City of ROSEVILLE Minnesota, USA

City Council Agenda

Monday, September 12, 2011

6:00 p.m.

City Council Chambers

(Times are Approximate)

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

Voting & Seating Order for September: Willmus, Pust, McGehee, Johnson, 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**

6:15 p.m. **5. Recognitions, Donations and Communications**

a. Proclamation of Hispanic Heritage Month

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

a. Approve Minutes of August 22, 2011 Meeting

6:25 p.m. **7. Approve Consent Agenda**

a. Approve Payments

b. Approve Business Licenses

c. Approve One Day Gambling Permit for Roseville Fire Auxiliary

d. Approve General Purchases and Sale of Surplus items in excess of $5000

e. Approve Construction Agreement with City of Falcon Heights for Fairview Pathway

f. Adopt a Resolution to Accept Work Completed, Authorize Final Payment and commence the One-Year Warranty Period on the West Snelling Drive Sidewalk Project

g. Adopt a Resolution Acknowledging the City's Intent to Issue Fire Station Capital Improvement Bonds

h. Approve Cooperative Maintenance Agreement for Lake

Bennett Public Fishing Pier

i. Consider Authorizing Short Term Closure of Wheeler Street at County Road D

j. Approve Memorandum of Understanding and related documents for Sienna Green Phase II Project

8. Consider Items Removed from Consent

9. General Ordinances for Adoption

6:35 p.m. a. Consider an Ordinance Amending Chapter 311.03, Limiting the Number of Pawn Broker Licenses

6:40 p.m. b. Consider a Resolution Adopting the Twin Lakes Sub-Area I Regulating Plan and Consider an Ordinance (and Ordinance Summary) Amending Section 1005.07 to Incorporate the Twin Lakes Sub Area-1 Regulating Plan

10. Presentations

7:00 p.m. a. Joint Meeting with Police Civil Service Commission

11. Public Hearings

12. Business Items (Action Items)

7:40 p.m. a. Consider Funding Options for New Fire Station Project

7:55 p.m. b. Receive the Estimated Debt Service Costs for the Fire Station and Park Bonds

8:05 p.m. c. Consider Resolutions related to Adopting the Preliminary 2012-2013 Not to Exceed Levy

8:20 p.m. d. Consider a Resolution related to Adopting the Preliminary 2012-2013 Not to Exceed Housing and Redevelopment Authority Levy

8:30 p.m. e. Consider Request by Meritex Enterprises, Inc. for a Preliminary Plat of Outlot A in the Highcrest Park Addition Plat

8:40 p.m. f. Consider a Resolution related to the Housing and Redevelopment Authority Appointment to Fill a Vacancy

8:45 p.m. g. Consider Councilmember Attendance at National League of Cities Conference

13. Business Items – Presentations/Discussions

8:50 p.m. a. Infrastructure Improvements for the Twin Lakes AUAR Area Final Report – Update

9:00 p.m. b. Discuss an Ordinance to Create the Twin Lakes Overlay District

9:30 p.m. c. Discuss 2011 City Manager Goals

9:40 p.m. **14. City Manager Future Agenda Review**

9:45 p.m. **15. Councilmember Initiated Items for Future Meetings**

9:50 p.m. **16. Adjourn**

Some Upcoming Public Meetings………

Tuesday	Sep 13	6:30 p.m.	Human Rights Commission
Monday	Sep 19	6:00 p.m.	City Council Meeting
Tuesday	Sep 20	6:00 p.m.	Housing & Redevelopment Authority
Tuesday	Sep 22	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Sep 26	6:00 p.m.	City Council Meeting
Tuesday	Oct 4	6:30 p.m.	Parks & Recreation Commission
Wednesday	Oct 5	6:30 p.m.	Planning Commission
Monday	Oct 10	6:00 p.m.	City Council Meeting

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

Date: 9/12/11
Item: 5.a

Hispanic Heritage Month
September 15 - October 15, 2011

Whereas: The City of Roseville recognizes and honors contributions of all members of our community; and

Whereas: September 15 is the anniversary of independence for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; and Mexico achieved independence on September 16; and Chile achieved independence on September 18; and

Whereas: In 1988 the United States Congress adopted a resolution designating September 15 to October 15 of each year as National Hispanic Heritage Month; and

Whereas: Hispanic Americans bring a rich cultural heritage representing many countries, ethnicities and religious traditions which contribute to America's future; and

Whereas: The Hispanic community has a long history of contributions in language, history, music, arts, written words, education, sports, discoveries and other areas; and

Whereas: During National Hispanic Heritage Month, America celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America and the Caribbean; and

Whereas: Approximately four and one half percent of Roseville residents identify themselves as Hispanic; and

Whereas: The City of Roseville invites all members of the community to celebrate 2011 Hispanic Heritage Month "Keeping the Promise: Unity, Strength, Leadership."

Now, Therefore Be It Resolved, that the City Council hereby proclaim September 15 to October 15, 2011 to be Hispanic Heritage Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this twelfth day of September 2011.

Mayor Daniel J. Roe

Date: 9/12/11
Item: 6.a

Approve 8/22/11 Minutes

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 9/12/2011
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	$453,368.76
63754-63988	$1,082,573.60
Total	$1,535,942.36

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: 9/6/2011 - 10:38 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/23/2011	Recreation Fund	Miscellaneous	Play It Again Sports-ACH	PC Receipt Turned In	-10.68
0	08/23/2011	Recreation Fund	Operating Supplies	Play It Again Sports-ACH	Attendance Clicker	10.68
0	08/23/2011	Recreation Fund	Miscellaneous	Weissman's Design-ACH	PC Receipt Turned In	-19.77
0	08/23/2011	Recreation Fund	Operating Supplies	Weissman's Design-ACH	Dance Supplies	19.77
0	08/23/2011	General Fund	Miscellaneous	Suburban Ace Hardware-ACH	PC Receipt Turned In	-4.27
0	08/23/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Smart Straw	4.27
					Check Total:	0.00
0	08/18/2011	Telecommunications	Memberships & Subscriptions	North Suburban Access Corp	2nd Quarter Webstreaming	900.00
0	08/18/2011	Recreation Fund	Operating Supplies	Hose/Conveyors Inc	Sheet Rubber	205.30
0	08/18/2011	Telephone	PSTN-PRI Access/DID Allocation	FSH Communications-LLC	Payphone Advantage	128.26
0	08/18/2011	Water Fund	Operating Supplies	Total Tool	Wrench Kit	197.49
0	08/18/2011	P & R Contract Mantenance	Vehicle Supplies	Jeff Evenson	Mileage Reimbursement	230.88
0	08/18/2011	General Fund	Transportation	Tim Pratt	Parking Reimbursement	10.00
0	08/18/2011	Information Technology	Transportation	Shaun Shaver	Mileage Reimbursement	38.76
0	08/18/2011	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	192.31
0	08/18/2011	General Fund	Contract Maint. - City Hall	Collins Electrical Construction Co.	Parking Lot Light Repair	250.00
0	08/18/2011	General Fund	Contract Maint. - City Hall	Collins Electrical Construction Co.	Parking Lot Light Repair	275.00
0	08/18/2011	General Fund	Contract Maint. - City Hall	Collins Electrical Construction Co.	Parking Lot Light Repair	198.00
0	08/18/2011	Golf Course	Operating Supplies	Sysco Mn	Food Supplies	326.40
0	08/18/2011	Golf Course	Merchandise For Sale	Sysco Mn	Food Supplies	253.83
0	08/18/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	296.34
0	08/18/2011	Workers Compensation	Professional Services	SFM Risk Solutions	Work Comp Administration	1,512.00
0	08/18/2011	General Fund	Contract Maintenance	City of St. Paul	Radio Service & Maintenance-June 2(	539.25
0	08/18/2011	General Fund	Contractual Maintenance	City of St. Paul	Wireless & RMS Service-Aug 2011	2,773.05
0	08/18/2011	General Fund	Contract Maintenance	City of St. Paul	Radio Service & Maintenance-July 2(	134.60
0	08/18/2011	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	A/C Service-Police Dept	719.46
0	08/18/2011	General Fund	Operating Supplies	Brock White Co	Detack Crafco	153.90
0	08/18/2011	General Fund	Operating Supplies	Brock White Co	Detack Crafco	359.10
0	08/18/2011	Recreation Fund	Operating Supplies	Brock White Co	Supplies	48.29
0	08/18/2011	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	A/C Service	1,431.59
0	08/18/2011	TIF District #17-Twin Lakes	P-SS-ST-W-10-17 Contractor Pay	WSB & Associates, Inc.	Twin Lakes Project: 01814-210	2,001.50
0	08/18/2011	General Fund Donations	Supplies - Target Corp Grant	Cardiac Science Inc.	Harness, Battery	291.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2011	Recreation Fund	Contract Maintenance	Kone Inc	Mechanic Time	121.17
0	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	Quicksilver	Squad Car Graphics	730.00
0	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	Quicksilver	Unit Numbers	37.41
0	08/18/2011	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Interactive Cable	134.60
0	08/18/2011	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Extension Cable	240.86
0	08/18/2011	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Grabber	480.94
0	08/18/2011	Recreation Fund	Contract Maintenence	Kone Inc	Maintenance Coverage	1,915.08
0	08/18/2011	Recreation Fund	Contract Maintenance	Kone Inc	Maintenance Coverage	3,759.60
0	08/18/2011	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Vehicle Washes	140.00
0	08/18/2011	General Fund	Contract Maintenance Vehicles	Mister Car Wash	Vehicle Washes	95.20
0	08/18/2011	General Fund	Operating Supplies	ARAMARK Services	Coffee Supplies	440.34
0	08/18/2011	General Fund	Operating Supplies	Uline	Nitrile Gloves	261.99
0	08/18/2011	License Center	Professional Services	Quicksilver Express Courier	Courier Service	74.62
0	08/18/2011	Recreation Fund	Operating Supplies	MRPA	Post Season Softball Berths	160.00
0	08/18/2011	Sanitary Sewer	Operating Supplies	MacQueen Equipment	Credit	-134.60
0	08/18/2011	Golf Course	Operating Supplies	Hornungs Pro Golf Sales, Inc.	Ball Markers, Repair Tools	225.70
0	08/18/2011	Golf Course	Use Tax Payable	Hornungs Pro Golf Sales, Inc.	Sales/Use Tax	-14.52
0	08/18/2011	Sanitary Sewer	Operating Supplies	Grainger Inc	Packing Seal	10.84
0	08/18/2011	Recreation Fund	Operating Supplies	Grainger Inc	Bowl Brush	2.35
0	08/18/2011	Recreation Fund	Operating Supplies	Grainger Inc	V-Belt, Ballast	29.97
0	08/18/2011	Recreation Fund	Operating Supplies	Grainger Inc	V-Belts, Batteries	127.74
0	08/18/2011	Recreation Fund	Operating Supplies	Grainger Inc	Motor, V-Belt	82.22
0	08/18/2011	General Fund	Employee Recognition	Streicher's	Medal	74.80
0	08/18/2011	General Fund	Operating Supplies	Streicher's	Badges	208.40
0	08/18/2011	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	25.16
0	08/18/2011	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	49.08
0	08/18/2011	Water Fund	Operating Supplies	Fastenal Company Inc.	Supplies	219.63
0	08/18/2011	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	5.46
0	08/18/2011	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	50.37
0	08/18/2011	Recreation Fund	Office Supplies	Innovative Office Solutions	Office Supplies	266.91
0	08/18/2011	Storm Drainage	Office Supplies	Innovative Office Solutions	Office Supplies	50.37
0	08/18/2011	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	42.88
0	08/18/2011	Storm Drainage	Operating Supplies	ESS Brothers & Sons, Inc.	Chimney Patch & Repair	1,954.74
0	08/18/2011	Sanitary Sewer	Operating Supplies	Ferguson Waterworks	Water Meter Supplies	133.83
0	08/18/2011	Sanitary Sewer	Operating Supplies	Ferguson Waterworks	Water Meter Supplies	196.40
					Check Total:	25,666.62
0	08/18/2011	Golf Course	Operating Supplies	Home Depot- ACH	Shelter Lumber, Plant Food	31.05
0	08/18/2011	Recreation Fund	Office Supplies	Arvey Paper-ACH	Paper for Rosefest	65.11
0	08/18/2011	Recreation Fund	Operating Supplies	Sealife MN-ACH	Friday Field Trips	29.32
0	08/18/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	39.30
0	08/18/2011	License Center	Office Supplies	S & T Office Products-ACH	Office Supplies	28.63
0	08/18/2011	General Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	199.21

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2011	General Fund	Operating Supplies	Survey Monkey.com-ACH	Pro Subscription	19.95
0	08/18/2011	Boulevard Landscaping	Operating Supplies	Linder's Garden Ctr-ACH	Flowers	35.51
0	08/18/2011	P & R Contract Mantenance	Miscellaneous	Office Depot- ACH	No Receipt	10.70
0	08/18/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	Program Supplies	29.95
0	08/18/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	Program Supplies	7.36
0	08/18/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	Program Supplies	31.16
0	08/18/2011	Recreation Fund	Operating Supplies	Walmart.com-ACH	Program Supplies	28.00
0	08/18/2011	Recreation Fund	Operating Supplies	Walmart.com-ACH	Program Supplies	33.32
0	08/18/2011	Recreation Fund	Operating Supplies	Walmart.com-ACH	Program Supplies	29.28
0	08/18/2011	Recreation Fund	Operating Supplies	Walmart.com-ACH	Program Supplies	50.96
0	08/18/2011	Recreation Fund	Operating Supplies	Walmart.com-ACH	Program Supplies	25.69
0	08/18/2011	Recreation Fund	Operating Supplies	Walmart.com-ACH	Program Supplies	40.94
0	08/18/2011	General Fund	Operating Supplies	Fed Ex Kinko's-ACH	Carbonless Forms	93.74
0	08/18/2011	Recreation Fund	Operating Supplies	Shoreview Park & Rec-ACH	HANC Camp Swimming	32.12
0	08/18/2011	Recreation Fund	Operating Supplies	Running Room-ACH	Run for the Roses Awards	225.00
0	08/18/2011	Golf Course	Operating Supplies	Linder's Garden Ctr-ACH	Bushes	84.72
0	08/18/2011	General Fund Donations	K-9 Supplies	Dogtra-ACH	Contact Points	11.76
0	08/18/2011	General Fund Donations	Use Tax Payable	Dogtra-ACH	Sales/Use Tax	-0.76
0	08/18/2011	Sanitary Sewer	Operating Supplies	Menards-ACH	Expansion Joint	29.30
0	08/18/2011	Community Development	Operating Supplies	Suburban Ace Hardware-ACH	Cleaning Supplies	5.54
0	08/18/2011	P & R Contract Mantenance	Operating Supplies	Suburban Ace Hardware-ACH	Sparkplugs	14.43
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Run for the Roses Supplies	26.00
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Run for the Roses Supplies	16.80
0	08/18/2011	Recreation Fund	Operating Supplies	Staples-ACH	HANC Supplies	34.57
0	08/18/2011	Recreation Fund	Operating Supplies	Sports Authority-ACH	Pop-Up Tents	149.95
0	08/18/2011	Recreation Fund	Operating Supplies	Best Buy	Camera, Camera Supplies	296.70
0	08/18/2011	Sanitary Sewer	Operating Supplies	Oakdale Rental-ACH	Concrete Trailer	186.40
0	08/18/2011	General Fund	Op Supplies - City Hall	Suburban Ace Hardware-ACH	Washer, Hose	58.14
0	08/18/2011	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Patio Furniture Paint	10.69
0	08/18/2011	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Patio Furniture Paint	5.35
0	08/18/2011	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-ACH	Run for the Roses Supplies	39.06
0	08/18/2011	Recreation Fund	Office Supplies	Staples-ACH	Paper Badge Clips & Supplies	120.71
0	08/18/2011	Recreation Fund	Operating Supplies	Lakeshore Learning- ACH	HANC Program Supplies	138.37
0	08/18/2011	Recreation Fund	Operating Supplies	Outback Steakhouse - ACH		50.00
0	08/18/2011	Recreation Fund	Office Supplies	S & T Office Products-ACH	Office Supplies	45.96
0	08/18/2011	Recreation Fund	Operating Supplies	PFC Equipment, Inc.	Valve, Coupling	11.71
0	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	Rosedale Chevrolet-ACH	Keys & Fobs	212.15
0	08/18/2011	General Fund	Operating Supplies	Grainger-ACH	Fire Station Supplies	99.07
0	08/18/2011	Recreation Fund	Operating Supplies	MN Stars Holding-ACH	Soccer Tournament Field Trip	135.00
0	08/18/2011	P & R Contract Mantenance	Miscellaneous	Menards-ACH	No Receipt	19.29
0	08/18/2011	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-ACH	Supplies	9.83
0	08/18/2011	License Center	Office Supplies	Office Depot- ACH	Office Supplies	10.69
0	08/18/2011	Recreation Fund	Operating Supplies	Walgreens-ACH	Camera Batteries	22.49
0	08/18/2011	General Fund	Minor Equipment	Sears Roebuck-ACH	Tools	299.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2011	Golf Course	Operating Supplies	Home Depot- ACH	Flag & Deck Supplies	215.40
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Program Supplies	100.00
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Program Supplies	97.99
0	08/18/2011	Information Technology	Operating Supplies	UPS Store-ACH	Shipping Charges	28.88
0	08/18/2011	Golf Course	Miscellaneous	Valley National Gases-ACH	No Receipt	21.08
0	08/18/2011	General Fund	Operating Supplies	Menards-ACH	Plastic Nail Cap	38.52
0	08/18/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Fire Station Supplies	12.84
0	08/18/2011	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	96.63
0	08/18/2011	General Fund	Operating Supplies	Buy.com- ACH	Spindles	200.93
0	08/18/2011	General Fund	209001 - Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-12.93
0	08/18/2011	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-ACH	Spray Paint	19.24
0	08/18/2011	Recreation Fund	Operating Supplies	Office Depot- ACH	Office Supplies	99.28
0	08/18/2011	Recreation Fund	Operating Supplies	Oriental Trading-ACH	July 4th Supplies	64.13
0	08/18/2011	Recreation Fund	Use Tax Payable	Oriental Trading-ACH	Sales/Use Tax	-4.13
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Program Supplies	11.00
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Program Supplies	7.88
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	Program Supplies	7.65
0	08/18/2011	General Fund	Vehicle Supplies	PTS Tool Supply-ACH	Tools	137.82
0	08/18/2011	General Fund	Minor Equipment	PTS Tool Supply-ACH	Tools	16.08
0	08/18/2011	Golf Course	Merchandise For Sale	Cub Foods- ACH	Grill Items	20.57
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	HANC Supplies	81.10
0	08/18/2011	General Fund	Operating Supplies	Superamerica-ACH	Rosefest Supplies	17.72
0	08/18/2011	General Fund	Training	Bills Gun Shop-ACH	Use of Firing Range	21.43
0	08/18/2011	Water Fund	Water Meters	Suburban Ace Hardware-ACH	Meter Van Supplies	71.74
0	08/18/2011	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-ACH	Supplies	51.97
0	08/18/2011	Recreation Fund	Operating Supplies	Oriental Trading-ACH	July 4th Supplies	218.03
0	08/18/2011	Recreation Fund	Use Tax Payable	Oriental Trading-ACH	Sales/Use Tax	-14.03
0	08/18/2011	Recreation Fund	Operating Supplies	Cub Foods- ACH	HANC Campfire Supplies	187.96
0	08/18/2011	Recreation Fund	Miscellaneous	Cub Foods- ACH	No Receipt	16.76
0	08/18/2011	P & R Contract Mantenance	Miscellaneous	Cub Foods- ACH	No Receipt	115.00
0	08/18/2011	General Fund	Operating Supplies	Target- ACH	Candy for Rosefest Parade	90.64
0	08/18/2011	P & R Contract Mantenance	Miscellaneous	RadioShack-ACH	No Receipt	53.55
0	08/18/2011	P & R Contract Mantenance	Vehicle Supplies	Suburban Ace Hardware-ACH	Power Equipment Parts	25.64
0	08/18/2011	General Fund	Operating Supplies	Target- ACH	Parade Candy	104.31
0	08/18/2011	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	153.97
0	08/18/2011	General Fund	Training	Target- ACH	Rosefest Supplies	210.16
0	08/18/2011	General Fund	Operating Supplies	Davis Lock & Safe-ACH	Fire Station Keys	6.41
0	08/18/2011	Recreation Fund	Professional Services	Swank Motion Pictures-ACH	Movie Licensing	1,004.84
0	08/18/2011	Golf Course	Operating Supplies	Suburban Ace Hardware-ACH	Pation Deck Paint	5.35
0	08/18/2011	General Fund	Operating Supplies	Target- ACH	Phone Supplies	21.41
0	08/18/2011	Recreation Fund	Operating Supplies	Target- ACH	First Aid Supplies	29.19
0	08/18/2011	Community Development	Conferences	Sensible Land-ACH	Variances Conference-LLoyd	48.00
0	08/18/2011	P & R Contract Mantenance	Miscellaneous	Fed Ex Kinko's-ACH	No Receipt	38.57
0	08/18/2011	Golf Course	Operating Supplies	Handy Industries-ACH	Lift Table Ramps	73.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/18/2011	General Fund	Operating Supplies	Cell Phone Shop-ACH	Cell Phone Holsters	10.86
0	08/18/2011	General Fund	209001 - Use Tax Payable	Cell Phone Shop-ACH	Sales/Use Tax	-0.70
0	08/18/2011	General Fund	Operating Supplies	Suburban Ace Hardware-ACH	Key Ring	3.25
0	08/18/2011	General Fund	Operating Supplies	Buy.com- ACH	DVD's	222.85
0	08/18/2011	General Fund	209001 - Use Tax Payable	Buy.com- ACH	Sales/Use Tax	-14.34
0	08/18/2011	P & R Contract Mantenance	Operating Supplies	North Hgts Hardware Hank-ACH	Brushes, Hose, Fasteners	84.61
0	08/18/2011	General Fund	Minor Equipment	Sears Roebuck-ACH	Tools	299.18
					Check Total:	7,646.95
0	08/23/2011	Recreation Fund	Miscellaneous Expense	Boy Scouts of America-ACH	PC Receipt Turned In	-100.00
0	08/23/2011	Recreation Fund	Professional Services	Boy Scouts of America-ACH	Camp	100.00
					Check Total:	0.00
0	08/23/2011	Recreation Fund	Miscellaneous	Office Depot- ACH	PC Receipt Turned In	-61.03
0	08/23/2011	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	61.03
0	08/23/2011	Recreation Fund	Office Supplies	Office Depot- ACH	Office Supplies	25.44
0	08/23/2011	Recreation Fund	Miscellaneous	Office Depot- ACH	PC Receipt Turned In	-25.44
0	08/23/2011	Recreation Fund	Miscellaneous	PetSmart-ACH	PC Receipt Turned In	-46.25
0	08/23/2011	Recreation Fund	Operating Supplies	PetSmart-ACH	HANC Animal Supplies	46.25
0	08/23/2011	Recreation Fund	Miscellaneous	PetSmart-ACH	PC Receipt Turned In	-33.59
0	08/23/2011	Recreation Fund	Operating Supplies	PetSmart-ACH	HANC Animal Supplies	33.59
0	08/23/2011	Recreation Fund	Miscellaneous	Office Depot- ACH	PC Receipt Turned In	-13.90
0	08/23/2011	Recreation Fund	Operating Supplies	Office Depot- ACH	Office Supplies	13.90
0	08/23/2011	Recreation Fund	Miscellaneous	Sports Authority-ACH	PC Receipt Turned In	-128.53
0	08/23/2011	Recreation Fund	Operating Supplies	Sports Authority-ACH	Volleyballs	128.53
0	08/23/2011	Recreation Fund	Miscellaneous	Target- ACH	PC Receipt Turned In	-83.89
0	08/23/2011	Recreation Fund	Operating Supplies	Target- ACH	HANC Supplies	83.89
0	08/23/2011	Recreation Fund	Miscellaneous Expense	Byerly's- ACH	PC Receipt Turned In	-11.98
0	08/23/2011	Recreation Fund	Operating Supplies	Byerly's- ACH	Preschool & Animal Supplies	11.98
0	08/23/2011	P & R Contract Mantenance	Miscellaneous	Menards-ACH	PC Receipt Turned In	-19.29
0	08/23/2011	P & R Contract Mantenance	Operating Supplies	Menards-ACH	Treated AG	19.29
					Check Total:	0.00
0	08/25/2011	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	Wastewater Flow	195,351.89
0	08/25/2011	TIF District #17-Twin Lakes	Professional Services	Ratwik, Roszak & Maloney, PA	Twin Lakes Condemnation	821.50
0	08/25/2011	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	1,020.00
0	08/25/2011	Community Development	Electrical Inspections	Tokle Inspections, Inc.	Electrical Inspections	7,286.00
0	08/25/2011	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-300227	Payroll Deduction for 8/23 Payroll	4,979.03
0	08/25/2011	General Fund	210501 - PERA Life Ins. Ded.	NCPERS Life Ins#7258500	Payroll Deduction for August Payroll	48.00
0	08/25/2011	General Fund	210700 - Minnesota Benefit Ded	MN Benefit Association	Payroll Deduction for 8/23 Payroll	1,307.42
0	08/25/2011	General Fund	Police Explorer Program	Erin Reski	Supplies Reimbursement-Check Reis	31.25
0	08/25/2011	General Fund	Operating Supplies	Sam's Club- ACH	Towels, Water, Bath Tissue	290.49
0	08/25/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Hose Ends	623.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/25/2011	General Fund	Contract Maint. - City Garage	Collins Electrical Construction Co.	Outside Light Timer	595.00
0	08/25/2011	General Fund	Contract Maint. - City Hall	Collins Electrical Construction Co.	Panic Button Relocation	125.00
0	08/25/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Supplies	141.05
0	08/25/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Supplies	56.70
0	08/25/2011	General Fund	Operating Supplies	Ancom Communications	Swissphone	4,944.04
0	08/25/2011	General Fund	209001 - Use Tax Payable	Ancom Communications	Sales/Use Tax	-318.04
0	08/25/2011	General Fund	Contract Maintenance Vehicles	Midway Ford Co	Plug & Coil Replacement	759.92
0	08/25/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Supplies	20.34
0	08/25/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Vehicle Supplies	13.30
0	08/25/2011	General Fund	Motor Fuel	Yocum Oil	Fuel	13,280.87
0	08/25/2011	General Fund	Utilities	Xcel Energy	Civil Defense	53.63
0	08/25/2011	Golf Course	Utilities	Xcel Energy	Golf	731.42
0	08/25/2011	General Fund	Utilities - City Hall	Xcel Energy	City Hall Building	8,003.28
0	08/25/2011	General Fund	Utilities - City Garage	Xcel Energy	Garage/PW Building	2,611.14
0	08/25/2011	General Fund	Utilities	Xcel Energy	Fire Stations	1,774.76
0	08/25/2011	P & R Contract Mantenance	Utilities	Xcel Energy	P&R	5,076.49
0	08/25/2011	Sanitary Sewer	Utilities	Xcel Energy	Sewer	167.16
0	08/25/2011	General Fund	Utilities	Xcel Energy	Traffic Signal & Street Lights	4,434.24
0	08/25/2011	Storm Drainage	Utilities	Xcel Energy	Storm Water	314.33
0	08/25/2011	Water Fund	Utilities	Xcel Energy	Water Tower	5,242.53
0	08/25/2011	General Fund	Utilities	Xcel Energy	Street Light	12,901.72
0	08/25/2011	General Fund	Vehicle Supplies	Gopher Bearing. Corp.	Ball Bearings-Mounted Units	198.67
0	08/25/2011	General Fund	209001 - Use Tax Payable	Gopher Bearing. Corp.	Sales/Use Tax	-12.78
0	08/25/2011	General Fund	Vehicle Supplies	Gopher Bearing. Corp.	Belt	38.35
0	08/25/2011	General Fund	209001 - Use Tax Payable	Gopher Bearing. Corp.	Sales/Use Tax	-2.47
0	08/25/2011	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	Motor Start Capacitor	10.38
0	08/25/2011	General Fund	209001 - Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-0.67
0	08/25/2011	General Fund	Vehicle Supplies	Grainger Inc	Bathroom Fan	21.16
0	08/25/2011	General Fund	Vehicle Supplies	Grainger Inc	Fluorescent Light	60.38
0	08/25/2011	General Fund	Op Supplies - City Hall	Eagle Clan, Inc	Can Liners, Floor Pad	34.89
0	08/25/2011	Information Technology	Operating Supplies	SHI International Corp	Windows Upgrade License	127.18
0	08/25/2011	Information Technology	Operating Supplies	SHI International Corp	Software License	386.89
0	08/25/2011	Housing & Redevelopment Agency	Operating Supplies	SHI International Corp	CD/DVD Software	20.31
0	08/25/2011	General Fund	Vehicle Supplies	Fastenal Company Inc.	Vehicle Parts/Supplies	96.05
0	08/25/2011	Sanitary Sewer	Contract Maintenance	ESS Brothers & Sons, Inc.	Blanket PO for lining sanitary sewer ı	31,907.53
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	5/8 x 3/4 T10 Meter Gal E-Coder	7,048.31
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	1-1/2" T10 Meter Gal E-Coder FLG	17,842.88
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	5/8 x 3/4 T10 Meter Gal E-Coder	1,891.69
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	1-1/2" T10 Meter Gal E-Coder FLG	1,770.00
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	2" T10 Meter Gal E-Coder FLG	861.96
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	2" Tru/Flo CMPD Meter Gal E-Codeı	5,425.00
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	3" Tru/Flo CMPD Meter Gal E-Codeı	3,190.00
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	6" Tru/Flo CMPD Meter Gal E-Codeı	4,985.00
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	Sales Tax	1,761.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
0	08/25/2011	Water Fund	Water Meters	Ferguson Waterworks	1-1/2" T10 Meter Gal E-Coder FLG	8,940.00
0	08/25/2011	Water Fund	Operating Supplies	Ferguson Waterworks	1-1/2" T10 Meter Gal E-Coder FLG	1,833.70
0	08/25/2011	General Fund	Vehicle Supplies	Allegis Corporation	Clamps, Hooks	99.83
					Check Total:	361,223.38
0	09/01/2011	General Fund	Operating Supplies	MES, Inc.	Alkaline Model Survivor	4,180.99
0	09/01/2011	General Fund	Contract Maintenance Vehicles	Mikes Truck & Trailer Repair, Inc.	Air Conditioner Repair	270.74
0	09/01/2011	Municipal Jazz Band	Professional Services	Glen Newton	Big Band Director-Aug 2011	250.00
0	09/01/2011	General Fund	Transportation	Eldona Bacon	Mileage Reimbursement	183.15
0	09/01/2011	General Fund	Conferences	Eldona Bacon	Conference Expenses Reimbursement	172.07
0	09/01/2011	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	1,211.58
0	09/01/2011	Information Technology	Miscellaneous Revenue	Roseville Area Schools	USAC Reimbursement	24,687.70
0	09/01/2011	General Fund	211403 - Flex Spend Day Care	[redacted]	Dependent Care Reimbursement	155.00
0	09/01/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	198.00
0	09/01/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	63.68
0	09/01/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	157.20
0	09/01/2011	Recreation Fund	Operating Supplies	Stitchin Post	T-Shirts	98.00
0	09/01/2011	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Parts	15.55
0	09/01/2011	General Fund	Vehicle Supplies	Factory Motor Parts, Co.	Battery Core	72.66
0	09/01/2011	Recreation Fund	Contract Maintenance	Kone Inc	Furnish and Install infrared detector e	1,700.00
0	09/01/2011	General Fund	Vehicle Supplies	MacQueen Equipment	Air Cylinder	102.96
0	09/01/2011	Boulevard Landscaping	Operating Supplies	Bachmans Inc	Flowers	116.71
0	09/01/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	Prosecution Services	11,351.00
0	09/01/2011	Recreation Fund	Operating Supplies	Grainger Inc	Coupling, Gloves	20.25
0	09/01/2011	P & R Contract Mantenance	Operating Supplies	Eagle Clan, Inc	Credit from Invoice A8137	-276.54
0	09/01/2011	General Fund	Op Supplies - City Hall	Eagle Clan, Inc	Can Liners, Floor Pad	192.32
0	09/01/2011	General Fund	Op Supplies - City Hall	Eagle Clan, Inc	Toilet Tissue, Soap, Gloves	456.59
0	09/01/2011	Recreation Fund	Operating Supplies	Eagle Clan, Inc	Liners, Toilet Tissue, Soap	378.55
0	09/01/2011	General Fund	Professional Services	Erickson, Bell, Beckman & Quinn P.A.	General Civil Matters	12,875.00
0	09/01/2011	General Fund	Contract Maintenance Vehicles	Turfwerks	Bobcat Repair	198.65
					Check Total:	58,831.81
63754	08/18/2011	Information Technology	Contract Maintenance	Access Communications Inc	Technician Labor	120.52
63754	08/18/2011	Information Technology	Contract Maintenance	Access Communications Inc	Technician Labor	120.52
					Check Total:	241.04
63755	08/18/2011	General Fund	Office Supplies	AE Sign Systems, Inc.	Name Tags	6.95
					Check Total:	6.95
63756	08/18/2011	Recreation Fund	Fee Program Revenue	American Dental Partners	Key Deposit Refund	25.00
					Check Total:	25.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63757	08/18/2011	East Metro SWAT	Professional Services	American Messaging	Interpreter Service	83.33
					Check Total:	83.33
63758	08/18/2011	Community Development	Property Improvement Permit	American Waterworks	Permit Refund	85.60
					Check Total:	85.60
63759	08/18/2011	Housing & Redevelopment Agency	Payment to Owners	Dale Anderson	Energy Audit-Check Reissue	60.00
					Check Total:	60.00
63760	08/18/2011	Contracted Engineering Svcs	Deposits	Bald Eagle Builders	Escrow Return-1397 Ryan Ave	3,000.00
63760	08/18/2011	Contracted Engineering Svcs	Deposits	Bald Eagle Builders	Escrow Return-591 Iona Lane	3,000.00
					Check Total:	6,000.00
63761	08/18/2011	Recreation Fund	Professional Services	Brian Basnight	Lacrosse Coaching	35.00
					Check Total:	35.00
63762	08/18/2011	Recreation Fund	Professional Services	Joel Bates	Lacrosse Coaching	400.00
					Check Total:	400.00
63763	08/18/2011	General Fund	Operating Supplies	Batteries Plus, Inc.	AAA, 9V Batteries	166.85
					Check Total:	166.85
63764	08/18/2011	Recreation Fund	Professional Services	Brian Berger	Lacrosse Officiating	105.00
					Check Total:	105.00
63765	08/18/2011	General Fund	Professional Services	Brighton Veterinary Hospital	Animal Control Billing-May/June 201	1,300.00
					Check Total:	1,300.00
63766	08/18/2011	General Fund	Conferences	David Brosnahan	Mileage Reimbursement-Check Reiss	34.65
					Check Total:	34.65
63767	08/18/2011	Recreation Fund	Fee Program Revenue	Mary Buhr	Key Deposit Refund	25.00
					Check Total:	25.00
63768	08/18/2011	Recreation Fund	Professional Services	Tait Carlson	Lacrosse Officiating	35.00
					Check Total:	35.00
63769	08/18/2011	General Fund	Non Business Licenses - Pawn	City of Minneapolis Receivables	Pawn Transaction Fees-July 2011	1,470.60
					Check Total:	1,470.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63770	08/18/2011	Golf Course	Merchandise For Sale	Coca Cola Refreshments	Beverages For Resale	498.90
					Check Total:	498.90
63771	08/18/2011	Information Technology	Telephone	Comcast Cable	Cable TV, High Speed Internet	73.57
					Check Total:	73.57
63772	08/18/2011	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating-July Bingo	2,313.36
					Check Total:	2,313.36
63773	08/18/2011	Community Development	Operating Supplies	Cunningham Group Architecture, PA	Urban Design Services	4,920.00
					Check Total:	4,920.00
63774	08/18/2011	Water Fund	Other Improvements	Dakota Supply Group	Water Meters	489.00
63774	08/18/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE heads for 3" Compound meters,	256.41
					Check Total:	745.41
63775	08/18/2011	Recreation Fund	Advertising	Dex Media East LLC	Yellow Pages Advertising	40.80
63775	08/18/2011	Golf Course	Advertising	Dex Media East LLC	Yellow Pages Advertising	40.80
					Check Total:	81.60
63776	08/18/2011	Water Fund	Water Meter Deposits	Gary Egan	Refund	55.17
					Check Total:	55.17
63777	08/18/2011	Recreation Fund	Fee Program Revenue	Christine Eiler	Arboretum Rental Refund	140.00
					Check Total:	140.00
63778	08/18/2011	General Fund	Contract Maintnenace	Embedded Systems, Inc.	Tornado Siren Repair	100.00
					Check Total:	100.00
63779	08/18/2011	Golf Course	Operating Supplies	Excel Turf and Ornamental	Pro Granular	198.79
					Check Total:	198.79
63780	08/18/2011	Recreation Fund	Transportation	Kelsey Florian	Mileage Reimbursement	3.33
					Check Total:	3.33
63781	08/18/2011	Water Fund	Operating Supplies	Fra-Dor Inc.	River Rock	149.63
63781	08/18/2011	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.	Black Dirt	392.77
					Check Total:	542.40
63782	08/18/2011	Information Technology	Contract Maintenance	FWR Communication Networks	Optical Cross Connect	200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	200.00
63783	08/18/2011	Sanitary Sewer	Operating Supplies	General Industrial Supply Co.	Canvas Bucket	56.44
63783	08/18/2011	Storm Drainage	Operating Supplies	General Industrial Supply Co.	Nitrile Glove Powder, Safety Glasses	104.55
					Check Total:	160.99
63784	08/18/2011	Storm Drainage	Professional Services	Gopher State One Call	FTP Tickets	272.07
63784	08/18/2011	Water Fund	Professional Services	Gopher State One Call	FTP Tickets	272.07
63784	08/18/2011	Sanitary Sewer	Professional Services	Gopher State One Call	FTP Tickets	272.06
					Check Total:	816.20
63785	08/18/2011	Recreation Fund	Transportation	Adam Hansen	Mileage Reimbursement	27.70
					Check Total:	27.70
63787	08/18/2011	Building Improvements	GEO Thermal Project	Harty Mechanical, Inc.	Retainage Reduction	20,730.46
					Check Total:	20,730.46
63788	08/18/2011	Recreation Fund	Fee Program Revenue	Robert Hasdahl	Key Deposit Refund	25.00
					Check Total:	25.00
63789	08/18/2011	Community Development	Rental Registrations	John Hayes	Rental Registration Fee Refund-Chec	25.00
					Check Total:	25.00
63790	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Squad Build	10,887.68
63790	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Squad Build	11,355.61
63790	08/18/2011	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Gun Lock Replacement	190.03
63790	08/18/2011	East Metro SWAT	Professional Services	HealthEast Vehicle Services	Thermal Imaging Camera Installation	593.19
63790	08/18/2011	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Strobe Tube Lamp Replacement	64.62
63790	08/18/2011	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Opticom Strobe Bulb Replacement	141.97
63790	08/18/2011	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Temperature Sensor Replacement	75.94
63790	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	HealthEast Vehicle Services	Squad Build	5,743.02
					Check Total:	29,052.06
63791	08/18/2011	General Fund	Contract Maintenance	Highway Technologies, Inc.	White/Yellow Street Line Painting	4,508.30
63791	08/18/2011	Storm Drainage	Contract Maintenance	Highway Technologies, Inc.	Rental	287.74
					Check Total:	4,796.04
63792	08/18/2011	Recreation Fund	Operating Supplies	Hillyard, Inc.-Minneapolis	Brush, Squeegee Blade	241.47
					Check Total:	241.47
63793	08/18/2011	General Fund	Clothing	Inventory Trading Company	Uniform Shirts	35.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	35.50
63794	08/18/2011	General Fund	Operating Supplies	ITL Patch Company	Community Service Emblems	224.98
					Check Total:	224.98
63795	08/18/2011	Recreation Fund	Fee Program Revenue	Roger Jones	Key Deposit Refund	25.00
					Check Total:	25.00
63796	08/18/2011	Sanitary Sewer	Operating Supplies	Kath Auto Parts	Engine De-Greaser	29.70
63796	08/18/2011	Sanitary Sewer	Operating Supplies	Kath Auto Parts	Silicone	21.78
					Check Total:	51.48
63797	08/18/2011	Recreation Fund	Professional Services	Jake Kosel	Lacrosse Coaching	400.00
					Check Total:	400.00
63798	08/18/2011	General Fund	Operating Supplies	Language Line Services	Interpreter Service	7.39
					Check Total:	7.39
63799	08/18/2011	Recreation Fund	Professional Services	Lennartson Referee Services	Soccer League Referee	2,891.00
					Check Total:	2,891.00
63800	08/18/2011	General Fund	Operating Supplies	LexisNexis Risk Data Mgmt, Inc.	Minimum Committment Balance	26.40
					Check Total:	26.40
63801	08/18/2011	Community Development	Heating Permits	Robert Lidfors	Mechanical Permit Refund	56.50
63801	08/18/2011	Community Development	Building Surcharge	Robert Lidfors	Mechanical Permit Refund	0.50
					Check Total:	57.00
63802	08/18/2011	Recreation Fund	Operating Supplies	Scott Mark	Lacrosse Officiating	35.00
					Check Total:	35.00
63803	08/18/2011	General Fund	Professional Services	Martin McAllister, Inc.	Public Safety Assessment-Matthew G	400.00
					Check Total:	400.00
63804	08/18/2011	Recreation Fund	Fee Program Revenue	Rose Masanz	Key Deposit Refund	25.00
					Check Total:	25.00
63805	08/18/2011	Information Technology	Contract Maintenance	McAfee, Inc.	Fail Safe Disaster Recovery Service	195.00
					Check Total:	195.00

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63806	08/18/2011	Recreation Fund	Operating Supplies	Menards	Tools	21.74
					Check Total:	21.74
63807	08/18/2011	General Fund	Training	The Metro CISM Team	Conference Registration-Lowther	65.00
					Check Total:	65.00
63808	08/18/2011	Recreation Fund	Operating Supplies	Mikes Pro Shop	Bocce Trophy	12.83
					Check Total:	12.83
63809	08/18/2011	General Fund	Operating Supplies	MN Chiefs of Police Assoc	Permits to Acquire	106.88
					Check Total:	106.88
63810	08/18/2011	Street Construction	2011 PMP	MN Dept of Transportation	Lab Testing	763.87
					Check Total:	763.87
63811	08/18/2011	TIF District #17-Twin Lakes	P-SS-ST-W-10-17 Contractor Pay	MN Pollution Control	RAP Implementation Review	562.50
63811	08/18/2011	TIF District #17-Twin Lakes	P-SS-ST-W-10-17 Contractor Pay	MN Pollution Control	RAP Implementation Review	125.00
					Check Total:	687.50
63812	08/18/2011	Recreation Fund	Fee Program Revenue	Mai Moua	Key Deposit Refund	25.00
					Check Total:	25.00
63813	08/18/2011	General Fund	Contract Maintenance	Nardini Fire Equipment Co, Inc	Inspections	103.95
63813	08/18/2011	General Fund	Contract Maintenance	Nardini Fire Equipment Co, Inc	Inspections	300.44
					Check Total:	404.39
63814	08/18/2011	Sanitary Sewer	Professional Services	Networkfleet, Inc.	Monthly Service-Aug	89.85
					Check Total:	89.85
63815	08/18/2011	Recreation Fund	Transportation	Brittany O'Connor	Mileage Reimbursement	67.16
					Check Total:	67.16
63816	08/18/2011	Community Development	Sienna Ph II Sidewalks & Storm	O'Malley Construction	West Snelling Drive Sidewalk	20,515.79
					Check Total:	20,515.79
63817	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	PCS Safety System, Inc.	Camera System Installation	305.00
63817	08/18/2011	General Fund	Contract Maintenance Vehicles	PCS Safety System, Inc.	Wireless Antenna Repair	155.00
					Check Total:	460.00
63818	08/18/2011	Recreation Fund	Professional Services	Donald Peterson	Lacrosse Officiating	70.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	70.00
63819	08/18/2011	General Fund	Operating Supplies	Philips Healthcare	Battery Pack	106.29
					Check Total:	106.29
63820	08/18/2011	Water Fund	Operating Supplies	Plant & Flanged Equipment Co.	FL/ Steel PR	274.79
					Check Total:	274.79
63821	08/18/2011	Recreation Fund	Transportation	Kala Post	Mileage Reimbursement	54.39
					Check Total:	54.39
63822	08/18/2011	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	54.00
					Check Total:	54.00
63823	08/18/2011	Water Fund	Rental	Q3 Contracting, Inc.	Sign Rental	188.30
63823	08/18/2011	Storm Drainage	Contract Maintenance	Q3 Contracting, Inc.	Sign Rental	183.17
					Check Total:	371.47
63824	08/18/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	302.58
63824	08/18/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	172.11
63824	08/18/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	86.06
					Check Total:	560.75
63825	08/18/2011	General Fund	Operating Supplies	RAHS/Raider Grafix	Business Cards	160.31
63825	08/18/2011	General Fund	209001 - Use Tax Payable	RAHS/Raider Grafix	Sales/Use Tax	-10.31
					Check Total:	150.00
63826	08/18/2011	Solid Waste Recycle	Conferences	RAM/SWANA	Fall Conference-Pratt	305.00
					Check Total:	305.00
63827	08/18/2011	General Fund	Professional Services	Ramsey County	Fleet Support Fee	22.40
63827	08/18/2011	General Fund	Dispatching Services	Ramsey County	911 Dispatch Service-July 2011	18,901.85
63827	08/18/2011	General Fund	Professional Services	Ramsey County	Fleet Support Fee	22.40
63827	08/18/2011	General Fund	Professional Services	Ramsey County	Fleet Support Fee	506.24
63827	08/18/2011	General Fund	Contract Maintenence	Ramsey County	Lamping Services	124.87
63827	08/18/2011	General Fund	Contract Maintenence	Ramsey County	Emergency Vehicle Pre-Emption	171.70
					Check Total:	19,749.46
63828	08/18/2011	Boulevard Landscaping	Operating Supplies	Ramy Turf Products	Custom Mix	484.95
					Check Total:	484.95

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63829	08/18/2011	General Fund	Contract Maintnenace	Ready Watt Electric-Inc.	Siren Repair	950.00
					Check Total:	950.00
63830	08/18/2011	Golf Course	Operating Supplies	Reinders Inc.	Fungicide	205.46
					Check Total:	205.46
63831	08/18/2011	Recreation Fund	Transportation	Lisa Remark	Mileage Reimbursent	117.11
					Check Total:	117.11
63832	08/18/2011	Recreation Fund	Professional Services	William Rodrique	Lacrosse Coaching Certification	35.00
63832	08/18/2011	Recreation Fund	Operating Supplies	William Rodrique	Lacrosse Coaching Certification	50.00
					Check Total:	85.00
63833	08/18/2011	Recreation Fund	Professional Services	Carl Saarion	Lacrosse Officiating	70.00
					Check Total:	70.00
63834	08/18/2011	General Fund	Training	Erika Scheider	Training Reimbursement	92.76
					Check Total:	92.76
63835	08/18/2011	Recreation Fund	Professional Services	Joe Schluender	Lacrosse Officiating	70.00
					Check Total:	70.00
63836	08/18/2011	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor-Reissued (	28.00
					Check Total:	28.00
63837	08/18/2011	Water Fund	Operating Supplies	Sherwin Williams Co.	Paint	179.52
					Check Total:	179.52
63839	08/18/2011	Recreation Fund	Professional Services	Jessie Stafki	Lacrosse Officiating	70.00
					Check Total:	70.00
63840	08/18/2011	General Fund	Operating Supplies	Staples Business Advantage, Inc.	Toner	434.58
					Check Total:	434.58
63841	08/18/2011	General Fund	Operating Supplies	Suburban Ace Hardware	Utility Knife, Duct Tape, Key	30.50
					Check Total:	30.50
63842	08/18/2011	Recreation Fund	Professional Services	Josh Suciu	Lacrosse Coaching	400.00
					Check Total:	400.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63843	08/18/2011	Police Vehicle Revolving	Vehicles & Equipment	Sun Control of Minnesota, Inc	Atc 50 2 Front Door	110.00
					Check Total:	110.00
63844	08/18/2011	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct-771707201	39.99
63844	08/18/2011	Sanitary Sewer	Telephone	T Mobile	Cell Phones-Acct-771707201	39.99
63844	08/18/2011	General Fund	Telephone	T Mobile	Cell Phones-Acct-771707201	39.99
					Check Total:	119.97
63845	08/18/2011	Recreation Fund	Fee Program Revenue	Deanna Thompson	Key Deposit Refund	25.00
					Check Total:	25.00
63846	08/18/2011	General Fund	Professional Services	Trans Union LLC		12.65
					Check Total:	12.65
63847	08/18/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Charges	249.28
63847	08/18/2011	Police - DWI Enforcement	Professional Services	Twin Cities Transport & Recove	Towing Charges	122.91
					Check Total:	372.19
63848	08/18/2011	Recreation Fund	Operating Supplies	Twin City Hardware	Locker Room Door Repair	473.89
					Check Total:	473.89
63849	08/18/2011	Water Fund	Professional Services	Twin City Water Clinic, Inc.	Coliform Bacteria Testing	320.00
					Check Total:	320.00
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Jackets, Pants, Shirts	527.49
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Pants, Shirts	107.90
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Pants, Shirts, Jackets	718.98
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Body Armor	1,118.98
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Shirts	33.96
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Jacket	286.50
63850	08/18/2011	General Fund	Clothing	Uniforms Unlimited, Inc.	Pants, Boots	253.90
					Check Total:	3,047.71
63851	08/18/2011	P & R Contract Mantenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	1,686.49
63851	08/18/2011	P & R Contract Mantenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	7,802.60
63851	08/18/2011	P & R Contract Mantenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	13,567.06
					Check Total:	23,056.15
63852	08/18/2011	Recreation Improvements	CP Dale Street Playground	Urban Companies	Villa Park	2,250.00
63852	08/18/2011	Recreation Improvements	CP Dale Street Playground	Urban Companies	Valley Park	1,750.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	4,000.00
63853	08/18/2011	Sanitary Sewer	Operating Supplies	Viking Industrial Center	Gloves, Vests	198.40
63853	08/18/2011	Sanitary Sewer	Operating Supplies	Viking Industrial Center	Gloves, Vests	88.80
					Check Total:	287.20
63854	08/18/2011	General Fund	Contract Maint. - City Hall	Village Plumbing, Inc.	Yard Hydrant Installation	1,297.00
					Check Total:	1,297.00
63855	08/18/2011	Recreation Fund	Overpayment of Program Fees	Linda Voracek	Karate Class Refund	39.00
					Check Total:	39.00
63856	08/18/2011	Water Fund	Professional Services	Water Conservation Service, Inc.	Leak Location	215.30
					Check Total:	215.30
63857	08/18/2011	Recreation Fund	Fee Program Revenue	Fred Whipple	Key Deposit Refund	25.00
					Check Total:	25.00
63858	08/18/2011	Information Technology	Telephone	XO Communications Inc.	Telephone	1,402.56
					Check Total:	1,402.56
63859	08/23/2011	Housing & Redevelopment Agency	Postage	Postmaster- Cashier Window #5	Postage-Acct 2437	197.25
					Check Total:	197.25
63860	08/25/2011	Recreation Fund	Professional Services	3rd Lair SkatePark	Skateboarding Camp	2,157.60
					Check Total:	2,157.60
63861	08/25/2011	Water Fund	Accounts Payable	ANCHOR BANK NA	Refund Check	64.83
					Check Total:	64.83
63862	08/25/2011	Water Fund	Accounts Payable	ANIBAL ARMIEN	Refund Check	31.94
63862	08/25/2011	Sanitary Sewer	Accounts Payable	ANIBAL ARMIEN	Refund Check	0.07
					Check Total:	32.01
63863	08/25/2011	General Fund	Professional Services	Richard A. Beens	Arbitration Service	400.00
					Check Total:	400.00
63864	08/25/2011	Housing & Redevelopment Agency	Payment to Owners	Kayleen Bonczek	Energy Audit-Check Reissue	60.00
					Check Total:	60.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63865	08/25/2011	Water Fund	Accounts Payable	Burnet Title	Water Bill Refund-Check Reissue	9.59
					Check Total:	9.59
63866	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	90.78
63866	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	56.08
63866	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	199.28
63866	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	39.05
63866	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	101.64
					Check Total:	486.83
63867	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	CenturyLink	Telephone	9.14
					Check Total:	9.14
63868	08/25/2011	Water Fund	Accounts Payable	JAY & JODY CHAPMAN	Refund Check	132.93
					Check Total:	132.93
63869	08/25/2011	Information Technology	Telephone	City of North St. Paul	Data CTR Interconnects	600.00
63869	08/25/2011	Information Technology	Telephone	City of North St. Paul	511 Billing Interconnects	1,900.00
					Check Total:	2,500.00
63870	08/25/2011	General Fund	Contract Maintenance	Comcast Cable	Cable TV	4.50
					Check Total:	4.50
63871	08/25/2011	General Fund	Operating Supplies	Commercial Asphalt Co	Asphalt	2,548.24
63871	08/25/2011	Storm Drainage	Operating Supplies	Commercial Asphalt Co	Asphalt	1,277.55
					Check Total:	3,825.79
63872	08/25/2011	Sanitary Sewer	Other Improvements	Connelly Industrial Electronics	Lift Station Control Panel	25,087.05
63872	08/25/2011	Sanitary Sewer	Other Improvements	Connelly Industrial Electronics	Sales Tax	1,724.73
					Check Total:	26,811.78
63873	08/25/2011	P & R Contract Mantenance	Operating Supplies	Costa Farms, LLC Costa	Nursery/Garden Items	187.03
63873	08/25/2011	P & R Contract Mantenance	Use Tax Payable	Costa Farms, LLC Costa	Sales/Use Tax	-12.03
63873	08/25/2011	P & R Contract Mantenance	Use Tax Payable	Costa Farms, LLC Costa	Sales/Use Tax	-8.32
63873	08/25/2011	P & R Contract Mantenance	Operating Supplies	Costa Farms, LLC Costa	Nursery/Garden Items	129.32
63873	08/25/2011	P & R Contract Mantenance	Operating Supplies	Costa Farms, LLC Costa	Nursery/Garden Items	178.48
63873	08/25/2011	P & R Contract Mantenance	Use Tax Payable	Costa Farms, LLC Costa	Sales/Use Tax	-11.48
63873	08/25/2011	P & R Contract Mantenance	Use Tax Payable	Costa Farms, LLC Costa	Sales/Use Tax	-15.61
63873	08/25/2011	P & R Contract Mantenance	Operating Supplies	Costa Farms, LLC Costa	Nursery/Garden Items	242.61
					Check Total:	690.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63874	08/25/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE heads for Model 25 meters, Pott	3,650.00
63874	08/25/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE heads for Model 70 meters, Pott	1,460.00
63874	08/25/2011	Water Fund	Other Improvements	Dakota Supply Group	ADE heads for Model 120 meters, Po	392.33
63874	08/25/2011	Water Fund	Water Meters	Dakota Supply Group	Water Meter Supplies	609.19
63874	08/25/2011	Water Fund	Water Meters	Dakota Supply Group	Water Meter Supplies	621.29
					Check Total:	6,732.81
63875	08/25/2011	Recreation Fund	Fee Program Revenue	Marilyn Danielson	Damage Deposit Refund	93.75
					Check Total:	93.75
63876	08/25/2011	License Center	Memberships & Subscriptions	Deputy Registrar #156	Annual Meeting	40.00
					Check Total:	40.00
63877	08/25/2011	General Fund	211200 - Financial Support	Diversified Collection Services, Inc.	[redacted]	210.24
					Check Total:	210.24
63878	08/25/2011	Recreation Fund	Professional Services	Sharon Eaton	Preschool Instruction	300.00
					Check Total:	300.00
63879	08/25/2011	Recreation Fund	Professional Services	Mark Emme	Volleyball Officiating	528.00
					Check Total:	528.00
63880	08/25/2011	General Fund	Operating Supplies	EMP	Nitrile Gloves	161.59
					Check Total:	161.59
63881	08/25/2011	Water Fund	Operating Supplies	Fra-Dor Inc.	Received Loads	309.00
63881	08/25/2011	General Fund	Operating Supplies	Fra-Dor Inc.	Received Loads	333.66
					Check Total:	642.66
63882	08/25/2011	Recreation Fund	Non Fee Program Revenue	Amy Sue Grittman	Jamboree Jelly Sales	24.00
					Check Total:	24.00
63883	08/25/2011	Water Fund	Accounts Payable	JAMES & TRACY GUNELSON	Refund Check	18.27
					Check Total:	18.27
63884	08/25/2011	Community Development	Rental Registrations	Hamline House Condos Assoc.	Rental Registration Refund	25.00
					Check Total:	25.00
63885	08/25/2011	General Fund	Contract Maintenance Vehicles	HealthEast Vehicle Services	Guard Mount	392.27
					Check Total:	392.27

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63886	08/25/2011	Information Technology	Computer Equipment	Hewlett-Packard Company	XL508AV -HP Compaq 8200 Elite Co	3,714.06
63886	08/25/2011	Information Technology	Computer Equipment	Hewlett-Packard Company	Sales Tax	235.13
					Check Total:	3,949.19
63887	08/25/2011	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	72.81
					Check Total:	72.81
63888	08/25/2011	Water Fund	Accounts Payable	RICHARD HOLTZMAN	Refund Check	8.19
					Check Total:	8.19
63889	08/25/2011	Recreation Fund	Professional Services	Pat Hubbard	Volleyball Officiating	374.00
					Check Total:	374.00
63890	08/25/2011	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-109956	Payroll Deduction for 8/23 Payroll	538.83
					Check Total:	538.83
63891	08/25/2011	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	307.95
					Check Total:	307.95
63892	08/25/2011	Recreation Fund	Fee Program Revenue	Tammy Kovalevsky	Key Deposit Refund	25.00
					Check Total:	25.00
63893	08/25/2011	General Fund	Vehicle Supplies	Larson Companies	Air Filter	14.77
					Check Total:	14.77
63894	08/25/2011	Community Development	Building Permits	Lindus Construction	Building Permit Refund	238.92
63894	08/25/2011	Community Development	Building Surcharge	Lindus Construction	Building Permit Refund	7.49
					Check Total:	246.41
63895	08/25/2011	Recreation Fund	Fee Program Revenue	Camille Logan	Key Deposit Refund	25.00
					Check Total:	25.00
63896	08/25/2011	Community Development	Electrical Permits	Le C Luchterhand	Electrical Permit Refund	70.00
					Check Total:	70.00
63897	08/25/2011	General Fund	Vehicle Supplies	McDonald Battery Co Inc.	12 Volt Battery	291.66
					Check Total:	291.66
63898	08/25/2011	Sanitary Sewer	Professional Services	McDonough's Waterjetting & Drain Clean	Vacuum Four Lift Stations	1,120.84

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	1,120.84
63899	08/25/2011	Pathway Maintenance Fund	Operating Supplies	MIDC Enterprises	Wire, Couplings	267.02
63899	08/25/2011	Pathway Maintenance Fund	Operating Supplies	MIDC Enterprises	Bushings, Adapters	25.70
63899	08/25/2011	Pathway Maintenance Fund	Operating Supplies	MIDC Enterprises	Clamp	14.75
					Check Total:	307.47
63900	08/25/2011	Community Development	Building Surcharge	MN Dept of Labor and Industry	Building Permit Surcharges	5,583.60
63900	08/25/2011	Community Development	Miscellaneous Revenue	MN Dept of Labor and Industry	Building Permit Surcharges-Retentior	-111.67
					Check Total:	5,471.93
63901	08/25/2011	License Center	Office Supplies	North Country Business Products Inc	Thermal Paper	251.57
					Check Total:	251.57
63902	08/25/2011	Street Construction	2011 PMP	North Valley, Inc.	Reconstruction, Mill & Overlay	654.30
63902	08/25/2011	Water Fund	2011 PMP Project	North Valley, Inc.	Reconstruction, Mill & Overlay	33,148.94
63902	08/25/2011	Street Construction	2011 PMP	North Valley, Inc.	Reconstruction, Mill & Overlay	205,603.17
63902	08/25/2011	Storm Drainage	Alladin Street BMP	North Valley, Inc.	Reconstruction, Mill & Overlay	32,437.63
63902	08/25/2011	Street Construction	Dale St btw Cty C & S Owasso	North Valley, Inc.	Reconstruction, Mill & Overlay	65,805.43
63902	08/25/2011	Water Fund	Dale St btw Cty C & S Owasso	North Valley, Inc.	Reconstruction, Mill & Overlay	12,672.36
					Check Total:	350,321.83
63903	08/25/2011	Grass Lake Water Mgmt. Org.	Professional Services	Tom Petersen	Technical & Administrative Services	2,281.70
					Check Total:	2,281.70
63904	08/25/2011	Sanitary Sewer	Operating Supplies	Pine Valley Eco Products, Inc.	Survivors-5 Gallon	565.60
63904	08/25/2011	Sanitary Sewer	Use Tax Payable	Pine Valley Eco Products, Inc.	Sales/Use Tax	-36.38
					Check Total:	529.22
63905	08/25/2011	Telecommunications	Postage	Postmaster- Cashier Window #5	Newsletter Postage-Acct 2437	2,300.00
					Check Total:	2,300.00
63906	08/25/2011	General Fund	211401- HSA Employee	Premier Bank	HSA	1,883.71
63906	08/25/2011	General Fund	211405 - HSA Employer	Premier Bank	HSA	261.52
					Check Total:	2,145.23
63907	08/25/2011	Recreation Fund	Fee Program Revenue	Christopher Raaymakers	Damage Deposit Refund	93.75
					Check Total:	93.75
63908	08/25/2011	Grass Lake Water Mgmt. Org.	Professional Services	Ramsey County	Macrophyte Surveys	2,095.70

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	2,095.70
63909	08/25/2011	Recreation Fund	Fee Program Revenue	Ramsey County Project Enhance	Key Deposit Refund	25.00
					Check Total:	25.00
63910	08/25/2011	Recreation Fund	Non Fee Program Revenue	Nancy Robbins	Jamboree Jam Sales	16.00
					Check Total:	16.00
63911	08/25/2011	General Fund	Contract Maintenance Vehicles	Rosedale Chevrolet	Oil Change	37.65
					Check Total:	37.65
63912	08/25/2011	Recreation Fund	Advertising	Roseville HS Boys Hockey Boosters	1/2 Page Hockey Program Ad	150.00
					Check Total:	150.00
63913	08/25/2011	Community Development	Rental Registrations	RPH Properties, LLC	Rental Registration Refund	25.00
					Check Total:	25.00
63914	08/25/2011	Water Fund	Accounts Payable	SONYA & ANGELA SAATZER & BUSCI	Refund Check	46.20
					Check Total:	46.20
63915	08/25/2011	Recreation Fund	Professional Services	Walter Smith, Jr	Summer Entertainment-Reissue Lost	800.00
					Check Total:	800.00
63916	08/25/2011	General Fund	Motor Fuel	Speedway SuperAmerica	Fuel	256.13
					Check Total:	256.13
63917	08/25/2011	Community Development	Telephone	Sprint	Cell Phones	155.31
63917	08/25/2011	General Fund	Telephone	Sprint	Cell Phones	25.56
63917	08/25/2011	General Fund	Telephone	Sprint	Cell Phones	253.80
63917	08/25/2011	Storm Drainage	Telephone	Sprint	Cell Phones	257.46
63917	08/25/2011	General Fund	Telephone	Sprint	Cell Phones	53.11
63917	08/25/2011	Sanitary Sewer	Telephone	Sprint	Cell Phones	205.04
63917	08/25/2011	Recreation Fund	Telephone	Sprint	Cell Phones	127.99
63917	08/25/2011	Recreation Fund	Telephone	Sprint	Cell Phones	51.11
63917	08/25/2011	P & R Contract Mantenance	Telephone	Sprint	Cell Phones	230.38
63917	08/25/2011	Golf Course	Telephone	Sprint	Cell Phones	38.10
63917	08/25/2011	General Fund	Telephone	Sprint	Cell Phones	25.56
63917	08/25/2011	General Fund	Telephone	Sprint	Cell Phones	76.78
63917	08/25/2011	General Fund	Telephone	Sprint	Cell Phones	378.71
					Check Total:	1,878.91

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63918	08/25/2011	Water Fund	St. Paul Water	St. Paul Regional Water Services	Water	414,616.15
					Check Total:	414,616.15
63919	08/25/2011	General Fund	210900 - Long Term Disability	Standard Insurance Company	Sept Insurance Payment	2,733.58
63919	08/25/2011	General Fund	210502 - Life Ins. Employer	Standard Insurance Company	Sept Insurance Payment	1,308.29
63919	08/25/2011	General Fund	210500 - Life Ins. Employee	Standard Insurance Company	Sept Insurance Payment	2,279.87
					Check Total:	6,321.74
63920	08/25/2011	General Fund	211200 - Financial Support	Steward, Zlimen & Jungers, LTD	Case #: 09-06243-0	68.90
					Check Total:	68.90
63921	08/25/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	GLWMO Meeting Minutes	195.50
63921	08/25/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
63921	08/25/2011	Community Development	Professional Services	Sheila Stowell	Dupe Payment	-264.50
63921	08/25/2011	Community Development	Professional Services	Sheila Stowell	Dupe Payment-Mileage Reimburseme	-4.44
63921	08/25/2011	Community Development	Professional Services	Sheila Stowell	Planning Commission Meeting Minut	310.50
63921	08/25/2011	Community Development	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
63921	08/25/2011	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	HRA Meeting Minutes	69.00
63921	08/25/2011	Housing & Redevelopment Agency	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
63921	08/25/2011	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	4.83
63921	08/25/2011	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	356.50
63921	08/25/2011	Grass Lake Water Mgmt. Org.	Professional Services	Sheila Stowell	PWET Meeting Minutes	132.25
					Check Total:	814.13
63922	08/25/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tires	187.48
63922	08/25/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tires	320.07
63922	08/25/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tires	228.71
63922	08/25/2011	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	Tires	1,612.83
					Check Total:	2,349.09
63923	08/25/2011	Water Fund	Accounts Payable	SUN CHEMICAL	Refund Check	486.29
					Check Total:	486.29
63924	08/25/2011	Water Fund	Accounts Payable	PHE TO & THO TRAN	Refund Check	31.07
					Check Total:	31.07
63925	08/25/2011	General Fund	Vehicle Supplies	Tri State Bobcat	Bearing	158.32
					Check Total:	158.32
63926	08/25/2011	General Fund	Contract Maintenance	Upper Cut Tree Service	Tree Trimming	218.03
63926	08/25/2011	General Fund	Contract Maintenance	Upper Cut Tree Service	Tree Trimming	921.53

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	1,139.56
63927	08/25/2011	Recreation Fund	Professional Services	Kathie Urbaniak	Volleyball Officiating	528.00
					Check Total:	528.00
63928	08/25/2011	General Fund	Op Supplies - City Hall	Viking Electric Supply, Inc.	Twin Tube	474.33
					Check Total:	474.33
63929	08/25/2011	Recreation Fund	Professional Services	Ron Weill	Lacrosse Officiating	35.00
					Check Total:	35.00
63930	08/25/2011	Recreation Fund	Non Fee Program Revenue	Kristina Ziebol	Jamboree Jam Sales	12.00
					Check Total:	12.00
63931	08/31/2011	General Fund	Conferences	League of MN Cities	ICMA Dinner-Malinen	40.00
					Check Total:	40.00
63932	09/01/2011	Recreation Fund	Professional Services	3rd Lair SkatePark	Summer Series	202.00
					Check Total:	202.00
63933	09/01/2011	Information Technology	Contract Maintenance	Access Communications Inc	Technician Labor	83.02
					Check Total:	83.02
63934	09/01/2011	Community Development	Deposits	James Alexander	Construction Deposit Refund	700.00
					Check Total:	700.00
63935	09/01/2011	Recreation Fund	Fee Program Revenue	Dorothy Alshouse	Key Deposit Refund	25.00
					Check Total:	25.00
63936	09/01/2011	Recreation Fund	Professional Services	Back 2 Basics Learning LLC	Art Camp	1,694.00
63936	09/01/2011	Recreation Fund	Professional Services	Back 2 Basics Learning LLC	Art Camp	220.00
					Check Total:	1,914.00
63937	09/01/2011	General Fund	Vehicle Supplies	Batteries Plus, Inc.	AA Batteries	163.39
					Check Total:	163.39
63938	09/01/2011	Recreation Fund	Professional Services	Madeline Bean	Assistant Dance Instructor	18.00
					Check Total:	18.00
63939	09/01/2011	Water Fund	Accounts Payable	DOLORES BEAULIEU	Refund Check	3.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63939	09/01/2011	Sanitary Sewer	Accounts Payable	DOLORES BEAULIEU	Refund Check	13.41
					Check Total:	17.01
63940	09/01/2011	Recreation Fund	Professional Services	Travis Cherrier	Summer High School Gymnastics Co	1,440.00
					Check Total:	1,440.00
63941	09/01/2011	Sanitary Sewer	Metro Waste Control Board	City of Lauderdale	3rd Quarter PACAL Reimbursement	366.66
					Check Total:	366.66
63942	09/01/2011	Recreation Fund	Professional Services	City of Shoreview	Water Park Admission	293.36
63942	09/01/2011	Recreation Fund	Professional Services	City of Shoreview	Valleyfair Admission	494.00
63942	09/01/2011	Recreation Fund	Professional Services	City of Shoreview	Summer Field Trip Bus	1,014.79
					Check Total:	1,802.15
63943	09/01/2011	Water Fund	Accounts Payable	DOUG COLLINS	Refund Check	54.24
					Check Total:	54.24
63944	09/01/2011	Recreation Fund	Professional Services	Lesbia Dominguez-Giron	Art Camp Refund	72.00
					Check Total:	72.00
63945	09/01/2011	Recreation Fund	Building Rental	Christine Eiler	Damage Deposit Refund	400.00
					Check Total:	400.00
63946	09/01/2011	Storm Drainage	Operating Supplies	Eull's Manufacturing Co., Inc.	Manhole Rings	518.34
					Check Total:	518.34
63947	09/01/2011	Water Fund	Accounts Payable	M FASCHINGBAUER	Refund Check	37.51
63947	09/01/2011	Sanitary Sewer	Accounts Payable	M FASCHINGBAUER	Refund Check	12.46
					Check Total:	49.97
63948	09/01/2011	Water Fund	Accounts Payable	ERIC & JILL FIGGINS	Refund Check	30.85
					Check Total:	30.85
63949	09/01/2011	Recreation Fund	Transportation	Caitlin Fitzgerald	Mileage Reimbursement	91.41
63949	09/01/2011	Recreation Fund	Transportation	Caitlin Fitzgerald	Mileage Reimbursement	31.08
					Check Total:	122.49
63950	09/01/2011	Pathway Maintenance Fund	Operating Supplies	Fra-Dor Inc.	Received Loads	112.00
					Check Total:	112.00
63951	09/01/2011	Recreation Fund	Transportation	Rose Gangl	Mileage Reimbursement	4.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	4.44
63952	09/01/2011	Sanitary Sewer	Accounts Payable	E WAYNE GARFIELD	Refund Check	1.37
					Check Total:	1.37
63953	09/01/2011	General Fund	Vehicle Supplies	General Industrial Supply Co.	Bi-Metal BL	103.36
					Check Total:	103.36
63954	09/01/2011	Recreation Fund	Transportation	Tricia Hartman	Mileage Reimbursement	16.65
					Check Total:	16.65
63955	09/01/2011	Recreation Fund	Memberships & Subscriptions	Ice Skating Institute	Professional Membership	85.00
					Check Total:	85.00
63956	09/01/2011	Telephone	PSTN-PRI Access/DID Allocation	Integra Telecom	Telephone	2,424.21
					Check Total:	2,424.21
63957	09/01/2011	Risk Management	Professional Services	Integrated Loss Control, Inc	Safety Services	7,692.00
					Check Total:	7,692.00
63958	09/01/2011	General Fund	Memberships & Subscriptions	IPMA-HR Minnesota	Meeting Fees	10.00
					Check Total:	10.00
63959	09/01/2011	Water Fund	Accounts Payable	DOROTHY KETTLER	Refund Check	15.95
63959	09/01/2011	Sanitary Sewer	Accounts Payable	DOROTHY KETTLER	Refund Check	17.49
					Check Total:	33.44
63960	09/01/2011	Recreation Fund	Fee Program Revenue	Kelly Klarich	Damage Deposit Refund	93.75
					Check Total:	93.75
63961	09/01/2011	Recreation Fund	Fee Program Revenue	Heather Kline	Key Deposit Refund	25.00
					Check Total:	25.00
63962	09/01/2011	Recreation Fund	Fee Program Revenue	Dennis Kolodjski	Key Deposit Refund	25.00
					Check Total:	25.00
63963	09/01/2011	General Fund	Memberships & Subscriptions	League of MN Cities	Annual Dues	19,322.00
					Check Total:	19,322.00
63964	09/01/2011	Risk Management	Sewer Department Claims	League of MN Cities Ins Trust	LMCIT Claim: 11076545	11,750.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	11,750.00
63965	09/01/2011	General Fund	Professional Services	Linn Building Maintenance	Building Cleaning	3,345.51
63965	09/01/2011	General Fund	Professional Services	Linn Building Maintenance	Building Cleaning	424.22
63965	09/01/2011	Recreation Fund	Contract Maintenance	Linn Building Maintenance	Building Cleaning	1,050.90
63965	09/01/2011	Recreation Fund	Contract Maintenence	Linn Building Maintenance	Building Cleaning	838.79
63965	09/01/2011	License Center	Professional Services	Linn Building Maintenance	Building Cleaning	626.68
63965	09/01/2011	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	Building Cleaning	944.84
					Check Total:	7,230.94
63966	09/01/2011	General Fund	211402 - Flex Spending Health	[redacted]	Flexible Benefit Reimbursement	244.13
					Check Total:	244.13
63967	09/01/2011	Water Fund	Accounts Payable	MAYE MCNEILL	Refund Check	3.07
63967	09/01/2011	Sanitary Sewer	Accounts Payable	MAYE MCNEILL	Refund Check	18.45
					Check Total:	21.52
63968	09/01/2011	Pathway Maintenance Fund	Operating Supplies	MIDC Enterprises	Couplings, Clamps, Utility Poly	87.57
					Check Total:	87.57
63969	09/01/2011	Recreation Fund	Fee Program Revenue	Agnes Moser	Key Deposit Refund	25.00
					Check Total:	25.00
63970	09/01/2011	Golf Course	Contract Maintenance	Nardini Fire Equipment Co, Inc	Inspection	125.03
					Check Total:	125.03
63971	09/01/2011	General Fund	Memberships & Subscriptions	National Fire Codes	Annual Subscription	832.50
					Check Total:	832.50
63972	09/01/2011	Recreation Fund	Transportation	Brittany O'Connor	Mileage Reimbursement	38.85
					Check Total:	38.85
63973	09/01/2011	Community Development	Memberships & Subscriptions	Office of Secretary of State	Notary Fee-Reilly	120.00
					Check Total:	120.00
63974	09/01/2011	Recreation Fund	Professional Services	Performance Plus, Inc.	Medical Evaluations	90.00
63974	09/01/2011	Recreation Fund	Professional Services	Performance Plus, Inc.	Mask Fit	50.00
63974	09/01/2011	General Fund	Professional Services	Performance Plus, Inc.	Drug Screening, Medical Testing	2,680.00
					Check Total:	2,820.00
63975	09/01/2011	Storm Drainage	Contract Maintenance	Q3 Contracting, Inc.	Manhole Repair Supplies	106.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
					Check Total:	106.64
63976	09/01/2011	General Fund	Vehicle Supplies	Roseville Chrysler Jeep Dodge	Panel	41.95
					Check Total:	41.95
63977	09/01/2011	Recreation Fund	Professional Services	Roseville Gymnastics Boosters Associatio	Summer Camp Fee Reimbursement-S	150.00
					Check Total:	150.00
63978	09/01/2011	General Fund	Operating Supplies	Sam's Club	Cleaning Supplies	290.49
					Check Total:	290.49
63979	09/01/2011	Recreation Fund	Professional Services	Melissa Schuler	Assistant Dance Instructor	38.50
					Check Total:	38.50
63980	09/01/2011	Boulevard Landscaping	Operating Supplies	SKB Environmental, Inc.	Disposal Services	65.10
					Check Total:	65.10
63981	09/01/2011	Recreation Fund	Operating Supplies	Jesse Smith	Regional & State Tournament Reimbu	160.00
63981	09/01/2011	Recreation Fund	Operating Supplies	Jesse Smith	Regional & State Tournament Reimbu	100.00
					Check Total:	260.00
63982	09/01/2011	Recreation Fund	Transportation	Speco Charter LLC	Roseville Seniors Transportation	1,080.00
					Check Total:	1,080.00
63983	09/01/2011	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	Water	663.69
					Check Total:	663.69
63984	09/01/2011	Recreation Fund	Professional Services	Rachel Tadsen	Assistant Dance Instructor	15.00
					Check Total:	15.00
63985	09/01/2011	Storm Drainage	Rosewood Neighborhood Drainage	Urban Companies	Drainage Improvements	4,823.63
					Check Total:	4,823.63
63986	09/01/2011	Recreation Fund	Professional Services	Kristina Van Deusen	Assistant Dance Instructor	48.00
					Check Total:	48.00
63987	09/01/2011	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	451.38
63987	09/01/2011	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	130.10
					Check Total:	581.48

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Invoice Desc.	Amount
63988	09/01/2011	Recreation Fund	Building Rental	Kayla Yang	Damage Deposit Refund	350.00
					Check Total:	350.00
					Report Total:	1,535,942.36

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
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

<u>Massage Therapist License</u>

Jo Anne Lorenz
At Stephen's Salon
1125 County Road B

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff has reviewed the applications and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s).

