



# City Council Agenda

Monday, February 9, 2009

6:00 p.m.

City Council Chambers

*(Times are Approximate)*

- 6:00 p.m.     **1. Roll Call**
- Voting & Seating Order for February: Johnson; Ihlan; Roe; Pust; Klausing
- 6:02 p.m.     **2. Approve Agenda**
- 6:05 p.m.     **3. Public Comment**
- 6:10 p.m.     **4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report**
- 6:15 p.m.     **5. Recognitions, Donations, Communications**
- 6:25 p.m.     **6. Approve Minutes**
- a. Approve Minutes of January 26, 2009 Meeting
- 6:30 p.m.     **7. Approve Consent Agenda**
- a. Approve Payments
- b. Set Public Hearing for Lake Owasso Water Ski Course
- c. Approve Agreement with Ramsey County for Supplemental Law Enforcement Services on Lake Owasso
- d. Accept MDPS 2009 Safe and Sober Grant
- e. Request for Approval of General Purchases or Sale of Surplus Items Exceeding \$5,000
- 6:40 p.m.     **8. Consider Items Removed from Consent**
- 9. General Ordinances for Adoption**
- 10. Presentations**
- 6:50 p.m.     a. Discuss Possible Changes to How Elections are Conducted in Minnesota

7:10 p.m.                    b. Roseville Visitors Association Annual Report

**11. Public Hearings**

**12. Business Items (Action Items)**

7:30 p.m.                    a. Authorize City Abatement for 2663 Marion Street  
7:40 p.m.                    b. Approve Lease Extension for License Center  
7:45 p.m.                    c. Reappoint Advisory Commissioners  
8:00 p.m.                    d. Approve Contracts for Appraisal and Easement  
                                    Acquisition Services for the Twin Lakes AUAR Subarea I  
                                    Infrastructure Improvements  
8:10 p.m.                    e. Approve Stipulation Agreement Regarding Condemnation  
                                    of Property by the Metropolitan Council for the Roseville  
                                    Park and Ride Transit Facility

**13. Business Items – Presentations/Discussions**

8:20 p.m.                    a. Receive Centennial Commons Update  
8:30 p.m.                    b. Discuss an Alternative Budgeting Process for 2010 - 2011  
8:50 p.m.                    c. Discuss Neighborhood Diversity Commission  
9:05 p.m.                    d. Discuss Campaign Literature

9:15 p.m.                    **14. City Manager Future Agenda Review**

9:20 p.m.                    **15. Councilmember Initiated Items for Future Meetings**

**16. Adjourn**

*Some Upcoming Public Meetings.....*

|           |        |           |                                                       |
|-----------|--------|-----------|-------------------------------------------------------|
| Wednesday | Feb 11 | 6:30 p.m. | Ethics Commission                                     |
| Monday    | Feb 16 | -         | Presidents' Day City Offices Closed                   |
| Tuesday   | Feb 17 | 6:00 p.m. | Housing & Redevelopment Authority                     |
| Monday    | Feb 23 | 6:00 p.m. | City Council Meeting                                  |
| Tuesday   | Feb 24 | 6:30 p.m. | Public Works, Environment & Transportation Commission |

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

Date: 2/09/09

Item: 6.a

Minutes of 1/26/09

No Attachment

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 2/09/2009  
Item No.: 7.a

Department Approval

City Manager Approval

*Chris K. Miller*

*W. J. Mahinen*

Item Description: Approval of Payments

**BACKGROUND**

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

| Check Series # | Amount       |
|----------------|--------------|
| ACH Payments   | \$98,412.35  |
| 54165-54293    | \$283,558.24 |
| Total          | \$381,970.59 |

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

**POLICY OBJECTIVE**

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

**FINANCIAL IMPACTS**

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

**STAFF RECOMMENDATION**

Staff recommends approval of all payment of claims.

