Maint. - City Garage	Trugreen L.P.	Spring Application	91.92
62926	06/09/2011	General Fund	Contract Maint. - City Hall	Trugreen L.P.	Spring Application	253.31
62926	06/09/2011	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2011 Blanket PO for Right of Way Wi	83.37
62926	06/09/2011	Boulevard Landscaping	Operating Supplies	Trugreen L.P.	2011 Blanket PO for Right of Way Wi	85.50
Check Total:						1,135.50
62927	06/09/2011	General Fund	Vehicle Supplies	United Rentals Northwest, Inc.	Spark Plug	24.15
Check Total:						24.15
62928	06/09/2011	General Fund	Contract Maintenance	Upper Cut Tree Service	Blanket PO for tree removal (Bouleva	721.41
Check Total:						721.41
62929	06/09/2011	Recreation Improvements	Evergreen Backstop&Net Repair	Upper Midwest Athletic Const. Inc.	Backstop and netting repair @ Evergr	13,500.00
Check Total:						13,500.00
62930	06/09/2011	Recreation Fund	Operating Supplies	US Bank	Run for the Roses Change	150.00
Check Total:						150.00
62931	06/09/2011	General Fund	Vehicle Supplies	Valley National Gases	Acetylene, Oxygen, Helium	49.22
Check Total:						49.22
62932	06/09/2011	Golf Course	Green Fees	Mary Van Berkel	Golf League Refund	105.00
62932	06/09/2011	Golf Course	Junior Golf League Registratio	Mary Van Berkel	Golf League Refund	5.00
Check Total:						110.00
62933	06/09/2011	Recreation Fund	Professional Services	Kristina Van Deusen	Assistant Dance Instructor	60.00
Check Total:						60.00
62934	06/09/2011	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	130.10
Check Total:						130.10
62935	06/09/2011	Water Fund	Accounts Payable	DARCIE WALDVOGEL	Refund Check	7.86
Check Total:						7.86
62936	06/09/2011	Water Fund	Accounts Payable	WM WILSON	Refund Check	65.20
Check Total:						65.20
62937	06/09/2011	Recreation Fund	Professional Services	Jeff Zenner	Lacrosse Officiating	70.00
Check Total:						70.00
62938	06/09/2011	General Fund	Vehicle Supplies	Zep Manufacturing Co	Brake Wash, Cleaning Supplies	150.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
Check Total:						150.53
Report Total:						2,689,043.91

REQUEST FOR COUNCIL ACTION

Date: 6/20/11
Item No.: 7 . b

Department Approval



City Manager Approval



Item Description: Approval of 2011/2012 Business Licenses

BACKGROUND

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

Cigarette/Tobacco Product License

J.R . Fielding Co.
1767 Lexington Ave N
Roseville, MN 55113

Gasoline Station License

Dave's Roseville Auto Care, Inc.
2171 N Hamline Ave
Roseville, MN 55113

Massage Therapist License

Therese Picha
At Wellspring Therapeutic Massage
1315 Larpenteur Ave W Ste A5
Roseville, MN 55113

Vonnie Hoschette
At VMH Therapies
3101 Old Highway 8 Ste 202
Roseville, MN 55113

Massage Therapy Establishment

VMH Therapies
3101 Old Hwy 8 Ste 202
Roseville, MN 55113

31

32 **POLICY OBJECTIVE**
33 Required by City Code

34 **FINANCIAL IMPACTS**
35 The correct fees were paid to the City at the time the application(s) were made.

36 **STAFF RECOMMENDATION**
37 Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements.
38 Staff recommends approval of the license(s).

39 **REQUESTED COUNCIL ACTION**
40 Motion to approve the business license application(s) as submitted.

41

42

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

43



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

Cigarette/Tobacco Products License Application

Business Name J.R. FIELDING CO.
Business Address 1767 LEXINGTON AVE. N.
Business Phone 651-489-7504
Email Address JOE@JRFIELDING.COM

Person to Contact in Regard to Business License:

Name JOE FIELDING
Address 1767 LEXINGTON AVE. N. ROSEVILLE, MN 55113
Phone 651-489-7504

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2011, and ending June 30, 2012, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Fee

Cigarette/Tobacco Products

\$200.00

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

Signature [Signature]

Date 6-6-11

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



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

Gasoline Station License Application

Business Name DAVES ROSEVILLE AUTOCARE INC.
Business Address 2171 NO. HAMLINE AVE.
Business Phone 651-636-7718
Email Address _____

Person to Contact in Regard to Business License:

Name DAVID W MILLER
Address _____
Phone _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2011, and ending June 30, 2012, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required

Fee

Gasoline Station

\$130.00

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

Signature David W Miller
Date 6-9-11

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

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



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

Massage Therapist License

New License _____ Renewal ☒

For License year ending June 30 _____

1. Legal Name Yvonne Hoschette

2. Home Address _____

3. Home Telephone 651-222-1111

4. Date of Birth _____

5. Drivers License Number _____

6. Email Address ymhtherapies@gmail.com

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

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

YMH Therapies 3101 Old Highway 8 #202 Roseville 55113

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

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

License fee is 100.00

Make checks payable to City of Roseville



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

Massage Therapist License

New License ☒ Renewal ☐

For License year ending June 30 2012 (Needed beginning July 1st 2011)

1. Legal Name Therese Ann Picha

2. Home Address _____

3. Home Telephone _____

4. Date of Birth _____

5. Drivers License Number _____

6. Email Address ~~#~~ [unclear]

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

~~except~~

8. Name and address of the licensed Massage Therapy Establishment that you expect to be employed by.
myself, practicing at 1315 Harpenteur Ave W, Roseville MN
Suite A5

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

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

License fee is 100.00
Make checks payable to City of Roseville



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

Massage Therapy Establishment License Application

Business Name UMH Therapies
Business Address 3101 Old Highway 8 #202
Business Phone 651.485.5741
Email Address umhtherapies@gmail.com

Person to Contact in Regard to Business License:

Legal Name Donnie Hoschette
Address 1111 1st St NW, Roseville, MN 55113
Phone 651.485.5741 Date of Birth 6-14-11
Drivers License Number _____

I hereby apply for the following license(s) for the term of one year, beginning July 1, 2011, and ending June 31, 2011, in the City of Roseville, County of Ramsey, and State of Minnesota.

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

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

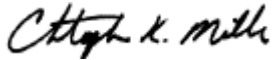
Signature Donnie Hoschette
Date 6.14.11

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

REQUEST FOR COUNCIL ACTION

Date: 06/20/11
Item No.: 7 . C

Department Approval



City Manager Approval



Item Description: Consider Approving a new Information Technology Joint Powers Agreement with the City of Maplewood

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) for the joint exercise of powers that are common to each. Since 2003 the cities of Roseville and Maplewood have enjoyed an information technology sharing partnership; primarily in the areas of network support and monitoring. Over the past several months, the Cities of Maplewood and the Roseville have held on-going discussions regarding the expansion of the current JPA.

The current Agreement is focused on Roseville's provision of services to Maplewood. However, the revised Agreement allows for greater sharing of IT skill sets from Roseville to Maplewood and vice-versa. Each City would capitalize on the strengths of another – while keeping current staffing levels the same. Services would be provided on as-needed basis using task orders generated by each City's IT Manager, with costs being billed accordingly.

One of the initial projects would be the extension of Roseville's IP Telephony system to Maplewood. This is similar to other phone-sharing arrangements, except Maplewood has expertise on Staff to help manage their portion of the system. In all other arrangements, Roseville also extended its Staff for this purpose.

The City of Roseville currently employs eight full-time employees and one part-time employee to administer the information systems for the City of Roseville and twenty five (25) other municipal and governmental agencies.

The attached JPA is expected to be approved by the City of Maplewood in the next couple of weeks.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

27 **FINANCIAL IMPACTS**

28 The proposed JPA provides non-tax revenues to support City operations. The amount charged to the City
29 of Maplewood is sufficient to cover all City costs. For any services provided by Maplewood to Roseville,
30 the costs would be equal to, or less than, what Roseville would incur if it were performed in-house.

31 **STAFF RECOMMENDATION**

32 Staff recommends the Council approve the attached JPA.

33 **REQUESTED COUNCIL ACTION**

34 Approve the attached JPA with the city of Maplewood for the purposes of sharing information technology
35 services.

36

Prepared by: Chris Miller, Finance Director

Attachments: A: JPA with the City of Maplewood

INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT

This **INFORMATION TECHNOLOGY SHARED SERVICE AGREEMENT** (this "Agreement") entered into by and between **the City of Roseville, a Minnesota municipal corporation ("Roseville")**, and **the City of Maplewood, a Minnesota municipal corporation ("Maplewood")**, is effective upon the execution of this Agreement by the named officers of both organizations. Roseville and Maplewood are referred to individually as "Party" and collectively as the "Parties" or the "Cities".

WHEREAS: The City of Roseville and the City of Maplewood have been and are working together collaboratively in the areas of Information Technology, telephony, and related service areas, collectively referred to as "IT", and,

WHEREAS: The Cities desire to memorialize their continuing commitment to assist each other in the areas of IT support, and

WHEREAS: The purpose of this Agreement is to define the terms and conditions under which services will be defined and provided between Roseville, by and through Roseville's Information Technology Division ("Roseville IT") and the City of Maplewood's Information Technology Department ("Maplewood IT"). Under this Agreement, either party may provide services to the other.

NOW, THEREFORE, in consideration of the mutual covenants herein and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows;

SECTION 1 - DEFINITIONS. As used in this Agreement, certain terms shall have the following meanings:

- 1.1 "Agreement"** shall mean the combined terms and conditions of this Agreement and of specific Task Order depending on context.
- 1.2 "Provider"** shall mean the party to this Agreement defined within a Task Order specified as providing the service to the other party.
- 1.3 "Recipient"** shall mean the party to this Agreement defined within a Task Order specified as receiving services from or through the other party.
- 1.4 "Services"** shall generally represent the "Scope of Services" as defined within a Task Order and may represent any combination of labor, whether provided by the Provider's employees or a third party designated by the Provider, use of facilities, equipment, software, or material goods utilized or consumed in providing the Services.
- 1.5 "Task Order"** shall represent the terms and conditions of this Agreement that specify services, products, and other costs incurred by one party that are to be compensated by the other party. Task Order refers to the written specifications for either annually renewable Services or project-based Services that are completed under accomplishment of specified deliverables or other project event. Task Orders are more fully defined in Section 10.
- 1.6 "Holidays"** includes New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving, Christmas Eve, Christmas Day, and other days that are consistent with past practices.
- 1.7 "Service Hours"** means, unless otherwise noted, the hours of 8 a.m. to 5 p.m. local time, Monday through Friday, excluding Holidays.

1.8 "Entity" means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

1.9 "Governmental Body" means any (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction; (b) federal, state, local, municipal or foreign government (including any agency, department, bureau, division, court, or other administrative or judicial body thereof); or (c) governmental or quasi-governmental authority of any nature.

1.10 "Software" means software programs, including supporting documentation and online help facilities. Software includes applications software programs and operating systems software programs.

1.11 "Business Continuity" means the ability to maintain operations/services in the face of a disruptive event.

SECTION 2 - EFFECTIVE DATE

The effective date of this Agreement is July 15, 2011 or the last date of signature by all parties, whichever is later and remains in effect until termination, as set forth in Section 3 of this Agreement.

SECTION 3 - TERMINATION

3.1 Termination for Convenience. Either party may terminate this Agreement or a specific Task Order for convenience, after first providing written notice of the intent to terminate to the other party, one year in advance.

3.2 Termination of Task Order. Each Task Order shall specify the timeline for notice to terminate that Task Order.

3.3 Termination by Mutual Agreement. The parties may terminate this agreement in whole or in part, at any time by mutual agreement.

3.4 Termination of the Agreement shall also terminate any active Task Orders under this Agreement.

3.5 Termination of a Task Order will terminate all Services as defined by the Task Order but does not alter any terms or conditions of any other active Task Order or this Agreement.

3.6 In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement. The disentanglement process shall begin as soon as possible, but not later than the date of termination. Disentanglements will be defined as a Task Order and both parties, shall in good faith, seek to maintain existing service levels and minimize the disruption of services until the disentanglement is completed. Each party shall bear its

cost of disentanglement, unless separately defined within a Task Order, or as may otherwise be agreed by both parties.

3.7 Third-Party Authorizations. Provider shall execute any third-party authorizations necessary to grant the Recipient the use and benefit of any third-party contracts, to the limits allowed by the contracts.

3.8 Licenses to Proprietary Software. Provider shall negotiate to allow the Recipient (after receiving written approval from the Provider) to use, copy, and modify, applications and programs developed by the Provider that would be needed in order to allow the Recipient to continue to perform for itself, unless otherwise prohibited by the software's licensing agreement.

3.9 Delivery of Documentation. Provider shall make reasonable efforts to deliver to the Recipient or its designee, at the Recipient's request, all available documentation and data related to the Recipient, including the Recipient Data held by Provider. Costs incurred will be borne by Recipient.

3.10 Personnel. Should the Recipient decide to reduce or terminate any portion of this Agreement, to the extent that such reduction or termination will displace one or more Provider employees, then it is agreed that the parties will, if feasible transfer personnel from the Provider to the Recipient in order to provide a reasonable opportunity to provide staff continued employment.

SECTION 4 - COORDINATION AND COMMUNICATION

4.1 The Management Committee, composed of Maplewood's IT Director and Roseville's IT Manager, and their designated representative(s) shall provide oversight and administer this agreement. Designated representatives are considered authorized representatives of their respective management and shall be empowered with authorities granted to the Management Committee under this Agreement.

4.2 The Management Committee shall meet monthly (or as otherwise mutually agreed) to review the performance with regard to material aspects, risk management, as well as the effectiveness and value of the Services and Task Order provided between the Provider and the Recipient.

4.3 Agreement Review. The Management Committee will meet annually, to formally review and, to the extent mutually agreed upon by the Parties, update the terms, pricing, conditions and other details of this Agreement and any Task Order so that the on-going business requirements of both Parties are met.

SECTION 5 - DISPUTE RESOLUTION

5.1 In the event of a dispute between Maplewood and Roseville regarding the delivery of Services under this Agreement or any related Task Order, the Management Committee shall review disputes and recommend options for resolution to the involved personnel.

5.2 Any dispute not resolved by the Management Committee shall be referred to the Maplewood City Manager and the Roseville City Manager (collectively "City

Managers”), or their designated representatives, who shall review the dispute and options for resolution. The resolution of the City Managers regarding the dispute shall be final as between the parties and shall be reduced to writing as an addendum to this Agreement.

5.3 Any dispute under Section 5.1 of this Agreement that cannot be resolved by the City Managers may be submitted to mediation through the state Bureau of Mediation Services, the cost of which shall be borne equally between the parties.

5.4 In the event either party determines that there has been a breach of the provisions of this Agreement or a related Task Order which cannot be resolved by the City Managers, the Agreement or related Task Order may be terminated as described in Section 3.

SECTION 6 - INDEPENDENT CONTRACTOR

A Provider is, and shall at all times be, deemed to be an independent contractor in the provision of the Services set forth in this Agreement. Nothing in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Neither Party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other Party, and the relationship of the Parties is, and at all times will continue to be, that of independent contractors. A Provider shall retain all authority and responsibility for the provision of Services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by a Provider pursuant to this Agreement. A Provider shall comply with all relevant Federal, State, and municipal laws, rules, and regulations. Nothing in this Agreement shall make any employee of the Recipient jurisdiction an employee of a Provider jurisdiction or any employee of a Provider jurisdiction an employee of the Recipient jurisdictions for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation benefits, or any other rights or privileges afforded said employees by virtue of their employment.

SECTION 7 - ASSIGNMENT/SUBCONTRACTING

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 8 - HOLD HARMLESS INDEMNIFICATION

8.1 Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agree to indemnify, defend, save and hold harmless the other party, its officials, employees, and agents, from and against

any and all liability, claims, demands, losses, damage, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of, in connection with, or incident to the performance of this Agreement by a Provider, its officials, employees, or agents. Provided, however, that this provision does not indemnify a Recipient against liability for damages arising out of the Recipient's failure to abide by reasonable industry and user standards and the reasonable requirements provided by a Provider which include, but are not limited to, procedures, guidelines, and security instructions for proper use, user maintenance, and mandatory user security responsibilities.

8.2 Section 8.1 of this Agreement shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider is thus otherwise immune from liability pursuant to the Minnesota workers' compensation law provided, however, this paragraph does not purport to indemnify the Recipient against the liability for damages arising out of bodily injuries to person caused by, or resulting from, the sole negligence of the Recipient, its elected' officials, officers, employees and agents.

8.3 Section 8.1 of this Agreement shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.

8.4 In the event of litigation between the parties to enforce rights under this section, each party shall bear its own attorney's fees and costs.

SECTION 9 - NOTICE

9.1 Notices. Except as otherwise provided, any notices to be given under Section 3 of this Agreement or termination of any Task Order shall be in writing and shall, at a minimum, be delivered electronically or postage prepaid and addressed to:

If to Maplewood:	or if to Roseville:
City of Maplewood c/o City Manager 1830 County Road B East Maplewood, MN 55109	City of Roseville c/o City Manager 2660 Civic Center Drive Roseville, MN 55113

9.2 Choice of Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Minnesota.

9.3 Force Majeure. Neither Party will be liable for delays or failure to perform Services if due to any cause or conditions beyond its reasonable control, including, but not limited to, delays or failures due to acts of God, natural disasters, acts of civil or military authority, fire, flood, earthquake, strikes, wars, or utility disruptions (shortage of power).

9.4 Entire Agreement; Amendment; Waivers. This Agreement, together with all Exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9.5 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and the invalid, illegal or unenforceable provision shall be deemed modified so as to be valid, legal and enforceable to the maximum extent allowed under applicable law.

9.6 Parties Obligated and Benefited. This Agreement will be binding upon the Parties hereto and their respective permitted assigns and successors in interest and will inure solely to the benefit of such Parties and their respective permitted assigns and successors in interest, and no other Person.

SECTION 10 - SERVICES AND TASK ORDERS

10.1 Where Maplewood and Roseville exchange Services under this Agreement, such Services will be defined in the form of a Task Order, in writing and signed by the Management Committee.

(a) The intent of this provision is to ensure clear communications and commitment prior to either party taking action or incurring costs on behalf of the other. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified within this Agreement.

(b) Services exchanged or actions taken with the intent of providing Services between Maplewood and Roseville without an agreed Task Order will not be covered by the terms of the Agreement and incurred costs will not be reimbursed. The party requesting Services covenants, by way of executing a Task Order pursuant to this Agreement that its requests for Service are within the annual budget for that party.

(c) In cases of emergency, where the urgency of circumstance precludes the practicality of executing a Task Order for a Service not covered by an existing Task Order, the Task Order may be reduced to writing and executed as soon after provision of Services as is practicable. Where the parties cannot agree on the terms of the written Task Order, the parties agree to follow the dispute resolution procedures set forth in Section 5. An emergency may be any unanticipated event or circumstance outside the bounds of existing provisions

under any active Task Order that the Management Committee members or the designees of both parties declare as such.

(d) Unless agreed otherwise by both parties, the costs incurred in the planning, preparing and processing of a Task Order by one party will not be charged to the other.

10.2 All Task Orders are subject to the terms and condition of this Agreement.

10.3 All Task Orders must minimally include acceptance by the Management Committee. The Management Committee shall ensure that any additional authorization requirements, with respect to their individual organizations, have been secured prior to initiating or amending the Task Orders.

10.4 Duration of a Task Order shall be defined in the Task Order and may be: a limited time period; concluded upon accomplishment of specified deliverables; or a continuing Service with regular renewal review.