REQUESTED COUNCIL ACTION

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

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

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

1. Legal Name Jo Anne Maria Lorenz
2. Home Address ____________
3. Home Telephone ____________
4. Date of Birth ____________
5. Drivers License Number ____________
6. Email Address ____________
7. Have you ever used or been known by any name other than the legal name given in number 1 above?
   Yes ✓ No ________ 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.
   Stephen's Salon, 1125 County Rd B W, Roseville, MN 55113

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

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

____

License fee is 100.00
Make checks payable to City of Roseville

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 09/12/11
Item No.: 7.c

Department Approval | City Manager Approval

Item Description: One Day On-Site Gambling Permit

Background

The Roseville Fire Department Auxiliary, Inc., will be holding its annual Booya at 2701 No. Lexington on Sunday, October 2, 2011. The Roseville Fire Department Auxiliary is currently in compliance with all rules and regulations regarding Tax Exempt 501(c) status.

Council Action Requested

Motion to approve an on-site gambling permit for the annual Roseville Fire Department Auxiliary Booya on October 2, 2011.

Minnesota Lawful Gambling

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received:	
less than 30 days before the event **$100**	more than 30 days before the event **$50**

ORGANIZATION INFORMATION

Check #________ $________

Organization name
Roseville Fire Department Auxiliary, Inc.

Previous gambling permit number

Minnesota tax ID number, if any

Federal employer ID number, if any

Type of nonprofit organization. Check one.

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other nonprofit organization

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

Name of chief executive officer (CEO)	Daytime phone number	Email address
Jim Chandler		...us

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Roseville VFW

Address (do not use PO box)	City or township	Zip Code	County
1145 Woodhill Drive	Roseville	55113	Ramsey

Date(s) of activity (for raffles, indicate the date of the drawing)
Sunday October 2, 2011

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

Bingo* ☑ Raffles Paddlewheels* Pull-Tabs* Tipboards*

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

To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/2011
Item No.: 7.d

Department Approval

City Manager Approval

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

BACKGROUND

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

<u>General Purchases or Contracts</u>

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

Department	Vendor	Description	Amount
IT	Aercor Wireless Inc.	PD mobile connection license renewal	$ 15,823.37
Parks & Rec	Upper Cut Tree Services	Diseased and hazardous tree removal	10,000.00
Streets	Pavement Resources	Spray injection paving for misc. streets	10,575.00
Utilities	Pipe Services	Televise sanitary and storm sewer mains	30,171.68

The licenses for the Police vehicles will allow them to continue to have a secure mobile connection to their critical data and applications. This replaces the licensing previously obtained from the City of St. Paul.

The spray injection patching is a specialized repair process that combines hot asphalt emulsion and crushed aggregate using forced air. It is a permanent repair and can be done year round with traffic flowing immediately after the repair.

<u>Sale of Surplus Vehicles or Equipment</u>

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

Department	Item / Description

POLICY OBJECTIVE

Required under City Code 103.05.

Financial Impacts

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

Staff Recommendation

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

Requested Council Action

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

Prepared by: Chris Miller, Finance Director
Attachments: A: None

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
Item No.: 7.e

Department Approval | City Manager Approval

Item Description: Approve Construction Agreement for the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project)

BACKGROUND

Since 2009, the cities of Falcon Heights and Roseville, along with the University of Minnesota, have been developing plans for a pedestrian and bicycle trail along Fairview Avenue. This project, the Northeast Suburban Campus Connector (NESCC), was awarded grant funds in the amount of $1,079,000.

Due to construction timing issues with Ramsey County's proposed County Road B-2 project, along with easement acquisitions in both Falcon Heights and Roseville, the two cities agreed to split the project into phases. Phase 1 includes work on Fairview Avenue south of County Road B through the University of Minnesota. Phase 2 includes work north of County Road B and west of Cleveland Avenue.

The project was awarded to TA Schifsky and Sons at the August 22nd council meeting. Construction is scheduled to start in mid September.

POLICY OBJECTIVE

A construction agreement with Falcon Heights is attached, which spells out the role of each city for the construction of both Phase 1 and Phase 2 of this project. While the construction costs for this project are fully grant funded, we wanted to be sure that if any unexpected conditions were encountered during construction we would have a formal understanding with the City of Falcon Heights regarding cost. It also defines ownership of the improvements once constructed.

FINANCIAL DISCUSSION

The contract amount for this project is $711,758.00. The total amount of Federal eligible costs for Phase 1 of this project is $595,010.90, but only $520,000 of the grant proceeds were allocated to this portion of the project. The project partners submitted a request to Transit for Livable Communities (TLC), the local organization tasked with allocating this grant funding, asking for a supplemental grant award in the amount of $83,336. Additional funding was awarded making Phase I fully grant funded. The project will be funded as follows:

Segment Description	Federal Eligible Costs	Local Cost
Roseville	$277,689.90	$34,680.00
Falcon Heights	$205,284.10	$0
University of Minnesota	$112,036.90	$82,067.10
Subtotals	$595,010.90	$116,747.10
Project Total	$711,758.00	

STAFF RECOMMENDATION

Staff recommends the approval of the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project) Construction Agreement with the City of Falcon Heights.

REQUESTED COUNCIL ACTION

Motion approving of the Fairview Pathway Project (aka Northeast Suburban Campus Connector Bike/ Pedestrian Project) Construction Agreement with the City of Falcon Heights.

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

NESCC CONSTRUCTION AGREEMENT

This Agreement is made on August ____, 2011, between the City of Roseville, a Minnesota municipal corporation ("Roseville"), and the City of Falcon Heights, a Minnesota municipal corporation ("Falcon Heights").

1. PURPOSE

Roseville and Falcon Heights (Collectively the "Cities") have determined that it is in the best interests of the residents of each city to undertake in a cooperative fashion the construction of the Northeast Suburban Campus Connector Bicycle/ Pedestrian Project (the "Project"). The goal of the Cities is to provide for a coordinated cost effective completion of the Project. The purpose of this agreement is to set forth the terms governing the design and construction of the Project.

2. PROJECT

2.1 The Project shall be constructed in two phases and shall consist of the facilities identified in Exhibit A hereto, subject to modification as provided herein.

2.2 The costs of the Project will be paid by the Cities as provided in Section 5.1 hereof.

3. DESIGN

3.1 Roseville, has prepared, engineering drawings, specifications and construction plans for the Project. The construction plans will include a cost estimate. The final cost estimate will include all costs associated with the Project as well as a contingency budget for unforeseeable circumstances associated with the construction. Roseville will comply with any requirements of Minnesota law with respect to approvals of such plans and specifications.

4 CONSTRUCTION

4.1 Roseville will be the contracting party and will use ordinary and prudent efforts to require that the Project is constructed in compliance with approved plans and specifications and completed with reasonable promptness.

4.2 Roseville will notify Falcon Heights of any change order which increases the cost of any individual construction contract for the Project by more than $5,000 of the original amount thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of Falcon Heights prior to approving such a change order. However, prior written authorization is not necessary if the change order presents imminent health/safety issues making prior authorization impractical. In such cases, the change order shall be reasonably presented to Falcon Heights for ratification. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising from the construction.

5. PAYMENT OF COSTS OF PROJECT

5.1 The costs of the Project will be paid for with available Federal Funds. Total Amount awarded: $1,331,878 Federal Funds are designated for the following categories:

Project development, planning, and design, $131,000
Education and promotion: $10,000
Construction: $1,190,878

5.2 Any Federal eligible construction costs for the project that are not covered by Federal Funds shall be shared by the Cities. The cost split will be based on a proportionate share of the project cost in each individual City. Cost split based on the Engineer's Estimate: 30% Falcon Heights, 70% Roseville.

5.3 Any Federal eligible project development, planning and design costs shall be shared equally by the Cities. These will include, but not be limited to, the services identified in Article 6 hereof, all costs related to obtaining all necessary permits and approvals for the Project, costs incurred in agreements, and any and all other costs associated with the Project.

5.4 Any non- Federal eligible costs for the project shall be paid for by the City in which the cost is incurred.

5.5 All invoices or requests for payment will be approved and paid by Roseville. Within 10 days of the end of each calendar month, Roseville shall provide a statement to Falcon Heights showing the prior month's activity, the invoices received, the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project, such as those in sections 2.3 hereof. Within 30 days of the receipt of that statement, Falcon Heights shall provide in writing a list and explanation of any amounts it disputes and pay the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process contained in Article 7 hereof.

5.6 If this Agreement is terminated for any reason, both cities shall nevertheless be liable for the payment of their cost share which is incurred up to the date of termination of this Agreement, or as a result of termination of this Agreement.

6. SERVICES TO BE PROVIDED BY ROSEVILLE

6.1 Roseville will provide qualified engineering employees to perform design and related technical services to the Project. These services include:

a) Complete design and feasibility studies;

b) Conduct public meetings, including informational meetings and meetings with each city council if necessary;

c) Prepare plans and specifications;

d) Manage contracts made for completion of the Project and for items outside the Project.

d) Supervise construction, including inspection of the work;

6.2 Compensation for Roseville employees shall be calculated consistent with the Joint Powers Agreement For The City Of Falcon Heights Part-Time Utilization Of City Of Roseville Engineering Employees.

6.3 Roseville may, at its discretion, contract with a qualified third party to conduct or complete any or all of these services.

7. DISPUTE RESOLUTION

7.1 If a dispute arises between the Cities regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.

7.2 If the Cites have not negotiated a resolution of the dispute within 30 days after this meeting, the Cities may jointly select a mediator to facilitate further discussion.

7.3 If a mediator is not used or if the Cities are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, the dispute shall be adjudicated in civil court.

8. GENERAL PROVISIONS

8.1 All notices under this agreement must be delivered personally or sent by first class mail addressed to:

If to Roseville: Bill Malinen
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

If to Falcon Heights Justin Miller
City of Falcon Heights
2770 Larpenteur Avenue
Falcon Heights, MN 55113

or addressed to such party at such other address as such party shall hereafter furnish by notice to the other party.

8.2 This Agreement may be amended only in writing, executed by the proper representatives of each city.

8.3 This Agreement must be interpreted under the laws of the State of Minnesota.

Date: ____________________________ CITY OF ROSEVILLE

By:___________________________________
Its Mayor

And:__________________________________
Its City Manager

Date: ____________________________ CITY OF FALCON HEIGHTS

By:___________________________________
Its Mayor

And:__________________________________
Its City Administrator

EXHIBIT A
THE PROJECT

The proposed work will include the construction of a pathway along Fairview Avenue between County Road B and Larpenteur Avenue. The striping of bike lanes between County Road B and Larpenteur Avenue. The striping of bike lanes along Larpenteur Avenue between Cleveland and Fairview Avenue.

Location	Limits	Improvement Description	Break out
Fairview Ave	Co Rd B-2 to Co Rd B	Construct continuous pathways on both sides of street.	Phase 2
Fairview Ave	County Rd B to Larpenteur Ave	Construct a off- street pathway (8 feet wide) on the east side of Fairview- upgrade signal system at both County Road B and Larpenteur.	Phase 1
Fairview Ave	County Rd B to Larpenteur	Stripe on-street bike lanes.	Phase 1
Larpenteur Ave	Fairview Ave to Cleveland Ave	Stripe on-street bike lanes- upgrade signal system at both Cleveland andGortner.	Phase 1
Larpenteur Ave	Gortner Ave to Cleveland Ave	Construct new sidewalk along the north side	Phase 2

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
Item No.: 7.t

Department Approval DB

City Manager Approval WJMalinen

Item Description: Adopt a Resolution to Accept the Work Completed, Authorize Final Payment of $29,478.83 and commence the One-Year Warranty Period on the West Snelling Drive Sidewalk Project.

BACKGROUND

On July 25, 2011 the City Council awarded the West Snelling Drive Sidewalk Project to O' Malley Construction, of Le Center, Minnesota. This project consisted of the construction of a sidewalk connecting County Road B to the sidewalk constructed as a part of the Sienna Green Public Improvement Contract. Work completed under the contract totaled $49,994.62. O' Malley Construction successfully completed the remaining work to be done on the project in August 2011.

POLICY OBJECTIVE

City policy requires that the following items be completed to finalize a construction contract:

- Certification from the City Engineer verifying that all of the work has been completed in accordance with plans and specifications.
- A resolution by the City Council accepting the contract and beginning the one-year warranty.

FINANCIAL IMPACTS

The final contract amount, $49,994.62, is $2,436.89 less than the awarded amount of $52,431.51. This represents a decrease in the contract of 4.6%. The cost decrease is the result of the actual quantities being less than the estimated. This project is proposed to be paid for using Metropolitan Council's Local Community Demonstration Account grant dollars.

STAFF RECOMMENDATION

The work that was completed was in accordance with project plans and specifications, staff recommends the City Council approve a resolution accepting the work completed as the West Snelling Drive Sidewalk Project and authorize final payment of $29,478.83.

REQUESTED COUNCIL ACTION

Approve the resolution accepting the work completed as West Snelling Drive Sidewalk Project, starting the one-year warranty and authorizing final payment of $29,478.83.

Prepared by: Debra Bloom, City Engineer

Attachments: A: Resolution
B: Certification from City Engineer

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 12th day of September, 2011, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

FINAL CONTRACT ACCEPTANCE
WEST SNELLING SERVICE DRIVE SIDEWALK PROJECT

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

WHEREAS, pursuant to a written contract signed with the City on July 25, 2011, for the West Snelling Service Drive Sidewalk Project, O'Malley Construction, of Le Center, Minnesota, has satisfactorily completed the improvements associated with this contract.

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

BE IT FURTHER RESOLVED: That the City Manager is hereby directed to issue a proper order for the final payment of such contract, taking the contractor's receipt in full; and

BE IT FURTHER RESOLVED: That the one year warranty period as specified in the contract shall commence on September 12, 2012.

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

WHEAREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 12^{th} day of September, 2011, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 12^{th} day of September, 2011.

____

William J. Malinen, City Manager

(SEAL)

ROSEVILLE

September 12, 2011

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE: West Snelling Drive Sidewalk Project
Contract Acceptance and Final Payment

Dear Council Members:

I have observed the work executed as a part of the West Snelling Drive Sidewalk Project. I find that this contract has been fully completed in all respects according to the plans, specifications, and the contract. I therefore recommend that final payment be made from the improvement fund to the contractors for the balance on the contract as follows:

Original Project amount (based on estimated quantities)	\$52,431.51
Final Contract Amount	\$49,994.62
Previous payments	\$20,515.79
Balance Due	\$29,478.83

The construction costs for this project have been funded as follows:

Metropolitan Council's Local Community Demonstration Account Grant Funds	\$49,994.62

Please let me know if you have any questions or concerns and would like more information.

Sincerely,

Debra M Bloom

Debra M. Bloom, P.E.
City Engineer
651-792-7042
deb.bloom@ci.roseville.mn.us

REQUEST FOR COUNCIL ACTION

Date: 09/12/11
Item No.: 7.g

Department Approval | City Manager Approval

Item Description: Adopt a Resolution Acknowledging the City's Intent to Issue Fire Station Capital Improvement Bonds

BACKGROUND

By previous action(s), the City Council has continued to move forward with the construction of a new fire station. In order to finance the construction, the Council is expected to formally authorize the issuance of capital improvement bonds in the coming months. However, the City is expected to incur significant project costs for construction management and architectural services prior to receiving any bond proceeds.

To ensure that these project costs can be internally repaid through a subsequent bond issue, the City needs to adopt a resolution declaring its intent to do so. The attached resolution was prepared by the City's Bond Counsel and upon its adoption the City will have satisfied the reimbursement requirement as prescribed by State Statute and IRS regulations.

POLICY OBJECTIVE

Adopting the attached resolution to fund the project as described above is required under State Statutes and IRS regulations.

FINANCIAL IMPACTS

Not applicable. Subsequent discussions regarding the financial impacts are expected to take place at a future Council meeting.

STAFF RECOMMENDATION

Staff recommends the Council approve the attached resolution declaring the City's intent to issue capital improvement bonds to reimburse itself for the costs associated with the construction of a new fire station.

REQUESTED COUNCIL ACTION

Motion to approve the attached resolution declaring the City's intent to issue capital improvement bonds to reimburse itself for the costs associated with the construction of a new fire station.

Prepared by: Chris Miller, Finance Director
Attachments: A: Resolution declaring the City's intent to issue capital improvement bonds.

RESOLUTION NO. ________

RESOLUTION ESTABLISHING PROCEDURES
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Council (the "Council") of the City of Roseville, Minnesota (the "City"), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the Finance Director to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted on September 12, 2011, by the City Council of the City of Roseville, Minnesota.

CERTIFICATION

The undersigned, being the duly qualified and acting Manager of the City of Roseville, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular meeting of the Council held on September 12, 2011.

The Council meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember _________________ moved the adoption of the Resolution, which motion was seconded by Councilmember ____________________. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Manager of the City of Roseville, Minnesota, on September 12, 2011.

____
William J. Malinen, City Manager
City of Roseville, Minnesota

EXHIBIT A
Declaration of Official Intent

The undersigned, being the duly appointed and acting Finance Director of the City of Roseville, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

- *Construction of a new Fire Station, with an expected project cost of $8 million.*

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that $8 million is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: September 12, 2011.

____
Christopher K. Miller, Finance Director
City of Roseville, Minnesota

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9-12-11
Item No.: 7.h

Department Approval

City Manager Approval

Item Description: Approve Cooperative Maintenance Agreement for Lake Bennett Public Fishing Pier

BACKGROUND

The Fishing Pier in Central Park Lake Bennett is a joint project with the Minnesota Department of Natural Resources (DNR) and is due for replacement.

Attached is an agreement between the DNR and the City of Roseville to remove and replace the Pier. The DNR will provide the materials and supplies for the project and the City will provide the labor to remove and replace the pier. The project is expected to begin September 14, 2011 and be completed by October 12, 2011

POLICY OBJECTIVE

This proposal is consistent with the policy of leveraging non-city resources for projects and the project is consistent with the Parks and Recreation System Master Plan.

BUDGET IMPLICATIONS

The anticpated labor cost to the City is $6,408.00.

The estimated cost of the pier materials and supplies contributed by the DNR is $30,800.00.

Based on the City's experience, there is anticipated to be minimal ongoing upkeep on the pier. The existing Parks and Recreation staff will perform the replacement work.

STAFF RECOMMENDATION

Based on the Parks and Recreation Master Plan, the policy of leveraging additional outside resources and the condition of the existing fishing pier, staff recommends the approval of the agreement with the DNR.

REQUESTED COUNCIL ACTION

Motion authorizing the Mayor and City Manager to sign the attached agreement with the DNR for the replacement of the fishing pier in Central Park.

Prepared by: Lonnie Brokke, Director
Attachments: A: Agreement
B: Map

LAKE BENNETT PUBLIC FISHING PIER
LAND USE, OPERATIONS AND MAINTENANCE COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF ROSEVILLE

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of Roseville hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public access sites on lakes and rivers where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the City and the State have determined this Fishing Pier improvement on the Lake Bennett is of high priority under the state public water access program; and

WHEREAS, the City owns land located within the area described as Section 11, Township 29, Range 23, Ramsey County, as shown on the attached map, **Exhibit A**, and

WHEREAS, the State is willing to construct a Fishing Pier to Lake Bennett; and

WHEREAS, the City will operate and maintain the Fishing Pier located on Lake Bennett, hereinafter referred to as "Facilities"; and

WHEREAS, a resolution or copy of the City council/board meeting minutes authorizing the City to enter into this agreement is attached hereto as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

a. The State will encumber funds for the facility through the standard internal purchasing process including, but not limited to, a separate requisition request.

b. The State shall provide technical expertise and equipment, when feasible, assistance with the removal of the old pier and installation of the new Fishing Pier. The State reserves the option to salvage and reuse sections or parts of the old pier.

c. The State will provide and install the appropriate signage for the site, which indicates that the City and the Department of Natural Resources cooperatively provided the Fishing Pier.

d. The State shall retain ownership of the Fishing Pier and retains the authority to relocate and/or remove the Fishing Pier if the Site is determined to be inadequate or if the City fails to comply with the terms of the Agreement. Before such removal or relocation, the State shall work with the City for a mutually agreed upon resolution.

e. The State shall assist the City with major structural repairs subject to the availability of funding according to the provisions of Article III.

f. The State reserves the right to inspect the premises at all times to insure that the City is in compliance with the terms of this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

a. The City shall be responsible for the removal, demolition and disposal of the existing Fishing Pier and for the installation of the new Fishing Pier structure. The city shall notify the State's representative as to when this activity will take place

b. The City will ensure that the existing concrete footing and approach connecting the gangway to shore and the accessible sidewalk/path connecting the Fishing Pier to an accessible parking space meets or exceeds the ADA requirements of a 5% gradient and 2% cross slope will be completed within one year of the effective date of this agreement.

c. The City shall comply with all local, state and federal laws, regulations, rules and ordinances, which may apply to the management, operation, and maintenance of said premises. The City shall obtain any permit or license which may be required for the Fishing Pier.

d. The Fishing Pier may only be used for fishing, observation and other compatible uses.

e. The Fishing Pier and related facilities shall be free and remain open every day during open water season in conjunction with the City's established hours for a facility of this type. The City may close the Fishing Pier for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within 48 hours of the closing of the Fishing Pier for emergency reasons or if the facility will remain closed longer than 24 hours.

f. Free and adequate parking within the vicinity of the Site will be provided for the Fishing Pier. The closest, prudent and most feasible location should be used for the designated accessible space which meets or exceeds ADA requirements.

g. The City shall provide police protection and patrols for the Fishing Pier in accordance with the City's established police department policies for a facility of this type.

h. The City shall maintain the facilities and keep them in good and sanitary order in accordance with the City's established practices for maintenance of City park facilities. Additionally, the City shall provide all necessary routine maintenance and minor repairs including, but not limited to, the repair or replacement of decking and railings.

i. The City shall take necessary action no earlier than October 15th of each year to protect the Fishing Pier from damage caused by ice action. If necessary, the City shall detach the gangway from shore, lift the anchor poles and move the Fishing Pier to a protected bay or other area where the pier is protected from ice push damage. Additionally, the City shall return the Fishing Pier to its original location, the Site, no later than May 1st of each year.

j. The City shall provide funding and related resources for the operation and maintenance of the facility. During the term of this agreement should the City fail to allocate the funding and related resources necessary to fulfill obligations under this agreement the City may terminate this agreement by providing thirty (30) days notice to the State.

III. FUNDING

The State shall provide funding for it's responsibilities under Article I (a) and (c) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will encumbered. However, the total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

a. *Effective Date:* **June 1, 2011**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.

b. *Expiration Date*: **May 31, 2036**, for a period of twenty five (25) years except as otherwise provided herein or agreed to in writing by both parties. In order to continue this agreement for up to an additional five (5) years, both parties shall agree to amend the above expiration date as stated in Article XI.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written notice. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State	The City
Minnesota Department of Natural Resources	City of Roseville
Division of Parks and Trails, Area 3B Supervisor	Parks and Recreation Department
1200 Warner Road	2660 Civic Center Drive
St. Paul, MN 55106	Roseville, MN 55113

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES	CITY OF ROSEVILLE
By: ______	By: ______
Title: ______	Title: ______
Date: ______	Date: ______

DEPARTMENT OF ADMINISTRATION Delegated to Materials Management Division	CITY OF ROSEVILLE
By: ______	By: ______
Title: ______	Title: ______
Date: ______ (Effective Date)	Date: ______

STATE ENCUMBERANCE VERIFICATION
Individual certifies that funds have been encumbered
as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: Laura Ochs

Date: May 24, 2011

Contract: B56443

Attachment B

Exhibit A
Bennett Lake Pier Location

0 100 200 300 400 Feet

N

ROSEVILLE

Prepared by:
Parks & Recreation Department
May 23, 2011

ROSEVILLE Parks & Recreation Department

Data Sources and Contacts:
* Ramsey County GIS Base Map (7/30/07)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

mapdoc: Bennett Lake Pier.mxd
map: Bennett Lake Pier.pdf

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
Item No.: 7.i

Department Approval: DB

City Manager Approval: WJMalinen

Item Description: Authorize Short Term Closure of Wheeler St. at Co. Rd. D

BACKGROUND

The City Council discussed a petition received from the Shorewood/Wheeler neighborhood asking the city to study the permanent closure of the north end of Wheeler St. between Shorewood Lane and County Road D at the May 23, 2011 council meeting. After hearing from concerned neighborhood residents on the potential traffic impacts from the Presbyterian Homes redevelopment project and other cut thru traffic that affects livability in the neighborhood, the Council gave direction to staff to study the closure of Wheeler St. at Co. Rd. D.

The PWET Commission is in the process of reviewing a draft policy for neighborhood traffic management which will guide these type requests in the future if adopted by the City Council. We anticipate reviewing the draft policy with the Council later this fall. Work on the Arden Hills project is to begin in September and the neighborhood is concerned about the possibility of additional traffic. Staff requested Arden Hills to consider requiring the project owner or their contractor place the short term closure on Wheeler St. We received a response that the owner rejected the request and the city could not require it at this point.

Staff will work with the neighborhood residents as to placement of the closure. Public Safety has indicated they do not have any concerns regarding the closure of Wheeler St. They requested it be communicated to dispatch staff once it is in place so emergency vehicles are routed appropriately. The closure will be placed in a manner which would allow bicycle and pedestrian traffic to use this street as a means to access Co. Rd. D.

POLICY OBJECTIVE

The Comprehensive Plan supports safe, livable neighborhoods and an efficient transportation system.

BUDGET IMPLICATIONS

Staff estimates the cost to place a short term closure of up to one year at $1500-$2000. Development of the Neighborhood Traffic Management Policy will include how infrastructure improvements to mitigate traffic concerns should be funded. The cost of the short term closure would be funded using street infrastructure funds.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the short term closure of Wheeler St. at Co Rd. D to allow staff to study the impact on other roads in the area. This issue would come back to the City Council at a future date with a recommendation after adoption and implementation of a neighborhood traffic management policy. The PWETC will be completing a review of a draft policy this fall.

REQUESTED COUNCIL ACTION

Authorize a short term closure of Wheeler St. at Co. Rd. D to prevent cut through construction traffic and further study of long term impacts of such closure.

Prepared by: Duane Schwartz, Public Works Director
Attachments: A. Location Map

Attachment A

Wheeler Street Short-Term Closure

ROSEVILLE
Prepared by:
Engineering Department
September 07, 2011

0 50 100 150 200 Feet

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/2011
Item No.: 7.j

Department Approval

P. Trudgeon

City Manager Approval

WJMalinen

Item Description: Approve Agreements for the use of LCDA and LHIA grants; Approve Mortgage and Subordination and Disbursement Agreements, and Assignments of the TIF and PUD Development Agreement and Note for the Sienna Green Phase II project.

BACKGROUND

As part of the upcoming loan closing and commencement of the Sienna Green Phase II project, there is a series of documents that need to be executed between the City, the new limited partnership, Sienna Green II, which will be AEON's ownership entity for the Phase 2 project, and with its lenders, U.S. Bank (for construction financing) and Minnesota Housing Finance Agency (for permanent financing). The documents are explained below.

<u>A. Documents Between the City and AEON/Sienna Green II Limited Partnership</u>

In 2009, the Metropolitan Council awarded the City of Roseville a grant on behalf of Aeon's Sienna Green Phase II—a $202,100 Livable Communities Demonstration Account (LCDA) grant for a pathway from the project north to County Road B built by the City and additional pathways on the development site and stormwater management improvements.

As the work is completed on the City-built trail to County Road B and Phase II of Sienna Green is slated to begin later this fall, it is now time to enter into a *Memorandum of Understanding (MOU) with Sienna Green II regarding the expenditure and reimbursement of the remaining LCDA* funds (minus the costs for constructing the trail to County Road B, which will be reimbursed directly to the City). [See Attachment A].

The MOU identifies $149,668 of the original LCDA grant as being tied to site improvements as part of the Sienna Green Phase II project. This MOU is similar to the documents that the City has entered into regarding the disbursement of Metropolitan Council grant dollars.

The City Attorney is also proposing to amend the already existing *MOU for the LHIA* grant received from the Metropolitan Council to add language identical to the LCDA MOU regarding the provision of information by Sienna Green II to the City for reporting requirements to Metropolitan Council. In addition, the City Attorney has drafted a document *Assigning the LCDA MOU* to Sienna Green II. (See Attachments B and C).

In order to maximize the tax credits available to this project and similar to what was done in 2009 as part of Phase 1 of the project, the developer is requesting that the City and the limited partnership enter into a mortgage agreement for the $449,668 in grant funds received from Metropolitan Council (LHIA

$300,000 and LCDA $149,668). If the funds are received as grant dollars by Sienna Green II, the IRS will lower the amount of tax credits received, thus creating a new gap. In addition, the developer's tax-credit investor views grants as a project negative as they are considered income into the project.

The *Note* that Sienna Green II would give the City is for the $449,688 with an estimated 3-percent annual interest rate. Principal and interest would be paid off at the end of a 30-year term. See Attachment D to review the Note.

The *Mortgage* describes the terms and conditions that are placed on the City loan. To review the loan agreement, see Attachment E.

Finally, the City Attorney has drafted a document that will *Assign the PUD Agreement to Sienna Green II*. See Attachment F to review the Assignment Agreement.

The *TIF Development Agreement Assignment* assigns the TIF Development Agreement between the City and AEON to Sienna Green II Limited Partnership, the actual entity that will own the second phase of Sienna Green. See Attachment G to review the Assignment Agreement.

Sienna Green II will be utilizing two funding sources for the project, US Bank for construction financing and the Minnesota Housing Finance Agency (MHFA) for permanent financing once the project is completed. As part of that arrangement, both U.S. Bank and MHFA will require additional documents that the City will need to be part of.

<u>U.S. Bank Documents</u>

Master Subordination Agreement- U.S. Bank has requested that the City agree to take a second position on the financing. See Attachment H to review the Master Subordination Agreement with U.S. Bank.

Master Disbursement Agreement - This agreement refers to the fund drawdown schedule agreed to in the Mortgage, which states Sienna Green's equity would first be disbursed, followed by the City (Met Council) funds, and finally the U.S. Bank funds. See Attachment I to review the Master Disbursement Agreement

Assignment of Development Agreement and Tax Increment Financing Note – In this agreement, Sienna Green II is assigning its rights under the TIF Development Agreement and TIF Note to U.S. Bank to secure its loan to Sienna Green and the City consents to the Assignment. See Attachment J to review the Assignment Agreement.

<u>MHFA Documents</u>

Alonge Endorsement to TIF Note – This legal document is attached to the TIF Note as evidence that the Note has been assigned to another entity. See Attachment K to review Alonge Endorsement.

Master Subordination Agreement- Similar to the U.S. Bank document, this agreement will have the City in second position on the permanent financing. See Attachment L to review the Master Subordination Agreement with MHFA.

Assignment of Development Agreement and Tax Increment Financing Note – Similar to the documents required by U.S. Bank, these documents will assign Sienna Green II's rights under the TIF Development Agreement and Note to MHFA, which serves as the permanent financing for the project, and the City consenting to this assignment See Attachment M and N to review Assignment Agreements.

All of these documents have been reviewed by the City Attorney and Bond Counsel (Mary Ippel of Briggs and Morgan) for the past couple of weeks and found to be the standard legal documents for a tax credit project.

POLICY OBJECTIVE

Partnering with Aeon is consistent with the housing goals and policies in the City's 2030 Comprehensive Plan, specifically partnering with government agencies and developers to provide affordable housing (Ch. 6, Policy 1.5).

FINANCIAL IMPACTS

The execution of all of these documents does not obligate the City to undertake any additional speding beyond what has already been committed to, namely the pass-through Met Council grant funds and TIF Assistance.

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the execution of the attached documents related to the Sienna Green Phase II project, subject to the final changes approved by the City Manager and City Attorney.

REQUESTED COUNCIL ACTION

By motion, enter into a Memorandum of Understanding with Sienna Green II for disbursement of LCDA grant funds and assign and amend the existing LHIA Memorandum of Understanding as indicated in Attachments B and C; approve the Mortgage and Promissory Note with Sienna Green II; and assign the TIF and PUD Development Agreement to Sienna Green Limited Partnership; and

By motion, approve entering into the Master Subordination Agreements with U.S. Bank and MHFA; the Master Disbursement Agreement with U.S. Bank, and the agreements to assign the TIF Development Agreement and TIF Note to U.S. Bank and MHFA; in substantially the form on file, subject to modification approved by the City Manager and the City's legal counsel.

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

Attachments:
- A: LCDA Memorandum of Understanding
- B. LHIA Memorandum of Understanding Amendment
- C. Assignment of LHIA MOU to Sienna Green II
- D. Promissory Note given by Sienna Green II Limited Partnership to the City (PB to send)
- E. Mortgage between the City and Sienna Green II Limited Partnership (PB to send)
- F. Assignment of PUD Agreement to Sienna Green II (Have)
- G. Assignment of TIF Development Agreement to Sienna Green II Limited Partnership
- H. Master Subordination Agreement with U.S. Bank
- I. Master Disbursement Agreement with U.S. Bank
- J. Assignment of TIF Development Agreement and TIF Note with U.S. Bank
- K. Alonge Endorsement to TIF Note with MHFA
- L. Assignment of TIF Development Agreement with MHFA
- M. Assignment of TIF Note to MHFA
- N. Master Subordination Agreement with MHFA

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ROSEVILLE, MINNESOTA
AND SIENNA GREEN II LIMITED PARTNERSHIP

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered into by and between the City of Roseville, "the City," and Sienna Green II Limited Partnership, "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 Livable Communities Program 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 Livable Communities Demonstration Account (LCDA) in the amount of $149,668 of the $202,100 to the Developer pursuant to the terms of the grant.
2. Complete design and installation of the off-site grant-funded improvements (pathway from the Sienna Green site to County Road B described in the grant application.)
    a. If upon completion the actual cost of the off-site, grant-funded improvements exceeds the $52,432 allocated for this project, the Developer shall pay the overage.
3. Prepare reimbursement request forms and provide all back up documentation as required by the Metropolitan Council for the off-site grant funded activities.
4. Review and submit all reimbursement requests completed for the Developer portion of the project to the Metropolitan Council.
5. Submit a request for a grant extension to the Metropolitan Council, if requested by the Developer.
6. Prepare required LCDA grant annual report, final report, and certificate of expenditures, pursuant to Metropolitan Council requirements for onsite grant funded activities for submittal by the City.
7. 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, which includes permanent pedestrian improvements, the design, engineering, and construction of a

stormwater management system and the design and engineering for grading, drainage and sidewalk as provided in the LCDA Grant Agreement.

2. Pay cost overages for the off-site, grant-funded improvements if the cost exceeds $52,432.
3. 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 LCDA grant.
4. Require contractors and subcontractors performing work covered by the LCDA 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.
5. Prepare payment request forms and provide all back up documentation as required by the Metropolitan Council for the onsite 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.
6. Be responsible for the completion of the project described in the grant application within the two-year grant period.
7. Submit a written explanation to the City if the grant funds for onsite improvements cannot be expended within the timeframe of the grant agreement.
8. If a grant extension is required, request a grant extension at least 100 days before the expiration of the grant agreement.
9. Provide necessary information to the City to complete the LCDA grant annual report, final report, and certificate of expenditures, pursuant to Metropolitan Council requirements for onsite grant funded activities for submittal by the City, as well as all other certificates, information, reports and documents which are necessary for the City to comply with the requirements of the LCDA grant.
10. 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.
11. 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.
12. 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 Sienna Green II Limited Partnership from participating in similar activities with other public or private agencies, organizations, and individuals.

3. COMMENCEMENT/EXPIRATION DATE. This instrument shall commence as of the date that the last party to sign this Agreement signs this Agreement and shall be effective until all obligations of the City under the Grant Agreement have been completed.

4. ASSIGNMENT. The Developer shall not assign this MOU or its rights or obligations hereunder without the prior written consent of the City.

5. REMEDIES. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

SIENNA GREEN II LIMITED PARTNERSHIP

By: **AEON**, a Minnesota non-profit corporation

Its Managing General Partner

By: ____________________________________
Alan Arthur, President

Date: __________________________________

CITY OF ROSEVILLE

By: __________________________________
Mayor

By: __________________________________
City Manager

Date: __________________________________

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

THIS AMENDED AND RESTATED MEMORANDUM ("Amended and Restated MOU") is hereby made and entered into by and between the City of Roseville, "the City," and Sienna Green II Limited Partnership, "the Developer."

WHEREAS, the City and Snelling Avenue, LLC, previously entered into a Memorandum of Understanding Between City of Roseville, Minnesota and Snelling Avenue, LLC ("Original MOU"); and

WHEREAS, all of the rights, duties and obligations of Snelling Avenue, LLC in the MOU have been assigned to the Developer; and

WHEREAS, the City of Developer desire to amend and restate the Original MOU by means of this Amended and Restated MOU, which shall constitute the complete MOU and shall supercede in all respects the provisions of the Original MOU;

NOW THEREFORE, for good and valuation consideration, the City and Developer hereby amend and restate the Original MOU in its entirety as follows:

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, as well as all other certificates, information, reports and documents which are necessary for the City to comply with the requirements of the LHIA grant.
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 shall commence as of the date that the last party to sign this Agreement signs this Agreement and shall be effective until all obligations of the City under the Grant Agreement have been completed.

4. ASSIGNMENT. The Developer shall not assign this MOU or its rights or obligations hereunder without the prior written consent of the City.

5. REMEDIES. 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

SIENNA GREEN II LIMITED PARTNERSHIP

By: **AEON**, a Minnesota non-profit corporation

Its Managing General Partner

By: ___________________________________

Alan Arthur, President

Date: _________________________________

CITY OF ROSEVILLE

By: _________________________________

Mayor

By: _________________________________

City Manager

Date: _________________________________

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

THIS AGREEMENT is entered into this **____** day of September, 2011 by **Snelling Avenue, LLC**, a Minnesota limited liability company ("Assignor"), and **Sienna Green II Limited Partnership**, a Minnesota limited partnership ("Assignee").

WHEREAS, the Assignor and the City of Roseville ("City") previously entered into a Memorandum of Understanding between City of Roseville, Minnesota and Snelling Avenue, LLC ("MOU"), which identifies the responsibilities of the City and the Assignor, as Developer, with regard to the implementation of a Grant ("Grant") awarded to the City by the Metropolitan Council through the Local Housing Incentives Account for the Sienna Green Phase 2 Project; and

WHEREAS, the Grant funds received by the City under the Grant are being loaned to the Assignee; and

WHEREAS, the Assignor desires to assign its rights, duties and obligations in the MOU to the Assignee, and the Assignee desires to take assignment of the Assignor's rights, duties and obligations in the MOU;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. Assignment. Assignor hereby assigns all of the Assignor's rights, duties and obligations in the MOU to the Assignee.

2. Assumption. Assignee hereby assumes all of the Assignor's rights, duties and obligations in the MOU.

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

ASSIGNOR:

Snelling Avenue, LLC, a Minnesota limited liability company

By: ____________________________________
Chief Manager

ASSIGNEE:

SIENNA GREEN II LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Aeon,
General Partner

By: ____________________________________
Alan Arthur, its President

CONSENT

The City of Roseville hereby consents to the foregoing assignment of the MOU by the Assignor to the Assignee.

CITY:

CITY OF ROSEVILLE, a Minnesota municipal corporation

By: ____________________________________
Mayor

By: ____________________________________
City Manager

$449,668
PROMISSORY NOTE
given by

SIENNA GREEN II LIMITED PARTNERSHIP,
a Minnesota limited partnership

to

THE CITY OF ROSEVILLE
a Minnesota municipal corporation

Dated: September ____, 2011 At: Minneapolis, Minnesota

FOR VALUE RECEIVED, the undersigned, **SIENNA GREEN II LIMITED PARTNERSHIP**, a Minnesota limited partnership (the "Borrower"), hereby promises to pay to the order of **THE CITY OF ROSEVILLE**, a Minnesota municipal corporation ("Holder") or at such other place as the Holder may, from time to time, designate in writing, the principal sum of Four Hundred Forty-Nine Thousand, Six Hundred Sixty-Eight and No/100 Dollars ($449,668.00) incurring simple interest at the annual rate of three percent (3%) (the "Loan"). The entire principal balance of the Note and interest accrued thereon are due and payable on December 15, 2042.

This Note is secured by, among other things, a Mortgage dated the date hereof from Borrower, as Borrower, to the Holder, as Holder (the "Mortgage"), on property owned by Borrower (the "Project"). This Note is issued pursuant to that certain LCDA Grant Agreement and that certain LHIA Grant Agreement, both between the Metropolitan Council and Holder and defined in the Mortgage. All of the agreements, conditions, covenants, provisions and stipulations contained in the Mortgage are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. Time is of the essence hereof. In the event of any default in the payment of any principal or other indebtedness due hereunder, or if the Borrower defaults on any of its other obligations under this Note or under the Mortgage, the Holder may, at its right and option, declare immediately due and payable the principal balance of this Note, together with any attorneys fees incurred by the Holder in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Note, including any Mortgage. The Holder may extend the time of payment of principal of this Note without notice to or consent of any party liable hereon and without releasing such party.

The Borrower and any guarantor, surety or endorser hereby waives demand, presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and diligence in collection and agree that without any notice the Holder hereof may take and/or release additional security herefor or the Holder hereof may, from time to time, release any part or parts of security interests from Borrower in favor of Holder with or without consideration and that in any such case the Borrower and any guarantor, surety or endorser shall remain liable to pay the unpaid balance of the indebtedness evidenced hereby as so additionally secured, extended, renewed or modified and notwithstanding any such release.

The remedies of the Holder, as provided herein and in any document securing this Note shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall occur. The Holder may, in its discretion, waive any default hereunder and its consequences and rescind any declaration of acceleration of principal; provided, however, that no action or inaction by the Holder shall be deemed a waiver of any of the Holder's rights or remedies unless the Holder specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No delay in exercising and no failure in exercising any right or remedy hereunder or afforded by law shall be a waiver of or preclude the exercise of any right or remedy hereunder or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed as a waiver of any default or acquiescence therein. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

In the event of any default hereunder the Borrower agrees to pay the costs of collection including reasonable attorneys' fees.

This Note may be prepaid in whole or in part without penalty, except as otherwise stated below.

The obligations of the Borrower hereunder are unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Holder or any governmental body or other person.

If the Minnesota Housing Finance Agency ("MHFA") holds a mortgage on the Project, prepayments may be made only with the prior consent of MHFA and any unauthorized prepayments shall be held in trust for the Project and shall, upon MHFA's request, be deposited with MHFA or its designee.

The Holder shall not foreclose on the Mortgage securing this Note without the prior written approval of the MHFA if there is a mortgage held by MHFA on the Project.

No payments may be made under this Note so long as any of the loans senior to the Mortgage securing this note remain outstanding.

The Loan is a non-recourse obligation of the Borrower. Neither the Borrower nor any of its general or limited partners, nor any other party, shall have any personal liability for repayment of the Loan. The sole recourse of Holder for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

This Note may not be sold, transferred, assigned or pledged without the prior written approval of the limited partner of the Borrower and, if there is a mortgage held by MHFA on the Project, the MHFA.

This Note may not be amended without the express written consent of MHFA or any successor holder of the MHFA mortgage on the Project if there is a mortgage held by the MHFA or the successor holder of the MHFA mortgage on the Project.

This Note shall be governed by and construed in accordance with the laws of the State of Minnesota.

If any of the terms of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each of the terms of this Note shall be valid and enforceable to the fullest extent permitted by law.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

[Signature Page Follows]

fb.us.7250689.02

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed by its authorized representative, all on the date and year first above written.

BORROWER:

SIENNA GREEN II LIMITED PARTNERSHIP

By: Aeon, a Minnesota non-profit corporation
Its Managing General Partner

____
Alan Arthur, President

MORTGAGE
($449,668.00 LCDA/LHIA Loan)

THIS MORTGAGE IS EXEMPT FROM MORTGAGE REGISTRATION TAX PURSUANT TO MINN STAT SECTION 287.04 (f) BECAUSE THIS MORTGAGE WAS MADE UNDER THE MORTGAGEE'S LOW AND MODERATE INCOME OR OTHER AFFORDABLE HOUSING PROGRAM THAT PROVIDES FOR LOANS THAT MEET THE INCOME LIMITS AND SALES PRICE LIMITS AS DETERMINED UNDER FEDERAL AND STATE LAW.

THIS MORTGAGE is made this **____** day of September, 2011 by and between **SIENNA GREEN II LIMITED PARTNERSHIP**, a Minnesota limited partnership (the "Mortgagor") in favor of **THE CITY OF ROSEVILLE**, a Minnesota municipal corporation (the "Mortgagee").

WHEREAS, Mortgagor and Mortgagee entered into that certain Promissory Note dated as of the same date as this Mortgage (the "Note"), pursuant to which Mortgagee has granted, or committed to grant, Mortgagor a loan in the amount of Four Hundred Forty-Nine Thousand Six Hundred Sixty-Eight and No/100 Dollars ($449,668.00) (the "Loan"); and

WHEREAS, pursuant to the Note, the entire indebtedness of Mortgagor to Mortgagee of the Loan is due and payable in full on December 15, 2042; and

WHEREAS, this Mortgage is given to secure repayment of all amounts due by Mortgagor to Mortgagee under the Note, as well as other amounts due by Mortgagor to Mortgagee under the terms of this Mortgage.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee the following real property in Ramsey County, Minnesota (the "Premises") legally described on Exhibit A attached hereto and incorporated herein to have and to hold the same, together with all the hereditaments and appurtenances thereto belonging or in anywhere appertaining, forever.

PROVIDED NEVERTHELESS that if Mortgagor, or Mortgagor's successors or permitted assigns, shall (i) pay, or cause to be paid, to Mortgagee the principal amount of the Loan heretofore and hereafter advanced by Mortgagee to Mortgagor under the Note; (ii) pay all taxes and special assessments that are now or may be hereafter levied and assessed on and against the Premises as they shall be due and before they become delinquent; (iii) keep the improvements on the Premises continuously insured as hereinafter provided; (iv) pay the principal and interest installments on any prior mortgage or mortgages as the same or any part thereof become due; and (v) keep and perform each and every covenant herein, then this Mortgage shall be null and void; otherwise it shall be and remain in full force and effect.

MORTGAGOR WARRANTS AND COVENANTS to and with Mortgagee as follows:

1. Mortgagor is lawfully seized in fee simple of the Premises and has good right to sell and convey the same. The Premises are free from all liens and encumbrances, except any prior mortgage or mortgages of record and other matters listed in the Mortgagor's title policy. Mortgagor shall warrant and defend the title of the Premises against all lawful claims except such prior mortgage or mortgages of record. The foregoing covenants and warranties shall survive foreclosure of this Mortgage and shall run with the land.

2 Mortgagor shall comply with and perform all of the Mortgagor's obligations under any mortgage or mortgages on the Premises which have priority over this Mortgage, including the Mortgagor's obligation to pay the principal, interest and all other indebtedness as same become due.

3. Mortgagor shall procure at Mortgagor's own expense fire and extended coverage insurance on the improvements on the Premises, payable in case of loss to Mortgagee, its successors and assigns, as its interest may appear, such insurance to be written by a reliable insurance company approved by Mortgagee in an amount at least equal to the full insurable value of such improvements.

4. Mortgagor shall pay all taxes and special assessments now and hereafter levied and assessed on the Premises before the same become delinquent.

5. Mortgagor shall keep the Premises in good repair, shall not remove the improvements from the Premises, and shall not commit waste or permit impairment or deterioration of the Premises.

6. Mortgagor shall comply with and perform all of the Mortgagor's obligations under this Mortgage and the Note.

7. In the case of failure of Mortgagor to pay such taxes or special assessments or to keep said improvements insured as provided herein, or to pay the principal or interest (if any) on the prior mortgage or mortgages on the Premises, Mortgagee may at its option pay and discharge such taxes and assessments, effect such insurance on said improvements and pay the premiums thereon and pay the principal and interest (if any) that become due and remain unpaid on the prior mortgage or mortgages on the Premises, and the sum or sums that may be so paid by Mortgagee shall bear interest from the time of such payment at the rate of 8% per annum or the highest rate allowed by law, whichever is lower, and shall be deemed and is hereby declared to be an additional lien upon the Premises in the amount that shall be so paid, with interest thereon, as aforesaid, and shall be added to and be collectable as part of and in the same manner as the original debt which this Mortgage is given to secure.

8. The Mortgagor shall not sell, assign, convey or otherwise transfer (whether by deed, contract for deed, lease or otherwise) of the Premises, except for leases for one year or less and except for the limited partnership interests in the Mortgagor and otherwise provided for in the Mortgage Loan Rider attached hereto as <u>Exhibit B</u> and incorporated herein.

9. The following shall be Events of Default by Mortgagor:

a) The failure to pay the indebtedness hereby secured or the interest (if any) thereon, as it becomes due;

b) The failure to pay any installment of the principal or interest (if any) on any prior or senior mortgage or mortgages on the Premises, as the same becomes due;

c) The failure to pay, when due, the taxes or special assessments on the Premises;

d) The failure to keep the improvements on the Premises insured as herein provided;

e) The failure to keep and perform any of the covenants and agreements herein contained to be kept and performed by Mortgagor;

f) The sale, assignment, conveyance or other transfer (whether by deed, contract for deed, lease or otherwise) of the Premises, except for leases for one year or less and except for transfer of limited partnership interests in the Mortgagor and otherwise provided for in the Mortgage Loan Rider attached hereto as Exhibit B and incorporated herein; or

g) The failure to comply with and perform all of the requirements of the LCDA and LHIA Grant Agreements (as defined below) which results in the Mortgagee being obligated to indemnify or repay all or any portion of the LCDA or LHIA grant funds to the Metropolitan Council.

Upon the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers Mortgagee to declare the entire indebtedness hereby secured to be immediately due and payable, at Mortgagee's option, and to enforce the payment thereof and to foreclose this Mortgage by judicial proceedings or by sale of the Premises at public auction and convey the same to the purchaser in fee simple, pursuant to the statutes of the State of Minnesota, and out of the monies arising from said sale to retain (i) the principal which shall then be due on the indebtedness secured hereby, and interest, if any, accrued thereon, (ii) an amount equal to all taxes and special assessments paid by Mortgagee upon the Premises, or then levied and unpaid, (iii) any sum paid by Mortgagee for principal or interest on any prior mortgage or mortgages on the Premises, (iv) an amount equal to any insurance premiums paid by Mortgagee upon the Premises, (v) any other amounts payable by the Mortgagee to the Metropolitan Council as a result of the failure of the Mortgagor to comply with and perform all of the requirements of the LCDA and LHIA Grant Agreements, and (vi) costs and disbursements of such foreclosure, including statutory attorney's fees; and to pay the surplus, if any, to Mortgagor. In the event of any default hereunder the Mortgagor agrees to pay the costs of collection including reasonable attorneys' fees.

10. So long as this Mortgage and the Note evidencing the indebtedness secured hereby are held by Mortgagee, Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Premises on the basis of race, color, religion, or sex.

11. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may

be exercised singularly or serially (in any order) or concurrently, and as often as the occasion therefore arises.

12. Mortgagee may at any time and from time to time, without notice, release any person liable for the payment of any indebtedness under the Note, extend the time or agree to alter the terms of payment of any indebtedness, release any property securing any indebtedness, consent to the creation of any easement on the Premises, or agree to alter or amend the terms of this Mortgage in any way, all without in any way affecting the liability of any person (other than the person so released, if any) or the validity or priority of this Mortgage (except as it covers property so released, if any).

13. The covenants and agreements contained in this Mortgage shall bind, and the rights conferred hereby shall inure to, the respective, legal representatives, successors and assigns of Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, and the plural the singular. All covenants and agreements of Mortgagor shall be joint and several.

14. Mortgagee shall furnish to Mortgagor a conformed and fully completed copy of the Note and this Mortgage at the time that this Mortgage is executed or at a reasonable time after this Mortgage is recorded.

15. The Mortgagee, for itself and its successors and assigns, covenants and agrees that it will not commence procedures to foreclose on this Mortgage without the prior written consent of the Minnesota Housing Finance Agency, or its successors and assigns ("MHFA") if there is a mortgage held by MHFA on the Project

    So long as MHFA is the holder of a mortgage on the Project:

    (a) This Mortgage may not be amended without the prior written consent of MHFA; and

    (b) This Mortgage may not be sold, transferred, assigned, or pledged without the prior written consent of MHFA.

16. The Loan is a non-recourse obligation of the Mortgagor. Neither Mortgagor nor any of its general or limited partners, nor any other party, shall have any personal liability for repayment of the Loan. The sole recourse of Mortgagee for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.

17. Except for willful or negligent misrepresentation, misconduct or negligence of the Indemnified Parties (as hereafter defined), and except for any breach by any of the Indemnified Parties of their obligations under this Mortgage or the Note, the Mortgagor agrees to protect and defend the Mortgagee and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties"), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Mortgage, the Note, or the transactions contemplated hereby or the acquisition, construction, improvement, ownership, and operation of the Premises.

18. Mortgagee has been awarded a $202,100 LCDA grant of which $149,668 is to be loaned to the Mortgagor and a $300,000 LHIA grant from the Metropolitan Council pursuant to a certain LCDA Grant Agreement between Mortgagee and the Metropolitan Council dated

July 29, 2010 (the "LCDA Grant Agreement") and a certain LHIA Grant Agreement between Mortgagee and the Metropolitan Council dated July 5, 2011 (the "LHIA Grant Agreement"), and has agreed to loan such funds to finance certain costs of the Mortgagor's development of the Premises. Mortgagee is loaning the funds, totaling $449,668 (the "LCDA/LHIA Loan") to Mortgagor pursuant to this Mortgage and the Note subject to the following conditions:

(a) The LCDA funds can be used to finance only permanent pedestrian improvements, and the design, engineering, grading and construction of the stormwater management system, and design and engineering for grading, drainage and sidewalk as provided in the LCDA Grant Agreement and any other costs approved by the Metropolitan Council and the Mortgagee;

(b) The LHIA funds can be used to finance only eligible construction costs of the 50 unit building, as defined in the LHIA Grant Agreement; and

(c) LCDA/LHIA Loan funds may only be drawn down upon the Mortgagee's receipt of documentation demonstrating that the work for which the funds are being requested has been completed.

The Mortgagor shall comply with the foregoing and all other requirements of the LCDA and LHIA Grant Agreements and if it fails to do so and the Mortgagee is obligated to repay all or any portion of the LCDA/LHIA grant funds to the Metropolitan Council the Mortgagor shall be liable to and shall pay to the Mortgagee the amount required to be repaid. The Mortgagor shall provide the Mortgagee all reports, certificates, information and documents which are necessary for the Mortgagee to comply with its obligations under the LCDA and LHIA Grant Agreements.

19. Mortgagor will permit Mortgagee and its agents to enter and to authorize others to enter upon any or all of the Premises, or inspect Mortgagor's records regarding the Premises at reasonable times, to perform or observe any covenants, conditions, or terms which Mortgagor shall fail to perform, meet or comply with and which Mortgagee is authorized to perform under the terms of this Mortgage, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession under Mortgagor.

[Signature page follows]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

MORTGAGOR

SIENNA GREEN II LIMITED PARTNERSHIP

By: **Aeon**, a Minnesota non-profit corporation
Its Managing General Partner

By: ______________________________________
Alan Arthur, President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of September, 2011 by Alan Arthur, the President of Aeon, a Minnesota non-profit corporation, the Managing General Partner of Sienna Green II Limited Partnership, a Minnesota limited partnership on behalf of the limited partnership.

____
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT (TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY:

Faegre & Benson LLP (PJB)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Phone: (612) 766-7000

EXHIBIT A

LEGAL DESCRIPTION

SIENNA GREEN II LIMITED PARTNERSHIP

Lot 1, Block 1 Sienna Green 2nd Addition, Ramsey County, Minnesota

EXHIBIT B TO MORTGAGE
MORTGAGE LOAN RIDER

THIS RIDER is attached to and made a part of the Promissory Note and the Mortgage or other document(s) evidencing, securing and governing a loan in the amount of Four Hundred Forty-Nine Thousand Six Hundred Sixty-Eight and No/100 Dollars ($449,668.00) (the "Loan") made by **THE CITY OF ROSEVILLE**, a Minnesota municipal corporation ("**Mortgagee**") to **SIENNA GREEN II LIMITED PARTNERSHIP** ("Mortgagor") for certain costs involved in the construction of fifty (50) units of affordable housing for families to be located in Roseville, Minnesota (the "Project"). The form of this Rider has been designed for use whether Mortgagor is a limited partnership, a land trust of which a limited partnership is the beneficiary, or otherwise. Accordingly, the Mortgagor, whether or not identified as Mortgagor, is sometimes referred to herein as the "Partnership". The Amended and Restated Limited Partnership Agreement continuing the Partnership is referred to herein as the "Partnership Agreement".

The parties hereto agree that the following covenants, terms and conditions shall be part of and shall modify or supplement each of the documents evidencing, securing, or governing the disbursement of the Loan (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms and conditions shall control and prevail:

1. **Partner Change**. Any assignment of either the limited partner's or a general partner's interest in the Partnership shall not constitute a default under any of the Loan Documents, nor require the consent of the Mortgagee.

2. **Monetary Default**. If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Mortgagee shall give Mortgagor written notice of such default at the address provided by the Mortgagor as indicated in the Loan Documents. Mortgagor shall have a period of ten (10) days after such notice is given within which to cure the default prior to exercise of remedies by Mortgagee under the Loan Documents, or such longer period of time as may be specified in the Loan Documents.

3. **Non-Monetary Default**. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Mortgagee shall give Mortgagor written notice of such default at the address provided by the Mortgagor as indicated in the Loan Documents. If the default is reasonably capable of being cured within thirty (30) days, Mortgagor shall have such period to effect a cure prior to exercise of remedies by Mortgagee under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Mortgagor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Mortgagor shall have such additional time as is agreed to in writing by the Mortgagee and Mortgagor to cure the default prior to exercise of any remedies by the Mortgagee. If Mortgagor fails to take corrective action or to cure the default within a time agreed to in

writing by the Mortgagee and the Mortgagor, Mortgagee shall give Mortgagor and each of the general and limited partners of the Partnership written notice thereof. In no event shall Mortgagee be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Loan Documents.

4. **Casualty, Condemnation, Etc.** In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Mortgagor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the Mortgagee for repayment of the remaining balance of the Loan.

5. **Force Majeure**. There shall be no default for construction delays beyond the reasonable control of Mortgagor, provided that such delays do not exceed one hundred eighty (180) days, or such longer period of time as may be specified in the Loan Documents.

6. **Purchase Rights**. The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement, if any, shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. Any requisite consent of the Mortgagee to (a) the exercise of said purchase option and right of first refusal agreement by the project sponsor identified therein, and to (b) the assumption without penalty of Loan obligations by the project sponsor and the release of Mortgagor from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Loan.

7. **Lender Approvals, Etc.** In any approval, consent, or other determination by the Mortgagee required under any of the Loan Documents, Mortgagee shall act reasonably and in good faith.

8. **Subordination**. The Mortgagee acknowledges that Mortgagor intends to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. The Mortgagee agrees to subordinate the Loan and Mortgagee's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said

extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made.

9. **Prohibition of Sale**. The Mortgagee shall not (a) sell, assign, transfer, or convey any such indebtedness (or any interest therein) to Federal National Mortgage Association ("Fannie Mae"), or (b) include such indebtedness (or any interest therein) in a pool of loans to be sold, assigned, transferred, or conveyed to Fannie Mae, without the Mortgagor's prior written consent.

10. **Limited Partner Notice and Cure Rights**. Upon any default under the Loan Documents, Mortgagee shall give to the Mortgagor's limited partner the same notice and cure rights as the Mortgagor. Notices to the Mortgagor's limited partner shall be sent to the following address, until otherwise notified in writing by the limited partner.

U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
Attn.: Director of LIHTC Asset Management
Phone: (314) 335-2600
Fax: (314) 335-2601

ASSIGNMENT AND ASSUMPTION OF
PLANNED UNIT DEVELOPMENT AGREEMENT AND
FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR PLANNED UNIT DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT ("Assignment") is made as of this ___ day of September, 2011, by and between **AEON**, a Minnesota nonprofit corporation ("Aeon") and **SIENNA GREEN II LIMITED PARTNERSHIP**, a Minnesota limited partnership (the "Partnership").

RECITALS:

A. Aeon and the City of Roseville (the "City") are parties to that certain City of Roseville, Ramsey County, Minnesota, Planned Unit Development Agreement, June 8, 2009 (PF07-068) (the "Contract") approved by the Roseville City Council on June 8, 2009, the applicable terms of which are incorporated herein by this reference.

B. The Contract contemplated certain development which included the rehabilitation of existing rental properties and the construction of a new 4-story, 50-unit apartment building (the "Project") to be completed by Aeon on land legally described as Lots 1 and 2, Block 1, Sienna Green Addition, Ramsey County, Minnesota (the "Land").

C. The rehabilitation of the existing rental properties ("Phase I") was completed in November 2010.

D. Following completion of Phase I, the proposed layout for the construction of the new 4-story, 50 unit apartment building ("Phase II) was revised and additional land was acquired to increase the size of the parcel for the Phase II portion of the Project thereby requiring an amendment to the Contract approved by the Roseville City Council.

E. On April 25, 2011, the Roseville City Council approved the First Amendment to the Planned Unit Development Agreement #1382 (the "Contract Amendment"), the applicable terms of which are incorporated herein by this reference.

F. The Partnership intends to purchase the portion of the Land legally described as Lot 1, Block 1, Sienna Green 2nd Addition, Ramsey County, Minnesota (the "Phase II Land"), and to complete the Phase II portion of the Project on the Phase II Land.

G. Aeon intends by this Assignment to assign its rights in the Contract and Contract Amendment related to Phase II of the Project, and the Partnership intends by this Assignment to accept such assignment and to assume certain obligations of Aeon under the Contract and Contract Amendment as they relate to Phase II, all in accordance with the terms of the Contract and Contract Amendment and this Assignment.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Aeon and the Partnership hereby agree as follows:

1. Recitals Incorporated. The recitals listed above are incorporated as if set forth herein.

2. Assignment and Assumption of Rights Related to Phase II. Aeon hereby assigns its rights and obligations under the Contract and Contract Amendment related to Phase II of the Project to the Partnership, and the Partnership hereby accepts such assignment and assumes and agrees to perform the rights and obligations related to Phase II of the Project in the manner contemplated by the Contract and Contract Amendment. Aeon shall retain the obligations of the Contract and Contract Amendment that relate to the remainder of Project.

3. Governing Law. This Assignment shall be construed and enforced according to and governed by the laws of the State of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the date first above written.

SIENNA GREEN II LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Aeon
Its: Managing General Partner

By: ________________________________
Alan Arthur, its President

AEON, a Minnesota nonprofit corporation

By: ________________________________
Alan Arthur, its President

CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT FOR PLANNED UNIT DEVELOPMENT AND FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT

The City of Roseville hereby consents to the attached Assignment and Assumption of Contract for Planned Unit Development and First Amendment to the Planned Unit Development between Aeon and Sienna Green II Limited Partnership.

THE CITY OF ROSEVILLE, a municipal corporation under the laws of the State of Minnesota

By: ____________________________________
Its ___________________________________

9/1/11

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS AGREEMENT, entered into this **____** day of September, 2011 by **AEON**, a Minnesota non-profit corporation ("Assignor"), **SIENNA GREEN II LIMITED PARTNERSHIP**, a Minnesota limited partnership ("Assignee") and **CITY OF ROSEVILLE** (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota.

WHEREAS, Assignor and the City entered into a Development Agreement (the "Development Agreement") with respect to Lot 1, Block 1, Sienna Green Addition and Lot 1, Block 1, Sienna Green 2nd Addition (the "TIF Property"); and

WHEREAS, the Development Agreement governs the development of the portion of the Property described as Lot 1, Block 1, Sienna Green 2nd Addition (the "Project Property"); and

WHEREAS, Assignee has purchased the Project Property; and

WHEREAS, Assignee is a limited partnership, whose partners are Assignor, Snelling Avenue, LLC and U.S. Bancorp Community Development Corporation (the "Limited Partner");

WHEREAS, Assignor desires to assign its rights, duties and obligations in the Development Agreement to Assignee; and

WHEREAS, the Limited Partner has requested notice and cure rights under the Development Agreement; and

WHEREAS, Section 5.9 of the Development Agreement contemplates the assignment of the Development Agreement in connection with such transfer of the Project Property; and

WHEREAS, in connection with the financing of the Project (as defined in the Development Agreement), Assignee will collaterally assign its interest in the Development Agreement and TIF Note as defined therein, first to U.S. Bank, National Association, as construction lender, and then to the Minnesota Housing Finance Agency, whose loan will refinance the U.S. Bank construction loan;

NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. Assignment. Assignor assigns all right, duties and obligations in the Development Agreement to the Assignee.

2. Assumption. Assignee assumes all rights, duties and obligations of Assignor in the Development Agreement.

3. Limited Partner Notice and Cure Rights. Upon any Event of Default under the Development Agreement, the City shall give to the Limited Partner the same notice and cure rights as the Assignee. Notices to the Limited Partner shall be sent to the following address, until otherwise notified in writing by the Limited Partner.

U.S. Bancorp Community Development Corporation
1307 Washington Avenue, Suite 300
Mail Code: SL MO RMCD
St. Louis, MO 63103
Attn.: Director of LIHTC Asset Management

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

ASSIGNOR:

AEON, a Minnesota non-profit corporation

By: ______________________________________

Its: ________________________________

STATE OF MINNESOTA)
) ss.
COUNTY OF ____________)

This instrument was acknowledged before me on the _____ day of ____________, 2011, by __________________, the President of Aeon, a Minnesota nonprofit corporation, on behalf of the corporation.

____
Notary Public

ASSIGNEE:

SIENNA GREEN II LIMITED PARTNERSHIP, a Minnesota limited partnership

By: Aeon,
General Partner

By: ____
Alan Arthur, its President

STATE OF MINNESOTA)
) ss.
COUNTY OF ____________)

This instrument was acknowledged before me on the _____ day of ____________, 2011, by Alan Arthur, the President of Aeon, a Minnesota non-profit corporation, as General Partner of Sienna Green II Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

____
Notary Public

CITY:

CITY OF ROSEVILLE, a Minnesota municipal corporation

By: ____
its Mayor

And by: ____________________________________
its City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ____________)

This instrument was acknowledged before me on the _____ day of ____________, 2011, by ____________________ and ___________________, the Mayor and City Manager, respectively, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

____
Notary Public

FOR USE BY FILING OFFICER ONLY

MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

THIS AGREEMENT shall have an effective date of the **____** day of September, 2011, and is made and entered into by and among **SIENNA GREEN II LIMITED PARTNERSHIP**, a Minnesota limited partnership (the "**Developer**"), the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (the "**City**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("**U.S. Bank**").

WITNESSETH:

WHEREAS, the Developer has applied for and obtained certain loans from the other parties hereto and will use the proceeds of such loans and additional equity to fund the acquisition and construction of a multifamily housing development known as Sienna Green II (the "**Development**") located in the City of Roseville, County of Ramsey, State of Minnesota, and legally described in **Exhibit A** attached hereto (the "**Property**");

WHEREAS, the following is a listing and description of the loans that the Developer has obtained from the other parties hereto (collectively, the "**Loans**"), which will be used to fund the acquisition and construction of the Development and the repayment of which will be secured by liens on the Property, and a listing of the documents that evidence and secure the repayment of such loans (collectively, the "**Loan Documents**"):

Description of Loan	Amount of Loan	Loan Documents Evidencing and Securing Repayment
A loan from City using funds obtained from the Metropolitan Council's LCDA and LHIA programs (the "**City Loan**")	$449,668	Those documents set forth in **Exhibit B** attached hereto.
A loan from U.S. Bank ("**U.S. Bank Loan**")	$8,641,232	Those documents set forth in **Exhibit C** attached hereto;

WHEREAS, it is intended that the Loans, the corresponding Loan Documents, and other documents referred to herein and the liens created thereby shall have a certain order of priority; and

WHEREAS, it is further intended that the parties hereto wish to specify how the terms and conditions contained in the Loan Documents shall be interpreted in the event of a conflict or inconsistency therein.

NOW, THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, and in further consideration of the parties hereto making and entering into the Loans, the parties hereto agree as follows:

1. **Definitions.** For the purposes of this Agreement, the definitions set forth above shall be incorporated into this Section 1 by reference. The following terms shall have the meanings set out respectively after each such term, and such meaning shall be equally applicable to both the singular and plural forms of the term defined:

(a) "**City Loan Documents**" **–** Those documents listed on **Exhibit B** attached hereto and incorporated herein by reference, which evidence and secure repayment of the City Loan.

(b) "**U.S. Bank Loan Documents –** Those documents listed on **Exhibit C** attached hereto and incorporated herein by reference, which evidence and secure repayment of the U.S. Bank Loan.

2. **Consent to Loans, Liens and Encumbrances.** The parties hereto consent and agree to all of the Loans and further agree that all of the liens and/or encumbrances created by the Loan Documents shall be deemed to be permitted encumbrances under their respective Loan Documents, subject to the terms of this Agreement. The parties hereto further agree to execute any and all documents that any party hereto may reasonably request in order to document that

such liens and/or encumbrances are permitted encumbrances under their respective Loan Documents, subject to the terms of this Agreement.

3. **Use of Documents.** The parties hereto agree and consent to the use of the Loan Documents set forth in the Exhibits attached hereto in conjunction with the Loan referenced in each Exhibit.

In addition, each party hereto, as to the Loan Documents that correspond to its Loan, does hereby covenant, warrant, consent and agree that (i) the described Loan Documents are all of the documents that the party has entered into regarding the corresponding Loan, (ii) there are no documents relating to such Loan other than the described Loan Documents for such Loan, (iii) it will not enter into any other document for such Loan that would adversely impact any other party or parties hereto without the prior written consent of such party or parties, (iv) any existing document or documents that may come into existence in the future to which a party hereto is or becomes a party or from which a party hereto obtains a benefit that is different from the benefits that the other parties hereto have received or will receive, and that is not listed in the Loan Documents set forth herein for such Loan, shall be of no force or effect until approved and consented to in writing by all of the parties hereto upon which such document has, or will have, an adverse effect, and upon such written approval, such document(s) shall be automatically considered to be included in the Exhibit hereto setting forth the Loan Documents for such Loan. The other parties hereto shall execute any document that may reasonably be requested in order to include such document in such Exhibit.

Notwithstanding the foregoing provisions of this Section 3, the U.S. Bank Loan Documents may be amended by the Developer and U.S. Bank without the prior written consent of the City if the proposed amendments would not have a material adverse impact on the City, provided the Developer shall deliver copies of all amendments of the amended U.S. Bank Loan Documents to the City. Amendments that would materially adversely impact the City may only be entered into with the consent of the City. An increase in the principal amount or an extension of the term of the U.S. Bank Loan shall be considered to be a "material adverse impact" on the City. If U.S. Bank requests in writing the consent of the City it will respond to U.S. Bank within thirty (30) days.

4. **Subordination of Loans and Loan Documents.** Except as specifically provided below, each party hereto agrees to the following priority for the provisions contained in the Loan Documents and any and all liens and/or encumbrances created thereby and subordinates its respective Loan Documents and liens and/or encumbrances created thereby to those Loan

Documents and liens and/or encumbrances that are listed as having a priority over its Loan Documents and liens and/or encumbrances created thereby:

Loan Documents and Liens and/or Encumbrances Created Thereby	Party to the Loan Documents and Holder of Liens and/or Encumbrances Created Thereby	Order of Priority
U.S. Bank Loan Documents	U.S. Bank	First
City Loan Documents	City	Second

The parties hereto acknowledge that the Development is intended to receive the benefits of Low Income Housing Tax Credits (the "**Credits**") pursuant to Section 42 of the Internal Revenue Code ("**Section 42**") and that it is a condition of the receipt of the Credits that the Developer file a Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits (the "**Declaration**") substantially in the form attached hereto as **Exhibit D**. The City and U.S. Bank hereby consent to the terms of the Declaration as required by Section **[2(c)]** of the Declaration and further agree that the Declaration is subordinate to the City Loan and the City Loan Documents and the U.S. Bank Loan and the U.S. Bank Loan Documents, except to the extent required by Section **[9(d)]** of the Declaration (relating to the three-year vacancy control during the extended use period).

5. **U.S. Bank Priority.**

(a) U.S. Bank Priority. In the event of the bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of Developer, or in the event Developer shall become the subject of any proceeding of any character under any federal or state bankruptcy or insolvency act or law, (a) all moneys and other property allocated or allocable to the City Loan and which would be payable or deliverable to the City in the absence of the provisions of this Agreement shall be paid and delivered directly to U.S. Bank for application by U.S. Bank to the U.S. Bank Loan, in such order as U.S. Bank shall elect, until full payment of the U.S. Bank Loan with the excess, if any, to be paid to the City, in the order of priority as set forth herein, regardless of whether either of the City or U.S. Bank or both file a claim on behalf of the City in any such proceeding; and (b) U.S. Bank is hereby irrevocably appointed attorney-in-fact for the City, with full power to act in the place and stead of the City in all matters relating to or affecting the City Loan, including the right to make, present, file and vote such proofs of claim against Developer on account of all or any part of said City Loan, as U.S. Bank may deem advisable and to receive and collect any and all payments made thereon and to apply the same on account of the U.S. Bank Loan. The City will execute and deliver to U.S. Bank such instruments as may be required by U.S. Bank consistent with this Agreement to enforce the City Loan, to effectuate the aforesaid power of attorney and to effect collection of any and all payments which may be made at any time on account thereof. As collateral securing payment of the U.S. Bank Loan, the City hereby transfers and assigns to U.S. Bank all collateral security therefor to which the City may be entitled, provided that such transfer and assignment shall be effective (i) only in the event of a bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of Developer, (ii) in the order of priority set forth herein, and (iii) only in the amount necessary for the full payment of the U.S. Bank Loan. U.S. Bank may file one or more financing statements concerning any security interest hereby created without the signature of the City.

(b) Limitations on Payment. The City will neither receive, nor take action to collect or enforce, payment from Developer, and Developer will not make payment to the City, of any amounts outstanding under the City Loan Documents or any part thereof; except that Developer may pay regularly scheduled installments of principal and accrued interest to the extent required under the City Loan Documents as long as, but only in the event that, no Event of Default then exists with respect to the U.S. Bank Documents, and any such regularly scheduled installments of principal and accrued interest may be retained by the City. Upon the occurrence of an Event of Default and upon receipt of notification thereof from U.S. Bank, the City agrees that it will not, without the prior written consent of U.S. Bank, receive or take any action to collect or enforce, payment of any of the City Loan Documents or any part thereof from any trustee in bankruptcy, receiver, or other liquidator of any part of Developer's property, or from any other person. Until payment in full of the U.S. Bank Loan, any payment received by the City pursuant to the immediately preceding sentence shall promptly be delivered to U.S. Bank for application to the U.S. Bank Loan, in such order as U.S. Bank shall elect. The City and U.S. Bank agree to notify the other, within a reasonable time period, of their knowledge of an Event of Default under their respective loan documents with Developer. The City will not exercise any right of set-off against the Developer otherwise available to it until the U.S. Bank Loan is paid in full.

Notwithstanding the foregoing provisions of this paragraph (b), if (i) the City, has given U.S. Bank written notice of default under the City Loan Documents, (ii) the City, has requested that U.S. Bank commence a foreclosure proceeding against the Property, and (iii) ninety (90) days have passed since such request and U.S. Bank has not commenced its own foreclosure proceeding, then the City may proceed to commence its own foreclosure proceeding. Any foreclosure proceeding brought by the City must (A) name U.S. Bank as a party and (B) recognize and affirmatively plead the existence of U.S. Bank's prior lien.

(c) Pay Over of Monies. In the event that the City receives any payment of the City Loan in violation of the terms of this Agreement, such payments shall be held in trust by the City and the City will forthwith pay over or deliver the same to U.S. Bank to be held by U.S. Bank as cash collateral securing the U.S. Bank Loan.

6. **Interpretation.** The parties hereto are entering into and executing this Agreement in order to establish the subordination and priority of the Loan Documents and any liens and/or encumbrances created thereby, and, accordingly, such parties hereby agree, understand, and acknowledge that the enforceability of this Agreement is not, and shall not be, restricted, limited, or impaired by the fact that not all of the parties hereto are signatories to each or any of the Loan Documents.

7. **Absence of Events of Default and Compliance with Closing Requirements.** Each party hereto states, represents, and warrants that as to its individual Loan, (i) such Loan has been duly closed, (ii) to the best of its knowledge there are no Events of Default, or events that with the passage of time could constitute an Event of Default, currently existing with respect to its Loan, and (iii) its Loan is in good standing.

8. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

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

IN WITNESS WHEREOF, the parties hereto have executed this Master Subordination Agreement and Estoppel Certificate on the date indicated immediately below their signatures.

DEVELOPER:

SIENNA GREEN II LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Aeon, a Minnesota nonprofit corporation
Its Managing General Partner

By: ______________________________
Alan Arthur
Its: President

Executed on the ____ day of September, 2011.

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by Alan Arthur, the President of Aeon, a Minnesota nonprofit corporation and the managing general partner of Sienna Green II Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

____
Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

CITY:

CITY OF ROSEVILLE,
a Minnesota municipal corporation

By:____
____
Its: Mayor

And

By:____
____
Its: City Manager

Executed on the ____ day of September, 2011.

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by _____________________________________, the Mayor of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____________, 2011, by _____________________________________, the City Manager of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

____
Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

U.S. BANK:

U.S. BANK NATIONAL ASSOCIATION, a national banking association

By:____
Rochelle Dotzenrod
Its: Vice President

Executed on the ____ day of September, 2011.

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by Rochelle Dotzenrod, the Vice President of U.S. Bank National Association, a national banking association, on behalf of the national banking association.

____
Notary Public

This instrument was prepared by:
Leonard, Street and Deinard
Professional Association (SCM)
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402

[Signature page to Master Subordination Agreement and Estoppel Certificate]

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Sienna Green 2nd Addition, Ramsey County, Minnesota

EXHIBIT B

CITY LOAN DOCUMENTS

The following documents each dated as September ____, 2011 except as otherwise noted:

1. Promissory Note in the original principal amount of $449,668 from the Developer to the City.

2. Mortgage from the Developer to the City, recorded _______________, 2011, as Document No. ______________.

3. Memorandum of Understanding between City of Roseville and Sienna Green Limited Partnership related to the $149,668 in LCDA funds.

4. Amended and Restated Memorandum of Understanding between City of Roseville and Snelling Avenue LLC as assigned to Sienna Green II Limited Partnership pursuant to an Assignment of Memorandum of Understanding between City of Roseville and Snelling Avenue LLC related to the $300,000 in LHIA funds

EXHIBIT C

U.S. BANK LOAN DOCUMENTS

The following documents each dated as of the date of this Agreement:

1. Construction Loan Agreement between the Developer and U.S. Bank.
2. Promissory Note in the original principal amount of $8,641,232 executed by the Developer in favor of U.S. Bank.
3. Combination Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement executed by the Developer in favor of U.S. Bank, recorded _______________, 2011, as Document No. ______________.
4. Security Agreements executed by the Developer in favor of U.S. Bank.
5. UCC Financing Statements naming the Developer as debtor and U.S. Bank as secured party.
6. Disbursing Agreement by and between the Developer and U.S. Bank.
7. Environmental and ADA Indemnification Agreement executed by the Developer and Aeon in favor of U.S. Bank.
8. Guaranty Agreement executed by Aeon in favor of U.S. Bank.
9. Assignment of Architect's Contract executed by the Developer in favor of U.S. Bank, together with the written consent of the architect.
10. Assignment of Developer's Agreement executed by the Developer in favor of U.S. Bank.
11. Assignment and Subordination of Development Agreement and Tax Increment Financing Note executed by the Developer and the City of Roseville in favor of U.S. Bank.
12. Assignment of MHFA Loan Contract by the Developer in favor of U.S. Bank, together with the written consent of the MHFA.
13. Certificate of Tenancies and Leases by the Developer in favor of U.S. Bank.
14. Assignment of General Contractor's Contract executed by the Developer in favor of U.S. Bank, together with the written consent of the general contractor.
15. Assignment of Management Agreement executed by the Developer in favor of U.S. Bank, together with the written consent of the property manager.
16. Any interest rate hedging documents and/or agreements now or hereafter entered into by the Developer and U.S. Bank or any of its affiliates with respect to a Loan, including, but not limited to, a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index rate swap, equity or index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any similar transaction or combination of similar transactions (including, as applicable, any ISDA Master Agreement and each schedule, transaction and confirmation entered into under an ISDA Master Agreement or any such other agreement), all as amended, modified, supplemented or extended from time.

MASTER DISBURSEMENT AGREEMENT

THIS MASTER DISBURSEMENT AGREEMENT shall have an effective date of the ______ day of ______________, 2011, and is made and entered into by and between Sienna Green II Limited Partnership, a Minnesota limited partnership, with its offices located at c/o Aeon, 822 South Third Street, Suite 300, Minneapolis, MN 55415 (the "Borrower"), City of Roseville, a Minnesota municipal corporation, with its offices located at 2660 Civic Center Drive, Roseville, MN 55113 (the "City"), U.S. Bank National Association, a national banking association, with its offices located at BC-MN-H03A, 800 Nicollet Mall, 3rd floor, Minneapolis, MN 55402-7020 (the "Bank"), and Commonwealth Land Title Insurance Company, with its offices located at 222 South Ninth Street, Suite 3060, Minneapolis, MN 55402 (the "Title Company").

WITNESSETH:

WHEREAS, the Borrower has applied for and obtained certain loans from the other parties hereto and will use the proceeds of such loans and additional equity to fund the acquisition and construction of a multifamily housing development known as Sienna Green II (the "Development"), which will be situated on real property located in the City of Roseville, County of Ramsey, State of Minnesota, and legally described in **Exhibit A** attached hereto; and

WHEREAS, the following is a listing and description of the loans that the Borrower has obtained from the other parties hereto (collectively, the "Loans") and the Equity (as defined herein) that the Borrower will use to fund the acquisition, construction and/or rehabilitation of the Development:

Description of Funds	Amount of Funds
A loan from the City of Roseville through the LHIA and LCDA Programs, none of which has been disbursed as of the effective date of this Master Disbursement Agreement.	$449,668.00
A loan from the Bank, none of which has been disbursed as of the effective date of this Master Disbursement Agreement.	$8,641,232.00
Funds to be supplied by the Borrower, as further described in Section 1(i) hereof, none of which has been disbursed as of the effective date of this Master Disbursement Agreement.	$1,453,778.00

WHEREAS, the City and the Bank have entered into agreements with the Borrower and/or the Title Company regarding the disbursement of the proceeds of the Loans and the Equity; and

WHEREAS, the parties hereto have agreed that the Loans and the Equity are to be disbursed in a certain order of priority; and

WHEREAS, the parties hereto wish to establish how the Loans and the Equity are to be disbursed and the order of priority for the disbursement thereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** For the purposes of this Master Disbursement Agreement, the definitions set forth above shall be incorporated into this Section 1 by reference. The following terms shall have the meanings set out respectively after each such term, and such meaning shall be equally applicable to both the singular and plural forms of the term defined:

(a) "City Loan" – A loan from the City of Roseville through the LHIA and LCDA Programs to the Borrower, in an original principal amount of $449,668.00.

(b) "City Loan Disbursement Agreement" – That certain agreement, whether verbal or written, between City, the Borrower, and, if applicable, the Title Company, which provides for the disbursement of the City Loan.

(c) "Bank Loan" – A bridge loan from the Bank to the Borrower, in an original principal amount of $8,641,232.00.

(d) "Bank Disbursement Agreement" – That certain agreement, whether verbal or written, between the Bank, the Borrower, and, if applicable, the Title Company, which provides for the disbursement of the Bank Loan.

(e) "Equity" – Cash monies in an amount of $1,453,778.00 to be supplied to the Title Company by the Borrower.

2. **Order of Priority for Disbursement.** The Title Company has already been, or will be from time to time, supplied with the Equity and the proceeds of the City Loan, and the Bank Loan and shall disburse such funds in the following order of priority:

Source of Funds	Order of Disbursement
Equity	First
City Loan	Second
Bank Loan	Third

The parties hereto agree that the proceeds of the above-listed sources of funds shall be disbursed in the order indicated, except as expressly provided otherwise herein, and that none of the proceeds of a source of funds shall be disbursed until all of the proceeds of funds that are to be disbursed prior thereto have been disbursed. The parties hereto further direct the Title Company to disburse the proceeds of the above-listed sources of funds in the order indicated, and the Title Company agrees to comply with such direction.

Notwithstanding the preceding paragraph, $300,000 of the City Loan shall be used in connection with the acquisition costs associated with the Development and disbursed as part of the initial draw on the date of this Agreement. In addition, proceeds of the City Loan may only be used for the following costs (the "City Eligible Costs") in the following amounts:

		Description of Eligible City Eligible Costs	***Amount***
		Acquisition Costs	$300,000
		Design, engineering, grading and construction of stormwater management system	$77,500
		Permanent pedestrian improvements – extension of public sidewalks and street lighting	$72,168

Except for the $300,000 disbursed as part of the initial draw for acquisition costs, the City Loan proceeds shall be disbursed by the City after the City's receipt of documentation demonstrating that the City Eligible Costs for which such proceeds are being requested have been paid. The source of funds that follow the City Loan in the order of disbursement shown above (i.e. the Bank Loan) may be used in lieu of proceeds from the City Loan. In addition, because the City Loan proceeds are only available for reimbursement of paid Eligible City Costs (other than the $300,000 to be disbursed as part of the initial draw to pay for acquisition costs), other sources of funds shall be used to pay for such Eligible City Costs in the first instance, and then upon receipt by the Title Company, the City Loan proceeds received shall be deposited in escrow to replace the funds so used in the first instance, with the City Loan proceeds deemed used for the applicable Eligible City Costs.

3. **Disbursement of City Loan Proceeds.** When the Borrower desires the disbursement of any or all of the proceeds of the City Loan, it shall submit a draw request to the City. Copies of all draw requests shall be submitted by the Borrower to the Bank and to the Title Company.

If the draw request meets the requirements contained in the City Loan Disbursement Agreement and other loan documents, the City shall approve the draw request and forward it to the Title Company for disbursement of the applicable funds. The Title Company shall not disburse any monies without first receiving a draw request approved by the City and upon receipt of an approved draw request, unless the Bank has notified the Title Company that it objects to the draw request, the Title Company shall disburse the applicable monies in accordance with the provisions contained in the following documents:

Source of Funds to be Disbursed	Entity Supplying the Funds	Disbursement Document
Equity	Borrower	This Master Disbursement Agreement
City Loan	City	City Loan Disbursement Agreement
Bank Loan	Bank	Bank Disbursement Agreement

4. **Disbursement of Bank Loan Proceeds**. When the Borrower desires the disbursement of any proceeds of the Bank Loan, it will submit a draw request to the Bank and the Title Company. If the draw meets the requirements contained in the Bank Disbursement Agreement and the other Bank Loan documents, the Bank shall approve the draw request and shall so notify the Title Company. The Title Company shall not disburse any proceeds of the Bank Loan without first receiving a draw request approved and executed by the Bank. Upon receipt of such items and the requisite funds from the Bank, the Title Company shall disburse the funds in accordance with the draw request and the provisions contained in the Bank Disbursement Agreement. The Title Company shall not be liable for any disbursement of funds made in reliance upon any notice received from the Bank in accordance with this Section 4.

5. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if (a) personally delivered, (b) sent by nationally recognized overnight courier, or (c) sent by certified mail, postage prepaid, return receipt requested, addressed to each party at the addresses set forth in the first paragraph of this Agreement or to such other address as the party to whom notice is to be given may have furnished to each other party in writing in accordance herewith. Any such communication shall be deemed to have been given (i) when delivered if personally delivered during a business day, (ii) on the business day after dispatch if sent by nationally recognized overnight courier, and (iii) on the third day after dispatch if sent by mail.

6. **Binding Effect.** This Master Disbursement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Execution in Counterparts.** This Master Disbursement Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Master Disbursement Agreement on the date indicated immediately below their signatures.

BORROWER:

SIENNA GREEN II LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Aeon, a Minnesota nonprofit corporation
Its Managing General Partner

By: ____
Alan Arthur
Its: President

Executed on the ____ day of ______________, 2011.

CITY:

CITY OF ROSEVILLE
a Minnesota municipal corporation

By:______________________________________
____
Its: _____________________

And

By:______________________________________
____
Its: _____________________

Executed on the ____ day of ______________, 2011.

Attachment I

BANK:

U.S. BANK NATIONAL ASSOCIATION
a national banking association

By:_____________________________________
Rochelle Dotzenrod
Its: Vice President

Executed on the ____ day of _____________, 2011.

Attachment I

TITLE COMPANY:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:______________________________________
____
Its: _____________________

Executed on the ____ day of ___________, 2011.

This document was drafted by:
Leonard, Street and Deinard (SCM)
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402

Attachment I

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Sienna Green 2nd Addition, Ramsey County, Minnesota

PREPARED BY AND WHEN
RECORDED RETURN TO:

Leonard, Street and Deinard
Professional Association
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402

Attention: Shaun C. McElhatton, Esq.

(Space above reserved for recorder's use.)

ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT FINANCING NOTE

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT FINANCING NOTE (this "**Agreement**"), is made and entered into as of September ___, 2011, by and among the City of Roseville, Minnesota, a public body corporate and politic under the laws of Minnesota (the "**City**"), Sienna Green II Limited Partnership, a Minnesota limited partnership (the "**Developer**"), and U.S. Bank National Association, a national banking association (the "**Lender**").

RECITALS:

A. The City and the Developer's general partner, Aeon, have entered into that certain Development Agreement dated as of June 1, 2011 (the "**Development Agreement**"), which has been assigned to Developer pursuant to that certain ____________________ dated __________________, 2011.

B. Pursuant to the Development Agreement, the City has agreed to issue that certain Tax Increment Revenue Note in the original principal amount of approximately $935,005 in favor of the Developer (the "**TIF Note**").

C. The Development Agreement pertains to the development by the Developer of a 50 unit multifamily rental housing facility and related Improvements (the "**Improvements**") on property legally described on Exhibit A attached hereto and hereby made a part hereof (the "**Land**").

D. Fee title to the Land has been conveyed to the Developer pursuant to that certain Quitclaim Deed dated ________________, 20___ (the "**Deed**"), and filed of record in the office of the ______________________________________ of Ramsey County, Minnesota as Document Number _____________________..

E. The Lender has made a loan (the "**Loan**") to the Developer in connection with the construction of the Improvements on the terms and conditions set forth in that certain

Construction Loan Agreement of even date herewith (together with any amendment thereto, the "**Loan Agreement**"), by and between the Developer and the Lender.

F. The obligation of the Developer to repay the Loan is evidenced by that certain Promissory Note of even date herewith executed by the Developer and payable to the Lender in the original principal amount of $_______________ (the "**Note**").

G. The Note is secured by that certain Combination Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement of even date herewith (together with any amendment thereto, the "**Mortgage**"), executed by the Developer in favor of the Lender and encumbering the Land and the Improvements.

H. The Mortgage has been filed of record in the office of the _____________________________________ of Ramsey County, Minnesota as Document Number ____________________.

I. The Lender has required as an express condition to the making of the Loan that (a) the Developer assign all of its rights under the Development Agreement and the TIF Note to the Lender to secure the obligations of the Developer to the Lender; (b) the rights of the City under the Development Agreement and the Deed be subordinated to the Mortgage; and (c) the City agree to certain other matters, all as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. The Developer assigns to the Lender, and grants to the Lender a security interest in, all of its right, title and interest in, to and under the Development Agreement and the TIF Note to secure the obligations of the Developer under the Loan Agreement, the Note, the Mortgage and any other documents securing the Note (collectively the "**Loan Documents**"). Notwithstanding this assignment, the Developer shall remain liable for payment and performance of all of its obligations under the Development Agreement.

2. Endorsement of TIF Note. Upon issuance and delivery to Developer, the Developer shall endorse and deliver the TIF Note to the Lender as security for the obligations of the Developer under the Loan Documents.

3. Developer's Representations and Warranties. The Developer represents and warrants to the Lender (a) that there have been no prior assignments of the Development Agreement or the TIF Note, (b) that the Development Agreement and, when issued, the TIF Note are valid and enforceable agreements, and (c) that neither the Developer, nor to the Developer's knowledge the City, is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer agrees that, without the Lender's prior written consent, the Developer shall not sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Agreement is in effect. The Developer

hereby irrevocably constitutes and appoints the Lender as its attorney-in-fact to demand, receive and enforce the Developer's rights with respect to the Development Agreement and/or the TIF Note for and on behalf of and in the name of the Developer or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Agreement had not been made.

4. Present Assignment; Payments. This Agreement shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Agreement to enforce the provisions of the Development Agreement or exercise any rights or remedies under this Agreement unless and until an Event of Default (as defined in the Loan Agreement) shall occur and be continuing. Until the City has received notice from the Lender that an Event of Default has occurred, all payments due under the TIF Note shall be made to the Developer. Upon receipt of such a notice, however, all such payments shall be made to the Lender.

5. Lender's Remedies. Upon the occurrence of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Agreement as the Developer's attorney-in-fact in any manner permitted by law and, in addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Developer of any intended disposition of collateral or any intended action is required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) calendar days prior to the intended disposition or other action.

6. Consent of City; No Defaults. The City hereby consents and agrees to the terms and conditions of this Agreement. The City further represents and warrants that neither the City, nor to the City's actual knowledge the Developer, is in default under any of its respective obligations under the Development Agreement and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

7. Notices to Lender. The City hereby acknowledges and agrees that it has received notice of the identity of the Lender and agrees to provide the Lender with copies of all notices sent to the Developer pursuant to the terms of the Development Agreement and the right to cure any default by the Developer thereunder upon the same terms as are applicable to the Developer. The Lender agrees to provide the City with all notices sent to the Developer pursuant to the terms of the Loan Agreement and the right to cure any default by the Developer thereunder upon the same terms as are applicable to the Developer.

8. Subordination of City's Interests. The City hereby acknowledges and agrees that all of its right, title and interest under the Development Agreement shall be subject and subordinate to the rights of the Lender under the Mortgage and the other Loan Documents in all respects; provided, however, that this Agreement shall not limit the City's right to terminate or suspend its performance under the Development Agreement and the TIF Note following an uncured Event of Default under the Development Agreement.

9. City's Representations. The City represents to the Lender as follows:

(a) Under the Development Agreement, the Developer is not required to obtain the City's approval of the construction plans for the Project (as that term is defined in the Development Agreement).

(b) The Developer has paid to the City all fees and deposits required under the Development Agreement.

10. Waiver. This Agreement can be waived, modified, terminated or discharged only explicitly in a writing signed by the parties hereto. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and shall be exercised singularly or concurrently, at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

11. No Amendment of Development Agreement. No provision of this Agreement shall be deemed or construed to alter, amend or modify, in any way, the rights and obligations of the City or the Developer contained in the Development Agreement.

12. Notices. Any notice, request, demand or other communication hereunder shall be deemed fully given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below:

If to the City:	City of Roseville, Minnesota 2660 Civic Center Drive Roseville, MN 55415 Attn:____________________
If to the Developer:	Aeon 822 South 3rd Street, Suite 300 Minnesota, MN 55415 Attn: Alan Arthur
With a copy to:	U.S. Bancorp Community Development Corporation 1307 Washington Avenue, Suite 300 Mail Code SL MO RMCD St. Louis, Missouri 63103 Attn: Director of LIHTC Asset Management Telecopier: 314-335-2601

And to:	Faegre and Benson LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402 Attn: Peter Berrie Telecopier: 612-766-3026
If to the Lender:	U.S. Bank National Association BC-MN-HO3A 800 Nicollet Mall, 3rd Floor Minneapolis, Minnesota 55402-7020 Attn: Rochelle Dotzenrod Telecopier: 612-303-227
With a copy to:	Leonard, Street and Deinard 150 South Fifth Street Suite 2300 Minneapolis, Minnesota 55402 Attn: Shaun C. McElhatton

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

14. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have made and entered into this Agreement as of the day and year first above written.

CITY OF ROSEVILLE
a Minnesota municipal corporation

By:______________________________________

____
Its: Mayor

And

By:______________________________________

____
Its: City Manager

STATE OF MINNESOTA)
)
COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by ________________________________, the Mayor of the City of Roseville, Minnesota, a public body corporate and politic under the laws of Minnesota, on behalf of said public body.

____
Notary Public

STATE OF MINNESOTA)
)
COUNTY OF __________)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by ________________________________, the City Manager of the City of Roseville, Minnesota, a public body corporate and politic under the laws of Minnesota, on behalf of said public body.

____
Notary Public

[SIGNATURE PAGE OF THE CITY TO THE ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT FINANCING NOTE]

SIENNA GREEN II LIMITED PARTNERSHIP,
a Minnesota limited partnership

By: Aeon, a Minnesota nonprofit corporation
Its Managing General Partner

By: ______________________________________
Alan Arthur
Its: President

STATE OF MINNESOTA)
)
COUNTY OF ___________)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by Alan Arthur, the President of Aeon, a Minnesota nonprofit corporation and a managing general partner of Sienna Green II Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.

____
Notary Public

[SIGNATURE PAGE OF THE DEVELOPER TO THE ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT FINANCING NOTE]

U.S. BANK NATIONAL ASSOCIATION

By:____________________________________
Rochelle Dotzenrod
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of September, 2011, by Rochelle Dotzenrod, the Vice President of U.S. Bank National Association, a national banking association, on behalf of the bank.

____
Notary Public

[SIGNATURE PAGE OF THE LENDER TO THE ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TAX INCREMENT FINANCING NOTE]

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, Block 1, Sienna Green 2nd Addition, Ramsey County, Minnesota

ALLONGE ENDORSEMENT TO
COUNTY OF RAMSEY CITY OF ROSEVILLE
TAX INCREMENT REVENUE NOTE
(Sienna Green II Project)

FOR VALUE RECEIVED, Sienna Green II Limited Partnership, a Minnesota limited partnership, endorses, assigns and transfers to the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, all right, title and interest in and to the following described Note:

United States of America State of Minnesota County of Ramsey City of Roseville Tax Increment Revenue Note (Sienna Green II Project), in the original principal amount of $935,005.00 dated ____________________, executed by the City of ____________, Minnesota, as Maker, to Sienna Green II Limited Partnership, a Minnesota limited partnership, as Holder.

Dated at _____________, Minnesota, this ___ day of ____________, 200__.

THIS ALLONGE IS TO BE AFFIXED
TO THE NOTE DESCRIBED ABOVE

SIENNA GREEN II LIMITED PARTNERSHIP
a Minnesota limited partnership

By: SNELLING AVENUE LLC
a Colorado limited liability company
General Partner

By: ____________________________
Alan Arthur, Chief Manager

CONSENTED AND AGREED TO BY:

THE CITY OF ROSEVILLE, MINNESOTA

By:______________________________
Its ____________________________

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Assignment") is effective as of the _____ day of _________, 200__, by and between Sienna Green II Limited Partnership, a Minnesota limited partnership, with its offices located at 822 S. 3rd Street, Suite 300, Minneapolis, MN 55415 ("Borrower"), and the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, with its offices located at 400 Sibley Street, Suite 300, St. Paul, Minnesota 55101-1998 ("Lender").

RECITALS

A. Borrower has assumed that certain Development Agreement between Aeon, a Minnesota non-profit corporation and the City of Roseville a Minnesota municipal corporation (the "City") dated June 1, 2011, (the "Development Agreement") concerning certain real property more fully described in **Exhibit A** attached hereto.

B. The City has agreed to make certain payments to Borrower (the "TIF Payments") in accordance with the terms and conditions of the Development Agreement.

C. Borrower wishes to assign its rights under the Development Agreement to Lender, and Lender wishes to accept such assignment.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, Borrower sells, assigns, transfers, and sets over to Lender the Development Agreement, together with all right and interest in the rights therein specified.

1. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact to enforce and satisfy the Development Agreement for and on behalf of and in the name of Borrower or, at the option of Lender, in the name of Lender, with the same force and effect as Borrower could do if this Assignment had not been made.

2. Borrower agrees that Lender does not assume any of the obligations or duties of Borrower under or with respect to the Development Agreement unless and until Lender shall have given the City written notice of such assumption.

3. Borrower represents and warrants that there have been no prior assignments of Borrower's interest in the Development Agreement, that it has the right to assign the Development Agreement to Lender, that the Development Agreement is a valid, enforceable agreement, that none of the parties is in default thereunder, and that all covenants, conditions and agreements have been performed as required therein except those not due to be performed until after the date hereof. Borrower agrees that no change in the terms thereof shall be valid without the written approval of Lender. Borrower agrees not to assign, sell, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement so long as this Assignment is in effect.

4. Borrower hereby agrees to pay all costs and expenses (including, without limitation, reasonable attorney's fees) that Lender may incur in exercising any of its rights under this Assignment.

IN WITNESS WHEREOF, Borrower has caused this Assignment of Development Agreement to be executed as of the ____ day of ______________, 20____.

SIENNA GREEN II LIMITED PARTNERSHIP
a Minnesota limited partnership

By: SNELLING AVENUE LLC
a Colorado limited liability company
General Partner

By: ______________________________
Alan Arthur, Chief Manager

CONSENTED AND AGREED TO BY:

THE CITY OF ROSEVILLE, MINNESOTA
a Minnesota municipal corporation

By:________________________________
Its ____________________________

Exhibit A
to
Assignment of Development Agreement

LEGAL DESCRIPTION

ASSIGNMENT OF TAX INCREMENT FINANCING

THIS ASSIGNMENT OF TAX INCREMENT FINANCING (this "Assignment") is effective as of the _____ day of ____________, 200___, by and between Sienna Green II Limited Partnership, a Minnesota limited partnership, with its offices located at 822 S. 3rd Street, Suite 300, Minneapolis, MN 55415 ("Borrower"), and the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, with its offices located at 400 Sibley Street, Suite 300, St. Paul, Minnesota 55101-1998 ("Lender").

RECITALS

A. Pursuant to that certain Minnesota Housing Finance Agency HUD Risk-Sharing Program Mortgage Loan Commitment dated ______________, 2011 (the "HRS Loan Commitment"), Lender is making a loan to Borrower in the original principal amount of $2,556,004.00 (the "HRS Loan") for construction of a 50 unit multifamily facility, commonly known as Sienna Green II and located in Roseville, Minnesota, as legally described in the HRS Mortgage defined herein (the "Property").

B. As evidence of the HRS Loan, Borrower is executing and delivering to Lender its Minnesota Housing Finance Agency HUD Risk-Sharing Program Mortgage Note dated _____________, 20__, in the original principal amount of the HRS Loan (the "HRS Note") and is executing and delivering to Lender its Minnesota Housing Finance Agency HUD Risk-Sharing Program Combination Mortgage, Security Agreement, and Fixture Financing Statement (the "HRS Mortgage"), dated of even date therewith, and certain other loan and security documents (collectively, the "HRS Loan Documents").

C. The term of the HRS Loan shall be for a period of 30 years after the date on which the first payment to principal is due under the HRS Note, and the HRS Loan shall mature and be due and payable in full on the first day of ____________, 20____ (or on any later date as may be set forth in any amendment to the HRS Note).

D. The Property is a part of Tax Increment Financing District No. 18 (the "Tax Increment District") created by the City of Roseville, a Minnesota municipal corporation (the "City").

E. Borrower has assumed that certain Development Agreement between Aeon, a Minnesota non-profit corporation and the City dated June 1, 2011, (the "Development Agreement"), setting forth the City's agreement to provide certain tax increment financing to Borrower in the form of reimbursements to Borrower out of tax increments derived from the Property (the "Tax Increment Financing") as consideration for undertaking certain improvements and maintaining certain low income housing rental units.

F. In order to further evidence the Tax Increment Financing, the City will, in accordance with Section 3.2 of the Development Agreement, issue to Borrower its Tax Increment Revenue Note, in the principal amount of the lesser of $935,005.00 or the total Reimbursement Amount, as described in Article III of the Development Agreement, actually incurred by Borrower and approved by the City, in the form of Tax Increment Note attached to the Development Agreement as **Exhibit B** (the "TIF Note").

G. The TIF Note, the Development Agreement, and any and all amendments and documents related thereto shall be referred to jointly herein as the "Tax Increment Financing Documents".

H. As further security for repayment of the HRS Loan as evidenced by the HRS Note, Borrower is executing and delivering to Lender this Assignment.

NOW, THEREFORE, in consideration of the above recitals, and for value received, Borrower hereby transfers, assigns and grants a security interest in, pledges, and conveys to Lender all right, title and interest of Borrower, if any, in and to the Tax Increment Financing and the Tax Increment Financing Documents, provided that Lender does not assume any obligations under the Tax Increment Financing Documents unless and until Lender assumes such obligation in writing, together with all proceeds thereof and the immediate and continuing right to receive and collect all amounts due or to become due thereunder and all other rights that may derive from or accrue thereunder and the right to amend, cancel, modify, alter or surrender the Tax Increment Financing Documents for the purpose of securing the following (collectively referred to as the "Indebtedness Secured Hereby"):

One. Payment of the indebtedness evidenced by and performance of the terms and conditions of the HRS Note;

Two. Payment of all other sums with interest thereon becoming due and payable to Lender herein and in the HRS Note;

Three. Performance and discharge of each and every obligation, covenant and agreement of Borrower herein and in the HRS Note, the HRS Mortgage and all other HRS Loan Documents.

AND BORROWER COVENANTS, WARRANTS, REPRESENTS AND AGREES:

1. Warranties.

a. That Borrower is the true and lawful, absolute owner of the Tax Increment Financing Documents free and clear from any and all liens, security interest, encumbrances or other right, title or interest of any other person, firm or corporation;

b. That Borrower has the full right and title to assign and pledge the Tax Increment Financing and the Tax Increment Financing Documents; that there are no outstanding claims, assignments or pledges thereof, other than as set forth herein; that there are no existing defaults under the Tax Increment Financing Documents on the part of makers thereof; that Borrower has fully complied with and is not in default with regard to the Tax Increment Financing Documents.

c. That the Tax Increment Financing Documents shall not be amended, altered, cancelled, modified or surrendered without the prior written consent of Lender.

d. That Borrower is in full compliance with the terms of the Development Agreement.

e. That the unpaid balance due on the TIF Note upon issuance will be the lesser of $935,005.00 or the total Reimbursement Amount, as described in Article III of the Development Agreement, actually incurred by Borrower and approved by the City.

f. That the Development Agreement remains in full force and effect.

g. That there are no defenses, set-offs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness evidenced thereby. The TIF Note, if executed in the form of Tax Increment Note attached to the Development Agreement as **Exhibit B**, and the Development Agreement will be valid and enforceable obligations and Borrower in accordance with their terms.

2. Performance under the Tax Increment Financing Documents. Borrower shall enforce or secure the performance of each and every obligation of the City in the Tax Increment Financing Documents; not borrow against, further pledge or assign any payments due under the Tax Increment Financing Documents; not waive, excuse, condone or in any manner release or discharge the City from its obligations under the Tax Increment Financing Documents.

3. Present Pledge and Assignment.

a. This Assignment shall constitute a perfect, absolute and present pledge and assignment in connection with which Borrower shall deliver to Lender the Tax Increment Financing Documents endorsed and assigned to Lender. Borrower shall execute and deliver to Lender the Allonge Endorsement, in substantially the same form as **Exhibit A** attached hereto, on the date that the TIF Note is dated, issued, and delivered to Borrower by the City in accordance with Section 3.2 of the Development Agreement. Borrower shall execute and deliver to Lender the Assignment of Development Agreement, in substantially the same form as **Exhibit B** attached hereto, on the date hereof.

b. Borrower shall retain the right to collect the semi-annual payments under the TIF Note unless and until an Event of Default has occurred hereunder.

c. From and after an Event of Default hereunder upon notice to the City, all payments on the Tax Increment Financing shall be paid directly to Lender to be held and applied by Lender as provided herein. Should Borrower thereafter receive any payments on the Tax Increment Financing, Borrower shall immediately turn over the same to Lender.

4. Security Agreement. This Agreement constitutes a Security Agreement under the Uniform Commercial Code as adopted in Minnesota (the "Code") and shall be governed by the Code.

5. Events of Default. An Event of Default shall occur hereunder upon the following:

   a. A default occurs under any of the terms of any of the HRS Loan Documents, after expiration of any applicable cure period thereunder; or

   b. Failure to comply with or perform any of the terms, conditions or covenants of this Assignment, and such failure shall continue for more than (30) days; or

   c. Any representation or warranty made by Borrower herein shall be false, breached or dishonored in any material manner.

6. Remedies. Upon or at any time after an Event of Default, Lender may declare all Indebtedness Secured Hereby immediately due and payable and provide notice to the City to thereafter make all payments on the Tax Increment Financing to Lender and apply all sums held by Lender, including the Tax Increment Financing, to the Indebtedness Secured Hereby and may, at its option, enforce the payment thereof and exercise all of the rights of a holder of the Tax Increment Financing Documents. In addition, upon the occurrence of an Event of Default, Lender may, without demand, advertisement or notice of any kind (except such notice as may be required under the Code) and all of which are, to the extent permitted by law, hereby expressly waived:

   a. exercise any of the remedies available to a secured party under the Code;

   b. proceed immediately to exercise each and all of the powers, rights, and privileges reserved or granted to Lender under the HRS Note and the HRS Mortgage;

   c. proceed to protect and enforce this Assignment by suits or proceedings or otherwise, and for the enforcement of any other legal or equitable remedy available to Lender.

   If any notice is required to be given under the Code, such requirements for reasonable notice shall be satisfied by giving at least (10) days' notice prior to the event or thing giving rise to the requirement of notice.

7. Authorization to the City. The City is hereby irrevocably authorized and directed to recognize the claims of Lender without investigating the reason for any action taken or the validity of or the amount of Indebtedness Secured Hereby owing to Lender or the existence of any Event of Default, and Borrower hereby irrevocably directs and authorizes the City to pay exclusively to Lender or its assigns, from and after the date hereof, all sums due under the Tax Increment Financing Documents without the necessity for a judicial determination that Lender is entitled to exercise its rights hereunder, and to the extent that such sums are paid to Lender, Borrower agrees that the City shall have no

further liability to Borrower for the same. The sole signature of Lender shall be sufficient for the exercise of any rights under this Assignment, and the sole receipt by Lender of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City.

8. Additional Instruments. Upon the request of Lender, Borrower shall, at its own expense, execute and deliver all assignments, certificates, financing statements or other documents and give further assurances and do all other acts and things as Lender may request to perfect or to realize upon Lender's interest in the Tax Increment Financing and the Tax Increment Financing Documents or to protect, enforce, or otherwise effect Lender's rights and remedies. If Borrower is unable or unwilling to execute any such other assignments, certificates, financing statements or other documents and to file financing statements or other public notices or recordings with the appropriate authorities, as and when reasonably requested by Lender, then Borrower authorizes Lender to sign and deliver as its true and lawful agent and attorney-in-fact, coupled with an interest, any such assignment, certificate, financing statement or other document and to make any such filing.

9. Amendment. The Tax Increment Financing Documents shall not be amended, altered, cancelled, modified or surrendered without the prior written consent of Lender.

10. Release. Upon the earlier of the termination or expiration of the TIF Note or payment and performance in full of the Indebtedness Secured Hereby, this Assignment shall be released and shall thereafter become null and void and be of no further effect.

11. Successors and Assigns. This Assignment, and every covenant, agreement and provision hereof, shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Should Lender assign the HRS Loan and the HRS Loan Documents to any other person or entity, Lender shall (i) cause such person or entity to be bound by the terms and provisions hereof, and (ii) notify the City.

12. Governing Law. This Assignment is intended to be governed by the laws of the State of Minnesota.

13. Validity Clause. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions hereof unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

14. Notice. Notices that any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail or equivalent, to the respective party's address as set forth herein, or such other place as such party may by notice in writing designate as its address shall constitute service of notice hereunder.

15. Attorney's Fees. Borrower agrees to pay all costs of collection, including reasonable attorney's fees, at any time paid or incurred by Lender in connection with the enforcement of its rights hereunder.

IN WITNESS WHEREOF, the parties have caused this Assignment of Tax Increment Financing to be executed as of the date first above written.

BORROWER:

SIENNA GREEN II LIMITED PARTNERSHIP
a Minnesota limited partnership

By: SNELLING AVENUE LLC
a Colorado limited liability company
General Partner

By: ______________________________
Alan Arthur, Chief Manager

LENDER:

MINNESOTA HOUSING FINANCE AGENCY

By: ___________________________________

Exhibit A
to
Assignment of Tax Increment Financing

Attach Allonge Endorsement

Exhibit B
to
Assignment of Tax Increment Financing

Attach Assignment of Development Agreement

CONSENT OF THE CITY OF ROSEVILLE, MINNESOTA

The City of Roseville, a Minnesota municipal corporation, with its offices located at 2660 Civic Center Drive, Roseville, Minnesota (the "City"), acknowledges that it has reviewed the Assignment of Tax Increment Financing entered into by and between Sienna Green II Limited Partnership, a Minnesota limited partnership ("Borrower"), and the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota ("Lender"), dated ______________, 20___, to which this Consent is attached, the Assignment of Development Agreement by and between Borrower and Lender dated ______________, 20____, and the form of Allonge Endorsement attached to the Assignment of Tax Increment Financing as Exhibit A (collectively, the "Assignment"). Subject to the provisions of paragraph 2 below, the City consents to the terms of the Assignment and to the assignment of the Tax Increment Financing to Lender and to a subsequent assignment by it to its successors or assigns. The City agrees from and after the date of the Assignment, upon request by Lender or its successors and assigns, to make all payments on the Tax Increment Financing described in the Assignment to such requesting party at such address as it shall be directed in writing.

1. The City further represents and warrants to Lender:

   a. That it has received good and valuable consideration for the Development Agreement.

   b. That the unpaid balance due on the TIF Note (as defined in the Assignment) upon issuance will be the lesser of $935.005.00 or the total Reimbursement Amount, as described in Article III of the Development Agreement, actually incurred by Borrower and approved by the City.

   c. To the actual knowledge of the undersigned, Borrower is in full compliance with the terms of the Development Agreement, and the Development Agreement remains in full force and effect.

   d. To the actual knowledge of the undersigned, there are no current defenses, set-offs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness evidenced thereby. The TIF Note, if executed in the form of Tax Increment Note attached to the Development Agreement as **Exhibit B**, and the Development Agreement will be valid and enforceable obligations of the City in accordance with their terms.

2. This Consent shall not in any way deprive the City or limit any of the City's rights or remedies under the Development Agreement and shall not relieve Borrower of any of its obligations under the Development Agreement. This Consent is conditioned on Lender or any transferee or purchaser from Lender assuming in writing the remaining unfulfilled obligations of Borrower under the Development Agreement.

3. Notwithstanding the provisions of the Development Agreement, the City agrees that it will not exercise its remedies under the Development Agreement upon the occurrence of an Event of Default under Article IV of the Development Agreement prior to providing notice of the Event of Default and an opportunity to cure to Lender.

Dated: _____________

CITY OF ROSEVILLE,
a Minnesota municipal corporation

By:_________________________________

Its ______________________________

FOR USE BY FILING OFFICER ONLY

Minnesota Housing Finance Agency

MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

THIS AGREEMENT shall have an effective date of the ____ day of ____________, 200___, and is made and entered into by and among Sienna Green II Limited Partnership, a Minnesota limited partnership (the "Borrower"), the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota (the "MHFA") and City of Roseville, a Minnesota municipal corporation.

WITNESSETH:

WHEREAS, the Borrower has applied to and obtained certain loans from the other parties hereto and will use the proceeds of such loans and additional equity to fund the construction and/or rehabilitation of a multifamily housing development identified as MHFA Development No. D6361 (the "Development"), which will be situated on real property located in the City of Roseville, County of Ramsey, State of Minnesota, and legally described in **Exhibit A** attached hereto; and

WHEREAS, the following is a listing and description of the loans that the Borrower has obtained from the parties hereto (collectively, the "Loans"), which will be used to fund the acquisition, construction and/or rehabilitation of the Development and the repayment of which will be secured by liens on the Property, and a listing of the documents that evidence and secure the repayment of such loans (collectively, the "Loan Documents"):

Description of Loan	Amount of Loan	Loan Documents Evidencing and Securing Repayment
A loan from the MHFA HUD Risk-sharing Program.	$_________	Those documents set forth in **Exhibit B** attached hereto.
A loan from the City.	$_________	Those documents set forth in **Exhibit C** attached hereto.

WHEREAS, it is intended that the Loans, the corresponding Loan Documents, and other documents referred to herein and the liens created thereby shall have a certain order of priority; and

WHEREAS, it is further intended that the parties hereto wish to specify how the terms and conditions contained in the Loan Documents shall be interpreted in the event of a conflict or inconsistency therein.

NOW, THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration, and in further consideration of the parties hereto making and entering into the Loans, the parties hereto agree as follows:

1. **Definitions.** For the purposes of this Agreement, the definitions set forth above shall be incorporated into this Section 1 by reference. The following terms shall have the meanings set out respectively after each such term, and such meaning shall be equally applicable to both the singular and plural forms of the term defined:

(a) "City Loan" – A loan from the City to the Borrower in an original principal amount of ____________________________________ and No/100 Dollars ($________________).

(b) "City Loan Documents" – Those documents listed in **Exhibit E** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the City Loan.

(c) "MHFA HRS Loan" - A loan from the Minnesota Housing Finance Agency HUD Risk-Sharing Program to the Borrower in an original principal amount of ________________________________ and No/100 Dollars ($_____________).

(d) "MHFA HRS Loan Documents" – Those documents listed in **Exhibit B** attached hereto and incorporated herein by reference, which evidence and secure the repayment of the MHFA HRS Loan.

2. **Consent to Loans, Liens and Encumbrances.** The parties hereto consent and agree to all of the Loans and further agree that all of the liens and encumbrances created by the Loan Documents shall be deemed to be permitted encumbrances under their respective Loan Documents. The parties hereto further agree to execute any and all documents that any party hereto may reasonably request in order to document that such liens and encumbrances are permitted encumbrances under their respective Loan Documents.

3. **Use of Loan Documents.** The parties hereto agree and consent to the use of the Loan Documents set forth in the exhibits attached hereto in conjunction with the Loan referenced in each exhibit. In addition, each party hereto, as to the Loan Documents that correspond to one of its Loans, does hereby covenant, warrant, consent and agree that (i) the described Loan Documents are all of the documents that the party has entered into regarding the corresponding Loan, (ii) there are no documents relating to such Loan other than the described Loan Documents for such Loan, (iii) it will not enter into any other document for such Loan that would adversely impact any other party or parties hereto without the prior written consent of such party or parties, (iv) any existing document or documents that may come into existence in the future to which a party hereto is or becomes a party or from which a party hereto obtains a benefit that is different from the benefits that the other parties hereto have received or will receive, and that is not listed in the Loan Documents set forth herein for such Loan, shall be of no force or effect until approved and consented to in writing by all of the parties hereto upon which such document has, or will have, an adverse effect, and upon such written approval, such document(s) shall be automatically considered to be included in the exhibit hereto setting forth the Loan Documents for such Loan. The other parties hereto shall execute any document that may reasonably be requested in order to include such document in such exhibit.

4. **Subordination of Loans and Loan Documents.**

(a) Loan Priority. Except as specifically provided below, each party hereto agrees to the following priority for the provisions contained in the Loan Documents and any and all the liens and encumbrances created thereby and subordinates its respective Loan Documents and the liens and encumbrances created thereby to those Loan Documents and liens and encumbrances created thereby that are listed as having a priority over its Loan Documents and the liens and/or encumbrances created thereby:

Loan Documents and Liens and Encumbrances Created Thereby	Party to the Loan Documents and Holder of Liens and Encumbrances Created Thereby	Order of Priority
MHFA HRS Loan Documents	MHFA	First

City Loan Documents	City	Second

(b) Tax Credit Declaration. The parties hereto acknowledge that the Development is intended to receive the benefits of Low Income Housing Tax Credits (the "Credits") pursuant to Section 42 of the Internal Revenue Code ("Section 42") and that it is a condition of the receipt of the Credits that the Borrower file a Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits (the "Tax Credit Declaration") substantially in the form attached hereto as **Exhibit D.** MHFA and the [list other lenders] hereby consent to the terms of the Tax Credit Declaration as required by Section 2(c) of the Tax Credit Declaration and further agree that the Tax Credit Declaration is subordinate to each of their Loans and the related Loan Documents, except to the extent required by Section 9(d) of the Tax Credit Declaration (relating to the three-year vacancy control during the extended use period).

5. **Interpretation.** The parties hereto are entering into and executing this Agreement in order to establish the subordination and priority of the Loan Documents and any liens and/or encumbrances created thereby, and, accordingly, such parties hereby agree, understand, and acknowledge that the enforceability of this Agreement is not, and shall not be, restricted, limited, or impaired by the fact that not all of the parties hereto are signatories to each or any of the Loan Documents.

6. **Compliance with Rent Limitations.** Notwithstanding any provision to the contrary contained herein, the MHFA shall not authorize or require any rents to be imposed upon any tenants living in the Development that are inconsistent with any rents imposed by any provision in any of the Loan Documents.

7. **Control by Most Stringent Requirements.** Notwithstanding the order of priority and subordinations granted herein or any provisions to the contrary contained herein, the parties hereto agree that if there are any inconsistencies contained herein or in the Loan Documents, the most stringent provision shall control.

8. **Absence of Events of Default and Compliance with Closing Requirements.** Each party hereto states, represents, and warranties that as to each of its individual Loans, (i) such Loans have been duly closed, (ii) there are no Events of Default, or events that with the passage of time could constitute an Event of Default, currently existing with respect to any of its Loans, and (iii) all of its Loans are in good standing.

9. **Use of Insurance and Condemnation Proceeds.** Notwithstanding any provisions to the contrary contained herein or in any of the Loan Documents, the parties hereto agree that any and

all insurance and/or condemnation proceeds will be used first to repair or reinstate the Development. If there are any remaining proceeds, or if such amounts are insufficient to repair or reinstate the Development, or if the Development cannot be repaired or reinstated, then such proceeds shall be used to pay off the Loans in order of the priority of the Loan Documents specified herein.

10. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

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

IN WITNESS WHEREOF, the parties hereto have executed this Minnesota Housing Finance Agency Master Subordination Agreement and Estoppel Certificate on the date indicated immediately below their signatures.

BORROWER:

SIENNA GREEN II LIMITED PARTNERSHIP
a Minnesota limited partnership

By: SNELLING AVENUE LLC
a Colorado limited liability company
General Partner

By: ______________________________
Alan Arthur, as Chief Manager

Executed on the _____ day of ___________, 20 _____.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of ______________, 20___, by Alan Arthur, the Chief Manager of Snelling Avenue LLC, a Colorado limited liability company, General Partner of Sienna Green II Limited Partnership, a Minnesota limited partnership, on behalf of the limited liability company and limited partnership.

____
Notary Public

MHFA:

MINNESOTA HOUSING FINANCE AGENCY

By:____
Marcia A. Kolb, Assistant Commissioner,
Multifamily Business

Executed on the _______ day of ___________, 20 ______.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ______ day of ____________, 20___, by, Marcia A. Kolb, Assistant Commissioner, Multifamily Business of the Minnesota Housing Finance Agency, on behalf of the Agency.

____
Notary Public

CITY:

City of Roseville
a ___________________________________

By: _______________________________________

Its: _______________________________________

Executed on the _____ day of_____________, 20 _____.

STATE OF MINNESOTA)
) ss.
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this ___ day of _____________, 20____, by ____, the ___________________________________ of _________________________, a ___________________________, on behalf of the __________________________.

____
Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Minnesota Housing Finance Agency
400 Sibley Street, Suite 300
St. Paul, MN 55101-1998

Exhibit A

LEGAL DESCRIPTION

Exhibit B

MHFA HRS LOAN DOCUMENTS

1. That certain Minnesota Housing Finance Agency ____________________________ Program Combination Mortgage, Security Agreement, and Fixture Financing Statement executed and issued by ___________________________________, a _______________________________, as Mortgagor, to the Minnesota Housing Finance Agency, as Mortgagee, of even date with the document to which this exhibit is attached, securing the repayment of a loan from Mortgagee to Mortgagor in an original principal amount of ____ and No/100 Dollars ($____________________), which document will be recorded in the Office of the _________________________ in and for the County of _____________, State of Minnesota.

2. That certain Minnesota Housing Finance Agency ________________________ Rental Program Regulatory Agreement, of even date with the document to which this exhibit is attached, by and between _________________________________, a _____________________________, and the Minnesota Housing Finance Agency, and which will be filed in the Office of the ______________________ in and for the County of ___________________, State of Minnesota.

3. That certain Minnesota Housing Finance Agency ___________________ Program Assignment of Rents and Leases, of even date with the document to which this exhibit is attached, by and _____________________________________, a _______________________________, as Assignor, and the Minnesota Housing Finance Agency, as Assignee, which secures repayment of a mortgage loan in an original principal amount of ________________________________ and No/100 Dollars ($______________), and which will be filed in the Office of the ____________________ in and for the County of ______________, State of Minnesota.

4. The following additional Minnesota Housing Finance Agency _______________________ Program Loan Documents:

   a. Mortgage Loan Commitment;
   b. Borrower-Mortgage Certificate of Financial Interest or Family Relationships;
   c. Mortgage Note in an original principal amount of _____________________________ and No/100 Dollars ($___________________);
   d. Guaranty;
   g. Rent-Up Escrow Agreement;
   h. Working Capital Reserve and Escrow Account Agreement
   l. UCC-1 Financing Statement.

Exhibit C

CITY LOAN DOCUMENTS

Exhibit D

TAX CREDIT DECLARATION

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date:September 12, 2011
Item No.: 9.a

Department Approval | City Manager Approval

Item Description: Adopt an Ordinance, Chapter 311.03, Pawn Brokers related to the number of pawn brokers in the City

BACKGROUND

At its April 25, 2011, meeting the City Council rejected an applicant's request to operate a pawn shop as a Conditional Use. Prior to voting to reject the Conditional Use there was Council and public discussion surrounding pawn brokers and the potential impact on the community. Minutes from this discussion have been attached to this RCA.

The Police Department surveyed fifty-two other Minnesota cities and found eight limit the number of pawn brokers. Summary information accompanies the RCA.

This topic was scheduled for the City Council's August 22, 2011, meeting but was not discussed due to the length of the meeting.

POLICY OBJECTIVE

To limit the amount of licensed pawn brokers in Roseville to one (1). The City Attorney has drafted the updated ordinance which accompanies the RCA.

BUDGET IMPLICATIONS

There are no budgetary implications based on the proposed language.

STAFF RECOMMENDATION

It is recommended the Council adopt the proposed changes to Chapter 311.03 of the Roseville City Code as it relates to the number of licensed pawn brokers.

REQUESTED COUNCIL ACTION

It is recommended the Council adopt the proposed changes to Chapter 311.03 of the Roseville City Code as it relates to the number of licensed pawn brokers.

Prepared by: Rick Mathwig, Chief of Police
Attachments: A: Draft of Updated Ordinance, 311.03
B: Summary of minutes on Conditional Use from 4/25/11 Council meeting
C: Summary information of MN cities and pawn brokers

City of Roseville
ORDINANCE NO. ____________

AN ORDINANCE AMENDING TITLE THREE, SECTION 311.03 TO LIMIT THE NUMBER OF PAWN BROKER LICENSES IN THE CITY

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title Three, Section 311.03 of the Roseville City Code is hereby amended to read as follows:

311.03: LICENSE REQUIRED:
No person shall exercise, carry on or be engaged in the trade or business of pawnbroker or precious metal dealer within the City unless such person is currently licensed under this section to be a pawnbroker or precious metal dealer, respectively. <u>No more than one pawn broker license shall be issued by the City at any time and priority shall be given to qualified applicants for renewal of existing license.</u>

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this ______ day of __________________, 20_____.

Ordinance Amending 311.03 Limiting Number of Pawn Broker Licenses.

(SEAL)

CITY OF ROSEVILLE

BY: _________________________________
Daniel J. Roe, Mayor

ATTEST:

____
William J. Malinen, City Manager

Consider a Resolution Denying the Request by Yellow Dog Holdings, LLC for Approval of a Pawn Shop as a Conditional Use at 2057 Snelling Avenue

Community Development Director Patrick Trudgeon provided a brief summary of the request by Yellow Dog Holdings, LLC for approval of a pawn shop as a CONDITIONAL USE at 2057 Snelling Avenue, recommended for DENIAL by staff and unanimously by the Planning Commission at their April meeting. The request was detailed in the RCA dated April 25, 2011; and referenced attachments.

Mr. Trudgeon provided background of the 2008 application from the same applicant at a different location, approximately ¼ mile from the current proposed site; reviewed the public and City Council concerns, and subsequent findings for DENIAL of that 2008 application; and still deemed by staff to be applicable to this request. Mr. Trudgeon referenced those findings and additional research completed on the adverse impacts of pawn shops to neighborhoods. Mr. Trudgeon noted the City 's time spent during that previous review of pawn shops; and this proposed location essentially in the same area as the original 2008 application, making locational factors still relevant, with an even greater impact with the proximity even closer to an immediately adjacent residential neighborhood.

In reviewing this particular application and based on experience since pawn shops had begun operating in Roseville, Mr. Trudgeon advised that the Police Department estimated that 25% of the time of one police inspector was required for each pawn shop, and anticipated that that time commitment would only continue to grow. Mr. Trudgeon noted that the Pawn American located in Roseville had increased business by 13% over the last year, and assumptions were made that the growth would continue, requiring yet additional time commitments from the City's Police Department. Mr. Trudgeon noted the attendance of Police Chief Mathwig if the City Council desired additional details.

Mayor Roe identified the proposed resolution as Attachment F to the packet.

Upon Mayor Roe's review of the audience, it was determined that the applicant was not present at tonight's meeting.

Public Comment

Mayor Roe noted that the City Council had received public comment via e-mails sent to-date; staff comments and meeting minutes, including public testimony, heard at the Planning Commission meeting where this item was heard; as well as personal contacts of individual Councilmembers related to this issue. Taking those previous opportunities into consideration, Mayor Roe expressed the City Council's willingness to hear additional comments from those in attendance if they so desired; respectfully requesting that those comments be brief given the remaining agenda items yet to be heard. Mayor Roe encouraged representative speakers on behalf of similarly-minded groups as applicable.

Margaret (Peg) Kavanagh, 1715 W Eldridge Avenue

Ms. Kavanagh noted her attendance in 2008 when the previous Yellow Dog Pawn Shop request was considered. Ms. Kavanagh referenced data from a leading neighborhood realtor, Mr. Bill Tellen, related to negative perceptions and impacts to property values; in addition several objective studies she'd personally researched that still used qualitative data related to perception for property values and crime from predatory lenders and fringe banking institutions and declines in area neighborhoods.

Ms. Kavanagh encouraged the City Council to act on these findings and protect Roseville from fringe banking opportunists; and once and for all put a stop to nagging threats of another pawn shop locating in Roseville; opining that they were not harmless.

Ms. Kavanagh provided her website and study references to City Manager Malinen.

Kathryn Park, 2070 Midlothian

Ms. Park noted that she was also in attendance to confront this issue for the second time in three years; opining that this was not an appropriate location on Snelling Avenue for this type of business.

Ms. Park encouraged the City Council to consider an ordinance, modeled on that of the City of Bloomington and their related 2006/07 study, restricting pawn shops and additional safeguards through limiting pawn shops at one per 50,000 residents. Ms. Park also referenced similar research by the City of St. Louis Park and their research on the location of pawn shops. Ms. Park noted the negative impacts of current economics on housing market trends; opining that there was no need for those property values to receive an additional negative impact from locating a pawn shop adjacent to a residential neighborhood. Ms. Park noted the positive amenities of Roseville and reiterated her support for a population-based ordinance, also specifying that a pawn shop location could not be in close proximity to residential or other businesses.

Gary Grefenberg, 91 Mid Oaks Lane

Mr. Grefenberg emphasized that neighbors were concerned that the City Council address this issue now to avoid another proposal coming forward in another 2-3 years; and suggested the ordinance be modeled from those adopted by the City of Bloomington or the City of St. Louis Park. Mr. Grefenberg expressed his pride in neighbors doing research on other studies and other communities; and noted his personal concern with property values declining due to location of a pawn shop in the area. Mr. Grefenberg encouraged the City Council to deny the application, based on the findings outlined in the proposed ordinance that incorporated public comments heard at the most recent Planning Commission's Public Hearing, as well as that of three years ago; and represented joint efforts of staff and neighbors.

Willmus moved, Johnson seconded, adoption of Resolution No. 10895 (Attachment F) entitled, "A Resolution DENYING an Application to Approve a Pawn Shop as a Conditional Use at 2057 Snelling Avenue (PF11-005)."

Councilmember Johnson noted the ongoing and eminent threat to this neighborhood with the application coming back for the second time in three years; and personally offered his support and taking the initiative to represent the neighborhood in their efforts for a City ordinance addressing pawn shops in general.

Mayor Roe noted that the City's Police and Planning staff were already undertaking such an ordinance. Mayor Roe noted that the City Council was alerted to the need for such an ordinance in 2008 when the first application came forward; and apologized to the public as a city leader in not taking affirmative action to follow through before now.

Roll Call

Ayes: Willmus; McGehee; Johnson; and Roe.

Nays: None.

Mr. Trudgeon confirmed that staff and the City Attorney were currently addressing ordinance, as well as licensing, issues related to pawn shops; and anticipated coming to the City Council for their review and consideration in the near future.

Mayor Roe asked that staff address both quantity and zoning issues.

Mr. Trudgeon noted, if applications for such a land use were kept as a Conditional Use, amendment to the Zoning Code would be minor.

Mayor Roe asked that staff also look at other types of uses, such as adult uses, as part of this review.

Councilmember Johnson, in recognizing that staff was already working on such a revision, advised that he will not pursue this as a Councilmember-initiated item later in tonight's agenda.

Councilmember McGehee noted the specific reference in the City of Bloomington's ordinance that addressed proportions of the next populations segments.

Mayor Roe thanked staff and the public for their interest and participation in this issue.

Attachment C

Pawn Shops

City	No Limit	Limits	Restrictive Ordinance effectively barring pawn shops
ANDOVER		3	
ANOKA		2	
APPLE VALLEY			X
BLAINE		1	
BLOOMINGTON		1 per 50,000 pop. Per US Census	
BROOKLYN CENTER	NO		
BROOKLYN PARK	NO		
BURNSVILLE			X
CENTENNIAL LAKES	NO		
CHAMPLIN	NO		
COLUMBIA HEIGHTS	NO		
COON RAPIDS		2	
COTTAGE GROVE			X
CRYSTAL	NO		
DULUTH	NO		
EAGAN			X
EDEN PRAIRIE			X
EDINA			X
FARMINGTON	NO		
FOREST LAKE	NO		
FRIDLEY		2	
GOLDEN VALLEY			X
HASTINGS	NO		
HIBBING *			
INVER GROVE HEIGHTS	NO		
LINO LAKES			X
MAPLE GROVE			X
MAPLEWOOD		1	
MENDOTA HEIGHTS	NO		
MINNEAPOLIS	NO		
MINNETONKA			X
MOUNDS VIEW	NO		
NEW BRIGHTON	NO		
NEW HOPE *			
OAKDALE	NO		
PLYMOUTH			X
RAMSEY	NO		
RICHFIELD			X
ROBBINSDALE	NO		
ROCHESTER	NO		
ROSEMOUNT	NO		
ROSEVILLE	NO		
SOUTH ST.PAUL	NO		
SPRING LAKE PARK	NO		
ST. LOUIS PARK		2	
ST. ANTHONY	NO		
ST. CLOUD	NO		
ST. FRANCIS	NO		
ST.PAUL	NO		
STILLWATER	NO		
WAYZATA			X
WEST ST.PAUL	NO		
WOODBURY	NO		
53	30	8	13

*No ordinance addressing pawn shops

ROSEVILLE

REQUEST FOR CITY COUNCIL ACTION

DATE: **9/12/2011**
ITEM NO: 9.b

Department Approval	Agenda Section
P. Trudgeon	WJ Malinen

Item Description: Request to approve the Twin Lakes Sub-Area 1 Regulating Plan **(PROJ0017).**

1.0 UPDATE

1.1 At the July 18, 2011, City Council meeting the Council tabled action on the adoption of the Twin Lakes Regulating Plan due to a number of concerns, including how best to include/incorporate mitigations contained in the 2007 Alternative Urban Area Review (AUAR) specific designs for park connections, and the distances of build-to areas.

1.2 The need for the Regulating Plan is based on the need to better formalize the documents and visions that currently exist regarding Twin Lakes, namely the Twin Lakes AUAR and the Twin Lakes Urban Design Principles. Both of these documents have existed for years, but do not have any direct regulatory standing that can be enforced. By incorporating the relevant sections from the AUAR and the Design Principles into the Zoning Code, the City will be able to enforce the standards of those documents.

1.3 Specifically, the Regulating Map will implement the Urban Design Standards by showing building locations, establishing street frontage of buildings, identify public pedestrian connection and public spaces, emphasize minimum setbacks where appropriate as well as appropriately placed parking areas to mention a few. All of these standards identified in the Urban Design Standards are in the Twin Lakes Regulating Map.

1.4 Similarly, the Regulating Plan implements the AUAR mitigation efforts. The Plan does not institute all of the mitigation efforts outlined in the AUAR, as the Twin Lakes Overlay District is better suited to do that. However, the Regulating Plan ordinance does address three mitigation efforts. They are:

a. Mitigation Effort #6 which calls for a network of sidewalks, trails, pedestrian amenities, and wildlife corridors. As the City Council is aware, the plan shows this network throughout the Sub-Area 1;

b. Mitigation Effort #7 calls for park dedication to be considered to preserve native cover types, greenways, and wildlife corridors as well as the buffering of Langton Lake Park. The plan in front of you tonight shows areas of potential park dedication that would attain this goal;

c. Mitigation Effort #8 also calls for the preservation of native cover types whenever possible by identifying these areas as potential land to be incorporated into the park. The proposed Regulating Map shows the areas of native cover types being designated as potential park dedication areas.

1.5 It is staff's belief that the Twin Lakes Regulating Plan provides certainty to the City and its residents that the issues of design and mitigation efforts will be addressed, but will provide the developer (and the City) flexibility on how it is accomplished.

1.6 Since the Council meeting, the Planning Division has given consideration to whether the Regulating Plan or the Twin Lakes Overlay District (TLOD) ordinance is the appropriate document for including the AUAR mitigations. Since the purpose and intent of the overlay district states: "The AUAR identifies various environmental, roadway and utility improvements which are necessary in the Twin Lakes Redevelopment Area in order for the area to be redeveloped. The AUAR contains a mitigation plan which requires, among other things, the construction of roadway and utility improvements and environmental mitigation within the Twin Lakes Redevelopment Area", and includes a number of requirements and standards related to environmental protection, it has been determined that the overlay ordinance is the best location to include the mitigation requirements for the Twin lakes Redevelopment Area. A draft of the TLOD is currently being considered by the Planning Commission.

1.7 The Planning Division has reviewed the Twin Lakes AUAR, identifying the relevant mitigations and discusses below how they have been or should be addressed:

a. MITIGATIONS.

i. The City will encourage the development of a network of sidewalks, trails, pedestrian amenities, parks and open space in the Twin Lakes area to provide greenway/wildlife corridors and to encourage more pedestrian trips and fewer vehicles trips in the area.

Prior to the Zoning Ordinance change in 2010, the City had established pedestrian connections and connectivity as a key element of redevelopment plans. This is very evident in the Twin Lakes Urban Design Principles. It should be noted that there is an existing network of trails and sidewalks that have been installed as a component of recent public infrastructure improvements. However there still need to be a number of additional connections/corridors in our mind to satisfy this mitigation. Therefore the Planning Division and our Consultant for the Regulating Plan have created a number of connections to the park as well as a few corridors that can further achieve the mitigation of the AUAR. These corridors/connections are proposed for both humans and wildlife as there will be a green component within each.

ii. Any land dedication required as part of the City's park dedication requirements provide opportunities for conserving existing native land cover types, creating greenway/wildlife corridors through the AUAR area, and/or buffering Langton Lake Park. Cash in lieu of dedication should be used to purchase land located in the aforementioned areas and/or used to restore native, altered, or non-native cover types within the AUAR area or within Langton Lake Park to native cover types. It is noted that detailed natural resource management recommendations for Langton Lake Park are provided in the Roseville Parks Natural Resource Management Plan (2002).

Next, the Planning Division and Consultant have focused on park dedication as a means to address mitigations. The Planning Division believes that the park dedication requirement of the City Code can be used to address more than just "providing opportunities for conserving existing native land cover. Specifically, we are recommending that developers dedicate the corridors and/or connections as a component of their plat and/or development, which corridors/connections would be designed as both a wildlife greenway and pedestrian corridor/connection as sought in the mitigation. Further, the Regulating Plan incorporates a buffer area adjacent to the park, currently at 15 feet wide. This buffer could preserve the existing native vegetation, however there are a lot of plant species, such as buckthorn, that the AUAR seeks to remove. Another thought about park dedication that has been discussed is how to preserve large portions of the wooded areas that specifically lie at the northern portion of the Subarea 1 and east of the existing Twin Lakes IV building adjacent to the park. The proposed Regulating Plan indicates two preferred areas for dedication, which areas encompass the moderate quality oak forest discussed in the AUAR (see Regulating Plan, page 3).

iii. The City will require that projects converting native cover types to an altered cover type to mitigate the conversion by restoring native cover types within the AUAR area or in Langton Lake Park. This mitigation strategy can be implemented in conjunction with the land or cash dedication strategies listed [in AUAR] Mitigation Strategy 7.

*The Planning Division would suggest utilizing the proposed strategy as stated in **ii** above to address this mitigation.*

iv. The City will continue to follow the 2001 Twin Lakes Business Park Master Plan to mitigate the cumulative impacts of development within the AUAR area including, but not limited to, the ten broad planning principles listed below:

1. Create a buffer to protect and enhance the public enjoyment of Langton Lake

2. Protect the residential neighborhoods with less intrusive land uses

3. Create a livable environment with a mix of uses

4. Create compatibility between uses and building designs

5. Minimize the impact of commercial traffic onto residential streets; reduce congestion at main intersections

6. Clean up soil and groundwater pollution

7. Provide a range of quality jobs

8. Diversify the tax base

9. Provide a flexible land use plan

10. Located use in areas where they can best take advantage of necessary market forces

Regarding the above noted mitigations, the Regulating Plan as well as the City Code addresses 7 of them, while the proposed Twin Lakes Overlay District will address the other three.

1.8 Part of our process to address the comments/concerns raised at the July 18th City Council meeting was to contact the Minnesota Department of Natural Resources to find out information on what design details could be included in the Regulating Plan. The information received during this conversation concludes that paved multi-use, recreational paths with trees and grassy areas work well and that the pedestrian corridors being required are viable and acceptable components of a wildlife corridor network. Our discussion also confirmed that the general locations being sought are also appropriate because they contribute to making connections to Oasis Pond and the wetland areas near I-35W.

1.9 Another item that required an additional map/illustration was the build-to area the length of distance. The Planning Division worked with the Consultant to solidify the distances for the Greenway and Urban frontages. Page 3 of the Regulating Plan identifies the overall lineal distance, build-to length at each intersection and/or area, as well as provides a percentage for each block.

1.10 The last item that the Planning Division addressed is the details for landscaping within the pedestrian corridors/connections, specifically urban tolerant trees. The Division has contacted the University of Minnesota Extension Services and has worked with one of their foresters on selecting five tree species that are considered urban tolerant or capable of being planted in narrow areas and near multi-story buildings, like one might find in any number of downtown cities and/or along Grand Avenue in Saint Paul. The Division also discussed with them other landscape species/varieties such as perennials and shrubs that complement and work well in a similar environment.

1.11 The Planning Division will require through the Regulating Plan 1, 3 caliper inch, tree for every 20 lineal feet and 12, 5-gallon pot, shrubs, ornamental grasses, and/or perennials for every 30 lineal feet all within planting beds with wood mulch cover. The following plants are being recommended/suggested to developers, who will be responsible for designing the plan:

> Full sun/part shade shrubs (hydrangea, mockorange, ninebark, spirea, sumac), ornamental grasses, perennials (coneflower, daylilies, Russian sage, rudbeckia, sedum), and the following urban tolerant trees – red buckeye, green hawthorn, eastern red cedar, amur maackia, and Japanese tree lilac.

2.0 TWIN LAKES REGULATING PLAN

2.1 The Regulating Plan identifies six public connections and/or corridors linking to Langton Lake Park, which corridor/connections address pedestrian connections, wildlife corridors, and enhancement of the public realm. The Plan proposed dedication of all of the corridor/connections, which are as follows:

a. A 25 foot wide dedicated corridor/greenway along the south side of County Road C2, to provide pedestrian access to the Park, which corridor/greenway runs from Cleveland Avenue to the Park.

b. A 25 foot wide dedicated connection to be located on the west side of the Park and generally in the midblock of Mount Ridge Road from Iona Lane to County Road C2.

c. A 30 foot wide dedicated corridor/greenway generally in an east/west direction from Iona Lane and near and/or over the existing Metropolitan Council inceptor sanitary sewer easement. This corridor/greenway runs from Mount Ridge Road to Fairview Avenue.

d. A 25 foot wide dedicated connection/corridor generally at the intersection of Prior Avenue and Twin Lakes Parkway that extends north from the intersection to the park.

e. A 25 foot wide dedicated corridor/greenway generally over a public easement that runs north and south of Twin Lakes Parkway adjacent to or near the east side of Langton Lake Park.

f. A 25 foot dedicated connection/corridor located along the east side of the Park and in the general vicinity of the northern limits of the City owner property directly adjacent to the Hagen property and where Twin Lakes Boulevard will pass along the southeast corner of the Park.

2.2 The Regulating Plan also identifies other requirements as briefly described below:

a. **Greenway Frontage – Siting - Build-To Area:** The build-to areas for the Greenway Frontages are proposed at the following intersections: Iona Lane and Twin Lakes Parkway, along portions of the north and south sides of the pedestrian corridor that is to be dedicated near the Metropolitan Council sanitary sewer easement, Arthur Street at Twin Lakes Parkway, and Twin Lakes Parkway and the City owned storm pond at east side of park. This frontage requires at least 90% of the lineal build-to area to be occupied with the front façade of a building and buildings must be placed 0-25 feet from the property line, with the ground floor being placed within 10 feet of the corner. Any building taller than 2-stories is required to be stepped back a minimum of 8 feet. Greenway Frontage properties are allowed to develop 85% of the property.

b. **Urban Frontage – Siting – Build-To Area:** The build-to areas for the Urban Frontages are proposed at the following intersections: County Road C2 and Mount Ridge Road – at the northwest corner, Cleveland Avenue and Iona Lane - both the northeast and southeast corners, Iona Lane and Mount Ridge Road – northwest corner, Cleveland Avenue and Twin Lakes Parkway – both the northeast and southeast corners, Twin Lakes Parkway and Mount Ridge Road – both the northwest and northeast corners, Cleveland Avenue and County Road C – northeast corner, Fairview Avenue and the future Twin Lakes Parkway – both the northwest and southwest corners, at the future pedestrian corridor as it intersects with Fairview Avenue, and at County Road C and Fairview Avenue in the northwest corner. An Urban Frontage is also being required adjacent to the Iona Pedestrian Corridor where it would connect with Fairview Avenue. This frontage requires at least 50% of the lineal build-to area to be occupied with the front façade of a building and buildings must be placed 0-25 feet from the property line. If a building does not occupy the build-to area, the parking lot must include landscaping approved by the Community Development Department. Urban Frontage sites are allowed to develop 85% of the property.

c. **Flexible Frontage – Siting - Build-To Area:** All other frontages are to be labeled as Flexible Frontage including the frontage adjacent to the pedestrian corridor's connection with Iona Lane and for all areas located between the a Greenway and Urban Frontage. This frontage allows for buildings to be placed anywhere within the parcel, however, it is preferred that the building meet the build-to area and be placed within 0-25 feet of a property line. Maximum lot coverage will be 85% and undeveloped/open space areas in front of building shall be designed as a semi-public space.

d. **Park Buffer.** Following the Planning Commission meeting of July 6, 2011, the Planning Division and Consultant discussed some of the comments received from citizens and Commissioners, where it was decided to make the build-to area a buffer and restrict development with a 15 foot wide setback. This buffer has now been placed along the west and south sides and portions of the east side of Langton Lake Park and is consistent with the AUAR mitigation of requiring/creating a buffer for the park.

e. **Parking -** Where buildings are placed further back and not within build-to area and parking is placed in front of building, landscape will be required and/or vertical screen will be required as approved by the Community Development Department.

f. **Height and Elements – Urban Frontage/Greenway/Flexible.** This requirement aligns with the Zoning Ordinance, directing individuals to the Use Chart and has no height limitation, which is consistent with the CMU District. This section speaks to the composition of a building which addresses the front property line. There is prohibition of blank walls exceeding 30 feet and that primary facades (facades fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments by stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures. For Greenway Frontage there is a requirement that buildings be stepped-back after the second story.

g. **Landscaping.** In addition to the landscaping requirements of Section 1011.03 of the City Code, the Urban, Greenway, and Flexible Frontages are required to install one tree for every 30 lineal feet of property. In Flexible frontage there need to be foundation plantings adjacent to a vertical screen and where parking is placed within the build-to area a vertical screen at least 36 inches tall shall be approved by the Community Development Department.

2.3 As it pertains to the existing Design Standards articulated in Section 1005.02 of the Zoning Ordinance, there are two that require slight modifications in order to better align with the Regulating Plan and realities of site development. Specifically, we do not anticipate that the developments in Twin Lakes will have entrance orientation adjacent to all street frontages, nor do we believe it is in the City's best interest to require such a design because not all uses allowed in Twin Lakes are conducive to a public entry on more than one side of the building. The proposed modification is as follows:

- **Entrance Orientation: Where appropriate and applicable** ~~P~~primary building entrances shall be oriented to the primary abutting public street. ~~The entrance must have a functional door.~~ Additional entrances may be oriented to a secondary street or parking area. Entrances shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features.

2.4 The next Standard that should be slightly modified would be Garage Door and Loading Docks. Here, there would be a requirement of screen walls along the public street frontages so as to frame the public realm much like a building might. It is a more aesthetic way to screen the rear of these uses and buildings so that trucks, docks and other devices such as compactors and refuse areas do not compromise the public's interest and investment. The proposed modification is as follows:

- **Garages Doors and Loading Docks:** Loading docks, **refuse, recyclables, and/or compactors** shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front. **Where loading docks, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.**

3.0 PLANNING COMMISSION ACTION

3.1 At the continuation of the public hearing on July 6, 2011, the Planning Commission sought additional comments from citizen regarding the revised Twin Lakes Regulating Plan proposal presented by Staff and the Consultant. Two citizens spoke regarding the Plan; Ms. Amy Ihlan and Ms. Annett Phillips. Ms. Ihlan addressed the Commission indicating a concern about the lack of public input into the process, environmental impacts, buffering Langton Lake Park and surrounding neighborhoods, parking, green space/open space, and Twin Lakes Parkway connection to Fairview. Ms. Phillips addressed the Commission questioning why a urban plan was being proposed for this particular tract of land and concerns about the Twin Lakes Parkway connection to Fairview Avenue (see PC Draft Minutes).

3.2 Commissioners did have questions of the City Planner and Consultant (Michael Lamb) regarding the citizens concerns and other items regarding the proposed plan.

3.3 The Planning Commission voted (4-1) to recommend approval of the Twin Lakes Regulating Plan and subsequent zoning ordinance changes as presented by staff and the consultant on July 6, 2011.

4.0 SUGGESTED CITY COUNCIL ACTION

The Planning Division has incorporated the Regulating Plan into the **ORDINANCE AMENDMENT** document to minimize confusion regarding what is being approved. The Plan as submitted to the City Council on August 22, 2011 is the exact same document as the proposed **ORDINANCE AMENDMENT** document. However the Regulating Plan illustration document is an attachment to the Resolution.

4.1 **Adopt a Resolution Approving the Twin Lakes Sub Area-1 Regulating Plan**

4.2 **Adopt an Ordinance Amending Section 1005.07 (Community Mixed Use District) of the City Code to Incorporate the Twin Lakes Sub Area-1 Regulating Plan**

4.3 **Approve an ordinance summary for publication in the Roseville Review.**

Prepared by: **City Planner Thomas Paschke**

Attachments:
- A: July 18 CC Minutes
- B: July 6, PC Minutes
- C: Councilmember McGehee Items
- D: Resolution and Regulating Plan attachment
- E: Amended Zoning Ordinance
- F: Ordinance Summary
- G: Mayor Roe’s Email

Minutes Extract from of City Council Meeting, July 18, 2011

15. Business Items (Action Items)

a. Consider a Resolution Approving Twin Lakes Sub-Area 1 Regulating Plan; and Consider an Ordinance Amending Text in the City Code pertaining to the Regulating Plan

City Planner Thomas Paschke provided opening comments related to the request before the City Council to approve the Twin Lakes Sub-Area 1 Regulating Plan (PFOJ0017); as detailed in the Request for Council Action (RCA) dated July 18, 2011 and attachments as included and referenced. A revised draft resolution (Attachment E) was provided as a bench handout, ***attached hereto and made a part hereof,*** incorporating additional recommendations of the City Attorney and other minor corrections.

Mr. Paschke introduced Consultant Michael Lamb with Cuningham Group for the presentation of the proposed Regulating Plan.