**REQUESTED COUNCIL ACTION**

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: Checks for Approval Report

# Accounts Payable

## Checks for Approval

User: mjenson

Printed: 02/03/2009 - 4:30 PM

| Check Number | Check Date | Fund Name                  | Account Name          | Vendor Name                    | Description                           | Amount    |
|--------------|------------|----------------------------|-----------------------|--------------------------------|---------------------------------------|-----------|
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies      | Catco Parts & Service Inc      | 2008 Blanket PO for Vehicle Repairs   | 113.53    |
| 0            | 01/21/2009 | Recreation Fund            | Contract Maintenance  | Green View Inc.                | Ice Arena Cleaning                    | 2,080.80  |
| 0            | 01/21/2009 | Recreation Fund            | Use Tax Payable       | Green View Inc.                | Sales/Use Tax                         | -126.99   |
| 0            | 01/21/2009 | Recreation Fund            | Advertising           | Star Tribune                   | Advertising                           | 312.00    |
| 0            | 01/21/2009 | General Fund               | Professional Services | Ratwik, Roszak & Maloney, PA   | Legal Services                        | 10,448.84 |
| 0            | 01/21/2009 | General Fund               | Professional Services | Ratwik, Roszak & Maloney, PA   | Legal Services                        | 78.00     |
| 0            | 01/21/2009 | P & R Contract Maintenance | Operating Supplies    | North Heights Hardware Hank    | Window Parts                          | 71.36     |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 125.00    |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | Information Technology     | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 62.00     |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 463.00    |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 62.00     |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 93.00     |
| 0            | 01/21/2009 | Recreation Fund            | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 62.00     |
| 0            | 01/21/2009 | Recreation Fund            | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | P & R Contract Maintenance | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 124.00    |
| 0            | 01/21/2009 | General Fund               | Employer Insurance    | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |

| Check Number | Check Date | Fund Name                  | Account Name                   | Vendor Name                    | Description                           | Amount    |
|--------------|------------|----------------------------|--------------------------------|--------------------------------|---------------------------------------|-----------|
| 0            | 01/21/2009 | Community Development      | Employer Insurance             | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | Community Development      | Employer Insurance             | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | License Center             | Employer Insurance             | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | Water Fund                 | Employer Insurance             | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 31.00     |
| 0            | 01/21/2009 | Risk Management            | Employer Insurance             | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | -1,270.00 |
| 0            | 01/21/2009 | Risk Management            | Employer Insurance             | Delta Dental Plan of Minnesota | Dental Insurance Premium for Dec 2008 | 8,212.64  |
| 0            | 01/21/2009 | Recreation Fund            | Contract Maintenance           | DMX Music                      | DMX-SVC Labor                         | 198.62    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Grainger Inc                   | Adjustable Wrenches                   | 99.64     |
| 0            | 01/21/2009 | General Fund               | Miscellaneous                  | Grainger Inc                   | Safety Cabinet                        | 1,003.54  |
| 0            | 01/21/2009 | Police Forfeiture Fund     | Professional Services          | Streicher's                    | Projectiles, Latex Gloves             | 263.03    |
| 0            | 01/21/2009 | General Fund               | Operating Supplies             | Streicher's                    | Drug Test Kits                        | 107.52    |
| 0            | 01/21/2009 | General Fund               | Contract Maintenance Vehicles  | Mister Car Wash                | Car Washes-Dec 2008                   | 134.16    |
| 0            | 01/21/2009 | P & R Contract Maintenance | Professional Services          | Safety Kleen Systems           | Liquid Waste Disposal                 | 331.66    |
| 0            | 01/21/2009 | Recreation Fund            | Clothing                       | North Image Apparel, Inc.      | Industrial Shirts                     | 186.00    |
| 0            | 01/21/2009 | General Fund               | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 24.40     |
| 0            | 01/21/2009 | General Fund               | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 30.68     |
| 0            | 01/21/2009 | General Fund               | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 969.40    |
| 0            | 01/21/2009 | General Fund               | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 151.69    |
| 0            | 01/21/2009 | General Fund               | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 157.18    |
| 0            | 01/21/2009 | General Fund               | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 289.07    |
| 0            | 01/21/2009 | Recreation Fund            | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 69.11     |
| 0            | 01/21/2009 | Community Development      | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 93.73     |
| 0            | 01/21/2009 | License Center             | Office Supplies                | Innovative Office Solutions    | Office Supplies                       | 123.86    |
| Check Total: |            |                            |                                |                                |                                       | 25,423.47 |
| 0            | 01/21/2009 | General Fund               | Training                       | Century College                | Law Enforcement Training              | 2,670.00  |
| 0            | 01/21/2009 | General Fund               | Memberships & Subscriptions    | ATOM                           | 2009 Membership-Sletner               | 200.00    |
| 0            | 01/21/2009 | General Fund               | Training                       | ATOM                           | Marksmanship Class-Engl               | 275.00    |
| 0            | 01/21/2009 | Community Development      | Transportation                 | Jan Rosemeyer                  | Mileage Reimbursement                 | 18.15     |
| 0            | 01/21/2009 | Recreation Fund            | Professional Services          | Caitlin Bean                   | Assistant Dance Instructor            | 42.00     |
| 0            | 01/21/2009 | Recreation Fund            | Professional Services          | Rebecca Fandrich               | Assistant Dance Instructor            | 7.00      |
| 0            | 01/21/2009 | Recreation Fund            | Professional Services          | Alaina Bean                    | Assistant Dance Instructor            | 74.00     |
| 0            | 01/21/2009 | Telecommunications         | Operating Supplies             | Tim Pratt                      | Reimbursement for CD Cases            | 35.21     |
| 0            | 01/21/2009 | General Fund               | 211403 - Day Care Expense Ded. |                                | Dependent Care Reimbursement          | 192.31    |
| 0            | 01/21/2009 | General Fund               | 211403 - Day Care Expense Ded. |                                | Dependent Care Reimbursement          | 120.00    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Force America, Inc.            | Mini Joystick, Internal Harness       | 109.57    |
| 0            | 01/21/2009 | General Fund               | Contract Maintenance Vehicles  | Midway Ford Co                 | Repair Engine                         | 417.47    |