(a) Task Orders may address Services that are of a general or continuous nature that would be reviewed annually, at the same time as the Agreement. Such Task orders may also be terminated in accordance to the terms defined in Section 3.

(b) Alternatively, Task Orders may also be defined in association with a specific Project which would include specific criteria for normal completion (e.g. point-in-time, deliverable acceptance); these too may be terminated in accordance to the terms defined in Section 3.

10.5 Task Orders may not amend this Agreement or its terms and conditions, but shall specify Services, rates, and other aspects of the scope of work for specific Services related to this Agreement. The terms of a Task Order will apply only to the specific Task Order and may not change such terms or conditions relative to the Agreement or other Task Orders.

10.6 Each Task Order will utilize the standardized form. Attached as Exhibit A.

10.7 Provider of Services will track and report status, as may be defined in the Task Order, with regard to:

(a) Performance-related service levels.

(b) Progress towards deliverables.

(c) Billed costs vs. maximum specified annual Task Order budgeted amount.

10.8 If the deliverables specified in a Task Order are not achieved or the Recipient believes it is not receiving acceptable service, the parties shall follow the dispute resolution procedures set forth in Section 5 and for Termination for Breach set forth in Section 5.4.

SECTION 11 - FINANCIAL TERMS AND PAYMENT PROCESS

11.1 Unless agreed otherwise by both parties, the Provider will present invoices to Recipient monthly. Charges for Services will be invoiced no later than thirty (30) days following the period in which Services were delivered, costs incurred and all relevant vendor or supplier invoices have been received, or the project milestone for payment is accomplished.

11.2 Invoices may combine charges from multiple Task Orders, unless otherwise defined for a specific Task Order.

11.3 Invoices shall include:

- (a)** Total of all charges represented on the invoice.
- (b)** Itemization by Task Order and as further instructed within the Task Order.
- (c)** Copies of third-party invoices representing a basis for the invoiced charge.
- (d)** Any other detail as may be specified within the related Task Order.

11.4 Unless otherwise defined in the Task Order, invoices are due and payable to the Provider within thirty (30) days of receipt of the invoice by the Recipient. An invoice may be disputed within the thirty (30) day period. Any Provider-proposed resolution will restart the thirty (30) day period for payment, without waiving the Recipient's rights to dispute resolution under Section 5.

11.5 Invoiced amounts may be changed upon mutual consent of.

11.6 Disputes regarding invoices that cannot be otherwise resolved, the parties agree to follow the dispute resolution procedures set forth in Section 5.

SECTION 12 – PERSONNEL

12.1 Assigned staff. Provider shall designate the personnel to provide services to the Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement, and to make recommendations regarding placement of such personnel for the benefit of Recipient.

12.2 If the Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, the Recipient will notify the Provider. The Provider will establish a plan to resolve the issue within a deadline agreeable to the Recipient. If a mutually acceptable solution can not be reached, the parties agree to follow the dispute resolution procedures set forth in Section 5.

12.3 Access to Recipient facilities. The Recipient, depending on requirements of the Task Order, in its sole discretion, may approve any Provider employees requiring access

to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of this Agreement as to the Services affected.

12.4 Staff substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.

12.5 Background checks. As may be required by the Recipient and the requirements of a Task Order, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement or after the effective date of the related Task Order who provide services to the Recipient. The background investigation shall include but not be limited to, a credit check and criminal records check for misdemeanors and felonies. If requested by the Recipient, background checks will be performed on current employees that have access to the Recipient's sensitive data.

12.6 Staff Direction. In situations where Maplewood's staff receives direction from Roseville's staff or Roseville's staff receives direction from Maplewood's staff that may be in conflict with either Maplewood's or Roseville's IT strategic direction, policy or guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party's shared infrastructure, the involved staff will immediately notify the Management Committee of such potential conflict and of the relevant policy, guideline or term or condition of this Agreement and delay implementing such direction, unless immediate action is required to ensure business continuity, until the conflict can be resolved in consultation with the Management Committee. The parties will provide one another and their respective staff members with copies of their respective strategic plans, policies, and guidelines and of this Agreement. Neither party is obligated to delay action based on a strategic plan, policy, guideline or term or condition of this Agreement if such copies have not been provided. The Management Committee will make best efforts to expedite identification and resolution of conflicts and provide prompt direction to their respective staff members. If the parties are not able to resolve the conflict, the provisions of Section 5 (Dispute Resolution) shall apply.

12.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace. Exceptions may be identified by the Provider and are subject to acceptance by the Recipient.

SECTION 13 - TECHNOLOGY PLANNING

13.1 Strategic Information Technology planning. Maplewood and Roseville both engage in strategic technology planning that includes establishing a strategic IT direction, and determining technology initiatives and investments in accordance with Maplewood and Roseville strategic business goals.

13.2 Each party is invited to participate in the other party's strategic planning process.

IN WITNESS WHEREOF, Maplewood and Roseville have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 15th day of July, 2011.

City of Maplewood

By: _____

Name: Will Rossbach

Title: Mayor

City of Roseville

By: _____

Name: Dan Roe

Title: Mayor

City of Maplewood

By: _____

Name: Jim Antonen

Title: City Manager

City of Roseville

By: _____

Name: William J. Malinen

Title: City Manager

Information Technology Shared Service Agreement

Task Order

This Task Order is a specification of Services to be provided between the City of Maplewood and the City of Roseville; it is an addendum to the current Information Technology Shared Service Agreement (“Agreement”) and is subject to the terms and conditions of the Agreement.

Task Order #		Title	
Service Start Date		End Date	

Provider		POC	
----------	--	-----	--

Recipient		POC	
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Skill Set		Task Order Cost	
		Billing Frequency	

Task Order Attachments:

This section and attachments (listed above) define the scope of Services as well as service levels and performance criteria and measurement expectations.

EXHIBIT A – TASK ORDER TEMPLATE

1. **Billing Type**
2. **Delivery Price Notes/Remedy**
3. **Task Details/Scope of Work**
4. **Assumptions and Constraints**
5. **Task Communications/Management/Reporting**
6. **Quality/Measures/Remedy**
7. **Duration**
8. **Termination Provision**

IN WINESS WHEREOF, Maplewood and Roseville have caused this Task Order to be executed in their respective names by their duly authorized officers and have caused this Task Order to be dated as of the _____ day of _____, 20__.

CITY OF MAPLEWOOD

CITY OF ROSEVILLE

Mychal Fowlds
Information Technology Director

Date

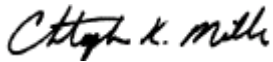
Terrence Heiser
Information Technology Manager

Date

REQUEST FOR COUNCIL ACTION

Date: 06/20/11
Item No.: 7.d

Department Approval



City Manager Approval



Item Description: Consider Approving a Joint Powers Agreement with TIES

BACKGROUND

Minnesota State Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements (JPA) for the joint exercise of powers that are common to each. Over the past several months, TIES (formerly known as Technology Information Educational Services) and the City of Roseville have held on-going discussions regarding access to the City-owned fiber network. TIES is an education technology collaborative that is owned by 46 Minnesota school districts. Specifically, TIES is interested in utilizing the City's network to connect to the Harambee School in Maplewood.

The City of Roseville currently employs eight full-time employees and one part-time employee to administer the information systems for the City of Roseville and twenty five (25) other municipal and governmental agencies. The proposed JPA with TIES is similar to the other Agreements in both structure and substance, although this particular JPA pertains only to the use of the City-owned fiber network.

The attached JPA is expected to be approved by TIES within the next week and is awaiting approval from the Roseville City Council.

POLICY OBJECTIVE

Joint cooperative ventures are consistent with past practices as well as the goals and strategies outlined in the Imagine Roseville 2025 process.

FINANCIAL IMPACTS

The proposed JPA provides non-tax revenues to support City operations. The lease amount charged to TIES is sufficient to cover all City costs.

There is no budget impact. The presence of the JPA along with existing revenue sources is sufficient to fund the City's added personnel and related information systems costs related to the contracted services.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached JPA.

28 **REQUESTED COUNCIL ACTION**

29 Approve the attached JPA with TIES for the purposes of providing access to the City-owned fiber network.

30

Prepared by: Chris Miller, Finance Director

Attachments: A: JPA with the TIES

**AGREEMENT BETWEEN THE CITY OF ROSEVILLE, MINNESOTA AND TIES,
MINNESOTA
FOR USE OF FIBER OPTIC CAPACITY**

This Agreement is between the City of Roseville, a Minnesota municipal corporation (“Grantor”), and TIES, a Minnesota joint powers cooperative (“Grantee”).

WHEREAS, the Grantor owns or leases fiber optic cabling connecting to Harambee Elementary School (“School”) located at 30 County Road B East, Maplewood, Minnesota.

WHEREAS, the Grantee has expressed an interest in using capacity on the fiber optic network (hereinafter “City Network”) to further its internal, noncommercial telecommunications needs and interests, and the Grantor is willing to allow the Grantee’s use of the Grantor Network, and the Grantor and the Grantee need to agree on the terms and conditions of usage.

WHEREAS, under Minn. Stat. § 471.59, sub. 10, the Grantor is empowered to engage such assistance and jointly exercise with other governmental units such powers as are deemed necessary.

NOW, THEREFORE, the Grantor and the Grantee agree as follows:

I. GRANT OF ACCESS

- A. The Grantor hereby allows the Grantee, for the term of this Agreement, the right to transmit data using one (1) pair of Grantor single-mode fiber optic cabling as shown in Exhibit A “Harambee School” and one (1) pair of Grantor single-mode fiber optic cabling as shown in Exhibit B “TIES Connection”. The data the Grantee may transmit over the Grantor fiber is to be referred to throughout this Agreement as the “Fiber Capacity.” The Grantee may use the Fiber Capacity to further its noncommercial data, voice, and video needs at its own expense and discretion to the School, provided it is current in fulfilling the terms of and paying the fees identified in this Agreement.
- B. The Grantee shall be responsible for providing and installing any necessary equipment in order to activate and utilize the Fiber Capacity. All equipment installed by the Grantee shall be owned and maintained by the Grantee, subject to the terms of this Agreement except where provided under any additional agreement with the Grantor. The Grantor shall not change, upgrade or remove any Grantee equipment pursuant to or in connection with this Agreement.
- C. The Grantee and its employees and agents shall have access to the Grantee’s equipment, if any, installed at the Data Center so that the Grantee may maintain, and replace, repair or audit equipment at its expense.
- D. The Grantee shall use the Fiber Capacity assigned by the Grantor only for its own internal, noncommercial purposes for the location listed in this Agreement. For purposes of this Agreement, the term “noncommercial” means that particular products and services are not sold or advertised. The Grantee may not sell, lease,

assign, loan, or otherwise provide the Fiber Capacity (or any portion thereof) to a third party, or extend the Fiber Capacity to any other facility either owned by the Grantee, or a third party.

- E. The Grantee acknowledges that the Grantor may move the fiber optic lines on which the Fiber Capacity is located during the term of this Agreement or any extension thereof. The Grantor and its officers, directors, employees, volunteers and agents shall not be liable for any loss, claim, penalty, cost, expense (including attorneys' fees), damage, death or injury arising out of or attributable to such movement. The Grantor will promptly notify the Grantee of any plans to move the fiber lines on which the Fiber Capacity is located after it becomes aware of any such plan. If the fiber lines on which the Fiber Capacity is located are moved by the Grantor in an emergency situation, then the Grantor shall promptly notify the Grantee of the movement after it becomes aware of the movement.

II. SCOPE OF GRANTOR RESPONSIBILITIES

- A. The Grantor will promptly notify the Grantee of any planned City Network outages affecting the Fiber Capacity after it becomes aware of such planned outages. Examples of such planned outages may include, but are not limited to, testing and maintenance of the City Network and movement of utility poles. The Grantor has no obligation to notify the Grantee of planned outages of which it is not aware. The Grantee will contact the Grantor if any of the Grantee's equipment must be removed during an outage. The Grantee shall be responsible for removing its equipment.
- B. Unplanned City Network outages shall be handled as follows:
 - 1. First Awareness- Grantee
 - a. If the Grantee experiences an outage, testing shall be performed by the Grantee to determine if a connection can be made to the Data Center location. This will determine if the problem is on the Grantee's network equipment.
 - b. If a connection can be made to the Data Center, the Grantee will contact the Grantor.
 - c. If the problem is in the Fiber Capacity connecting the School to the Data Center, the Grantor will be responsible for problem resolution.
 - 2. First Awareness- Grantor
 - If the Grantor is first aware of an unplanned outage, the Grantor will notify the Grantee as soon as possible.
- C. The Grantor does not guarantee the uninterrupted transmission of signals over the City Network.
- D. The Grantor shall not be responsible for the protection of any and all Grantee

equipment which is installed on premises owned, controlled or leased by the Grantee, for unauthorized access to Grantee equipment which is installed on premises owned, controlled or leased by the Grantor. The parties agree that the Grantor shall have no liability for any loss, cost, expense or damage sustained by the Grantee if any unauthorized third party gains access to the City Network (and any voice, video and/or data transmissions carried thereon) through the Grantor, or their respective equipment.

- E. All data collected, created, received, maintained, or disseminated for any purposes in the course of the Grantor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, or any other applicable state statutes, any state rules to implement the Act, as well as federal regulations related to data privacy. The Grantor agrees to abide by these statutes, rules, and regulations.

III. SCOPE OF GRANTEE RESPONSIBILITIES

- A. The Grantee is permitted to use the Fiber Capacity under the terms of this Agreement and agrees that it is solely responsible for the purchase, installation, operation, maintenance, management, testing and monitoring of any equipment it connects to the City Network. The Grantee shall not utilize the Fiber Capacity for any unlawful purpose.
- B. The Grantee agrees to exercise due care and caution to protect City Network facilities, fibers, cables and equipment from damage, vandalism and other potential problems. The Grantee agrees that it is responsible for the direct and indirect costs of repairing any damage to City Network facilities, fibers, cables and equipment that is directly or indirectly caused by the Grantee (and/or its contractors or subcontractors), whether intentionally or unintentionally. An example of such damage includes, but is not limited to, equipment installation by the Grantee that could damage a Grantor patch panel, Grantor equipment or Grantor facilities.
- C. The Grantee's use of the Fiber Capacity shall not at any time interfere with the use of the City Network by the Grantor, and other users. Upon receiving oral or written notice from the Grantor, the Grantee shall immediately cease using the Fiber Capacity for any purpose that the Grantor, in its reasonable discretion, determines is interfering with City Network systems. The Grantee agrees that it is responsible for the direct and indirect costs of remedying any interference caused to other City Network systems as a result of the Grantee's installation of equipment or the Grantee's use of the Fiber Capacity.
- D. The Grantee shall at all times use reasonable efforts to protect the security of the City Network. For purposes of this paragraph, "to protect the security" means to protect those physical elements of the City Network under the Grantee's control from unauthorized intrusion, signal theft, tampering, wiretapping or other actions that might: (i) compromise the integrity of or degrade the signals carried over the City Network; or (ii) result in the unauthorized interception and disclosure of

information.

- E. If any outside agency imposes any additional taxes, fees, or charges associated with the Fiber Capacity or the Grantor incurs any additional costs over and above the routine maintenance and support of the Grantor network, the Grantee shall either pay its portion of these additional taxes, fees, charges or costs associated with the Grantee's use of the Fiber Capacity or have the right to terminate this Agreement prior to the imposition any additional taxes, fees, or charges.
- F. The Grantee agrees that this Agreement does not grant, transfer or assign any property interest or title in the City Network (including the Fiber Capacity) to the Grantee. Nothing in this Agreement shall be construed to affect the Grantor's right, in its sole discretion, to enter into any agreement, license, lease or project with another party for the use of the City Network, including, but not limited to, specific facilities and capacity on specific fibers and/or cables.
- G. Except as otherwise provided herein or in applicable law, the Grantor and its officers, directors, employees, volunteers and agents shall not be liable for any loss, claim, penalty, cost, expense (including attorneys' fees), damage, death or injury arising out of or attributable to any action, performance or non-performance under this Agreement. The Grantee shall indemnify and hold harmless the Grantor and its officers, directors, employees, volunteers and agents from and against all liability, losses, damages, judgments, penalties, costs, claims, and expenses (including attorneys' fees) they may legally be required to pay as a result of the Grantee's actions, performance or non-performance under this Agreement.
- H. The Grantee further agrees to indemnify and hold harmless the Grantor, directors, officers, employees, volunteers and agents from and against any costs, fees, expenses (including attorneys' fees), claims, penalties, judgments or losses they incur if the Grantor becomes subject to regulation by the Federal Communications City or the Minnesota Public Utilities City as a result of this Agreement.
- I. The Grantee's liability shall be governed by the provisions of the MN Statutes Chapter 466 and other applicable law.
- J. The Grantee shall provide proof of self-insurance that is acceptable to the Grantor's designated risk manager or insurance agent.

IV. REIMBURSEMENT FOR FIBER CAPACITY USE

- A. The Grantee shall pay the Grantor \$400.00 (Four Hundred Dollars and Zero Cents) per month for the use of the Fiber Capacity during the term of this Agreement to reimburse the Grantor for costs associated with making the Fiber Capacity available, and administering this Agreement. On each anniversary of

the Term Commencement Date of this Agreement, the rate shall increase automatically three (3) percent of the amount paid in the preceding year.

- B. If additional Fiber Capacity is allocated by the Grantor for use by the Grantee, the reimbursement terms may be adjusted appropriately and incorporated as a written amendment to this Agreement.

V. TERM

- A. The Term Commencement Date of this Agreement shall be June 1, 2011 or the last date of signature by all parties, whichever is later.
- B. The term of this Agreement shall be for 60 months unless sooner terminated pursuant to the terms of this Agreement.

VI. GENERAL TERMS AND CONDITIONS

- A. Subject to the terms of this Agreement, the Grantee and the Grantor shall each be responsible for their own acts and behavior and the consequences thereof. Each party's liability under this Agreement may be limited by applicable law. Except as specifically declared in this Agreement, neither party waives any statutory or common law defenses, immunities, exceptions or rights.
- B. The Grantor and the Grantee designate the following as their contact persons for purposes of notice under this Agreement:

Grantor:	Technical Contact	Help Desk	651-792-7099
	Contract Contact	Terre Heiser	651-792-7092

Mailing Address
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Grantee:	Technical Contact	Help Desk	651-999-6250
	Contract Contact	Dennis Fazio	651-999-6201

Mailing Address
1667 Snelling Avenue N.
Saint Paul, MN 55108

- C. Unless otherwise specified in this Agreement, all notices required under this Agreement shall be made in person or by first class mail, postage paid, and sent to the Contract Contact person identified above, or as identified by either party in accordance with this notice provision. Notice given by mail shall be deemed received 24 hours after deposit in the United States mail.