Mr. Lamb presented a schedule of the Plan and Regulating Map to-date; various versions prior to this current iteration; the three (3) proposed frontages and various examples of each of those typical frontage scenarios. Mr. Lamb noted that the primary focus of the Regulating Plan was to provide future development with the ability to connect into the existing Langton Lake Park and Lake as an amenity of the area and addressing those public connections to the park and lake in relationship to the Regulating Plan. Mr. Lamb noted existing and unauthorized trail connections from adjoining private properties already making connections to Langton Lake Park; indicating the popularity of this resource and amenity, and providing the importance of preserving those connections to the amenity, while recognizing it as a potential development too. Mr. Lamb noted the pre-1900 Heritage Trail site on the south side of Langton Lake (Schacht Smokehouse)

At the request of Councilmember McGehee, Mr. Lamb addressed the relationship of the Regulating Map to AUAR thresholds, with the AUAR referencing thresholds that dictate some uses and footages in the area for existing rights-of-way and easements, as well as park land within the Twin Lakes Redevelopment Area. Mr. Lamb noted that parcels, utilities, and buildings were addressed in the overlay for the extent of Sub-Area 1 in this Regulating Plan area, with Sub-Area 2 east of Fairview and not addressed as part of this Plan.

Councilmember Pust noted the amount of time spent on this project to-date; and various iterations of the map, and lack of those previous iterations in tonight's presentation. Councilmember Pust opined that the map being presented tonight was vastly different than the map presented at the May 26, 2011 Community Meeting.

Mr. Lamb advised that the map entitled Version 1 was the earlier version presented at the open house.

Councilmember Pust advised that she was referencing the greenways showing the park as an amenity and green space drawn into that park and correspondingly keeping development form eating up that green space.

Mr. Lamb advised that V.2 of the Regulating Map provided a specific overlay that met the Metropolitan Council's easement; and those three (3) locations in combination with the three (3) dashed circles indicated where public connections were needed into Langton Lake Park.

Councilmember Pust questioned the greenway onto Prior.

Mr. Lamb advised that during the public vetting process and subsequent meetings with land owners, it had morphed into the area requiring a connection (Letter C on V. 3 map) corresponding with the greenway frontage defining that connection to Langton Lake Park.

Councilmember Pust, in her review of the proposed minimum connections addressed in page 7 of the RCA, didn't reflect her understanding of the original proposal to provide ways to allow the public and community to have access to that asset. Councilmember Pust opined that this provides apparent connections from private development to the park, but doesn't add to the public asset. While not attempting to be negative, Councilmember Pust opined that it appears that the City has compromised away the intent of the project; and questioned what value added this now has to the City, when parking was allowed up to the build-to line for flexible frontage properties and even buildings up to that edge and surrounded with parking. Councilmember Pust opined that this was not in the first plan; and her understanding of what was trying to be accomplished and why this concept was being considered, to keep a sea of asphalt from the park. Councilmember Pust opined that it was also her understanding that the public liked that original plan; and questioned how much of this change has been weighted to the public versus private business.

Mr. Lamb advised that he felt strongly that this Regulating Plan as presented tonight provided very specific public connectivity and public access from private parcels from all directions; and it was the attempt to define more flexibility with delivery than drawing a hard line. Mr. Lamb noted minimum 25' setback requirements and rights-of-way issues; while allowing that all access points be maintained as public access, and those connections clearly identified and defined.

Mayor Roe sought clarification in reviewing the Map and definitions, of connections from public rights-of-way or street through private properties; not just as described from a particular private property, but through a public point to the park.

Mr. Lamb referenced page 7 as the attempt to indicate those required connections.

Councilmember Pust questioned where it was defined that a greenway was required, or simply a visible connection point drawing the public in; and while recognizing that descriptions were limited; she couldn't see how the City could regulate a developer from an intent different from that of the City in retaining that green space and public connection. Councilmember Pust used the outdoor market area at the recently-renovated Rainbow Foods at the corner of Larpenteur and Fernwood Avenues as an example of a potential development and use of a structure and public connection on an asphalt parking lot, yet accessible for the public. Councilmember Pust opined that her overall concern is that it feels like the City has compromised so much and why bother if everything is going to be flexible, as long as a fence screened the property; and questioned why a plan was needed and what was actually changed.

Mr. Lamb noted page 7 of the RCA defined public connections and the relationship of build-to areas and public connections being addressed by the Regulating Plan;

suggesting that physical form is defined by buildings in public space; once that public connection is provided.

Councilmember Pust questioned, however if that public connection had to be green.

Mr. Lamb advised that specifications by the City anticipated that it would be green, landscaped, with trees planted; however, greenway was a broad term and would need to be worked out during the landscape process.

Mr. Paschke advised that it was envisioned that the Parks and Recreation would determine what the connection should be with the plan created by staff for pathway connections; type of pathway construction; trees; landscaping; and how that corridor connection was determined.

Mayor Roe questioned if parking was allowed within that area; with Mr. Paschke responding negatively.

Councilmember McGehee concurred with Councilmember Pust; that this was not a green plan and provided nothing new; and in fact, opined that the Master Plan provided a better plan in terms of impervious surface, with more regulation, rather than relying on verbal authority versus the vision the public wanted. Councilmember McGehee noted the vigorous discussion at the Planning Commission level on the build-to line; and questioned whether this Plan represented what residents really wanted. Councilmember McGehee opined that Langton Lake was a wonderful amenity and that the proposed greenways were not spelled out well enough; and questioned what access Mr. Lamb had to the AUAR during this process.

Mr. Lamb noted that he was aware of the limit of allowable square footage as defined by the AUAR, and that it had been a reference document throughout the process, and provided broad linear frontages for the entire area. Mr. Lamb addressed multiple story structures and their relationship to frontages that could or could not be delivered; with the Plan focused more on the defined physical relationship with the lake and building lots to accommodate connections around Langton Lake.

Councilmember McGehee opined that without height restrictions in this area, it could look like downtown Chicago with the proposed frontages. Councilmember McGehee noted that there is a greenway throughout the entire area, but focused all right around the Lake, and questioned where the connectivity was along County Road C in the vicinity of the medical building and adjacent parcels. Since County Road C is considered the City's Gateway, Councilmember McGehee suggested a nice path along that boulevard, but questioned how to get there. Councilmember McGehee questioned how the proposed boulevard area between the build-to line could accommodate a healthy tree; and questioned where green space improvements were evidenced.

Mr. Lamb noted that Prior and Arthur had portions of sidewalk on both sides; but how to connect with the existing network was still pending; along with Twin Lakes Parkway, the east side of Mount Ridge; and other existing public amenities that do not currently connect to the Lake itself. Mr. Lamb noted that one feature of the Regulating Plan at this time is how to take existing pathways and connect them to Langton Lake.

Councilmember Pust questioned the accuracy of Area A on the Regulating Map, designated as greenway in relationship to Areas C and D, unless at the corner of Arthur and Iona; opining that it appeared that urban frontage was held on a few corners, with flexible frontage ringing most parcels, depending on their ownership; an questioned how the percentage of flexible versus urban frontage was determined. Councilmember Pust opined that it would appear that a business owner could put their structure on 85% of their lot and still meet that regulation.

Mayor Roe rephrased the concern in how the greenway and/or urban frontage was enforced, and where the transition point was or who determined where that line was.

Mr. Lamb noted, on the first u-shaped building on Iona or the first parcel, there was the ability to place both corners at urban frontages, or stretch it out and shorten those bays.

Mayor Roe questioned if urban frontage was indicated along a particular parcel, what the length of that line would be from an enforcement perspective; opining that it would appear to open up to endless arguments with developers.

Mr. Lamb noted that there were no dimensions on the Plan, but that they could be scaled at the City's discretion.

Mayor Roe asked City Planner Paschke how staff would know where the distinction was at between frontages on one particular parcel.

Mr. Paschke advised that the City would be working from a larger-scale map, with different layers through the GIS database within Ramsey County's property information, which would clearly define right-of-way widths, and widths, depths and square footages of lots. Mr. Paschke opined that he didn't see this Regulating Map acting any differently; and that it would clearly provide build-to areas and their widths; the width for greenway frontages; and the length of the lines for various frontages; with it becoming the Official Map; not the one used in this size format for discussion purposes.

Mayor Roe noted the need for a reference in code for such a document to address developer questions. Mayor Roe noted Attachment F (ordinance language), line 249, referenced a section that is currently blank and needing to be filled in before adopting the ordinance; and suggested that was the City's landscape section of the zoning code.

Councilmember Pust noted a similar blank at line 203 of the document.

Mr. Paschke advised that it was referencing Section 5 within this ordinance.

Mayor Roe suggested, with concurrence by Councilmember Pust, a more clear reference for internal purposes and defining specific for staff enforcement and to avoid potential issues in the future.

Councilmember McGehee reiterated her concerns with build-to lines and sufficient space for trees or how plantings would be defined and regulated.

Mayor Roe suggested refocusing on how all the pieces fit together, with the AUAR based on square footage limits or other factors on each lot; and the reality if a particular parcel designated a frontage area, at least some portion of the building had to be in that frontage; limiting the type of building. Mayor Roe questioned if that was how this all fit together for regulation, with the 85% coverage limitation defined within those frontages limiting what else could be done on that particular parcel.

Mr. Lamb concurred to a certain extent; however, he noted that every square foot had not been pinpointed, but based on feedback received to-date, the attempt had been made to hang onto the public realm opportunities that were most important to allow access and connection to Langton Lake Park; to define building frontages and restrict development on those parcels immediately adjacent to the park and lake; then to allow more flexibility the further out the parcels went and around the outer perimeter of the Twin Lakes Redevelopment Area. Mr. Lamb noted that storm water management requirements would also serve to regulate development and flexibility.

Councilmember Pust questioned if the legal obligation of the AUAR was to create more green space; and if so, was that being accomplished.

Mr. Paschke advised that the AUAR talked about a number of required mitigations, such as a buffer area for the park and certain woodland species of trees; but that it didn't go so far as to define certain percentages of open space.

Councilmember Pust questioned if this Plan created more buffer space that required by the AUAR.

Mr. Paschke responded negatively; noting that the AUAR stood alone and judged every individual development.

Councilmember Pust questioned how developers would be required to provide additional buffering; and if that would be built into the design of any adopted Plan and legal requirements to build more buffering around the lake.

Mr. Paschke advised that each development would be reviewed separately, in relationship with the AUAR and other City Code requirements.

Mr. Lamb advised that the development review process would be taken into consideration one site and parcel at a time; and additional buffering had been shown in Diagram 1; however, he didn't characterize the Regulating Map as anything other than a development tool.

In follow-up to Mayor Roe's question related to urban versus flexible frontages, she used the example at Rainbow Foods at Larpenteur and Fernwood again, and the structure in the parking lot; and if and how a similar structure could meet urban frontage requirements to put a building/parking lot anywhere a developer chose.

Mr. Lamb noted that it was a good question of whether a non-enclosed structure would meet urban frontage requirements.

Councilmember Pust suggested more thought needed to be given to that and similar examples.

Mayor Roe asked that this discussion be continued to a future meeting to get to remaining agenda items.

Councilmember Willmus opined that before moving forward, the City Council needed to receive more definitive detail for how the pedestrian corridor would be made up, based on the comments and concerns addressed by Councilmembers Pust and McGehee; specifically looking at pedestrian corridors and build-to areas adjacent to them. Councilmember Willmus further opined that, if he were a property owner in the Twin Lakes area, he would prefer to use the zoning code and comprehensive plan as his regulating documents. Councilmember Willmus opined that the prior plan was extensively urban frontage. Councilmember Willmus noted that he does not like urban frontage and that this plan is an improvement. Councilmember Willmus suggested that, if a plan was needed to guide development, more work was needed or the City needed to step back completely.

Councilmember Johnson questioned if he could share in such an option; however, he noted when meeting with the Planning Commission recently, Chair Boerigter had brought up to the City Council his concern in how the Regulating Map looked at that time and how it may restrict some developers or detract from an already tight development market. Councilmember Johnson opined that he viewed these changes as being more adaptable to different types of development scenarios, which may not be a bad thing. Councilmember Johnson concurred with Councilmembers Pust and McGehee on the apparent ambiguity of connectivity and green space; and his preference to not give up anything until he saw more green components illustrated. Councilmember Johnson recognized Mr. Lamb's comments that green components became less important farther from the lake; however, he supported a stronger green component in every development; while noting the need to rely on the expertise of the Parks and Recreation Commission in their oversight of development as it related to park dedication through land or fees.

Mayor Roe echoed the comments of Councilmember Johnson; and the need to better define the landscape and to determine what is or is not acceptable in greenway corridors. While understanding that it states a development has to be developed to City standards, Mayor Roe opined that he wanted to see as much included as possible. Mayor Roe recognized the urgency of staff in getting zoning in place for land use and development in the Twin Lakes Area in order to move development forward, he noted the need to further define it and have more discussion. Mayor Roe suggested that Councilmembers provide their questions and comments to staff at their earliest convenience to allow staff to respond to them with their next update before the City Council.

Mr. Paschke concurred, noting that the more information provided to staff, the more could be taken into consideration. Mr. Paschke noted that consensus was the key, and advised that staff didn't' want to make numerous changes without that consensus, and the ultimate goal of a plan suitable for adoption.

Mayor Roe asked that staff review the questions/comments of individual Councilmembers and report back to the full council to determine if they should be incorporated or not.

From a technical basis, Mayor Roe questioned City Attorney Gaughan on what extent the City Council could change the document before it went back to the Planning Commission for a Public Hearing.

City Attorney Gaughan's legal conclusion was that the document could not be significantly changed without reverting back through the Planning Commission process.

Mayor Roe thanked staff and Mr. Lamb for their work today; opining that tonight's discussion was not saying the document was not a good one.

EXTRACT OF THE JULY 6 ROSEVILLE PLANNING COMMISSION MEETING MINUTES

1. Public Hearings

Chair Boerigter reviewed the purpose and process for public hearings held before the Planning Commission.

a. <u>PROJECT FILE 0017</u>

Request by the Community Development Department to establish a regulating plan for the Twin Lakes Redevelopment Area as required by the City Code

Chair Boerigter opened the Public Hearing at 6:33 p.m.

City Planner Thomas Paschke briefly advised that the Regulating Map and Plan for the Twin lakes Redevelopment Area had been further revised (DRAFT dated June 30, 2011) for review and consideration at tonight's meeting. Mr. Paschke noted that these further revisions were staff's recommendations for less restrictive regulations for the Map and Plan, and were a direct result of public and Commissioner comment at the Public Hearing held at the Special Planning Commission on July 15, 2011; and subsequent meetings with Twin Lakes property owners.

For the record, Mr. Paschke noted the receipt of written comments, in opposition, dated July 6, 2011 from Attorney John Paul Martin, with the firm of Martin & Squires, P. A., Attorney of Record for Dorso Building Company, owner of the parcel at 2814 N Cleveland Avenue; ***attached hereto and made a part hereof.*** Mr. Paschke noted that this was in addition to the June 30, 2011 letter from this law firm for Dorso that had been included in the meeting agenda packet materials.

Mr. Paschke introduced Michael Lamb of The Cuningham Group to review the Twin Lakes Urban Standards (Draft 6/30/11) in more detail.

Michael Lamb, Cuningham Group

Mr. Lamb provided a review of the Regulating Map, as revised, and the proposed locations of Greenway, Urban and Flexible Frontages, and rationale for edits and modifications following further discussion with commercial property owners in the Twin Lakes Redevelopment Area, and their concerns with the proposed Map and Plan being too restrictive, thereby thwarting the successful marketing and/or redevelopment of their properties. Mr. Lamb noted that the most significant relaxation of the proposed design standards involved the build-to line along County Road C-2, and was based on certain soil conditions. However, Mr. Lamb advised the previously-addressed locations requiring public connection to Langton Lake Park were still in place, but there was less specificity to an exact location for that connection. Mr. Lamb noted that the most visible or prominent corners retained required public and pedestrian connections while allowing more flexible frontages (e.g. Fairview, Iona, Cleveland, and Twin Lakes Parkway) where applicable.

Mr. Lamb reviewed the specifics for each of the three (3) Frontages, and applicable revisions, as detailed in the Request for Planning Commission Action dated July 6, 2011. Mr. Lamb provided illustrative examples of the various frontages, addressing vertical and/or landscape screening for setbacks and parking, depending on the actual siting of buildings as development occurs.

Mr. Lamb emphasized the need to continue to facilitate the public realm connections to Langton Lake along County Road C-2, east and west of the Lake, and the Iona Corridor/Greenway, while allowing flexibility on the Metropolitan Council's easement. On Page 7 of the revised Plan, Mr. Lamb reviewed details of the proposed public realm connections and how they would work with building relationship and specifications of each. Mr. Lamb noted that the Langton Lake connection on the east is a pedestrian pathway, and was proposed to occur on public property, and would not be imposed over private property.

Mr. Lamb and Mr. Paschke addressed comments and questions of the Commission at this time.

Questions of Commissioners

At the request of Member Cook, Mr. Lamb noted that the Metropolitan Council's interceptor easement was an existing easement that the Plan attempted to take advantage of in connecting to Langton Lake Park, not through a neighborhood.

Member Strohmeier asked for the rationale in changing frontage classification at County Road C-2 and Cleveland Avenue from Greenway to Flexible to address soil conditions and potential geotechnical improvements/costs (Section 2.2 of the report).

Mr. Lamb advised that there were fairly significant soil condition concerns at the northwest corner of County Road C-2 and Cleveland; and by extending the Urban Frontage along County Road C-2 that allowed greater flexibility for the build-to lines in an attempt to accommodate that potential concern.

Member Strohmeier noted that the Greenway Frontage was the most regulatory of the three (3) frontage options; and questioned how making those dictates more flexible would address soil concerns.

Mr. Lamb advised that the corridor was still dictated by the Regulating Map, but it suggested the Flexible Frontage on County Road C-2 to address those soil conditions. Mr. Lamb advised that, at the discretion of the Commission, the area could revert back to Greenway; however, this was staff's attempt to address the feedback from commercial property owners; and would still encourage a pedestrian connection fronted by a building as opposed to other areas of the Lake.

Member Strohmeier questioned the evolution from the Roseville Comprehensive Plan approved in 2001 to this proposed Regulating Map and Plan, opining that based on his extensive research on the timeframe to-date, the proposal for this extensive zoning map with build-to lines and three (3) frontages.

Mr. Paschke responded that the Comprehensive Plan didn't specify what would occur on any property, simply guided it in a general sense. Mr. Paschke noted that, when the Comprehensive Plan was developed in 2009, it designated Community/Mixed Use for the Twin Lakes Redevelopment Area, followed through when the 2010 Zoning Ordinance was adopted, stipulating that a Regulating Map be created to guide that area. Mr. Paschke noted that this Regulating Map and Plan attempted to combine all those into one document, as well as including the *Imagine Roseville 2025* community visioning process, and previous Twin Lakes Redevelopment Area's Urban Design Principles.

Member Strohmeier questioned if he could be assured that all environmental concerns were taken care of, or their status.

Mr. Paschke advised that all environmental concerns had not yet been addressed; and that as properties develop, they would be subject to a Phase I or Phase II environmental review, and if soils were determined to need remediation, it would need to be done, similar to requirements for the City, when they had done the infrastructure improvements for the development. Mr. Paschke noted that there were dollars to assist those developments depending on the level of contamination found, and with City Council approval.

Member Lester referenced the June 30, 2011 letter from Martin & Squires, page 2, alleging that the proposed regulatory structure was being unequally, arbitrarily and capriciously applied; and that the City was using disparate treatment of owners within the development area. Member Lester sought staff comment on whether they had considered all property owners comments, and whether there was any special treatment.

Mr. Paschke advise that staff had listened to the concerns of all property owners participating in the various discussions, and based on soil conditions at County Road C-2 and Cleveland Avenue, had attempted to address some of those concerns and issues. Mr. Paschke noted that some issues and concerns could be addressed, but others could not be, but opined that this did not indicate special treatment. Mr. Paschke noted that the concerns of the property owner at County Road C-2 and Cleveland was concerned that the previous frontage requirements would require them to site a building on a former swamp, and the recommended revised Map and Plan allowed greater flexibility on that site to realistically facilitate future development. Mr. Paschke noted that the entire area was available for potential build out in this redevelopment area, with some properties required to do more remediation than others as the property developed; however, he opined that if some of those property owners were of the opinion that the City was providing arbitrary approval, it was not justified and was simply the existing condition of their particular property.

Member Lester questioned who would be responsible for development of the special corridors.

Mr. Paschke advised that, as part of any future development plan, a developer would be required to dedicate that portion of their property and include it as part of their development project, providing trail connections to Langton Lake Park to create a public realm as suggested in the Plan.

Member Lester requested the intent of the corridor in Area B of the Regulating Map.

Mr. Paschke noted the revised dashed line from the previous fixed line, located over the sixty foot (60') wide Metropolitan Council's Interceptor Easement and how best to develop adjacent properties. Mr. Paschke noted that those issues and concerns were related to how a fixed point intersecting with Iona Lane and Mount Ridge Road may not be as feasible or prudent as one possibly needed in a different location in order to line up with the intersection, depending on what type of development occurred at that location.

Member Boguszewski, in his comparison of the June 15 DRAFT Regulating Map and Plan with the June 30 DRAFT, opined that it appeared the majority of the proposed revisions recommended by staff provided less strictness, and appeared to address the majority of previously-stated concerns of developers and/or property owners and their perception of overly restrictive frontage requirements. Mr. Boguszewski noted that, if the Plan and Map were approved at this time, modifications could be made in the future whether for commercial or residential use, similar to other City Code amendments for addressing specific development projects.

Member Strohmeier, in his review of numerous documents, expressed his concern in the apparent lack of open space, and a sufficient buffer zone for Langton Lake Park; noting that in his review of the Twin Lakes Redevelopment Area, those were major concerns in the documents he'd already referenced, in addition to the AUAR. Member Strohmeier questioned how the Regulating Map reflected that and the efforts made to address those major concerns.

Related to sufficient buffering for Langton Lake Park, Mr. Paschke advised that, from staff's perspective, the proposed setbacks could achieve greater buffering around through requiring certain dedications to provide connections, while not attempting to limit a property owner from developing their private property, which staff didn't feel was appropriate or warranted.

Regarding open space, Mr. Paschke noted that this is between 80-90% an Urban Development, and was fairly in keeping with how things have been proposed to-date in Roseville, and discussions over many years on the community's vision for the area related to setbacks and other improvements on private property not listed in the specific regulations of the Regulating Map and Plan. Mr. Paschke advised that this document was an attempt, cooperatively with other City Code requirements already in place, to be cognizant of current market trends for developers and property owners in the Twin Lakes Redevelopment Area. Mr. Paschke noted that the numerous storm water management requirements and options for developers to consider would provide substantial green space; and that staff was not suggesting more green space requirements in an urban development area.

Public Comment

Amy Ihlan, 1776 Stanbridge Avenue, resident northeast of the Regulating Map area

Ms. Ihlan requested that her comments and notes, as verbalized at tonight's meeting, be allowed into the public record upon her submission of them to the Commission in written format at a later date.

Chair Boerigter duly noted her request.

Lack of Public Input

Ms. Ihlan expressed concern with the lack of public input received to-date from residents in surrounding neighborhoods, while having received significant input from commercial landowners in the Twin Lakes Redevelopment Area. In her discussions with residents in the area, and her knowledge of neighborhood interest for this Plan, she opined that the neighbors area aware of the Plan Map being presented at tonight's meeting. With respect to proposals, Ms. Ihlan noted the pedestrian walkway that would intersect with backyard residential properties along County Road C-2 and impacts to those residential neighborhoods. Ms. Ihlan opined that she knew those residents had concerns and would desire to provide input. Ms. Ihlan urged the Commission and staff to think about additional ways to bring residential property owners into the discussion, not just commercial property owners. Ms. Ihlan noted that residential property values area tied to amenities of Langton Lake Park, and those property values were also impacted by traffic in the Twin Lakes Area, both issues of great neighborhood concern. Ms. Ihlan requested that those people be brought to the table.

Environmental Impacts

From her neighborhood perspective, as well as her former service as a City Councilmember, Ms. Ihlan noted that past controversy and litigation on environmental review. Ms. Ihlan opined that the proposed Regulating Plan did not reflect all of that previous environmental analysis and mitigations, especially for wildlife habitat and the four (4) adjacent Oak forests to Langton Lake Park, some of which were on private property. In the most recent 2007 AUAR and requirements for that mitigation, Ms. Ihlan opined that there needed to be open space dedication in the future for those areas, and creation and restoration of wildlife habitat corridors in that area. Ms. Ihlan expressed her concern that there was no dedication indicated to meet those mitigation requirements, and that there was nothing stipulated in the Zoning Code either.

Buffering for Langton Lake Park and Surrounding Neighborhoods

Ms. Ihlan opined that the AUAR and current Comprehensive Plan provided for appropriate buffers, boundaries and transitions between Twin Lakes and those residential areas. However in the Zoning Text and Map, Ms. Ihlan opined that it appeared that the existing buffers were being decreased from current undeveloped properties, an example being with the proposed public access points to the Park. Ms. Ihlan noted the fragile wooded buffer along the south edge of the Park, and questioned if the proposed access points to the south would change in that environment, or preserve the wildlife habitat and natural amenity.

Parking

Ms. Ihlan noted the location as close as five feet (5') from the boundary of the Park, noting that the screening requirements appeared to be more flexible, and opined that it seemed inconsistent to increase or protect the buffer.

Ms. Ihlan opined that the Twin Lakes Parkway connection to Fairview Avenue would remove the existing barrier to drive-through traffic off I-35W into a residential neighborhood, and would seem to decrease rather than increase the buffer.

Green Space/Open Space

Ms. Ihlan noted that previous zoning designation of the Twin Lakes Redevelopment Area (B-6) and required minimum green space of 25%; opining that the proposed Plan appeared to be moving to 90% development or coverage on all the sites in this area. Ms. Ihlan requested that the Commission consider that rationale from a planning perspective; and opined that more public input should be collected from residential property owners wanting additional protections and creation of more green space. Ms. Ihlan opined that there were creative ways to do so; and noted that such increased impervious coverage raised other environmental concerns for Langton Lake, with its water quality already impaired.

Twin Lakes Parkway Connection to Fairview Avenue

Ms. Ihlan noted the near completion of Phases I and II of the Twin Lakes Parkway construction up to Prior Avenue; opining that was great and it was an important infrastructure accomplishment. However, Ms. Ihlan requested that the Commission seriously consider, from a planning perspective, halting further Parkway construction, leaving it as it is. Ms. Ihlan opined that this observation was based on significant savings that could be realized by the City and property owners, as well as the construction to-date being adequate. Ms. Ihlan noted that the original plan for Twin Lakes Parkway envisioned that it would connect to Fairview Avenue and then proceed through Terrace Drive to Snelling Avenue, allowing for an alternate route to Snelling Avenue. However, Ms. Ihlan opined that the City was aware that for the last ten (10) years, MnDOT would no longer approve that connection at Terrace Drive and Snelling Avenue, as it was too close to the existing County Road C-2 intersection. If a connection were created from Twin Lakes Parkway to Fairview Avenue, Ms. Ihlan opined that it would be a connection to nowhere; and that it would cause traffic to naturally gravitate into residential neighborhoods. Ms. Ihlan opined that, if the connection was not needed, it shouldn't be pursued; and it would be good for the Planning Commission to revisit that from a planning perspective at this time. Ms. Ihlan advocated for leaving the Parkway as is to save money and protect residential neighborhoods.

General Comments

Ms. Ihlan questioned what the actual vision of the Plan was and where that vision was being promoted. Ms. Ihlan opined that, based on her observations for this Mixed Use development, it looked like other commercial areas in Roseville, and opined that she didn't see integration for combined residential/office uses; with no promotion of housing at all, even where it could serve as a buffer between existing residential neighborhoods, an important issue expressed in the past by the public. Ms. Ihlan advocated for buffering those existing residential neighborhoods and the Park with those less dense uses, such as housing.

Ms. Ihlan questioned the role of the 2001 Comprehensive Plan Master Plan in this proposed Regulating Map and Plan, opining that the Master Plan had provided a good narrative for potential development scenarios on mixed use themes for Twin Lakes and the other side of Fairview. Ms. Ihlan expressed concern that if only Twin Lakes was focused on, and not Fairview, it would create a piecemeal development that the previous Master Plan attempted to avoid.

Ms. Ihlan questioned if the proposed Plan provided the tools to create the economic development the community wanted and needed: LEED-certified buildings; development that would build the City's tax base; and living wage jobs.

Chair Boerigter asked staff to provide a response to Ms. Ihlan's public comments, as applicable.

Lack of Public Input

Mr. Paschke advised that a minimum of 730-760 notices had been processed, inviting property owners within a broad area around the Twin Lakes Redevelopment Area to participate in an Open House, which was actually more of a workshop session, with the resulting attendance consisting of a number of Planning Commissioners, City Councilmembers, a few residents, and a prominent number of Twin Lakes property owners.

As part of that notice, Mr. Paschke advised that those noticed were also encouraged to attend the Public Hearing at the Special Planning Commission meeting on June 15, with only 2-3 residents in attendance, along with 2 commercial property owners, at the Public Hearing, as duly noted in those meeting minutes. Mr. Paschke noted that only people remaining engaged in the proposed Regulating Map and Plan discussions were commercial property owners, even with staff attempting to provide information on the City's website as it was solidified and revised, copies of draft minutes on the website, and other opportunities. From an information standpoint, unfortunately, Mr. Paschke opined that people appeared to have little interest in getting engaged in this process.

Chair Boerigter opined that staff had apparently done their due diligence in attempting to receive public input; and noted, from his perspective, that it certainly would have been more encouraging to have more people attending the Open House.

Environmental Impacts

Chair Boerigter asked staff to address the interaction between the AUAR and this Regulating Map, if any and how development would be affected in the area and mitigation requirements from the AUAR implemented.

Mr. Paschke reminded Commissioners, and the public, that there were certain regulations in other documents, the AUAR being one of them, that limited the types of square footage, and numerous mitigations in place that would be necessary to achieve based on a specific development, once it came forward, and whether modifications to the development proposal were needed. Mr. Paschke reiterated that a review of mitigations predicated on the AUAR would be conducted at that time, and would not limit additional buffer requirements in the area addressed by the AUAR. As it related to preserving the Oak forest and natural habitat, Mr. Paschke noted that the actual setback may be above and beyond the setbacks indicated in the proposed Regulating Map, depending on the development scenario.

Chair Boerigter noted that any development still needed to comply with the AUAR.

Mr. Lamb addressed the 80-90% developable area concern, noting that given development and storm water requirements for the area, opining that he didn't see how any development could ever achieve that much area.

Mr. Paschke concurred, noting that unless the AUAR was modified to allow for greater square footages of uses, a development may actually be required to provide additional Open Spaces above that stipulated in the AUAR.

Buffering for Langton Lake Park and Surrounding Neighborhoods; Green/Open Space

Chair Boerigter noted that staff had already addressed this concern in responding to Member Strohmeier's concerns, and Mr. Paschke concurred with Chair Boerigter that additional buffering was not needed as part of this Regulating Plan, since it would be subject to other regulations already in place.

Parking

Mr. Paschke noted that the proposed Regulating Map shows parking within five feet (5') of Langton Lake Park; however, whether it could be built adjacent to the park, and still meet or mitigate the more protective barrier for trees in that environment was another question. Mr. Paschke reiterated that the AUAR and other documents in place trumped the proposed Regulating Map allowance for Flexible Frontages.

in that area was another question.

Twin Lakes Parkway Connection to Fairview Avenue

Chair Boerigter sought staff's perspective on whether the Parkway should be extended to Fairview Avenue.

Mr. Paschke advised that any revisions to the Parkway would require an amendment to the Comprehensive Plan and the City's Official Maps; and would require a complete review and additional analysis within the AUAR to change how the Parkway is currently proposed. Mr. Paschke noted that the original AUAR and improvements to County Road C are predicated on Twin Lakes Parkway going through from Cleveland to Fairview. Mr. Paschke indicated that such a revision was possible, but the AUAR was based on certain analyses and any amendment would require modification of a number of documents.

Chair Boerigter asked staff and/or Mr. Lamb their opinion on whether it was a good idea to eliminate that connection.

Mr. Lamb opined that he would not be the best resource to make that judgment, and would lean on the guidance of past policies in the Comprehensive Plan that had been established for numerous reasons, some of those listed tonight.

Member Boguszewski noted, and Mr. Paschke concurred, that the order for any potential revisions would be for the City Council for look into changing the Comprehensive Plan to initiate such an adjustment; and at that point, the Regulating Map could be changed for that underlying change, but that such a change would not be a part of this current Regulating Map and Plan approval process to guide any revisions of such a substantial significance.

More Housing Needed

Mr. Paschke clarified that this Regulating Map and Plan did not deal with specific uses, but only dealt with form and how buildings were placed on a parcel, and how they looked in relationship to enhancing the public realm and connections. Mr. Paschke reiterated that the Zoning is for Community/Mixed Use, allowing for a number of different uses, including housing that could essentially be placed anywhere within the Twin Lakes Redevelopment Area and within the confines of the AUAR. Mr. Paschke noted that this exercise to create a Regulating Plan was not tied specifically to a given use, with uses allowed anywhere; but that the purpose of this process was to create how they're placed on the site and regulations within that placement.

Annette Phillips, 3084 Shorewood Lane (residential property NE of proposed regulating map)

Ms. Phillips reiterated some of the concerns she had observed; and questioned why an Urban plan was suggested for this particular tract of land. Ms. Phillips opined that, to her knowledge, this hasn't been done in the rest of Roseville, where nice setbacks and more greenery was provided, with no buildings set on a corner or having a solid wall. Ms. Phillips opined that this was not a good diversion for Roseville; and that Roseville deserved to have more green space, and a more livable environment, and to retain its nice tax base. Ms. Phillips objected to her presumption for 90% of properties covered with buildings and parking lots, providing for little green space; and needing a healthier and more aesthetic look.

Regarding Twin Lake Parkway, as a 45-year resident of Roseville, Ms. Phillips advised that she had attended many of the prior meetings over the years related to this linkage through Terrace Drive to Snelling Avenue, originally proposed as an ideal situation for any traffic coming from I-35W. However, it the highway department is not going to allow that connection, Ms. Phillips opined that it removed any rationale for the road connecting; and that traffic coming out on Fairview Avenue would have no place to go, and no major road other than County Road C. By putting traffic on Fairview Avenue, Ms. Phillips opined that the City was impacting residential areas, and asked that it reconsider the connection.

Member Strohmeier noted that a number of good issues had been brought forward tonight for discussion; and asked staff to comment on whether it was mandatory in the AUAR to retain Langton Lake Park as a wildlife habitat.

Mr. Lamb opined that Langton Lake Park had been designated as one of two urban parks in Roseville; and had implications on how development could occur around an urban park. Mr. Lamb noted that the southern and eastern parts of the Park were undeveloped parcels, and retaining the urban habitat concept was important, but was unsure how the AUAR guided that or how it would be specifically addressed. Mr. Lamb opined that the Park was a fabulous resource, with at least four (4) existing homemade trail connections to Langton Lake Park pathway, indicating that people were obviously interested in those connections. Mr. Lamb advised that the Regulating Plan looked to improve those connections; and for wildlife issues addressed by the AUAR, he would defer to staff.

Mr. Paschke, while unsure how the AUAR sought to enhance wildlife corridors, noted that the AUAR set out a number of mitigations for when development occurred. Mr. Paschke noted that most of the Twin Lakes area was already developed with little untouched by machines or with dirt not already turned over, so the goal was to redevelop paved areas and former parking lots. Mr. Paschke advised that the AUAR would be utilized and implemented as necessary when development projects came forward, but that no specifics were in place to-date, and were no different than traffic mitigations discussed at the last Commission meeting. Mr. Paschke noted that as developments come forward, the specifics for all of those issues would be reviewed and analyzed.

Chair Boerigter closed the Public Hearing at 7:35 p.m.

Member Strohmeier opined that this was a special area, surrounding the park, and in his analysis of the issue and review of the area, he preferred that the Map revert back to the version presented at the June 15, 2011 Public Hearing, as it related to Greenway Frontage to address lot coverage restrictions and trees, open space provisions. Member Strohmeier made this request in the form of a motion, but due to the lack of a second, Chair Boerigter declared the motion failed.

Member Boguszewski opined that the Regulating Map and Plan was a new concept, but it didn't set aside any of the AUAR requirements that may apply on an individual or case by case basis; and still allowed for adjustments, variances, or amendments to occur for specific issues as they came up. Member Boguszewski opined that this area had been under discussion for a very long time; and in terms of getting something accomplished and in place as a starting point to address the City's interests in regulating this area, and its vision for the Twin Lakes Redevelopment Area, he intended to support the proposed Map and Plan, as presented tonight, in part to get past this and move on. In addressing Member Shrohmeier's motion that failed, Member Boguszewski opined that it was his sense from the majority of Commissioners following the Public Hearing discussion that they supported moving toward a greater flexibility, not a higher leave of restriction as indicated on the previous Regulating Map draft. While recognizing that there was always friction in city interests and those of land owners, Member Boguszewski opined that that tension forced the City to strike a balance for the larger benefit of its residents, and to make the land marketable for property owners. In his opinion, Member Boguszewski opined that this Map, as presented tonight, struck a good balance.

With Chair Boerigter's approval, Mr. Paschke asked to address some of the public comments of Ms. Phillips related to differences in the Twin Lakes area and other areas of Roseville. Mr. Paschke opined that, while the Regulating Map may look different and advocate form and placement perspectives, the hard lined percentages were no different than and remained consistent with those allowed in current and previous business districts. Mr. Paschke advised that the reason those things occurred on the proposed Regulating Map were based on the previously-referenced documents (e.g. *Imagine Roseville 2025* community visioning process; 2030 Comprehensive Plan; and concepts in the original Twin Lakes Master Plan and urban design standards). Mr. Paschke noted that the City no longer had Planned Unit Developments (PUD's) under its recently-revised Zoning Code, and the underlying documents included those items addressed in the Regulating Map.

Mr. Paschke opined that, if the proposed Regulating Map and Plan was not supported, the Imagine Roseville 2025 findings needed to be rethought; since the discussion within all of the Regulating Plan and Map was to attempt to provide greater green space. Regarding comments on the amount of impervious coverage on a lot, Mr. Paschke advised that, until a development plan was brought forward, there was no indication that the coverage would ever get to 90%, and personally opined that it would not, but would be less than that percentage.

Mr. Paschke noted that there was a greater burden regulating a previously-developed area with essentially no existing green space, and to now create more green space. Reiterating that all sites would be required to address storm water management, Mr. Paschke opined that the statement that Langton Lake Park would be damaged further did not hold true, when developments will have to treat any runoff before it goes off their site, not like the past, and would be more restrictive, essentially making the quality of Langton Lake better than it is currently when everything and all runoff can flow into it without any treatment.

In conclusion, Mr. Paschke noted that Roseville is an urban community, not a rural community; and the City was attempting to sustain its vision and goals throughout the planning documents, especially at major intersections and regional connections. Mr. Paschke opined that he personally thought a fairly good job had been achieved, but as development came forward, there may need to be some things addressed, but that these documents currently in place should allow the City to do so.

Mr. Lamb, as a follow-up regarding Greenway Frontages on the east side of the proposed Regulating Map and the north/south pedestrian alignment, noted the first two (2) parcels were adjacent to residential areas; and there was no parking west of that line (Area E on the proposed Regulating Map). Mr. Lamb noted that the other parcels were city-owned and would be retained as open space; and that the remnant parcel south of Langton Lake Park was currently impervious surface. Mr. Lamb noted that the western 25' setback contiguous to the Park from the extension of Iona to County Road C-2 on the west side of the park had been relaxed as it related to vertical screening and parking requirements. Mr. Lamb noted that the 25' setbacks could be retained, but that on the west side, there was already a 25' setback, as indicated on the Regulating Map.

At the request of Member Cook related to the south side of Langton Lake Park, currently impervious surface, when Iona is constructed, it could swing north or south, and may need to be addressed further at that time, and based on how development is indicated; thus the recommendation for more flexibility.

Chair Boerigter concurred with Member Boguszewski's comments about moving forward. Chair Boerigter opined that he preferred the flexibility of this version of the Regulating Map than the last iteration;; and that a yeoman's amount of work had been done in compiling the Comprehensive Plan, visioning documents and other regulatory documents into this scheme. Chair Boerigter commended staff and the consultants on a job well done; opining that while there may be specifics that were not strongly endorsed by individual Commissioners, the Regulating Map as proposed reflected what the City has long envisioned for the Twin Lakes Redevelopment Area and would allow development in a manner that residents and City Councils have suggested. However, Chair Boerigter opined that he wasn't convinced that once the first development came forward, there still wouldn't be issues to address; but overall, he was supportive of the Map and getting it initiated to move forward. If there were amendments indicated in the future as the plan was put into use practically, Chair Boerigter noted that it would be similar to amendments needed to the Zoning Code with those required tweaks as indicated. Chair Boerigter opined that he was generally satisfied with this version, that it appeared to work, and offered his support of the Map and Plan.

MOTION

Member Cook moved, seconded by Member Boguszewski to RECOMMEND TO THE City Council approval of the proposed Twin Lakes Sub-Area 1 Regulating Plan and subsequent amendments to Section 1005.07 of the Roseville Zoning Ordinance (version 6/30/11 as presented).

Member Strohmeier opined that, in reviewing the past proposal with this, it was much improved from the many previous iterations; and should provide a good compromise for the City and developers. Member Strohmeier opined that, if this allowed for development of the Twin Lakes Redevelopment Area, he was all for it.

Ayes: 4

Nays: 1 (Strohmeier)

Motion carried.

Staff indicated that the case was scheduled to be heard at the July 18, 2011 City Council meeting.

An Alternative Idea for Development of Twin Lakes

Note: This is not in any way to be considered a complete proposal, but rather an alternative development avenue that would allow us to "invite" developers and land owners to come forward with ideas rather than spending our time, money, and resources trying to "restrict" or "tightly regulate" development in the area. I believe this plan could create a synergy between the City and land owners to create a very successful area that would maximize our tax capacity and their profits.

I did not invent this idea. I am simply suggesting a different approach that has been successful in other cities, and an approach we have yet to try in Roseville. Given the history of Twin Lakes it might be time for a change in approach.

I found in a publication from Austin, Texas regarding a redevelopment of 700 acres of an abandoned airfield, something that actually summarized what I am trying to articulate.

> *The design guidelines have been developed to promote a cohesive and high quality development that achieves the community's vision. They are intended to guide new development in ways that promote connectivity, neighborliness, activity, authenticity, sustainability and livability. They are not intended to be highly prescriptive solutions that dictate a particular style, but rather as performance criteria that can encourage diversity, creativity and innovation in the spirit of the community.*

For those interested, the following are some links to this Austin site. The first is to the main site which contains many interesting links, including to their "Green Building" booklets. The second is to the specific design specifications for the PUD or Overlay District.

http://www.muelleraustin.com/

http://www.muelleraustin.com/uploads/Mueller%20Design%20Book%20low%20res.pdf

What I Would Like to Discuss:

After reviewing the allocation plan, the regulating map, the ordinance to create an overlay district for Twin Lakes, and speaking with Charles Bartholdi regarding the potential for litigation in the Twin Lakes area, I would like to suggest the following method (which I have also discussed with Mr. Bartholdi) as an alternative approach which would, I believe, give the city and council more control while at the same time providing more freedom to developers. This proposal takes into account that much of the infrastructure within the area has already been created. Any additional needs for a specific project or development would be responsibility of that entity. A use that generated higher traffic than allocated to a specific parcel might be assessed a portion of the traffic mitigation costs that could be shown to arise directly from a particular development within the site.

We can and should utilize the previous planning of many groups and individuals over many years by establishing the entire Twin Lakes areas as a PUD or Overlay District.   This PUD would serve as an umbrella, much like the proposed Overlay District. It would specify the type of development allowed and actively sought by the City of Roseville, and it would specifically deny such development that we either have enough of or do not want. The rational for the items specifically sought or specifically denied would be based on potential traffic generation, compatibility with the surrounding residential neighborhoods, filling vacant niches within Roseville housing or development, excluding development already in adequate supply in Roseville. Both Mr. Bartholdi and Mr. Trudgeon have stressed certainty as a key need, albeit for different reason, and Appendix A provides a list (in no way exhaustive or complete and for discussion only) based on ideas, goals, and desires from the Twin Lakes Master Plan, the Twin Lakes Stakeholders project, Vista 2000, and IR 2025.

The Master Plan clearly outlines the following hopes and guidance for the area:

> *Emphasis is placed on creating a unique, safe and high-quality work and play environment by installation of extraordinary, architecturally distinct buildings, transit and transportation services, site planning, environmentally sensitive landscaping, parks, trails and lighting.*

Developers would be encouraged to be mindful to include mitigation items specified by the AUAR and PUD or Overlay District when submitting proposals. (Appendix B, again not an exhaustive listing, contains items for discussion.) The PUD or overlay district would allow developers to organize their structures in such a manner as to maximize green space, share parking, create underground parking as part of cleaning the site, and invite new designs and technology. It would provide them the opportunity to develop individual sites, create partnerships to cooperatively develop adjacent sites, create a consortium to develop the entire site, or jointly hire a master developer to handle portions or the entire site. Given simple yet specific guidelines, development paths would be clear and direct and projects could be evaluated on a rational and uniform basis.

The city would offer incentives for innovative design, use of “green” technology (solar, geothermal), green roofing, energy efficient windows, heating, and cooling systems, xeriscaping, native plantings, increased pervious surface, rain gardens, shared or underground parking, limited traffic generation, or other similar innovations brought to the attention of the City. The City is offering a very visible site for developers to “show off their creativity and exciting products and skills.” The City would assist in advertising exciting developments and 35W would provide obvious physical visibility.

In addition, the City could offer assistance in the construction of bikeways, pathways, and clean-up (by the city actively seeking available grants or other funding sources to assist in these efforts). The City could actively work with developers to recruit projects that embraced goals and ambitions for the area as defined in the guiding documents. The city, and presumably the landowners, are clearly anxious to protect and enhance Langton Lake Park as an anchor of the area and one of the four most used parks in our extensive park system. To that end, the City would assist in the acquisition of desirable habitat areas adjacent to the park (oak forest to the west), expansion of the southern buffer, and creating wildlife corridors to Bennet and and Oasis Ponds as part of the park dedication requirements for the area—and as part of the Parks Master Plan.

By specifically and clearly stating what is being sought and specifically what is not acceptable will make the process very clear and stable while still providing maximum flexibility. We could encourage innovation and hold “open houses” highlighting some of our existing “green” building projects (currently the engineering firm across from Parkview and the city’s geothermal and even the REI parking lot that also got an award). If this were properly marketed, it could be a model for development that would invite developers to be creative rather than simply “stay inside the lines.” It would give the developers more freedom while providing Roseville what it needs and wants in the area.

We have struggled for years to get development into this area. This is our last opportunity to have a large area for redevelopment that can increase our tax capacity and revitalize and modernize our community. The market is such that we don’t have to rush. We should take time to consider other development processes that might allow the landowners and developers to “show us what they can do.” We know what we don’t want and some of what we do want. We are not able to think of all the possible options so rather than tying the hands of the landowners and developers, we might be very firm about the things we know we want and don’t want and help them to make something beautiful.

Tammy McGehee

Appendix A

This listing would apply for the present to the area under consideration, bounded by Cleveland, C-2, Fairview, and County Road C. Uses presently there would be grandfathered until such time that they would be willing to able to conform to the overall plan. Other areas within the Twin Lakes "umbrella" already include the very successful strip mall along County Road C, hence the reason to eliminate one on this site. Going forward and based on what was developed here, the listing could change to again review and fill in gaps within the needs and desires of the community.

In the category of what Roseville is missing and would like to have developed in Twin Lakes one could include:

upper scale housing (single or multifamily)

restaurants (not chains)

high quality office buildings

corporate headquarters

very small and limited retail to serve housing within and north of the site

(daycare, barber shop, dentist, dry cleaner, small hardware, all of which could be included separately or as part of an office complex)

In the specifically eliminated category would be items that generate large amounts of traffic, involve potential health threats, or represent development types already in abundant supply in Roseville. (This listing is for discussion only as there may be many other items that for a variety of reason would not be desirable in this area.)

manufacturing or fabrication involving potentially explosive, dangerous, or highly toxic materials, discharging, or exhausting into the air potentially toxic materials

large retail of any type, including "big box"

strip malls

Appendix A, Continued

Specifically eliminated development projects proposals, continued:

asphalt plants

crematoriums

pawn shops or adult video, sex toy, or book stores

warehouses

distribution centers or transfer stations

apartments (unless very upscale)

senior housing

assisted living

affordable housing (unless part of an inclusion policy)

Appendix B

This listing would apply for the present to the area under consideration, bounded by Cleveland, C-2, Fairview, and County Road C. These mitigation strategies are based again on goals and desires expressed in many planning documents and meetings regarding Twin Lakes area, specifically those surrounding Langton Lake Park and including the current Parks Master Plan.

In this case, some items will be required, but exact implementation left to the developer orlandowner, while other items will be highly desirable and subject to discussion with the city regarding acknowledgement of efforts or potential grant or other support for a highly valued (by the city and/or residents) inclusion.

Requirements of developers:

- cleaning of polluted land to residential standards unless beneath a parking area
- creating sidewalks, bike paths, and pathways linking this area internally and externally to existing pathway systems serving Langton Lake Park, Centre Pointe, County Road C, and Terrace Drive (These can be non-motorized pathways across or between parcels or buildings as opposed to along streets or roadways.)
- pervious surface of 25% for each parcel or development
- protecting and enhancing quality habitat near Langton Lake Park
- plantings of native vegetation, shrubs, and trees as well as other drought resistant vegetative landscaping

Highly desirable inclusions:

- Clustering of buildings to create broader open spaces
- Use of rain gardens and small ponds as part of green space and habitat enhancement
- Use of shared, ramped, and underground parking
- LEED certification of buildings
- Incorporation of standard and innovative energy saving technologies

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, State of Minnesota, was held on the 12th day of September, 2011 at 6:00 p.m.

The following members were present: ____ _____________________________________.

The following members were absent: ____ _____________________________________.

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

RESOLUTION NO. ___________
A RESOLUTION ADOPTING THE TWIN LAKES SUB-AREA 1 REGULATING PLAN

WHEREAS, the City of Roseville has the authority, pursuant to the Municipal Planning Act (Minn. Stat. § 462.351-462.365), to conduct and implement municipal planning; and

WHEREAS, the City of Roseville has the authority, pursuant to Minn. Stat. § 462.353, Subd. 1, to carry on comprehensive municipal planning activities to guide future development and improvement of the City, to adopt and amend a comprehensive plan, and to implement the plan by ordinance and other actions authorized by the Municipal Planning Act; and

WHEREAS, the City of Roseville has the authority pursuant to Minn. Stat. § 462.357, Subd. 1, for the purpose of promoting public health, safety, morals, and general welfare to regulate by ordinance, the location, height, width, bulk, type of foundation, number of stories, size of buildings and other structures, the percentage of lot which may be occupied, the size of yards and other open spaces, the density and distribution of population, the uses of buildings and structures for trade, industry, residence, recreation, public activities, or other purposes, and the uses of land for trade, industry, residence, recreation, agriculture, forestry, soil conservation, water supply conservation, conservation of shorelines, access to direct sunlight for solar energy systems, flood control or other purposes, and may establish standards and procedures regulating such uses; and

WHEREAS, the City of Roseville has adopted a Comprehensive Plan which sets forth the policy for the regulation of land use and development in the City; and

WHEREAS, the City of Roseville has adopted the Roseville Zoning Ordinance which divides the City into districts and establishes regulations in regard to land and the buildings thereon; and

WHEREAS, the City adopted the Twin Lakes Urban Design Principles in 2007 to assist with the redevelopment within Twin Lakes; and

WHEREAS, Section 1005.07 of the Roseville Zoning Code establishes the Community Mixed-Use (CMU) District; and

WHEREAS, Section 1005.07 B provides for the creation of a Regulating Map and Standards establishing development parameters within the District that replace the Twin Lakes Urban Design Principles; and

WHEREAS, the Twin Lakes Sub-Area 1 Regulating Map and Standards ("Regulating Plan") have been prepared for Sub-Area 1 of the Twin Lakes Redevelopment Area; and

WHEREAS, the Planning Division held a neighborhood meeting on May 25, 2011 to elicit citizen input into the shaping of the Regulating Plan; and

WHEREAS, on May 25, June 15, and July 5, 2011, the Planning Division and the project consultant met with property owners within Sub Area-1 to seek comments and input on the proposed Regulating Plan; and

WHEREAS, Public Hearings regarding the Regulating Plan, and amendment to Section 1005.07 of the Roseville City Code ("amendments") were held on June 15 and July 3, 2011, at which meeting:

a) the City Planner and Planning Division's consultant presented to the Commissioners and the public the proposed Regulating Plan and amendments,
b) members of the public provided testimony and comment on the Regulating Plan and amendments,
c) comments from property owners of property within the Twin Lakes Area were received and considered,
d) correspondence from attorneys for property owners were received and considered,
e) staff reports and documents containing various possible modifications to the Regulating Plan and amendments, and other background information pertaining to the Regulating Plan and amendments was received and considered, and
f) deliberations pertaining to the testimony, correspondence, documents and other information were conducted by the Commissioners;

and

WHEREAS, on July 3, 2011, the Planning Commission recommended approval of the Regulating Plan and amendments as presented by the Planning Division and it consultant by a vote of 4 in favor 1 opposed; and

WHEREAS, following the Planning Commission Meeting, the City received additional documents, reports, correspondence and other evidence from interested parties pertaining to the Regulating Plan and amendments, all of which is included in the record on this matter and incorporated herein by reference; and

WHEREAS, the City Council upon receiving and considering the Planning Commission's recommendation, the Request for Council Action, evidence received and considered by the Planning Commission, other evidence received by the City following the Planning Commission Meeting and additional evidence presented at the City Council Meeting, and upon conducting deliberations on this matter, makes the following findings of fact:

1. Section 1005.07 of the Roseville Zoning Ordinance authorizes the City of Roseville to adopt the Regulating Plan for Sub-Area 1 of the Twin Lakes Redevelopment Area.
2. The amendments are necessary to incorporate the Regulating Plan into Section 1005.07 of the Roseville City Code
3. The Regulating Plan and amendments are necessary to guide and establish parameters pertaining to development within Sub-Area 1 of the Twin Lakes Redevelopment Area.
4. The Regulating Plan and amendments complies with and assists in the implementation of the Comprehensive Plan.
5. The Regulating Plan and amendments protects and promotes the public health, safety, peace, comfort, convenience, prosperity, and general welfare of the community and its people through the establishment of regulations governing land development and use.
6. The Regulating Plan and amendments protects and enhances the character, stability, and vitality of residential neighborhoods as well as commercial areas.
7. The Regulating Plan and amendments promotes orderly development and redevelopment.
8. The Regulating Plan and amendments fosters a harmonious, workable relationship among land uses.
9. The Regulating Plan and amendments promotes the stability of existing land uses that conforms with the Comprehensive Plan.
10. The Regulating Plan and amendments insures that public and private lands ultimately are used for the purposes which are most appropriate and most beneficial for the City as a whole.
11. The Regulating Plan and amendments promotes helpful movement of people, goods and services.
12. The Regulating Plan and amendments promotes human and physical resources of sufficient quality and quantity to sustain needed public services and facilities.
13. The Regulating Plan and amendments protects and enhances real property values.

14. The Regulating Plan and amendments safe guards and enhances the appearance of the City, including natural amenities of open space, hills, woods, lakes and ponds.
15. The Regulating Plan and amendments enhances that the Regulating Plan provides for attractive, inviting, high-quality mixed-use and service areas that are conveniently and safely accessible by multiple travel modes including transit, walking, and bicycling.
16. The Regulating Plan and amendments encourages suitable design practices that apply to buildings, private development sites, and the public realm in order to enhance the natural environment.
17. The Regulating Plan and amendments enhances the compatibility of site planning, internal traffic circulation, landscaping and structures within the Sub-Area 1 of Twin Lakes.
18. The Regulating Plan and amendments promotes and protects and will have a positive impact on the general public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, that the foregoing findings and the Regulating Plan are hereby accepted and adopted.

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

and the following voted against the same: ______________________________,

and the following were absent: _________________________________.

WHEREUPON said resolution was declared duly passed and adopted on the 22nd day of August, 2011.

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 foregoing extract of minutes of a regular meeting of said City Council held on the 12th day of September, 2011 with the original thereof on file in my office, and the same is a true and correct transcript thereof.

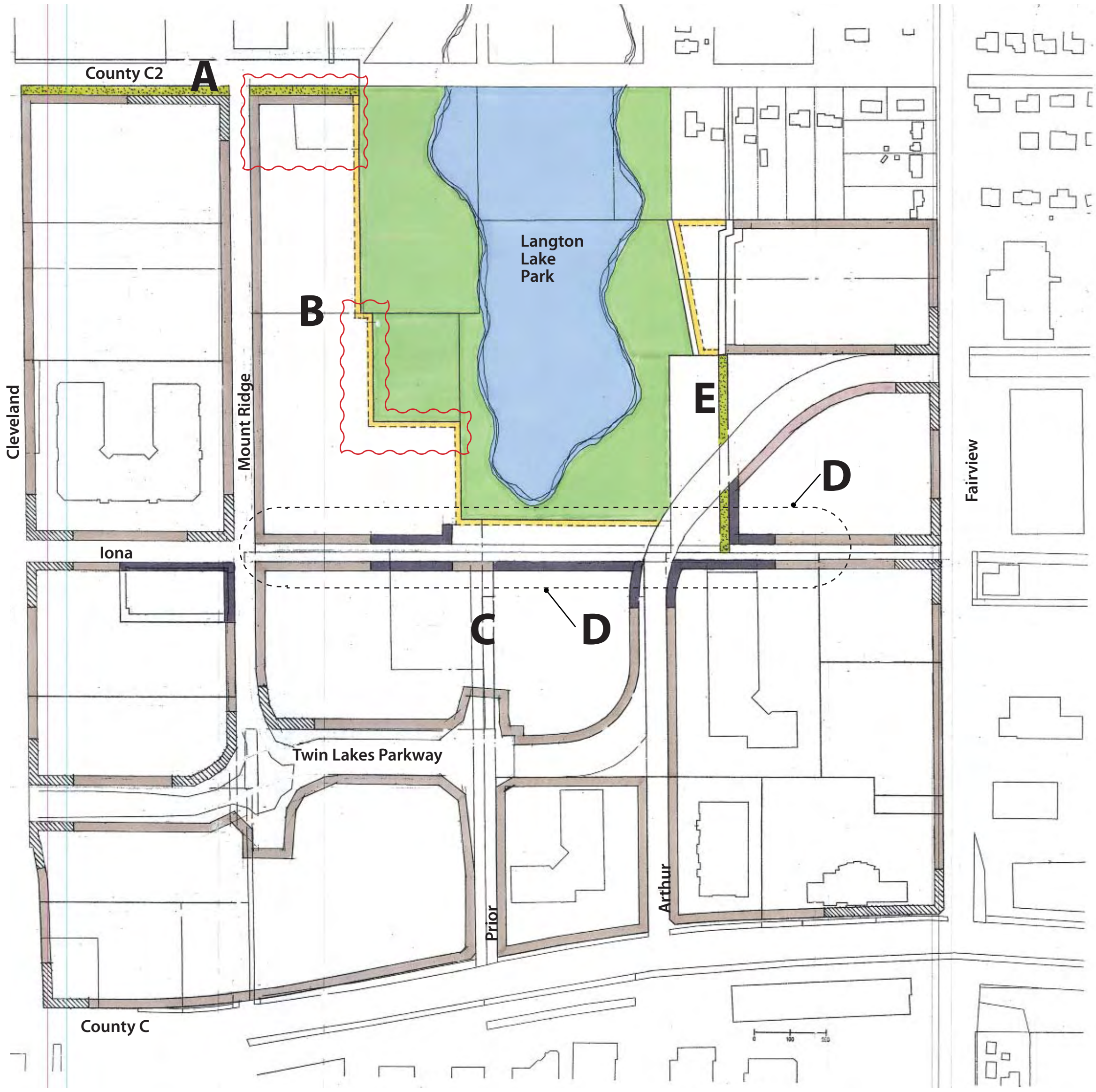
WITNESS MY HAND officially as such Manager this 12th day of September, 2011.

____
William J. Malinen, City Manager

(SEAL)

Twin Lakes Regulating Plan
Sub-Area 1

Figure 1. Regulating Plan



Greenway Frontage

Urban Frontage

Flexible Frontage
(Parking Setback)

Pedestrian Corridor

Langton Lake buffer

Future Potential Park
Dedication Area

ABCDE Required Public Park Connection

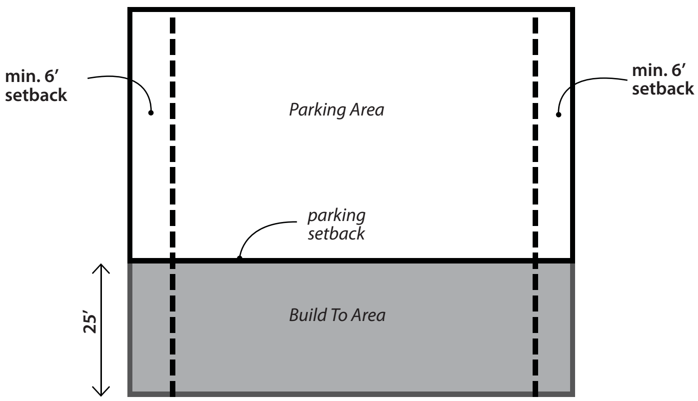
Letters indicate approximate location of connection.
Refer to (5) Public Park Connection for more detail

Note: Map shown is for graphic information only.

Figure 2. Frontage Quantity

Greenway Frontage

(1) Siting



A. Build To Area

i. Refer to Regulating Plan (Figure 1) for location of the Build To Area. Building may be placed anywhere within the Build To Area.

ii. At least 90% of the lineal Build To Area must be occupied by the front facade of the building

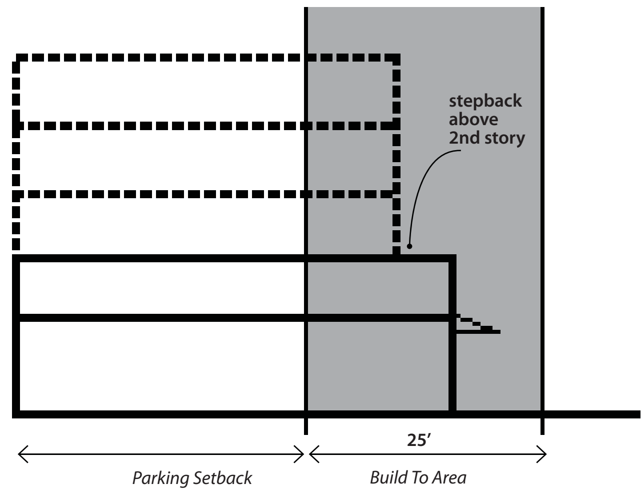
iii. Within 30 feet of a block corner, the ground story façade must be built within 10 feet of the corner.

B. Undeveloped and Open Space

i. Maximum lot coverage of 85%

ii. Undeveloped open space created in front of the building shall be designed as a semi-public space, used as a forecourt, outdoor seating, or other semi-public uses.

(2) Heights and Elements



A. Use and Height

i. Refer to use Table 1005-1.

ii. Height is not limited.

B. Ground Floor

i. Finished floor height shall be a maximum of 18” above sidewalk.

C. Facade

i. The primary facade (facades fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

ii. Blank walls exceeding 20 feet are prohibited.

iii. Building facade facing a pedestrian or public space must include at least 30% as windows and/or entries.

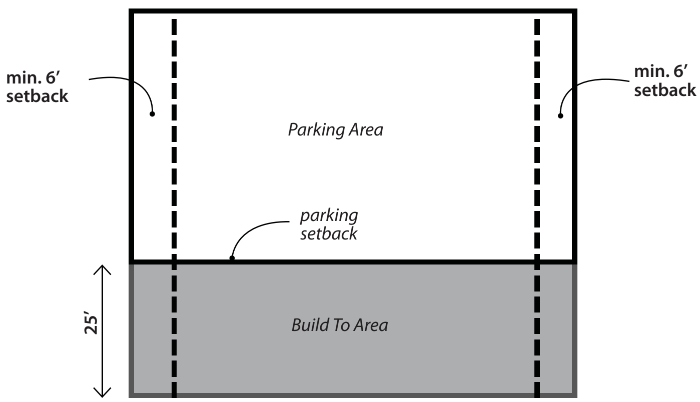
iv. Building should be stepbacked minimum of 8 feet above the second story.

D. Entries

i. Entries shall be clearly marked and visible from the sidewalk. Entries are encouraged at least every 50 feet along the Greenway Frontage.

Urban Frontage

(1) Siting



A. Build To Area

i. Refer to Regulating Plan (Figure 1) for building placement as illustrated by the Build To Area. Building may be placed anywhere within the Build To Area.

ii. At least 50% of the lineal Build To Area must be occupied by the front facade of the building.

iii. Within 30 feet of a block corner, the ground storey façade must be built within 10 feet of the corner.

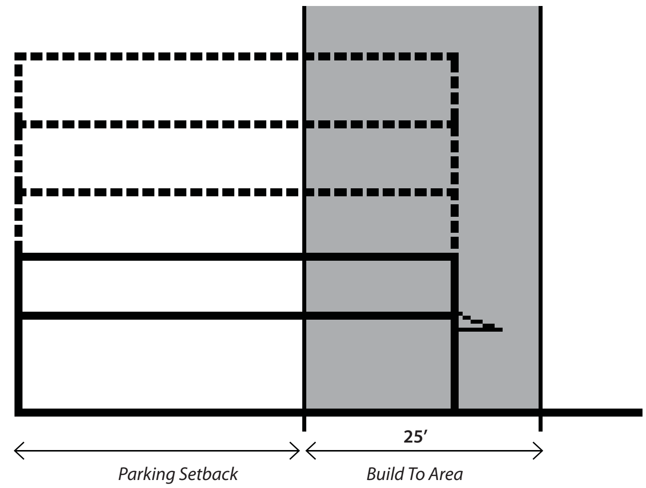
iv. If a building does not occupy the Build To Area, the parking setback must include a required landscape treatment. See (3) Parking and (4) Landscape.

B. Undeveloped and Open Space

i. Maximum lot coverage of 85%.

ii. Undeveloped and open space created in front of the building shall be designed as a semi-public space, outdoor seating, or other semi-public uses.

(2) Height and Elements



A. Use and Height

i. Refer to use Table 1005-1.

ii. Height is not limited.

B. Facade

i. The primary facade (facade fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

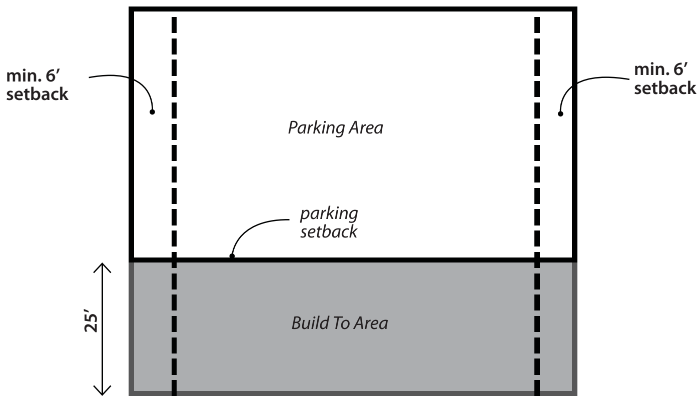
ii. Blank lengths of wall fronting a public street or pedestrian connection exceeding 30 feet are prohibited.

C. Entries

i. Entries shall be clearly marked and visible from the sidewalk Entries are encouraged every 100 feet.

Flexible Frontage

(1) Siting



A. Build To Area

i. Refer to Regulating Plan (Figure 1); Building may be placed anywhere within the parcel; Building placement is prefered to be located in the Build To Area

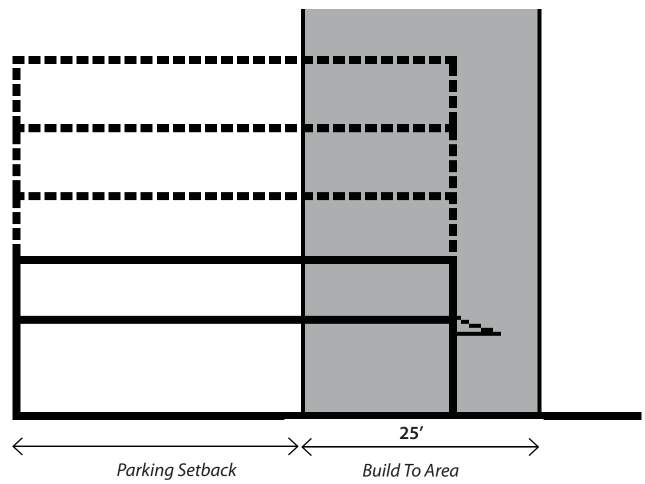
ii. Building placement preferred in the Build To Area; If a building does not occupy the Build To Area, the parking setback must include a required landscape treatment. See (3) Parking and (4) Landscape.

B. Undeveloped and Open Space

i. Maximum lot coverage of 85%

ii. Undeveloped and open space created in front of the building shall be designed as a semi-public space, outdoor seating, or other semi-public uses.

(2) Height and Elements



A. Use and Height

i. Refer to use Table 1005-1.

ii. Height is not limited

B. Facade

i. Blank walls exceeding 30 feet are prohibited

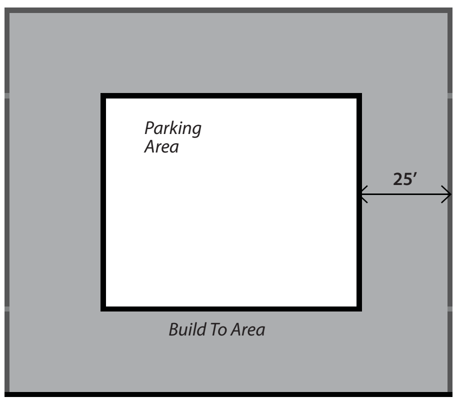
ii. The primary facade (facades fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

C. Entries

i. Entries shall be clearly marked and visible from the sidewalk

CUNINGHAM GROUP

(3) Parking



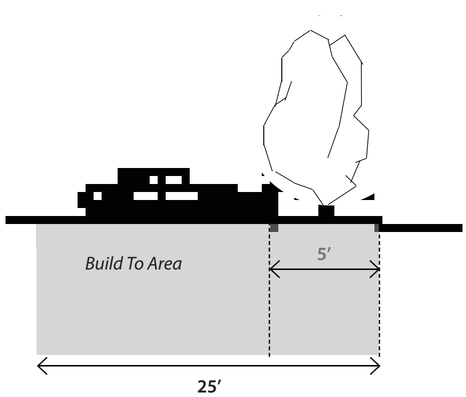
A. Parking

i. Parking shall be located behind the parking set back line

ii. Driveways and/or curb cuts are not allowed along the Greenway Frontage.

B. Parking within the Build to Area

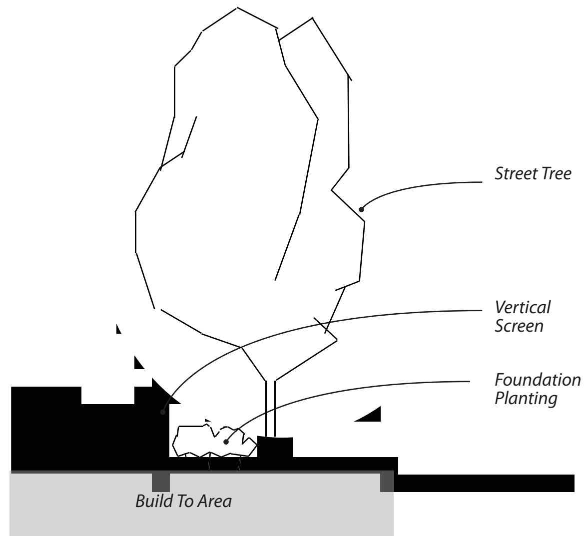
i. Parking is allowed within the Build To Area, minimum 5’ from the property line by a 36” to 42” vertical screen, (as approved by the CD Department) shall be built with required landscape



C. Parking Continuous to Langton Lake Park

i. Parking on property contiguous to Langton Lake Park shall be set back 15 feet from the property. The setback area shall be landscaped per City of Roseville standards.

(4) Landscape



A. Urban Frontage

i. 1 tree per every 30’ of linear property

B. Greenway Frontage

i. 1 tree per every 30’ of linear property

C. Flexible Frontage

i. 1 tree per every 30’ of linear property

ii. Foundation Plantings shall be planted at the base of the vertical screen in a regular, consistent pattern (as approved by the CD Department).

iii. Parking is allowed within the Build To Area, minimum 5 feet from the property line when seperated by a 36” to 42” vertical screen, (as approved by the CD Department), with required landscape treatment.

Public Park Connections

Each pedestrian corridor identified below shall be a minimum of 25 feet wide and include a paved, multi-use path constructed to specifications per the City of Roseville. Each pedestrian connection shall also contain the following minimum landscaping:

- 13-caliper-inch tree for every 20 lineal feet of the length of the pedestrian corridor. Such trees shall be hardy and urban tolerant, and may include such varieties as red buckeye, green hawthorn, eastern red cedar, amur maackia, Japanese tree lilac, or other variety approved by the Community Development Department.

- 12 5-gallon shrubs, ornamental grasses, and/or perennials for every 30 lineal feet of the pedestrian corridor. Such plantings may include varieties like hydrangea, mockorange, ninebark, sprirea, sumac, coneflower, daylily, Russian sage, rudbeckia, sedum, or other variety approved by the Community Development Department.

A. County C2 Connection

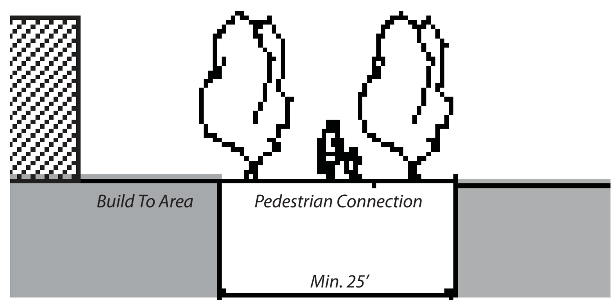
i. A pedestrian trail/path shall be built that connects the adjacent properties to Langton Lake Park path.

B. Langton Lake / Mt. Ridge Rd Connection

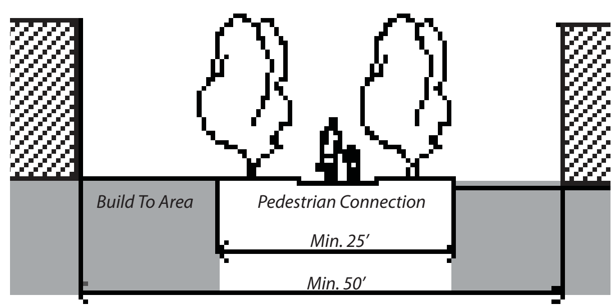
i. A pedestrian trail/path shall be built that connects Mt Ridge Rd to Langton Lake Park path.

C. Langton Lake / Prior Ave Connection

i. A pedestrian trail/path shall be built that connects Prior Ave and Twin Lakes Parkway to Langton Lake Park path.



A



B/C

(5) Public Park Connection (continued)

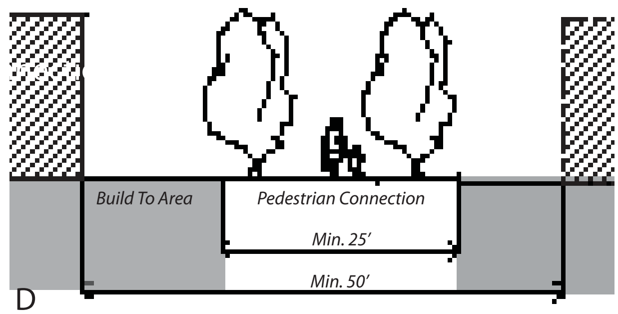
D. Iona Connection (East-West)

i. A pedestrian trail/path shall be built that connects Mt. Ridge Road with Fairview Avenue intersecting with Langton Lake Park and Twin Lakes Parkway.

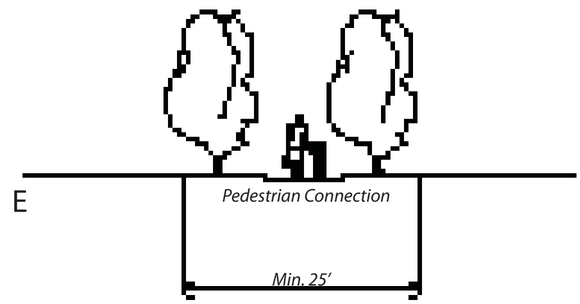
ii. The Pedestrian Connection shall take precedent over the Build To Area. In any event the relationship of building to pedestrian connection shall be consistent with the required frontage.

E. Langton Lake Connection

i. A pedestrian trail/path shall be built that connects the adjacent properties to Langton Lake Park path.



D



City of Roseville

ORDINANCE NO. ______

AN ORDINANCE AMENDING SELECTED TEXT OF SECTION 1005.02 (DESIGN STANDARDS) AND SECTION 1005.07 (COMMUNITY MIXED-USE DISTRICT) OF TITLE 10 "ZONING CODE" OF THE CITY CODE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Purpose: The Roseville City Code is hereby amended as follows to complete the zoning requirements for the portion of the Community Mixed Use District known as Twin Lakes Sub-Area 1 and to make minor changes in other sections to eliminate potentially conflicting code requirements.