| Check Number | Check Date | Fund Name                  | Account Name                   | Vendor Name                    | Description                         | Amount    |
|--------------|------------|----------------------------|--------------------------------|--------------------------------|-------------------------------------|-----------|
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | MacQueen Equipment             | Pin                                 | 66.90     |
| 0            | 01/21/2009 | Recreation Fund            | Contract Maintenance           | Prowire, Inc.                  | Security Monitoring                 | 511.20    |
| 0            | 01/21/2009 | Recreation Fund            | Contract Maintenance           | Prowire, Inc.                  | Security Monitoring                 | 255.60    |
| 0            | 01/21/2009 | Recreation Fund            | Professional Services          | Metro Volleyball Officials     | Volleyball Officiating              | 980.50    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Factory Motor Parts            | Brake Pads, Rotors                  | 461.16    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Factory Motor Parts            | Brake Pads                          | 102.36    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Factory Motor Parts            | AL6510X                             | 199.86    |
| 0            | 01/21/2009 | General Fund               | Op Supplies - City Hall        | Eagle Clan Enterprises, Inc    | Towels, Toilet Tissue               | 427.60    |
| 0            | 01/21/2009 | General Fund               | Operating Supplies City Garage | Eagle Clan Enterprises, Inc    | Red Buffing Pad                     | 25.24     |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Gopher Bearing. Corp.          | Flange Bearing                      | 180.67    |
| 0            | 01/21/2009 | Police Forfeiture Fund     | Professional Services          | Streichers                     | Replacement HPA Bottle              | 149.09    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Ziegler Inc                    | Parts                               | 201.26    |
| 0            | 01/21/2009 | General Fund               | Vehicle Supplies               | Carlson Tractor & Equip. Co.   | Water Pump                          | 79.63     |
| Check Total: |            |                            |                                |                                |                                     | 7,801.78  |
| 0            | 01/28/2009 | Recreation Fund            | Professional Services          | Carole Gernes                  | Preschool Programs                  | 90.00     |
| 0            | 01/28/2009 | Municipal Jazz Band        | Professional Services          | Glen Newton                    | Big Band Director-Jan 2009          | 225.00    |
| 0            | 01/28/2009 | Community Development      | Office Supplies                | Jamie Radel                    | Reimbursement                       | 40.05     |
| 0            | 01/28/2009 | General Fund               | 211403 - Day Care Expense Ded. |                                | Dependent Care Reimbursement        | 180.00    |
| 0            | 01/28/2009 | General Fund               | 211402 - HCMA - Medical Exp.   |                                | Flexible Benefit Reimbursement      | 300.00    |
| 0            | 01/28/2009 | General Fund               | 211000 - Deferered Comp.       | ICMA Retirement Trust 457-3002 | Payroll Deduction for 1/27 Payroll  | 5,554.18  |
| 0            | 01/28/2009 | General Fund               | 211402 - HCMA - Medical Exp.   |                                | Flexible Benefit Reimbursement      | 278.00    |