- D. Notwithstanding anything to the contrary herein, the City Network (including the Fiber Capacity) shall be operated, repaired and maintained by the Grantor. The parties agree that the Grantor shall have no liability for any loss, claim, judgment, cost, expense (including attorneys' fees), damage, death or injury sustained by the Grantee that is attributable to a failure of the fiber optic network.
- E. This Agreement does not constitute an assignment or transfer by the Grantor of any severable or identifiable component of the City Network, including the fiber optic cables utilized by the Grantee.
- F. The Grantee understands, agrees and expressly acknowledges that from time to time transmission(s) of voice, video or data utilizing the Fiber Capacity (and the City Network in general) may be interrupted to perform repairs or maintenance or as a result of an act, error or omission by the Grantor (and its officers, directors, employees agents and volunteers). The Grantee further agrees, understands and expressly acknowledges that an interruption of voice, video and data transmission(s) may also occur due to severe weather, Force Majeure situations and other acts of God. In addition, the Grantee understands that the Grantor is providing the Fiber Capacity AS IS, with all its faults, and makes no representations, warranties (express or implied, statutory or otherwise), covenants or assurances hereby that it will provide uninterrupted or continuous transmission of the Grantee's voice, video and/or data, and the Grantor expressly disclaims any statutory, express or implied warranties with regard to this Agreement, the Fiber Capacity and/or the transmission of voice, video or data over the Fiber Capacity.
- G. The failure of either party to insist on or enforce, in any instance, strict performance by the other of any of the terms of this Agreement or to exercise rights conferred herein shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such terms or rights. The parties hereto may only waive their rights under this Agreement by expressly so stating in writing. Any such written waiver by the Grantor or the Grantee shall not operate as a waiver or relinquishment of any right or Agreement term on any future occasion.
- H. This Agreement is personal to the Grantee. Accordingly, the Grantee may not, without the Grantor's prior written consent, which consent may be withheld in the Grantor's sole discretion, assign or otherwise transfer this Agreement and/or any right or interest granted hereunder.
- I. In no event shall the Grantor be liable to the Grantee for any direct, indirect, consequential, incidental, liquidated or special damages, or for lost revenues, lost profits, costs, expenses (including attorneys' fees) or inconvenience the Grantee may incur which is attributable to, or arises out of, the Grantor's performance or non-performance of any provision of this Agreement, even if the Grantee has informed the Grantor of the possibility of those damages, lost profits, costs and expenses. This paragraph explicitly applies to, but is not necessarily limited to, planned and unplanned City Network outages which affect the Fiber Capacity.
- J. The rights and remedies granted to the Grantee under this Agreement constitute the Grantee's sole and exclusive remedy against the Grantor, directors, officers, employees, agents and volunteers for any and all claims arising in connection

with the Fiber Capacity, including, but not necessarily limited to, claims arising under statutory or common law or otherwise.

- K. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when reduced to writing and signed by both parties.
- L. This Agreement shall be governed in all respects by the laws of the State of Minnesota.
- M. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- N. Termination
 - 1. The Grantor or the Grantee may terminate this Agreement at any time, with or without cause, upon 90 days' written notice to the other party, except as otherwise provided herein.
 - 2. In the event of a loss of the Fiber Capacity as a result of an event of Force Majeure, whether or not such casualty is covered under a policy of insurance carried by the Grantor, this Agreement may be terminated at the option of the Grantor or the Grantee upon 30 days' written notice to the other party.
 - 3. For purposes of this Agreement, the term "Force Majeure" means delays or defaults that are directly attributable to war, insurrection, strikes, lockouts, riots, floods, tornadoes, earthquakes, fires, epidemics, inability to secure labor, materials or tools, or other causes beyond the parties' control, or acts of god.
- O. The performance by the Grantee and/or the Grantor hereunder of all duties and obligations under this Agreement shall be as independent contractors and not as agents, employees or representatives of the other party, and no persons employed or utilized by a performing party shall be considered the employees, representatives or agents of the other party.
- P. Neither the Grantee nor the Grantor shall be deemed in default of the provisions of this Agreement in the event of a Force Majeure situation, provided the party claiming Force Majeure takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible, under the circumstances, without endangering the health, safety and welfare of the Grantee's and/or the Grantor's employees, facilities, cables and property.
- Q. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements and understandings. The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement.

Such captions and headings shall not affect the meaning and interpretation of this Agreement.

- R. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible.
- S. This Agreement is made solely and specifically among and for the benefit of its named parties, and their respective successors and assigns, and no other person or entity shall have any rights, interest, or claim under it to be entitled to any benefits pursuant to or on account of this Agreement, whether as a third party beneficiary or otherwise.

WHEREAS, this Agreement is duly executed and effective on the last date written below.

FOR THE CITY OF ROSEVILLE, MINNESOTA

Dan Roe
Mayor

Date _____

William J. Malinen
City Manager

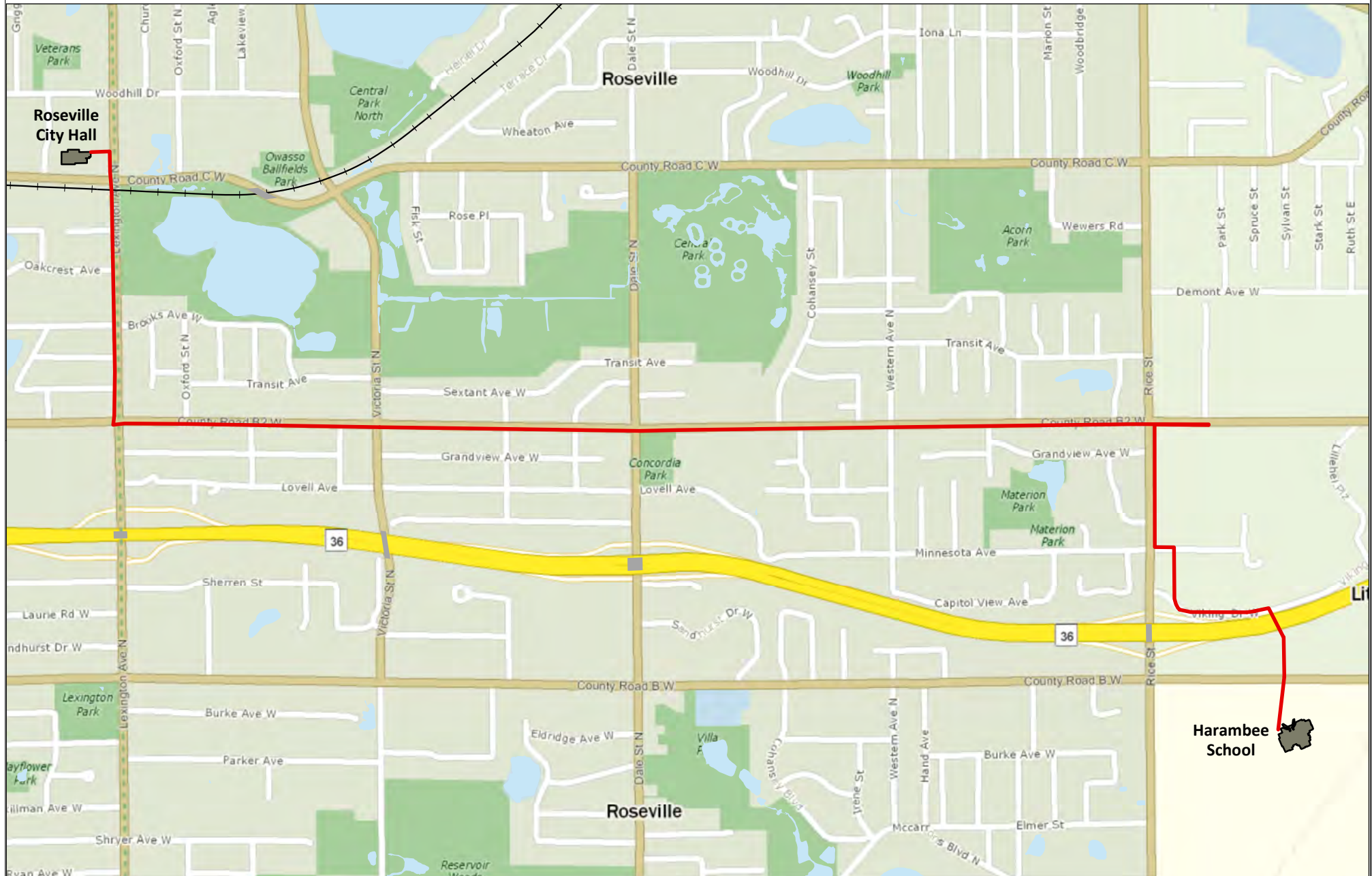
Date _____

FOR TIES

Elizabeth Schweizer
Chief Executive Officer

Date _____

Exhibit A: Harambee School



Prepared by:
Community Development Department
Printed: May 23, 2011

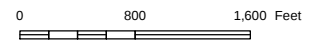
Data Sources

* Ramsey County GIS Base Map (5/2/2011)

For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

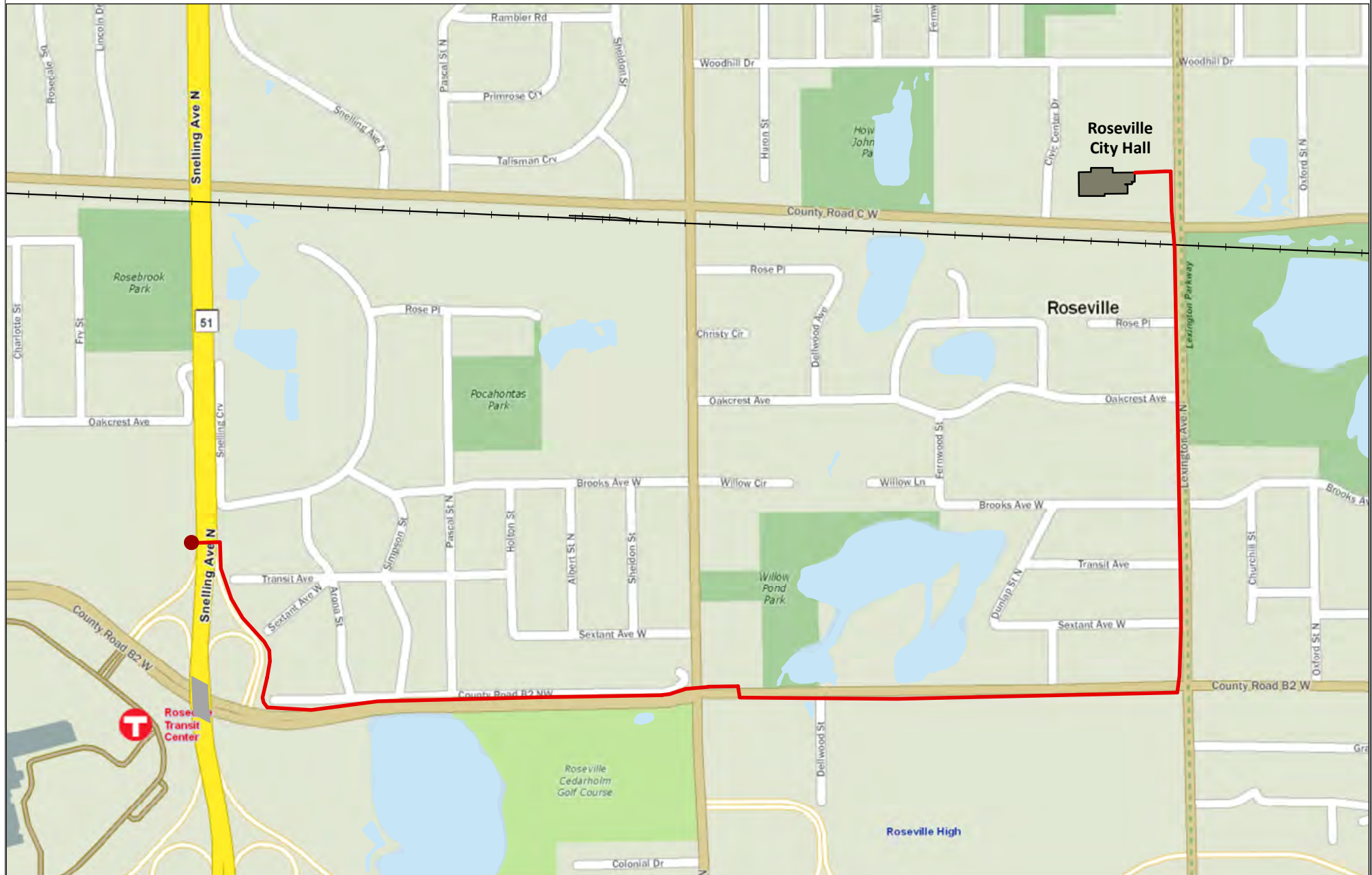
Disclaimer

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



mapdoc: planning_commission_location.mxd

Exhibit B: TIES Connection



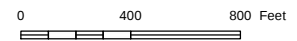
Prepared by:
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Printed: May 23, 2011

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mapdoc: planning_commission_location.mxd



Parks and Recreation Department



To: Mayor, City Council Members and City Manager William Malinen
From: Lonnie Brokke, Director of Parks and Recreation
Date: June 20, 2011
Re: Survey Results from Leisure Vision, Inc. on June 20th, 2011

On January 24th, 2011 the City Council approved Leisure Vision Inc. to conduct a statistically valid interest and opinion survey related to the implementation of the Parks and Recreation Master Plan.

The goal of the statistically valid interest and opinion survey was to:

- Validate the master plan components
- Gauge the level of interest and comfort level of citizen financial support
- Assist in identifying step one projects

Since that time, the Parks and Recreation Commission, Citizen Organizing Team (COT) and staff with the Community have been working to:

- Guide the statistically valid survey in order to compare and contrast the final plan details and determine support level for implementation direction
- Explore project options
- Communicate and discuss plan details and implementation strategies with the community
- Review and analyze funding mechanisms, not alone, but including a referendum for fall 2011

Ron Vine, President of Leisure Vision will be at your June 20th, 2011 meeting to provide you with a detailed presentation and answer questions on the results of the 2011 Community Interest and Opinion Survey.

Your report was delivered on Thursday, June 9th to your homes to allow review time prior to the 20th. Please bring the 3 ring binder report with you.

Attached is the cover sheet of the 2011 Community Interest and Opinion Survey.

1 The report description by section includes:

2 Section 1- Executive Summary

3 Section 2 –Charts and Graphs

4 Section 3 –Cross Tabular Data by Years Lived In Roseville

5 Section 4 –Cross Tabular Data by How Respondent Will Vote and Age
6 of Respondent

7 Section 5- Cross Tabular Data by Household Type and Willingness to
8 Pay Additional Taxes for Improved Parks and Facilities

9 Section 6 –Respondent Comments

10 Section 7 –Tabular Data

11 Section 8 –Survey Instrument

12
13 A complete copy of the report is available in the Parks and Recreation office.

14
15 I want to encourage you to please take advantage of the time that Mr. Vine is at
16 the meeting to discuss, ask questions and request any clarification that you need.

17
18 Thank you for your interest and please let me know if you have any questions.

19
20

The City Council received a copy of the full report on 6/10/2011. Public Copy of full report is available in the Parks and Recreation Department at City Hall.

2011 Community Interest & Opinion Survey

Final Report

Submitted to

*The City of Roseville, MN
And
The Roseville Parks &
Recreation Department*



725 W. Frontier Circle

Olathe, KS 66061

(913) 829- 1215

June 2011



Parks and Recreation Department



To: Mayor, City Council Members and City Manager William Malinen
Cc: Roseville Parks and Recreation Commission
From: Lonnie Brokke, Director of Parks and Recreation
Date: June 14, 2011
Re: Joint Council/Commission Meeting on June 20, 2011

The Parks and Recreation Commission is looking forward to the joint Commission/City Council Meeting on Monday, June 20, 2011. The survey presentation will be made just prior to the joint meeting. Much of the joint meeting is anticipated to center around the presented results.

Ron Vine, President of Leisure Vision will be at the meeting to provide you with a detailed presentation and answer questions. Your report was delivered on Thursday, June 9th to allow review time prior to the 20th.

The Parks and Recreation Master Plan has been an extensive, thorough; citizen focused and involved process that is approaching significant decision points that will affect the community in the short term and more importantly, the long term. It is anticipated that this night will be to review and provide important direction to the Commission, Citizen Organizing Team, Citizen Implementation Teams and staff.

There have been discussions at the Commission and Organizing Team levels about funding options. It is important for them to understand what the threshold is for the Council to determine what projects (dollars) should/could be done with abatement bonds and what projects (dollars) should/could be done through a referendum.

Should a referendum be desirable, we have been notified by the County that they need the title and text of a ballot questions by August 19, 2011. It would be important to begin working with the City Bond Council as soon as possible. Working back, the timeframe will be as follows:

- June 20th – Joint Meeting
- July 11th – Discuss recommended projects and costs
Decision on comfortable dollar amount
- July 18th – Decision on recommended projects and costs
Discussions with the City Bond Council

1

July 25th – Finalize referendum question and submit to County

2

August 8th – Review and update

3

4

5 Thanks for taking the time and interest in meeting with the Commission.

REQUEST FOR COUNCIL ACTION

Date: 6/20/11
Item No.: 10.c

Department Approval



City Manager Approval



Item Description: Grass Lake Water Management Board Presentation

BACKGROUND

The Grass Lake Water Management Organization Board has requested time at a city council meeting to discuss the update of its Water Management Plan, the current financing structure for the WMO, and a ten year plan that is going to require significantly more resources than past years. The Grass Lake WMO was created in 1983 through a joint powers agreement between Roseville and Shoreview as a result of legislation requiring watershed management separate from city operations. It was created to manage water resources in the most cost effective and efficient manner with city technical staff supporting the Board and carrying out the business of the WMO.

Water regulation has changed significantly since the creation of Grass Lake WMO. The Board is currently working with a consultant on its third generation Water Management Plan. This plan is required to be updated every 10 years to bring it in compliance with current regulation and to update goals and policies. The Minnesota Board of Soil and Water Resources (BSWR) has been monitoring watershed organization activity for several years and have been communicating with those organizations they feel have not taken an active enough role in protecting water resources. The Grass Lake Board has taken a more proactive role in recent years to ensure they are improving the resource. They have undertaken studies of water quality in response to action levels triggered by declining water quality in Lake Owasso. The new Plan will have regulatory standards and rules similar to the surrounding watershed districts. The new Plan will also contain a capital improvement plan to help achieve the WMO goals.

The WMO hired part time administrative staff in 2009 to help manage the increased expectations and activity of the Board as city staff could not absorb the increased workloads. They are currently meeting at least on a monthly basis. The new Plan will require significantly more administrative and Board activity than years past. This has raised the question of governance and whether the cities will respond positively to additional revenue requests.

Grass Lake WMO is the smallest organized watershed in the state. This is one reason it has been managed as a joint powers WMO rather than a watershed district with its own taxing authority. As a joint powers WMO, its board members are appointed at the local level rather than the county level. This allows for a higher level of local input into the management of the resources. The board is having discussions about what governance structure is best suited to manage the WMO into the future. There are three options: stay with the current governance structure, merge with another WMO such as the Vadnais Lake WMO, or dissolve the joint powers WMO and allow BSWR to combine it with another watershed district such as Ramsey Washington Metro Watershed District. The need to discuss governance is driven by the need for additional financial resources to carry out its new draft plan.

City staff has raised concerns with the Board regarding significantly higher level of support through our city wide storm water fees due to competing capital and operational needs of the city. There is also an equity issue within both cities regarding how watersheds are funded. Both Rice Creek Watershed District and Capital Region Watershed District have taxing authority and collect approximately \$20 per \$100,000 property valuation to fund their operations and capital programs. They collect the taxes only from the properties within their boundaries. These same properties also pay a portion of their citywide storm water fees to fund the Grass Lake WMO. If significantly higher amounts of revenue are required to fund the Grass Lake WMO the Council may want to consider alternative funding options to address the equity issue between properties in the two watershed districts and Grass Lake WMO properties.

The cities could revise their storm water rates to collect the annual Grass Lake WMO budget request only in the Grass Lake WMO boundary. This would eliminate the non Grass Lake WMO properties from subsidizing this WMO in addition to paying watershed district taxes. The cities have contributed approximately \$20,000-\$25,000 per year over recent years for Grass Lake WMO operations. The 2011 contribution is approximately \$37,000. The new draft Plan is contemplating an annual budget of \$250,000-\$300,000 to carry out its activity.

Staff is supportive of the WMO operating more independently of the cities. In meeting today's water regulations it is a difficult position to be both the regulator and the responsible party for meeting those regulations. The local interaction and partnership with the WMO can still be achieved with the current structure if the funding needs are addressed.