SECTION 2. Section 1005.02 is hereby amended as follows:

1005.02 Design Standards

B. **Entrance Orientation:** ~~Primary~~ Where appropriate and applicable, primary building entrances shall be oriented to the primary abutting public street. ~~The entrance must have a functional door.~~ Additional entrances may be oriented to a secondary street or parking area. Entrances shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features.

I. **Garage Doors and Loading Docks:** Loading docks, refuse, recyclables, and/compactors shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front. Where loading docks, refuse, recyclables, and/or compactors abut a public street frontage, a masonry screen wall comprised of materials similar to the building, or as approved by the Community Development Department, shall be installed to a minimum height to screen all activities.

SECTION 3. Section 1005.07 is hereby amended as follows:

1005.07 Community Mixed-Use (CMU) District

A. **Statement of Purpose:** The Community Mixed-Use District is designed to encourage the development or redevelopment of mixed-use centers that may include housing, office, commercial, park, civic, institutional, and open space uses. Complementary uses should be organized into cohesive districts in which mixed- or single-use buildings are connected by streets, sidewalks and trails, and open space to create a pedestrian-oriented environment. The CMU District is intended to be applied to areas of the City guided for redevelopment or intensification.

B. **Regulating ~~Map~~Plan:** The CMU District must be guided by a ~~Regulating~~ regulating ~~Map~~ plan for each location where it is applied. ~~The Regulating Map~~A regulating plan uses graphics and text to establish~~es~~ requirements pertaining to the following kinds of parameters~~:~~. Where the requirements for an area governed by a regulating plan are in conflict with the design standards established in Section 1005.02 of this Title, the requirements of the regulating plan shall supersede, and where the requirements for an area governed by a regulating plan are silent, Section 1005.02 shall control.

1. **Street and Block Layout:** The regulating ~~map~~ plan defines blocks and streets based on existing and proposed street alignments. New street alignments, where indicated, are intended to identify general locations and required connections but not to constitute preliminary or final engineering.

2. **Street Types:** The regulating plan may include specific street design standards to illustrate typical configurations for streets within the district, or it may use existing City street standards. Private streets may be utilized within the CMU District where defined as an element of a regulating plan.

3. **Parking**

   a. **Locations:** Locations where surface parking may be located are specified by block or block face. Structured parking is treated as a building type.

   b. **Shared Parking or District Parking:** A district-wide approach to off -street parking for nonresidential or mixed uses is preferred within the CMU district. Off -street surface parking for these uses may be located up to 300 feet away from the use. Off -street structured parking may be located up to 500 feet away from the use.

   ~~a.~~c. **Parking Reduction and Cap: Minimum o**ff -street parking requirements for uses within the CMU district may be reduced to 75% of the parking requirements in Chapter 1019 of this Title. Maximum off -street parking shall not exceed the minimum requirement unless the additional parking above the cap is structured parking.

~~2.~~4. **Building and Frontage Types:** Building and frontage types are designated by block or block face. Some blocks are coded for several potential building types; others for one building type on one or more block faces. ~~Permitted and conditional uses may occur within each building type as specified in Table 1005-1.~~

~~3.~~5. **~~Building Lines~~Build To Areas:** ~~Building lines~~Build To Areas indicate the placement of buildings in relation to the street.

~~4. **Street Types:** The regulating map may include specific street design standards to illustrate typical configurations for streets within the district, or it may use existing City street standards. Private streets may be utilized within the CMU District where defined as an element of a regulating map.~~

6. **Uses:** Permitted and conditional uses may occur within each building type as specified in Table 1005-1, but the vertical arrangement of uses in a mixed-use building may be further regulated in a regulating plan.

C. **Regulating ~~Map~~ Plan Approval Process:** ~~The Regulating Map~~ A regulating plan may be developed by the City as part of a zoning ~~map~~ amendment following the procedures of Section 1009.06 of this Title and thus approved by City Council.

D. **Amendments to Regulating ~~Map~~Plan:** Minor extensions, alterations or modifications of proposed or existing buildings or structures, and changes in street alignment may be authorized pursuant to Section 1009.05 of this Title.

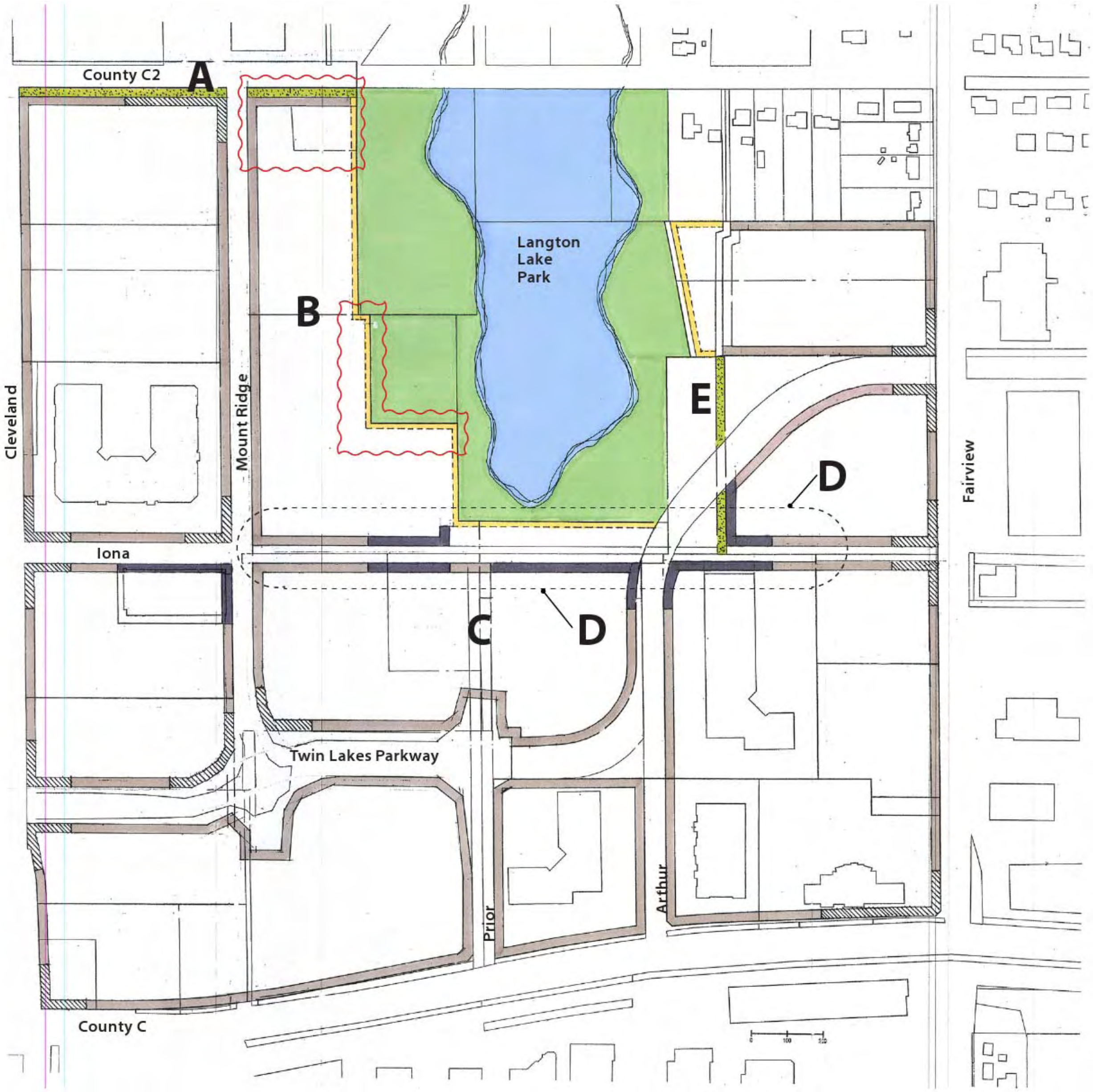
E. **~~Dimensional Standards~~ Twin Lakes Sub-Area 1 Regulating Plan:**

~~**Table 1005-5**~~

~~Minimum lot area~~	~~None~~
~~Maximum building height~~	~~None~~
~~Minimum front yard setback~~	~~See frontage map~~
~~Minimum side yard setback~~	~~6 feet where windows are planned in a side wall or present in an adjacent wall~~ ~~10 feet from residential lot boundary~~ [a] ~~Otherwise not required~~
~~Minimum rear yard setback~~	~~25 from residential lot boundary~~
~~Maximum building height~~	~~Within 50 feet of residential district boundary, equal to maximum height in that district.~~

~~a Unless greater setbacks are required under Section 1011.12 E.1. of this Title.~~

Figure 1005-1: Twin Lakes Sub-Area 1 Regulating Plan Map



Greenway Frontage

Urban Frontage

Flexible Frontage
(Parking Setback)

Pedestrian Corridor

Langton Lake Buffer

Future Potential
Park Dedication Area

ABCDE Required Park Connection

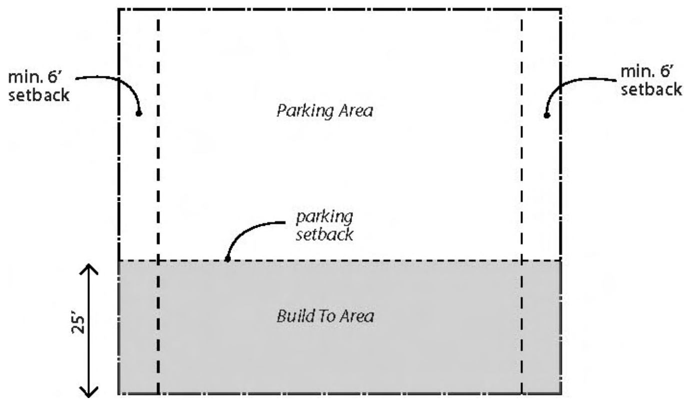
Letters indicate approximate location of connection. Refer to subsection 7 below for more detail.

Note: Map shown is for graphic information only.

Figure 1005-2: Frontage Quantities

1. Greenway Frontage

a. Siting



i. Build To Area

A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the Build to Area.

B) At least 90% of the lineal Build To Area shall be occupied by the front facade of the building.

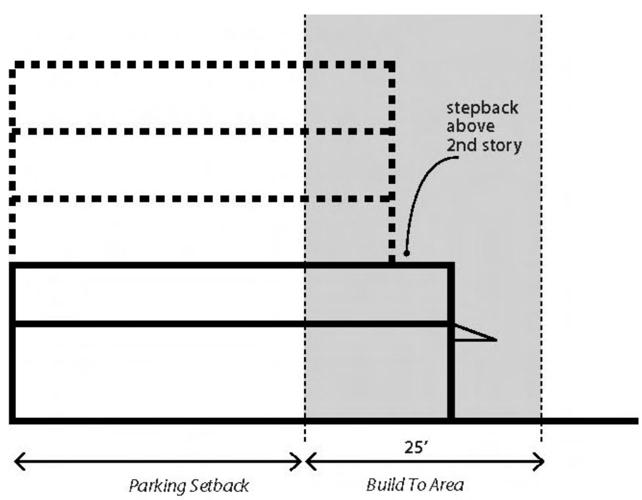
C) Within 30 feet of a block corner, the ground storey facade shall be built within 10 feet of the corner.

b. Undeveloped and Open Space

i. Lot coverage shall not exceed 85%.

ii. Undeveloped and open space created in front of a building shall be designed as a semi-public space, used as a forecourt, outdoor seating, or other semi-public uses.

c. Building Height and Elements



i. **Ground Floor:** Finished floor height shall be a maximum of 18” above sidewalk.

ii. Height is not limited.

iii. **Facade**

A) The primary facade (facades fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

B) Blank lengths of wall fronting a public street or pedestrian Connection shall not exceed 20 feet.

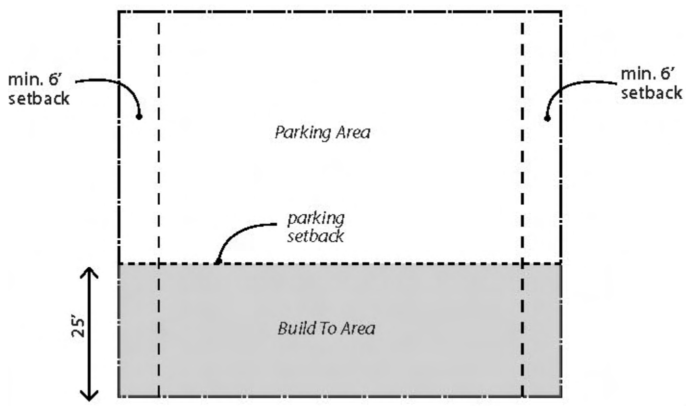
C) Building facades facing a pedestrian or public space shall include at least 30% windows and/or entries.

D) All floors above the second story shall be stepped back a minimum of 8 feet from the ground floor facade.

iv. **Entries:** Entries shall be clearly marked and visible from the sidewalk. Entries are encouraged at least every 50 feet along the Greenway Frontage.

2. Urban Frontage

a. Siting



i. Build To Area

A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the Build to Area.

B) At least 50% of the lineal Build To Area shall be occupied by the front facade of the building.

C) Within 30 feet of a block corner, the ground story facade shall be built within 10 feet of the corner.

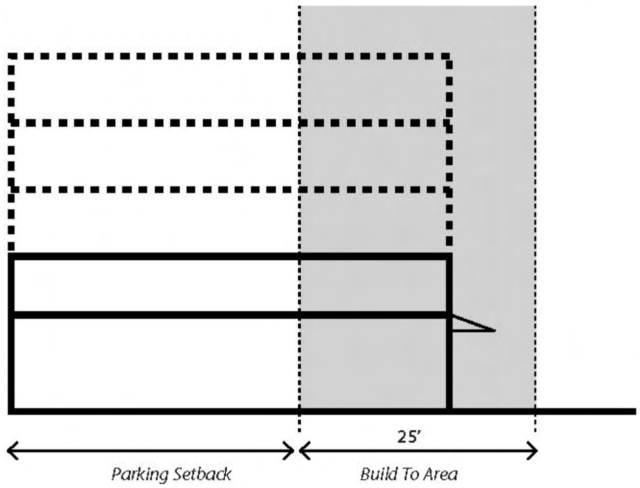
D) If a building does not occupy the Build To Area, the parking setback must include a required landscape treatment consistent with Sections 4 and 5 below.

ii. Undeveloped and Open Space

A) Lot coverage shall not exceed 85%.

B) Undeveloped and open space created in front of a building shall be designed as a semi-public space, outdoor seating, or other semi-public uses.

b. Building Height and Elements



i. Height is not limited.

ii. Facade

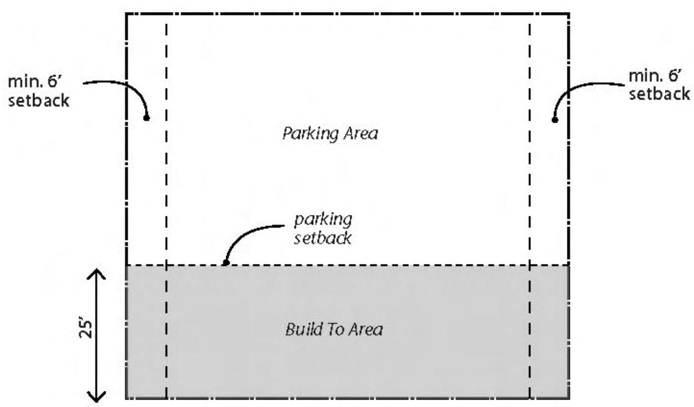
A) The primary facade (facade fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

B) Blank lengths of wall fronting a public street or pedestrian connection shall not exceed 30 feet.

iii. **Entries:** Entries shall be clearly marked and visible from the sidewalk. Entries are encouraged at least every 100 feet along the Urban Frontage.

3. Flexible Frontage

a. Siting



i. Build To Area

A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the parcel, but building placement is preferred in the Build To Area.

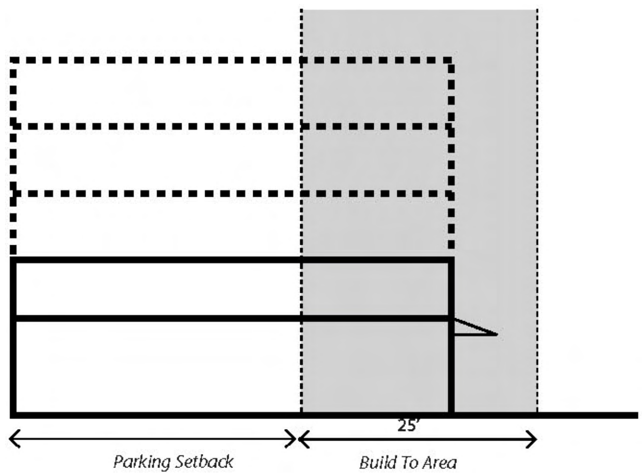
B) Building placement is preferred in the Build To Area. If a building does not occupy a Build To Area, the parking setback must include a required landscape treatment consistent with Sections 4 and 5 below.

ii. Undeveloped and Open Space

A) Lot coverage shall not exceed 85%.

B) Undeveloped and open space created in front of a building shall be designed as a semi-public space, outdoor seating, or other semi-public uses.

b. Building Height and Elements



i. Height is not limited.

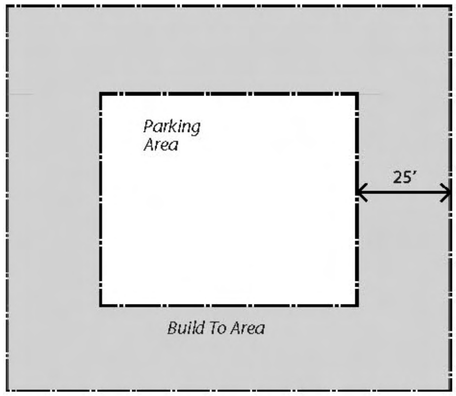
ii. Facade

A) Blank lengths of wall fronting a public street or pedestrian connection shall not exceed 30 feet.

B) The primary facade (facade fronting the Build To Areas, a Pedestrian Corridor, park or public street) of all buildings shall be articulated into distinct increments such as stepping back or extending forward, use of storefronts with separate windows and entrances; arcade awnings, bays and balconies; variation in roof lines; use of different but compatible materials and textures.

iii. **Entries:** Entries shall be clearly marked and visible from the sidewalk.

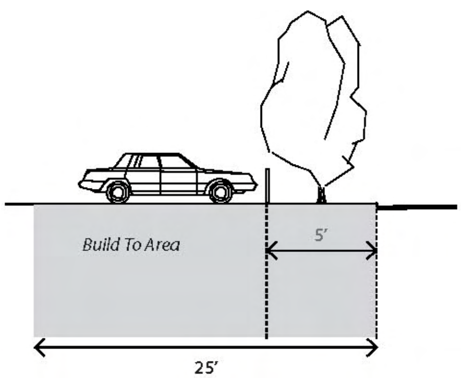
4. Parking



a. Parking shall be located behind the Build To Area/parking setback line.

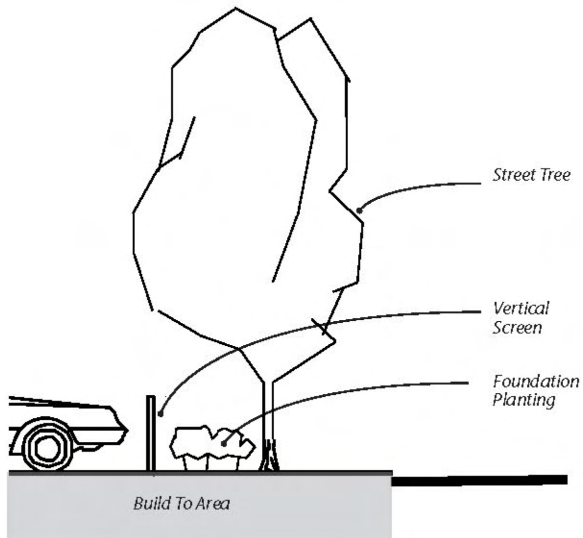
b. Driveways and/or curb cuts are not allowed along the Greenway Frontage.

c. **Parking Within the Build To Area:** Where parking is allowed within the Build To Area, parking shall be set back a minimum of 5 feet from the property line, and shall be screened by a vertical screen at least 36” in height (as approved by the Community Development Department) with the required landscape treatment.



d. **Parking Contiguous to Langton Lake Park:** Parking on property contiguous to Langton Lake Park shall be set back a minimum of 15 feet from the property line. The setback area shall be landscaped consistent with the requirements of Section 1011.03 of this Title.

5. Landscaping



a. **Greenway Frontage:** 1 tree is required per every 30 linear feet of Greenway Frontage

b. **Urban and Flexible Frontage**

i. 1 tree is required per every 30 linear feet of Urban and/or Flexible Frontage.

ii. **Parking Within the Build To Area:** If parking is located within the Build To Area, the required vertical screen in the setback area shall be treated with foundation plantings, planted at the base of the vertical screen in a regular, consistent pattern.

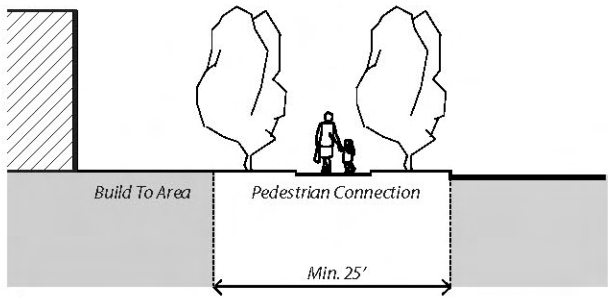
6. Public Park Connections

Each pedestrian corridor identified below shall be a minimum of 25 feet wide and include a paved, multi-use path constructed to specifications per the City of Roseville. Each pedestrian connection shall also contain the following minimum landscaping:

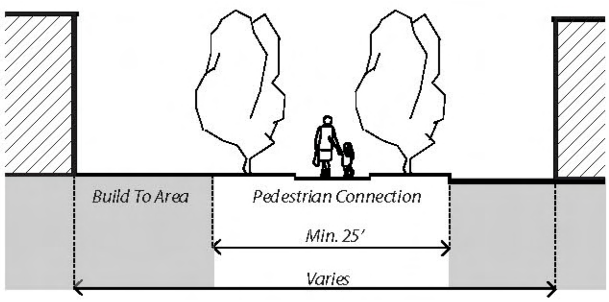
- **1 3-caliper-inch tree for every 20 lineal feet of the length of the pedestrian corridor. Such trees shall be hardy and urban tolerant, and may include such varieties as red buckeye, green hawthorn, eastern red cedar, amur maackia, Japanese tree lilac, or other variety approved by the Community Development Department.**
- **12 5-gallon shrubs, ornamental grasses, and/or perennials for every 30 lineal feet of the pedestrian corridor. Such plantings may include varieties like hydrangea, mockorange, ninebark, spirea, sumac, coneflower, daylily, Russian sage, rudbeckia, sedum, or other variety approved by the Community Development Department.**

All plant materials shall be within planting beds with wood mulch.

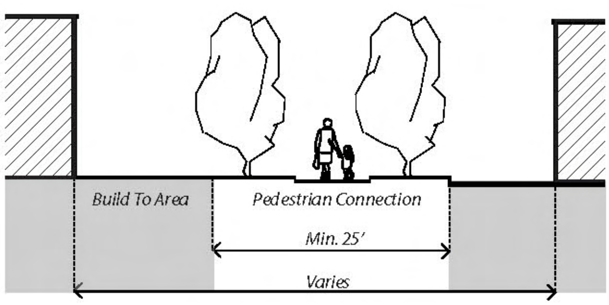
a. **County Road C2 Connection:** A pedestrian corridor shall be built that connects adjacent properties to the Langton Lake Park path.



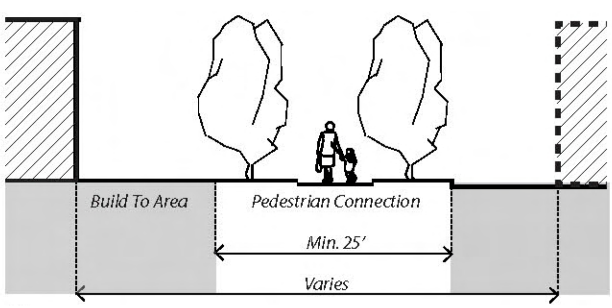
b. **Langton Lake Park/Mount Ridge Road Connection:** A pedestrian corridor shall be built that connects Mount Ridge Road to the Langton Lake Park path.



c. **Langton Lake Park/Prior Avenue Connection:** A pedestrian corridor shall be built that connects Prior Avenue to the Langton Lake Park path.



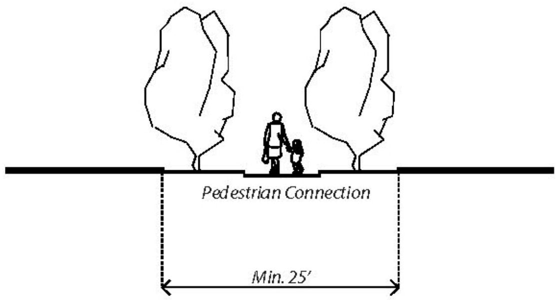
d. **Iona Connection**



i. A pedestrian corridor shall be built that connects Mount Ridge Road to Fairview Avenue, intersecting with Langton Lake Park and Twin Lakes Parkway.

ii. **The pedestrian corridor shall take precedent over the Build To Area. In any event, the relationship of buildings to the pedestrian corridor shall be consistent with the required frontage.**

e. **Langton Lake Connection:** A pedestrian corridor shall be built that connects the adjacent properties to Langton Lake Park path.



F. ~~**Improvement Area:** The total improved area, including paved areas and footprints of principal and accessory buildings or structures, shall not exceed 85% of the total parcel area.~~

G. ~~**Shared Parking or District Parking:** A district-wide approach to off -street parking for nonresidential or mixed uses is preferred within the CMU district. Off -street surface parking for these uses may be located up to 300 feet away from the use. Off -street structured parking may be located up to 500 feet away from the use.~~

~~H. **Parking Reduction and Cap: Minimum o**ff -street parking requirements for uses within the CMU district may be reduced to 75% of the parking requirements in Chapter 1019 of this Title. Maximum off -street parking shall not exceed the minimum requirement unless the additional parking above the cap is structured parking.~~

SECTION 4. Effective Date: This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 25th day of July 2011

Attachment F

City of Roseville

ORDINANCE SUMMARY NO. ____

AN ORDINANCE AMENDING TITLE 10 "ZONING ORDINANCE" SECTION 1005.07B COMMUNITY MIXED USE DISTRICT (CMU), OF THE CITY CODE

The following is the official summary of Ordinance No. ____ approved by the City Council of Roseville on September 12, 2011:

The Roseville City Code, Title 10, Zoning Ordinance, has been amended to include the Twin Lakes Regulating Plan, which regulates development/redevelopment within the Twin Lakes Redevelopment Area including building frontage types, parking locations, and build to areas.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the Internet web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: ______________________________________
William J. Malinen, City Manager

Thomas Paschke

From: dan.roe@comcast.net
Sent: Friday, September 02, 2011 5:01 PM
To: Thomas Paschke
Cc: Pat Trudgeon
Subject: Re:

Thomas & Pat,

To follow up on my discussions earlier this summer with Pat regarding the requirement of something received by the City in exchange for developers not placing buildings in the Build To Area on Flexible Frontage sites, I suggest consideration of the inserted language below, or something similar.

3. **Flexible Frontage**

a. **Siting**

i. **Build To Area**

A) Refer to Regulating Plan Map (Figure 1005-1) for location of the Build To Area. Building may be placed anywhere within the parcel, but building placement is preferred in the Build To Area. On Flexible Frontage sites where building placement is not in the Build To Area, the City may require the approved landscape plan (in accordance with section 1XXX.XX of this Code) to include enhanced amenities located in the Build To Area, including, but not limited to, public seating areas, public fountains or other public water features, public art, or the like.

B) Building placement is preferred in the Build To Area. If a building does not occupy a Build To Area, the parking setback must include a required landscape treatment consistent with Sections 4 and 5 below.

I hope that something like this can be considered during our discussion on the 12th. Any advice from staff on how to include something like this would be appreciated.

Let me know if you have questions or would like to discuss further...

Regards,

Dan Roe
Roseville Mayor
Phone 651-487-9654
Email dan.roe@ci.roseville.mn.us

From: "Thomas Paschke" <thomas.paschke@ci.roseville.mn.us>
To: "*RVCouncil" <city.council@ci.roseville.mn.us>
Cc: "Pat Trudgeon" <pat.trudgeon@ci.roseville.mn.us>
Sent: Tuesday, August 30, 2011 4:18:56 PM

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
Item No.: 10.a

Department Approval	City Manager Approval

Item Description: Police Civil Service Commission Meeting with the City Council

BACKGROUND

Each year, the Police Civil Service Commission meets with the City Council to review activities and accomplishments and to discuss the upcoming year's work plan and issues that may be considered.

Activities and accomplishments:

- Update of the Rules and Regulations
- Completed Hiring Process

Work Plan items for the upcoming year:

Question or Concerns for the City Council:

Prepared by: Kelly Roberto

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: September 12, 2011
Item No.: 12.a

Department Approval | City Manager Approval

Timothy O'Neill | WJ Malinen

Item Description: Consider Funding Options for New Fire Station Project

BACKGROUND

On March 21, 2011 the Fire Department Building Facility Needs Committee presented the following recommendations to the City Council regarding direction for future fire stations.

After an extensive evaluation of fire department operations, services offered, current building conditions and shortcomings, station locations, and future shared services the committee made a recommendation that the fire department move to a single new fire station on the grounds of the current Fire Station #1 at 2701 Lexington Ave. This recommendation would consolidate the departments' current three station out-dated model into a centrally located station that would better serve the community both today and into the future.

The Fire Department currently has been approved to award contract for construction management services, and is in the process of evaluating requests for proposals for architectural services. As the new fire station project continues to advance we believe this would be an appropriate time to discuss funding options for the project.

The Fire Department would like for City Council to consider using "Capital Improvement Bonds" as the funding mechanism for the new fire station. Minnesota Statue 475.521 allows for municipalities the use of "Capital Improvement Bonds" for betterment of public safety facilities with the expected useful life of five years or more.

At this time the Fire Department does not have an exact amount for the fire station project but are estimating the cost to be between $7,000,000 and $8,000,000. For sake of budgeting purposes we will use $8,000,000 as our bonding amount.

Using a bonding amount of $8,000,000 and bond interest rate of 4.25% over 15 years the annual debt service amount would be $732,163 or about $36 dollar annual impact on the median value Roseville home.

FINANCIAL IMPACTS

In the history of the Fire Department there has never been a need to use bonding or tax levy to support the building of a fire station. Fire station #1, originally utilized as a car dealership was remodeled using Federal grant funds. Fire station #2 was constructed using funds generated by selling one of the Cities municipal liquor stores. Fire Station #3 was again constructed using federal grant funds.

Therefore this will be the first time in the 67 year history of the Fire Department that the community will be impacted by the building of a new fire station.

STAFF RECOMMENDATION

After extensive review of fire station options, conditions of existing stations, and committee dialogue the Fire Department recommends the City Council authorize the City/Fire Department to begin the process of issuing "Capital Improvement Bonds" for the purpose of building a new fire station.

REQUESTED COUNCIL ACTION

Motion to authorize the City/Fire Department to begin the process of issuing "Capital Improvement Bonds" for the purpose of building a new fire station.
Direct staff to set a public hearing and public notice in accordance with requirements pertaining to the issuance of "Capital Improvement Bonds".

Prepared by: Timothy O'Neill, Fire Chief

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 09/12/11
Item No.: 12.b

Department Approval

City Manager Approval

Item Description: Receive the Estimated Debt Service Costs for the Fire Station and Park Bonds

BACKGROUND

In the interest of keeping the City Council and general public informed, the attached tables provide the estimated debt service costs for the proposed Fire Station and Park Bonds. The tables provide varying projects depending on the bond amount, interest rates, and repayment period.

The annual debt service represents the approximate amount that would be needed in the form of a new tax levy. The amount includes both principle and interest.

POLICY OBJECTIVE

Not applicable.

FINANCIAL IMPACTS

See above.

STAFF RECOMMENDATION

Not applicable.

REQUESTED COUNCIL ACTION

For information purposes only. No formal Council action is necessary.

Prepared by: Chris Miller, Finance Director
Attachments: A: Fire Station Bond Projection
B: Park Improvement Bond Projection

Attachment A

City of Roseville
Fire Bond Analysis
August, 2011

Bond Amount	$ 7,000,000	$ 7,500,000	$ 8,000,000	$ 8,500,000
Interest Rate	4.25%	4.25%	4.25%	4.25%
Term in Years	15	15	15	15
Annual Debt Service	$ 640,643	$ 686,403	$ 732,163	$ 777,924
Home Valuation	Annual Impact	Annual Impact	Annual Impact	Annual Impact
185,000	27	29	31	33
200,000	29	31	33	35
215,000	31	33	36	38
230,000	33	36	38	41
275,000	40	43	46	48
350,000	51	54	58	62

Bond Amount	$ 7,000,000	$ 7,500,000	$ 8,000,000	$ 8,500,000
Interest Rate	4.25%	4.25%	4.25%	4.25%
Term in Years	20	20	20	20
Annual Debt Service	$ 526,539	$ 564,149	$ 601,759	$ 639,369
Home Valuation	Annual Impact	Annual Impact	Annual Impact	Annual Impact
185,000	22	24	25	27
200,000	24	26	27	29
215,000	26	27	29	31
230,000	27	29	31	33
275,000	33	35	37	40
350,000	42	45	48	51

Bond Amount	$ 7,000,000	$ 7,500,000	$ 8,000,000	$ 8,500,000
Interest Rate	4.75%	4.75%	4.75%	4.75%
Term in Years	15	15	15	15
Annual Debt Service	$ 663,048	$ 710,409	$ 757,769	$ 805,130
Home Valuation	Annual Impact	Annual Impact	Annual Impact	Annual Impact
185,000	28	30	32	34
200,000	30	32	34	36
215,000	32	35	37	39
230,000	35	37	39	42
275,000	41	44	47	50
350,000	53	56	60	64

Attachment B

City of Roseville
Park Bond Analysis
August, 2011

Bond Amount	$ 5,000,000	$ 10,000,000	$ 15,000,000	$ 19,000,000
Interest Rate	4.25%	4.25%	4.25%	4.25%
Term in Years	15	15	15	15
Annual Debt Service	$ 457,602	$ 915,204	$ 1,372,806	$ 1,738,888
Home Valuation	Annual Impact	Annual Impact	Annual Impact	Annual Impact
185,000	19	38	58	73
200,000	21	41	62	79
215,000	22	45	67	85
230,000	24	48	72	91
275,000	29	57	86	108
350,000	36	73	109	138

Bond Amount	$ 5,000,000	$ 10,000,000	$ 15,000,000	$ 19,000,000
Interest Rate	4.25%	4.25%	4.25%	4.25%
Term in Years	20	20	20	20
Annual Debt Service	$ 376,099	$ 752,198	$ 1,128,298	$ 1,429,177
Home Valuation	Annual Impact	Annual Impact	Annual Impact	Annual Impact
185,000	16	32	47	60
200,000	17	34	51	65
215,000	18	37	55	70
230,000	20	39	59	74
275,000	23	47	70	89
350,000	30	60	89	113

Bond Amount	$ 5,000,000	$ 10,000,000	$ 15,000,000	$ 19,000,000
Interest Rate	4.75%	4.75%	4.75%	4.75%
Term in Years	20	20	20	20
Annual Debt Service	$ 392,752	$ 785,505	$ 1,178,257	$ 1,492,459
Home Valuation	Annual Impact	Annual Impact	Annual Impact	Annual Impact
185,000	16	33	49	63
200,000	18	36	53	68
215,000	19	38	57	73
230,000	20	41	61	78
275,000	24	49	73	93
350,000	31	62	93	118

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/2011
Item No.: 12.c

Department Approval | City Manager Approval

Item Description: Adopt a Preliminary 2012 Tax Levy and Budget

BACKGROUND

State Statute requires all cities in excess of 2,500 in population, to adopt a preliminary tax levy and budget by September 15th for the upcoming fiscal year. Once the preliminary levy is adopted it can be lowered, but not increased. Further discussion along with the adoption of the Final 2012 levy and budget is scheduled to take place on December 5, 2011.

Preliminary Property Tax Levy

On June 13, 2011, the City Council agreed to a maximum levy increase of $500,000 or 3.4% over 2011. The increase was solely dedicated for general-purpose vehicle and equipment replacements, and facility improvements. These asset types have been significantly underfunded during the past decade which necessitated the deferral of planned replacements. It also resulted in increased maintenance costs which were necessary to keep older assets in service beyond their useful life.

Taxpayer Impact

For a median-valued home of $215,000 that experienced a projected 4% decline in assessed market value, the 2012 city taxes will be approximately $679, an annual increase of $23 or $1.93 per month. In exchange, residents will receive round-the-clock police and fire protection, well-maintained streets and parks, and continued emphasis on enforcing the City's Housing Code. In addition, a larger investment will be made to replace the City's aging fleet and equipment.

The revised City Manager Recommendation would reduce the Council's preliminary levy by capturing a portion of the Market Value Homestead Credit (MVHC) levy being returned to cities next year. With this recommendation (accompanied by budget cuts), the Council could lower the preliminary levy increase to $262,500, or 1.8%. However, this would still leave some budget cuts intact including the $140,000 reduction for the Parks Improvement Program (PIP).

The Council could choose to reinstate funding for the PIP and perhaps other programs, and still remain below the maximum levy increase set back on June 13th. Each additional $100,000 in tax levy results in an impact of $0.42 cents per month for a typical homeowner.

*** Please note that the attached resolution to adopt the preliminary levy includes the same amount adopted by the Council on June 13th. ***

Recommended Budget

The City Manager Recommended Budget (as revised) for the tax-supported programs is $19,317,789, an increase of $385,920 or 2.0%. The increase is comprised of new funding for contractual obligations and employee wage-step and healthcare increases; along with new capital replacements. These new funding needs were partially offset by selected program cuts.

The Recommended Budget increase is funded by a combination of new tax levy dollars as well as a portion of the returned Market Value Homestead Credit levy.

The Recommended Budget increase can be summarized as follows:

Vehicle, equipment, facility needs	$ 623,695
New dispatch, legal, audit obligations	79,000
Motor fuel and energy costs	46,000
Employee wage steps, healthcare	101,000
Less program cuts **	(463,775)
	$ 385,920

** Funding from the program cuts were re-purposed for vehicle, equipment, and facility needs.

The City Manager Recommended Budget for the non tax-supported programs is $22,007,194, an increase of $1,702,629 or 8.4%. The increase is due to additional street construction, wholesale water purchases from the City of St. Paul, and wastewater treatment charges from the Met Council.

A hearing to discuss the water and sewer rates is scheduled for December 5, 2011. Preliminary plans are to increase the water, sanitary sewer, and storm sewer base fees by 60-65%.

POLICY OBJECTIVE

Adopting a preliminary budget and tax levy is required under Mn State Statutes.

FINANCIAL IMPACTS

The financial impacts are noted above.

STAFF RECOMMENDATION

Staff Recommends the Council adopt the 2012 Tax Levy and Budget Levy as outlined in this report and in the attached resolutions.

REQUESTED COUNCIL ACTION

The Council is asked to take the following separate actions:

a) Motion to approve the attached Resolution to adopt the 2012 Preliminary Tax Levy
b) Motion to approve the attached Resolution to adopt the 2012 Preliminary Debt Levy
c) Motion to approve the attached Resolution to adopt the 2012 Preliminary Budget

Prepared by: Chris Miller, Finance Director
Attachments:
A: Resolution to adopt the 2012 Preliminary Tax Levy
B: Resolution to adopt the 2012 Preliminary Debt Levy
C: Resolution to adopt the 2012 Preliminary Budget
D: Recommended Budget for the Tax-Supported Programs
E: Recommended Budget for the Non Tax-Supported Programs
F: Councilmember McGehee's Memorandum

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 12th day of September, 2011 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION

RESOLUTION SUBMITTING THE PRELIMINARY PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2012

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

The City of Roseville is submitting the following tax levy on real estate within the corporate limits of the City to the County Auditor in compliance with the Minnesota State Statutes.

Purpose	Amount
Programs & Services	$ 13,713,044
Debt Service	1,490,000
Total	$ 15,203,044

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 , and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 12th of September, 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 12th day of September, 2011

____

William J. Malinen
City Manager

Seal

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 12th day of September, 2011 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION ______________

RESOLUTION DIRECTING THE COUNTY AUDITOR TO ADJUST THE APPROVED TAX LEVY FOR 2012 BONDED DEBT

WHEREAS, the City will be required to make debt service payments on General Improvement Debt in 2012; and

WHEREAS, there are reserve funds sufficient to reduce the levy for General Improvement Issues Series 2003A, and 2009A, 2009B; and

WHEREAS, General Improvement Issue Series 23 has been refunded and replaced with series 2004A; and

WHEREAS, General Improvement Issue Series 2008A requires a slightly higher amount.

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

The Ramsey County Auditor is directed to change the 2012 tax levy for General Improvement Debt by ($289,187.20) from that which was originally scheduled upon the issuance of the bonds, which is being paid by debt service reserves.

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.

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 12th day of September, 2011, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 12th day of September, 2011.

____

William J. Malinen
City Manager

Seal

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 12th day of September 2011 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION ______________

RESOLUTION ADOPTING THE PRELIMINARY 2012 ANNUAL BUDGET FOR THE CITY OF ROSEVILLE

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

The City of Roseville's Budget for 2012 in the amount of $41,324,983, of which $19,317,789 is designated for the property tax-supported programs, be hereby accepted and approved

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 12th day of September, 2011, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 12th day of September, 2011.

____
William J. Malinen
City Manager

Seal

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
City Council - Business Meetings										
Personal Services	$ -	$ -	$ -	$ 38,327	$ 38,057	$ (270)	-0.7%	$ 38,060	$ 3	0.0%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	41,483	46,411	4,928	11.9%	47,850	1,439	3.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	79,810	84,468	4,658	5.8%	85,910	1,442	1.7%
City Council - Community Support & Grants										
Personal Services	-	-	-	2,159	2,144	(15)	-0.7%	2,145	1	0.0%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	60,331	58,000	(2,331)	-3.9%	59,160	1,160	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	62,490	60,144	(2,346)	-3.8%	61,305	1,161	1.9%
City Council - Intergovernmental Affairs & Memberships										
Personal Services	-	-	-	2,693	2,678	(15)	-0.6%	2,680	2	0.1%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	26,797	24,000	(2,797)	-10.4%	24,480	480	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	29,490	26,678	(2,812)	-9.5%	27,160	482	1.8%
City Council - Recording Secretary										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	12,000	12,000	-	0.0%	12,240	240	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	12,000	12,000	-	0.0%	12,240	240	2.0%
City Council Total										
Personal Services	39,364	41,165	40,536	43,179	42,879	(300)	-0.7%	42,885	6	0.0%
Supplies & Materials	367	135	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	130,296	134,730	127,004	140,611	140,411	(200)	-0.1%	143,730	3,319	2.4%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
City Council Program Total	$ 170,028	$ 176,030	$ 167,540	$ 183,790	$ 183,290	$ (500)	-0.3%	$ 186,615	$ 3,325	1.8%

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

		2008 Actual		2009 Actual		2010 Actual		2011 Budget		**2012 Budget**		$$ Incr. (Decr.)	% Incr. (Decr.)		**2013 Budget**		$$ Incr. (Decr.)	% Incr. (Decr.)
Advisory Commissions																		
Human Rights		3,242		3,179		1,451		2,250		2,000		(250)	-11.1%		2,000		-	0.0%
Ethics		15		227		64		2,500		1,000		(1,500)	-60.0%		1,000		-	0.0%
Advisory Commissions Program Total	$	3,257	$	3,406	$	1,515	$	4,750	$	3,000	$	(1,750)	-36.8%	$	3,000	$	-	0.0%
Nuisance Code Enforcement																		
Personal Services		-		-		-		159,800		144,300		(15,500)	-9.7%		147,910		3,610	2.5%
Supplies & Materials		-		-		-		1,200		1,265		65	5.4%		1,225		(40)	-3.2%
Other Services & Charges		-		-		-		4,000		4,000		-	0.0%		4,080		80	2.0%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Nuisance Code Enforcement Program Total	$	-	$	-	$	-	$	165,000	$	149,565	$	(15,435)	-9.4%	$	153,215	$	3,650	2.4%
Emerald Ash Borer																		
Personal Services		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Supplies & Materials		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Other Services & Charges		-		-		-		100,000		-		(100,000)	-100.0%		-		-	#DIV/0!
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Emerald Ash Borer Program Total	$	-	$	-	$	-	$	100,000	$	-	$	(100,000)	-100.0%	$	-	$	-	#DIV/0!
Administration - Customer Service																		
Personal Services	$	-	$	-	$	-	$	33,323	$	33,006	$	(317)	-1.0%	$	33,830	$	824	2.5%
Supplies & Materials		-		-		-		158		158		-	0.0%		160		2	1.3%
Other Services & Charges		-		-		-		5,109		5,561		452	8.8%		5,670		109	2.0%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Subtotal		-		-		-		38,590		38,725		135	0.3%		39,660		935	2.4%
Administration - Council Support																		
Personal Services		-		-		-		106,517		105,736		(781)	-0.7%		108,380		2,644	2.5%
Supplies & Materials		-		-		-		412		412		-	0.0%		420		8	1.9%
Other Services & Charges		-		-		-		13,323		14,502		1,179	8.8%		14,790		288	2.0%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Subtotal		-		-		-		120,252		120,650		398	0.3%		123,590		2,940	2.4%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Administration - Records Mgmt/Data Practices										
Personal Services	-	-	-	21,385	21,283	(102)	-0.5%	21,815	532	2.5%
Supplies & Materials	-	-	-	74	74	-	0.0%	75	1	1.4%
Other Services & Charges	-	-	-	2,393	2,604	211	8.8%	2,655	51	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	23,852	23,961	109	0.5%	24,545	584	2.4%
Administration - General Communications										
Personal Services	-	-	-	57,065	56,442	(623)	-1.1%	57,855	1,413	2.5%
Supplies & Materials	-	-	-	230	230	-	0.0%	235	5	2.2%
Other Services & Charges	-	-	-	7,437	8,096	659	8.9%	8,260	164	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	64,732	64,768	36	0.1%	66,350	1,582	2.4%
Administration - Human Resources										
Personal Services	-	-	-	98,015	97,389	(626)	-0.6%	99,825	2,436	2.5%
Supplies & Materials	-	-	-	306	306	-	0.0%	315	9	2.9%
Other Services & Charges	-	-	-	9,895	10,771	876	8.9%	10,985	214	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	108,216	108,466	250	0.2%	111,125	2,659	2.5%
Administration - Organizational Management										
Personal Services	-	-	-	114,445	114,801	356	0.3%	117,670	2,869	2.5%
Supplies & Materials	-	-	-	320	320	-	0.0%	325	5	1.6%
Other Services & Charges	-	-	-	10,348	11,264	916	8.9%	11,490	226	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	125,113	126,385	1,272	1.0%	129,485	3,100	2.5%
Administration - Total										
Personal Services	407,107	438,750	447,576	425,105	428,657	3,552	0.8%	439,375	10,718	2.5%
Supplies & Materials	1,382	1,639	547	1,500	1,500	-	0.0%	1,530	30	2.0%
Other Services & Charges	48,045	33,856	36,772	62,150	52,798	(9,352)	-15.0%	53,850	1,052	2.0%
Capital Outlay	-	1,069	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Administration Program Total	$ 456,534	$ 475,314	$ 484,895	$ 488,755	$ 482,955	$ (5,800)	-1.2%	$ 494,755	$ 11,800	2.4%

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

		2008 Actual		2009 Actual		2010 Actual		2011 Budget		**2012 Budget**		$$ Incr. (Decr.)	% Incr. (Decr.)		**2013 Budget**		$$ Incr. (Decr.)	% Incr. (Decr.)
Elections																		
Personal Services		27,381		21,838		33,294		30,425		4,975		(25,450)	-83.6%		5,100		125	2.5%
Supplies & Materials		1,479		45		644		2,140		150		(1,990)	-93.0%		155		5	3.3%
Other Services & Charges		47,696		4,923		40,571		48,090		55,000		6,910	14.4%		55,000		-	0.0%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Elections Program Total	$	76,556	$	26,806	$	74,509	$	80,655	$	60,125	$	(20,530)	-25.5%	$	60,255	$	130	0.2%
Legal																		
Civil Attorney		150,534		134,270		158,917		154,500		159,120		4,620	3.0%		163,895		4,775	3.0%
Prosecuting Attorney		133,728		161,642		130,023		138,925		143,100		4,175	3.0%		147,395		4,295	3.0%
Legal Program Total	$	284,262	$	295,912	$	288,940	$	293,425	$	302,220	$	8,795	3.0%	$	311,290	$	9,070	3.0%
Finance - Banking & Investments																		
Personal Services	$	-	$	-	$	-	$	10,465	$	10,410	$	(55)	-0.5%	$	10,670	$	260	2.5%
Supplies & Materials		-		-		-		38		42		4	10.5%		45		3	7.1%
Other Services & Charges		-		-		-		508		634		126	24.8%		645		11	1.7%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Subtotal		-		-		-		11,011		11,086		75	0.7%		11,360		274	2.5%
Finance - Budgeting / Financing Planning																		
Personal Services		-		-		-		74,350		74,000		(350)	-0.5%		75,850		1,850	2.5%
Supplies & Materials		-		-		-		254		278		24	9.4%		285		7	2.5%
Other Services & Charges		-		-		-		3,390		4,229		839	24.7%		4,315		86	2.0%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Subtotal		-		-		-		77,994		78,507		513	0.7%		80,450		1,943	2.5%
Finance - Business Licensing																		
Personal Services		-		-		-		7,990		7,620		(370)	-4.6%		7,770		150	2.0%
Supplies & Materials		-		-		-		51		56		5	9.8%		60		4	7.1%
Other Services & Charges		-		-		-		678		846		168	24.8%		865		19	2.2%
Capital Outlay		-		-		-		-		-		-	#DIV/0!		-		-	#DIV/0!
Subtotal		-		-		-		8,719		8,522		(197)	-2.3%		8,695		173	2.0%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Finance - Cash Receipts										
Personal Services	-	-	-	46,920	33,910	(13,010)	-27.7%	34,758	848	2.5%
Supplies & Materials	-	-	-	369	292	(77)	-20.9%	300	8	2.7%
Other Services & Charges	-	-	-	4,915	4,440	(475)	-9.7%	4,530	90	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	52,204	38,642	(13,562)	-26.0%	39,588	946	2.4%
Finance - Contract Administration										
Personal Services	-	-	-	7,435	7,400	(35)	-0.5%	7,585	185	2.5%
Supplies & Materials	-	-	-	25	28	3	12.0%	30	2	7.1%
Other Services & Charges	-	-	-	339	423	84	24.8%	430	7	1.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	7,799	7,851	52	0.7%	8,045	194	2.5%
Finance - Contractual Services (RVA, Cable)										
Personal Services	-	-	-	8,790	8,820	30	0.3%	9,040	220	2.5%
Supplies & Materials	-	-	-	51	56	5	9.8%	60	4	7.1%
Other Services & Charges	-	-	-	678	846	168	24.8%	860	14	1.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	9,519	9,722	203	2.1%	9,960	238	2.4%
Finance - Debt Management										
Personal Services	-	-	-	7,435	7,400	(35)	-0.5%	7,585	185	2.5%
Supplies & Materials	-	-	-	25	28	3	12.0%	30	2	7.1%
Other Services & Charges	-	-	-	339	423	84	24.8%	430	7	1.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	7,799	7,851	52	0.7%	8,045	194	2.5%
Finance - Economic Development										
Personal Services	-	-	-	7,435	7,400	(35)	-0.5%	7,585	185	2.5%
Supplies & Materials	-	-	-	25	28	3	12.0%	35	7	25.0%
Other Services & Charges	-	-	-	339	423	84	24.8%	430	7	1.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	7,799	7,851	52	0.7%	8,050	199	2.5%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Finance - Accounts Payable										
Personal Services	-	-	-	31,399	30,480	(919)	-2.9%	31,245	765	2.5%
Supplies & Materials	-	-	-	249	272	23	9.2%	280	8	2.9%
Other Services & Charges	-	-	-	3,322	4,144	822	24.7%	4,230	86	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	34,970	34,896	(74)	-0.2%	35,755	859	2.5%
Finance - General Ledger / Financial Reporting										
Personal Services	-	-	-	139,705	139,300	(405)	-0.3%	142,785	3,485	2.5%
Supplies & Materials	-	-	-	712	778	66	9.3%	795	17	2.2%
Other Services & Charges	-	-	-	9,494	11,840	2,346	24.7%	12,080	240	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	149,911	151,918	2,007	1.3%	155,660	3,742	2.5%
Finance - Lawful Gambling										
Personal Services	-	-	-	3,995	3,810	(185)	-4.6%	3,905	95	2.5%
Supplies & Materials	-	-	-	25	28	3	12.0%	30	2	7.1%
Other Services & Charges	-	-	-	339	423	84	24.8%	430	7	1.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	4,359	4,261	(98)	-2.2%	4,365	104	2.4%
Finance - Payroll										
Personal Services	-	-	-	67,919	64,994	(2,925)	-4.3%	66,620	1,626	2.5%
Supplies & Materials	-	-	-	453	494	41	9.1%	505	11	2.2%
Other Services & Charges	-	-	-	6,034	7,527	1,493	24.7%	7,680	153	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	74,406	73,015	(1,391)	-1.9%	74,805	1,790	2.5%
Finance - Reception Desk										
Personal Services	-	-	-	32,692	27,494	(5,198)	-15.9%	28,180	686	2.5%
Supplies & Materials	-	-	-	264	122	(142)	-53.8%	125	3	2.5%
Other Services & Charges	-	-	-	3,525	1,861	(1,664)	-47.2%	1,900	39	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	36,481	29,477	(7,004)	-19.2%	30,205	728	2.5%
Finance - Risk Management										
Personal Services	-	-	-	30,300	30,100	(200)	-0.7%	30,855	755	2.5%
Supplies & Materials	-	-	-	127	139	12	9.4%	140	1	0.7%
Other Services & Charges	-	-	-	1,695	2,114	419	24.7%	2,155	41	1.9%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	32,122	32,353	231	0.7%	33,150	797	2.5%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Finance - Utility Billing (partial cost)										
Personal Services	-	-	-	7,025	6,820	(205)	-2.9%	6,990	170	2.5%
Supplies & Materials	-	-	-	38	42	4	10.5%	45	3	7.1%
Other Services & Charges	-	-	-	508	634	126	24.8%	650	16	2.5%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	7,571	7,496	(75)	-1.0%	7,685	189	2.5%
Finance - Workers Compensation										
Personal Services	-	-	-	45,450	45,150	(300)	-0.7%	46,280	1,130	2.5%
Supplies & Materials	-	-	-	191	208	17	8.9%	210	2	1.0%
Other Services & Charges	-	-	-	2,542	3,172	630	24.8%	3,235	63	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	48,183	48,530	347	0.7%	49,725	1,195	2.5%
Finance - Organizational Management										
Personal Services	-	-	-	28,365	28,220	(145)	-0.5%	28,925	705	2.5%
Supplies & Materials	-	-	-	102	111	9	8.8%	115	4	3.6%
Other Services & Charges	-	-	-	1,356	1,691	335	24.7%	1,725	34	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	29,823	30,022	199	0.7%	30,765	743	2.5%
Finance - Total										
Personal Services	504,233	506,623	477,975	557,670	533,328	(24,342)	-4.4%	546,628	13,300	2.5%
Supplies & Materials	4,660	3,501	2,417	2,999	3,002	3	0.1%	3,090	88	2.9%
Other Services & Charges	31,741	28,083	32,302	40,001	45,670	5,669	14.2%	46,590	920	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Finance Program Total	$ 540,635	$ 538,206	$ 512,694	$ 600,670	$ 582,000	$ (18,670)	-3.1%	$ 596,308	$ 14,308	2.5%
Central Services										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	17,823	20,852	25,500	25,500	19,500	(6,000)	-23.5%	19,890	390	2.0%
Other Services & Charges	39,096	39,507	40,000	40,000	41,500	1,500	3.8%	42,330	830	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Central Services Program Total	$ 56,920	$ 60,358	$ 65,500	$ 65,500	$ 61,000	$ (4,500)	-6.9%	$ 62,220	$ 1,220	2.0%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
General Insurances										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	80,000	80,000	84,000	84,000	60,290	(23,710)	-28.2%	55,067	(5,223)	-8.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
General Insurances Program Total	$ 80,000	$ 80,000	$ 84,000	$ 84,000	$ 60,290	$ (23,710)	-28.2%	$ 55,067	$ (5,223)	-8.7%
Police Admin - Response to Public Requests										
Personal Services	$ -	$ -	$ -	$ 194,290	$ 180,530	$ (13,760)	-7.1%	$ 185,045	$ 4,515	2.5%
Supplies & Materials	-	-	-	5,545	5,627	82	1.5%	5,740	113	2.0%
Other Services & Charges	-	-	-	24,944	23,862	(1,082)	-4.3%	24,400	538	2.3%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	224,779	210,019	(14,760)	-6.6%	215,185	5,166	2.5%
Police Admin - Police Records / Reports										
Personal Services	-	-	-	184,875	175,215	(9,660)	-5.2%	179,595	4,380	2.5%
Supplies & Materials	-	-	-	5,892	6,116	224	3.8%	6,240	124	2.0%
Other Services & Charges	-	-	-	26,503	25,937	(566)	-2.1%	26,455	518	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	217,270	207,268	(10,002)	-4.6%	212,290	5,022	2.4%
Police Admin - Community Liaison										
Personal Services	-	-	-	143,280	119,860	(23,420)	-16.3%	122,855	2,995	2.5%
Supplies & Materials	-	-	-	3,235	2,813	(422)	-13.0%	2,870	57	2.0%
Other Services & Charges	-	-	-	14,551	11,931	(2,620)	-18.0%	12,170	239	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	161,066	134,604	(26,462)	-16.4%	137,895	3,291	2.4%
Police Admin - Organizational Management										
Personal Services	-	-	-	296,055	284,095	(11,960)	-4.0%	291,200	7,105	2.5%
Supplies & Materials	-	-	-	6,123	6,239	116	1.9%	6,365	126	2.0%
Other Services & Charges	-	-	-	27,542	26,456	(1,086)	-3.9%	26,985	529	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	329,720	316,790	(12,930)	-3.9%	324,550	7,760	2.4%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Police Admin Total										
Personal Services	287,209	276,410	284,285	818,500	759,700	(58,800)	-7.2%	778,695	18,995	2.5%
Supplies & Materials	20,392	14,539	8,704	20,795	20,795	-	0.0%	21,215	420	2.0%
Other Services & Charges	73,006	72,572	61,302	93,540	88,186	(5,354)	-5.7%	90,010	1,824	2.1%
Capital Outlay	74	77	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Police Admin Program Total	$ 380,681	$ 363,598	$ 354,291	$ 932,835	$ 868,681	$ (64,154)	-6.9%	$ 889,920	$ 21,239	2.4%
Police Patrol - 24x7x365 First Responder										
Personal Services	$ -	$ -	$ -	$ 1,980,230	$ 2,021,730	$ 41,500	2.1%	$ 2,072,275	$ 50,545	2.5%
Supplies & Materials	-	-	-	104,041	116,659	12,618	12.1%	118,990	2,331	2.0%
Other Services & Charges	-	-	-	43,764	15,858	(27,906)	-63.8%	18,175	2,317	14.6%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	2,128,035	2,154,247	26,212	1.2%	2,209,440	55,193	2.6%
Police Patrol - Public Safety Promo / Community Interaction										
Personal Services	-	-	-	527,145	527,795	650	0.1%	540,990	13,195	2.5%
Supplies & Materials	-	-	-	28,843	31,868	3,025	10.5%	32,505	637	2.0%
Other Services & Charges	-	-	-	11,047	1,649	(9,398)	-85.1%	2,280	631	38.3%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	567,035	561,312	(5,723)	-1.0%	575,775	14,463	2.6%
Police Patrol - Dispatch										
Personal Services	-	-	-	79,755	64,155	(15,600)	-19.6%	65,760	1,605	2.5%
Supplies & Materials	-	-	-	3,863	3,414	(449)	-11.6%	3,485	71	2.1%
Other Services & Charges	-	-	-	207,403	282,391	74,988	36.2%	288,040	5,649	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	291,021	349,960	58,939	20.3%	357,285	7,325	2.1%
Police Patrol - Police Reports (by officer)										
Personal Services	-	-	-	488,440	495,390	6,950	1.4%	507,775	12,385	2.5%
Supplies & Materials	-	-	-	27,040	30,161	3,121	11.5%	30,765	604	2.0%
Other Services & Charges	-	-	-	19,383	9,954	(9,429)	-48.6%	10,550	596	6.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	534,863	535,505	642	0.1%	549,090	13,585	2.5%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Police Patrol - Animal Control										
Personal Services	-	-	-	167,635	168,585	950	0.6%	172,800	4,215	2.5%
Supplies & Materials	-	-	-	9,271	10,243	972	10.5%	10,450	207	2.0%
Other Services & Charges	-	-	-	21,035	8,173	(12,862)	-61.1%	8,375	202	2.5%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	197,941	187,001	(10,940)	-5.5%	191,625	4,624	2.5%
Police Patrol - Organizational Management										
Personal Services	-	-	-	346,695	320,245	(26,450)	-7.6%	328,250	8,005	2.5%
Supplies & Materials	-	-	-	17,512	18,210	698	4.0%	18,575	365	2.0%
Other Services & Charges	-	-	-	19,478	85	(19,393)	-99.6%	450	365	429.4%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	383,685	338,540	(45,145)	-11.8%	347,275	8,735	2.6%
Police Patrol - Total										
Personal Services	3,723,238	3,927,348	4,072,077	3,589,900	3,597,900	8,000	0.2%	3,687,850	89,950	2.5%
Supplies & Materials	182,064	142,855	183,146	190,570	210,555	19,985	10.5%	214,770	4,215	2.0%
Other Services & Charges	230,370	250,615	411,854	322,110	318,110	(4,000)	-1.2%	327,870	9,760	3.1%
Capital Outlay	47,671	271	23,223	-	-	-	#DIV/0!	-	-	#DIV/0!
Police Patrol Program Total	$ 4,183,343	$ 4,321,089	$ 4,690,300	$ 4,102,580	$ 4,126,565	$ 23,985	0.6%	$ 4,230,490	$ 103,925	2.5%
Police Investigations - Crime Scene Processing										
Personal Services	$ -	$ -	$ -	$ 41,125	$ 50,480	$ 9,355	22.7%	$ 51,745	$ 1,265	2.5%
Supplies & Materials	-	-	-	1,881	1,994	113	6.0%	2,035	41	2.1%
Other Services & Charges	-	-	-	1,007	1,007	-	0.0%	1,025	18	1.8%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	44,013	53,481	9,468	21.5%	54,805	1,324	2.5%
Police Investigations - Public Safety Promo / Community Interaction										
Personal Services	-	-	-	117,260	119,140	1,880	1.6%	122,120	2,980	2.5%
Supplies & Materials	-	-	-	5,433	5,759	326	6.0%	5,875	116	2.0%
Other Services & Charges	-	-	-	2,910	2,910	-	0.0%	2,970	60	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	125,603	127,809	2,206	1.8%	130,965	3,156	2.5%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Police Investigations - Criminal Prosecutions										
Personal Services	-	-	-	622,075	618,990	(3,085)	-0.5%	634,465	15,475	2.5%
Supplies & Materials	-	-	-	28,211	29,903	1,692	6.0%	30,500	597	2.0%
Other Services & Charges	-	-	-	15,109	15,109	-	0.0%	15,410	301	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	665,395	664,002	(1,393)	-0.2%	680,375	16,373	2.5%
Police Investigations - Response to Public Requests										
Personal Services	-	-	-	10,160	10,910	750	7.4%	11,185	275	2.5%
Supplies & Materials	-	-	-	418	443	25	6.0%	455	12	2.7%
Other Services & Charges	-	-	-	224	224	-	0.0%	230	6	2.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	10,802	11,577	775	7.2%	11,870	293	2.5%
Police Investigations - Organizational Management										
Personal Services	-	-	-	40,640	43,640	3,000	7.4%	44,515	875	2.0%
Supplies & Materials	-	-	-	1,672	1,772	100	6.0%	1,805	33	1.9%
Other Services & Charges	-	-	-	895	895	-	0.0%	915	20	2.2%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	43,207	46,307	3,100	7.2%	47,235	928	2.0%
Police Investigations - Total										
Personal Services	758,571	799,236	812,595	831,260	843,160	11,900	1.4%	864,030	20,870	2.5%
Supplies & Materials	33,375	16,950	31,540	37,615	39,871	2,256	6.0%	40,670	799	2.0%
Other Services & Charges	4,837	16,141	10,748	20,145	20,145	-	0.0%	20,550	405	2.0%
Capital Outlay	-	530	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Police Investigations Program Total	$ 796,783	$ 832,857	$ 854,882	$ 889,020	$ 903,176	$ 14,156	1.6%	$ 925,250	$ 22,074	2.4%
Police Community Services										
Personal Services	83,642	85,317	41,115	35,050	136,650	101,600	289.9%	140,065	3,415	2.5%
Supplies & Materials	20,122	12,203	12,619	17,350	19,820	2,470	14.2%	20,215	395	2.0%
Other Services & Charges	8,095	7,390	8,500	13,555	13,555	-	0.0%	13,825	270	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Police Community Services Program Total	$ 111,859	$ 104,910	$ 62,234	$ 65,955	$ 170,025	$ 104,070	157.8%	$ 174,105	$ 4,080	2.4%

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Police Emergency Management										
Personal Services	1,791	1,039	4,075	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	5,290	1,888	2,911	1,735	1,735	-	0.0%	1,770	35	2.0%
Other Services & Charges	21,365	-	-	8,450	7,115	(1,335)	-15.8%	7,260	145	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Police Emergency Mgmt. Program Total	$ 28,446	$ 2,927	$ 6,986	$ 10,185	$ 8,850	$ (1,335)	-13.1%	$ 9,030	$ 180	2.0%
Police Lake Patrol										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	1,659	1,659	1,722	1,900	-	(1,900)	-100.0%	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Police Lake Patrol Program Total	$ 1,659	$ 1,659	$ 1,722	$ 1,900	$ -	$ (1,900)	-100.0%	$ -	$ -	#DIV/0!
Fire Admin - Administration & Planning										
Personal Services	$ -	$ -	$ -	$ 150,745	$ 150,975	$ 230	0.2%	$ 154,750	$ 3,775	2.5%
Supplies & Materials	-	-	-	3,641	3,574	(67)	-1.8%	3,645	71	2.0%
Other Services & Charges	-	-	-	11,939	10,922	(1,017)	-8.5%	11,140	218	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	166,325	165,471	(854)	-0.5%	169,535	4,064	2.5%
Fire Admin - Emergency Management										
Personal Services	-	-	-	-	4,050	4,050	#DIV/0!	4,150	100	2.5%
Supplies & Materials	-	-	-	87	123	36	41.4%	125	2	1.6%
Other Services & Charges	-	-	-	284	377	93	32.7%	385	8	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	371	4,550	4,179	1126.4%	4,660	110	2.4%
Fire Admin - Organizational Management										
Personal Services	-	-	-	35,450	51,675	16,225	45.8%	52,970	1,295	2.5%
Supplies & Materials	-	-	-	867	1,233	366	42.2%	1,260	27	2.2%
Other Services & Charges	-	-	-	2,842	3,766	924	32.5%	3,840	74	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	39,159	56,674	17,515	44.7%	58,070	1,396	2.5%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Fire Admin - Total										
Personal Services	267,441	276,259	203,062	186,195	206,700	20,505	11.0%	211,870	5,170	2.5%
Supplies & Materials	15,332	9,144	7,654	4,595	4,930	335	7.3%	5,030	100	2.0%
Other Services & Charges	60,121	40,349	41,847	15,065	15,065	-	0.0%	15,365	300	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Fire Admin Program Total	$ 342,893	$ 325,752	$ 252,562	$ 205,855	$ 226,695	$ 20,840	10.1%	$ 232,265	$ 5,570	2.5%
Fire Prevention - Administration & Planning										
Personal Services	$ -	$ -	$ -	$ 10,050	$ 9,930	$ (120)	-1.2%	$ 10,180	$ 250	2.5%
Supplies & Materials	-	-	-	97	117	20	20.6%	120	3	2.6%
Other Services & Charges	-	-	-	50	50	-	0.0%	50	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	10,197	10,097	(100)	-1.0%	10,350	253	2.5%
Fire Prevention - Fire Prevention										
Personal Services	-	-	-	178,250	174,970	(3,280)	-1.8%	179,350	4,380	2.5%
Supplies & Materials	-	-	-	1,838	2,228	390	21.2%	2,275	47	2.1%
Other Services & Charges	-	-	-	950	950	-	0.0%	970	20	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	181,038	178,148	(2,890)	-1.6%	182,595	4,447	2.5%
Fire Prevention - Total										
Personal Services	168,723	176,303	174,521	188,300	184,900	(3,400)	-1.8%	189,530	4,630	2.5%
Supplies & Materials	3,165	1,759	2,593	1,935	2,345	410	21.2%	2,395	50	2.1%
Other Services & Charges	3,218	382	382	1,000	1,000	-	0.0%	1,020	20	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Fire Prevention Program Total	$ 175,106	$ 178,444	$ 177,496	$ 191,235	$ 188,245	$ (2,990)	-1.6%	$ 192,945	$ 4,700	2.5%
Fire Fighting - Administration & Planning										
Personal Services	$ -	$ -	$ -	$ 67,060	$ 65,520	$ (1,540)	-2.3%	$ 67,160	$ 1,640	2.5%
Supplies & Materials	-	-	-	10,786	12,210	1,424	13.2%	12,455	245	2.0%
Other Services & Charges	-	-	-	19,448	22,025	2,577	13.3%	22,665	640	2.9%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	97,294	99,755	2,461	2.5%	102,280	2,525	2.5%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Fire Fighting - Fire Suppression / Operations										
Personal Services	-	-	-	314,815	256,335	(58,480)	-18.6%	262,745	6,410	2.5%
Supplies & Materials	-	-	-	26,964	20,059	(6,905)	-25.6%	20,460	401	2.0%
Other Services & Charges	-	-	-	38,621	17,613	(21,008)	-54.4%	18,665	1,052	6.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	380,400	294,007	(86,393)	-22.7%	301,870	7,863	2.7%
Fire Fighting - Emergency Medical Services										
Personal Services	-	-	-	556,830	549,045	(7,785)	-1.4%	562,770	13,725	2.5%
Supplies & Materials	-	-	-	29,275	37,501	8,226	28.1%	38,250	749	2.0%
Other Services & Charges	-	-	-	44,931	63,363	18,432	41.0%	65,330	1,967	3.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	631,036	649,909	18,873	3.0%	666,350	16,441	2.5%
Fire Fighting Total										
Personal Services	865,999	754,451	858,037	938,705	870,900	(67,805)	-7.2%	892,675	21,775	2.5%
Supplies & Materials	75,357	43,196	83,293	67,025	69,770	2,745	4.1%	71,165	1,395	2.0%
Other Services & Charges	149,977	80,951	158,249	103,000	103,001	1	0.0%	106,660	3,659	3.6%
Capital Outlay	52,832	29,028	3,912	-	-	-	#DIV/0!	-	-	#DIV/0!
Fire Fighting Program Total	$ 1,144,165	$ 907,626	$ 1,103,491	$ 1,108,730	$ 1,043,671	$ (65,059)	-5.9%	$ 1,070,500	$ 26,829	2.6%
Fire Training										
Personal Services	25,329	14,714	29,429	61,545	64,345	2,800	4.5%	65,955	1,610	2.5%
Supplies & Materials	172	-	1,062	2,000	2,000	-	0.0%	2,040	40	2.0%
Other Services & Charges	18,115	13,505	13,884	36,810	36,810	-	0.0%	37,545	735	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Fire Training Program Total	$ 43,616	$ 28,219	$ 44,375	$ 100,355	$ 103,155	$ 2,800	2.8%	$ 105,540	$ 2,385	2.3%
Fire Relief										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	301,000	209,228	365,502	355,000	255,000	(100,000)	-28.2%	255,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Fire Relief Program Total	$ 301,000	$ 209,228	$ 365,502	$ 355,000	$ 255,000	$ (100,000)	-28.2%	$ 255,000	$ -	0.0%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
PW Admin - Project Delivery										
Personal Services	$ -	$ -	$ -	$ 329,272	$ 319,421	$ (9,851)	-3.0%	$ 327,410	$ 7,989	2.5%
Supplies & Materials	-	-	-	4,706	4,332	(374)	-7.9%	4,420	88	2.0%
Other Services & Charges	-	-	-	8,900	9,840	940	10.6%	10,240	400	4.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	342,878	333,593	(9,285)	-2.7%	342,070	8,477	2.5%
PW Admin - Street Lighting										
Personal Services	-	-	-	3,380	3,355	(25)	-0.7%	3,440	85	2.5%
Supplies & Materials	-	-	-	54	47	(7)	-13.0%	48	1	2.1%
Other Services & Charges	-	-	-	216,013	210,213	(5,800)	-2.7%	214,415	4,202	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	219,447	213,615	(5,832)	-2.7%	217,903	4,288	2.0%
PW Admin - Permitting										
Personal Services	-	-	-	45,038	44,494	(544)	-1.2%	45,610	1,116	2.5%
Supplies & Materials	-	-	-	655	628	(27)	-4.1%	640	12	1.9%
Other Services & Charges	-	-	-	3,729	2,875	(854)	-22.9%	2,935	60	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	49,422	47,997	(1,425)	-2.9%	49,185	1,188	2.5%
PW Admin - Engineering/Customer Service										
Personal Services	-	-	-	123,842	122,344	(1,498)	-1.2%	125,405	3,061	2.5%
Supplies & Materials	-	-	-	159	1,850	1,691	1063.5%	1,890	40	2.2%
Other Services & Charges	-	-	-	8,155	8,476	321	3.9%	8,650	174	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	132,156	132,670	514	0.4%	135,945	3,275	2.5%
PW Admin - Storm Water Management										
Personal Services	-	-	-	34,746	34,361	(385)	-1.1%	35,220	859	2.5%
Supplies & Materials	-	-	-	340	367	27	7.9%	375	8	2.2%
Other Services & Charges	-	-	-	1,338	1,680	342	25.6%	1,714	34	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	36,424	36,408	(16)	0.0%	37,309	901	2.5%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
PW Admin - Organizational Management										
Personal Services	-	-	-	106,043	105,160	(883)	-0.8%	107,790	2,630	2.5%
Supplies & Materials	-	-	-	1,685	974	(711)	-42.2%	995	21	2.2%
Other Services & Charges	-	-	-	4,414	4,465	51	1.2%	4,555	90	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	112,142	110,599	(1,543)	-1.4%	113,340	2,741	2.5%
PW Admin Total										
Personal Services	654,345	673,089	671,065	642,321	629,135	(13,186)	-2.1%	644,875	15,740	2.5%
Supplies & Materials	5,731	5,235	4,818	7,599	8,198	599	7.9%	8,368	170	2.1%
Other Services & Charges	27,053	18,358	20,497	242,549	237,549	(5,000)	-2.1%	242,509	4,960	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
PW Admin Program Total	$ 687,128	$ 696,682	$ 696,379	$ 892,469	$ 874,882	$ (17,587)	-2.0%	$ 895,752	$ 20,870	2.4%
Streets - Pavement Maintenance										
Personal Services	$ -	$ -	$ -	$ 201,282	$ 174,487	$ (26,795)	-13.3%	$ 178,850	$ 4,363	2.5%
Supplies & Materials	-	-	-	256,941	156,351	(100,590)	-39.1%	159,480	3,129	2.0%
Other Services & Charges	-	-	-	34,657	17,592	(17,065)	-49.2%	19,340	1,748	9.9%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	492,880	348,430	(144,450)	-29.3%	357,670	9,240	2.7%
Streets - Winter Road Maintenance										
Personal Services	-	-	-	47,529	28,865	(18,664)	-39.3%	29,590	725	2.5%
Supplies & Materials	-	-	-	118,850	31,028	(87,822)	-73.9%	31,650	622	2.0%
Other Services & Charges	-	-	-	45,856	7,383	(38,473)	-83.9%	7,730	347	4.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	212,235	67,276	(144,959)	-68.3%	68,970	1,694	2.5%
Streets - Traffic Mgmt & Control										
Personal Services	-	-	-	61,836	47,192	(14,644)	-23.7%	48,370	1,178	2.5%
Supplies & Materials	-	-	-	11,526	52,466	40,940	355.2%	53,515	1,049	2.0%
Other Services & Charges	-	-	-	6,093	9,393	3,300	54.2%	9,980	587	6.2%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	79,455	109,051	29,596	37.2%	111,865	2,814	2.6%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Streets - Streetscape & ROW										
Personal Services	-	-	-	148,551	102,430	(46,121)	-31.0%	104,990	2,560	2.5%
Supplies & Materials	-	-	-	26,862	110,010	83,148	309.5%	112,210	2,200	2.0%
Other Services & Charges	-	-	-	59,681	81,631	21,950	36.8%	82,865	1,234	1.5%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	235,094	294,071	58,977	25.1%	300,065	5,994	2.0%
Streets - Pathways & Parking Lots										
Personal Services	-	-	-	23,747	16,730	(7,017)	-29.5%	17,150	420	2.5%
Supplies & Materials	-	-	-	23,106	17,005	(6,101)	-26.4%	17,345	340	2.0%
Other Services & Charges	-	-	-	135,392	154,527	19,135	14.1%	154,720	193	0.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	182,245	188,262	6,017	3.3%	189,215	953	0.5%
Streets - Organizational Management										
Personal Services	-	-	-	44,917	44,811	(106)	-0.2%	45,930	1,119	2.5%
Supplies & Materials	-	-	-	1,250	42,795	41,545	3323.6%	43,650	855	2.0%
Other Services & Charges	-	-	-	(9,666)	18,975	28,641	-296.3%	19,455	480	2.5%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	36,501	106,581	70,080	192.0%	109,035	2,454	2.3%
Streets Total										
Personal Services	588,020	509,018	491,388	527,862	414,515	(113,347)	-21.5%	424,880	10,365	2.5%
Supplies & Materials	376,715	295,962	403,294	438,535	409,655	(28,880)	-6.6%	417,850	8,195	2.0%
Other Services & Charges	181,400	55,041	226,272	272,013	289,501	17,488	6.4%	294,090	4,589	1.6%
Capital Outlay	12,559	-	33,873	-	-	-	#DIV/0!	-	-	#DIV/0!
Streets Program Total	$ 1,158,695	$ 860,021	$ 1,154,827	$ 1,238,410	$ 1,113,671	$ (124,739)	-10.1%	$ 1,136,820	$ 23,149	2.1%
Street Lighting										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	172,585	191,515	181,835	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Street Lighting Capital Program Total	$ 172,585	$ 191,515	$ 181,835	$ -	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Building Maintenance - Custodial Services										
Personal Services	$ -	$ -	$ -	$ 11,156	$ 11,067	$ (89)	-0.8%	$ 11,345	$ 278	2.5%
Supplies & Materials	-	-	-	7,817	3,488	(4,329)	-55.4%	3,560	72	2.1%
Other Services & Charges	-	-	-	69,000	45,148	(23,852)	-34.6%	46,050	902	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	87,973	59,703	(28,270)	-32.1%	60,955	1,252	2.1%
Building Maintenance - General Maintenance										
Personal Services	-	-	-	41,385	33,345	(8,040)	-19.4%	34,180	835	2.5%
Supplies & Materials	-	-	-	15,633	11,031	(4,602)	-29.4%	11,250	219	2.0%
Other Services & Charges	-	-	-	277,451	142,767	(134,684)	-48.5%	145,625	2,858	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	334,469	187,143	(147,326)	-44.0%	191,055	3,912	2.1%
Building Maintenance - Organizational Mgmt										
Personal Services	-	-	-	32,561	32,303	(258)	-0.8%	33,110	807	2.5%
Supplies & Materials	-	-	-	1,250	10,181	8,931	714.5%	10,385	204	2.0%
Other Services & Charges	-	-	-	1,250	131,786	130,536	10442.9%	134,425	2,639	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	35,061	174,270	139,209	397.0%	177,920	3,650	2.1%
Building Maintenance Total										
Personal Services	7,407	8,175	8,276	85,102	76,715	(8,387)	-9.9%	78,635	1,920	2.5%
Supplies & Materials	21,606	21,192	19,666	24,700	24,700	-	0.0%	25,195	495	2.0%
Other Services & Charges	323,571	260,534	267,394	347,701	319,701	(28,000)	-8.1%	326,100	6,399	2.0%
Capital Outlay	-	3,896	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Building Maintenance Program Total	$ 352,584	$ 293,797	$ 295,336	$ 457,503	$ 421,116	$ (36,387)	-8.0%	$ 429,930	$ 8,814	2.1%
Central Garage - Vehicle Repair										
Personal Services	$ -	$ -	$ -	$ 129,396	$ 128,442	$ (954)	-0.7%	$ 131,635	$ 3,193	2.5%
Supplies & Materials	-	-	-	2,500	1,817	(683)	-27.3%	1,855	38	2.1%
Other Services & Charges	-	-	-	1,425	3,580	2,155	151.2%	3,650	70	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	133,321	133,839	518	0.4%	137,140	3,301	2.5%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Central Garage - Organizational Mgmt.										
Personal Services	-	-	-	54,222	53,903	(319)	-0.6%	55,250	1,347	2.5%
Supplies & Materials	-	-	-	-	683	683	#DIV/0!	700	17	2.5%
Other Services & Charges	-	-	-	-	1,344	1,344	#DIV/0!	1,370	26	1.9%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	54,222	55,930	1,708	3.2%	57,320	1,390	2.5%
Central Garage Total										
Personal Services	140,704	144,877	158,705	183,618	182,345	(1,273)	-0.7%	186,885	4,540	2.5%
Supplies & Materials	(33,906)	36,382	3,911	2,500	2,500	-	0.0%	2,555	55	2.2%
Other Services & Charges	23,462	25,546	(3,594)	1,425	4,924	3,499	245.5%	5,020	96	1.9%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Central Garage Program Total	$ 130,260	$ 206,805	$ 159,022	$ 187,543	$ 189,769	$ 2,226	1.2%	$ 194,460	$ 4,691	2.5%
General Fund Programs Total	$ 11,678,993	$ 11,181,161	$ 12,080,834	$ 12,806,120	$ 12,377,946	(428,174)	-3.3%	$ 12,664,732	286,786	2.3%
Recreation Admin - Personnel Mgmt										
Personal Services	$ -	$ -	$ -	$ 81,169	$ 79,319	$ (1,850)	-2.3%	$ 81,305	$ 1,986	2.5%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	7,188	7,600	412	5.7%	7,790	190	2.5%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	88,357	86,919	(1,438)	-1.6%	89,095	2,176	2.5%
Recreation Admin - Financial Mgmt										
Personal Services	-	-	-	59,209	44,466	(14,743)	-24.9%	45,580	1,114	2.5%
Supplies & Materials	-	-	-	(395)	-	395	-100.0%	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	58,814	44,466	(14,348)	-24.4%	45,580	1,114	2.5%
Recreation Admin - Planning & Development										
Personal Services	-	-	-	71,369	69,506	(1,863)	-2.6%	71,245	1,739	2.5%
Supplies & Materials	-	-	-	2,000	2,000	-	0.0%	2,040	40	2.0%
Other Services & Charges	-	-	-	4,682	5,000	318	6.8%	5,100	100	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	78,051	76,506	(1,545)	-2.0%	78,385	1,879	2.5%