| 0            | 01/28/2009 | General Fund               | 211403 - Day Care Expense Ded. |                                | Dependent Care Reimbursement        | 152.30    |
| 0            | 01/28/2009 | General Fund               | 210700 - Minnesota Benefit Ded | MN Benefit Association         | Payroll Deduction for 1/27 Payroll  | 1,075.25  |
| 0            | 01/28/2009 | General Fund               | Vehicle Supplies               | Factory Motor Parts            | Battery                             | 56.43     |
| 0            | 01/28/2009 | General Fund               | Vehicle Supplies               | Factory Motor Parts            | Battery                             | 31.61     |
| 0            | 01/28/2009 | General Fund               | Contract Maintenance Vehicles  | Minnesota Spring & Suspension  | Shop Supplies                       | 703.81    |
| 0            | 01/28/2009 | General Fund               | Motor Fuel                     | Kath Fuel Oil Service, Inc.    | Motor Fuel                          | 13,201.75 |
| 0            | 01/28/2009 | Recreation Fund            | Professional Services          | Metro Volleyball Officials     | Volleyball Officiating              | 980.50    |
| 0            | 01/28/2009 | Solid Waste Recycle        | Professional Services          | Eureka Recycling               | Curbside Recycling                  | 33,336.56 |
| 0            | 01/28/2009 | General Fund               | Office Supplies                | Unisource Worldwide-No Central | Copy Paper                          | 670.05    |
| 0            | 01/28/2009 | General Fund               | Office Supplies                | Unisource Worldwide-No Central | Copy Paper                          | 335.02    |
| 0            | 01/28/2009 | General Fund               | Contract Maintenance           | Ancom Communications, Inc.     | Technical Service                   | 16.50     |
| 0            | 01/28/2009 | Golf Course                | Operating Supplies             | Hornungs Pro Golf Sales, Inc.  | Ball Markers, Repair Tools, Putters | 272.48    |
| 0            | 01/28/2009 | Golf Course                | Merchandise For Sale           | Hornungs Pro Golf Sales, Inc.  | Ball Markers, Repair Tools, Putters | 105.31    |
| 0            | 01/28/2009 | General Fund               | Op Supplies - City Hall        | Grainger Inc                   | Lamp                                | 24.98     |
| 0            | 01/28/2009 | Recreation Fund            | Memberships & Subscriptions    | DMX Music                      | Music-Skating Center                | 143.25    |
| 0            | 01/28/2009 | P & R Contract Maintenance | Operating Supplies             | Gopher Bearing. Corp.          | Ball Bearings                       | 68.32     |
| 0            | 01/28/2009 | Recreation Fund            | Clothing                       | North Image Apparel, Inc.      | Clothing                            | 618.00    |
| 0            | 01/28/2009 | P & R Contract Maintenance | Clothing                       | North Image Apparel, Inc.      | Clothing                            | 2,413.00  |
| 0            | 01/28/2009 | Sanitary Sewer             | Clothing                       | North Image Apparel, Inc.      | Clothing                            | 932.50    |
| 0            | 01/28/2009 | Water Fund                 | Clothing                       | North Image Apparel, Inc.      | Clothing                            | 765.75    |
| 0            | 01/28/2009 | General Fund               | Clothing                       | North Image Apparel, Inc.      | Clothing                            | 1,822.00  |