Karen Eckman the GLWMO Board Chair is scheduled to update the council on the current activity of the board and the funding challenges the updated management plan presents. Attached is copy of the PowerPoint presentation she will be speaking from.

POLICY OBJECTIVE

The City Comprehensive Plan and Comprehensive Surface Water Management Plans support environmental stewardship and compliance with current water quality regulatory goals.

BUDGET IMPLICATIONS

The City of Roseville currently funds 50% of the Grass Lake WMO budget through its Storm Utility Fund which is fee supported across the entire city.

STAFF RECOMMENDATION

Staff recommends that the City Council consider funding options for the Grass Lake WMO that would collect the revenue from within the boundaries of the watershed. The setting of storm utility rates within the Grass Lake WMO area to reflect the additional annual support for the WMO budget over and above the citywide storm utility fee would be relatively simple to implement.

REQUESTED COUNCIL ACTION

Discuss current Grass Lake WMO issues with the Grass Lake WMO Board.

Prepared by: Duane Schwartz, Public Works Director
Attachments: A. Joint Powers Agreement
B. Board Presentation Materials
C. Map

**AMENDED
JOINT POWERS AGREEMENT
CITY OF SHOREVIEW, MINNESOTA
CITY OF ROSEVILLE, MINNESOTA**

**ESTABLISHING AND EMPOWERING
THE GRASS LAKE WATER MANAGEMENT ORGANIZATION**

THIS AGREEMENT is made and entered into the 7 day of February 2005 by and between THE CITY OF ROSEVILLE, a municipal corporation and political subdivision of the State of Minnesota and THE CITY OF SHOREVIEW, a municipal corporation and political subdivision of the State of Minnesota.

WHEREAS, each City has the authority to manage surface waters within its boundaries pursuant to M.S.A. 412.221, Subd. 6; 444.075 and 462.357, Subd. 1; and

WHEREAS, each City may jointly exercise common authority by adopting a joint powers agreement pursuant to M.S.A. 471.59; and

WHEREAS, by means of a joint powers agreement, the Cities may establish a water management organization pursuant to M.S. 103B.211 and 103B.227-103B.252, inclusive; and

WHEREAS, a portion of each City lies within the geographical area hereinafter referred to as the "Grass Lake Watershed", which watershed is illustrated and described on **Exhibit A** attached hereto; and

WHEREAS, each City is desirous of jointly conducting a water management organization that would adopt a watershed management plan for the Grass Lake Watershed which plan would preserve and use natural water storage and retention systems.

NOW, THEREFORE, in consideration of the mutual undertakings herein expressed, the City of Roseville and the City of Shoreview agree as follows:

SECTION I

ESTABLISHMENT/PURPOSE OF WATER MANAGEMENT ORGANIZATION

The Grass Lake Watershed Management Organization is a public agency of the Cities of Roseville and Shoreview. The purposes of the Grass Lake Watershed Management Organization are as follows:

1. to protect, preserve and use natural surface and ground water storage and retention systems;
2. minimize public capital expenditures needed to correct flooding and water quality problems;
3. identify and plan for means to effectively protect and improve surface and ground water quality;
4. to establish a more uniform local policies and official controls for surface and ground water management;
5. to prevent erosion of soil and surface water systems;
6. to promote ground water recharge;
7. to protect and enhance fish and wildlife habitat, and water recreational facilities; and
8. to secure the other benefits associated with the proper management of surface and ground water.

SECTION II

DEFINITIONS

For purposes of this Agreement, the terms used herein shall have the meanings as defined in this Section.

Subdivision 1. The "Organization" means the Grass Lake Watershed Management Organization.

Subdivision 2. "Board" or "Board of Commissioners" means the governing body of the Organization.

Subdivision 3. "Council" means the governing body of the City of Roseville and/or the governing body of the City of Shoreview.

Subdivision 4. "Grass Lake Watershed" means the geographical area described and/or illustrated on Exhibit "A" attached and made a part of this Agreement.

Subdivision 5. "Commissioner" means a member of the Board of Commissioners.

Subdivision 6. "Comprehensive Plan" means a plan adopted by either the City of Roseville or the City of Shoreview pursuant to M.S.A. 473.858 to 473.862, inclusive, and any amendments to such plan.

Subdivision 7. "Capital Improvement Program" means an itemized program for at least a five-year period, and any amendments thereof, subject to at least biennial review, setting forth the schedule, timing and details of the specific contemplated capital improvements on an annual basis, together with their estimated costs, the need for each improvement, the financial sources for the payment of such improvements and the financial effect that the program will have on the City of Roseville, the City of Shoreview or the Organization.

Subdivision 8. "Local Water Management Plan" means a plan adopted by the City of Roseville or the City of Shoreview pursuant to M.S. 103B.235.

Subdivision 9. "Watershed Management Plan" means a plan adopted by the organization pursuant to M.S. 103B.231.

SECTION III

BOARD OF COMMISSIONERS

Subdivision 1. Appointment. The Organization shall be governed by a five member Board of Commissioners. Each City shall make appointments in such a manner so that the Cities will alternate each having three members of the Board every other year by making two or three year appointments.

Subdivision 2. Eligibility. Each City Council shall determine its own eligibility or qualification standards for its appointments to the Board of Commissioners, provided that city staff may not be a member of the Board.

Subdivision 3. Term of Office. Each Commissioner shall serve at the will and consent of the City Council who appointed the Commissioner or until the Commissioner's designated term of office expires, whichever event occurs first.

Subdivision 4. Vacancy. Any vacancy shall be filled for the unexpired term of any Commissioner by the City Council who appointed said Commissioner.

Subdivision 5. Record of Appointment. Each City shall, within thirty (30) days following the appointment of a Commissioner, file a written notice of such appointment with the Secretary of the Board.

Subdivision 6. Compensation. Each City may compensate the Commissioners it appoints, but the Commissioner shall not be compensated by the Organization or have expenses reimbursed by the Organization.

Subdivision 7. Officers of the Board. At the first meeting of the Board in each year, the Board shall elect from its Commissioners a chairperson, a vice chairperson and such other officers as it deems necessary to conduct its meetings and affairs. In the absence of the chairperson, the vice chairperson shall preside and perform the duties of the chairperson.

Subdivision 8. Rules and Regulations of the Board. The Board shall adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time in either a regular or special meeting of the Board provided that notice of such proposed amendment has been given to each Commissioner at least ten (10) day prior to the meeting at which the proposed amendment will be considered.

Subdivision 9. Quorum. A majority of the entire Board shall constitute quorum, but less than a quorum may adjourn a scheduled meeting.

Subdivision 10. Voting Requirements. All actions of the Board shall require three (3) affirmative votes.

Subdivision 11. Meetings. Regular meetings of the Board shall be held at least quarterly on days selected by the Board. A schedule of regular meeting dates shall be adopted annually by the Board. Special meetings may be held at the request of the Board Chairman or at the request of two (2) Commissioners provided that such special meeting shall be preceded by not less than three (3) days written notice of the time, place and purpose of the special meeting. The notice of the special meeting shall be delivered or mailed to the residence of each commissioner and to each person who has filed a written request for notice of special meetings with the Board. All meetings of the Board shall be subject to the provisions of the Minnesota Open Meeting Law.

Subdivision 12. Location of Board Office. The Board shall maintain a business office at 2660 Civic Center Drive within the City of Roseville. All notices to the Board shall be delivered or served to such office. Each City shall be compensated for administrative services rendered to the Organization.

SECTION IV
WATERSHED MANAGEMENT TAX DISTRICT

Each City may establish a watershed management tax district for the portion of its corporate boundaries which lie within the Grass Lake Watershed pursuant to the provisions of M.S. 103B.245. Neither the provisions of this Agreement nor the establishment of a watershed management tax district shall prevent the Councils of the City of Roseville or the City of Shoreview from electing to finance the planning for water management; financing of capital improvements; or for providing the normal and routine maintenance of capital improvements within the Grass Lake Watershed by other resources.

SECTION V
POWER AND DUTIES OF THE BOARD OF COMMISSIONERS

Subdivision 1. Organization. The Organization, acting by its duly appointed Board of Commissioners, shall have the powers and duties set forth in this section.

Subdivision 2. Watershed Management Plan. The Board shall prepare a watershed management plan for the Grass Lake Watershed. The plan shall:

- a. describe the existing physical environment and land usages within the Grass Lake Watershed and shall further describe the environment and land usages proposed for the Grass Lake Watershed by the existing Comprehensive Plans for the Cities of Roseville and Shoreview and by the Comprehensive Plan adopted by the Metropolitan Council;
- b. present information on the hydrologic system in the Grass Lake Watershed, the system's components and existing and potential problems relating thereto;
- c. state objectives and policy (including those relating to management principles, alternatives and modifications) concerning water quality and to protect the natural characteristics of the Grass Lake Watershed;
- d. set forth a management plan that includes a statement of the hydrologic and water quality conditions to be sought and that shall further itemize significant opportunities for improvement such conditions;

- e. describe conflicts between the surface water management plan of the Grass Lake Watershed and existing management plans of the Cities of Shoreview and Roseville;
- f. set forth an implementation program consistent with the management plan that includes a capital improvement program and standards and schedules for amending the Comprehensive Plans and official controls of the Cities of Roseville and Shoreview in order to bring about conformance with the water surface management plan for the Grass Lake Watershed;
- g. get out a procedure for amending the water surface management plan.

Subdivision 3. Annual Operating Budget. On or before June 1 of each year the Board shall prepare a proposed operating budget and recommend its approval to the Cities. Each City will review the operating budget for the following fiscal year and shall either approve the proposed operating budget or a budget as amended by the Cities within sixty (60) days of receipt of the Board recommendation. Upon City approval of the Organization's operating budget, each City shall pay to the Organization an amount equal to one-half (1/2) of the approved operating budget in the following manner:

- a. One-half (1/2) of each City's obligation shall be paid to the Organization on or before July 1 of the fiscal year approved; and
- b. One-half (1/2) of each City's obligation shall be paid to the Organization on or before December 1 of the fiscal year approved.

Subdivision 4. Capital Improvement Project. On or before June 1 of each year the Board shall prepare a capital improvements program and recommend its approval by the Cities. Each City agrees to review and approve or disapprove the capital improvement program within sixty (60) days of receipt of the Board's recommendations. Each City agrees to contribute its proportionate share of the cost of constructing capital improvements approved by the Cities for projects within the Grass Lake Watershed.

Subdivision 5. Committees. The Board may appoint such committees and subcommittees as it deems necessary.

Subdivision 6. Reserved.

Subdivision 7. Review and Recommendations. Where the Board is authorized or requested to review and make recommendations on any matter, the Board shall act on such matter within ninety (90) days. Failure to act within such time periods shall constitute a waiver of the Board's authority to make recommendations.

Subdivision 8. Local Water Management Plan. After consideration but before adoption by its governing body, each City shall submit its watershed management plan or any amendment thereof to the Board for review of its consistency with the water surface management program of the Grass Lake Watershed. The Board shall approve or disapprove each City's management plan or parts thereof. The Board shall have ninety (90) days to complete its review. If the Board fails to complete its review within the prescribed time period, unless an extension is agreed to by the City, the City's plan shall be deemed approved.

Subdivision 9. Data. The Board may establish and maintain devices for acquiring and recording hydrological data within the Grass Lake Watershed.

Subdivision 10. Claims. The Board may enter upon lands within or without the Grass Lake Watershed to make surveys and investigations to accomplish the purposes of the Board. The Board shall be liable for actual damages resulting therefrom, but every person who claims damages shall serve the Chairman or Secretary of the Board with a notice of claim as required by M.S.A. 466.05.

Subdivision 11. Legal and Technical Assistance. The Board may provide legal and technical assistance in connection with litigation or other proceedings between one or more of its members and any other political subdivision, commission, board or agency relating to the planning or construction of facilities to drain or pond storm waters within the Grass Lake Watershed.

Subdivision 12. Reserve Funds. The Board may accumulate reserve funds for the purpose herein mentioned and may invest funds of the Board not currently needed for its operations in the manner and subject to the laws of Minnesota applicable to statutory cities.

Subdivision 13. Monies Collectable. The Board may collect monies, subject to the provisions of this Agreement, from the Cities and from any other source approved by a majority of its Board.

Subdivision 14. Contracts. The Board may make contracts, incur expenses and make expenditures necessary and incidental to the effectuation of these purposes and powers and may disburse therefor in the manner hereinafter provided. Every contract for the purchase or sale of merchandise, materials or equipment by the Board shall be let in accordance with the Uniform Municipal Contracting Law. No member or employee of the Board or officer or employee of any of the Cities shall have a direct or indirect financial interest in any contract made by the Board.

Subdivision 15. Surveys. The Board may make necessary surveys or utilize other reliable surveys and data and develop projects to accomplish the purposes for which the Board is organized.

Subdivision 16. Other Governmental Units and Agents. The Board may cooperate or contract with the State of Minnesota or any subdivision thereof or Federal agency or private or public organization to accomplish the purposes for which it is organized.

Subdivision 17. Water Conveyances. The Board may order any City, governmental unit or units to construct, clean, repair, alter, abandon, consolidate, reclaim or change the course of terminus of any ditch, drain, storm sewer, water course, natural or artificial, that affects the Grass Lake Watershed in accordance with adopted plans.

Subdivision 18. Watershed Operations. The Board may order any City to acquire, operate, construct or maintain dams, dikes, reservoirs and appurtenant works in accordance with adopted plans.

Subdivision 19. Storm and Surface Waters. The Board shall regulate, conserve and control the use of storm and surface water within the Grass Lake Watershed pursuant to its adopted plan.

Subdivision 20. Insurance. The Board may contact for or purchase such insurance as the Board deems necessary for the protection of the Organization.

Subdivision 21. Audit. The Board shall cause to be made an annual audit of the books and accounts of the Organization and at least once each year shall make and file a report with the Cities including the following information

- a. the financial condition of the Organization;
- b. the status of all Organization projects and work within the Grass Lake Watershed and
- c. the business transacted by the organization and other matters that affect the interests of the Organization.

Subdivision 22. Records. The Board's books, reports and records shall be available for and open to inspection by the Cities at all times.

Subdivision 23. Reserved.

Subdivision 24. Other Powers. The Board may exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein as authorized by the Cities.

Subdivision 25. Permits. The Board shall cooperate with the State of Minnesota, its agencies and other political subdivisions in obtaining all required permits. It shall review permits issued by the Cities to accomplish the purposes of the Organization.

Subdivision 26. Local Studies. Each City reserves the right to conduct separate or concurrent studies on any matter under study by the Organization.

Subdivision 27. Gifts, Grants, Loans. The Organization may, within the scope of this Agreement, accept gifts, apply for and use grants or loans of money or other property from the United States, the State of Minnesota, a unit of government or other governmental unit or organization, or from any person or entity for the purposes described herein and may enter into any reasonable agreement required in connection therewith; it may comply with any laws or regulations applicable thereto; and it may hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

SECTION VI

DURATION

Subdivision 1. The Joint Powers Agreement shall continue until terminated by the Cities as herein provided.

Subdivision 2. Reserved

Subdivision 3. Any City may petition the Board to dissolve the Organization. The Board shall hold a meeting preceded by thirty (30) days' written notice to the Clerks of each City. Upon a favorable vote of a majority of the entire Board, the Board may recommend that the Organization be dissolved. Such recommendation shall be submitted to each City and, if ratified by each City Council within sixty (60) days, the Organization shall be dissolved following expiration of a reasonable time to complete the work in progress and following compliance with the provisions of M.S. 103B.221 and M.S. 103B. 225.

SECTION VII

DISSOLUTION

Upon dissolution of the Organization, all property of the Organization shall be sold and the proceeds hereof, together with the monies on hand, shall be distributed to the Cities in proportion to the contributions made by the Cities to the Organization in its last annual budget.

SECTION VIII
EFFECTIVE DATE

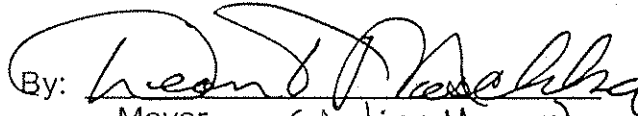
This Agreement and any amendments thereto shall be in full force and effect upon the filing of a certified copy of the resolution approving this Agreement by each City. Said resolutions shall be filed with the Roseville City Engineer who shall notify each City in writing of its effective date.

SECTION IX
COUNTERPARTS

This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on each City notwithstanding that each City may not be a signatory to the original of the same counterpart.

IN WITNESS WHEREOF, the Cities have hereunto set their hands the day and year first above written.

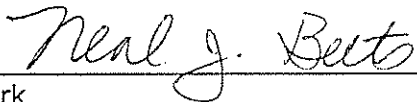
CITY OF ROSEVILLE

By: 
Mayor (Acting Mayor)

SEAL

DATED: 3/28/05, 2005

ATTEST:


City Clerk

CITY OF SHOREVIEW

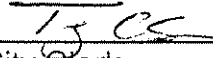
By: 

Mayor

SEAL

DATED: February 2, 2005

ATTEST:


City Clerk

F:\users\Janice\Jerry\SV\Grass Lakes Joint Powers Agreement-4.doc

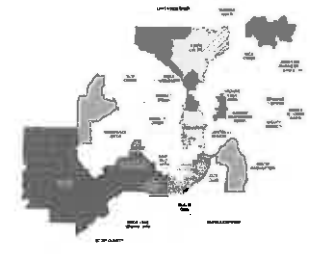
**Grass Lake
Watershed Management Organization**



**2012 Budget Proposal
3rd Generation Plan
2011 - 2021**

8/10/11 ka/jm

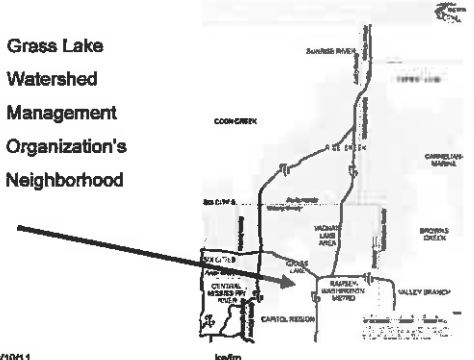
**Twin Cities Metropolitan Area
Watershed Districts and Management Organizations
Plan Revision Dates**



Plan Revision Date
Revised in Progress: 06, 10, 12
06, 10, 12
06, 10, 12

8/10/11

**Grass Lake
Watershed
Management
Organization's
Neighborhood**



8/10/11 ka/jm

GLWMO Neighbors:

Comparison:	VLAWMO	R-WMWD	GLWMO
Size	25 sq. mi.	56 sq. mi.	9 sq. mi.
Budgets:	\$430,000	\$7,700,000	\$150,000
Funding:	Storm Water Utility Fees for VLAWMO	Tax levy Authority Grants	Storm Water Utility Fees
Staffing:	3 Full time	14 Full time	1 Part time Consultant
Governance:	6 City Council Persons	Board appointed by County Commissioners	5 Appointed By City Councils

6/10/11

ke/jm

Grass Lake Watershed Management Organization

Shoreview:

Owasso, Wabasso, Snail, Grass, Emily, Judy, Shoreview, & Kreis Pond

Roseville:

Owasso, Bennett, Willow, Central Park West, Central Park East, Westwood Village Pond, & Charlie Pond



6/10/11

ke/jm

History

- 1982 - MN Metro Surface Water Act
- 1983 JPA Roseville/Shoreview
- 1987 1st Plan
- 1993 Snail Lake Augmentation
- 2001 2nd Plan
- 2005 JPA Amended
- 2006 Barr Lake Owasso Study Begins
- 2007 BWRSR increases oversight
- Zebra Muscles in Sucker Lake
- 2008 - 2009 City Support constrained by economy
- 2008 Barr Owasso study extended due to drought
- 2009 Shoreview previous concrete Woodbridge Road project
- 2010 Ramsey Conservation District 1 yr. Admin. Contract
- BWRSR Grant approved for Roseville Aladdin St. BMP
- Delayed BWRSR '07 - '09 reports submitted
- 2011 GLWMO Board begins to meet monthly
- Tom Petersen Admin. Contract
- 3rd Plan process begins w/ EOR

6/10/11

ke/jm

Grass Lake Watershed Management Organization

2011 Board of Commissioners



6/10/11

Roseville:
Steve Barrett 2012
Jonathan Miller 2013
Mary Kay Von DeLinde 2012

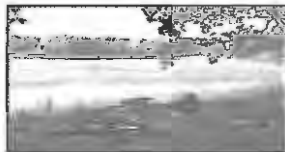
Shoreview:
Karen Eckman 2011
Chuck Westerberg 2011

ksjgm

GLWMO Mission

Collaborate with member communities & stakeholders to protect, manage & improve the resources in its 9 sq. mile watershed by:

- Providing actionable, research-based information to support decision-making
- Changing attitudes & actions toward water quality stewardship
- Ensuring proper stewardship of public resources & funds
- Securing grants for water quality projects
- Reporting measurable results as goals are achieved



6/10/11

ksjgm

3rd Generation Plan Impact on Cities

- Development of local Water Plan
- update within 2 years of
GLWMO Plan adoption
(Jan., 2014)
- Shared costs - not reflected in 10
Yr. Budget
- Minimal impact on ordinances
- Wetlands - cities continue as
LGU for WCA



6/10/11

ksjgm

What is changing in 3rd Generation Plan?