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Recreation Admin - Community Svcs										
Personal Services	-	-	-	206,109	180,150	(25,959)	-12.6%	184,655	4,505	2.5%
Supplies & Materials	-	-	-	5,500	5,500	-	0.0%	5,610	110	2.0%
Other Services & Charges	-	-	-	38,940	40,500	1,560	4.0%	41,370	870	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	250,549	226,150	(24,399)	-9.7%	231,635	5,485	2.4%
Recreation Admin - City-wide Support										
Personal Services	-	-	-	28,480	28,339	(141)	-0.5%	29,050	711	2.5%
Supplies & Materials	-	-	-	(114)	2	116	-101.8%	2	-	0.0%
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	28,366	28,341	(25)	-0.1%	29,052	711	2.5%
Recreation Admin - Organizational Mgmt										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	31,514	26,515	(4,999)	-15.9%	27,045	530	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	31,514	26,515	(4,999)	-15.9%	27,045	530	2.0%
Recreation Admin Total										
Personal Services	622,666	654,824	676,546	446,336	401,780	(44,556)	-10.0%	411,835	10,055	2.5%
Supplies & Materials	6,948	7,935	6,645	6,991	7,502	511	7.3%	7,652	150	2.0%
Other Services & Charges	81,766	101,979	97,946	82,324	79,615	(2,709)	-3.3%	81,305	1,690	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Recreation Admin Program Total	$ 711,379	$ 764,737	$ 781,138	$ 535,651	$ 488,897	$ (46,754)	-8.7%	$ 500,792	$ 11,895	2.4%
Recreation Programs - Program Mgmt										
Personal Services	$ -	$ -	$ -	$ 486,939	$ 490,757	$ 3,818	0.8%	$ 503,025	$ 12,268	2.5%
Supplies & Materials	-	-	-	61,382	63,000	1,618	2.6%	64,260	1,260	2.0%
Other Services & Charges	-	-	-	239,654	273,000	33,346	13.9%	278,460	5,460	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	787,975	826,757	38,782	4.9%	845,745	18,988	2.3%

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Recreation Programs - Personnel Mgmt										
Personal Services	-	-	-	68,953	69,419	466	0.7%	71,155	1,736	2.5%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	(1,219)	-	1,219	-100.0%	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	67,734	69,419	1,685	2.5%	71,155	1,736	2.5%
Recreation Programs - Facility Mgmt										
Personal Services	-	-	-	96,168	96,300	132	0.1%	98,710	2,410	2.5%
Supplies & Materials	-	-	-	17,500	22,552	5,052	28.9%	23,000	448	2.0%
Other Services & Charges	-	-	-	123,923	118,992	(4,931)	-4.0%	121,375	2,383	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	237,591	237,844	253	0.1%	243,085	5,241	2.2%
Recreation Programs - Volunteer Mgmt										
Personal Services	-	-	-	74,720	74,000	(720)	-1.0%	75,850	1,850	2.5%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	8,911	14,000	5,089	57.1%	14,280	280	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	83,631	88,000	4,369	5.2%	90,130	2,130	2.4%
Recreation Admin - Organizational Mgmt										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	64,345	64,345	-	0.0%	65,635	1,290	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	64,345	64,345	-	0.0%	65,635	1,290	2.0%
Recreation Programs Total										
Personal Services	373,767	401,540	406,965	726,780	730,476	3,696	0.5%	748,740	18,264	2.5%
Supplies & Materials	80,477	65,513	168,424	78,882	85,552	6,670	8.5%	87,260	1,708	2.0%
Other Services & Charges	419,236	395,620	305,581	435,614	470,337	34,723	8.0%	479,750	9,413	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Recreation Programs Total	$ 873,480	$ 862,673	$ 880,969	$ 1,241,276	$ 1,286,365	$ 45,089	3.6%	$ 1,315,750	$ 29,385	2.3%

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Skating Center - OVAL										
Personal Services	$ -	$ -	$ -	$ 244,711	$ 232,750	$ (11,961)	-4.9%	$ 238,700	$ 5,950	2.6%
Supplies & Materials	-	-	-	35,500	36,350	850	2.4%	37,080	730	2.0%
Other Services & Charges	-	-	-	132,278	137,730	5,452	4.1%	140,800	3,070	2.2%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	412,489	406,830	(5,659)	-1.4%	416,580	9,750	2.4%
Skating Center - Arena										
Personal Services	-	-	-	257,650	245,000	(12,650)	-4.9%	251,125	6,125	2.5%
Supplies & Materials	-	-	-	26,900	27,065	165	0.6%	27,650	585	2.2%
Other Services & Charges	-	-	-	143,101	148,181	5,080	3.5%	151,400	3,219	2.2%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	427,651	420,246	(7,405)	-1.7%	430,175	9,929	2.4%
Skating Center - Banquet Area										
Personal Services	-	-	-	81,581	75,250	(6,331)	-7.8%	77,130	1,880	2.5%
Supplies & Materials	-	-	-	4,800	4,800	-	0.0%	4,895	95	2.0%
Other Services & Charges	-	-	-	56,348	58,580	2,232	4.0%	59,755	1,175	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	142,729	138,630	(4,099)	-2.9%	141,780	3,150	2.3%
Skating Center - Department Wide Support										
Personal Services	-	-	-	48,661	45,925	(2,736)	-5.6%	47,075	1,150	2.5%
Supplies & Materials	-	-	-	300	300	-	0.0%	310	10	3.3%
Other Services & Charges	-	-	-	(1,487)	-	1,487	-100.0%	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	47,474	46,225	(1,249)	-2.6%	47,385	1,160	2.5%
Skating Center Total										
Personal Services	569,903	594,005	562,757	632,603	598,925	(33,678)	-5.3%	614,030	15,105	2.5%
Supplies & Materials	60,741	55,819	45,695	67,500	68,515	1,015	1.5%	69,935	1,420	2.1%
Other Services & Charges	342,676	337,417	319,981	330,240	344,491	14,251	4.3%	351,955	7,464	2.2%
Capital Outlay	33,860	6,133	6,443	-	-	-	#DIV/0!	-	-	#DIV/0!
Skating Center Program Total	$ 1,007,180	$ 993,375	$ 934,876	$ 1,030,343	$ 1,011,931	$ (18,412)	-1.8%	$ 1,035,920	$ 23,989	2.4%

City of Roseville

2012-2013 Budget Summary - Tax Supported Programs

Attachment D

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Parks & Recreation Maintenance - Grounds Maintenance										
Personal Services	$ -	$ -	$ -	$ 210,215	$ 242,000	$ 31,785	15.1%	$ 248,199	$ 6,199	2.6%
Supplies & Materials	-	-	-	35,498	35,000	(498)	-1.4%	35,800	800	2.3%
Other Services & Charges	-	-	-	60,566	62,000	1,434	2.4%	63,650	1,650	2.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	306,279	339,000	32,721	10.7%	347,649	8,649	2.6%
Parks & Recreation Maintenance - Facility Maintenance										
Personal Services	-	-	-	192,910	188,750	(4,160)	-2.2%	193,500	4,750	2.5%
Supplies & Materials	-	-	-	32,992	38,060	5,068	15.4%	38,820	760	2.0%
Other Services & Charges	-	-	-	82,755	81,409	(1,346)	-1.6%	83,440	2,031	2.5%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	308,657	308,219	(438)	-0.1%	315,760	7,541	2.4%
						(308,219)				
Parks & Recreation Maintenance - Equipment Maintenance										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	1,057	1,200	143	13.5%	1,225	25	2.1%
Other Services & Charges	-	-	-	65	-	(65)	-100.0%	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	1,122	1,200	78	7.0%	1,225	25	2.1%
Parks & Recreation Maintenance - Natural Resources										
Personal Services	-	-	-	83,075	91,000	7,925	9.5%	93,300	2,300	2.5%
Supplies & Materials	-	-	-	14,127	16,000	1,873	13.3%	16,320	320	2.0%
Other Services & Charges	-	-	-	42,399	42,000	(399)	-0.9%	42,840	840	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	139,601	149,000	9,399	6.7%	152,460	3,460	2.3%
Parks & Recreation Maintenance - Dept. wide Support										
Personal Services	-	-	-	93,135	98,000	4,865	5.2%	100,450	2,450	2.5%
Supplies & Materials	-	-	-	14,851	15,000	149	1.0%	15,400	400	2.7%
Other Services & Charges	-	-	-	8,557	9,000	443	5.2%	9,200	200	2.2%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	116,543	122,000	5,457	4.7%	125,050	3,050	2.5%

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Parks & Recreation Maintenance - Citywide Support										
Personal Services	-	-	-	41,815	44,000	2,185	5.2%	45,100	1,100	2.5%
Supplies & Materials	-	-	-	6,520	7,001	481	7.4%	7,140	139	2.0%
Other Services & Charges	-	-	-	4,068	4,000	(68)	-1.7%	4,079	79	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	52,403	55,001	2,598	5.0%	56,319	1,318	2.4%
Parks & Recreation Maintenance - Total										
Personal Services	684,529	650,787	670,242	621,150	663,750	42,600	6.9%	680,549	16,799	2.5%
Supplies & Materials	100,383	71,545	96,823	105,045	112,261	7,216	6.9%	114,705	2,444	2.2%
Other Services & Charges	192,697	135,295	189,746	198,410	198,409	(1)	0.0%	203,209	4,800	2.4%
Capital Outlay	-	127	3,411	-	-	-	#DIV/0!	-	-	#DIV/0!
Park & Rec Maint. Program Total	$ 977,610	$ 857,754	$ 960,223	$ 924,605	$ 974,420	$ 49,815	5.4%	$ 998,463	$ 24,043	2.5%
Parks Improvement Program - Total										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	219,823	410,086	76,073	-	-	-	#DIV/0!	-	-	#DIV/0!
Park Improvement Program Total	$ 219,823	$ 410,086	$ 76,073	$ -	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!
Parks & Recreation Programs Total	$ 3,789,472	$ 3,888,625	$ 3,633,280	$ 3,731,875	$ 3,761,613	29,738	0.8%	$ 3,850,925	89,312	2.4%
Equipment Replacement - Total										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	157,177	295,667	401,902	-	-	-	#DIV/0!	-	-	#DIV/0!
Equipment Replacement Total	$ 157,177	$ 295,667	$ 401,902	$ -	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!

Attachment D

City of Roseville
2012-2013 Budget Summary - Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Building Replacement - Total										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	2,386,369	324,330	157,217	-	-	-	#DIV/0!	-	-	#DIV/0!
Building Replacement Total	$ 2,386,369	$ 324,330	$ 157,217	$ -	$ -	$ -	#DIV/0!	$ -	$ -	#DIV/0!
Debt Service Total	$ 1,336,065	$ 2,516,649	$ 1,692,205	$ 1,490,000	$ 1,490,000	-	0.0%	$ 1,490,000	-	0.0%
Contingency	$ -	$ -	$ -	$ -	$ 53,635	53,635	#DIV/0!	$ 53,635	-	0.0%
Tax-Supported Programs Total	**$ 19,348,076**	**$ 18,206,432**	**$ 17,965,438**	**$ 18,027,995**	**$ 17,683,194**	**(344,801)**	**-1.9%**	**$ 18,059,292**	**376,098**	**2.1%**

	2011 Budget	2012 Budget	$$ Incr. (Decr.)	% Incr. (Decr.)	2013 Budget	$$ Incr. (Decr.)	% Incr. (Decr.)
Personal Services	$ 11,731,406	$ 11,516,035	$ (215,371)		$ 11,802,997	$ 286,962	2.5%
Supplies & Materials	1,108,711	1,116,121	7,410		1,138,680	22,559	2.0%
Other Services & Charges	3,697,878	3,507,403	(190,475)		3,573,980	66,577	1.9%
Capital Outlay	-	-	-		-	-	#DIV/0!
Debt Service	1,490,000	1,490,000	-		1,490,000	-	0.0%
Contingency	-	53,635	53,635		53,635	-	
Total Operations	$ 18,027,995	$ 17,683,194	$ (344,801)	-1.9%	$ 18,059,292	$ 376,098	2.1%
Vehicle Purchases	$ 461,000	$ 711,000	$ 250,000		$ 711,000	$ -	
Equipment Purchases	232,874	393,000	160,126		393,000	-	
General Facilities	25,000	257,000	232,000		257,000	-	
Park Improvements	185,000	40,000	(145,000)		40,000	-	
Total Capital	$ 903,874	$ 1,401,000	$ 497,126	55.0%	$ 1,401,000	$ -	0.0%
Total Budget	**$ 18,931,869**	**$ 19,084,194**	**$ 152,325**	**0.8%**	**$ 19,460,292**	**376,098**	**2.0%**
CM Restored		$ 287,230					

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Planning - Current										
Personal Services	$ -	$ -	$ -	$ 254,662	$ 247,215	$ (7,447)	-2.9%	$ 253,395	$ 6,180	2.5%
Supplies & Materials	-	-	-	3,402	2,879	(523)	-15.4%	2,940	61	2.1%
Other Services & Charges	-	-	-	42,171	43,102	931	2.2%	43,965	863	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	300,235	293,196	(7,039)	-2.3%	300,300	7,104	2.4%
Planning - Long Range										
Personal Services	-	-	-	51,103	31,442	(19,661)	-38.5%	32,230	788	2.5%
Supplies & Materials	-	-	-	652	307	(345)	-52.9%	315	8	2.6%
Other Services & Charges	-	-	-	8,087	4,601	(3,486)	-43.1%	4,690	89	1.9%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	59,842	36,350	(23,492)	-39.3%	37,235	885	2.4%
Planning - Zone Code Enforcement										
Personal Services	-	-	-	20,436	13,805	(6,631)	-32.4%	14,150	345	2.5%
Supplies & Materials	-	-	-	244	135	(109)	-44.7%	135	-	0.0%
Other Services & Charges	-	-	-	3,023	2,018	(1,005)	-33.2%	2,060	42	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	23,703	15,958	(7,745)	-32.7%	16,345	387	2.4%
Planning - Organizational Management										
Personal Services	-	-	-	20,842	21,445	603	2.9%	21,980	535	2.5%
Supplies & Materials	-	-	-	202	179	(23)	-11.4%	185	6	3.4%
Other Services & Charges	-	-	-	2,509	2,680	171	6.8%	2,735	55	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	23,553	24,304	751	3.2%	24,900	596	2.5%
Planning Total										
Personal Services	222,389	235,100	243,685	347,043	313,907	(33,136)	-9.5%	321,755	7,848	2.5%
Supplies & Materials	300	134	116	4,500	3,500	(1,000)	-22.2%	3,575	75	2.1%
Other Services & Charges	138,805	39,488	52,027	55,790	52,401	(3,389)	-6.1%	53,450	1,049	2.0%
Capital Outlay	405	3,393	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Planning Program Total	$ 361,899	$ 278,115	$ 295,828	$ 407,333	$ 369,808	$ (37,525)	-9.2%	$ 378,780	$ 8,972	2.4%

Attachment E

City of Roseville
2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Economic Development -										
Personal Services	$ -	$ -	$ -	$ 82,024	$ 28,460	$ (53,564)	-65.3%	$ 29,175	$ 715	2.5%
Supplies & Materials	-	-	-	1,899	2,024	125	6.6%	2,065	41	2.0%
Other Services & Charges	-	-	-	20,946	19,729	(1,217)	-5.8%	20,125	396	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	104,869	50,213	(54,656)	-52.1%	51,365	1,152	2.3%
Economic Development - Organizational Management										
Personal Services	-	-	-	6,524	6,688	164	2.5%	6,855	167	2.5%
Supplies & Materials	-	-	-	101	476	375	371.3%	485	9	1.9%
Other Services & Charges	-	-	-	1,119	4,636	3,517	314.3%	4,730	94	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	7,744	11,800	4,056	52.4%	12,070	270	2.3%
Economic Development - Total										
Personal Services	130,503	188,997	195,456	88,548	35,148	(53,400)	-60.3%	36,030	882	2.5%
Supplies & Materials	5,905	4,219	2,777	2,000	2,500	500	25.0%	2,550	50	2.0%
Other Services & Charges	20,623	21,937	33,957	22,065	24,365	2,300	10.4%	24,855	490	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Economic Development Program Total	$ 157,032	$ 215,153	$ 232,190	$ 112,613	$ 62,013	$ (50,600)	-44.9%	$ 63,435	$ 1,422	2.3%
Code Enforcement - Building Codes & Permits										
Personal Services	$ -	$ -	$ -	$ 310,565	$ 258,150	$ (52,415)	-16.9%	$ 264,605	$ 6,455	2.5%
Supplies & Materials	-	-	-	5,139	7,190	2,051	39.9%	7,335	145	2.0%
Other Services & Charges	-	-	-	82,542	92,096	9,554	11.6%	93,940	1,844	2.0%
Capital Outlay	-	-	-	10,089	22,377	12,288	121.8%	-	(22,377)	-100.0%
Subtotal	-	-	-	408,335	379,813	(28,522)	-7.0%	365,880	(13,933)	-3.7%
Code Enforcement - Nuisance Code Enforcement										
Personal Services	-	-	-	-	53,068	53,068	#DIV/0!	54,395	1,327	2.5%
Supplies & Materials	-	-	-	-	1,378	1,378	#DIV/0!	1,405	27	2.0%
Other Services & Charges	-	-	-	33,980	17,652	(16,328)	-48.1%	18,005	353	2.0%
Capital Outlay	-	-	-	-	4,289	4,289	#DIV/0!	-	(4,289)	-100.0%
Subtotal	-	-	-	33,980	76,387	42,407	124.8%	73,805	(2,582)	-3.4%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Code Enforcement - Organizational Management										
Personal Services	-	-	-	52,847	52,583	(264)	-0.5%	53,900	1,317	2.5%
Supplies & Materials	-	-	-	613	1,071	458	74.7%	1,090	19	1.8%
Other Services & Charges	-	-	-	9,839	13,722	3,883	39.5%	13,995	273	2.0%
Capital Outlay	-	-	-	1,203	3,334	2,131	177.1%	-	(3,334)	-100.0%
Subtotal	-	-	-	64,502	70,710	6,208	9.6%	68,985	(1,725)	-2.4%
Code Enforcement Total				-						
Personal Services	475,164	519,379	519,735	363,412	363,801	389	0.1%	372,900	9,099	2.5%
Supplies & Materials	7,188	5,894	7,523	5,752	9,639	3,887	67.6%	9,830	191	2.0%
Other Services & Charges	121,557	109,221	116,402	126,361	123,470	(2,891)	-2.3%	125,940	2,470	2.0%
Capital Outlay	24,294	15,371	-	11,292	30,000	18,708	165.7%	-	(30,000)	-100.0%
Code Enforcement Program Total	$ 628,203	$ 649,864	$ 643,659	$ 506,817	$ 526,910	$ 20,093	4.0%	$ 508,670	$ (18,240)	-3.5%
GIS - GIS										
Personal Services	$ -	$ -	$ -	$ 64,240	$ 62,240	$ (2,000)	-3.1%	$ 63,795	$ 1,555	2.5%
Supplies & Materials	-	-	-	96	82	(14)	-14.6%	85	3	3.7%
Other Services & Charges	-	-	-	1,343	3,959	2,616	194.8%	4,040	81	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	65,679	66,281	602	0.9%	67,920	1,639	2.5%
GIS - Organizational Management										
Personal Services	-	-	-	4,821	25,614	20,793	431.3%	26,255	641	2.5%
Supplies & Materials	-	-	-	4	18	14	350.0%	20	2	11.1%
Other Services & Charges	-	-	-	57	891	834	1463.2%	910	19	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	4,882	26,523	21,641	443.3%	27,185	662	2.5%
GIS - Total										
Personal Services	72,058	75,111	76,544	69,061	87,854	18,793	27.2%	90,050	2,196	2.5%
Supplies & Materials	-	104	3,778	100	100	-	0.0%	105	5	5.0%
Other Services & Charges	3,869	7,169	-	1,400	4,850	3,450	246.4%	4,950	100	2.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
GIS Program Total	$ 75,927	$ 82,384	$ 80,322	$ 70,561	$ 92,804	$ 22,243	31.5%	$ 95,105	$ 2,301	2.5%
Total Community Development	$ 1,223,061	$ 1,225,516	$ 1,251,999	$ 1,097,324	$ 1,051,535	(45,789)	-4.2%	$ 1,045,990	(5,545)	-0.5%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Communications - Newsletter/News Reporting										
Personal Services	$ -	$ -	$ -	$ 86,205	$ 84,173	$ (2,032)	-2.4%	$ 80,650	$ (3,523)	-4.2%
Supplies & Materials	-	-	-	1,347	1,312	(35)	-2.6%	1,340	28	2.1%
Other Services & Charges	-	-	-	56,000	54,686	(1,314)	-2.3%	55,780	1,094	2.0%
Capital Outlay	-	-	-	-	5,249	5,249	#DIV/0!	5,249	-	0.0%
Subtotal	-	-	-	143,552	145,420	1,868	1.3%	143,019	(2,401)	-1.7%
Communications - Audio/Visual										
Personal Services	-	-	-	30,783	36,605	5,822	18.9%	35,500	(1,105)	-3.0%
Supplies & Materials	-	-	-	491	478	(13)	-2.6%	485	7	1.5%
Other Services & Charges	-	-	-	28,000	19,944	(8,056)	-28.8%	20,340	396	2.0%
Capital Outlay	-	-	-	10,000	1,914	(8,086)	-80.9%	1,914	-	0.0%
Subtotal	-	-	-	69,274	58,941	(10,333)	-14.9%	58,239	(702)	-1.2%
Communications - Internet/Website										
Personal Services	-	-	-	25,817	44,729	18,912	73.3%	43,302	(1,427)	-3.2%
Supplies & Materials	-	-	-	411	710	299	72.7%	725	15	2.1%
Other Services & Charges	-	-	-	21,926	29,595	7,669	35.0%	30,185	590	2.0%
Capital Outlay	-	-	-	-	2,840	2,840	#DIV/0!	2,840	-	0.0%
Subtotal	-	-	-	48,154	77,874	29,720	61.7%	77,052	(822)	-1.1%
Communications - NSCC Member Dues										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	84,500	84,500	-	0.0%	86,190	1,690	2.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	84,500	84,500	-	0.0%	86,190	1,690	2.0%
Communications - Organizational Management										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!

City of Roseville **Attachment E**

2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Communications Total										
Personal Services	126,297	119,890	124,060	142,805	165,507	22,702	15.9%	159,452	(6,055)	-3.7%
Supplies & Materials	1,945	1,134	450	2,249	2,500	251	11.2%	2,550	50	2.0%
Other Services & Charges	150,980	173,463	169,718	190,426	188,725	(1,701)	-0.9%	192,495	3,770	2.0%
Capital Outlay	9,665	3,773	5,527	10,000	10,003	3	0.0%	10,003	-	0.0%
Communications Program Total	$ 288,887	$ 298,260	$ 299,755	$ 345,480	$ 366,735	$ 21,255	6.2%	$ 364,500	$ (2,235)	-0.6%
Information Technology - Enterprise Applications										
Personal Services	$ -	$ -	$ -	$ 224,925	$ 219,070	$ (5,855)	-2.6%	$ 224,550	$ 5,480	2.5%
Supplies & Materials	-	-	-	2,487	2,132	(355)	-14.3%	2,195	63	3.0%
Other Services & Charges	-	-	-	32,232	40,680	8,448	26.2%	44,140	3,460	8.5%
Capital Outlay	-	-	-	28,895	45,680	16,785	58.1%	89,990	44,310	97.0%
Subtotal	-	-	-	288,539	307,562	19,023	6.6%	360,875	53,313	17.3%
Information Technology - Network Services										
Personal Services	-	-	-	47,960	46,810	(1,150)	-2.4%	47,980	1,170	2.5%
Supplies & Materials	-	-	-	497	426	(71)	-14.3%	440	14	3.3%
Other Services & Charges	-	-	-	6,446	8,136	1,690	26.2%	8,825	689	8.5%
Capital Outlay	-	-	-	5,779	9,136	3,357	58.1%	18,000	8,864	97.0%
Subtotal	-	-	-	60,682	64,508	3,826	6.3%	75,245	10,737	16.6%
Information Technology - PDA/Mobile Devices										
Personal Services	-	-	-	10,533	10,295	(238)	-2.3%	10,555	260	2.5%
Supplies & Materials	-	-	-	105	90	(15)	-14.3%	90	-	0.0%
Other Services & Charges	-	-	-	1,361	1,718	357	26.2%	1,865	147	8.6%
Capital Outlay	-	-	-	1,220	1,929	709	58.1%	3,800	1,871	97.0%
Subtotal	-	-	-	13,219	14,032	813	6.2%	16,310	2,278	16.2%
Information Technology - Server Management										
Personal Services	-	-	-	38,485	37,415	(1,070)	-2.8%	38,350	935	2.5%
Supplies & Materials	-	-	-	414	355	(59)	-14.3%	365	10	2.8%
Other Services & Charges	-	-	-	5,372	6,780	1,408	26.2%	7,355	575	8.5%
Capital Outlay	-	-	-	4,816	7,613	2,797	58.1%	15,000	7,387	97.0%
Subtotal	-	-	-	49,087	52,163	3,076	6.3%	61,070	8,907	17.1%

City of Roseville
2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Information Technology - Telephone/Radio Support										
Personal Services	-	-	-	66,256	64,515	(1,741)	-2.6%	66,130	1,615	2.5%
Supplies & Materials	-	-	-	652	559	(93)	-14.3%	575	16	2.9%
Other Services & Charges	-	-	-	8,452	10,667	2,215	26.2%	11,575	908	8.5%
Capital Outlay	-	-	-	7,577	11,978	4,401	58.1%	23,600	11,622	97.0%
Subtotal	-	-	-	82,937	87,719	4,782	5.8%	101,880	14,161	16.1%
Information Technology - Computer/End User Support										
Personal Services	-	-	-	415,056	407,058	(7,998)	-1.9%	417,235	10,177	2.5%
Supplies & Materials	-	-	-	5,327	4,566	(761)	-14.3%	4,700	134	2.9%
Other Services & Charges	-	-	-	69,048	87,146	18,098	26.2%	94,550	7,404	8.5%
Capital Outlay	-	-	-	61,899	97,856	35,957	58.1%	192,775	94,919	97.0%
Subtotal	-	-	-	551,330	596,626	45,296	8.2%	709,260	112,634	18.9%
Information Technology - User Administration										
Personal Services	-	-	-	60,014	58,132	(1,882)	-3.1%	59,585	1,453	2.5%
Supplies & Materials	-	-	-	691	592	(99)	-14.3%	610	18	3.0%
Other Services & Charges	-	-	-	8,953	11,300	2,347	26.2%	12,260	960	8.5%
Capital Outlay	-	-	-	8,026	12,689	4,663	58.1%	25,000	12,311	97.0%
Subtotal	-	-	-	77,684	82,713	5,029	6.5%	97,455	14,742	17.8%
Information Technology - Internet Connectivity										
Personal Services	-	-	-	26,620	26,285	(335)	-1.3%	26,945	660	2.5%
Supplies & Materials	-	-	-	276	237	(39)	-14.1%	245	8	3.4%
Other Services & Charges	-	-	-	3,581	4,520	939	26.2%	4,900	380	8.4%
Capital Outlay	-	-	-	3,211	5,076	1,865	58.1%	10,000	4,924	97.0%
Subtotal	-	-	-	33,688	36,118	2,430	7.2%	42,090	5,972	16.5%
Information Technology - Facility Security Systems										
Personal Services	-	-	-	2,153	2,110	(43)	-2.0%	2,165	55	2.6%
Supplies & Materials	-	-	-	22	19	(3)	-13.6%	20	1	5.3%
Other Services & Charges	-	-	-	287	362	75	26.1%	390	28	7.7%
Capital Outlay	-	-	-	257	406	149	58.0%	800	394	97.0%
Subtotal	-	-	-	2,719	2,897	178	6.5%	3,375	478	16.5%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Information Technology - Organizational Mgmt										
Personal Services	-	-	-	2,998	2,910	(88)	-2.9%	2,985	75	2.6%
Supplies & Materials	-	-	-	28	24	(4)	-14.3%	25	1	4.2%
Other Services & Charges	-	-	-	358	452	94	26.3%	490	38	8.4%
Capital Outlay	-	-	-	321	508	187	58.3%	1,000	492	96.9%
Subtotal	-	-	-	3,705	3,894	189	5.1%	4,500	606	15.6%
Information Technology Total										
Personal Services	533,894	613,291	718,432	895,000	874,600	(20,400)	-2.3%	896,480	21,880	2.5%
Supplies & Materials	15,208	13,217	23,728	10,499	9,000	(1,499)	-14.3%	9,265	265	2.9%
Other Services & Charges	93,449	131,711	160,054	136,090	171,761	35,671	26.2%	186,350	14,589	8.5%
Capital Outlay	120,982	130,145	129,823	122,001	192,871	70,870	58.1%	379,965	187,094	97.0%
Information Technology Total	$ 763,533	$ 888,364	$ 1,032,037	$ 1,163,590	$ 1,248,232	$ 84,642	7.3%	$ 1,472,060	$ 223,828	17.9%
License Center - Passport Acceptance										
Personal Services	$ -	$ -	$ -	$ 87,970	$ 85,110	$ (2,860)	-3.3%	$ 87,240	$ 2,130	2.5%
Supplies & Materials	-	-	-	1,094	1,094	-	0.0%	1,095	1	0.1%
Other Services & Charges	-	-	-	19,005	20,316	1,311	6.9%	20,520	204	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	108,069	106,520	(1,549)	-1.4%	108,855	2,335	2.2%
License Center - Motor Vehicle Transactions										
Personal Services	-	-	-	385,526	373,832	(11,694)	-3.0%	383,180	9,348	2.5%
Supplies & Materials	-	-	-	5,092	5,092	-	0.0%	5,095	3	0.1%
Other Services & Charges	-	-	-	88,454	94,555	6,101	6.9%	95,500	945	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	479,072	473,479	(5,593)	-1.2%	483,775	10,296	2.2%
License Center - Identity Applications										
Personal Services	-	-	-	115,712	112,265	(3,447)	-3.0%	115,075	2,810	2.5%
Supplies & Materials	-	-	-	1,562	1,562	-	0.0%	1,565	3	0.2%
Other Services & Charges	-	-	-	27,144	29,016	1,872	6.9%	29,305	289	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	144,418	142,843	(1,575)	-1.1%	145,945	3,102	2.2%

City of Roseville **Attachment E**
2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
License Center - DNR Transactions										
Personal Services	-	-	-	22,938	22,235	(703)	-3.1%	22,790	555	2.5%
Supplies & Materials	-	-	-	303	303	-	0.0%	305	2	0.7%
Other Services & Charges	-	-	-	5,271	5,634	363	6.9%	5,690	56	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	28,512	28,172	(340)	-1.2%	28,785	613	2.2%
License Center - Daily Sales Reporting/Cash Reconciliation										
Personal Services	-	-	-	117,928	114,430	(3,498)	-3.0%	117,290	2,860	2.5%
Supplies & Materials	-	-	-	1,405	1,405	-	0.0%	1,405	-	0.0%
Other Services & Charges	-	-	-	24,416	26,100	1,684	6.9%	26,360	260	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	143,749	141,935	(1,814)	-1.3%	145,055	3,120	2.2%
License Center - Inventory & Supplies										
Personal Services	-	-	-	13,942	13,636	(306)	-2.2%	13,980	344	2.5%
Supplies & Materials	-	-	-	143	143	-	0.0%	145	2	1.4%
Other Services & Charges	-	-	-	2,480	2,651	171	6.9%	2,680	29	1.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	16,565	16,430	(135)	-0.8%	16,805	375	2.3%
License Center - Customer Communications/Problem Solving										
Personal Services	-	-	-	110,764	107,400	(3,364)	-3.0%	110,085	2,685	2.5%
Supplies & Materials	-	-	-	1,267	1,267	-	0.0%	1,270	3	0.2%
Other Services & Charges	-	-	-	22,013	23,531	1,518	6.9%	23,765	234	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	134,044	132,198	(1,846)	-1.4%	135,120	2,922	2.2%
License Center - Bad Check Recording & Recovery										
Personal Services	-	-	-	9,350	9,000	(350)	-3.7%	9,225	225	2.5%
Supplies & Materials	-	-	-	89	89	-	0.0%	90	1	1.1%
Other Services & Charges	-	-	-	1,550	1,657	107	6.9%	1,675	18	1.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	10,989	10,746	(243)	-2.2%	10,990	244	2.3%

Attachment E

City of Roseville
2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
License Center - Organizational Management										
Personal Services	-	-	-	67,470	65,594	(1,876)	-2.8%	67,235	1,641	2.5%
Supplies & Materials	-	-	-	644	644	-	0.0%	645	1	0.2%
Other Services & Charges	-	-	-	11,192	11,964	772	6.9%	12,085	121	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	79,306	78,202	(1,104)	-1.4%	79,965	1,763	2.3%
License Center Total										
Personal Services	786,560	819,431	842,373	931,600	903,502	(28,098)	-3.0%	926,100	22,598	2.5%
Supplies & Materials	10,813	8,792	8,786	11,599	11,599	-	0.0%	11,615	16	0.1%
Other Services & Charges	242,426	187,231	197,796	201,525	215,424	13,899	6.9%	217,580	2,156	1.0%
Capital Outlay	-	9,976	769	-	-	-	#DIV/0!	-	-	#DIV/0!
License Center Program Total	$ 1,039,799	$ 1,025,430	$ 1,049,724	$ 1,144,724	$ 1,130,525	$ (14,199)	-1.2%	$ 1,155,295	$ 24,770	2.2%
Lawful Gambling - 3% Regulation										
Personal Services	$ -	$ -	$ -	$ 6,660	$ 6,240	$ (420)	-6.3%	$ 6,400	$ 160	2.6%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	44,000	55,000	11,000	25.0%	55,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	50,660	61,240	10,580	20.9%	61,400	160	0.3%
Lawful Gambling - 10% Donations										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	80,000	80,000	-	0.0%	80,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	80,000	80,000	-	0.0%	80,000	-	0.0%
Lawful Gambling - Total										
Personal Services	-	-	26,033	6,660	6,240	(420)	-6.3%	6,400	160	2.6%
Supplies & Materials	-	-	163,588	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	144,291	119,594	-	124,000	135,000	11,000	8.9%	135,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Lawful Gambling Program Total	$ 144,291	$ 119,594	$ 189,621	$ 130,660	$ 141,240	$ 10,580	8.1%	$ 141,400	$ 160	0.1%

City of Roseville

Attachment E

2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Water - Infrastructure Maintenance & Repair										
Personal Services	$ -	$ -	$ -	$ 189,111	$ 196,192	$ 7,081	3.7%	$ 201,100	$ 4,908	2.5%
Supplies & Materials	-	-	-	46,469	23,751	(22,718)	-48.9%	24,465	714	3.0%
Other Services & Charges	-	-	-	110,610	71,171	(39,439)	-35.7%	71,885	714	1.0%
Capital Outlay	-	-	-	403,701	-	(403,701)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	749,891	291,114	(458,777)	-61.2%	297,450	6,336	2.2%
Water - System Monitoring & Regulation										
Personal Services	-	-	-	39,503	38,762	(741)	-1.9%	39,730	968	2.5%
Supplies & Materials	-	-	-	7,506	5,461	(2,045)	-27.2%	5,625	164	3.0%
Other Services & Charges	-	-	-	7,133	16,365	9,232	129.4%	16,530	165	1.0%
Capital Outlay	-	-	-	84,131	-	(84,131)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	138,273	60,588	(77,685)	-56.2%	61,885	1,297	2.1%
Water - Customer Response										
Personal Services	-	-	-	40,828	33,897	(6,931)	-17.0%	34,745	848	2.5%
Supplies & Materials	-	-	-	6,045	4,715	(1,330)	-22.0%	4,855	140	3.0%
Other Services & Charges	-	-	-	(7,404)	14,128	21,532	-290.8%	14,270	142	1.0%
Capital Outlay	-	-	-	72,630	-	(72,630)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	112,099	52,740	(59,359)	-53.0%	53,870	1,130	2.1%
Water - GIS										
Personal Services	-	-	-	21,950	21,350	(600)	-2.7%	21,885	535	2.5%
Supplies & Materials	-	-	-	3,154	2,456	(698)	-22.1%	2,530	74	3.0%
Other Services & Charges	-	-	-	2	7,358	7,356	#######	7,435	77	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	25,106	31,164	6,058	24.1%	31,850	686	2.2%
Water - Utility Billing										
Personal Services	-	-	-	65,400	71,000	5,600	8.6%	72,775	1,775	2.5%
Supplies & Materials	-	-	-	(1,539)	9,822	11,361	-738.2%	10,115	293	3.0%
Other Services & Charges	-	-	-	(25,283)	29,434	54,717	-216.4%	29,725	291	1.0%
Capital Outlay	-	-	-	151,312	-	(151,312)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	189,890	110,256	(79,634)	-41.9%	112,615	2,359	2.1%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Water - Metering										
Personal Services	-	-	-	145,597	143,783	(1,814)	-1.2%	147,380	3,597	2.5%
Supplies & Materials	-	-	-	3,040	20,509	17,469	574.6%	21,125	616	3.0%
Other Services & Charges	-	-	-	(21,792)	61,459	83,251	-382.0%	62,070	611	1.0%
Capital Outlay	-	-	-	315,941	-	(315,941)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	442,786	225,751	(217,035)	-49.0%	230,575	4,824	2.1%
Water - Water Purchases										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	4,400,000	4,600,000	200,000	4.5%	5,000,000	400,000	8.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	4,400,000	4,600,000	200,000	4.5%	5,000,000	400,000	8.7%
Water - Depreciation										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	250,000	500,000	250,000	100.0%	600,000	100,000	20.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	250,000	500,000	250,000	100.0%	600,000	100,000	20.0%
Water - Admin Service Charge										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	350,000	360,000	10,000	2.9%	360,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	350,000	360,000	10,000	2.9%	360,000	-	0.0%
Water - Capital Improvements										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	665,000	665,000	#DIV/0!	985,000	320,000	48.1%
Subtotal	-	-	-	-	665,000	665,000	#DIV/0!	985,000	320,000	48.1%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Water - Organizational Management										
Personal Services	-	-	-	65,623	64,615	(1,008)	-1.5%	66,230	1,615	2.5%
Supplies & Materials	-	-	-	4,175	7,387	3,212	76.9%	7,610	223	3.0%
Other Services & Charges	-	-	-	229,185	22,135	(207,050)	-90.3%	22,355	220	1.0%
Capital Outlay	-	-	-	113,787	-	(113,787)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	412,770	94,137	(318,633)	-77.2%	96,195	2,058	2.2%
Water - Total										
Personal Services	314,290	353,305	400,444	568,012	569,599	1,587	0.3%	583,845	14,246	2.5%
Supplies & Materials	70,655	65,182	67,859	68,850	74,101	5,251	7.6%	76,325	2,224	3.0%
Other Services & Charges	4,468,679	4,948,334	4,558,473	5,292,451	5,682,050	389,599	7.4%	6,184,270	502,220	8.8%
Capital Outlay	56,733	58,129	57,106	1,141,502	665,000	(476,502)	-41.7%	985,000	320,000	48.1%
Water Program Total	$ 4,910,358	$ 5,424,950	$ 5,083,883	$ 7,070,815	$ 6,990,750	$ (80,065)	-1.1%	$ 7,829,440	$ 838,690	12.0%
Sewer - Infrastructure Maintenance & Repair										
Personal Services	$ -	$ -	$ -	$ 213,855	$ 244,365	$ 30,510	14.3%	$ 250,475	$ 6,110	2.5%
Supplies & Materials	-	-	-	27,458	31,168	3,710	13.5%	32,100	932	3.0%
Other Services & Charges	-	-	-	-	92,845	92,845	#DIV/0!	93,775	930	1.0%
Capital Outlay	-	-	-	605,527	-	(605,527)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	846,840	368,378	(478,462)	-56.5%	376,350	7,972	2.2%
Sewer - Customer Response										
Personal Services	-	-	-	31,322	21,596	(9,726)	-31.1%	22,135	539	2.5%
Supplies & Materials	-	-	-	4,385	3,145	(1,240)	-28.3%	3,240	95	3.0%
Other Services & Charges	-	-	-	27,708	9,368	(18,340)	-66.2%	9,465	97	1.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	63,415	34,109	(29,306)	-46.2%	34,840	731	2.1%
Sewer - GIS										
Personal Services	-	-	-	21,800	21,350	(450)	-2.1%	21,885	535	2.5%
Supplies & Materials	-	-	-	2,415	2,692	277	11.5%	2,770	78	2.9%
Other Services & Charges	-	-	-	-	8,021	8,021	#DIV/0!	8,100	79	1.0%
Capital Outlay	-	-	-	10,083	-	(10,083)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	34,298	32,063	(2,235)	-6.5%	32,755	692	2.2%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Sewer - Treatment Costs										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	2,750,000	2,850,000	100,000	3.6%	3,000,000	150,000	5.3%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	2,750,000	2,850,000	100,000	3.6%	3,000,000	150,000	5.3%
Sewer - Depreciation										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	190,000	400,000	210,000	110.5%	500,000	100,000	25.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	190,000	400,000	210,000	110.5%	500,000	100,000	25.0%
Sewer - Admin Service Charge										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	275,000	285,000	10,000	3.6%	285,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	275,000	285,000	10,000	3.6%	285,000	-	0.0%
Sewer - Capital Improvements										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	765,000	765,000	#DIV/0!	780,000	15,000	2.0%
Subtotal	-	-	-	-	765,000	765,000	#DIV/0!	780,000	15,000	2.0%
Sewer - Organizational Management										
Personal Services	-	-	-	64,762	64,137	(625)	-1.0%	65,740	1,603	2.5%
Supplies & Materials	-	-	-	3,741	8,045	4,304	115.0%	8,285	240	3.0%
Other Services & Charges	-	-	-	137,153	23,966	(113,187)	-82.5%	24,205	239	1.0%
Capital Outlay	-	-	-	48,389	-	(48,389)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	254,045	96,148	(157,897)	-62.2%	98,230	2,082	2.2%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Sewer - Total										
Personal Services	414,107	463,398	488,615	331,739	351,448	19,709	5.9%	360,235	8,787	2.5%
Supplies & Materials	42,249	39,438	49,577	37,999	45,050	7,051	18.6%	46,395	1,345	3.0%
Other Services & Charges	3,070,212	2,923,794	3,226,127	3,379,861	3,669,200	289,339	8.6%	3,920,545	251,345	6.9%
Capital Outlay	(17,571)	93,936	(1,309)	663,999	765,000	101,001	15.2%	780,000	15,000	2.0%
Sewer Program Total	$ 3,508,997	$ 3,520,566	$ 3,763,009	$ 4,413,598	$ 4,830,698	$ 417,100	9.5%	$ 5,107,175	$ 276,477	5.7%
Stormwater - Infrastructure Maintenance & Repair										
Personal Services	$ -	$ -	$ -	$ 98,779	$ 104,929	$ 6,150	6.2%	$ 107,555	$ 2,626	2.5%
Supplies & Materials	-	-	-	26,249	16,654	(9,595)	-36.6%	17,255	601	3.6%
Other Services & Charges	-	-	-	272,240	59,568	(212,672)	-78.1%	60,500	932	1.6%
Capital Outlay	-	-	-	485,000	-	(485,000)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	882,268	181,151	(701,117)	-79.5%	185,310	4,159	2.3%
Stormwater - Street Sweeping										
Personal Services	-	-	-	39,599	34,588	(5,011)	-12.7%	35,455	867	2.5%
Supplies & Materials	-	-	-	9,914	6,996	(2,918)	-29.4%	7,250	254	3.6%
Other Services & Charges	-	-	-	20,000	25,023	5,023	25.1%	25,500	477	1.9%
Capital Outlay	-	-	-	210,000	-	(210,000)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	279,513	66,607	(212,906)	-76.2%	68,205	1,598	2.4%
Stormwater - Leaf Collection/Compost Maintenance										
Personal Services	-	-	-	118,134	108,859	(9,275)	-7.9%	111,580	2,721	2.5%
Supplies & Materials	-	-	-	10,804	21,610	10,806	100.0%	22,390	780	3.6%
Other Services & Charges	-	-	-	35,000	77,296	42,296	120.8%	78,500	1,204	1.6%
Capital Outlay	-	-	-	100,000	-	(100,000)	-100.0%	-	-	#DIV/0!
Subtotal	-	-	-	263,938	207,765	(56,173)	-21.3%	212,470	4,705	2.3%
Stormwater - Depreciation										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	210,000	410,000	200,000	95.2%	510,000	100,000	24.4%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	210,000	410,000	200,000	95.2%	510,000	100,000	24.4%

Attachment E

City of Roseville
2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Stormwater - Admin Service Charge										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	78,000	80,000	2,000	2.6%	80,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	78,000	80,000	2,000	2.6%	80,000	-	0.0%
Stormwater - Capital Improvements										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	850,000	850,000	#DIV/0!	859,000	9,000	1.1%
Subtotal	-	-	-	-	850,000	850,000	#DIV/0!	859,000	9,000	1.1%
Stormwater - Organizational Management										
Personal Services	-	-	-	62,141	62,461	320	0.5%	64,025	1,564	2.5%
Supplies & Materials	-	-	-	5,234	10,041	4,807	91.8%	10,405	364	3.6%
Other Services & Charges	-	-	-	1,250	35,913	34,663	2773.0%	36,500	587	1.6%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	68,625	108,415	39,790	58.0%	110,930	2,515	2.3%
Stormwater - Total										
Personal Services	170,691	226,323	274,665	318,653	310,837	(7,816)	-2.5%	318,615	7,778	2.5%
Supplies & Materials	49,680	51,022	60,212	52,201	55,301	3,100	5.9%	57,300	1,999	3.6%
Other Services & Charges	522,381	538,215	521,847	616,490	687,800	71,310	11.6%	791,000	103,200	15.0%
Capital Outlay	(16,616)	41,507	(10,299)	795,000	850,000	55,000	6.9%	859,000	9,000	1.1%
Stormwater Program Total	$ 726,136	$ 857,067	$ 846,425	$ 1,782,344	$ 1,903,938	$ 121,594	6.8%	$ 2,025,915	$ 121,977	6.4%
Recycling - Program Administration										
Personal Services	$ -	$ -	$ -	$ 14,895	$ 14,355	$ (540)	-3.6%	$ 14,715	$ 360	2.5%
Supplies & Materials	-	-	-	182	182	-	0.0%	185	3	1.6%
Other Services & Charges	-	-	-	6,000	5,868	(132)	-2.2%	5,870	2	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	21,077	20,405	(672)	-3.2%	20,770	365	1.8%

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Recycling - Communications/Outreach Efforts										
Personal Services	-	-	-	11,916	11,484	(432)	-3.6%	11,770	286	2.5%
Supplies & Materials	-	-	-	145	145	-	0.0%	145	-	0.0%
Other Services & Charges	-	-	-	4,000	4,695	695	17.4%	4,695	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	16,061	16,324	263	1.6%	16,610	286	1.8%
Recycling - Data Reporting										
Personal Services	-	-	-	5,958	5,742	(216)	-3.6%	5,890	148	2.6%
Supplies & Materials	-	-	-	74	73	(1)	-1.4%	75	2	2.7%
Other Services & Charges	-	-	-	3,410	2,347	(1,063)	-31.2%	2,350	3	0.1%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	9,442	8,162	(1,280)	-13.6%	8,315	153	1.9%
Recycling - Contractor Pickup										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	435,000	468,000	33,000	7.6%	474,000	6,000	1.3%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	435,000	468,000	33,000	7.6%	474,000	6,000	1.3%
Recycling - Admin Service Charge										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	10,000	12,000	2,000	20.0%	12,000	-	0.0%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	10,000	12,000	2,000	20.0%	12,000	-	0.0%
Recycling - Organizational Management										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

Attachment E

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Recycling - Total										
Personal Services	38,947	42,687	45,719	32,769	31,581	(1,188)	-3.6%	32,375	794	2.5%
Supplies & Materials	3,577	273	772	401	400	(1)	-0.2%	405	5	1.3%
Other Services & Charges	424,952	453,754	426,182	458,410	492,910	34,500	7.5%	498,915	6,005	1.2%
Capital Outlay	371	6,180	6,562	-	-	-	#DIV/0!	-	-	#DIV/0!
Recycling Program Total	$ 467,847	$ 502,895	$ 479,235	$ 491,580	$ 524,891	$ 33,311	6.8%	$ 531,695	$ 6,804	1.3%
Golf Course - Clubhouse										
Personal Services	$ -	$ -	$ -	$ 96,865	$ 100,000	$ 3,135	3.2%	$ 102,000	$ 2,000	2.0%
Supplies & Materials	-	-	-	37,000	37,000	-	0.0%	37,500	500	1.4%
Other Services & Charges	-	-	-	47,289	47,900	611	1.3%	48,500	600	1.3%
Capital Outlay	-	-	-	-	20,000	20,000	#DIV/0!	20,000	-	0.0%
Subtotal	-	-	-	181,154	204,900	23,746	13.1%	208,000	3,100	1.5%
Golf Course - Grounds Maintenance										
Personal Services	-	-	-	77,350	73,125	(4,225)	-5.5%	74,000	875	1.2%
Supplies & Materials	-	-	-	10,600	11,000	400	3.8%	11,250	250	2.3%
Other Services & Charges	-	-	-	39,536	41,125	1,589	4.0%	41,500	375	0.9%
Capital Outlay	-	-	-	-	29,000	29,000	#DIV/0!	20,000	(9,000)	-31.0%
Subtotal	-	-	-	127,486	154,250	26,764	21.0%	146,750	(7,500)	-4.9%
Golf Course - Department-Wide Support										
Personal Services	-	-	-	47,810	52,000	4,190	8.8%	53,000	1,000	1.9%
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	3,500	3,000	(500)	-14.3%	3,050	50	1.7%
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	51,310	55,000	3,690	7.2%	56,050	1,050	1.9%
Golf Course - Organizational Management										
Personal Services	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Supplies & Materials	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Other Services & Charges	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Capital Outlay	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!
Subtotal	-	-	-	-	-	-	#DIV/0!	-	-	#DIV/0!

Attachment E

City of Roseville

2012-2013 Budget Summary - Non Tax Supported Programs

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	**2012 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)	**2013 Budget**	$$ Incr. (Decr.)	% Incr. (Decr.)
Golf Course - Total										
Personal Services	242,004	211,764	221,869	222,025	225,125	3,100	1.4%	229,000	3,875	1.7%
Supplies & Materials	42,743	36,705	43,063	47,600	48,000	400	0.8%	48,750	750	1.6%
Other Services & Charges	76,047	81,510	83,169	90,325	92,025	1,700	1.9%	93,050	1,025	1.1%
Capital Outlay	5,045	1,051	2,008	-	49,000	49,000	#DIV/0!	40,000	(9,000)	-18.4%
Golf Course Total	$ 365,840	$ 331,030	$ 350,109	$ 359,950	$ 414,150	$ 54,200	15.1%	$ 410,800	$ (3,350)	-0.8%
Roseville Lutheran Cemetary	$ 4,500	$ 4,500	$ 4,500	$ 4,500	$ 4,500	-	0.0%	$ 4,500	-	0.0%
Tax Increment Financing	687,078	7,224,926	9,912,452	500,000	500,000	-	0.0%	500,000	-	0.0%
MSA/Street Construction	$ 1,456,208	$ 1,941,212	$ 1,425,788	$ 1,800,000	$ 2,900,000	1,100,000	61.1%	$ 2,900,000	-	0.0%
Non Tax-Supported Programs Total	**$ 15,586,536**	**$ 23,364,310**	**$ 25,688,536**	**$ 20,304,565**	**$ 22,007,194**	**1,702,629**	**8.4%**	**$ 23,488,770**	**1,481,576**	**6.7%**

	2011 Budget	2012 Budget	$$ Incr. (Decr.)	% Incr. (Decr.)	2013 Budget	$$ Incr. (Decr.)	% Incr. (Decr.)
Personal Services	$ 4,317,327	$ 4,239,149	$ (78,178)		$ 4,333,237	$ 94,088	2.2%
Supplies & Materials	243,750	261,690	17,940		268,665	6,975	2.7%
Other Services & Charges	10,695,194	11,539,981	844,787		12,428,400	888,419	7.7%
Capital Outlay	2,743,794	2,561,874	(181,920)		3,053,968	492,094	19.2%
Cemetary Operations	4,500	4,500	-		4,500	-	0.0%
Tax Increment Financing	500,000	500,000	-		500,000	-	0.0%
MSA/Street Construction	1,800,000	2,900,000	1,100,000		2,900,000	-	
Total	$ 20,304,565	$ 22,007,194	$ 1,702,629	8.4%	$ 23,488,770	$ 1,481,576	6.7%

Memorandum

From: **Tammy McGehee**
Date: **September 6, 2011**
RE: **Biennial Budget Discussion, 2012-2013**

As a part of the discussion for the budget levy, I have tried to put together some simple charts showing the actual decisions before us with several scenarios. Since we have decided to implement a biennial budget, it seemed only correct and proper to indicate what the implications or our actions will be on the tax levy for 2013.

I hope individuals will take the time to review the budget sheets attached from the State Auditors' Office covering the years 2004 to 2011. There is some interesting information.

The City's annual budget expenditures from 2004 to 2011 have decreased a total of $346,202.00. During that same time, Social Security Cost Of Living Adjustments have increased by 15.9%. Without compounding the increases, the City would still have to have increased its expenditures by over $4 million to keep up with the cost of living. These numbers clearly show that City staff and services have been impacted and reduced by about 3.6 million during this period.

The percent of revenues contributed to t he total budget from property taxes is up $4.5 million even though property valuations have decreased. This is directly due to the shift in state policy which places a higher tax burden on property owners.

The City's interest on investments has fallen $1.5 million. Our TIF revenues have fallen from a high in 2004 of $2.5 million to the current level of $0.9 million. Our general government costs have increased about $0.6 million while public safety costs have increased $2 million.

This history may be useful in evaluating the two bonding proposals before us. Combined and at the historically low current interest rate, these bonds will cost tax payers $0.7 million in interest alone annually and a total of $14 million in only interest over the next 20 years. Alternatively, we could consider a levy increase that would be higher, but would avoid saddling our residents with $14 million of interest on $27 million of debt. This seems to me an issue that rises to the level of a public referendum, particularly when the debt incurred exceeds the annual budget by about $2 million.

I believe looking ahead to the cost of borrowing money and the additional levy increases resulting from that action in the future that citizens have a right to a referendum. These are not issues of immediate public safety; this decision can wait until next year and should be made by the residents voting on a referendum.

Biennial Budget Sheet

Options for 2012

Current Obligations	Annual Debt Service	Annual Interest Payment	2012 Levy Increase	Funding Options
Operating Budget	1.4 Million		**1.80%**	No funding for maintenance/capital
Operating Budget	1.4 Million		**3.40%**	$237,500.00 for maintenance/capital
Operating Budget	1.4 Million		**6.75%**	$500,000.00 for maintenance /capital
Operating Budget	1.4 Million		**8.50%**	$1,000,000.00 for maintenance/capital

These are the choices before the Council right now. There are many other possibilities, but these provide some information as a place to start.

Biennial Budget Sheet

Options for 2013

Current Obligations	Additional Annual Debt Service	Annual Interest Payment	2013 Levy Increase	Funding Options
Park Bond Addition:				
Operating Budget	1.5 million	$500,000.00	**9.40%**	park improvement bond at $19 million

This 9.4% levy increase will be added in 2013 and require additional levy increase if the Council does not authorize a 4% increase for 2012.

Current Obligations	Additional Annual Debt Service	Annual Interest Payment	2013 Levy Increase	Funding Options
Fire Station Bond Addition:				
Operating Budget	0.6 Million	$200,000.00	**3.80%**	new fire station bond at $8 million

This 3.8 levy increase will be added in 2013 if the project is approved and funded through bonding later this year.

Totals for 2013:	**3.5 Million**	**$700,000.00**	**13.2%****	fire station and parks

****This 13.2% or $2.1 Million will continue as part of city debt service and tax requirements for 20 years. This does not include the levy increases necessary to fund the operating budget, other capital/maintenance, cost of living increases, additional programs or staffing, or inflation during that period. This will be in addition to whatever choice the Council makes in 2012. The total interest on the debt is $14,000,000.00.**

Name of City: ROSEVILLE

Adopted Budgets for the following funds: GF: X SR: X DS: X CP: X

	2004 Budget	2004 Amended	2005 Budget
Revenues:			
Property Taxes	9,760,674	9,760,674	10,637,965
Tax Increments	2,500,000	2,500,000	1,499,980
All Other Taxes	250,000	250,000	250,000
Special Assessments	820,000	820,000	600,000
Licenses and Permits	1,980,600	1,980,600	2,073,700
Federal Grants	---	---	---
State General Purpose Aid	---	---	---
State Categorical Aid	1,400,000	1,400,000	1,300,000
Grants from County/Other Local Grants	---	---	---
Charges for Services	2,715,580	2,715,580	2,719,320
Fines and Forfeits	222,400	222,400	217,400
Interest on Investments	1,730,210	1,730,210	1,405,795
Miscellaneous Revenues	4,084,886	4,084,886	2,375,745
Total Revenues	25,464,350	25,464,350	23,079,905
Proceeds from Bond Sales	---	---	---
Transfers from Other Funds	---	---	---
Total Revenues and Other Sources	25,464,350	25,464,350	23,079,905
Current Expenditures			
General Government	1,476,235	1,476,235	1,426,430
Public Safety	6,270,890	6,270,890	6,312,595
Streets and Highways	1,970,885	1,970,885	2,090,500
Sanitation	---	---	---
Health	---	---	---
Culture and Recreation	3,325,250	3,325,250	3,205,840
Urban & Economic Development & Housing	997,640	997,640	1,046,000
Miscellaneous Current Expenditures	2,023,450	2,023,450	6,584,240
Total Current Expenditures	16,064,350	16,064,350	20,665,605
Debt Service - Principal	1,330,000	1,330,000	975,000
Interest and Fiscal Charges	1,110,000	1,110,000	650,000
Total Capital Outlay	6,960,000	6,960,000	3,167,600
Transfer to Other Funds	---	---	---
Total Expenditures and Other Uses	25,464,350	25,464,350	25,458,205

Name of City: ROSEVILLE

Adopted Budgets for the following funds: GF: X SR: X DS: X CP: X

	2005 Budget	2005 Amended	2006 Budget
Revenues:			
Property Taxes	10,637,965	---	11,169,865
Tax Increments	1,499,980	---	600,000
All Other Taxes	250,000	---	250,000
Special Assessments	600,000	---	500,000
Licenses and Permits	2,073,700	---	2,170,250
Federal Grants	---	---	---
State General Purpose Aid	---	---	---
State Categorical Aid	1,300,000	---	1,000,000
Grants from County/Other Local Grants	---	---	---
Charges for Services	2,719,320	---	2,857,920
Fines and Forfeits	217,400	---	215,020
Interest on Investments	1,405,795	---	1,204,695
Miscellaneous Revenues	2,375,745	---	2,722,865
Total Revenues	23,079,905	---	22,690,615
Proceeds from Bond Sales	---	---	---
Transfers from Other Funds	---	---	---
Total Revenues and Other Sources	23,079,905	---	22,690,615
Current Expenditures			
General Government	1,426,430	1,426,430	1,583,085
Public Safety	6,312,595	6,312,595	6,823,375
Streets and Highways	2,090,500	2,090,500	2,208,575
Sanitation	---	---	---
Health	---	---	---
Culture and Recreation	3,205,840	3,205,840	3,478,165
Urban & Economic Development & Housing	1,046,000	1,046,000	1,177,500
Miscellaneous Current Expenditures	6,584,240	6,584,240	2,617,440
Total Current Expenditures	20,665,605	20,665,605	17,888,140
Debt Service - Principal	975,000	975,000	975,000
Interest and Fiscal Charges	650,000	650,000	650,000
Total Capital Outlay	3,167,600	3,167,600	3,177,475
Transfer to Other Funds	---	---	---
Total Expenditures and Other Uses	25,458,205	25,458,205	22,690,615

Name of City: Roseville

Adopted budgets for the following funds: GF: Y SR: Y DS: Y CP: Y

	2006 Budget	2006 Amended	2007 Budget
Revenues:			
Property Taxes	11,169,865	11,169,865	11,696,360
Tax Increments	600,000	600,000	900,000
All Other Taxes	250,000	250,000	263,450
Special Assessments	500,000	500,000	150,000
Licenses and Permits	2,170,250	2,170,250	2,501,380
Federal Grants	0	0	0
State General Purpose Aid	0	0	0
State Categorical Aid	1,000,000	1,000,000	1,000,000
Other Local Units Grants	0	0	0
Charges for Services	2,857,920	2,857,920	2,902,699
Fines and Forfeits	215,020	215,020	215,020
Interest on Investments	1,204,695	1,204,695	999,489
Miscellaneous Revenues	2,722,865	2,722,865	1,465,576
Total Revenues	22,690,615	22,690,615	22,093,974
Proceeds from Bond Sales	0	0	0
Other Financing Sources	0	0	0
Transfers from Other Funds	0	0	0
Total Revenues and Other Sources	22,690,615	22,690,615	22,093,974
Current Expenditures			
General Government	1,583,085	1,583,085	1,605,944
Public Safety	6,823,375	6,823,375	6,919,870
Streets and Highways (excluding Const.)	2,208,575	2,208,575	2,274,065
Sanitation	0	0	0
Human Services	0	0	0
Health	0	0	0
Culture and Recreation	3,478,165	3,478,165	3,611,415
Conservation of Natural Resources	0	0	0
Economic Development & Housing	1,177,500	1,177,500	1,118,575
Miscellaneous Current Expenditures	2,617,440	2,617,440	4,118,105
Total Current Expenditures	17,888,140	17,888,140	19,647,974
Debt Service - Principal	975,000	975,000	920,000
Interest and Fiscal Charges	650,000	650,000	415,000
Streets and Highways Construction	0	0	0
Total Capital Outlay	3,177,475	3,177,475	2,111,000
Other Financing Uses	0	0	0
Transfers to Other Funds	0	0	0
Total Expenditures and Other Uses	22,690,615	22,690,615	23,093,974

Name of City: Roseville

Adopted budgets for the following funds: GF: Yes SR: Yes DS: Yes CP: Yes

	2007 Revised Budget	2007 Amended	2008 Budget
Revenues:			
Property Taxes	11,696,360	11,696,360	12,896,360
Tax Increments	900,000	900,000	900,000
All Other Taxes	263,450	263,450	319,550
Special Assessments	150,000	150,000	150,000
Licenses and Permits	2,501,380	2,501,380	2,501,380
Federal Grants	0	0	0
State General Purpose Aid	0	0	0
State Categorical Aid	1,000,000	1,000,000	750,000
Grants from County/Other Local Units	0	0	0
Charges for Services	2,902,699	2,902,699	2,935,750
Fines and Forfeits	215,020	215,020	283,000
Interest on Investments	999,489	999,489	990,465
All Other Revenues	1,465,576	1,465,576	1,190,895
Total Revenues	22,093,974	22,093,974	22,917,400
Proceeds from Bond Sales	0	0	0
Other Financing Sources	0	0	0
Transfers from Other Funds	0	0	0
Total Revenues and Other Sources	22,093,974	22,093,974	22,917,400
Current Expenditures			
General Government	1,605,944	1,605,944	1,759,695
Public Safety	6,919,870	6,919,870	7,514,680
Streets and Highways (excluding Const.)	2,274,065	2,274,065	2,427,875
Sanitation	0	0	0
Human Services	0	0	0
Health	0	0	0
Culture and Recreation	3,611,415	3,611,415	2,617,605
Conservation of Natural Resources	0	0	0
Economic Development & Housing	1,118,575	1,118,575	1,302,245
All Other Current Expenditures	4,118,105	4,118,105	4,408,165
Total Current Expenditures	19,647,974	19,647,974	20,030,265
Debt Service - Principal	920,000	920,000	935,000
Interest and Fiscal Charges	415,000	415,000	400,000
Streets and Highways Capital Outlay	0	0	0
All Other Capital Outlay	2,111,000	2,111,000	3,303,855
Other Financing Uses	0	0	0
Transfers to Other Funds	0	0	0
Total Expenditures and Other Uses	23,093,974	23,093,974	24,669,120

Name of City: Roseville

Adopted budgets for the following funds: GF: Yes SR: Yes DS: Yes CP: Yes

	2008 Revised Budget	2008 Amended	2009 Budget
Revenues			
Property Taxes	$12,896,360	$12,896,360	$13,138,860
Tax Increments	900,000	900,000	900,000
All Other Taxes	319,550	319,550	322,500
Special Assessments	150,000	150,000	150,000
Licenses and Permits	2,501,380	2,501,380	2,632,775
Federal Grants	0	0	0
State General Purpose Aid	0	0	0
State Categorical Aid	750,000	750,000	1,050,000
Grants from County/Other Local Units	0	0	0
Charges for Services	2,935,750	2,935,750	3,087,720
Fines and Forfeits	283,000	283,000	286,000
Interest on Investments	990,465	990,465	312,860
All Other Revenues	1,190,895	1,190,895	4,443,845
Total Revenues	$22,917,400	$22,917,400	$26,324,560
Proceeds from Bond Sales	0	0	0
Other Financing Sources	0	0	0
Transfers from Other Funds	0	0	0
Total Revenues and Other Sources	$22,917,400	$22,917,400	$26,324,560
Current Expenditures			
General Government	$1,759,695	$1,759,695	$1,716,800
Public Safety	7,514,680	7,514,680	7,750,975
Streets and Highways (excluding Const.)	2,427,875	2,427,875	2,385,375
Sanitation	0	0	0
Human Services	0	0	0
Health	0	0	0
Culture and Recreation	2,617,605	2,617,605	2,818,105
Conservation of Natural Resources	0	0	0
Economic Development & Housing	1,302,245	1,302,245	1,317,055
All Other Current Expenditures	4,408,165	4,408,165	3,615,795
Total Current Expenditures	$20,030,265	$20,030,265	$19,604,105
Debt Service - Principal	935,000	935,000	985,000
Interest and Fiscal Charges	400,000	400,000	439,127
Streets and Highways Capital Outlay	0	0	0
All Other Capital Outlay	3,303,855	3,303,855	3,363,095
Other Financing Uses	0	0	0
Transfers to Other Funds	0	0	0
Total Expenditures and Other Uses	$24,669,120	$24,669,120	$24,391,327

Name of City: Roseville

Adopted budgets for the following funds: GF: Yes SR: Yes DS: Yes CP: Yes

	2009 Revised Budget	2010 Budget	Percent Change*
Revenues			
Property Taxes	$13,138,860	$14,282,404	8.7%
Tax Increments	900,000	900,000	---
All Other Taxes	322,500	326,650	1.3%
Special Assessments	150,000	150,000	---
Licenses and Permits	2,632,775	2,517,775	-4.4%
Federal Grants	0	0	---
State General Purpose Aid	0	0	---
State Categorical Aid	1,050,000	1,050,000	---
Grants from County/Other Local Units	0	0	---
Charges for Services	3,087,720	3,071,905	-0.5%
Fines and Forfeits	286,000	288,770	1.0%
Interest on Investments	312,860	241,295	-22.9%
All Other Revenues	4,443,845	2,117,035	-52.4%
Total Revenues	$26,324,560	$24,945,834	-5.2%
Proceeds from Bond Sales	0	0	---
Other Financing Sources	0	0	---
Transfers from Other Funds	0	0	---
Total Revenues and Other Sources	$26,324,560	$24,945,834	-5.2%
Current Expenditures			
General Government	$1,716,800	$1,726,895	0.6%
Public Safety	7,750,975	7,948,425	2.5%
Streets and Highways (excluding Const.)	2,385,375	2,619,585	9.8%
Sanitation	0	0	---
Human Services	0	0	---
Health	0	0	---
Culture and Recreation	2,818,105	2,694,695	-4.4%
Conservation of Natural Resources	0	0	---
Economic Development & Housing	1,317,055	1,260,295	-4.3%
All Other Current Expenditures	3,615,795	5,022,203	38.9%
Total Current Expenditures	$19,604,105	$21,272,098	8.5%
Debt Service - Principal	985,000	985,000	---
Interest and Fiscal Charges	439,127	439,127	---
Streets and Highways Capital Outlay	0	0	---
All Other Capital Outlay	3,363,095	2,254,109	-33.0%
Other Financing Uses	0	0	---
Transfers to Other Funds	0	0	---
Total Expenditures and Other Uses	$24,391,327	$24,950,334	2.3%

Name of City: Roseville

Adopted budgets for the following funds: GF: Yes SR: Yes DS: Yes CP: Yes

	2010 Revised Budget	2011 Budget	Percent Change*
Revenues			
Property Taxes	$14,282,404	$14,228,044	-0.4%
Tax Increments	900,000	500,000	-44.4%
All Other Taxes	326,650	475,140	45.5%
Special Assessments	150,000	150,000	---
Licenses and Permits	2,517,775	2,468,049	-2.0%
Federal Grants	0	0	---
State General Purpose Aid	0	0	---
State Categorical Aid	1,050,000	1,050,000	---
Grants from County/Other Local Units	0	0	---
Charges for Services	3,071,905	3,164,505	3.0%
Fines and Forfeits	288,770	215,000	-25.5%
Interest on Investments	241,295	676,000	180.2%
All Other Revenues	2,117,035	1,849,975	-12.6%
Total Revenues	$24,945,834	$24,776,713	-0.7%
Proceeds from Bond Sales	0	0	---
Other Financing Sources	0	0	---
Transfers from Other Funds	0	0	---
Total Revenues and Other Sources	$24,945,834	$24,776,713	-0.7%
Current Expenditures			
General Government	$1,726,895	$2,066,545	19.7%
Public Safety	7,948,425	8,267,525	4.0%
Streets and Highways (excluding Const.)	2,619,585	2,811,925	7.3%
Sanitation	0	0	---
Human Services	0	0	---
Health	0	0	---
Culture and Recreation	2,694,695	3,825,874	42.0%
Conservation of Natural Resources	0	0	---
Economic Development & Housing	1,260,295	1,097,324	-12.9%
All Other Current Expenditures	5,022,203	3,525,760	-29.8%
Total Current Expenditures	$21,272,098	$21,594,953	1.5%
Debt Service - Principal	985,000	985,000	---
Interest and Fiscal Charges	439,127	268,195	-38.9%
Streets and Highways Capital Outlay	0	0	---
All Other Capital Outlay	2,254,109	2,270,000	0.7%
Other Financing Uses	0	0	---
Transfers to Other Funds	0	0	---
Total Expenditures and Other Uses	$24,950,334	$25,118,148	0.7%

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
Item No.: 12.d

Department Approval

City Manager Approval

Item Description: Adopt the 2012 Preliminary HRA Tax Levy

BACKGROUND

State Statute requires all municipalities that have levy authority over other governmental agencies to adopt a preliminary tax levy for that agency by September 15th for the upcoming fiscal year. The Roseville HRA, while a separate legal entity, does not have direct levy authority. The City Council must adopt a levy using its authority along with a designation that the funds go to the HRA. The Final 2011 HRA levy is scheduled to be adopted in December. Once the preliminary levy is adopted it can be lowered, but not increased.