- Water Body Classifications
- GLWMO's role in monitoring water quality
- Financial needs to implement CIPs to protect and improve water quality
- MPCA 2011 TMDL for Grass Lake Watershed
- GLWMO Rules Added



8/10/11

ka/jm

2011 TMDL * Study

A Restoration & Protection Plan with Implementation Recommendations

- Lead agency: MN Pollution Control Agency
- Contractor: EOR
- Cost: \$100,000 (Legacy Funding - MPCA)
- Focus: Nutrient reduction strategies for Bennett Lake, Lake Emily & Lake Owasso
- Includes total GLWMO area
- Involves: Public input, GLWMO Technical Advisory Committee, & Expanded GLWMO monitoring data
- Timing: 2012 - 2013

8/10/11

ka/jm

GLWMO Management Responsibility Classification*

*Revised in 10 Year Draft Plan

WMO Managed	Lake Owasso Lake Wabasso Snell Lake Grass Lake
Cooperatively Managed	Bennett Lake Central Park Pond East Central Park Pond West Charlie Pond Krohn (Hatched) Pond Lake Emily Lake Judy Shoreview Lake Woodstock Village Pond Willow Pond Pond 10, 11, 14, 20, 21, 22, 23, 24
City Managed	All other water bodies - All other wetlands and stormwater ponds

8/10/11

ka/jm

Management Responsibility Framework

Lead Agency:	GLWMO Managed	Cooperatively Managed	City Managed
Classifying the Resource	X	X	X
Setting Numeric Goals or Action Levels	X	X	X
Monitoring the Resource	X	X	X
Tracking Trends	X	X	X
Conducting Studies	X		X X
Implementing Projects	X		X X
Maintenance Activities			XXX

8/10/11

ksjm

GLWMO 10 YEAR BUDGET 2012 - 2021 (\$000)

	2012	2013	2014	2015	2016	2017	2018	2019	2020	10 Yr Total
* Admin	34	49	48	52	61	63	63	66	58	\$510
Option 1	110	141	128	175	178	186	224	229	236	\$1,847
Option 2	198	231	219	280	265	278	316	324	338	\$2,778
Yrly Only										

8/10/11

ksjm

Proposed 2012 GLWMO Budget

	2011 Actual Projected	2012 Proposed Budget
Operations	30,000	34,700
Planning	65,800	0
Projects/Programs	84,100	75,000
Total:	\$179,900	\$109,700
Revenue:	Actual	Projected
Cities:	\$73,700	\$80,000

8/10/11

ksjm



Timeline for Watershed Plan Review

Begin planning 1 to 1.5 years before expiration

- Develop plan with key partners and public input
- Utilize citizen and technical advisory committees
- Hold a kick-off or initial planning meeting
- Identify and prioritize issues
- Assess existing plan, data and information
- Establish measurable goals and policies, and a comprehensive implementation program



Submit the draft plan to BWSR, DNR, PCA, MDA, MDH, DOT, Met Council, counties, cities, townships, SWCDs and adjacent WMOs/WDs

- 60 days to respond with comments
- Counties may approve or disapprove Capital Improvements identified in the plan if county funds are to be used



Public hearing by WMO/WD no sooner than 14 days after the close of the 60-day draft plan review period

- Respond in writing to concerns expressed by review agencies at least 10 days before the public hearing



Submit final draft plan, summary of revisions, all comments and record of public hearing to BWSR, DNR, PCA, MDA, MDH, Met Council, and local entities if desired, for final review

- BWSR has 90 days to complete its review and approve or disapprove all or parts of the plan

A Comparison of a Watershed District to a Joint Powers Watershed Management Organization

Governance Issues

Duties and Responsibilities	Watershed District	Metro Area Watershed District	Joint Powers WMO
Adopt a Watershed Management Plan	M	M	M
Prepare an annual report	M	M	M
Appoint an advisory committee	M	M	M [1]
Manage transferred drainage system	M	M	D
Receive drainage system improvement and establishment petitions	M	M	D
Adopt water management rules	M	M	D
Receive petitions for projects	M	M	D
Conduct hearing on annual budget	M	M	D
Hire employees	D	D	D
Enter into contracts and agreements	D	D	D
Regulate development	D	D	D
Initiate projects	D	D	D
Approve local water plans	D	M	M
Financing authority	D	D	D
Ad valorem tax	D	D	D
Special assessments [2]	D	D	D
Stormwater utilities [2]	D	D	D
Fees [2]	D	D	D

[1] A JPA WMO must identify a procedure for establishing citizen and technical advisory committees. (8410.0030, Subp. 1G)

[2] May be assessed on a subwatershed basis by a local unit of government within a WD/WMO

M=Mandatory

D=Discretionary

A Comparison of a Watershed District to a Joint Powers Watershed Management Organization

Governance Issues

Watershed District

3 to 9 Managers

Managers appointed by County Board. (The first WD board of managers is appointed by the Board of Water and Soil Resources. All later replacements are appointed by the County Board.)

Managers cannot be public officers of the county, state, or federal government.

General Fund
(\$250,000 or 0.048% ad valorem)

Organizational Expense Fund
(\$60,000 or 0.01596% ad valorem)

Project Establishment:

- * Capital improvement projects defined in the Plan
- * Basic water management project (0.00798%)
- * By Petition

A local unit of government within a WD may establish a Special Tax District by subwatershed. (103B.245, Subd 1(b)) WD cannot tax by subwatershed.

Programs and Policies are defined in Plan.

County must levy what the WD requests. (Statutes place limits on the amount a WD may levy.)

Joint Powers WMO

Any number, but usually one per member.

Board members are appointed by members.

After December 31, 1999, staff of local units of government that are members of the watershed management organization are not eligible to be appointed to the board (and other limitations as defined in the JPA).

No limit except as defined in the JPA.

No limit except as defined in the JPA.

Project Establishment:

- * Capital improvement projects defined in the Plan
- * Basic water management project
- * By Petition

A local unit of government within a JPA WMO may establish a Special Tax District by subwatershed. (103B.245, Subd 1(b)) JPA WMOs can not tax by subwatershed.

Programs and Policies are defined in Plan.

County may veto capital improvements when county funding is proposed.

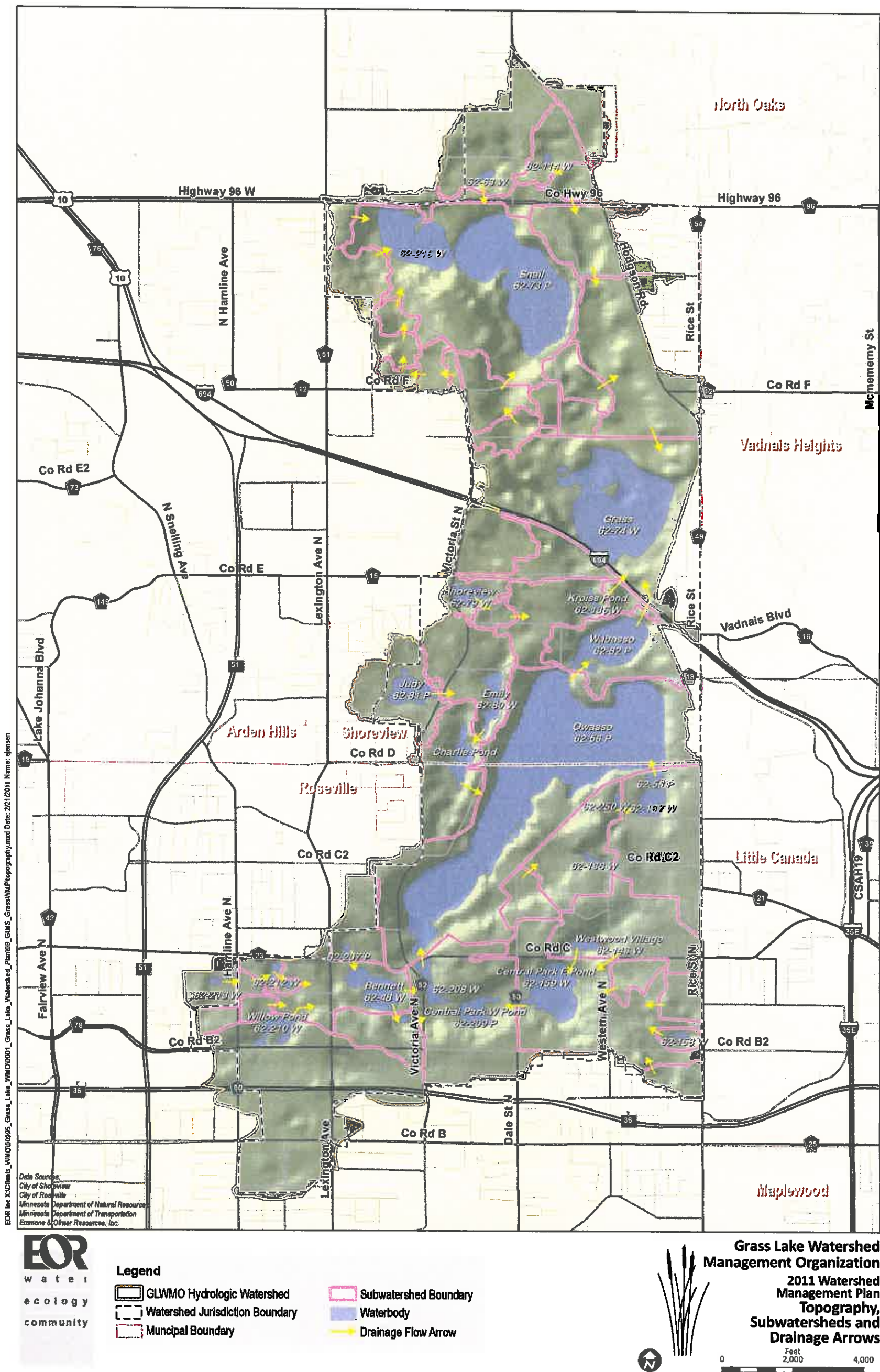


Figure 3. Grass Lake WMO Topography and Subwatersheds

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/20/11
Item No.: 12 . a

Department Approval



City Manager Approval



Item Description: Approve Contract to Prepare Environmental Documentation for the Twin Lakes AUAR Subarea I Infrastructure Improvements

BACKGROUND

In 2009, the City received a \$1 million federal appropriation to complete public infrastructure construction work within the Twin Lakes Redevelopment Area. Because the funding source is federal, we are required to develop additional environmental documentation to proceed with the project. This process is managed by the Minnesota Department of Transportation's Office of State Aid, who in turn coordinates the funding approval with the Federal Highway Administration. The environmental documentation approval process takes between 3 months to a year to complete depending on the issues identified. In order to use these funds for a project, the environmental documentation needs to be approved and the project authorized by MnDOT prior to soliciting bids for the project.

As a result, due to timing we were unable to use these funds for the construction of the Twin Lakes Phase 2 public infrastructure project in 2010. At the time the City Council authorized staff to bid the Phase 2 project we had sufficient funding through TIF balances and other grants sources.

To ensure that these funds are available for Twin Lakes Infrastructure construction, staff recommends that the City proceed with the development and approval of the necessary environmental documentation.

Staff is recommending that the funds be used to purchase the right of way necessary to construct Phase 3 of the public infrastructure. This is the next logical step in the construction of the public infrastructure.

We have discussed with MnDOT what is required to proceed with using the federal funds to purchase this right of way and have been advised that we need to complete a Project Memorandum (PM). Completing a PM for the proposed project requires experienced transportation planners and NEPA (National Environmental Policy Act) specialists. To accomplish this work, staff has solicited proposals from three consulting companies. Staff has reviewed the proposals and is recommending that we hire SRF Consulting Group, Inc. to complete the work. They worked on the AUAR and are very familiar with the site and they have staff experienced in developing environmental documentation of this nature. What follows is a summary of the proposals received:

Consultant	Estimated Cost
SRF Consulting Group, Inc	\$18,566
Bolton & Menk, Inc.	\$25,640
WSB & Associates	\$37,862

Federal environmental review requirements apply to any project that uses Federal Funds. The selected consultant will use the City's Twin Lakes AUAR (2007) and other environmental studies as an information base. New impact measurement corresponding to the project and land acquisition area will

be developed. In addition the following items will also be evaluated:

- 1) Physical impacts of the right-of-way acquisition, such as building removal;
- 2) Environmental hazards
- 3) Noise Evaluation
- 4) Section 4(f) concerns in the area of Langton Lake and the surrounding recreational area; and
- 5) Section 106 implications regarding the historical/ cultural significance of impacted buildings.

Despite the limited scope of the right-of-way acquisition, it is being purchased for a road project that extends from Cleveland to Fairview Avenue as a logical terminus, and therefore, the impacts of the full length of the project must be included in the PM.

POLICY OBJECTIVE

Until the environmental documentation is completed, the funds are not considered encumbered. Unencumbered funds can be re-appropriated by the Federal Government. Moving ahead with this environmental documentation will ensure that these funds are available for City use.

FINANCIAL IMPACTS

Staff recommends that the Hazardous Substance Subdistrict of TIF District 11 be used to fund this environmental document development.

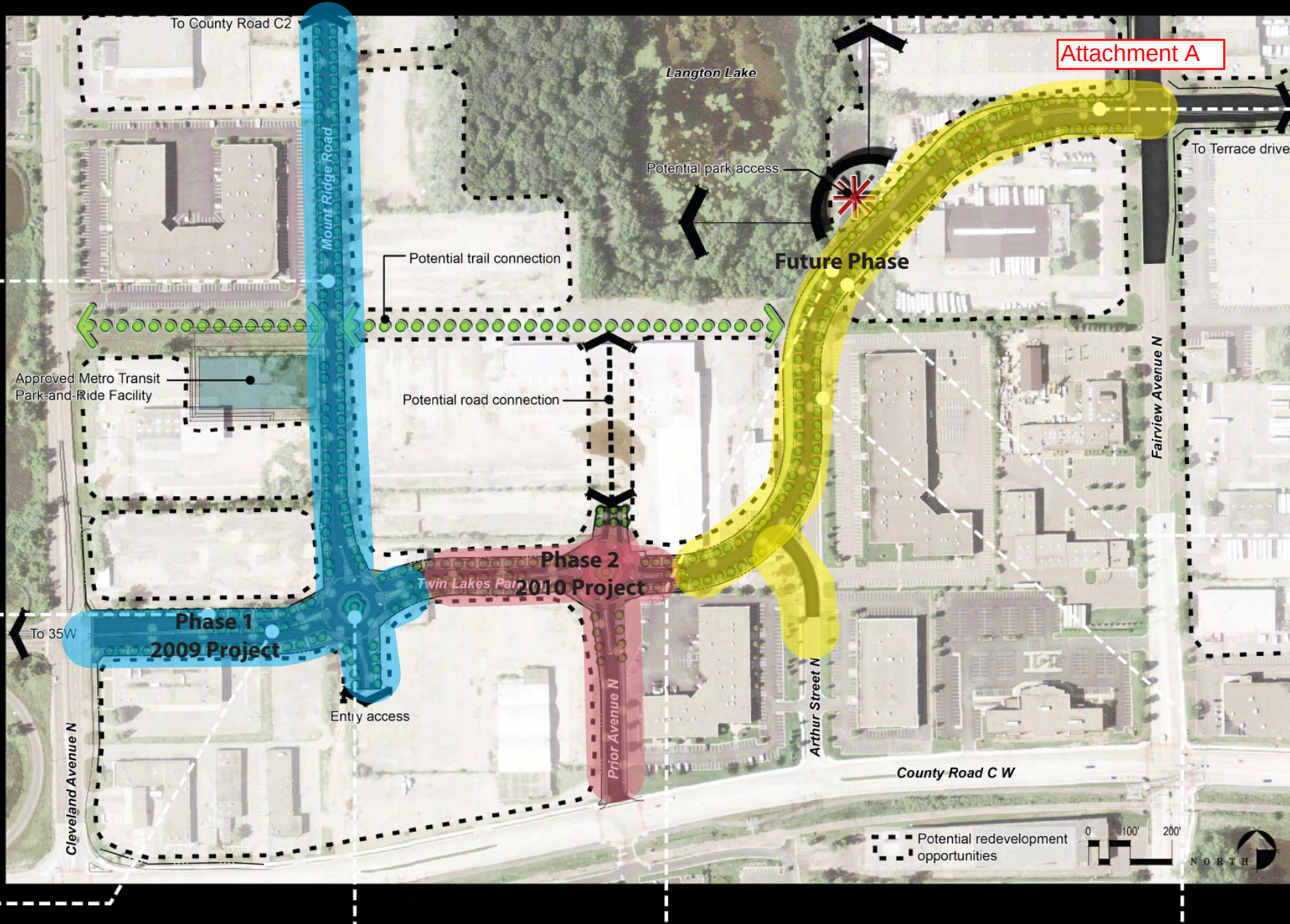
STAFF RECOMMENDATION

Staff recommends that the City Council authorize staff to enter into a contract with SRF Consulting Group, Inc. to prepare Environmental Documentation for the Twin Lakes AUAR Subarea I Infrastructure Improvements.

REQUESTED COUNCIL ACTION

Motion to authorize the City Manager to Contract with SRF Consulting Group, Inc. to Prepare Environmental Documentation for the Twin Lakes AUAR Subarea I Infrastructure Improvement.

Prepared by: Debra Bloom, City Engineer
Attachments: A. Project Phasing Map



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 6-20-11
Item No.: 12 . b

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to Perform an Abatement for Unresolved Violations of City Code at 2941 Rice Street.**

BACKGROUND

- The subject property is a single-family detached home. The home is in foreclosure and the owners have stated they are to vacate the home July 11, 2011.
- The current owners are James Dunaway and Sheril Dunaway.
- Current violations include a dilapidated garage and shed in significant disrepair and in danger of partial collapse. This is a violation of City Code Sections:
 - o 407.02.D: Debris.
 - o 407.02.J: Building Maintenance and Appearance.
 - o 407.02.K: Standards.
 - o 906.05.C: Exterior Structure.
 - o 906.05.E: Interior Structure
 - o 906.05.G: Rubbish and Garbage.
- On May 6, 2011, following a complaint received from the public about a dilapidated detached garage and shed located at 2941 Rice Street, city staff inspected the two structures. Staff observed that the garage was extremely dilapidated with large holes in the roof, significant rot and decay throughout, and, the building in danger of partial collapse. The shed was observed to be in the same condition. City staff posted the garage structure Condemned and contracted to have the two structures fenced off to prohibit entry (per City Code Sections 906.03.H Unsafe Structures and Equipment, and 906.03.I Emergency Measures).
- On May 20, 2011 notice was sent to both the property owner on record and the bank holding the mortgage identifying the specific City Code violations, the act of condemnation, and, requesting the detached garage and shed be repaired or removed within 20 days.
- A follow-up inspection on June 9th revealed the violations continuing.
- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

- Property maintenance through City abatement activities is a key tool to preserving high-quality residential neighborhoods. Both Imagine Roseville 2025 and the City's 2030 Comprehensive Plan support property maintenance as a means by which to achieve neighborhood stability. The Housing section of Imagine Roseville suggests that the City "implement programs to ensure

safe and well-maintained properties.” In addition, the Land Use chapter (Chapter 3) and the Housing and Neighborhoods chapter (Chapter 6) of the Comprehensive Plan support the City’s efforts to maintain livability of the City’s residential neighborhoods with specific policies related to property maintenance and code compliance. Policy 6.1 of Chapter 3 states that the City should promote maintenance and reinvestment in housing and Policy 2.6 of Chapter 6 guides the City to use code-compliance activities as one method to prevent neighborhood decline.

- City Code Sections pertaining to this case:
 - o 906.03.H - Unsafe Structures and Equipment: requires an unsafe structure to be posted condemned.
 - o 906.03.I – Emergency Measures: allows for the boarding of unsafe structures to make them temporarily safe.
 - o 906.03.J – Demolition: allows for requiring the owner to repair or demolish the structure. Furthermore, if the owner does not comply, allows the City to demolish the structure with the cost of demolition and removal to be charged against the real-estate.

FINANCIAL IMPACTS

- A City abatement would involve demolishing the dilapidated garage and shed, and, disposing of all structure debris and structure contents:
 - o Approximately - \$ 10,000.00
- In the short term, costs of the abatement will be paid out of the HRA budget, which has allocated \$100,000 for abatement activities. The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 906.03.J. Costs will be reported to Council following the abatement.

STAFF RECOMMENDATION

Staff recommends that the Council direct Community Development staff to abate the above referenced unsafe structure violations at 2941 Rice Street by demolishing and removing the two structures.

REQUESTED COUNCIL ACTION

Direct Community Development staff to abate the unsafe structure violations at 2941 Rice Street by hiring a general contractor to demolish both the dilapidated garage and shed, and, to dispose of the structure debris and contents. The owner will first be given an additional 10 days to remove or repair the structures, or, remove any contents.

The property owner will then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as specified in Section 906.03.J.

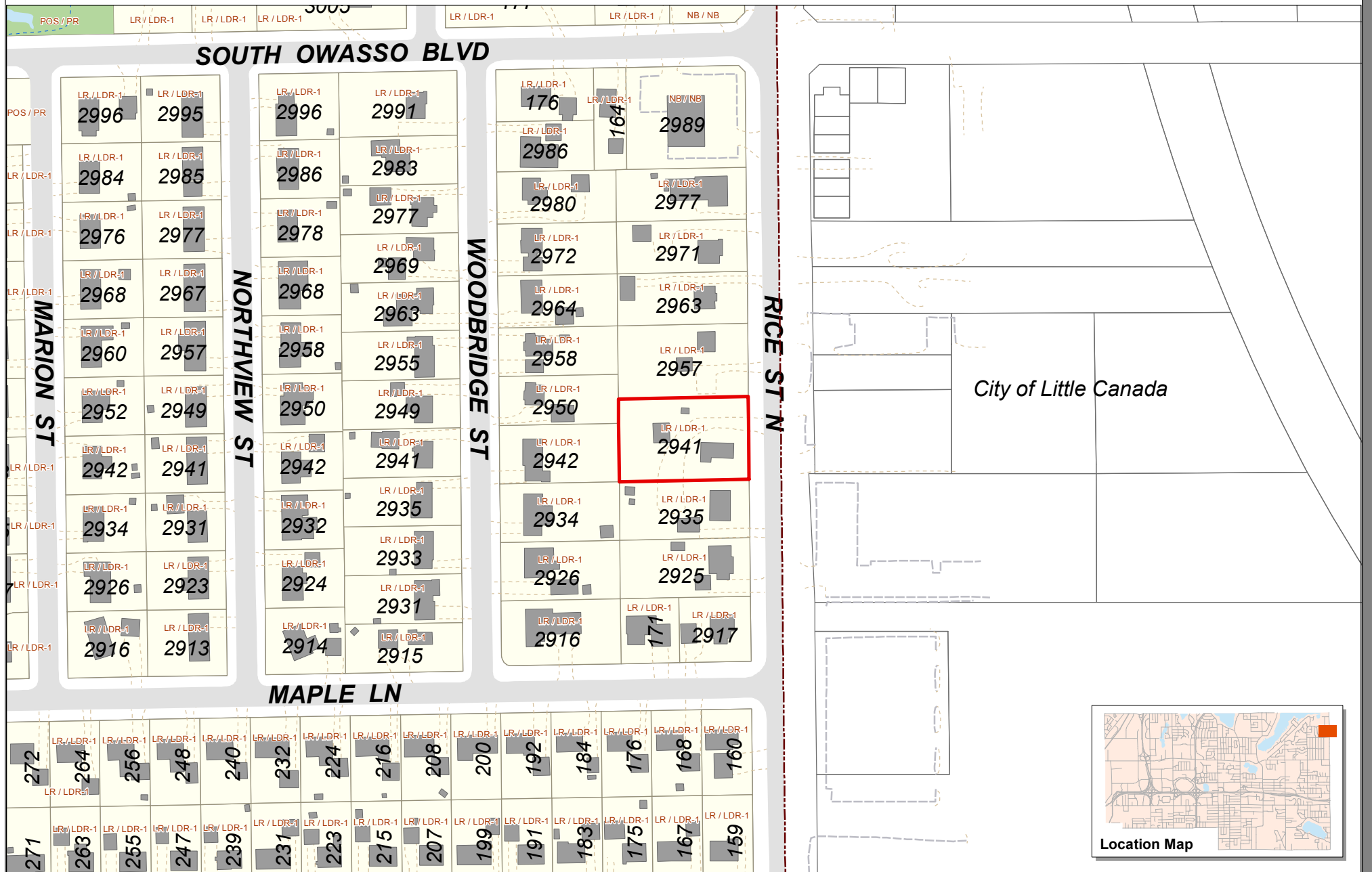
Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2941 Rice Street.

B: Resolution

C: Photographs

2941 Rice St N



Prepared by:
Community Development Department
Printed: May 16, 2011

Site Location

Comp Plan / Zoning
Designations

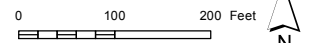
Data Sources

* Ramsey County GIS Base Map (5/2/2011)
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.

Location Map



mapdoc: planning_commission_location.mxd

**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 20th day of June, 2011, at 6:00 p.m.

The following members were present:

the following were absent:.

Member introduced the following resolution and moved its adoption:

RESOLUTION NO.

**DECLARING THE GARAGE AND SHED LOCATED AT 2941 RICE STREET
UNSAFE STRUCTURES AND REQUIRING THEIR REPAIR OR
DEMOLITION.**

WHEREAS, pursuant to City Code Sections 906.03.H the City Council of Roseville finds the garage and shed located at 2941 Rice Street to be Unsafe Structures for the following reasons:

- The detached garage is extremely dilapidated with numerous large holes in the roof and significant rot in both the structural and non-structural members. The structure is in danger of partial collapse.
- The shed is extremely dilapidated with holes in the roof and significant rot in both the structural and non-structural members. The structure is in danger of partial collapse.

WHEREAS, the conditions listed above are more fully documented in photographs and the Request for Council Action which are attached to this resolution as exhibit C.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
ROSEVILLE, MINNESOTA, AS FOLLOWS:**

- That the owner must repair or remove the two unsafe structures within 10 days or the City will contract to have the two unsafe structures demolished and the structure contents disposed of.
- That the owner must remove all personal property and/or fixtures that will reasonably interfere with the work within the same 10 day period. If the property and/or fixtures are not removed, and the city enforces this order, the

Attachment B

city may sell or dispose of personal property, fixtures, and/or salvage materials after three days posted notice.

- That if the city must take actions to enforce this order all enforcement costs, including attorney fees, will be specially assessed against the property and collected in accordance with Roseville City Code Section 906.03.J.
- That city staff are authorized to serve this order upon the owner of the premises at 2941 Rice Street and all lien-holders of record.
- That city staff are authorized to proceed with the enforcement of this order as provided in Roseville's City Code Section 906.03.J.

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.

Declaration of the garage and shed located at 2941 Rice Street a hazardous building
under Roseville's Building Maintenance and Preservation Code

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville,
County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared
the attached and foregoing extract of minutes of a regular meeting of said City Council
held on the 20th day of June, 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 20th day of June, 2011.

William J. Malinen, City Manager

(Seal)

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

_____ day of _____ 20__

by: William J. Malinen

- 1 **ATTACHMENT C**
 - 2 **Photographs of Abatement for Unresolved Violations of City Code at 2941 Rice Street.**
-



ROSEVILLE
REQUEST FOR COUNCIL ACTION

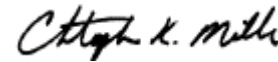
Date: 06/13/2011

Item No.:

Department Approval



Acting City Manager Approval



Item Description: Accept a Livable Housing Incentives Account Grant for Sienna Green II and enter into a Memorandum of Understanding with AEON

BACKGROUND

The Metropolitan Council has awarded the City of Roseville a grant from the Livable Housing Incentives Account (LHIA) for the Sienna Green Phase II project. The grant is in the amount of \$300,000 and will assist in the construction of the Phase II 50-unit building. The City needs to approve entering into a grant agreement with Metropolitan Council. In addition, staff is requesting that the City enter into a Memorandum of Understanding with AEON regarding the disbursement of the LHIA funds.

POLICY OBJECTIVE

By accepting the LHIA grant, the City is helping Aeon secure the financial resources to construct Sienna Green Phase II, an affordable housing project, which is supported by the 2030 Comprehensive Plan.

FINANCIAL IMPACTS

By approving these contracts, there are no fiscal impacts to the City as Aeon will be undertaking the work identified in the LHIA grant. The match requirement outlined in Section 2.02 in the Metropolitan Council agreement will be the TIF funds that AEON will be receiving as part of the project. The LHIA grant funds will only be given to AEON once the eligible work has been completed.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the execution of the LHIA grant contract between the City and the Metropolitan Council in order to facilitate the rehabilitation of Sienna Green Phase II.

Staff also recommends that the City Council approve a memorandum of understanding between the City and Aeon that outlines the responsibilities of the City and AEON regarding the use of the LHIA grant.

REQUESTED COUNCIL ACTION

By MOTION, approve the grant contract between the City and the Metropolitan Council for \$300,000 from the Livable Housing Incentives Account.

By MOTION, approve a memorandum of understanding between the City and Aeon that identifies the responsibilities and the expectations of the City and AEON pertaining to the use of the LHIA grant.

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071

Attachments: A: Livable Housing Incentives Account Contract

B: Memorandum of Understanding

GRANTEE: City of Roseville		GRANT NO. SG010-125
PROJECT: Sienna Green Phase II		
GRANT AMOUNT: \$300,000.00	FUNDING CYCLE:	Fall 2010
COUNCIL ACTION: December 8, 2010	EXPIRATION DATE:	December 31, 2012

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the Metropolitan Council ("Council") and the Municipality or Development Authority identified above as "Grantee."

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act ("LCA") and the policies of the Council's Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.254 establish within the Metropolitan Livable Communities Fund a Local Housing Incentives Account and require the Council to annually distribute funds in the account to Participating Municipalities that have not met their affordable and life-cycle housing goals and are actively funding projects designed to help meet the goals, or to Development Authorities for projects located in eligible Municipalities; and

WHEREAS, the Grantee is a Municipality that has negotiated affordable and life-cycle housing goals pursuant to Minnesota Statutes section 473.254, subdivision 2 and has elected to participate in the Local Housing Incentives Account program, or is a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Local Housing Incentives Account funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

WHEREAS, the Council awarded Local Housing Incentives Account funds to the Grantee subject to the Council's eminent domain policy and any terms, conditions and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the "Expiration Date" identified above.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

LOCAL HOUSING INCENTIVES ACCOUNT

- (a) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Local Housing Incentives Account funds.
- (b) **Development Authority.** “Development Authority” means a housing and redevelopment authority, economic development authority, or port authority.
- (c) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the seven-county metropolitan area defined by Minnesota Statutes section 473.121, subdivision 2.
- (d) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (e) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Local Housing Incentives Account funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement which shall be funds from the Local Housing Incentives Account of the Metropolitan Livable Communities Fund. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Local Housing Incentives Account funds made available to the Council, or any reduction or termination of the dollar-for-dollar match amount required under Section 2.02, may result in a like reduction in the Grant Amount made available to the Grantee.

2.02. Match Requirement. Pursuant to Minnesota Statutes section 473.254, subdivision 6, the Grantee shall match on a dollar-for-dollar basis the total Grant Amount received from the Council under Section 2.01. The source and amount of the dollar-for-dollar match shall be identified by the Grantee in the report(s) required under Section 3.03.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and Project activities described in the application for Local Housing Incentives Account funds. A Project summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for purposes consistent with Minnesota Statutes section 473.25(a), in a Participating Municipality. Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for “soft costs” such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. If consistent with the application and the Project summary, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the

LOCAL HOUSING INCENTIVES ACCOUNT

grant funds available on a “revolving” basis for the purposes of implementing the Project activities described in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.04. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described in Attachment A or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit Project, subject to the terms and conditions stated in Section 2.03 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency.
- (b) The Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project owner.
- (c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a “qualified low-income housing project” under section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual certification reports during the initial “compliance period” and any “extended use period,” or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.
- (d) The grant funds made available to the Grantee and disbursed to the Project owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term “Project owner” means the current Project owner and any Project owner successor(s).
- (e) Pursuant to Section 2.03, the grant funds made available to the Grantee and disbursed to the Project owner in the form of a loan shall not be used by the Grantee, the Project owner or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.10.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents and warrants to the Council that the Grantee’s loan to the Project owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal

LOCAL HOUSING INCENTIVES ACCOUNT

Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency; and (3) agrees to administer its loan to the Project owner consistent with federal and state low-income housing tax credit program requirements.

- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project owners for an "extended use period"; and (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project owner's repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent public housing agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.
- (h) If the Grantee earns any interest or other income from its loan agreement with the Project owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project owner, except to the extent required by any applicable law.

2.05. Revolving or Deferred Loans. If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described in Attachment A. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The form and content of the report will be determined by the Council. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until such time as the Council terminates this annual reporting requirement by written notice from the Council. At its discretion, the Council may: (1) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

2.06. Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described in Attachment A.

LOCAL HOUSING INCENTIVES ACCOUNT

2.07. Budget Variance. A variance of twenty percent (20%) in the budget amounts for grant-funded activities identified in Attachment A shall be considered acceptable without Council approval, provided no budget amount for any individual grant-funded activity may be increased or decreased by more than twenty percent (20%) from the budget amount identified in Attachment A. The Grantee must inform the Council of any budget variances. Budget variances for any individual grant-funded activity identified in Attachment A exceeding twenty percent (20%) will require approval of the governing body of the Metropolitan Council. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.08. Eminent Domain Restrictions. On January 25, 2006 the Council adopted a policy that restricted the use of LCA grant funds on projects when eminent domain authority was used to acquire private property for "economic development" purposes in connection with the projects. The Council's policy defined the term "economic development" for LCA program purposes and covers the time period from January 25, 2006 to June 28, 2006. On June 28, 2006 the Council adopted a revised eminent domain policy that is consistent with the statutory definitions and restrictions contained in Minnesota Statutes chapter 117 as amended (effective May 20, 2006) during the 2006 legislative session. The revised policy applies to LCA grant awards and grant agreements made on or after June 28, 2006. The Council's January 25, 2006 and June 28, 2006 eminent domain policies are available online at: <http://www.metrocouncil.org/services/livcomm/EminentDomainPolicy.htm>.

- (a) If a notice of petition was served between January 25, 2006 and May 20, 2006 in connection with the Grantee's Project (or any component of the Project) for which grant funds were awarded, the grant funds may not be used to fund or support the Project unless the Project: (1) would have been eligible under the Council's January 25, 2006 policy; or (2) qualifies for an exemption under Minnesota Statutes section 117.012, subdivision 3 or 2006 Minnesota Laws chapter 214, section 22, clauses (b) through (e).
- (b) If a notice of petition was served on or after May 20, 2006 in connection with the Grantee's Project (or any component of the Project) for which grant funds were awarded, the grant funds may not be used to fund or support the Project unless the Project qualifies for an exemption under Minnesota Statutes section 117.012, subdivision 3 or 2006 Minnesota Laws chapter 214, section 22, clauses (b) through (e).

2.09. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; any grant funds that are not matched on a dollar-for-dollar basis as required by Section 2.02; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the Project activities described in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. The Grantee also shall forfeit and promptly repay in full the entire Grant Amount if eminent domain authority is exercised for "economic development" purposes in connection with the Project for which the grant funds were awarded. This forfeiture and repayment obligation applies to eminent domain proceedings that occur after January 25, 2006, including proceedings that occur after the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Local Housing Incentives Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

LOCAL HOUSING INCENTIVES ACCOUNT

2.10. Payment Request Forms and Disbursements. The Council will disburse grant funds in response to written payment requests submitted by the Grantee and reviewed and approved by the Council's authorized agent. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms are available online at: <http://www.metrocouncil.org/services/livcomm/LCAresources.htm>. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Grantee must provide with its written payment requests documentation that shows grant-funded Project activities actually have been completed. Disbursements prior to the performance of a grant-funded Project activity will be subject to terms and conditions mutually agreed to by the Council's authorized agent and the Grantee. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed payment request form.

2.11. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described in Attachment A.

2.12. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

2.13. Resale Limitations. The Grantee must impose resale limitations regarding the disposition of any equity realized by the purchasers of "affordable" units if grant funds received from the Council under this Agreement are used for homeownership gap financing in the Project described in Attachment A. The intent of this resale limitation is to protect the public investment in the Project and ensure that a proportion of the affordability gap provided by the public investment in the form of grant funds received from the Council is recaptured for reuse in conjunction with other affordable housing efforts and does not become a windfall for any purchaser who might sell the home prior to expiration of a predetermined resale limitation period. If a purchaser sells the "affordable" home prior to expiration of the resale limitation time period, an equitable proportion of the affordability gap filled by grant funds received from the Council under this Agreement must be recaptured by the Grantee within twenty-four (24) months of the triggering resale event and applied to a similar affordable housing project within the Participating Municipality, or returned to the Council. Unless otherwise agreed to by the Council and the Grantee, the length of the resale limitation time period and the proportion of the affordability gap to be recovered will be consistent with resale limitation time periods and repayment schedules stated in the Project application. These resale limitations do not apply when the grant funds are used for homeownership value gap financing.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. For all expenditures of grant funds received pursuant to this Agreement, the Grantee will keep proper financial records and other appropriate documentation sufficient to evidence the nature and expenditure of the dollar-for-dollar

LOCAL HOUSING INCENTIVES ACCOUNT

match funds required under Section 2.02. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Reporting and Continuing Requirements. The Grantee will report to the Council on the status of the Project activities described in Attachment A, the expenditures of the grant funds, and the source and expenditure of the dollar-for-dollar match funds required under Section 2.02. Submission of properly completed payment request forms (with proper documentation) required under Section 2.10 will constitute periodic status reports. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted with the final payment request form or within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and certification form will be determined by the Council. These reporting requirements, the reporting requirement of Section 2.05 and the eminent domain restrictions stated in Sections 2.08 and 2.09 shall survive the expiration or termination of this Agreement.