On June 21, 2011, the HRA formally adopted a resolution calling for a 2012 Recommended Tax Levy in the amount of $353,500, the same levy as 2011 and 2010. A copy of the resolution is attached.

The following table summarizes the estimated tax impact on **residential** homes, based on the HRA's recommended 2012tax levy, estimates provided by Ramsey County, and assuming no change in property valuation.

Value of Home	2011 Actual	2012 Estimated	$ Increase (decrease)	% Increase (decrease)
$ 175,000	$ 14	$ 14	$ -	0 %
200,000	16	16	-	0 %
235,000	18	18	-	0 %
275,000	21	21	-	0 %
300,000	23	23	-	0 %

The amounts shown above are independent of the impact that results from the City's tax levy.

POLICY OBJECTIVE

Adopting a final HRA tax levy is required under State Statutes in order to make it effective the following year.

FINANCIAL IMPACTS

See above.

STAFF RECOMMENDATION

Staff Recommends the Council adopt or modify the attached resolution setting the 2012 Preliminary HRA Tax Levy.

REQUESTED COUNCIL ACTION

Motion to adopt or modify the attached resolution establishing the 2012 Preliminary HRA Tax Levy.

Prepared by: Chris Miller, Finance Director

Attachments:
A: Resolution to adopt the 2012 Preliminary HRA Tax Levy
B: Resolution adopted by the HRA requesting a 2012 Tax Levy

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 12th day of September, 2011, at 6:00 p.m.

The following members were present

and the following were absent:

Member ___________introduced the following resolution and moved its adoption:

RESOLUTION NO _____

A RESOLUTION SUBMITTING THE HOUSING AND REDEVELOPMENT AUTHORITY, IN AND FOR THE CITY OF ROSEVILLE, SPECIAL PROPERTY TAX LEVY ON REAL ESTATE TO THE RAMSEY COUNTY AUDITOR FOR THE FISCAL YEAR OF 2012

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

The request of the Housing and Redevelopment Authority, in and for the City of Roseville, for a special levy per Minnesota Statues Section 469.033, is hereby authorized in the amount of $353,500 to be collected in 2012 for the purposes of Minnesota Statutes Section 469.001 to 469.047.

The motion for the adoption of the forgoing resolution was duly seconded by Council Member ___________________ and upon vote being taken thereon, the following voted in favor:

and the following voted against:

WHEREUPON said resolution was declared duly passed and adopted.

State of Minnesota)
) SS
County of Ramsey)

I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 12th of September, 2011 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 12th day of September, 2011.

____
William J. Malinen
City Manager

Seal

EXTRACT OF MINUTES OF MEETING OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF ROSEVILLE

Pursuant to due call and notice thereof, a regular meeting of the Housing and Redevelopment Authority in and for the City of Roseville, County of Ramsey, Minnesota, was duly called and held at the City Hall on Tuesday, the 21st day of June, 2011, at 6:00 p.m.

The following members were present: Dean Maschka, Bill Masche, Kelly Quam, Tammy Pust, and Vicki Lee

and the following were absent: Bill Majerus

Commissioner Masche introduced the following resolution and moved its adoption

Resolution No. 42

A Resolution Adopting A Tax Levy in 2011 Collectible in 2012

BE IT RESOLVED by the Board of Commissioners (the "Board") of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota (the "Authority"), as follows:

Section 1. Recitals.

1.01. The Authority is authorized by Minnesota Statutes Section 469.033 to adopt a levy on all taxable property within its area of operation, which is the City of Roseville, Minnesota (the "City").

1.02. The Authority is authorized to use the amounts collected by the levy for the purposes of Minnesota Statutes Section 469.001 to 469.047 (the "General Levy").

Section 2. Findings

2.01. The Authority hereby finds that it is necessary and in the best interest of the City and the Authority to adopt the General Levy to provide funds necessary to accomplish the goals of the Authority and in furtherance of its Housing Plan.

Section 3. Adoption of General Levy.

3.01. The following sums of money are hereby levied for the current year, collectible in 2011, upon the taxable property of the City for the purposes of the General Levy described in Section 1.02 above:

Amount: $353,500

Section 4. Report to City and Filing of Levies.

4.01. The executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the City Council for its consent to the levies.

4.02. After the City Council has consented by resolution to the levies, the executive director of the Authority is hereby instructed to transmit a certified copy of this Resolution to the county auditor of Ramsey County, Minnesota.

Adopted by the Board of the Authority this 21st day of June, 2011.

Certificate

I, the undersigned, being duly appointed and acting Executive Director of the Housing and Redevelopment Authority in and for the City of Roseville, Minnesota, hereby certify that I have carefully compared the attached and foregoing resolution with the original thereof on file in my office and further certify that the same is a full, true, and complete copy of a resolution which was duly adopted by the Board of Commissioners of said Authority at a duly called and regularly held meeting thereof on July 20, 2010.

I further certify that Commissioner Masche introduced said resolution and moved its adoption, which motion was duly seconded by Commissioner Maschka, and that upon roll call vote being taken thereon, the following Commissioners voted in favor thereof: Dean Maschka, Bill Masche, Kelly Quam, Tammy Pust, and Vicki Lee

and the following voted against the same: none

whereupon said resolution was declared duly passed and adopted.

Witness my hand as the Executive Director of the Authority this 21st day of June, 2011.

Executive Director
Housing and Redevelopment
Authority in and for the City
of Roseville, Minnesota

1384193v1

ROSEVILLE

REQUEST FOR COUNCIL ACTION

DATE: 9/12/2011
ITEM NO: 12.e

Division Approval — City Manager Approval

P. Trudgeon — W. Malinen

Item Description: Request by Meritex Enterprises, Inc. for approval of a **preliminary plat** of Outlot A created in the recently-approved Highcrest Park Addition plat **(PF11-020).**

1.0 REQUESTED ACTION

Meritex Enterprises proposes to plat the portion of Outlot A, at 2285 Walnut Street, lying immediately north of the triangle platted under the Highcrest Park Addition plat, leaving the remainder of the parcel as an outlot until future development plans necessitate platting more of the property.

Project Review History

- Application submitted and determined complete: July 1, 2011
- Planning Commission recommendation (6-0 to approve): August 3, 2011
- Review deadline (extended by City): October 29, 2011
- Project report prepared: September 2, 2011
- Anticipated City Council action: September 12, 2011

2.0 SUMMARY OF RECOMMENDATION

The Planning Division concurs with the recommendation of the Planning Commission to approve the proposed PRELIMINARY PLAT; see Section 7 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

By motion, approve the proposed PRELIMINARY PLAT, pursuant to Title 11 (Subdivisions) of the City Code; see Section 8 of this report for the detailed action**.**

4.0 BACKGROUND

4.1 The property at 2285 Walnut Street has a Comprehensive Plan designation of Industrial (I) and a corresponding zoning classification of Industrial (I) District. The preliminary PLAT PROPOSAL has been prompted by plans to develop a 120,000-square-foot FedEx office/warehouse facility in the southern portion of the existing Outlot A, created by the first Highcrest Park Addition plat approved by the City Council on July 11, 2011.

4.2 For the sake of clarification, the nature of an "outlot" is such that it may not be developed until it is re-platted. In this case, the intent is to plat the proposed Outlot A when future development scenarios are solidified enough to determine where lot lines will be most appropriate. A large pile of rubble, the subject of a recent interim use approval, stands on the northern portion of the proposed outlot.

5.0 PRELIMINARY PLAT ANALYSIS

5.1 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots meet the minimum size requirements of the zoning code, that adequate streets and other public infrastructure are in place or identified and constructed, and that storm water is addressed to prevent problems either on nearby property or within the storm water system. As PRELIMINARY PLAT of an industrial property, the proposal leaves no zoning issues to be addressed since the Zoning Code does not establish minimum lot dimensions or area.

5.2 Roseville's Development Review Committee, a body comprising staff from various City departments, met on July 14, 2011 to discuss the application. As the City's authority storm water- and infrastructure issues, Public Works Department had the biggest portion of information to review and had the following comments on the PRELIMINARY PLAT materials:

a. the drainage and utility easement along the eastern boundary of the proposed Lot 1 needs to be 12 feet in width rather than the 10 feet as shown;

b. a storm sewer easement is required along the western boundary of the property; and

c. a sidewalk will be required within the Walnut Street right-of-way corresponding to the sidewalk required in the original Highcrest Park Addition plat.

5.3 On August 2, 2011, the Roseville Parks and Recreation Commission reviewed the proposed PRELIMINARY PLAT against the park dedication requirements of §1103.07 of the City Code. According to the draft meeting minutes provided to Planning Division staff, the commissioners discussed their previous decisions for earlier developments in the area, and inquired whether or not revenues collected from park dedication can be used for public art; Parks and Recreation Department staff explained that the state statute directs park dedication funds to be used for capital projects and not for maintenance. The Parks and Recreation Commission unanimously voted to recommend accepting cash in lieu of land for park development.

6.0 PUBLIC COMMENT

The duly-noticed public hearing for the PRELIMINARY PLAT application was held by the Planning Commission on August 3, 2011; minutes of the public hearing are included with this report as Attachment D. At the time this report was prepared, Planning Division staff has received no questions or comments from nearby property owners or other members of the public.

7.0 RECOMMENDATION

Based on the comments and findings outlined in Sections 4-6 of this report, the Planning Division concurs with the recommendation of the Planning Commission to approve the proposed PRELIMINARY PLAT pursuant to Title 11 of the Roseville City Code with the following conditions:

a. the drainage and utility easement along the eastern boundary of the proposed Lot 1 shall be 12 feet in width rather than the 10 feet as shown;

b. a storm sewer easement shall be dedicated along the western boundary of the property; and

c. a sidewalk shall be constructed within the Walnut Street right-of-way, corresponding to the sidewalk required in the original Highcrest Park Addition plat, subject to the terms and specifications of a Public Improvement Contract to be prepared for execution in conjunction with the consideration of the FINAL PLAT by the City Council.

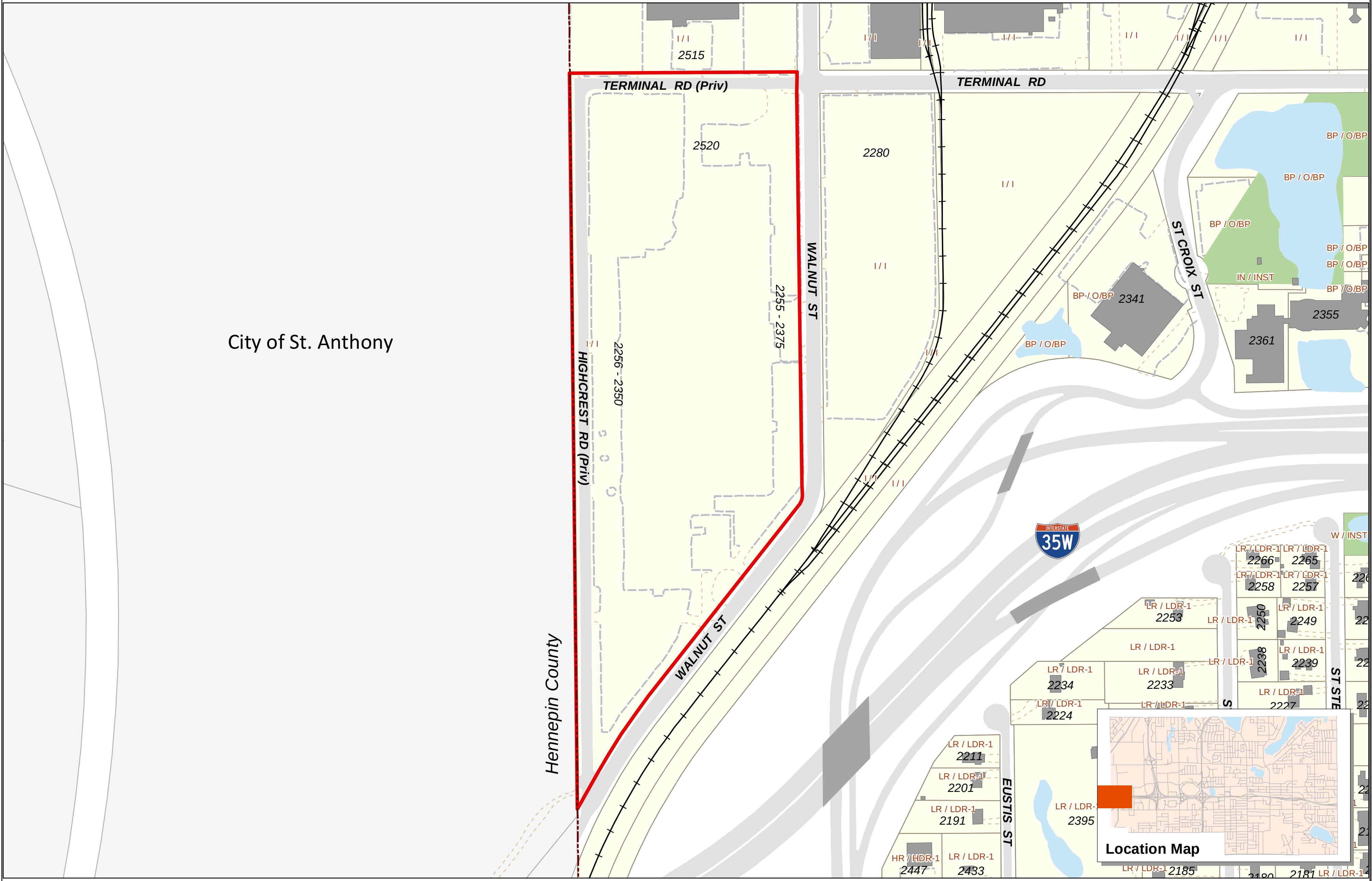
8.0 SUGGESTED ACTION

Pass a motion to approve the proposed PRELIMINARY PLAT at 2285 Walnut Street, based on the comments and findings of Sections 4-6 and the recommendation of Section 7 of this staff report.

Prepared by: **Associate Planner Bryan Lloyd**

Attachments:
A: Area map
B: Aerial photo
C: Preliminary plat information
D: 8/3/2011 public hearing minutes

Attachment A: Location Map for Planning File 11-002



Prepared by:
Community Development Department
Printed: February 14, 2011

Site Location

LR / R1 Comp Plan / Zoning Designations

Data Sources

* Ramsey County GIS Base Map (2/1/2011)

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.

0 100 200 300 400 Feet

N

mapdoc: planning_commission_location.mxd

Attachment B: Aerial Map of Planning File 11-002

Prepared by:
Community Development Department
Printed: February 14, 2011

Site Location

Data Sources
* Ramsey County GIS Base Map (2/1/2011)
* Aerial Data: Kucera (4/2009)

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

Disclaimer

0 100 200 300 400 Feet

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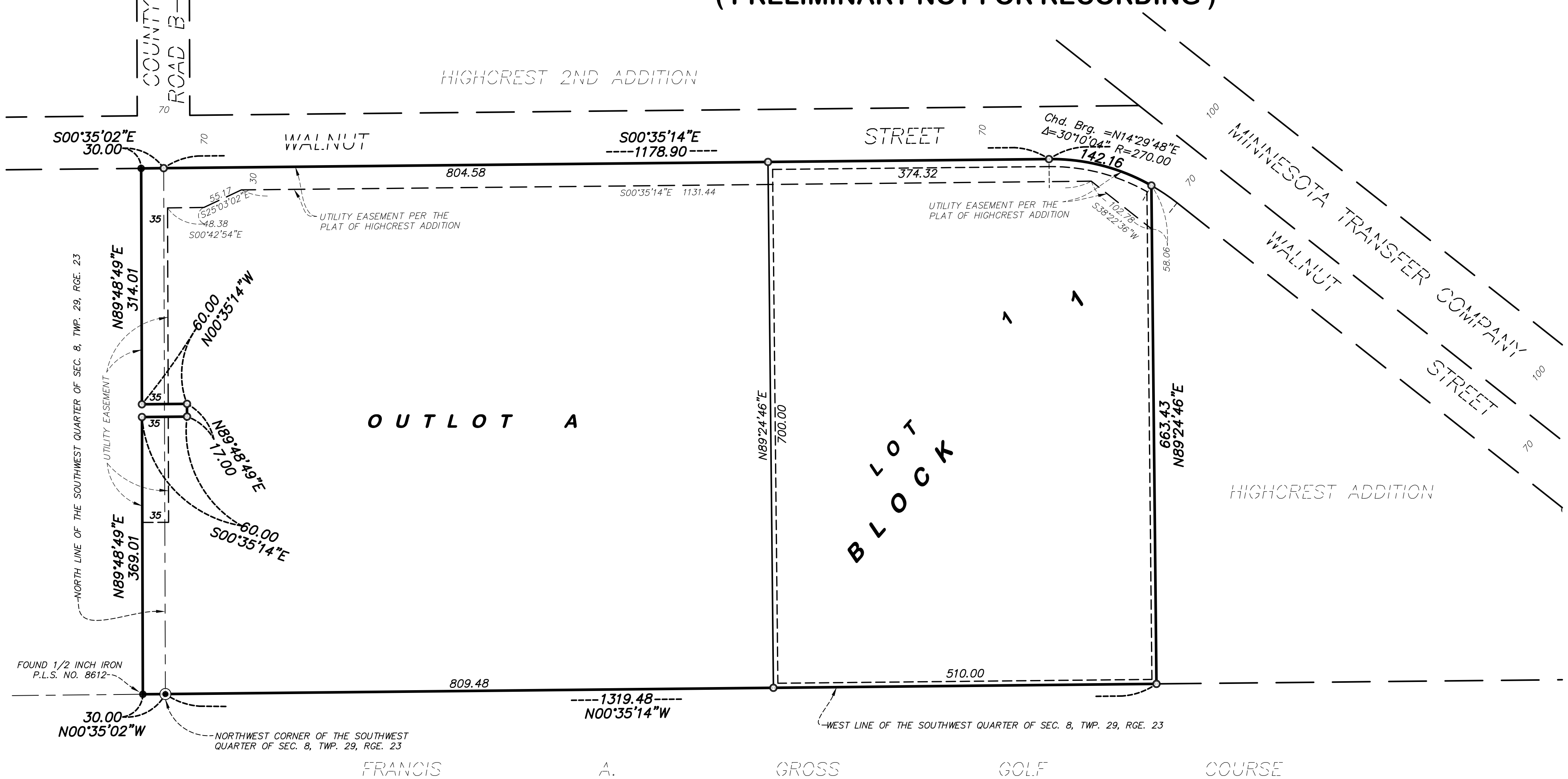
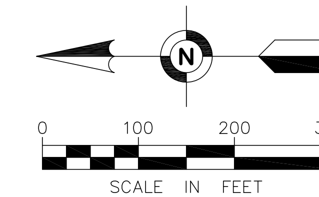
HIGHCREST PARK 3RD ADDITION

(PRELIMINARY NOT FOR RECORDING)





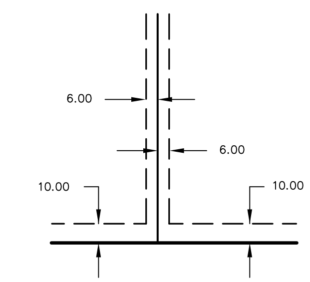
The orientation of this bearing system is based on the Ramsey County Coordinate Grid (NAD 83-96 Adj.).

DENOTES FOUND CAST IRON MONUMENT

DENOTES 5/8 INCH IRON RE-BAR FOUND & MARKED BY LICENSE NO. 22033 UNLESS OTHERWISE SHOWN

DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET & MARKED BY LICENSE NO. 44123

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 6 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, UNLESS OTHERWISE SHOWN, AND BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AS SHOWN ON THE PLAT

KNOW ALL MEN BY THESE PRESENTS: That Meritex Enterprises, Inc., a Minnesota corporation, fee owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

OUTLOT A, HIGHCREST ADDITION, WASHINGTON COUNTY, MINNESOTA

Has caused the same to be surveyed and platted as HIGHCREST PARK 3RD ADDITION.

In witness whereof said Meritex Enterprises, Inc., a Minnesota corporation has caused these presents to be signed by it's proper officer this ________ day of ______________ , 201__.

Signed: Meritex Enterprises, Inc.

____

STATE OF _________________
COUNTY OF _______________

The foregoing instrument was acknowledged before me this _______ day of __________________ , 201___, by ________________ , __________________ , of Meritex Enterprises, Inc., a Minnesota corporation, on behalf of the corporation.

____
Notary Public ______________ County, ____________
My commission expires ___________________________

I, Brent R. Peters do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this day of ______ day of _______________ , 201___.

____
Brent R. Peters, Licensed Land Surveyor
Minnesota License No. 44123

STATE OF _________________
COUNTY OF _______________

The foregoing Surveyor's Certificate was acknowledged before me this _______ day of ______________ , 201___, by Brent R. Peters, Licensed Land Surveyor.

____
Notary Public ______________ County, ____________
My commission expires ___________________________

CITY OF ROSEVILLE

We do hereby certify that on the ______ day of ________________ , 201___, the City Council of the City Roseville , Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

______________________________, Mayor ______________________________, Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year ______ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this ______ day of __________________ , 201___.

______________________________, Director ______________________________, Deputy
Property Records and Revenue

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuantto Minnesota Statutes, Section 383A.42, this ______ day of ______________, 201___.

____
Michael Fiebiger, P.L.S.
Ramsey County Surveyor

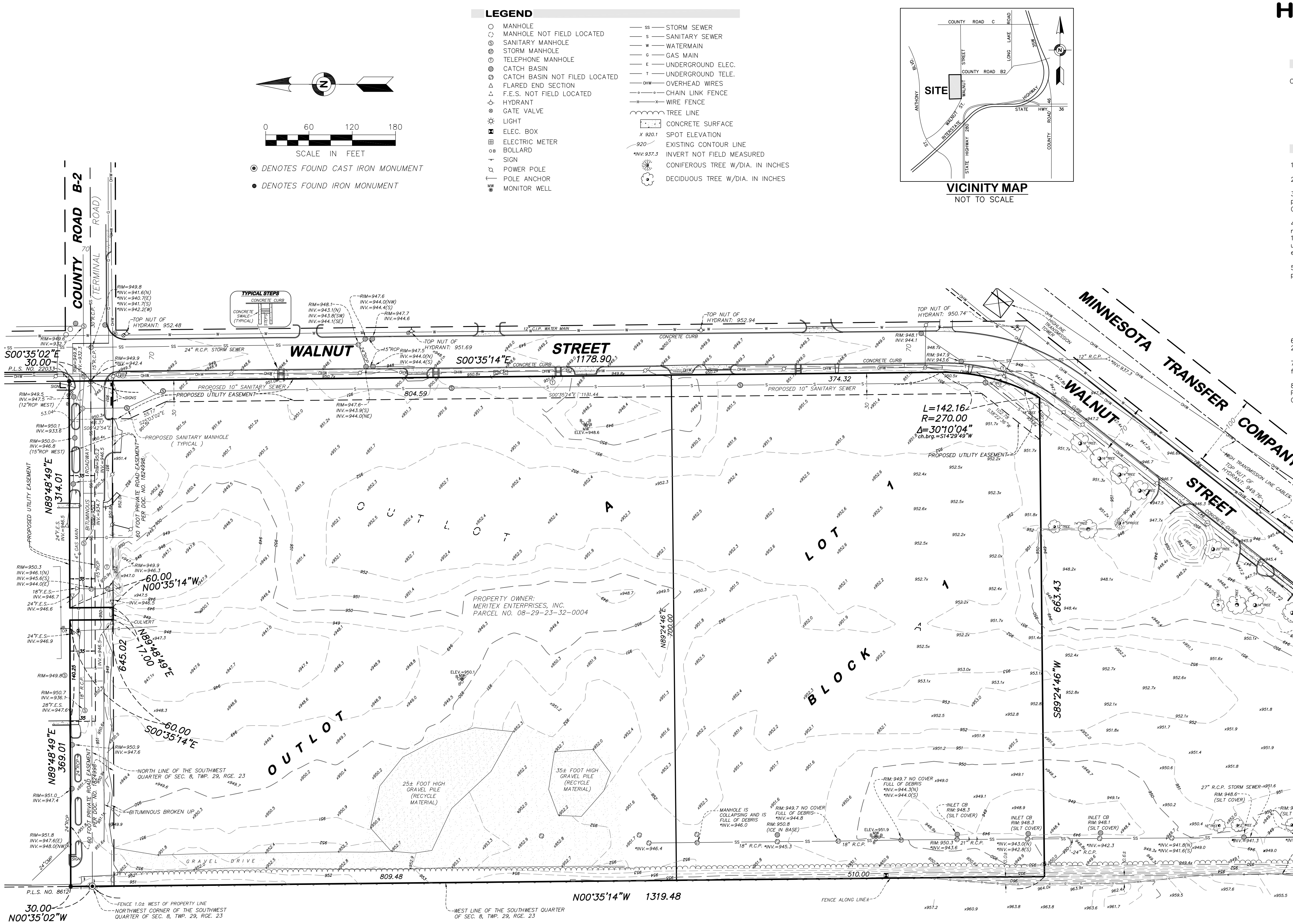
COUNTY RECORDER
County of Ramsey, State of Minnesota

I hereby certify that this plat of HIGHCREST PARK ADDITION 3RD ADDITION was filed in the office of the County Recorder for public record this ______ day of ________________ , 201___, at ______ O'clock ___. M., and was duly filed in Book ______________ of Plats, Pages ________ and ________, as Document Number _________________ .

____
Deputy County Recorder

Egan, Field & Nowak, Inc.
land surveyors since 1872

PRELIMINARY PLAT OF:
HIGHCREST PARK 3RD ADDITION



LEGAL DESCRIPTION:

Outlot A, HIGHCREST PARK ADDITION (unrecorded plat), Ramsey County, Minnesota.

NOTES:

1. The orientation of this bearing system is based on the Ramsey County coordinate grid (NAD 83–96 adjustment).

2. The total area of the property described hereon is 940,291 square feet or 21.586 acres.

3. Easement information used in the preparation of this survey was based on the Commitment for Title Insurance prepared by Commercial Partners Title Insurance Company, as agent for Lawyers Title Insurance Corporation, Commitment No. 28058 (Fourth Supplemental) dated July 31, 2006.

4. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher One per ticket nos. 110190017; 110190258; 110190260; and 110190261. Other utilities and services may be present. Verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

5. According to the City of Roseville the property is zoned I (Industrial District), and has the following building and parking setback requirements:

Building setback: Front = 30 feet,
Side = 10 feet or 40 feet from residential lot boundary,
Rear = 20 feet or 40 feet from residential lot boundary

Height = 60 feet and Maximum F.A.R. = 0.4/0.6 (per building type)
Parking setback: Equal to building setbacks.

6. According to the Federal Emergency Management Agency Web Site the subject property lies within Map No. 27123C0015G an un–printed panel and is subject to no special flood hazard areas.

7. BENCHMARK: Minnesota Department of Transportation Control Monument "Gorg MNDT AZ MK". Elevation = 964.296 feet (NAVD 88).

8. The underlying legal description used for this preliminary plat is based on the unrecorded final plat of HIGHCREST PARK ADDITION. At the time of this certification said final plat has been submitted for approval with the appropriate Governmental entities.

OWNER / SUBDIVIDER

MERITEX ENTERPRISES, INC.
24 UNIVERSITY AVENUE
SUITE 200
MINNEAPOLIS, MN 55413
PHONE: 612–548–4848

SURVEYOR

EGAN, FIELD & NOWAK, INC.
1229 TYLER STREET NE – SUITE 100
MINNEAPOLIS, MN. 55413
LEE J. NORD, PLS
PHONE: 612–466–3300

AREAS

PROPOSED LOT 1, BLOCK 1 = 355,394 Square Feet
8.159 Acres

PROPOSED OUTLOT A = 584,897 Square Feet
13.427 Acres

CERTIFICATION:

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

Date of survey: June 20, 2011.
Date of signature: June 24, 2011.

Brent R. Peters
Brent R. Peters
Minnesota License No. 44123

FIELD BOOK	PAGE	FIELDWORK CHIEF:
2730	54	PJD
DRAWING NAME: 34820–preplat.dwg		DRAWN BY: kgf
JOB NO. 34820		CHECKED BY:
FILE NO. 646		BRP

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY PLAT OF:
HIGHCREST PARK 3RD ADDITION

PRELIMINARY PLAT FOR:
MERITEX ENTERPRISES, INC.

PROPERTY ADDRESS:
2295 WALNUT STREET
ROSEVILLE, MINNESOTA 55113

EFN
Egan, Field & Nowak, Inc.
land surveyors since 1872
1229 Tyler Street NE, Suite 100
Minneapolis, Minnesota 55413
PHONE: (612) 466-3300
FAX: (612) 466-3383
WWW.EFNSURVEY.COM

PLANNING FILE 11-020

Request by Meritex Enterprises, Inc. for approval of a PRELIMINARY PLAT of Outlot A created in the recently-approved Highcrest Park Addition plat

Chair Boerigter opened the Public Hearing at 6:35 p.m.

Associate Planner Bryan Lloyd summarized the request of Meritex Enterprises to plat the portion of Outlot A at 2285 Walnut Street, lying immediately north of the triangle platted under the Highcrest Park Addition plat, leaving the remainder of the parcel as an outlot until future development plans necessitate platting more of the property; as detailed in the Request for Planning Commission Action dated August 3, 2011.

Mr. Lloyd advised that the request had been prompted by plans to develop a 120,000 square foot FedEx office/warehouse facility in the southern portion of the existing Outlot A, created by the first Highcrest Park Addition plat approved by the City Council on July 11, 2011. Mr. Lloyd noted that the nature of an "outlot" is such that it may not be developed until it is re-platted, and as in this case proposed for development when future development scenarios are solidified enough to determine where lot lines will be most appropriate. Mr. Lloyd noted that a large pile of rubble in northern portion of the proposed outlot had been the subject of a recent interim use approval.

Staff recommended approval of the proposed PRELIMINARY PLAT, pursuant to Title 11 (Subdivisions) of City Code, as detailed in the staff report dated August 3, 2011; and conditions of Section 7.

Applicant representatives were present, but had no comment.

Chair Boerigter closed the Public Hearing at 6:40 p.m.; no one appeared for or against.

Member Wozniak sought clarification on another FedEx proposal earlier in the year for an expansion off Terminal Road.

Mr. Lloyd confirmed that there had been an earlier land use case for expansion of a FedEx facility on Terminal Road west of this project site; however, he noted that this land use was for more ground-oriented, smaller trucks, while the other use is related to air freight and involved larger semi-trailers.

MOTION

Member Boguszewski moved, seconded by Member Wozniak seconded, to RECOMMEND TO THE CITY COUNCIL approval of the proposed PRELIMINARY PLAT at 2285 Walnut Street; based on the comments and findings of Section 4-6 and the conditions of Section 7, as detailed in the August 3, 2011 Request for Planning Commission Action.

Ayes: 6
Nays: 0
Motion carried.

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: September 12, 2011
Item No.: 12.t

Department Approval | City Manager Approval

Item Description: Appointment to fill Roseville Housing and Redevelopment Authority Vacancy

BACKGROUND

Susan Elkins, who was appointed to a term on the Housing and Redevelopment Authority, has resigned. Her term runs through September 23, 2015.

On August 22, the City Council interviewed Debora Battisto and William Rodrique to fill a vacancy on the RHRA. The Mayor will make an appointment to the RHRA at the September 12, 2011 City Council meeting. The City Council will adopt a resolution confirming the appointment.

Financial Impacts

None

Staff Recommendation

Approve Mayor Dan Roe's appointment of _________ to complete a five-year term on the Housing and Redevelopment Authority that ends September 23, 2015.

REQUESTED COUNCIL ACTION

Approve Mayor Dan Roe's appointment of _________ to complete a five-year term on the Housing and Redevelopment Authority that ends September 23, 2015.

Prepared by: **Bill Malinen, City Manager**

Attachments:
A: Applications
B: Mayor's Certification of Appointment
C: Resolution confirming appointment to RHRA
D: City Manager Certificate

The following form was submitted via your website: Commission Application
Please check commission applying for: Housing and Redevelopment Authority
If other, please list name:
This application is for: New Term
If this is a student application, please list your grade:
Name:: Debora L. Battisto
Address:: 2240 Midland Grove Road #104
City, State, Zip: Roseville, MN 55113
Phone Number::
Email address:: DeboraLBattisto@aol.com

How many years have you lived in Roseville?: originally since 1989 @ 637 Cty Rd B-2

Work Experience (especially as it relates to the Commission/Board for which you are applying): I've worked in the real estate industry since 1976 in all aspects. I became a licensed commercial real estate broker in 1985 and have been active and diversified since that time. I worked as a federal employee for the FDIC/RTC as an REO Manager. Whereby I handled a full portfolio of mixed use properties on a traveling seizure team that was located in Eagan, MN. I'm a recent graduate of UC Irvine with a GPA of 3.9 as an International Certified Facilities Manager. I was a special steam engineer in MN since the late 70's. My notary public is active and in good standing as well. I have worked for numerous developers in Minnesota, California, Texas, and Nevada in residential and commercial real estate.

Education:: St. Paul Vocational College 1976-1977 Steam Engineering License
UC Irvine Graduate 2011 3.9 GPA, ICFM, Irvine, CA
Kaplan School- Over 300 hours of real estate education, MN
Real Estate educator at Longman Real Estate School, MN

Civic and Volunteer Activities (Past and Present):: Emergency room volunteer for United and Miller Hospitals.
Church Volunteer with Catholic Charities.
Make a wish volunteer.
Dorothy Day Volunteer.

Please state your reasons for wanting to serve on the Commission/Board:: I possess strong interpersonal skills, albeit excellent oral and written skills.
My leadership skills, integrity, public speaking, and creative networking drive business even during a tough economy. My skill set includes; a full spectrum real estate career in sales and management. Interfacing with sellers, investors, and other transaction counterparties on a daily basis.

The work ethic and professional management style I have possess prove to be a winning combination. My hands-on training and mentoring of my staff encourage a positive team atmosphere with an open door policy.

My recent CFM certification coupled with 25 years of hands on real estate experience in mixed use commercial real estate is diverse. My specific skill set and expertise in business development of hotel, retail, office, and mixed use properties has placed me at the top of my field.

My professional experience along with my recent relevant college education in facilities management makes me an ideal candidate for this position. I’ve successfully completed my International Facilities Management Certification at UC Irvine Extension, graduating with a 3.98 GPA.

My inherent ability to communicate, influence, collaborate and maintain positive and mutually beneficial relationships is the key to my success.
I’ve managed large complex, diverse portfolios in-house as well as fee based projects.

My ability to present convincing rationale for investments, in particular markets based on experience and research, conveys financial benefits to owners, investors, legal and government entities.

What is your view of the role of this Commission/ Board?: To determine housing needs for Roseville that are fair and equitable for the city and residents.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I would like the opportunity to go into further detail in person.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodicaly made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Preferred Email Address
Home Phone :
Work Phone :
Cell Phone:
Preferred Email Address: DeboraLBattisto@aol.com

I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:
Form submitted on: 7/24/2011 10:40:01 AM
Submitted from IP Address:
Referrer Page: No referrer - Direct link
Form Address: http://www.cityofroseville.com/forms.aspx?FID=237

The following form was submitted via your website: Commission Application
Please check commission applying for: Housing and Redevelopment Authority, Human Rights Commission
If other, please list name:
This application is for: New Term
If this is a student application, please list your grade:
Name:: William Rodrique
Address:: 1015 Judith Avenue
City, State, Zip: Roseville, MN 55113
Phone Number:: 651-481-0738
Email address::
How many years have you lived in Roseville?: 14/Plus

Work Experience (especially as it relates to the Commission/Board for which you are applying): I have been appraising real estate for 12 years full time. I have experience in both residential and commercial real estate. I have owned and operated my own company for the last 5 years.

Education:: K-12 St. Paul Schools. I have completed a two year electronic program from 916 vocational in White Bear Lake now called Century College. Some college credits from Century College. Extensive real estate appraisal course work including course completion from the Appraisal Institute.

Civic and Volunteer Activities (Past and Present):: DNR gun safety instructor, NSSA youth soccer coach, past In house director for Roseville Area Youth Hockey. Currently coaching the Roseville 7/8 B LaCrosse team.

Please state your reasons for wanting to serve on the Commission/Board:: To be involved with the community of Roseville in a way that benefits the citizens of Roseville as well as our community.

What is your view of the role of this Commission/ Board?: Help citizens find out the information they may need to help fulfill their housing needs. Provide opportunity for all to live and be part of a good living environment.

Any further information you would like the City Council to consider or that you feel is relevant to the appointment or reappointment you are seeking.: I have been appraising real estate over the past 12 years. The assignments I have completed range from residential homes to commercial buildings. I have acted as a consultant and have also testified as an expert witness. I have appraised properties of all styles, ages, and conditions. I have maintained professional relationships with several clients from a wide variety of market areas.

I understand that information provided in this application may be distributed by the City to the public including, but not limited to, being posted on the City of Roseville website. I agree to waive any and all claims under the Minnesota Government Data Practices Act, or any other applicable state and federal law, that in any way related to the dissemination to the public of information contained in this application that would be classified as private under such laws. I understand that I may contact the responsible authority for the City of Roseville if I have any questions regarding the public or private nature of the information provided.: Yes

Occasionally City staff gets requests from the media or from the public for ways to contact Commission members. The Commission roster is periodicaly made available. Please indicate which information the City may release to someone who requests it or that may be included on the Commission roster. Under MN Statute §12.601. subd. 3(b), either a telephone or electronic mail address (or both) where you can be reached must be made available to the public. Please

indicate at least one phone number or one email address to be available to the public, and fill in the corresponding information in the below.: Home Phone Number
Home Phone : 651-481-0738
Work Phone :
Cell Phone:
Preferred Email Address:
I have read and understand the statements on this form, and I hereby swear or affirm that the statements on this form are true. : Yes

Additional Information:
Form submitted on: 6/15/2011 5:14:45 PM
Submitted from IP Address:
Referrer Page: No referrer - Direct link
Form Address: http://www.cityofroseville.com/forms.aspx?FID=237

CITY OF ROSEVILLE
STATE OF MINNESOTA

MAYOR'S CERTIFICATE
of
APPOINTMENT OF BOARD MEMBER
to the
HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE CITY OF ROSEVILLE

Pursuant to state law, I hereby appoint __________ as a Member of the Roseville Housing and Redevelopment Authority. As provided by law, this appointment is subject to Council Approval. ____________ will fill a term expiring September 23, 2015.

Witness my hand as the Mayor of the City of Roseville, Minnesota this 12th day of September, 2011.

____
Mayor Daniel J. Roe

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 12th day of September 2011, at 6:00 p.m.

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

Councilmember ___________________ introduced the following resolution and moved its adoption:

RESOLUTION # _________

RESOLUTION APPROVING MAYOR'S APPOINTMENT OF
_____________________ TO THE
HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR
THE CITY OF ROSEVILLE TO FILL AN UNEXPIRED TERM

WHEREAS, Susan Elkins resigned her position as a Board Member for the Housing and Redevelopment Authority in and for the City of Roseville ("HRA"), and

WHEREAS, Ms. Elkins' term as HRA Board member will expire on September 23, 2015, and

WHEREAS, pursuant to City of Roseville Resolution No. 10541, the City advertised the vacancy and the Mayor and City Council interviewed applicants for the HRA Board, and

WHEREAS, the Mayor has submitted for this Council's consideration the appointment to the HRA board of resident _________________, with a term expiring on September 23, 2015

NOW, THEREFORE, BE IT RESOLVED, by the Roseville City Council that the City Council approves the Mayor's appointment of _________________ to the Roseville HRA Board.

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

Whereupon said resolution was declared duly passed and adopted.

City Manager's Certificate of
Filing Resolution on Appointment of
Roseville HRA Board Member

I, the undersigned, being the duly appointed and acting City Manager of the City of Roseville, Minnesota, hereby certify that on the 12th day of September, 2011, I caused a certified copy of Resolution No. _________ having been duly adopted by the Roseville City Council on September 12, 2011, to be filed in the office of the Commissioner of the Department of Employment and Economic Development of the State of Minnesota by mailing such resolution, postage prepaid, to said Commissioner in care of Mr. Mark Phillips, Department of Employment and Economic Development, 332 Minnesota Street, Suite E200, St. Paul, Minnesota 55101-1351.

Witness my hand as the Roseville City Manager and the official seal of the City this 12th day of September, 2011.

(SEAL)

____
William J. Malinen
City Manager
City of Roseville, Minnesota

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: September 12, 2011
Item No.: 12.g

Department Approval	City Manager Approval
	WJ Malinen

Item Description: Consider Councilmembers' Attendance at National League of Cities Conference

BACKGROUND

The National League of Cities is holding their annual conference in Phoenix, AZ on November 9-12, 2011. The conference is suitable for all councilmembers, and they are encouraged to attend. Councilmember Dean Maschka was the last councilmember to attend in 2002. Councilmember John Goedeke attended in 2001. Councilmembers would be expected to report to the City Council about what they learned at the conference.

FINANCIAL IMPACTS

Registration, airfare, hotel and incidental expenses. Cost for first time attendees is $375. Depending upon when reservations made, airfare costs approximately $350. Hotel costs range from $120 to $210 per night. Estimated costs are $1,500 to $2,000 per person for five nights' stay.

The 2010 Council training budget is $1,050. A total of $1,030.20 remains in the account.

STAFF RECOMMENDATION

Consider whether councilmembers should attend conference; if approved, determine which councilmember(s) will attend.

REQUESTED COUNCIL ACTION

Consider whether councilmembers should attend conference; if approved determine which councilmember(s) will attend.

Prepared by: **William J. Malinen**
Attachments: A: NLC Conference Information

Attachment A

NLC PHOENIX 2011

NATIONAL LEAGUE OF CITIES
CONGRESS OF CITIES AND EXPOSITION

Phoenix Convention Center, Phoenix, Arizona – November 9-12, 2011

ATTEND THE 2011 CONGRESS OF CITIES AND EXPOSITION AND IMMERSE YOURSELF IN REAL-WORLD PROGRAMS AND PROJECTS FROM CITIES IN ARIZONA AND ACROSS AMERICA

REGISTER NOW AT DISCOUNTED RATES!

NLC PHOENIX 2011 NATIONAL LEAGUE OF CITIES CONGRESS OF CITIES AND EXPOSITION

Phoenix Convention Center, Phoenix, Arizona – November 9-12, 2011

COME TO PHOENIX TO:

- **SHARE AND LEARN** from more than 4,000 participants including 2,000 elected and appointed officials and city staff;
- **GO IN-DEPTH** on one of four concurrent conference topics —Your City's Families, Green Cities, Economic Development and Infrastructure.
- **LEARN** from dozens of sessions on topics critical to municipalities including workshops, facilitated discussions and mobile workshops;
- **EXPLORE** examples of notable regional collaborations and other model programs from Phoenix and surrounding cities and from the 2011 City Showcase;
- **CHOOSE** from over fourteen Leadership Training Institute Seminars offering in-depth professional development and skills training;
- **CONNECT** with NLC staff, who will be available at the member services booth, at workshops and throughout the conference to answer questions about what is happening across the nation and on Capitol Hill;
- **ROAM THE EXPOSITION HALL** with more than 300 booths offering services and products that support cities.
- **VISIT NLC ENTERPRISE PROGRAM BOOTHS** in the exposition, presenting programs and services that bring solutions and savings to cities.
- **BE A GENERALIST** by sampling from each of the concurrent conferences and sessions on other challenges city leaders face.

RATES

REGISTER ONLINE NOW FOR GREAT SAVINGS!
WWW.NLCCONGRESSOFCITIES.ORG

REGISTRATION RATES: (GOOD THROUGH SEPTEMBER 15)

NLC & Associate Member	$435
SML Member	$550
Non-Member	$625
* First-Time Attendee	$375
Student Rate	$175
Youth Delegate	$100
Youth Chaperone	$100
Spouse/Guest	$85

HOUSING RATES:

HOTEL	SINGLE/DBL
Sheraton Phoenix Downtown (Headquarters Hotel)	$210
Hilton Garden Inn Phoenix Midtown	$119
Holiday Inn & Suites Phoenix North Airport	$169
Hyatt Regency Phoenix	$185
Radisson Phoenix City Center	$129
Springhill Suites Phoenix Downtown	$159
Wyndham Phoenix	$185

2011 CONGRESS OF CITIES TO FEATURE UPDATED SCHEDULE AND FORMAT

NLC will be offering a restructured conference format at the Congress of Cities and Exposition in Phoenix to allow for more in-depth exploration of the most pressing challenges facing cities. Additional educational opportunities will allow local officials to also get a general overview of topics important to cities.

Four concurrent conferences will be held on the topics of Economic Development, Green Cities, Infrastructure, and Your City's Families. Each of these conferences will incorporate keynote speakers, workshops and peer networking sessions, and may also include mobile workshops and leadership training seminars.

Before and after these four concurrent conferences, NLC will offer the traditional governance activities, leadership training seminars, mobile workshops, the exhibit hall, state municipal league activities and meetings of NLC committees, councils, panels, and constituency groups.

In each of the concurrent conferences and in the overall conference programming, NLC will explore the impact that immigration has on communities and constructive local action in cities across the country. With Phoenix as the host city for the conference, NLC will have an opportunity to highlight the need for comprehensive immigration reform at the federal level.

NLC PHOENIX 2011 ECONOMIC DEVELOPMENT

The Economic Development conference will give city leaders and staff the chance to focus on strategies to spur sources of growth from inside the community, including entrepreneurship and small businesses development, and sources of growth from outside the community, including trade and foreign direct investment. Conference sessions will feature strategies and promising practices from cities and regions across the country, networking opportunities, and mobile tours.

NLC PHOENIX 2011 GREEN CITIES

The Green Cities conference will explore topics fundamental to building and maintaining strong sustainability programs. This conference will provide city leaders and staff with tools, resources and practical examples to develop a strong foundation for sustainability in their communities, reassess and reinforce existing efforts, and effectively expand initiatives throughout their communities.

NLC PHOENIX 2011 INFRASTRUCTURE

Our cities' infrastructure systems — transportation, water, technology and communications — are the backbone of the regional and national economies. The Infrastructure conference will offer city leaders and staff the roadmap for how collaboration at home, rather than a set of top-down federal government programs, can ensure the long-term vitality and prosperity of our towns, cities and regions while strengthening the nation's competitive position in the world.

NLC PHOENIX 2011 YOUR CITY'S FAMILIES

At the foundation of a prosperous, vibrant city are strong families living in neighborhoods where every child can thrive. As the nation's largest gathering of municipal leaders who are working to improve the lives of children, youth and families in their communities, the biennial National Summit on Your City's Families offers city officials and staff a unique opportunity to learn effective and promising approaches for ensuring that every child has opportunities to learn and grow, a safe neighborhood to call home, a healthy lifestyle and environment and a financially fit family in which to thrive.

"The materials and speakers bring me a fresh perspective on issues facing my city. I always find something valuable at the Congress of Cities & Exposition that I can take home to discuss and implement."

Ted Ellis, Mayor, Bluffton, Indiana
1st Vice President, NLC




PRELIMINARY SCHEDULE

WEDNESDAY, NOVEMBER 9

7:00 AM - 6:00 PM	Registration
8:30 AM -12:30 PM	Mobile Workshops
9:00 AM - Noon	Leadership Training Seminars
9:00 AM - 5:00 PM	Committee, Council and Panel Meetings
	Constituency Group Meetings
1:00 PM - 4:00 PM	Policy Committee Meetings
1:00 PM - 5:00 PM	Mobile Workshops
1:30 PM - 5:00 PM	Leadership Training Seminars
4:00 PM - 6:30 PM	New Member and First Time Attendee Welcome Session
6:00 PM - 10:00 PM	Constituency Groups Meetings and Events
	State Municipal Leagues Receptions

THURSDAY, NOVEMBER 10

7:00 AM - 8:30 PM	Registration
7:30 AM - 4:00 PM	Constituency Group Meetings and Events
8:00 AM - Noon	Board of Directors Meeting
	Advisory Council Meeting
	Your City's Families Concurrent Conference Sessions
9:00 AM - Noon	Leadership Training Seminars
	Mobile Workshops
10:00 AM - 4:00 PM	Exposition Hall and Exhibitor Solutions Theaters
Noon - 1:30 PM	Lunch in the Exposition Hall
1:00 PM - 4:00 PM	Mobile Workshops
1:00 PM - 4:00 PM	Committee, Council & Panel Meetings
1:30 PM - 4:00 PM	Resolution Committee Meeting
4:15 PM - 6:15 PM	OPENING GENERAL SESSION
6:30 PM - 8:00 PM	WELCOME RECEPTION IN THE EXPOSITION HALL
8:30 PM - Midnight	Constituency Group Meetings and Events
	State Municipal League Receptions

MOBILE WORKSHOPS

TAKE A CLOSER LOOK AT ARIZONA'S CITIES AND TOWNS

The mobile workshops at the 2011 Congress of Cities will showcase the best of what Phoenix and surrounding cities have to offer. Learn about new approaches to economic development, military base re-use plans and sustainability initiatives. Visit the conference website for full mobile workshop descriptions.

WEDNESDAY, NOVEMBER 9
(4-HOUR TOURS)

City of Glendale (8:30 a.m. - 12:30 p.m.)
Vision to Reality – Creating a Sports & Entertainment Destination.

City of Casa Grande (8:30 a.m. - 12:30 p.m.)
Economic Development (and Redevelopment) Through Public-Private Partnerships

City of Mesa (1:00 p.m. - 5:00 p.m.)
Life After BRAC – Community-Driven Base Reuse and Economic Development

Town of Queen Creek (1:00 p.m. - 5:00 p.m.)
Successful Small-Town Economic Development Programs

Town of Fountain Hills (1:00 p.m. - 5:00 p.m.)
A Fountain of Experience

THURSDAY, NOVEMBER 10
(3-HOUR TOURS)

City of Phoenix (8:30 - 11:30 a.m.)
Community and Faith-Based Initiatives

City of Phoenix (9:00 a.m. - Noon)
Phoenix Biomedical Campus

City of Goodyear (9:00 a.m. - Noon)
Site Tour of the Nation's First 100% All-Digital Cancer Hospital

Town of Gilbert (1:00 p.m. – 4:00 p.m.)
Solar Showcase

City of Peoria (1:00 p.m. – 4:00 p.m.)
Sustainable Water Resources in the Sonoran Desert

City of Phoenix (2:00 - 4:15 p.m.)
College Depot

FRIDAY, NOVEMBE

City of Mesa (1:30 - 4:
Arizona Museum for You

City of Scottsdale (3:00
SkySong/Fluidic Econo

City of Tempe (3:00 p.
Tempe Can Really Mov

City of Phoenix (3:00
Civic Space Park

FRIDAY, NOVEMBER 11

:00 AM - 5:00 PM	Registration
:00 AM - Noon	CONCURRENT CONFERENCE SESSIONS ECONOMIC DEVELOPMENT GREEN CITIES INFRASTRUCTURE
0:30 AM - 2:00 PM	Exposition Hall Open
loon - 1:30 PM	Lunch in the Exposition Hall
:30 PM - 5:00 PM	Mobiile Workshop
:30 PM - 5:00 PM	CONCURRENT CONFERENCE SESSIONS ECONOMIC DEVELOPMENT GREEN CITIES INFRASTRUCTURE
:00 PM - Midnight	Constituency Groups Meetings and Events State Municipal Leagues Receptions

SATURDAY, NOVEMBER 12

7:30 AM - 2:00 PM	Registration
8:30 AM - Noon	Committees, Councils and Panels Meetings Constituency Group Meetings and Events CONCUURENT CONFERENCE SESSIONS ECONOMIC DEVELOPMENT GREEN CITIES INFRASTRUCTURE
12:30 PM - 2:00 PM	CLOSING LUNCH AND GENERAL SESSION
2:30 PM - 4:30 PM	ANNUAL BUSINESS MEETING
6:00 PM - 9:00 PM	Phoenix Host City Closing Event

Check www.nlc.org for the latest information on the conference.

Special Thanks to our Sponsors!

ICMA RC Building Retirement Security

THE HOME DEPOT FOUNDATION

SOUTHWEST

Comcast.

IBM.

SPONSORSHIP/EXHIBITING

For more information about conference sponsorship opportunities, contact Cynthia Cusick at Cusick@nlc.org or (202) 626-3182. To learn more about exhibiting, contact Craig Baker at craig.baker@jspargo.com or (703) 679-3942.

**NLC wants to thank you now for selecting an official conference hotel for your stay in Phoenix! Each year, NLC contracts for room blocks at various hotels. In order to secure sleeping rooms at a lower rate, NLC must guarantee that a certain percentage of those rooms are occupied by meeting attendees each night. To allow NLC to continue to add value to the conference, it is imperative that participants of the 2011 Congress of Cities and Exposition stay at contracted hotels and go through the Spargo housing reservation system. If you have any questions regarding housing, please contact the Housing Center at 1-888-319-3864 or nlcregandhousing@jspargo.com.

1
.m.)

. - 5:00 p.m.)
Development Tour

5:00 p.m.)
u

- 5:00 p.m.)

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: 9/12/11
Item No.: 13.a

Department Approval | City Manager Approval

Item Description: "Infrastructure Improvements for the Twin Lakes AUAR Area- Final Report" Update

BACKGROUND

On February 25, 2008, the City Council adopted the "Infrastructure Improvements for the Twin Lakes AUAR Area- Final Report". The purpose of the document was to develop proportionate cost share for individual properties within the Twin Lakes area for the public infrastructure needed to support the redevelopment. The Council approved an update of this report on April 12, 2010. The attached map and table show the 17 roadway infrastructure improvements that make up the network of public street improvements identified as mitigation measures in the AUAR.

In summary, the report developed overall cost estimates for the public infrastructure improvements. We then estimated the traffic generation from each land use proposed as a part of AUAR Scenarios B& C, and routed the PM peak hour trips through the network. This established a total number of network trips for the planned build out of the Twin Lakes AUAR area. Using the total cost and total network trips, the report established a cost allocation rate per network trip for each type of use; Residential, Commercial- office and Commercial- retail.

The cost per network trip is a function of the total network trips contributed by a specific development type. As development proposals come forward, their respective land uses are reviewed against the assumptions contained in the study in order to determine that the specific cost per network trip value and associated cost allocation amount is appropriate for the proposed use.

The City Council has requested that staff review the study on an annual basis in order to ensure that the cost allocation rates assigned to redevelopment are consistent with the real costs to construct the public improvements. In 2010, the second phase of public infrastructure construction was completed. Upon review of actual costs for the construction of the second phase of the public infrastructure construction, we are recommending that we update the cost allocation rates to reflect the real costs for these public improvements.

In light of the 2010 zoning code update and feedback received from the City Attorney, staff has been taking a close look at the methodology used to develop the original cost allocation distribution. There are two main areas of focus, "2030 background traffic" and establishing a base line for network trips.

Over half of the AUAR traffic improvements occur on existing roads. Regardless of Twin Lakes redevelopment, these existing roads will likely have more traffic in the future. This is called "background traffic". A significant portion of the need for the 2030 improvements can be attributed to this background traffic. However, the existing study methodology only allocates cost to background traffic for four of the improvements.

The parcels in Twin Lakes are redevelopment parcels. This means they already have or have had existing land uses that contributed traffic to the roadway network. To capture this existing network traffic as a part of the proposed ordinance update for the Twin Lakes area, each parcel is assigned a base line for network trips. This is established using the existing trips generated by the last land use for the parcels.

We have asked SRF Consulting to develop a revised Figure 21 that shows how the inclusion of this 2030 background traffic and base line traffic would alter the cost allocation amounts.

The City Attorney has drafted an ordinance that will create a Twin Lakes Zoning Overlay District to implement the mitigation measures identified in the Twin Lakes AUAR (which includes the construction of infrastructure). The proposed ordinance identifies the Twin Lakes Infrastructure Improvement Report as the method of identifying a property owner's obligation for infrastructure investment. The ordinance lays out development limitations for property within the Twin Lakes Overlay District based on pre-existing network trips. The ordinance does not allow for development on a parcel beyond the pre-existing network trips unless 1) the property owner enters into a voluntary development agreement with the City that would include payment for the construction of the infrastructure; 2) the property owner makes other arrangements satisfactory to the City for the construction and payment of the infrastructure; or 3) the property owner waits until all infrastructure is in place and paid for before redeveloping their parcel.

The Twin Lakes Overlay District also requires compliance with the other mitigation requirements identified in the Twin Lakes AUAR. Staff brought the proposed ordinance to the August 3rd Planning Commission, and will be returning with modifications to the September 7th Planning Commission Meeting.

POLICY OBJECTIVE

The intent of the Infrastructure Study was to allocate public improvement costs related to redevelopment in the Twin Lakes area. This is the annual update of this study that incorporates the actual Twin Lakes Infrastructure Phase 2 costs and distributes them consistent with the methodology in the original report.

FINANCIAL IMPACTS

The "Infrastructure Improvements for the Twin Lakes AUAR Area- Final Report" estimates each parcel's obligation for its share of costs for the public infrastructure construction to mitigate environmental impacts. In the long term, developers will contribute towards the cost of the improvements when their property redevelops with contributions calculated using the cost allocation formulas described in the report.

STAFF RECOMMENDATION

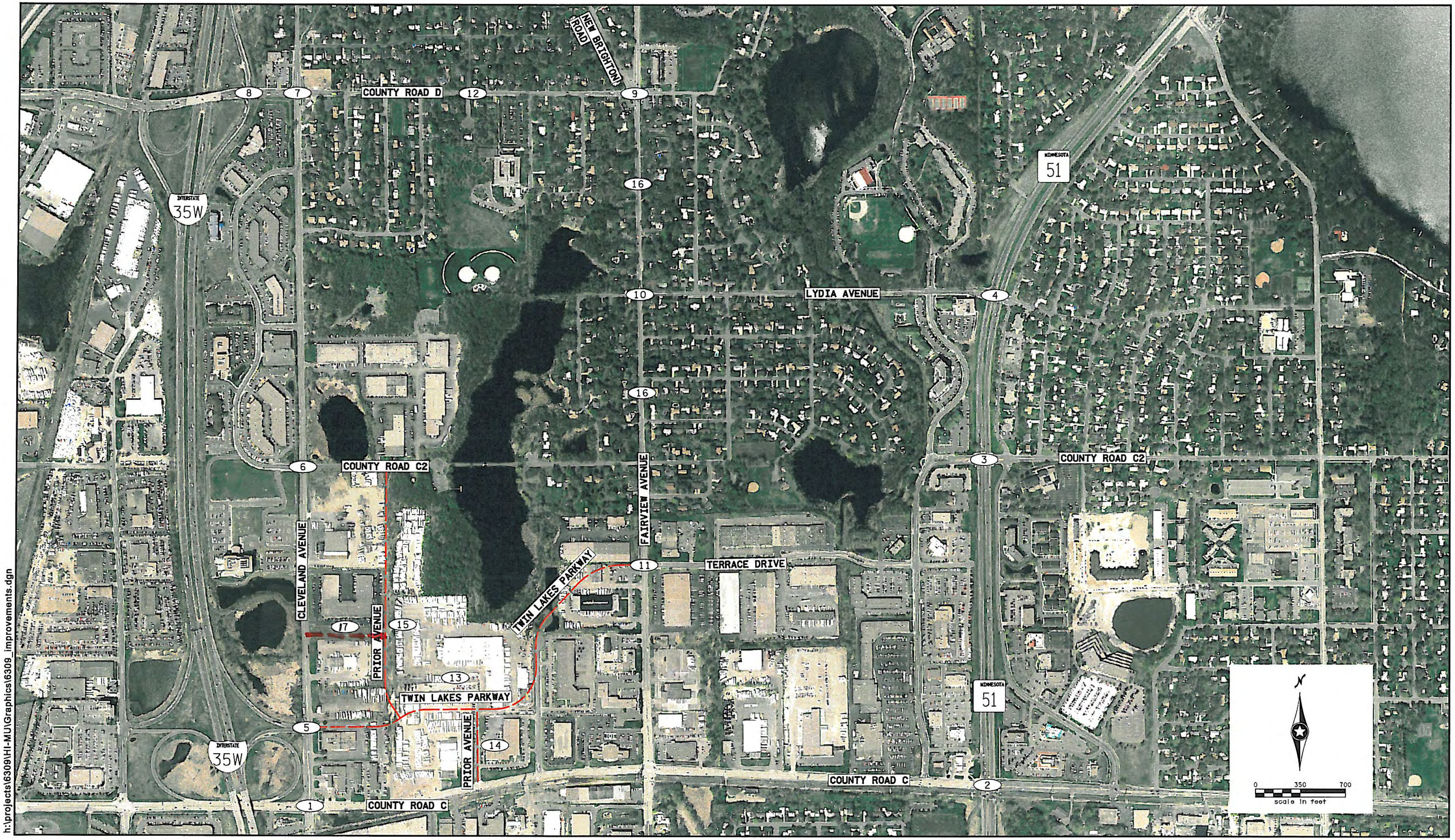
Staff would like to present information regarding the proposed amendment to the "Infrastructure Improvements for the Twin Lakes AUAR Area- Final Report" and receive feedback from the City Council. This information will be presented at a public meeting and brought back, along with the Twin Lakes Overlay District Ordinance, to the City Council for action in September.

REQUESTED COUNCIL ACTION

Discuss the methodology and amendment to the "Infrastructure Improvements for the Twin Lakes AUAR Area- Final Report".

Prepared by: Debra Bloom, City Engineer

Attachments:
A: Infrastructure Improvement Location Map
B: Twin Lakes AUAR Boundary Map
C: Figure 21- 2010/ 2011



SRF Consulting Group, Inc.

INFRASTRUCTURE IMPROVEMENT LOCATIONS

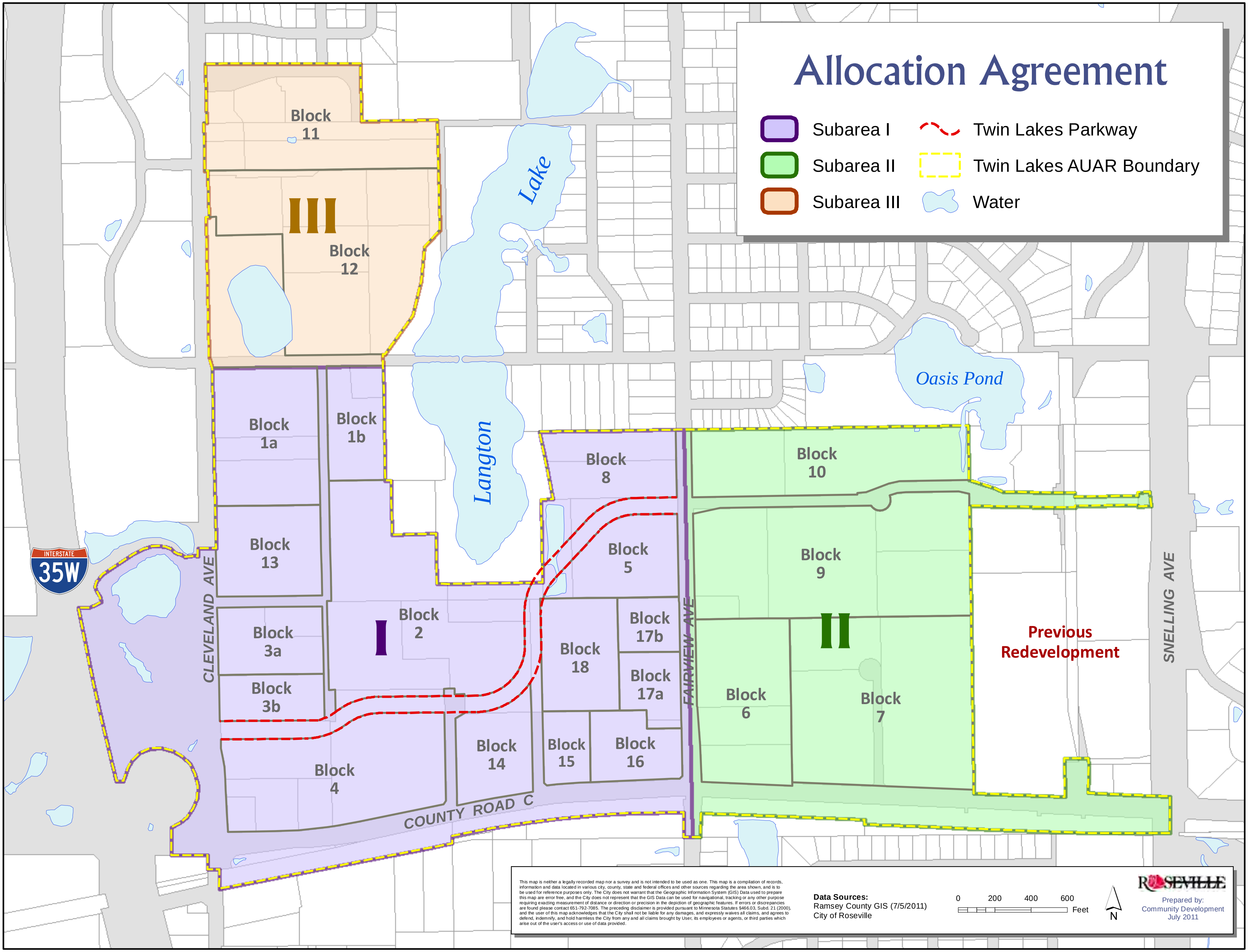
Twin Lakes Infrastructure Improvements

City of Roseville

Figure 2

1/15/2008

Attachment B



Attachment C

Jul-11

2030 Weekday PM Peak Hour - Cost Allocation per Network Trip- COMPARISON BETWEEN 2010 AND 2011

Sub Area	Block	Proposed Land Use	2010 UPDATE SCENARIO C		AVERAGE COST PER NETWORK TRIP BASED ON LAND USE AND LOCATION	2011 UPDATE SCENARIO C		AVERAGE COST PER NETWORK TRIP BASED ON LAND USE AND LOCATION
			Network Trips	Total Cost Allocation		Network Trips	Total Cost Allocation	
I	1a	Commercial - Office	2050	$ 2,850,070	$ 1,390	1995	$ 1,985,979	$ 995
		Residential	136	$ 207,479	$ 1,526	92	$ 105,511	$ 1,147
	1b	Commercial - Office	823	$ 1,154,658	$ 1,403	774	$ 784,301	$ 1,013
	2	Commercial - Office	2114	$ 3,743,377	$ 1,770	1947	$ 2,594,070	$ 1,332
		Residential	80	$ 162,473	$ 2,038	8	$ 10,107	$ 1,263
	3a, 3b	Commercial - Retail	418	$ 635,009	$ 1,519	352	$ 368,432	$ 1,047
		Transit - FUNDS RECEIVED	1052	$ 1,597,921	$ 1,519	1052	$ 1,597,921	$ 1,519
	4	Commercial - Retail	2036	$ 3,655,111	$ 1,796	1803	$ 2,096,455	$ 1,163
		Commercial - Office	321	$ 573,746	$ 1,789	100	$ 110,676	$ 1,107
	5	Commercial - Office	395	$ 844,887	$ 2,139	376	$ 576,069	$ 1,532
	8	Commercial - Office	105	$ 236,338	$ 2,247	3	$ 10,904	$ 3,635
		Residential	63	$ 143,464	$ 2,288	-38	$ (62,714)	$ 1,650
	13	Commercial - Retail	N/A	N/A	N/A	691	$ 645,028	$ 933
	14	Commercial - Retail	N/A	N/A	N/A	246	$ 204,674	$ 832
	15	Commercial - Retail	N/A	N/A	N/A	82	$ 69,826	$ 852
	16	Commercial - Office	N/A	N/A	N/A	422	$ 149,442	$ 354
	17a, 17b	Commercial - Office	N/A	N/A	N/A	89	$ 39,806	$ 447
		Commercial - Office	N/A	N/A	N/A	84	$ 33,976	$ 404
	18	Commercial - Retail	N/A	N/A	N/A	169	$ 144,075	$ 853
II	6	Commercial - Office	77	$ 109,220	$ 1,418	227	$ 156,890	$ 691
	7	Commercial - Office	68	$ 94,413	$ 1,388	230	$ 132,859	$ 578
		Commercial - Retail	1146	$ 1,470,289	$ 1,283	1309	$ 685,950	$ 524
	9	Commercial - Office	642	$ 908,894	$ 1,416	280	$ 215,357	$ 769
	10	Residential	424	$ 702,342	$ 1,656	303	$ 266,430	$ 879
III	11	Residential - ALREADY APPROVED	N/A	N/A	N/A	N/A	N/A	N/A
	12	Commercial - Office	1057	$ 1,192,809	$ 1,128	953	$ 450,290	$ 472
		Residential	205	$ 224,773	$ 1,096	104	$ 41,131	$ 395
N/A	N/A	Year 2030 Background Traffic	18,520	$ 4,958,341	$ 268	36,013	$ 12,973,857	$ 360
N/A	N/A	Northwestern College	408	$ 191,469	$ 469	408	$ 75,489	$ 185
		Total	32140	$ 24,059,162	$ 749	49022	$ 24,864,869	$ 507

Figure 21

ROSEVILLE

REQUEST FOR CITY COUNCIL DISCUSSION

DATE: **09/12/2011**
ITEM NO: 13.b

Department Approval | City Manager Approval

Item Description: Review and discussion on an ordinance to create the Twin Lakes Overlay District **(PROJ0003).**

1.0 BACKGROUND

1.1 For the past couple of months, the City Attorney and Planning Division staff has worked on the creation of the Twin Lakes Overlay District. The proposed ordinance would cover all of the Twin Lakes Redevelopment Area (See Attachment A). The purpose of the ordinance is to assist the City in implementing the Twin Lakes AUAR. The AUAR (Alternative Urban Area-Wide Review) is an environmental review document provided for in Minnesota State Statutes that studies the impact of development on numerous matters, including traffic, pollution, water quality, soils, wildlife, and the natural eco-system. Currently, the City does not have any effective mechanism to require a development within Twin Lakes to adhere to the findings in the Twin Lakes AUAR.

1.2 The proposed Twin Lakes Overlay District (TLOD) will create a framework and a direct link with the redevelopment in Twin Lakes. As stated in the intent and purpose clause of the ordinance: “The City of Roseville has determined that it is necessary, for the purpose of promoting the public health, safety, morals, and general welfare of the City to redevelop the area within the City known as the Twin Lakes Redevelopment Area.”. The statement continues: “While the City desires to promote the redevelopment of the Twin Lakes Redevelopment, it does not have the financial resources necessary to construct the infrastructure and perform the environmental remediation required under the AUAR. For that reason the City has determined that development limitations need to be placed upon property within Twin Lakes Overlay District...”.

1.3 In regards to the installation of infrastructure, the proposed ordinance (see Attachment B) establishes development limitations based on the network trips generated from a proposed use. The ordinance identifies a baseline number of network trips for each property based on the land use in existence in 2006.

1.4 If a parcel of land exceeds the amount of network trips that is identified in Section 1022.03(E), the property will be limited in developing unless they enter into a voluntary development agreement or find some other alternative method with the City regarding the construction and payment of the infrastructure needs identified in the Twin Lakes AUAR. Absent those solutions, the property owner will need to postpone development until all of the roadway improvements have been completed and paid for.

1.5 The proposed ordinance also requires that the property owner adhere to other mitigation efforts identified in the Twin Lakes AUAR as part of any other redevelopment within Twin Lakes.

1.6 On August 3, 2011, the Roseville Planning Commission reviewed, discussed, and ultimately continued action on the Twin Lakes Overlay District (TLOD) so that the City Attorney and Staff could make specific changes/modifications to the proposal and provide clarification on a few topics. Since the Planning Commission's meeting, the City Attorney and staff have met on several occasions and discussed the proposal to make applicable and appropriate changes/corrections as suggested/recommended by the Planning Commission.

1.7 The Planning Division will provide the City Council on an update of the Planning Commission review and recommendation on September 12, 2011.

2.0 SUGGESTED ACTION

No specific action is needed, however the City Attorney and Planning Division are interested in hearing Council feedback and direction regarding the proposed Twin Lakes Overlay District Ordinance.

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

Attachments: A: August 3, 2011, PC Minutes
B: Allocation Agreement Map
C: Draft Twin Lakes Overlay District Zoning Ordinance

Attachment A

Planning Commission Regular Meeting
City Council Chambers, 2660 Civic Center Drive
Minutes - Wednesday, August 03, 2011

1. Call to Order

Chair Daniel Boerigter called to order the regular meeting of the Planning Commission meeting at approximately 6:30 p.m. and reviewed the role and purpose of the Planning Commission.

2. Roll Call & Introductions

City Planner Thomas Paschke called the Roll.

Members Present: Chair Daniel Boerigter; and Members Joe Wozniak; Peter Strohmeier; John Gisselquist; Michael Boguszewski; Glenn Cook; and Joe Wozniak

Members Excused: Member Jeff Lester

Staff Present: City Planner Thomas Paschke; Associate Planner Bryan Lloyd

Others Present: City Attorney Charlie Bartholdi

3. Review of Minutes

MOTION

Member Boerigter moved, seconded by Member Cook to approve regular meeting minutes of July 6, 2011 as amended.

<u>**Corrections**</u>

- Page 1, include Member Lester as present at the meeting (Recording Secretary)
- Page 9, 489-492 (Strohmeier): attribute comments to Member Lester rather than Member Strohmeier

Ayes: 6
Nays: 0
Motion carried.

4. Communications and Recognitions:

a. From the Public (Public Comment on items <u>not</u> on the agenda)

None.

b. From the Commission or Staff

None.

5. Public Hearings

Chair Boerigter reviewed the purpose and process for public hearings held before the Planning Commission.

a. <u>PLANNING FILE 11-020</u>

Request by Meritex Enterprises, Inc. for approval of a PRELIMINARY PLAT of Outlot A created in the recently-approved Highcrest Park Addition plat

Chair Boerigter opened the Public Hearing at 6:35 p.m.

Associate Planner Bryan Lloyd summarized the request of Meritex Enterprises to plat the portion of Outlot A at 2285 Walnut Street, lying immediately north of the triangle platted under the Highcrest Park Addition plat, leaving the remainder of the parcel as an outlot until future development plans necessitate platting more of the property; as detailed in the Request for Planning Commission Action dated August 3, 2011.

Mr. Lloyd advised that the request had been prompted by plans to develop a 120,000 square foot FedEx office/warehouse facility in the southern portion of the existing Outlot A, created by the first Highcrest Park Addition plat approved by the City Council on July 11, 2011. Mr. Lloyd noted that the nature of an "outlot" is such that it may not be developed until it is re-platted, and as in this case proposed for development when future development scenarios are solidified enough to determine where lot lines will be most appropriate. Mr. Lloyd noted that, to-date, a large pile of rubble, the subject of a recent interim use approval, remained on the northern portion of the proposed outlot.

Staff recommended approval of the proposed PRELIMINARY PLAT, pursuant to Title 11 (Subdivisions) of City Code, as detailed in the staff report dated August 3, 2011; and conditions of Section 7.

Applicant representatives were present, but had no comment.

Chair Boerigter closed the Public Hearing at 6:40 p.m.; with no one appearing for or against.

Member Wozniak sought clarification on another FedEx proposal earlier in the year for an expansion off Terminal Road.

Mr. Lloyd confirmed that there had been an earlier land use case for expansion of a FedEx facility on Terminal Road west of this project site; however, he noted that this land use was for more ground-oriented, smaller trucks, while the other use is related to air freight and involved larger semi-trailers.

MOTION
Member Boguszewski moved, seconded by Member Wozniak seconded, to RECOMMEND TO THE CITY COUNCIL approval of the proposed PRELIMINARY PLAT at 2285 Walnut Street; based on the comments and findings of Section 4-6 and the conditions of Section 7, as detailed in the August 3, 2011 Request for Planning Commission Action.

Ayes: 6
Nays: 0
Motion carried.

Chair Boerigter noted the anticipated City Council action on this item scheduled for August 22, 2011.

b. **<u>PROJECT FILE 0003</u>**
Request by City Staff for approval of an ordinance creating Chapter 1022 establishing a zoning overlay district for the Twin Lakes Redevelopment Area that will govern development to ensure adequate infrastructure is constructed and appropriate environmental efforts will be undertaken consistent with the Twin Lakes Alternative Urban Area-wide Review (AUAR) and the Twin Lakes Roadway Cost Allocation Study
Chair Boerigter opened the Public Hearing at 6:42 p.m.

City Planner Thomas Paschke introduced City Attorney Charles Bartholdi, who provided a review of the proposed ordinance.

City Attorney Bartholdi provided a background of the proposed ordinance and the Twin Lakes Redevelopment Area, with deterioration of the area in part due to deregulation in the 1950's and consolidation of many businesses in the Twin Lakes area, or their subsequent demise. Mr. Bartholdi advised that, due to this continual degradation of the area, the City Council in 1988 designated a Twin Lakes Redevelopment Area to address its ongoing deterioration.