3.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement and **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may

LOCAL HOUSING INCENTIVES ACCOUNT

refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs additional time within which to complete the Project, the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a resolution of the Grantee's governing body requesting the extension and a written extension request. The form and content of the written extension request and instructions for requesting an extension are available online at: <http://www.metrocouncil.org/services/livcomm/LCAGrantExtensions.htm>. **THE EXPIRATION DATE MAY BE EXTENDED ONLY ONCE. THE PERIOD OF THE ONE-TIME EXTENSION SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.** The Grantee's extension request must be approved by the governing body of the Metropolitan Council.

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments. The Grantee shall acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project activities described in Attachment A which are funded in whole or in part with the grant funds. The acknowledgment should contain the following language:

LOCAL HOUSING INCENTIVES ACCOUNT

Financing for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.

Until the Project activities funded by this Agreement are completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project.

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described in Attachment A. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

5.08. Authorized Agent. Payment request forms, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

5.09. Non-Assignment. Minnesota Statutes section 473.254, subdivision 6 requires the Council to distribute the grant funds to eligible "municipalities" or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

LOCAL HOUSING INCENTIVES ACCOUNT

5.10. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding and enforceable agreements.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF ROSEVILLE

By: _____

Title: _____

Date: _____

METROPOLITAN COUNCIL

By: _____

Guy Peterson, Director
Community Development Division

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

ATTACHMENT A

APPLICATION FOR LOCAL HOUSING INCENTIVES ACCOUNT FUNDS

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Local Housing Incentives Account grant funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project summary; and (4) the grant application.



PROJECT SUMMARY

Applicant: City of Roseville
Project Name: Sienna Green Phase II
Project Location: 2275 Snelling Avenue North
Council District: 10 – Kris Sanda

SG010-125

Project Description:

The project involves the new construction of a 50-unit, four-story apartment building of a phased development. This development will transform an under-utilized surface parking lot into a vibrant apartment community, located on a 1.1 acre parcel of land adjoining the existing Sienna Green Phase I development.

The project will have 4 one-bedroom, 30 two-bedroom, and 16 three-bedroom units. All units will be affordable to households at 50% or less of area median income (\$42,000 for a family of four). Four of those units will be set aside and marketed to households experiencing long-term homelessness. Rents (including utilities) will range from \$698 to \$1,062.

Local resources used to match the LHIA funds will be \$938,610 in TIF that the city has dedicated to this project. LHIA funds will be used for eligible construction costs of the units. Previous LCA grant awards for this development include two LCDA grants, \$305,000 in 2007 (Phase I), and \$202,100 in 2009, and one TBRA grant, \$121,500 in 2007 (Phase I).

Funding:

Amount requested: \$300,000

Amount recommended: \$300,000

Amount Requested	Amount Recommended	Use of Funds	Scheduled Completion Date
\$300,000	\$300,000	Eligible construction costs for a 50-unit four-story building with four one-bedroom apartments, 30 two-bedroom apartments, and 16 three-bedroom apartments.	12/31/12

dy

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ROSEVILLE, MINNESOTA
AND SNELLING AVENUE, LLC

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between the City of Roseville, “the City,” and Snelling Avenue LLC, “the Developer.”

A. PURPOSE

1. The purpose of this MOU is to identify the responsibilities of the City and the Developer in regards to the implementation of a grant awarded to the City by the Metropolitan Council through the Local Housing Incentives Account for the Sienna Green Phase 2 project. Nothing in this agreement shall be construed as altering the terms and conditions of the grant.

B. THE CITY OF ROSEVILLE SHALL:

1. Pass through grant funding awarded to the City from the Metropolitan Council’s Local Housing Incentives Account (LHIA) in the amount of \$300,000 to the Developer pursuant to the terms of the grant.
2. Prepare reimbursement request forms and provide all back up documentation as required by the Metropolitan Council for the off-site grant funded activities.
3. Review and submit all reimbursement requests completed for the Developer portion of the project to the Metropolitan Council.
4. Submit a request for a grant extension to the Metropolitan Council, if requested by the Developer.
5. Prepare required LHIA grant annual report, final report, and certificate of expenditures, pursuant to Metropolitan Council requirements for onsite grant funded activities for submittal by the City.
6. If requested, work with the Developer to convert grant funds for the onsite grant-funded activities to a loan in accordance with the process set forward in 2.03 of the grant contract.

C. THE DEVELOPER SHALL:

1. Complete the onsite grant-funded improvements described in the grant application.
2. Comply with all applicable state and federal laws and the agreement entered into by the City of Roseville and the Metropolitan Council specific to the LHIA grant.
3. Require contractors and subcontractors performing work covered by the LHIA grant to obtain all required permits, licenses and certifications, and comply with all state and federal Occupational Safety and Health Act regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under Code of Federal Regulations, title 29, sections 1910.120 and 1926.65.

4. Prepare payment request forms and provide all back up documentation as required by the Metropolitan Council for the grant-funded activities and submit the documentation to the City. The Developer must demonstrate that the grant-funded activities have been completed and that the contractor has received payment for this work.
5. Be responsible for the completion of the project described in the grant application within the two-year grant period.
6. Submit a written explanation to the City if the grant funds for the improvements cannot be expended within the timeframe of the grant agreement.
7. If a grant extension is required, request a grant extension at least 100 days before the expiration of the grant agreement.
8. Provide necessary information to the City to complete the LHIA grant annual report, final report, and certificate of expenditures, pursuant to Metropolitan Council requirements for onsite grant funded activities for submittal by the City.
9. If requesting the conversion of the grant to a loan, pay for all attorney fees associated with loan document review and all other costs incurred by the City to convert the grant to a loan.
10. Comply with all terms and conditions of the grant and use the grant funds in the manner and only for such purposes as are set forth in the grant.
11. Provide such additional information and documentation as the City may request from time to time to enable the City to comply with the terms and conditions of the grant.

D. BOTH PARTIES AGREE:

1. **MODIFICATION.** Modifications within the scope of the instrument shall be made only by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts Aeon from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through December 31, 2012, at which time it will expire unless extended.
4. **ASSIGNMENT.** The Developer shall not assign this MOU or its rights or obligations hereunder without the prior written consent of the City.
5. In the event that the Developer shall fail to perform any of its obligations under this Agreement, the City shall have, in addition to all other rights and remedies it has at law or in equity, the right to withhold grant funds until such failure to perform has been cured by the Developer.

87 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written
88 date below.
89
90
91
92

Snelling Avenue, LLC

By: _____

Title: _____

Date: _____

CITY OF ROSEVILLE

Mayor

By: _____

Title: _____

Date: _____

City Manager

By: _____

Title: _____

Date: _____

REQUEST FOR COUNCIL ACTION

Date: June 20, 2011
Item No.: 12.d

Department Approval



City Manager Approval



Item Description: Consider Approval of Development Agreement between the City of Roseville and Sienna Green II Limited Partnership

BACKGROUND

AEON has previously received approval from the City to construct a new 50-unit apartment building consisting of a combination of affordable two- and three-bedroom units. In late 2010, AEON secured tax credit financing from Minnesota Housing Financing Agency to assist in their project. As part of their funding needs for Sienna Green Phase II, AEON is requesting tax increment financing.

Based on that need, on July 13, 2009, the Roseville City Council established TIF District #18 to assist the project. On June 13, 2011, the City Council approved amendments to the TIF District 18 Financing Plan in order to add additional land into the district, include updated property value information in the financing plan, and adjust the budget.

In order for AEON to actually receive any TIF assistance, they need to enter into an agreement with the City regarding the amount and terms of assistance the City will provide. The details of the development agreement can be summarized as follows:

- The agreement is between the City of Roseville and Sienna Green II Limited Partnership.
- Tax increment revenues based on incremental values of both phases of AEON's project (Sienna Green I and Sienna Green II)
- The City will retain 5% of the tax increments for administrative purposes.
- Sienna Green II will receive reimbursement of up to \$935,005, plus interest at a rate of 4.25%, for construction costs within the project on a pay-as-you-go basis.
- The termination date will be the earlier of February 1, 2039 (the expiration of the district) or the date when Sienna Green II receives the full amount of \$935,005.
- The agreement will contain language that will require Sienna Green II to provide certification of actual costs to determine the actual gap in funding for the project. If the actual gap is less than the \$935,005 amount, the amount of tax increment given to Sienna Green II will be reduced accordingly. If the gap is determined to be larger, no additional tax increment will be given.

POLICY OBJECTIVE

By approving a TIF Development Agreement, the City will assist an affordable housing project being developed that otherwise could not be built.

30 **BUDGET IMPLICATIONS**

31 All staff and consultant costs will be recovered from the increment as part of the administrative
32 retainage. The amount of assistance that Sienna Green will receive will be only the incremental
33 portion of the property taxes that they will pay for their development. The taxes paid on the base
34 value of the property when the TIF District was originally created will continue to be applied to
35 the general fund.

36 **STAFF RECOMMENDATION**

37 Staff recommends that the City Council authorize the City Manager and Mayor to enter into a
38 development agreement with Sienna Green II Limited Partnership.

39 **REQUESTED COUNCIL ACTION**

40 Motion to ADOPT a resolution to approve the development agreement between the City of
41 Roseville and Sienna Green II Limited Partnership dedicating tax increment from TIF District
42 No. 18.

Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071

Attachments: A: Draft Development Agreement between the City of Roseville and Sienna Green II Limited
Partnership
B: Resolution approving Development Agreement

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ROSEVILLE, MINNESOTA

AND

AEON

This document drafted by:

BRIGGS AND MORGAN
Professional Association
2200 First National Bank Building
St. Paul, Minnesota 55101

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63 DEVELOPMENT AGREEMENT

64 THIS AGREEMENT, made as of the 1st day of June, 2011, by and between the City of
65 Roseville, Minnesota (the "City"), a municipal corporation organized and existing under the laws
66 of the State of Minnesota and Aeon, a Minnesota non-profit corporation (the "Developer"),

67 WITNESSETH:

68 WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.134, the City
69 has formed Development District No. 1 (the "Development District") and has adopted a
70 development program therefor (the "Development Program"); and

71 WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through
72 469.1799, as amended, (hereinafter the "Tax Increment Act"), the City has created, within the
73 Development District, Tax Increment Financing District No. 18 (the "Tax Increment District")
74 and adopted a tax increment financing plan therefor, dated July 13, 2009, and amended on June
75 13, 2011 (the "Tax Increment Plan") which provides for the use of tax increment financing in
76 connection with certain development within the Development District; and

77 WHEREAS, in order to achieve the objectives of the Development Program and
78 particularly to make the land in the Development District available for development by private
79 enterprise in conformance with the Development Program, the City has determined to assist the
80 Developer with the financing of certain costs of a Project (as hereinafter defined) to be
81 constructed within the Tax Increment District as more particularly set forth in this Agreement;
82 and

83 WHEREAS, the City believes that the development and construction of the Project, and
84 fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety,
85 morals and welfare of residents of the City, and in accordance with the public purpose and
86 provisions of the applicable state and local laws and requirements under which the Project has
87 been undertaken and is being assisted.

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

91 **ARTICLE I**

92 **DEFINITIONS**

93
94 Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein
95 shall have the following meanings unless a different meaning clearly appears from the context:

96 Agreement means this Agreement, as the same may be from time to time modified,
97 amended or supplemented;

98 Business Day means any day except a Saturday, Sunday or a legal holiday or a day on
99 which banking institutions in the City are authorized by law or executive order to close;

100 City means the City of Roseville, Minnesota;

101 Compliance Certificate means the Compliance Certificate in substantially the form
102 attached hereto as Exhibit C;

103 County means Ramsey County, Minnesota;

104 Developer means Aeon, its successors and assigns;

105 Development District means Development District No. 1, including the real property
106 described in the Development Program;

107 Development Program means the development program approved in connection with the
108 Development District;

109 Development Property means the real property described in Exhibit A attached to this
110 Agreement;

111 Event of Default means any of the events described in Section 4.1 hereof;

112 Legal and Administrative Expenses means the fees or expenses incurred by the City in
113 connection with the preparation of this Agreement, the establishment of the Tax Increment
114 District and the administration of the Tax Increment District;

115 Note Payment Date means August 1, 2013, and each August 1 and February 1 of each
116 year thereafter to and including February 1, 2039; provided, that if any such Note Payment Date
117 should not be a Business Day, the Note Payment Date shall be the next succeeding Business
118 Day;

119 Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank
120 National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate,
121 which rate shall change as and when that prime rate or successor rate changes;

122 Project means an approximately 50-unit multifamily rental housing facility consisting of
123 two and three bedroom units in one building to be located on the Development Property;

124 State means the State of Minnesota;

125 Tax Increments means 95% of the tax increments derived from the Development
126 Property which have been received and retained by the City in accordance with the provisions of
127 Minnesota Statutes, Section 469.177;

128 Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1799, as
129 amended;

130 Tax Increment District means Tax Increment Financing District No. 18 located within the
131 Development District, a description of which is set forth in the Tax Increment Financing Plan,
132 which was qualified as a housing district under the Tax Increment Act;

133 Tax Increment Financing Plan means the tax increment financing plan approved for the
134 Tax Increment District by the City Council on July 13, 2009, and amended on June 13, 2011;

135 Termination Date means the earlier of (i) February 1, 2039, (ii) the date the TIF Note is
136 paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated,
137 or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

138 TIF Note means the Tax Increment Revenue Note (Aeon Housing Project) to be executed
139 by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is
140 attached hereto as Exhibit B.

141 Unavoidable Delays means delays, outside the control of the party claiming its
142 occurrence, which are the direct result of strikes, other labor troubles, unusually severe or
143 prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced
144 by third parties which, by injunction or other similar judicial action or by the exercise of
145 reasonable discretion, directly results in delays, or acts of any federal, state or local
146 governmental unit (other than the City) which directly result in delays.

148 **ARTICLE II**

149 **REPRESENTATIONS AND WARRANTIES**

150
151 Section 2.1 Representations and Warranties of the City. The City makes the following
152 representations and warranties:

153 (1) The City is a municipal corporation and has the power to enter into this
154 Agreement and carry out its obligations hereunder.

155 (2) Based on the representation of the Developer set forth in Section 3.3 below, the
156 Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section
157 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of
158 the Tax Increment Act.

159 (3) The development contemplated by this Agreement is in conformance with the
160 development objectives set forth in the Development Program.

161 (4) To finance certain costs within the Tax Increment District, the City proposes,
162 subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the
163 Developer for a portion of the costs of the construction of the Project as further provided in this
164 Agreement.

165 (5) The City is entering into this Agreement to provide assistance to a housing
166 project; consequently, the business subsidy provisions of Minnesota Statutes, Section 116J.993
167 to 116J.995 do not apply.

168 (6) The City makes no representation or warranty, either expressed or implied, as to
169 the Development Property or its condition or the soil conditions thereon, or that the Development
170 Property shall be suitable for the Developer's purposes or needs.

171 Section 2.2 Representations and Warranties of the Developer. The Developer makes
172 the following representations and warranties:

173 (1) The Developer is a Minnesota non-profit corporation, has power to enter into this
174 Agreement and to perform its obligations hereunder and, by doing so, is not in violation of any
175 provisions of its articles or bylaws or the laws of the State.

176 (2) The Developer shall cause the Project to be installed in accordance with the terms
177 of this Agreement, the Development Program, and all applicable local, state and federal laws and
178 regulations (including, but not limited to, environmental, zoning, energy conservation, building
179 code and public health laws and regulations).

180 (3) The construction of the Project would not be undertaken by the Developer, and in
181 the opinion of the Developer would not have been or be economically feasible within the
182 reasonably foreseeable future, without the assistance and benefit to the Developer provided for in
183 this Agreement.

184 (4) The Developer will use its commercially reasonable efforts to obtain, or cause to
185 be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a
186 timely manner, all requirements of all applicable local, state, and federal laws and regulations
187 which must be obtained or met before the balance of the Project may be lawfully constructed.

188 (5) Neither the execution and delivery of this Agreement, the consummation of the
189 transactions contemplated hereby, nor the fulfillment of or compliance with the terms and
190 conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of,
191 the terms, conditions or provision of any contractual restriction, evidence of indebtedness,
192 agreement or instrument of whatever nature to which the Developer is now a party or by which it
193 is bound, or constitutes a default under any of the foregoing.

194 (6) The Developer will cooperate fully with the City with respect to any litigation
195 commenced by a third party with respect to the Project.

196 (7) The Developer will cooperate fully with the City in resolution of any traffic,
197 parking, trash removal or public safety problems which may arise in connection with the
198 construction and operation of the Project.

199 (8) The construction of the Project shall commence no later than November 1, 2011
200 and barring Unavoidable Delays, the Project will be substantially completed by December 31,
201 2012.

202 (9) The Developer will not seek a reduction in the market value as determined by the
203 Ramsey County Assessor of the Project or other facilities that it constructs on the Development
204 Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains
205 outstanding.

206

207 **ARTICLE III**

208 **UNDERTAKINGS BY DEVELOPER AND CITY**

209 **Section 3.1 Costs of the Project and Legal and Administrative Expenses.**

210
211 (1) The costs of the Project shall be paid by the Developer. The City shall reimburse
212 the Developer for \$935,005 (as may be adjusted in the last sentence of this subparagraph, the
213 "Reimbursement Amount") of the costs of constructing the Project actually incurred and paid by
214 the Developer, as further provided in Section 3.2 hereof. The parties currently expect the
215 Developer to monetize the TIF Note by pledging it to the first-mortgage lender for the Project for
216 the purpose of increasing the principal amount of the first-mortgage loan. To the extent
217 necessary at the time of closing the construction loan, the Developer will defer a portion of its
218 developer fee to monetize any portion of the TIF Note not monetized by the first-mortgage
219 lender. If there are sufficient sources of funds such that it is not necessary for the Developer to
220 defer any of its developer fee at the time of closing the permanent loan, the Reimbursement
221 Amount will be reduced to the level needed to fully fund the Project but in no event below the
222 amount monetized by the first-mortgage lender.

223 (2) The Developer has deposited with the City the sum of \$5,000 to reimburse the
224 City for its actual out of pocket Legal and Administrative Expenses and any excess will be
225 returned to the Developer. The Legal and Administrative Expenses shall be paid by the City
226 from said Developer's deposit. If the City determines said deposit to be inadequate, the
227 Developer shall provide additional funds to be escrowed or to pay Legal and Administrative
228 expenses when due.

229 **Section 3.2 Reimbursement: TIF Note.** The City shall pay the Reimbursement
230 Amount through the issuance of the City's TIF Note in substantially the form attached to this
231 Agreement as Exhibit B, subject to the following conditions:

232 (1) The TIF Note shall be dated, issued and delivered when the Developer shall have
233 demonstrated in writing to the reasonable satisfaction of the City that the construction of the
234 Project has been completed and that the Developer has incurred and paid the costs of the
235 construction of the Project, as described in and limited by Section 3.1 and shall have submitted
236 paid invoices for the costs of construction of the Project in an amount not less than the
237 Reimbursement Amount.

238 (2) The unpaid principal amount of the TIF Note shall bear simple, non-compounding
239 interest from the date of issuance of the TIF Note, at 4.25% per annum. Interest shall be
240 computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

241 (3) The principal amount of the TIF Note and the interest thereon shall be payable
242 solely from the Tax Increments.

243 (4) The payment dates of the TIF Note shall be the Note Payment Dates. On each
244 Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the
245 principal and interest outstanding on the TIF Note, the Tax Increments received by the City

during the preceding six months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of and interest on the TIF Note. If, on any Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent that on a future Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2(2).

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.3 Compliance with Low and Moderate Income Requirements.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project (which is the only building receiving assistance from Tax Increments) may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 40% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 60% of the County median income; and

(B) The limits described in clause (A) must be satisfied through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on January 1, 2013, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six months together

with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

297 **ARTICLE IV**

298 **EVENTS OF DEFAULT**

299
300 Section 4.1 Events of Default Defined. The following shall be "Events of Default"
301 under this Agreement and the term "Event of Default" shall mean whenever it is used in this
302 Agreement any one or more of the following events:

303 (1) Failure by the Developer to timely pay any *ad valorem* real property taxes
304 assessed with respect to the Development Property.

305 (2) Failure of the Developer to observe or perform any covenant, condition,
306 obligation or agreement on its part to be observed or performed under this Agreement.

307 (3) The holder of any mortgage on the Development Property or any improvements
308 thereon, or any portion thereof, commences foreclosure proceedings as a result of any default
309 under the applicable mortgage documents.

310 (4) If the Developer shall:

311 (A) file any petition in bankruptcy or for any reorganization, arrangement,
312 composition, readjustment, liquidation, dissolution, or similar relief under the United
313 States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

314 (B) make an assignment for the benefit of its creditors; or

315 (C) admit in writing its inability to pay its debts generally as they become due;
316 or

317 (D) be adjudicated as bankrupt or insolvent; or if a petition or answer
318 proposing the adjudication of the Developer as bankrupt or its reorganization under any
319 present or future federal bankruptcy act or any similar federal or state law shall be filed in
320 any court and such petition or answer shall not be discharged or denied within sixty (60)
321 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the
322 Project, or part thereof, shall be appointed in any proceeding brought against the
323 Developer, and shall not be discharged within sixty (60) days after such appointment, or
324 if the Developer, shall consent to or acquiesce in such appointment.

325 Section 4.2 Remedies on Default. Whenever any Event of Default referred to in
326 Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of
327 the following actions after the giving of thirty (30) days' written notice to the Developer, but only
328 if the Event of Default has not been cured within said thirty (30) days:

329 (1) The City may suspend its performance under this Agreement and the TIF Note
330 until it receives assurances from the Developer, deemed adequate by the City, that the Developer
331 will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this

371 Agreement but shall, in any event and without regard to any fault on the part of the City, apply to
372 any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or
373 penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer
374 operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a
375 "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as
376 to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

377 (3) All covenants, stipulations, promises, agreements and obligations of the City
378 contained herein shall be deemed to be the covenants, stipulations, promises, agreements and
379 obligations of the City and not of any governing body member, officer, agent, servant or
380 employee of the City, as the case may be.

381

382 **ARTICLE V**

383 **ADDITIONAL PROVISIONS**

384
385 Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and
386 assigns and every successor in interest to the Development Property, or any part thereof, that
387 during the term of this Agreement the Developer and such successors and assigns shall operate,
388 or cause to be operated, the Project as a multifamily rental housing facility and shall devote the
389 Development Property to, and in accordance with, the uses specified in this Agreement.

390 Section 5.2 Conflicts of Interest. No member of the governing body or other official
391 of the City shall have any financial interest, direct or indirect, in this Agreement, the
392 Development Property or the Project, or any contract, agreement or other transaction
393 contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such
394 member of the governing body or other official participate in any decision relating to the
395 Agreement which affects his or her personal interests or the interests of any corporation,
396 partnership or association in which he or she is directly or indirectly interested. No member,
397 official or employee of the City shall be personally liable to the City in the event of any default
398 or breach by the Developer or successor or on any obligations under the terms of this Agreement.

399 Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and
400 sections of the Agreement are inserted for convenience of reference only and shall be
401 disregarded in construing or interpreting any of its provisions.

402 Section 5.4 Notices and Demands. Except as otherwise expressly provided in this
403 Agreement, a notice, demand or other communication under this Agreement by any party to any
404 other shall be sufficiently given or delivered if it is dispatched by registered or certified mail,
405 postage prepaid, return receipt requested, or delivered personally, and

406 (1) in the case of the Developer is addressed to or delivered personally to:

407 Aeon
408 822 South 3rd Street, Suite 300
409 Minneapolis, MN 55415
410

411 (2) in the case of the City is addressed to or delivered personally to the City at:

412 City of Roseville, Minnesota
413 2660 Civic Center Drive
414 Roseville, MN 55113

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

417 Section 5.5 Counterparts. This Agreement may be executed in any number of
418 counterparts, each of which shall constitute one and the same instrument.

419 Section 5.6 Law Governing. This Agreement will be governed and construed in
420 accordance with the laws of the State.

421 Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

422 Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall
423 survive any rescission, termination or expiration of this Agreement with respect to or arising out
424 of any event, occurrence or circumstance existing prior to the date thereof.

425 Section 5.9 Assignability of Agreement. This Agreement may be assigned only with
426 the consent of the City. The City acknowledges that the Developer intends to finance the Project
427 with federal housing tax credits, and accordingly expects to transfer the Project before
428 construction to a partnership of which it or a subsidiary will be the general partner. The City
429 hereby consents to the assignment of this Agreement in connection with any such transfer. The
430 TIF Note may only be assigned pursuant to the terms of the TIF Note. The parties currently
431 expect the TIF Note to be pledged to the first-mortgage lender for the Project.

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

CITY OF ROSEVILLE, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

This is a signature page to the Development Agreement by and between the City of Roseville and Aeon.

470

471

AEON

472

By_____

473

474

Its _____

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504 This is a signature page to the Development Agreement by and between the City of Roseville
505 and Aeon.

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EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Roseville, Ramsey County, Minnesota with the following legal description:

Lot 1 Block 1, Sienna Green Addition

Lot 1 Block 1 Sienna Green 2nd Addition

517 **EXHIBIT B**

518 **FORM OF TIF NOTE**

519
520 No. R-1

\$_____

521 UNITED STATES OF AMERICA
522 STATE OF MINNESOTA
523 COUNTY OF RAMSEY
524 CITY OF ROSEVILLE

525 TAX INCREMENT REVENUE NOTE
526 (AEON HOUSING PROJECT)

527 The City of Roseville, Minnesota (the "City"), hereby acknowledges itself to be indebted
528 and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment
529 Amounts") to Aeon, or its registered assigns (the "Registered Owner"), but only in the manner, at
530 the times, from the sources of revenue, and to the extent hereinafter provided.

531 The principal amount of this Note shall equal from time to time the principal amount
532 stated above, as reduced to the extent that such principal installments shall have been paid in
533 whole or in part pursuant to the terms hereof; provided that the sum of the principal amount
534 listed above shall in no event exceed \$935,005 as provided in that certain Development
535 Agreement, dated as of June __, 2011, as the same may be amended from time to time (the
536 "Development Agreement"), by and between the City and Aeon. The unpaid principal amount
537 hereof shall bear interest from the date of this Note at the simple, non-compounding interest at a
538 rate of four and twenty-five hundredths percent (4.25%) per annum. Interest shall be computed
539 on the basis of a 360 day year consisting of twelve (12) 30-day months.

540 The amounts due under this Note shall be payable on August 1, 2013, and on each
541 August 1 and February 1 thereafter to and including February 1, 2039, or, if the first should not
542 be a Business Day (as defined in the Development Agreement) the next succeeding Business
543 Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed
544 to the person that was the Registered Owner of this Note at the close of the last business day of
545 the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter
546 defined) received by the City during the six month period preceding such Payment Date. All
547 payments made by the City under this Note shall first be applied to accrued interest and then to
548 principal. This Note is prepayable by the City, in whole or in part, on any date.

549 The Payment Amounts due hereon shall be payable solely from 95% of the tax
550 increments (the "Tax Increments") from the Development Property (as defined in the
551 Development Agreement) within the City's Tax Increment Financing District Tax Increment
552 Financing District No. 18 (the "Tax Increment District") within its Development District No. 1
553 which are paid to the City and which the City is entitled to retain pursuant to the provisions of
554 Minnesota Statutes, Sections 469.174 through 469.1799, as the same may be amended or
555 supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of

no further force and effect following the termination of the Tax Increment District, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable, without interest accruing thereon in the meantime, if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Roseville, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional, statutory or charter limitation thereon.

595 IN WITNESS WHEREOF, City of Roseville, Minnesota, by its City Council, has caused
596 this Note to be executed by the manual signatures of its Mayor and City Manager and has caused
597 this Note to be issued on and dated _____, 201_.

598 _____
599 City Manager
600

Mayor

601

CERTIFICATION OF REGISTRATION

602 It is hereby certified that the foregoing Note, as originally issued on _____,
603 2011, was on said date registered in the name of Aeon, and that, at the request of the Registered
604 Owner of this Note, the undersigned has this day registered the Note in the name of such
605 Registered Owner, as indicated in the registration blank below, on the books kept by the
606 undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNERS

DATE OF
REGISTRATION

SIGNATURE OF
CITY MANAGER

Aeon
822 South 3rd Street, Suite 300
Minneapolis, MN 55415

_____, 201____

1 **EXHIBIT C**

2
3 **COMPLIANCE CERTIFICATE**

4 The undersigned Aeon, does hereby certify that as of the date of this Certificate not less
5 than 40% of the residential units in the Aeon Housing Project located at
6 _____ in Roseville, Minnesota (the "Project") are occupied by
7 individuals whose income is 60% or less of the Ramsey County median income.

8 Dated this ____ day of _____, 201____.

9
10 AEON

11 By _____

12
13 Its _____
14
15
16
17

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

HELD: June 20, 2011

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Roseville, Ramsey County, Minnesota, was duly called and held at the City Hall in said City on Monday, the 20th day of June, 2011, at 6:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT

A. WHEREAS, Aeon (the "Developer") has requested the City of Roseville, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the acquisition, construction and equipping of a multifamily housing project in the City by the Developer (the "Project").

B. WHEREAS, the Developer and the City have determined to enter into a Development Agreement providing for the City's tax increment financing assistance for the Project (the "Development Agreement").

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

1. The City Council hereby approves the Development Agreement in substantially the form submitted, and the Mayor and City Manager are hereby authorized and directed to execute the Development Agreement on behalf of the City.

2. The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

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

and the following voted against same:

Adopted this 20th day of June, 2011.

Mayor

Attest: _____
City Manager

47 STATE OF MINNESOTA
48 COUNTY OF RAMSEY
49 CITY OF ROSEVILLE

50
51

52 I, the undersigned, being the duly qualified and acting Manager of the City of Roseville,
53 Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing
54 extract of minutes with the original minutes of a meeting of the City Council of the City held on
55 the date therein indicated, which are on file and of record in my office, and the same is a full,
56 true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing
57 Execution of a Development Agreement.

58 WITNESS my hand as such Manager of the City Council of the City of Roseville,
59 Minnesota this _____ day of June, 2011.

60
61

City Manager

Memorandum

Date: June 20, 2011

To: Roseville Residents and Businesses, Fellow City Councilmembers, and City Staff

From: Mayor Dan Roe, City Councilmember Jeff Johnson, City Manager Bill Malinen, and Finance Director Chris Miller

Subject: Second Part of Capital Funding Plan and Preliminary Subcommittee Report

The Purpose of the Subcommittee

As stated in the June 13 subcommittee preliminary report memo, this subcommittee was established by the City Council as the result of the Council/Staff work plan discussions held earlier this year. The subcommittee was made up of Mayor Roe, Councilmember Johnson, City Manager Malinen, and Finance Director Chris Miller. The purpose of the subcommittee was to determine a path to a sustainable capital funding plan for the City in light of the ongoing under-funding of capital replacement needs, and propose a plan for consideration by the community and the City Council.

The Problem – A Reminder

As a refresher of information contained in the June 13 memo, in total, the capital needs for the City for the next 20 years have been estimated to amount to around \$218 million. Of that total, about \$148 million (68% - over two thirds) is un-funded by current sources as projected over the next 20 years. A graphic example of the current situation follows:

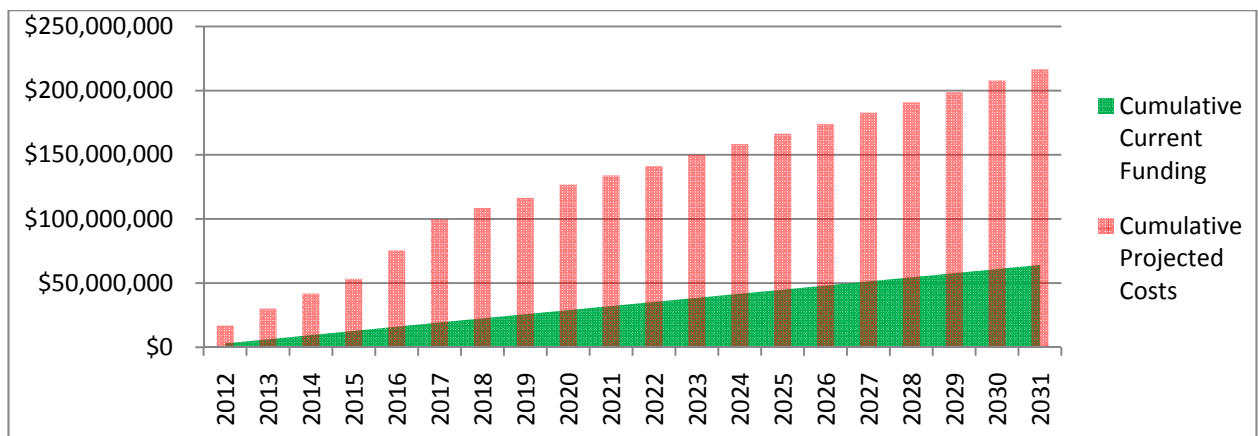


Figure 1. Current Situation - All Funds. The red bars represent cumulative annual capital costs, while the green area represents cumulative projected current annual budgeted capital funding. All figures are in 2011 dollars.

The Second Part of the Recommendation

Utility Needs.

Background. The fee-supported Utilities in the City with significant un-funded capital needs are the Water Utility, the Sanitary Sewer Utility, and the Stormwater Utility. These utilities all consist largely of underground piping systems that were installed over a period from the 1940's to the 1970's as the City developed. In addition, the Water Utility includes the City's water tower, and the Stormwater Utility includes a number of City-maintained stormwater management ponds. This capital infrastructure is provided by the City to deliver safe drinking water to the homes and businesses in the City, to take away sanitary sewer wastewater to the Metropolitan Council's sewer system and treatment facility for safe treatment, and to safely collect stormwater run-off, treat it, and deliver it to the environment via the streams, lakes, and other waterways of the area.

Much of the piping in these systems is approaching 50-60 years of age, and was made of materials that have been found to not last much longer than that, if even that long. The cast iron of the water mains is brittle and subject to leaking and breaks as the result of ground shifting, tree roots, etc. The clay tile of the sanitary sewer lines is similarly subject to leaks and breaking. Since the City pays St. Paul for drinking water, each leak or break in a line costs the City's residents and businesses higher rates to account for that un-used water we purchase. Leaks of raw sewage into the ground pose a danger to the environment.

In an effort to keep current and future costs down, the City is using new materials and technologies to replace or repair existing water and sewer mains. Where City streets are being completely replaced, the water and sewer lines are being replaced (as needed) with more durable materials. Where streets are not programmed for replacement for many years, the City is using re-lining technology that puts a new plastic pipe inside the existing pipe, and does not require excavation of the street.

The capital infrastructure funding gap over the next 20 years in these Utility funds is about \$47 million out of total projected costs of \$65 million. In other words, 72% of the projected costs are currently un-funded.

Recommendation. The subcommittee recommends a long-term solution for funding the significant capital replacement needs of these Utilities that is a combination of adding revenues and transferring existing funds.

The first part of the recommendation is to increase the annual utility base fees by a total of \$2.2 million in 2012, and to maintain that increase permanently going forward. Approximately \$850,000 of that amount would be dedicated to Water Utility capital funding, approximately \$830,000 to Sanitary Sewer Utility capital funding, and the remaining approximately \$500,000 would be dedicated to Stormwater Utility capital funding.

The second part of the recommendation is to transfer \$600,000 from the Storm water Fund to the Water Fund (which currently has a \$0 balance) in 2012, creating a sustainable fund balance in that fund.

The subcommittee recognizes that this recommendation represents a very significant year-one increase in the utility base fees, but for cash flow reasons prefers that to incremental increases, which delay projects and increase out-year costs, including maintenance costs for older infrastructure.

For reference, with implementation of these recommendations, the typical residential household would see their total utility base fee payment per quarter go up by \$44.28 in 2012. (Utility usage fees would not be impacted.)

The subcommittee believes that it is appropriate to refer these proposed rate changes to the Public Works, Environment, and Transportation Commission for their review and comment.

Total Impact of Recommendations.

The proposed subcommittee recommendations contained in the June 13 and June 20 memos are graphically represented, superimposed on the earlier graph of the problem (Figure 1 above), as follows:

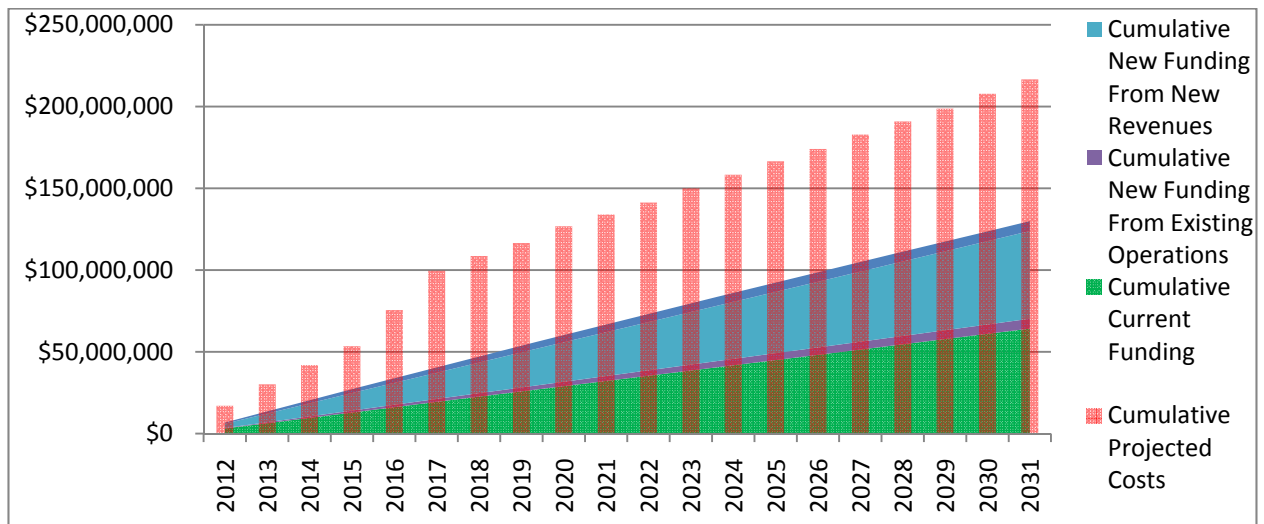


Figure 2. With Recommended Solutions - All Funds. The red bars represent cumulative annual capital costs, while the green area represents cumulative projected current annual budgeted capital funding. The light blue area represents cumulative projected new funding from new revenues. The narrow purple area between the green and light blue areas represents cumulative new funding from operational budget cuts. All figures are in 2011 dollars.

As can be seen, even with the subcommittee recommendations of both the June 13 and June 20 memos, significant work remains – primarily in the Parks and Streets capital funding areas, which are not addressed by these recommendations.