City Attorney Bartholdi reviewed subsequent creation of an Alternative Urban Area-Wide Review (AUAR), adopted by the City Council in 2007, and its purpose as an environmental review document provided for in Minnesota State Statute to study impacts of development on numerous matters, including traffic, pollution, water quality, soils, wildlife and the natural ecosystem. Mr. Bartholdi advised that the AUAR provided mitigation plans by setting forth specific improvements and regulations to prevent adverse impacts, and in 2008, the City Council adopted the final AUAR report, an allocation study, for the purpose of establishing a cost for anticipated infrastructure costs deemed necessary by the AUAR and allocating costs equitably among parcels as development occurs, while allowing for updating those costs annually based on actual improvements necessary to support that development, and as updated traffic network trips are provided by those development projects.

City Attorney Bartholdi briefly summarized the proposed ordinance (Attachment B), creating the Twin Lakes Overlay District that would cover all of the Twin Lakes Redevelopment Area (Attachment A); and the purpose of the ordinance to assist the City in implementing the Twin Lakes Alternative Urban Area-Wide Review (AUAR); as detailed in the Request for Planning Commission Action dated August 3, 2011

Mr. Bartholdi briefly reviewed case law (City of Minnetrista, MN) in developing similar overlay districts as proposed in this ordinance that would provide an effective mechanism to require development within the Twin Lakes Redevelopment Area to adhere to the findings of the AUAR.

At this point, City Attorney Bartholdi reviewed the purpose of an overlay district, as detailed in the proposed ordinance, for creating this framework and a direct link for redevelopment in the Twin Lakes area; while also allowing the City to promote redevelopment while limiting development until adequate infrastructure is constructed and/or other impacts mitigated; and the costs shared equitably by property owners. Mr. Bartholdi advised that such a mechanism allowed developers to proceed now rather than waiting for the City to have funds to complete necessary infrastructure.

City Attorney Bartholdi reviewed calculation for baseline numbers of network trips for each property based on 2006 land use in existence; and how those allocations will be revised as development and actual land use occurs, as detailed in the staff report dated August 3, 2011, as well as the proposed ordinance attached to that report. Mr. Bartholdi reviewed triggers for revised allocations; options available to developers, including entering into a voluntary development agreement or other arrangements deemed satisfactory to the City to pay for roadway infrastructure improvements or other mitigation; and updated traffic studies that would be required as each new developer moved forward for comparison purposes with the original allocation study, with allocation costs then determined based on actual development use and projected traffic network trips.

<u>Commissioner Questions/Comments</u>

Chair Boerigter pointed out a typographical error on Page 4, line 94 (extra period). Chair Boerigter questioned who paid the extra cost for redevelopment, with City Attorney Bartholdi advising that each property owner would pay their specific allocation for infrastructure costs, based on the established formula as periodically updated as outlined.

Chair Boerigter questioned the “Allocation Agreement” map, Block 5, and at which point Twin Lakes Parkway would be constructed and how it would be funded, if no other property owners developed along that corridor. Chair Boerigter opined that waiting to complete the infrastructure seemed impractical; and questioned whether the last parcel to develop wouldn’t be hit with the majority of costs. On Parcel 5, Chair Boerigter questioned if a developer couldn’t just pay for the portion of Twin Lakes Parkway adjacent to their property and end the Parkway at that point.

City Attorney Bartholdi advised that it was anticipated that completion of the infrastructure, such as Twin Lakes Parkway, would not be completed until the last parcel was developed in that area.

City Attorney Bartholdi advised that may be one situation; however, he noted there were other means available to the City for paying for infrastructure costs (e.g. tax increment financing, grant funds); and noted the amount of such funds used to-date to reduce the total estimated infrastructure costs of $24 million and costs of approximately $14 million paid by the City to-date using that type of funding mechanism. Mr. Bartholdi noted that this included items allocated as part of the base network trip calculations, as well as traffic generated from sources outside the Twin Lakes Redevelopment Area. Mr. Bartholdi noted that Twin Lakes Parkway infrastructure could be phased or completed in segments.

Chair Boerigter questioned if the City would need to upfront infrastructure monies for invoicing to and reimbursement by developers at a later date.

City Attorney Bartholdi advised that the City anticipated that no infrastructure work would be done until payment had been received.

Chair Boerigter questioned the proposed formula for developers and any direct correlation for infrastructure needs depending on their particular development; however, he questioned how that related to their specific use and daily network trips for parcels abutting Parcel 5. Chair Boerigter questioned if network trips may not actually correlate to the road adjacent to the parcel or infrastructure needs specific to that parcel,

City Attorney Bartholdi advised that developers would pay based on their network trips; and if the lot developed, they would pay more based on updated traffic studies for those network trips. Mr. Bartholdi clarified that any development would impact other improvements in that area.

Chair Boerigter sought clarification on those parcels developing initially, and the formula for allocating costs based on network trips at that time, and if at a later date it was determined that Twin Lakes Parkway needed expanding, whether the City would then be required to complete the Parkway at its expense.

City Attorney Bartholdi advised that each development project would be reviewed individually; and that the only remaining roadway infrastructure to complete was the extension of Twin Lakes Parkway, with the other road improvements consisting of turn lanes or traffic control measures (e.g. signals) throughout the area. Mr. Bartholdi noted that the only amount of impact in a particular area would be where improvements would be built to facilitate development; with the options for the City to deny the application at that time, or approve it and stage improvements until another developer came in.

Under the Block 18 scenario, Chair Boerigter questioned if the City could accept money from the original developer or if it had to wait until other parcels developed.

City Attorney Bartholdi advised that this could happen; however, it was not anticipated and it was hoped that infrastructure improvements could be staged as developers came in for their benefit as well as that of the City's transportation system.

At the request of Chair Boerigter, City Attorney Bartholdi advised that the allocation formula for network trips were calculated by the City's Engineering Department based on the Alternative Urban Area-Wide Review's (AUAR's) identification of anticipated development based on land use in the area as guided by the City's Comprehensive Plan.

Chair Boerigter noted that the Planning Commission had just completed its recommendation to the City Council on the Regulating Plan and Map for the Twin Lakes Redevelopment Area, and asked if that had been taken into consideration when this allocation formula was developed.

City Attorney Bartholdi clarified that the Regulating Map didn't have that much impact on this ordinance, other than establishing setbacks and other design standards; and advised that the AUAR allotment calculations did not change during that process. Mr. Bartholdi clarified that the City Code handles uses as development comes in; and that each updated traffic study for those specific developments would identify the particular parcel and the number of network trips generated.

Chair Boerigter clarified that it was taken into consideration, but no change was indicated.

City Planner Thomas Paschke further clarified that the Regulating Plan was not a use-based document, but simply applied design standards for form-based zoning and for the placement of buildings within particular zoning districts.

Chair Boerigter opined that the base number was important since it set how much a developer had to pay; but clarified, based on his understanding, that when a developer came forward in the future, an updated traffic study would be required based on their development plan, and questioned how and when the base line numbers would then be reformulated.

City Attorney Bartholdi advised that the base line formula outlined in the proposed ordinance was based on the infrastructure in place when the AUAR was completed in 2007; based on what could have been developed at that time given the existing infrastructure.

Member Wozniak asked if those base line numbers in the ordinance were based on 2006 land uses; to which City Planner Paschke responded affirmatively. Member Wozniak questioned if, with new zoning in place, that land use was different now; and whether that would affect base line numbers.

City Planner Paschke noted the distinction between how the land was guided versus how it was currently operating; with the AUAR predicated on the land use at that point and how it functioned, with that being different than how the land use is guided for Community Mixed Use Zoning. Mr. Paschke advised that base line numbers would not be impacted.

As Chair Boerigter noted that the AUAR was created in 2008, City Attorney Bartholdi noted that the numbers for the AUAR were generated in 2006 and 2007, and finalized in 2008, all based on the development in place at that time, and how traffic volumes would fill up the system at that time.

Member Boguszewski, as an example, noted that Parcel 1.a (Block 1.a) had base line network trips currently set at 98, while the adjacent Block 13 was set at 691 trips; and questioned the rationale for such a significant difference between the two when they were adjacent blocks.

City Attorney Bartholdi advised that base line network trips were based on land use and the total square footage that could be built in that land use area; as well as network trips that would originate from that lot and where they would evolve throughout the system; and ultimately formulated on how many improvements that trip would travel through in that improvement area, equaling the network trip calculation. Mr. Bartholdi noted that the location of particular parcels in the overall system was included as part of that calculation; and suggested that the City's Engineering Department could better address the calculations and rationale.

In recognizing the appeal process included as part of the proposed ordinance, Member Boguszewski questioned if, based on his experience, the City Attorney anticipated a significant number of appeals; and if so, whether it should be more productively dealt with upfront to allow adjustments versus the Planning Commission recommending to the City Council the ordinance as currently drafted, and letting the chips fall where they may.

City Attorney Bartholdi advised that some disagreement was anticipated and expected; however, he noted that this was generated from various studies and reviews, the AUAR, and what improvements were required, and based on modeling and Institute of Engineering Manual standards. Mr. Bartholdi opined that the mechanism recommended was good; however he recognized that the studies were based on assumptions, they would serve as good starting point and base mechanism as developers come forward, with adjustments made as updated traffic studies were done with each development for comparison with the original assumptions. Mr. Bartholdi advised that where the updated traffic studies for specific development projects deviated from the original study, a corresponding adjustment in allocation cost would be made.

Member Boguszewski sought clarification on the 180 day window starting upon approval and whether owners needed to deal with that now.

With City Attorney Bartholdi's concurrence, Chair Boerigter advised that the process would not adjust the base line numbers detailed in the proposed ordinance. City Attorney Bartholdi clarified that base line numbers in the ordinance were determined by assumed total network trips for each development, not base network trips when the development came forward.

Chair Boerigter reviewed Section F (Appeal of Network Trips) and the process set forth; with City Attorney Bartholdi clarifying that network trips as defined in the ordinance were intended to be based on the total network trips at this time; but could also be applied to base network trips. Mr. Bartholdi advised that the calculations were based on two things: base network trips and allocations in the study, to determine assumed total network costs after development.

Member Boerigter sought clarification, and City Attorney Bartholdi confirmed that the network trips detailed in the table in Section E (Allocation of Network Trips) were the current base line trip assumptions. Mr. Bartholdi advised that an updated allocation study would be completed annually with allocation costs adjusted based on development of the parcel.

Chair Boerigter reviewed requirements for a voluntary development agreement, or other arrangements satisfactory to the City (Chapter 1022.07, Section D) and the criteria or standards staff would apply to determine whether a development agreement was warranted, and when the developer met other satisfactory arrangements.

City Attorney Bartholdi revised the purpose of the development agreement to address items typically done within such an agreement; noting that a development agreement can only be required by the City when a subdivision or tax increment financing (TIF) is used. While there were many other occasions when a development agreement could not be mandated as necessary, Mr. Bartholdi advised that a voluntary development agreement would be prudent and address those items typically included in agreements, in addition to allocation costs attributable to the specific parcel(s) being developed. For the developer to make other arrangements satisfactory to the City to assure requirements of the ordinance were carried out, City Attorney Bartholdi suggested several examples: the developer built the roadway themselves or installation of a sidewalk on their private property; however, he clarified that whether through a development agreement or other arrangements, they would need approval by staff prior to issuance of a building permit for a development.

Chair Boerigter sought clarification on how a developer would be assured of fair treatment for their development in an objective, rather than subjective way, without standard criteria in place, based on the Regulating Map and ordinances, or approval by staff of a development agreement or “other satisfactory arrangements” before they approved issuance of a building permit.

City Planner Paschke noted that, at this adequate infrastructure was not in place; and those mitigations would be needed as outlined in the AUAR; however, he advised that each development would not be mitigated to the same magnitude, depending on their location, the studies, environmental contamination and other parcel-specific issues. Mr. Paschke advised that, without a development agreement in place, there was currently no mechanism in place to ensure development adhered to the mitigation requirements outlined in the AUAR. Mr. Paschke noted that this was addressed in the proposed ordinance’s initial purpose statement (Chapter 1022.01: Intent and Purpose).

City Attorney Bartholdi reviewed the purpose of a development agreement to review and update allocation costs for the benefit of the developer and City; and to address other mitigation items designated in the AUAR, most of which were listed in Chapter 1022.04 of the proposed ordinance.

Chair Boerigter sought further clarification on the language of the ordinance stating that the development had to meet all of those AUAR mitigation items and how that requirement compared to the purpose of the development agreement, and whether the standard of the City was to say all had been met, or if the City could impose additional obligations for the developer based on political bias with a particular development.

City Attorney Bartholdi clarified that the City could only enforce what was in their ordinances and codes; and a development agreement would accommodate a developer in developing their property now, even though current infrastructure was inadequate. Mr. Bartholdi noted that without a development agreement, if infrastructure was deemed inadequate, the City could deny the project. However, if the developer met AUAR mitigations as outlined, and complied with all ordinances in place, Mr. Bartholdi advised that the City would have no other choice than to approve the development. At the request of Member Wozniak, Mr. Bartholdi confirmed that the purpose of the development agreement was to outline AUAR mitigation required; and that the agreement did not give the City an "out," but provided the developer the "ability" to do their project in a more time-sensitive manner.

Related to the language of Chapter 1022.07, Section E, Member Boguszewski opined that the wording implied that the City Council had the ability to deny a development project, even if the developer had met all obvious requirements.

City Attorney Bartholdi reiterated that, if all prior provisions and requirements were met, the City had no other recourse than to approve the project.

Member Wozniak questioned if findings for denial would be required based on this ordinance.

City Attorney Bartholdi advised that, if the developer was found to not be in compliance with one or more of its provisions or conditions, findings specifying that noncompliance would be required as part of the City's action for denial.

Since, if passed, the whole premise of the ordinance was to implement the AUAR, Member Strohmeier questioned if the ordinance would essentially serve as the only environmental review required of the developer, or if it precluded the City from requiring an Environmental Assessment Statement (EAS) for individual land use decisions going forward.

City Attorney Bartholdi clarified that this would address environmental remediation required in City rights-of-way; but that other remediation was promulgated by Minnesota Pollution Control Agency (MPCA) rules.

Member Strohmeier expressed concern that the ordinance may confuse the development framework and cost allocations; and questioned if assigning cost allocations was a common occurrence addressed by ordinance.

City Attorney Bartholdi advised that other cities have used similar methods to set up allocation costs: the Cities of Rochester and Minnetonka, MN.

Member Boguszewski questioned whether the City of Roseville wanted to emulate those cities for its development efforts.

Member Strohmeier suggested it may be worth exploring the City's creation of incentives to encourage additional green space, forest preservation efforts, clean-up of heavily contaminated soils and other positive things, by offering a reduction in allocation costs or offering extra financial assistance if they made those efforts.

Member Boguszewski sought clarification if Member Strohmeier's intent was to provide a break or alteration of the allocation formula for developers who made those efforts, above and beyond AUAR enforcement and mitigation requirements.

Member Strohmeier responded affirmatively as to his intent; suggesting a cooperative effort by the City and developer(s) to explore incentives to address environmental issues that would prove beneficial to the overall community.

Member Strohmeier questioned to what extent the 2000 Twin Lakes Master Plan figured into this ordinance.

City Attorney Bartholdi advised that, it was his understanding that the AUAR mitigation plan incorporated provisions of the Master Plan.

Member Boguszewski expressed his confusion between the AUAR and the cost allocation; and whether not having the ordinance in place allowed developers more freedom to develop their parcels without an enforcement mechanism, allowing other agencies of government bodies that enforcement; whether this created another enforcement hoop above and beyond those required by those other agencies; and if not having such a mechanism in place put the City at a higher liability risk.

City Attorney Bartholdi noted that both the AUAR and allocation study had been adopted by the City Council; however, there was no enforcement mechanism in place to enforce the provisions outlined in the AUAR or allocation study unless such provisions happened to be incorporated in another existing City ordinance. Mr. Bartholdi advised that this was the next step in the process to put those provisions into an ordinance that could be enforced.

Member Boguszewski asked if it was fair to say that the passage of such an ordinance was a necessary step; and the only considerations should be the actual wording context, latitude and structure of the ordinance.

City Attorney concurred that an ordinance needed to be adopted; and while there may be language revisions, this was the next step following the City Council's adoption of the AUAR and allocation study; presuming that both of those documents are positive points that the City wanted to implement, requiring this mechanism to do so.

Member Boguszewski advised that he was not challenging that necessity; however, he opined that it the ordinance attempted to weaken the AUAR mandates, it would be wrong and advised that he now understood the intent of this step. Member Boguszewski advised that his overall concern was to ensure that the ordinance and/or related documents or agreements, not further detract or hinder developers from the Twin Lakes Redevelopment Area to retain as much interest as possible to accomplish good for the entire community.

Member Wozniak clarified for his understanding that developers would be required to pay for infrastructure improvements regardless; and that this ordinance with base line trips and updated studies would determine if they paid more or less, depending on how those trips compared.

City Attorney Bartholdi concurred; clarifying that if the property owner developed their property at equal to or below the base line trips, there would be no infrastructure payment beyond that in place in 2006.

With City Planner Paschke's concurrence, Chair Boerigter clarified that City Attorney Bartholdi's comment was specific to infrastructure, not remediation costs. Chair Boerigter opined that it would be difficult to determine who paid and how much they paid for infrastructure costs or how to assess costs across all parcels, without such an ordinance in place.
Member Boguszewski reiterated his concern with the apparent disparity he addressed earlier in this discussion; opining that the allowable network trips seemed at odds with some of the adjacent parcels.

City Planner Paschke clarified that those base line trips were based on 2006 figures when the allocation study was developed.

Member Boguszewski advised that this was causing his concern that the base line was established on 2006 land use, but then could be applied to future uses that may or may not be related to that particular use. Member Boguszewski opined that, if he was one of the parcel owners with lower allowable trips, he would feel that the system was arbitrary.

Public Comment

Terry Foster, Parcel 5

Mr. Foster advised that he was putting together a pending development proposal on this parcel for phased construction, and that the owner was deceased. Mr. Foster expressed his appreciation to City staff for their cooperation to-date in development this proposal.

Mr. Foster advised that his question revolved around environmental issues addressed in Chapter 1022.04, Section3, Subs. B and c, of the proposed ordinance for environmental issues and the MPCA's site assessment for completion by the property owner that he had completed. Mr. Foster sought clarification in line 251 related to trichloroethylene (TCE) concentrations exceeding the Health Risk Limit (HRL) and their possible presence in the glacial aquifer, and in line 255 related to Diesel Range Organics (DRO) in the glacial aquifer; and how sources for TCE and/or DRO were identified in AUAR area; whether applicable parcels had been done already or whether individual property owners were responsible to identify them. Mr. Foster expressed his confusion in identifying contamination performed throughout the overlay district and those specific to individual parcels. Mr. Foster questioned how to proceed logically and reasonably to identify potential pollutants and their potential sources; and whether this was the appropriate body to seek that information from or sought direction to the appropriate body for that information or the process to follow.

With City Attorney Bartholdi's concurrence, Mr. Paschke opined that, to his knowledge, no identification of contaminants had been done to-date on individual sites. Mr. Bartholdi advised that it was the responsibility of the property owner to find out and comply with MPCA requirements.

Mr. Foster opined that the proposed ordinance, and those sections he previously referenced, appeared to make a determination that TCE and DRO were already present throughout the area.

City Attorney Bartholdi advised that the AURA had used similar language; but deferred to the City's Engineering Department for further clarification.

Member Wozniak noted that the City had applied for and received grant funds to address contamination in the Twin Lakes Redevelopment Area.

City Planner Paschke clarified that those funds were not for the entire area, and not specific to determine the source of contaminants, as those types of environmental review and approval were addressed by the MPCA; noting that that was the purpose of specify those two (2) particular potential contaminants in ordinance language, for the purpose of actually determining the source.

Member Wozniak suggested that the MPCA seemed the logical agency at which to begin asking questions.

City Planner Paschke noted that, if redevelopment was to occur on any site, it needed to go through en environmental review on site.

Member Wozniak questioned if Mr. Paschke was suggesting that Mr. Foster needed to start the process over.

City Planner Paschke noted that the entire Twin Lakes Redevelopment Area had already been subject to a Phase I Environmental Review; and that based on that initial review potential contaminants had been identified or strongly suggested; however, individual parcel environmental review would further define the source of those contaminants and how to mitigate it.

Member Wozniak asked Mr. Paschke to provide a review of available and/or historical environmental data in the Twin Lakes Redevelopment Area to-date.

City Planner Paschke advised that some review and sampling had been completed with Phases I and II in the area, with environmental contamination in evidence. While some of that initial information was available, Mr. Paschke advised that further information would be necessary to achieve the goals and objectives of the MPCA and successfully clean up all sites in the Twin Lakes Redevelopment Area.

Chair Boerigter summarized the purpose of including the two (2) provisions in the ordinance as referenced by Mr. Foster was to reiterate that, according to the AUAR and testing performed to-date, both TCE and DRO had been determined to be found in the Twin Lakes Redevelopment Area; and developers needed to take that into consideration as part of any development proposal in order to determine if their particular site was one of the sources of those contaminants and how best to mitigate them.

Mr. Foster concurred with what the City was attempting to accomplish in the ordinance language, but his understanding of the current proposed ordinance language was that it was the responsible of each site to identify the source and its magnitude and extent throughout the entire area.

Chair Boerigter concurred with Mr. Foster's perception of the proposed language and potential interpretation as stated by Mr. Foster.

Mr. Foster asked that the language be more specific in the area under direct responsibility by a property owner or developer, whether throughout the entire Twin Lakes overlay district or only his own parcel(s). Mr. Foster asked the City Attorney to address the developer site itself.

City Attorney Bartholdi noted that the AUAR language of things needing done throughout the entire site needed to be clarified and more site-specific; and as requested by Chair Boerigter, who was the responsible party and performance timing.

Sue Steinwall, Attorney with Frederickson & Byron

Ms. Steinwall stated that her comments were similar to those of Mr. Foster. As an attorney with twenty (20) years of experience with environmental issues, Ms. Steinwall sought clarification on the intent of the ordinance to freeze the AUAR done in 2007; or if the goal of the City was to make sure the AUAR was implemented, she suggested that the City consider periodically updating the AUAR for implementation of those updates.

At the request of Member Boguszewski, Ms. Steinwall specified that she was not a Roseville resident, but representing a client considering property purchase in the Twin Lakes Redevelopment Area.

Ms. Steinwall made specific reference to the 2004 groundwater study and specific directions that property owners seek to implement recommendations from that study; and her understanding that groundwater conditions change and contaminants breakdown or move. In her previous work with the MPCA, Ms. Steinwall advised that her firm was required to update environmental information, opining that the snapshot from testing of groundwater frequently changed. Ms. Steinwall questioned requiring property owners to implement recommendations from testing done some time ago.

Ms. Steinwall further referenced the glacial aquifer study, opining that this was fairly unusual, and while she was not a scientist of engineer, references to the glacial aquifer would be deeper, and most Phase II tests involve shallow water, usually providing a good idea of the types of contamination in the soil. Prior to attending tonight's meeting, Ms. Steinwall advised that she had questioned an environmental consultant regarding the references to glacial aquifer testing, who opined that requiring glacial aquifer testing would be an enormous undertaking and would go far beyond the confines of the Twin Lakes Redevelopment Area, and would essentially involved reviewing drinking water in a vast area.

Related to overall environmental requirements of the proposed ordinance, and requirements that a developer prepare and implement action plans to be approved by the City Council, Ms. Steinwall suggested that some standards be applied. Ms. Steinwall advised that the general routine, based on her experience, was preparation of a Development Response Action Plan (DERAP) approved by the MCPA according to their standards; with the City then receiving a letter of approval from the MPCA. Ms. Steinwall questioned if the proposed ordinance language was implying that City standards would exceed those of the MPCA, and how a developer could predict those standards. Ms. Steinwall suggested Chapter 1022.04, Section B.1 (line 231) be revised to state that property owners/developers be required to provide a letter from the MPCA stating their approval of the developer's work plan.

Ms. Steinwall noted earlier discussions about the extent of the contamination and when specific components would kick in if representing someone doing infrastructure or roadway improvements. Beginning with line 235 of Chapter 1022.04, Section B.2, Ms. Steinwall opined that it appears to apply to buildings on a lot, not roadways, suggesting that it be further clarified.

Steve Schwanke, with RLK

Mr. Schwanke stated that he had worked extensively with Ms. Steinwall and concurred with her comments. As a consultant working with property owners and potential developers in the Twin Lakes Redevelopment Area for a number of years, Mr. Schwanke suggested further review of the proposed definition of "network trips." With all due respect, Mr. Schwanke advised that, in his long-term professional experience, he had not seen that definition before, and questioned if it actually addressed the type of trips the City wanted to monitor; and suggested that City staff ask its traffic engineers for a more precise definition.

With Mr. Schwanke's concurrence, Member Boguszewski clarified that he was referring to Chapter 1022.02 (Definitions – line 64).

Mr. Schwanke opined that, if he charged a member of his transportation staff to perform such a study as proscribed, he wouldn't be sure of what the City's intent was, whether interior trips, exterior trips or other variables. Ms. Schwanke recognized that the City had consulted with several very good traffic engineers on this to-date, but further opined that this definition was too broad and generic as currently stated; and suggested that the traffic consultants could provide a much more clear definition of the types of trip information being sought.

Mr. Schwanke advised that these types of ordinances provide for traffic demand management systems or methods, and ways to reduce traffic; however, he noted that he didn't see that referenced in the proposed ordinance language. Mr. Schwanke noted that the Cities of St. Paul and Minneapolis had ordinances that could be referenced for model language, and included provisions for credits as applicable, that may have been anticipated originally in the AUAR.

With the concurrence of Mr. Schwanke, Member Boguszewski referenced Chapter 1022.04, Sections C and D (lines 275 and 281), encouraging such credits.

Tony Dorso, Owner of 10.29 acres at Cleveland Avenue and County Road C-2 (Block 1.a on the Allocation Agreement map)

Mr. Dorso thanked the Planning Commission for their diligence in this Twin Lakes matter; and opined that the Planning Commission was being asked to clean up a Plan that was not originally properly executed. With the understanding that developer fees were a normal undertaking, Mr. Dorso suggested that, in going back several years, a decision had been made to charge for improvements based on developer fees for utility connections, not for design and construction of streets throughout the entire Twin Lakes Redevelopment Area.

In testimony at previous meetings, Mr. Dorso noted his reference for the Commission of staff's statement that he would be assessed a developer fee of $2.5 million. Mr. Dorso noted that, in today's market that would be the approximate value of the entire 10 plus acre parcel. Mr. Dorso opined that the process to-date had not been done correctly; further opining that the Commission was being asked to recommend for approval enforcement of an earlier decision to not do this on a normal assessment basis. Mr. Dorso noted law requiring that a property owner could not be assessed more than the improvements would add value to and benefit the property. Mr. Dorso alluded to the references of a similar attempt by the City of Rochester, MN by City Attorney Bartholdi, and subsequent litigation and loss of the case by the City. While understanding that there would always be some disagreement, Mr. Dorso opined that if the City was to enact this ordinance and use this approach, they would ensure that litigation would follow.

With concurrence by City Attorney Bartholdi, Member Boguszewski clarified City Attorney Bartholdi's previous statement that of the total original amount of money required for infrastructure completion in the Twin Lakes Redevelopment Area, the gap between that and what the City was paying was approximately $10 million. Member Boguszewski noted that this $10 million would be allocated among all parcel owners; and that would significantly alter Mr. Dorso's $2.5 million estimation, opining that the situation must have changed since those original projections by staff.

City Attorney Bartholdi advised that the reason for the reduction was that the City was picking up the base amount and traffic from outside sources; and that initial quotes several years ago from staff to property owners included the cost of everything.

With City Attorney Bartholdi's concurrence, and qualification that it would be limited to the amount of development, Member Boguszewski noted that if the allocation was done at this time equally for every development proposal and estimating all of their network trips under or at the allocated amount, the City would receive no money toward that $10 million gap.

At the request of Member Wozniak, City Planner Paschke reiterated that infrastructure impacts were anticipated and addressed as part of the AUAR, and this ordinance was to address those allocation costs through an enforcement mechanism.

Mark Rancone, Roseville Properties (Parcel 4 on Allocation Agreement map)
Mr. Rancone referenced Mr. Dorso's statement about the projected $25 million in developer costs; noting that Parcel 4 would have been charged with approximately $4 million for contemplated improvements. Mr. Rancone sought to clarify that that original price tag had now been reduced to approximately $10 million for the total infrastructure package that would include completion of Twin Lakes Parkway and other infrastructure improvements up to Snelling Avenue.

City Attorney Bartholdi clarified that the $24 million total cost remained the same, and that only the amount allocated to property owners had been reduced to approximately $10 million.

Mr. Rancone asked how much of the $10 million had been spent to-date on completion of County Road C-2 and Twin Lakes Parkway.

City Attorney Bartholdi and City Planner Paschke advised that the City's Engineering staff would have that information, but that it was not available tonight.

Mr. Rancone advised that his subject property was surrounded by completed infrastructure, and that a potential user had been sitting on the sidelines for over a year, in addition to his attempts to develop that corner property for almost a decade. Mr. Rancone opined that there was always one more hoop to jump through or one more roadblock put into place by the City of Roseville. Mr. Rancone asked rhetorically if the City of Roseville was trying to develop this area or continue to put obstacles in the way of that development. Mr. Rancone opined that the situation had developed in part from past City Council's choosing to make the area a political issue versus what was good for the Roseville public at large.

Mr. Rancone asked that staff be directed to provide accurate figures on what had been spent to-date on completed infrastructure at a future meeting, once those numbers had been reviewed.

Mr. Rancone asked if there was an alternative to a trip charge allocation; or alternative negotiation with staff versus the trip charge allocation.

City Attorney Bartholdi advised that, unless Mr. Rancone was referring to some other arrangement or negotiation, the trip charge would remain in place to fund infrastructure improvements.

Mr. Rancone suggested that it would seem prudent or the City to negotiate those trip charge allocations; and while willing to pay something, he questioned what a fair amount was, further suggesting an alternative to the trip charge. If no alternative was possible, Mr. Rancone suggested that Chapter 1022.07, Section D (lines 323 – 238) be rewritten accordingly to remove language indicating such possible negotiations.

City Attorney Bartholdi advised Mr. Rancone that certain developments and/or the amount of development may indicate reduced trips.

Member Boguszewski questioned what other municipalities had used for their methodology, if something other than trip allocations.

Chair Boerigter opined that the allocation needed to be based on net trips and alternatives for construction of the roadway; and further opined that the allocation not be open to negotiation or unique negotiations; and opined that a consistent method was needed across the board.

Member Boguszewski concurred with Chair Boerigter; however, he questioned whether other methodologies should be considered.

City Planner Paschke advised that other methods were analyzed, but this appeared to be the best recommendation for use by the City of Roseville.

City Attorney Bartholdi noted that this method considered the number of peak afternoon trips; with a network trip determined as the number of improvements that trip traveled through; with those peak network trips confined to one trip versus 3-5 trips.

Chair Boerigter noted that statement referred back to the suggestion made by Mr. Schwanke for revising the definition of network trips.

Mr. Rancone suggested that the language address infrastructure completed to-date or allocation, assuming that a particular use generated a certain number of trips.

City Attorney Bartholdi advised that this would not be appropriate for the City, as it needed to address the entire development area for those parcels building later.

Mr. Rancone noted his parcel's direct access to I-35W at a freeway exit on Cleveland Avenue and onto County Road C and questioned what benefit Twin Lakes Parkway had for his parcel. Mr. Rancone advised that, as a developer, his firm was willing to pay its fair share to develop Twin Lakes and the city; however, he questioned the benefit of what had been completed to-date. While the Commission was indicating that there was no other alternative, Mr. Rancone opined that the City needed to decide if they wanted to put up more obstacles or wanted development. Mr. Rancone, noted that the area had not had any redevelopment occurring for almost two (2) decades, and questioned if the City wanted that situation to change or not.

Mr. Rancone suggested that he may be in part somewhat responsible for the allocation study, and was willing to share costs for remediation. Mr. Rancone reviewed past possibilities in the area that hadn't been realized for one reason or another, and his firm's frustration in attempting to redevelop the area. Mr. Rancone suggested that that past development potential under a master developer had gotten into the mindset of the City Council, creating this proposed ordinance versus a typical assessment based on the actual benefit to a parcel.

Mr. Rancone opined that existing City Code and ordinances in place provided enough regulation, in addition to requirements of other agencies and government entities, and would address green space, parking, storm water management; and provided many more controls for the City than were in place ten (10) years ago. However, Mr. Rancone noted that they also created more cost for development; and any additional dollars required to be expended created yet another hoop or another detriment for developing the area. Mr. Rancone opined that he at least sensed a more enlightened view by this Planning Commission to get something accomplished in the Twin Lakes Redevelopment Area.

At the request of Member Wozniak, City Planner Paschke reviewed prepping this next step (ordinance) for the Commission earlier in the process, as elimination of the Planned Unit Development (PUD) process took place keying implementation of this step. Mr. Paschke clarified that, it was not a question of whether or not the City wanted to develop the Twin Lakes Redevelopment Area, but was a situation of seeking good development for that area and the broader community, opining that this was staff's intent and direction received from the City Council to-date. Whether potential developers considered this yet another "hoop" or not, Mr. Paschke advised that accomplishing such a massive redevelopment of this area required time.

Tony Dorso
Mr. Dorso opined that if the developer was required to pay for street infrastructure costs, he would pay that much less for the property. Mr. Dorso stated that he had paid a "ton of taxes" in Roseville over the years, and now would be forced to pay yet again. Mr. Dorso reiterated his preference for a normal assessment approach, for which he and other property owners would have been duly noticed for planned infrastructure improvement projects rather than having no chance to respond. Mr. Dorso opined that the City had already committed itself on how to allocate fees without allowing property owners and/or developers a chance to respond before now. Mr. Dorso noted the numerous changes enacted by various City Councils, whether through the master developer proposal, or other method. Mr. Dorso advised that he had received no prior notice of the trip charge formula now being proposed, nor had he been allowed any opportunity for input. Mr. Dorso further opined that it appeared that the Planning Commission was being asked to provide their authority to the City for something that had already been committed to.

Chair Boerigter closed the Public Hearing at 8:16 p.m.

<u>Commission/Staff Discussion</u>
Member Boguszewski sought clarification of a response by City Attorney Bartholdi to a speaker during public comment suggesting that you could lower your allocation by having less development; and questioned if such a formula by its very nature was not counter-productive to achieving redevelopment in the Twin Lakes Redevelopment Area.

City Attorney Bartholdi advised that the intent of the formula was to allocate a fair and equitable share to everyone based on the type and intensity of their development.

Member Boguszewski concurred that this appeared a valid approach as it addressed the intensity of a development; however, he opined that this overall allocation methodology and its calculation process appeared to discourage larger developments.

City Planner Paschke opined that it provided for huge projects significantly impacting infrastructure needs to pay their fair share.

Member Gisselquist suggested that it would be more prudent for a developer to consider their project on a block that provided more “wiggle room” such as Block 1.a versus Block 13 on the map); and questioned if the allocation methodology was encouraging the greatest use of the land, or if there were unintended consequences that may occur as developers sought to reduce their development costs by locating on a block that had fewer network trips projected.

Chair Boerigter clarified that the allocation formulas took into consideration the entire Twin Lakes roadway improvement costs, which were updated annually, and questioned the status of those updates at this time.

City Planner Paschke advised that the City’s Engineering Department was in the process of updating the allocations for presentation in the near future to the City Council.

City Attorney Bartholdi advised that the City’s Engineering Department would need to provide that update once the actual figures are available.

Chair Boerigter referenced the comments of Ms. Steinwall on environmental issues and the 2004 study related to aquifer and the interplay between AUAR updates; and asked for City Attorney and/or staff comment on that specific item.

City Attorney Bartholdi advised that it could be researched and a response prepared once it was determined if it had been addressed.

Chair Boerigter asked that staff and the City Attorney’s office review that information and make any revisions between tonight’s Planning Commission and the City Council meeting when it would be addressed.

Member Boguszewski suggested changing the language to allow adaptability as AUAR’s were updated and not freeze requirements to the 2007 document, specifically related to clarifying groundwater and aquifer regulations.

Member Gisselquist expressed concern in the Planning Commission recommending approval of this ordinance tonight to the City Council prior to further review of those requirements and other areas of concern brought forth tonight. Member Gisselquist opined that he had no appetite to forward a recommendation, with future revisions, considering some of them may be significant and require further Planning Commission review and consideration. Member Gisselquist suggested that any recommendation for approval be held for another month, allowing the Commission to further review any revisions in a non-political climate before forwarding it to the City Council.

Member Boguszewski concurred with Member Gisselquist; opining that he would prefer to hold the recommendation and allow staff to review those concerns and issues at the Planning Commission level before it was forwarded to the City Council.

Member Wozniak, at the risk of creating that additional “hoop” referenced by property owners and developers, concurred with Members Gisselquist and Boguszewski; and asked that staff incorporate revisions into the next version of the ordinance; among those a RESPONSE ACTION PLAN for the MPCA (line 231).

As brought up during public comment related to Chapter 1022.04, Sections C and D, Chair Boerigter noted that, to some extent, the developer and the Metropolitan Council working together tied into costs, and to the extent they have that cooperative discussion, it should reduce their trips and reduce their overall costs. Chair Boerigter noted that this was where the developer could receive incentives if their development plan included bike trails, fewer vehicular trips that would reduce their network trips and significant infrastructure costs. Chair Boerigter concurred with Members Wozniak, Boguszewski and Gisselquist that this item should be tabled, allowing for revisions and a subsequent review by the Commission after addressing tonight's comments. Chair Boerigter asked that staff provide a clean copy for the Commission to vote on at that time, rather than the Commission recommending approval to the City Council of this draft.

Member Boguszewski sought additional following on Chapter 1022.04, Sections C and D as written, opining that there needed to be a verification of that interaction or the outcome in writing rather than currently indicated that such interaction needed to be done, but no requirement in the ordinance for measurement by the City Council of those results. Member Boguszewski clarified that it was not his intent to create additional "hoops" either, but opined that it was to the City's benefit and in the spirit of the City's goals to ensure compliance with the ordinance and its intent. Member Boguszewski specifically noted the desire of the City for the developer to responsibly provide green space and other items identified in Sections C and D of their common sense approaches to accomplish the goals of the City.

Chair Boerigter noted questioned how Section D related to open spaces, etc. was actually from the AUAR language; and how it was different than what was stipulated in the Regulating Map and/or other requirements in the Twin Lakes Redevelopment Area.

City Planner Paschke advised that the language was not new, but was intended to be incorporated into the Twin Lakes Regulating Plan; and opined that the language was necessary in the ordinance, even though it was addressed in the AUAR language. Even if redundant, Mr. Paschke noted that this document is tied to the AUAR and the Regulating Plan; however, they may not ensure those things occur, while this was the enforcement document, and would not create "overkill" to have it stated in the ordinance.

Member Wozniak noted that Chapter 1022.04 discussed TCE and DRO as currently written, and suggested that individual property owners were responsible to determine sources of contamination in the entire area; and reminded Commissioners and staff of previous discussions tonight to rewrite that section to be more site specific.

Chair Boerigter suggested that in the language related to development agreements, it may make sense to expand upon and clarify language so that if a developer met other requirements, there would be no additional "hoops" added on at the point of the development agreement; and asked that staff consider how best to address that intent in their revisions.

Member Strohmeier concurred with other Members that he was not yet ready to recommend this ordinance to the City Council for approval; and that it be tabled for another month. Member Strohmeier opined that he wasn't entirely sure about his conclusions in tying costs to zoning ordinance; and while not opposed to such a provision, opined that the developer should have environmental accountability. Member Strohmeier further opined that this was a good first start; however, he would prefer that more infrastructure mitigation be required, specifically related to environmental provisions and habitat corridor issues, opining that current language was too vague, and he preferred more green space also be addressed in the ordinance in its next draft.

Member Cook asked that, at the next meeting when this is brought forward again, that the City Engineer be present, or include a report on how the trips were generated and how they were formulated; as well as an update on costs if available for that meeting.

While recognizing that there may be perfectly logical rationale, Member Wozniak, along that line, opined that it would be helpful to have staff provide additional information and clarification to the Commission on why there appeared to be such a disparity in trips along different parcels, even those adjacent to each other.

Chair Boerigter concurred with those additional requests by Commissioners, and so directed staff to include them in their future reports.

MOTION
Member Boerigter moved, seconded by Member Boguszewski, to RECOMMEND TABLING consideration of the proposed Twin Lakes Overlay District Zoning Ordinance; as detailed in the Request for Planning Commission Action dated August 3, 2011, until the September Planning Commission meeting.

Ayes: 6
Nays: 0
Motion carried.

c. **<u>PROJECT FILE 0017</u>**
Request by Roseville City Council for approval of a ZONING TEXT AMENDMENT to allow accessory dwelling units in LDR-1 Districts as permitted rather than conditional uses.
Chair Boerigter opened the Public Hearing at 8:34 p.m.

Associate Planner Bryan Lloyd highlighted and briefly summarized staff's proposed zoning text amendments for Accessory Dwelling Units (ADU's) in LDR-1 Districts as permitted rather than as Conditional Uses (CU's). Mr. Lloyd advised that these recommended amendments were based on practical application of the existing language with the two (2) applications having already come forward; suggesting they be considered as permitted uses with applicable permits for their regulation to a higher standard without going through the CU approval process.

Recommended amendments were included in the packet materials as detailed in the Request for Planning Commission Action dated August 3, 2011; and based on the comments of Section 2-3 and input received from tonight's public hearing.

Member Boguszewski advised that his only question was related to Chapter 1011.12, Section B.6.b-d as it addressed a maximum occupancy of two (2) people (line 9), noting that the previous language used square footage guidelines, and those now seemed to be removed. Member Boguszewski questioned the rationale for that change; and why staff was recommending square footage guidelines and moving toward occupancy as the limiting number.

Associate Planner Lloyd advised that the initial thinking had been specifically related to limiting the size of ADU's and noted that the size limitation had not been removed, but was addressed in lines 29 – 30 of the document. However, Mr. Lloyd advised that the 650 square footage was an arbitrary number and seemed to staff to be more moderate than a one-bedroom unit, and addressed the intent to keep the ADU's smaller in size in order to limit the number of people without having to actually count how many people were residing in an ADU. Upon receipt of the two (2) applications to-date, staff found that both of those spaces applying for an ADU were already larger than the 650 square foot limit; and raised questions of how to limit the number of people at any one house; and make the requirements be more explicit for that intent while allowing for some size limitation.

City Attorney Bartholdi left at this time, approximately 8:37 p.m.

Chair Boerigter questioned why the 650 square feet only addressed living area and why storage space was excluded.

Associate Planner Lloyd advised that, while a more simple approach could be used, he would recommend making it larger than 650 square feet, given staff's experience with applications received to-date. Mr. Lloyd noted that both of those applications had been for existing space above a garage, and questioned why a stairway should count against the ADU's living space; or knee-wall storage areas that were not livable or usually heated or insulated spaces.

Chair Boerigter questioned if the applicant made that determination.

Associate Planner Lloyd advised that, previous to the new Zoning Code being adopted, if an applicant called the office and questioned the actual use for living space, it required staff to be aware of what was specifically being considered. With the new ordinance in place, Mr. Lloyd advised that it was obvious upon staff's receipt of the application.

Chair Boerigter addressed the revocation section (page 3, line 64) related to occupancy and sought clarification on implications for those two (2) applications received to-date. Chair Boerigter sought staff's rationale in making the permit expire when the home was sold.

Associate Planner Lloyd advised that the overall intent was that both units would no longer be available as an ADU until they made application for a new ADU Occupancy Permit as detailed. Mr. Lloyd advised that the requirement for the ADU permit's expiration when the home was sold was to allow the new homeowner to be explicitly aware of what they were required to do, that it was not just an automatic ADU without them processing such an application and making it available as an ADU again. Mr. Lloyd noted that, obviously, while the ADU's physical space remained in place, it couldn't be used as an ADU without following the process and could not legally be rented out. Mr. Lloyd noted that this was intended to serve as an educational opportunity for new property owners.

Member Boguszewski questioned staff's interpretation of the City Council's intent in requesting these revisions and what they were trying to achieve with these amendments currently being considered. Member Boguszewski questioned if a permit was less time consuming than the CU process.

Associate Planner Lloyd advised that he believed that the intent was to simplify the process for achieving an ADU on a property. Mr. Lloyd alluded to conversations among Councilmembers related to CU's and ADU's and whether an ADU was more appropriate than an Interim Use permit, at which time staff clarified the distinct differences in the two and how the ADU could better achieve the intent being desired by the City Council. Mr. Lloyd noted that the ADU permit approval process would be handled administratively unless there was an appeal of the administration decision by staff to deny an ADU due to a proposed application not being consistent with code requirements. Mr. Lloyd advised that the neighbors would be made aware of the permit process.

Member Boguszewski questioned if the permit fee had been determined at this time and whether it would be reasonable.

Associate Planner Lloyd advised that, at this time, the permit fee had yet to be determined, but that the permit form was being developed, and would be determined by staff for presentation with the annual fee schedule for review and adoption by the City Council.

Chair Boerigter asked staff to address the changed setback requirements (lines 38-39).

Associate Planner Lloyd reviewed various scenarios for an ADU on a primary structure or on an attached garage, and advised that, for consistency, staff was recommending that since an ADU would be occupied, it be treated differently than setbacks for other accessory structures, such as an unoccupied garden shed; and in order to address its proximity to neighboring properties and to retain their privacy.

Member Strohmeier questioned if staff was aware of any other municipalities that allowed ADU's as permitted uses.

Associate Planner Lloyd advised that some cities provided them as CU's and some by permit; however, he noted that the norm seemed to be some type of permit process to inform and involve neighbors in the process, especially as ADU's became more common as permitted uses in residential districts.

Member Gisselquist questioned the criteria used by staff to determine whether to approve or deny a permit; and what type of neighborhood notice was provided, or if approval was based on the applicant meeting ordinance requirements and staff approval of the permit without notification of neighbors.

Associate Planner Lloyd advised that the permit process was an administrative process by staff, similar to the process for a deviation or minor variance; and provided a series of conditions that must be satisfied for approval of a request. If criteria was met, Mr. Lloyd advised that the application was approved. Mr. Lloyd noted that the application process would address any contextual problems that staff may not be aware of, allowing the neighbors an opportunity to be notified and provide comment, as well as allowing the property owner seeking an ADU permit to work with their neighbors toward resolution of any issues in advance of issuing the permit. If there were more serious problems needing addressed, Mr. Lloyd advised that staff could then deny the permit.

Chair Boerigter closed the Public Hearing at 8:50 p.m.; with no one appearing for or against.

Member Gisselquist expressed curiosity as to why the City Council was seeking these revisions, noting that to-date only two (2) applications had been received and while not minding the process for an ADU, he questioned if this revised language would cause more people to apply or make it easier when an occasional ADU came forward. Member Gisselquist rhetorically questioned if an ADU permit expired for a unit built above a garage, and whether expiration of the permit upon sale of the home helped or hurt the resale opportunities and values for a homeowner.

MOTION

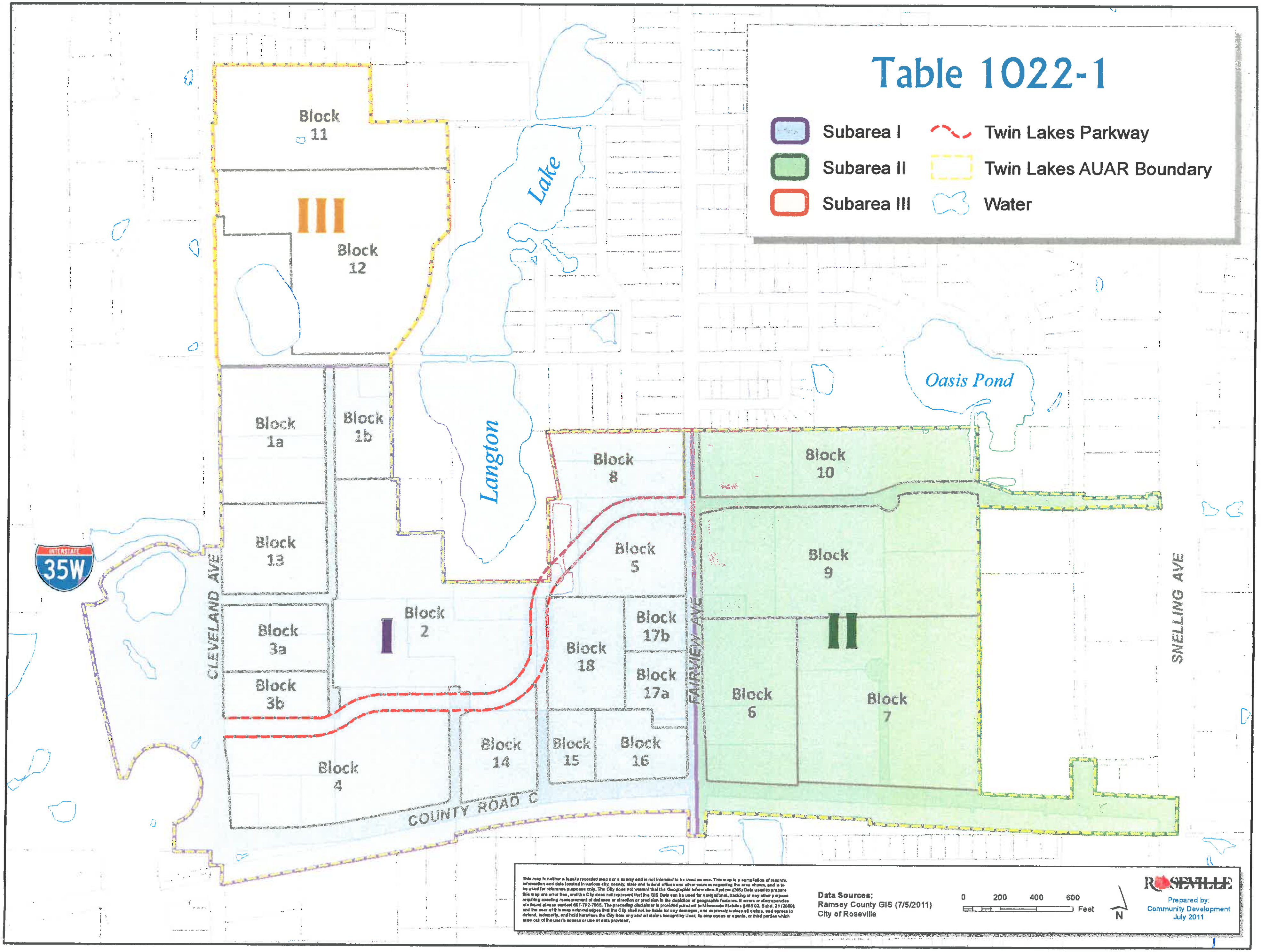
Member Boguszewski moved, seconded by Member Cook to RECOMMEND TO THE CITY COUNCIL approval of amendments to Chapters 1004, 1009 (for the deletion of the existing CONDITIONAL USE standards) and Chapter 1011 of the City Code; as detailed in the Request for Planning Commission Action dated August 3, 2011; and based on the comments in Sections 2 and 3 of the report.

Ayes: 5
Nays: 1 (Gisselquist)
Motion carried.

6. Adjourn

Chair Boerigter adjourned the meeting at approximately 8:53 p.m.

Attachment B



City of Roseville
ORDINANCE NO.___________

AN ORDINANCE ESTABLISHING A ZONING OVERLAY DISTRICT FOR THE TWIN LAKES REDEVELOPMENT AREA.

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Chapter 1022 is hereby added to the Roseville City Code:

1022.01: Intent and Purpose
1022.02: Definitions
1022.03: Infrastructure Requirements and Standards
1022.04: General Requirements and Standards
1022.05: Permits and Approvals
1022.06: Applicability of Other City Ordinances and Policies
1022.07: Consideration of Applications for Development Within the Twin Lakes Overlay District
1022.08: Severability

1022.01: INTENT AND PURPOSE

The City of Roseville has determined that it is necessary, for the purpose of promoting the public health, safety, ~~morals~~ and general welfare of the City to redevelop the area within the City known as the Twin Lakes Redevelopment Area. In order to carry out such redevelopment, the City has conducted an ~~alternative urban areawide review~~Alternative Urban Areawide Review ("AUAR") for the Twin Lakes Redevelopment Area. The AUAR identifies various environmental, roadway and utility improvements which are necessary in the Twin Lakes Redevelopment Area in order for the area to be redeveloped. The AUAR contains a mitigation plan which requires, among other things, the construction of roadway and utility improvements and environmental mitigation within the Twin Lakes Redevelopment Area. While the City desires to promote the redevelopment of the Twin Lakes Redevelopment Area, it does not have the financial resources necessary to construct the infrastructure and perform the environmental remediation required under the AUAR. For this reason, the City has determined that development limitations need to be placed upon property within the Twin Lakes Redevelopment Area until adequate infrastructure can be constructed and environmental and other mitigation described in the AUAR performed. Therefore, to promote the redevelopment of the Twin Lakes Redevelopment Area, the Twin Lakes Overlay District is established and all property within the District is subject to the provisions of this Chapter.

1022.02: DEFINITIONS

The following terms shall have the following definitions when used in this Chapter:

A. ~~"Twin Lakes Overlay~~"AUAR" means the Twin Lakes Business Park Final AUAR Update Adopted October 15, 2007, as updated and amended from time to time.

~~A.~~B. “Twin Lakes Redevelopment Area” means that area located within the City of Roseville shown in Table 1022-1.

~~B.~~C. “Twin Lakes Overlay District” means the Twin Lakes Redevelopment Area.

~~C.~~D. “Development” means any man-made change to improved or unimproved real estate including a change in use or the creation of a subdivision.

~~D.~~E. “Parcel” means each individual parcel of land within the Twin Lakes Overlay District as depicted in Table 1022-1. “Parcels” means two or more parcels of land within the Twin Lakes Overlay District.

~~E.~~F. “TLIIR” means the Infrastructure Improvements for the Twin Lakes AUAR Area Final Report, dated February, 2008, as updated and amended from time to time.

~~F.~~G. “Roadway Infrastructure Improvements” means the roadway improvements set forth in the TLIIR.

~~G.~~H. “Utility Infrastructure Improvements” means the utility improvements set forth in the TLIIR.

~~H.~~I. “Network Trip” means the number of roadway infrastructure improvements identified in the AUAR which a ~~vehicular~~vehicle trip ~~that moves throughout~~generated from a Parcel within the Twin Lakes Overlay District ~~and the other adjacent intersections identified in the Twin Lakes AUAR Report~~passes through during the p.m. peak hour.

~~I.~~J. “Twin Lakes Roadway Improvement Cost Allocation Amount” means the total cost allocated to a Parcel under the TLIIR for the Roadway Infrastructure Improvements set forth in the TLIIR.

~~J.~~K. “Twin Lakes Utility Improvement Cost Allocation Amount” means the total cost allocated to a Parcel under the TLIIR for the Sanitary Sewer, Storm Sewer and Water Main improvements set forth in the TLIIR.

1022.03: INFRASTRUCTURE REQUIREMENTS AND STANDARDS

In order to provide for the construction of adequate infrastructure to accommodate the redevelopment of the property within the Twin Lakes Redevelopment Area, all property within the Twin Lakes Overlay District is subject to the following development limitations and requirements:

A. Traffic Study: A traffic study prepared by a registered traffic engineer approved by the City shall be required from the property owner(s) whenever development is proposed on a Parcel. The traffic study shall assess the potential traffic impacts on local and regional road systems and determine the amount of change in Network Trips which will result from the proposed development. The property owner(s) shall pay for the cost of the traffic study.

B. Network Trips:

1. Development limitations based on Network Trips are hereby established in Section E below for each Parcel within the Twin Lakes Overlay District. ~~The development limitations have been developed as follows:~~ The development limitations have been established by determining the number of Network Trips attributable to each Parcel based upon the p.m. peak hour trips generated from such Parcel as determined by the Institute of Transportation Engineer's (ITE) Trip Generation Handbook, Eighth Edition, in the manner described in the TLIIR.

2. The Network Trips specified in Section E below are the maximum number of Network Trips that may be generated by each Parcel within the Twin Lakes Overlay District. Development that ~~would exceed~~exceeds the allocated number of Network Trips generated on any Parcel may only be constructed if concurrent Road Infrastructure Improvements are provided and paid for by the property owner(s) in accordance with Section C below.

3. Uses existing on the effective date of this ordinance that generate greater Network Trips than are allowed for such Parcel may continue to exist as a nonconforming use. No expansion of such nonconforming use shall be allowed without compliance with this ordinance~~, except as expressly allowed under Minnesota Statutes Section 462.357 Subd. 1e~~.

4. Allowable Network Trips are not a property right and may not be transferred to another Parcel.

C. Restriction on development: The roadway infrastructure is not adequate for development within the Twin Lakes Overlay District in excess of the Network Trips allowed in Section E. Therefore, development which exceeds the Network Trips set forth in Section E is premature at this time. In order to provide adequate roadway infrastructure for development which will generate Network Trips in excess of what is allowed in Section E, it will be necessary to construct the Roadway Infrastructure Improvements described in the AUAR and TLIIR. Therefore, development on a Parcel that would exceed the number of Network Trips allocated to such Parcel by Section E below may only be constructed if the Roadway Infrastructure Improvements described in the AUAR and TLIIR to accommodate the redevelopment of the Twin Lakes Redevelopment Area are provided and/or paid for by the property owner(s) of such Parcel by one of the following methods:

1. The property owner(s) enter into a voluntary development agreement which includes the payment of the Twin Lakes Roadway Cost Allocation ~~amount~~Amount allocated to the Parcel being developed in the manner set forth in Section D below. The decision of a property owner to enter into a development agreement shall be completely

voluntary and optional on the part of property owner(s) of the Parcel to be developed. This option is not intended to require property owner(s) to enter into involuntary development agreements, but rather to give property owner(s) a method by which proposed development involving inadequate roadway infrastructure can be made adequate by way of voluntary development agreements.

2. The property owner(s) make such other arrangements satisfactory to the City for the construction of, and payment for, the Roadway Infrastructure Improvements.

In lieu of the foregoing options, the property owner(s) can postpone development on its Parcel until all of the Roadway Infrastructure Improvements have been completed and fully paid for.

D. Twin Lakes Allocation Cost: In order to establish a method by which property owner(s) of property within the Twin Lakes Overlay District can develop a Parcel in a manner which will generate more Network Trips than has been allocated to such Parcel under Section E below, the City has prepared and adopted the TLIIR. The TLIIR identifies Roadway Infrastructure Improvements which are necessary to redevelop the Twin Lakes Redevelopment Area, provides cost estimates for the Roadway Infrastructure Improvements, and allocates the cost between the Parcels based on cost per Network Trip. If development on a Parcel will generate Network Trips in excess of the number allocated to that Parcel in Section E below, the property owner(s) of such Parcel may, as provided in Section C1 above, enter into a voluntary development agreement which includes the payment of the Twin Lakes Roadway Improvement Cost Allocation Amount allocated to such Parcel in the TLIIR, as adjusted for the development to be constructed on such Parcel using the methodology set forth in the TLIIR. In addition to adjustments made when individual development proposals are made, adjustments to the costs in the TLIIR shall be made annually based upon the actual cost of Roadway Infrastructure Improvements constructed during the preceding year and the change in the estimated cost of Roadway Infrastructure Improvements not yet constructed from the previous year. Once a development agreement which includes the payment of the Twin Lakes Roadway Improvement Cost Allocation Amount for development which will generate Network Trips in excess of the number set forth in Section E for such Parcel has been entered into, no further adjustments to the Twin Lakes Roadway Allocation Cost Amount shall be made with respect to the development described in the development agreement. Subsequent development on a Parcel beyond that described in the development agreement shall require payment of an additional Twin Lakes Roadway Improvement Cost Allocation Amount in an amount determined by the methodology set forth in the TLIIR.

E. Allocation of Network Trips: Each Parcel within the Twin Lakes Overlay District is hereby assigned the following Network Trips:

~~Parcel No.~~ ~~Network Trips~~

~~Block 1a~~

~~Block 1b~~

~~Block 2~~

~~Block 3a~~

~~Block 3b~~

~~Block 4~~

~~Block 5~~

~~Block 6~~

~~Block 7~~

~~Block 8~~

~~Block 9~~

~~Block 10~~

~~Block 11~~

~~Block 12~~

~~Block 13~~

~~Block 14~~

~~Block 15~~

~~Block 16~~

~~Block 17a~~

~~Block 17b~~

Parcel No.	Network Trips
1a	98
1b	49
2	239
3a & 3b	66
4	452
5	145

6	80
7	380
8	319
9	681
10	142
12	595
13	691
14	246
15	82
16	422
17a	89
17b	84
18	169

If development on a Parcel will not generate Network Trips in excess of the number allocated to the Parcel in this Section E, the property owner(s) of such Parcel shall not be obligated to pay the Twin Lakes Roadway Improvement Cost Allocation Amount set forth in the TLIIR for such development.

F. Appeal of Network Trips: In the event that the property owner(s) of a Parcel do not agree with the determination of the Network Trips allocated to their Parcel pursuant to Section E above, the property owner(s) of such Parcel may appeal the determination to the Roseville City Council. No appeal may be taken with respect to the Network Trips allocated in Section E above unless the affected property owner(s) file a written appeal with the City Manager within one hundred eighty (180) days after the adoption of this ordinance. The failure to file a timely appeal eliminates all right to challenge a Network Trip allocation designated in Section E above. The appeal must be accompanied by a report prepared by a registered traffic engineer which provides evidence indicating potential errors in the determination of the Network Trips and the reasons why the determination of Network Trips is not accurate. When an appeal is filed the matter shall be heard and considered by the Roseville City Council at a public meeting. The property owner(s) making the appeal shall be given the opportunity at the meeting to testify and present evidence with respect to the Network Trips allocated to their Parcel. Notice of the meeting shall be mailed to the appealing property owner(s) at the address where the tax statement for the Parcel which is subject to the appeal is mailed according to the records of the Ramsey County Property Tax Department. Following making its decision, the City Council shall serve a copy of its decision upon the property owner(s) of the Parcel which was the subject of the appeal by mail at the address where tax statements for such Parcels are mailed. No judicial action shall be taken regarding the determination of ~~an allocation of~~ Network Trips allocated to a Parcel pursuant to Section E above unless and until the foregoing appeal is made to the City Council and the City Council has rendered and served its decision on the matter.

G. Other Improvements: Nothing in the Section may be construed to eliminate property owner(s) responsibility for other improvements unrelated to the Roadway Infrastructure Improvements. If a traffic study finds that road system improvements unrelated to the Roadway Infrastructure Improvements are required as a result of the proposed development, the development may not be commenced until arrangements, including financing, for the completion of such other improvements are made and such arrangements are approved by the City.

1022.04: GENERAL REQUIREMENTS AND STANDARDS

~~All property~~Each Parcel within the Twin Lakes Overlay District shall be subject to the following general requirements at the time of development on such Parcel. The following requirements shall be in addition to and not in lieu of any other requirements in this ordinance.

A. Whenever development occurs on a Parcel, the property owner(s) of such Parcel shall pay the Twin Lakes Utility Improvement Cost Allocation Amount allocated to such Parcel under the TLIIR for the Utility Infrastructure Improvements.

B. Whenever environmental contamination or other environmental impacts on or within a Parcel: a) have been identified in the AUAR, b) have been identified by~~: a) the AUAR, or b)~~ findings from ~~any~~a Phase I or Phase II Environmental Site Assessment or other environmental report, or c) formal environmental review (i.e. and Environmental Assessment Worksheet, Environmental Impact Statement, or an Alternate Urban Areawide Review) is required for development ~~within the Twin Lakes Redevelopment Area~~on such Parcel, the property owner(s) shall, as part of the development proposal, address ~~such~~ environmental impacts by:

1. Preparing and implementing Response Action Plans and/or Development Response Action Plans for such Parcel where required by local, state and federal regulations, which Plans shall be subject to the approval of the City Staff.

2. ~~Cooperating with the City~~Managing and ~~the Minnesota Pollution Control Agency (“MPCA”) to assure that~~handling materials dumped ~~within the Twin Lakes Overlay District Area~~, hazardous materials, petroleum products, and/or asbestos ~~are managed~~, on and ~~handled~~within such Parcel, appropriately in accordance with MPCA guidelines.

3. Working with the MPCA, the Environmental Protection Agency and the City to implement the recommendations from the Supplemental Groundwater Evaluation Plan, dated August 2004, which has been adopted by the City, including but not limited to~~, addressing~~ the following ~~issues~~:

   a) ~~Additional~~The property owner(s) shall perform an environmental ~~investigation shall be considered on Parcels where the~~ study to determine:

      ~~a)~~i) Whether trichloroethylene concentrations (TCE) exist on or within the Parcel which exceed the Health Risk Limit ~~(HRL).~~. If a source is found

~~on one or more of these Parcels~~, additional subsurface investigation shall be performed to define the lateral extent of the TCE contamination. Site specific investigations should be conducted in a way that will identify potential sources, the magnitude and the extent of TCE on and/or within the Parcel and its effects on the glacial aquifer; and

~~b) Redevelopment shall consider the presence of TCE in the glacial aquifer. Site specific investigations should be conducted in a way that will identify potential source(s), magnitude, and extent to TCE in the AUAR area.~~

~~c) Based on the presence of~~Whether Diesel Range Organics ~~(DRO) in~~exist on or within the ~~glacial aquifer~~Parcel, and ~~throughout the AUAR area,~~if so, perform environmental investigation ~~with regard to~~regarding petroleum contamination ~~shall be performed throughout the Twin Lakes Overlay District.~~

~~d)~~ii) ~~Prior to undertaking environmental assessments~~on and within the Parcel and ~~investigations on individual Parcels within the Twin Lakes Overlay District, the findings and conclusions of the Supplemental Groundwater Evaluation Report must be considered so that future investigations can be streamlined to facilitate and expedite redevelopment~~its effects on the glacial aquifer.

4. ~~Remediating~~The property owner(s) shall remediate, as appropriate, soil and groundwater contamination ~~for~~on and within the ~~intended redevelopment use~~Parcel pursuant to Minnesota ~~a~~and federal law.

5. ~~Implementing~~The property owner(s) shall implement the requirements and policies set forth in the current Comprehensive Surface Water Management Plan of the City, ordinances, policies and best management practices related to stormwater runoff ~~and ponding, including incorporating more pervious surfaces, alternatives to mowed turf and planting native vegetation and other innovative techniques to reduce runoff~~with respect to such Parcel.

C. The property owner(s) of the Parcel to be developed shall comply with the park dedication requirements of the City with respect to the Parcel being developed.

D. If development on a Parcel converts native land cover types to an altered cover type, the property owner(s) of such Parcel shall mitigate the conversion by restoring native cover types on the Parcel, and to the extent the native land cover types within any portion of Langton Lake Park are altered by such development, in Langton Lake Park.

E. The property owner(s) of the Parcel to be developed shall work with the City to implement the provisions of the 2001 Twin Lakes Business Park Master Plan with respect to development on their Parcel.

~~C.~~F. The property owner(s) of the Parcel to be developed will work with the ~~Metropolitan Council Transit Operations, local businesses, and area residents to~~

~~encourage improved transit service, increase transit ridership, and~~City to integrate travel demand management ~~programs in the Twin Lakes Redevelopment Area and surrounding vicinity~~plans to reduce the number of vehicles on area roadways.

~~D.~~G. The property owner(s) of the Parcel to be developed will incorporate into any development ~~a network of~~on such Parcel, sidewalks, trails, pedestrian amenities, parks and open space~~ in the Twin Lakes Redevelopment Area~~ to provide greenway/wildlife corridors to encourage more pedestrian trips and fewer vehicle trips in the area.

~~E.~~H. The property owner(s) of the Parcel to be developed will submit photographs and note the construction dates for any buildings over 50 years old on such Parcel, and submit them to the State Historical Preservation Office for initial assessments. The property owner(s) of any Parcel within the jurisdiction of Minnesota Statutes § 138.01 et. seq. shall comply with the requirements of the State Historical Preservation office.

1022.05: PERMITS AND APPROVALS

All necessary permits and other required approvals shall be obtained for any work or construction to be performed within the Twin Lakes Overlay District, including the permits, where applicable, set forth in the AUAR Mitigation Plan.

1022.06: APPLICABILITY OF OTHER CITY ORDINANCES AND POLICIES

All City ordinances and policies shall be followed in the review and approval of development projects within the Twin Lakes Overlay District. The provisions of this Chapter shall not preclude or replace the application and requirements of any other Title, Chapter or Section of the Roseville City Code or the provisions of any State Statute, including but not limited to land dedications authorized under Minnesota Statutes § 462.358. All such other Titles, Chapters and Sections shall apply in addition to, and not in lieu of, this Chapter.

1022.07: CONSIDERATION OF APPLICATIONS FOR DEVELOPMENT WITHIN THE TWIN LAKES OVERLAY DISTRICT

The following shall apply to applications involving development within the Twin Lakes Overlay District:

A. Before submitting an application for development on a Parcel within the Twin Lakes Overlay District, the property owner(s) of the Parcel to be developed shall meet with the Director of Community Development and City Engineer (or their designees) to discuss the proposed development, the development review process and the documents required to be submitted.

B. The property owner(s) shall thereafter submit to the Director of Community Development and City Engineer such applications, studies, reports and other documents which are required by the City pertaining to the proposed development.

C. Following review of the documents submitted, the City Engineer shall make a determination of whether or not the proposed development will exceed the Network Trips allocated to the Parcel in Section 1022.03 E above.

D. If the proposed development will exceed the Network Trips allocated to the Parcel under Section E above and the property owner(s) elect to proceed with the proposed development pursuant to Section 1022.03C1 or 2 above, the property owner(s) shall, prior to the issuance of the building permit pertaining to the development, enter into a voluntary development agreement or make other arrangements satisfactory to the City which assure that the requirements of this ordinance shall be carried out.

~~E.~~ E. Voluntary development agreements shall include provisions for the payment of the Twin Lakes Roadway Improvement Cost Allocation Amount and the Twin Lakes Utility Improvement Cost Allocation Amount, the means by which the property owner(s) will comply with the environmental and other requirements of this ordinance, and such other matters which are typically contained in Roseville Public Improvement Contracts. All development agreements shall be considered by, and subject to the approval of, the Roseville City Council.

1022.08: SEVERABILITY

If any term or provision of this Chapter, or the application thereof to any person or circumstance is, for any reason and to any extent, held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Chapter will continue in full force and effect, but without giving effect to such invalid or enforceable term or provision.

SECTION 2: Effective date. This ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Roseville this ____ day of ______________________, 2011.

Ordinance Adding Chapter 1022 Establishing the Twin Lakes Redevelopment Area Zoning Overlay District.

(SEAL)

CITY OF ROSEVILLE

BY:______________________________________

Daniel J. Roe, Mayor

ATTEST:

____

William J. Malinen, City Manager

ROSEVILLE

REQUEST FOR COUNCIL ACTION

Date: September 12, 2011
Item No.: 13.c

Department Approval

City Manager Approval
WJMalinen

Item Description: City Manager Goals

BACKGROUND

Throughout the year, the City Council provides the City Manager with goals to achieve to measure the progress of the City. Councilmember Pust volunteered to establish a method of evaluation that identified goals clearly and with measurable outcomes.

POLICY OBJECTIVE

Provide City Manager with feedback on clear goals set and measurable outcomes associated with each.

FINANCIAL IMPACTS

None

STAFF RECOMMENDATION

Discuss goals and make suggestions for additions or deletions

Direct Councilmember Pust to take the feedback from the discussion and establish deadlines to achieve goals. Council would review for further discussion and approval.

This document would be the basis for the City Manager's annual evaluation. It would also be a framework in which for the Council/Staff's annual strategic planning session.

REQUESTED COUNCIL ACTION

Discuss goals and make suggestions for additions or deletions

Direct Councilmember Pust to take the feedback from the discussion and establish deadlines to achieve goals. Council would review for further discussion and approval.

This document would be the basis for the City Manager's annual evaluation. It would also be a framework in which for the Council/Staff's annual strategic planning session.

Prepared by: **Bill Malinen, City Manger**
Attachments: A: Councilmember Pust's 2011-12 City Manager Goals

TLP Draft 9.7.11

Roseville City Manager Goal Suggestions 9.2011-12.2012

Competency	Goal	Expected Completion Date(s)	Outcome Measurements
ORGANIZATIONAL AND HUMAN RESOURCES MANAGEMENT	1. Propose specific e-commerce and e-government concepts		Proposal, with cost estimates, presented to Council for action/funding.
	2. Create a city-wide record management system to accurately and electronically create, store and retrieve documents		System proposed to Council and/or installed
	3. Evaluate Service/Staffing Levels, Job Duty Realignment, Succession Planning		Report to Council
	4. Create a succession, leadership, career development, training, recruitment and retention management plans to ensure quality service		Report to Council
	5. Allow for field data entry and external access to the network		Proposal, with cost estimates, presented to Council for action/funding
	6. Foster collaboration between the city and community based organizations, groups and individuals		Present 2 specific proposals to Council for review/implementation
	7. Participate in regional and intergovernmental collaborations for shared service opportunities		Initiate discussions with potential partners, propose initiative(s), with cost/savings estimates, to Council for funding/action.

FISCAL AND BUSINESS MANAGEMENT	1. Fine-tune budget process by establishing budget calendar, evaluating reserve fund account ratios and policies, and incorporating Imagine Roseville 2025 strategic planning results into budget process.		Report to Council
	2. Develop Biennial Budget process		Propose refinements or elimination for action by Council.
	3. Implement Asset Management Software		Report funding implications to Council; Implement System
	4. Identify performance measurements and reallocate resources based on measured performance results and citizen satisfaction.		Attach measurable outcomes to all 160+ ratable programs; report to Council prior to budget cycle.
	5. Evaluate Roseville's costs of providing services/service levels, by program area and/or major program, against a group of peer cities.		Report to Council
RELATIONSHIP WITH MAYOR AND COUNCIL	1. Continue regular meetings with individual Councilmembers		
	2. Explore electronic meeting materials approaches		Propose cost-savings measure(s) to Council for action/funding.
	3. Continue efforts to ensure transparency and openness with Council, staff and public + Ensure meeting packets are posted electronically by Thursday noon preceding meeting. + Ensure meetings are broadcast live or taped in accordance with City policy.		 Track timeliness and report to Council annually Develop backup plans for contingencies; implement zero tolerance expectation regarding deviations.

LONG-RANGE PLANNING/ STRATEGIC PLAN	1. Conduct annual/biennial Council level strategic planning process to provide overall guidance to departments		Report back to Council regarding evaluation of 2011 process and proposal for improvements for 2012 process.
	2. Analyze expansion of Campus Geothermal System throughout city hall campus		Report to Council
	3. 2012 Comp.Surface Water Management Update		Present for Council adoption
	4. Develop 10 year ordinance update schedule		Report to Council
	5. Citywide Wetland Inventory (mandate)		Present for Council adoption
	6. Administer Minnesota Department of Agriculture Grant process by 5/11		Present for Council adoption
	7. Resurrect NorthEast Corridor Planning in Coordination with Metropolitan Council		Present plan for involvement to Council for approval and participation
	8. Participate in Planning Rice St Reconstruction Phase 2, County Rd. B-2 Rosedale area Project, Lexington Ave. Interchange Replacement (2014)		Present plan for involvement to Council for approval and participation
	9. Develop Traffic Management and Overhead Electric Undergrounding Policy		Present for Council adoption
	10. Update Shoreland and Erosion Control Ordinances		Present for Council adoption
	11. Modify and update City Code to be in compliance with Comprehensive Plan and Zoning code*		Present for Council adoption
	12. Re-write land uses notice policy*		Present for Council adoption
	13. Aggressively deal with problem multi-family properties including encouraging the HRA's role in these issues .		Present plan for action to Council for approval
	14. Create a comprehensive economic development policy and mission to support existing businesses and attract new businesses		Report to Council
	15. Strategically look at City's role in fostering the redevelopment of Twin Lakes		Report to Council
	16. Support Implementation of Parks and Recreation Master Plan and support findings of Fire Building Committee.		Present plan for action to Council for approval
	17. Support Volunteer Management Program		Report to Council
	18. Explore the possibility of the creation of a regional parks district		Report to Council

RELATIONSHIP WITH PUBLIC/ PUBLIC RELATIONS	1. Foster and encourage Neighborhood development and outreach		Working with Human Rights Commission, propose strategic plan of action to Council for approval and participation.
	2. Foster collaboration between the city and community based organizations, groups, individuals and other agencies		Track contact and participation with community groups; report to Council semi-annually.
	3. Routinely seek community input to evaluate and continuously improve city services		Present plan for action to Council for approval
	4. Provide greater public access to all levels of city government. (council and commission packets/agendas/meeting minutes, contact information for council and commission members)		Present plan for action to Council for approval
	5. Implement Imagine Roseville 2025 vision to recognize and incent the spirit of "volunteerism" within Roseville*		Present plan for action to Council for approval
	6. Support efforts on civic engagement and neighborhoods*		Working with Human Rights Commission, propose strategic plan of action to Council for approval and participation
	7. Support initiatives to better communicate with local businesses		Present plan for action to Council for approval
	8. Continue and possibly expand the Department's New American Forums in cooperation with the Human Rights Committee and the Fire Department		Present plan for action to Council for approval