| Check Number | Check Date | Fund Name           | Account Name                  | Vendor Name                   | Description                           | Amount    |
|--------------|------------|---------------------|-------------------------------|-------------------------------|---------------------------------------|-----------|
| 0            | 01/28/2009 | Storm Drainage      | Clothing                      | North Image Apparel, Inc.     | Clothing                              | 794.50    |
|              |            |                     |                               |                               | Check Total:                          | 65,187.10 |
| 54165        | 01/20/2009 | Sanitary Sewer      | Training                      | MN Pollution Control Agency   | Certification Exam-Ross, Fish, Wende; | 96.00     |
|              |            |                     |                               |                               | Check Total:                          | 96.00     |
| 54166        | 01/21/2009 | General Fund        | Operating Supplies            | Accurant - Acct #1010287      | People Searches                       | 120.85    |
|              |            |                     |                               |                               | Check Total:                          | 120.85    |
| 54167        | 01/21/2009 | General Fund        | Professional Services         | BCA-CJIS Section              | RVA, RVC, RVE, F, G, H, I             | 840.00    |
|              |            |                     |                               |                               | Check Total:                          | 840.00    |
| 54168        | 01/21/2009 | Recreation Fund     | Figure Skate School           | Marina Brockway               | Skating School Refund                 | 135.87    |
|              |            |                     |                               |                               | Check Total:                          | 135.87    |
| 54169        | 01/21/2009 | General Fund        | Medical Services              | ChoicePoint Services, Inc.    | Enrollement Changes                   | 96.00     |
|              |            |                     |                               |                               | Check Total:                          | 96.00     |
| 54170        | 01/21/2009 | General Fund        | Non Business Licenses - Pawn  | City of Minneapolis           | Pawn Transcations-Nov 08              | 1,659.00  |
|              |            |                     |                               |                               | Check Total:                          | 1,659.00  |
| 54171        | 01/21/2009 | Recreation Fund     | Operating Supplies            | Coof Air Mechanical, Inc.     | Oil Filter Case                       | 400.38    |
|              |            |                     |                               |                               | Check Total:                          | 400.38    |
| 54172        | 01/21/2009 | Charitable Gambling | Professional Services - Bingo | Cornell Kahler Shidell & Mair | Midway Speedskating-Dec 2008 Bingo    | 2,109.24  |
| 54172        | 01/21/2009 | Charitable Gambling | Professional Services - Bingo | Cornell Kahler Shidell & Mair | Rsvl Youth Hockey-Dec 2008 Bingo      | 1,871.10  |
|              |            |                     |                               |                               | Check Total:                          | 3,980.34  |
| 54173        | 01/21/2009 | General Fund        | Contract Maintnenace          | Embedded Systems, Inc.        | Tornado Siren #1 Repair               | 127.50    |
|              |            |                     |                               |                               | Check Total:                          | 127.50    |

| Check Number | Check Date | Fund Name                  | Account Name           | Vendor Name                    | Description                           | Amount   |
|--------------|------------|----------------------------|------------------------|--------------------------------|---------------------------------------|----------|
| 54174        | 01/21/2009 | General Fund               | Contract Maintenance   | Fed Ex                         | Shipping                              | 48.53    |
|              |            |                            |                        |                                | Check Total:                          | 48.53    |
| 54175        | 01/21/2009 | Recreation Fund            | Professional Services  | Janus Elevator Products, Inc.  | PBX Repair                            | 69.72    |
|              |            |                            |                        |                                | Check Total:                          | 69.72    |
| 54176        | 01/21/2009 | Recreation Fund            | Advertising            | Let's Play, Inc.               | Advertising                           | 236.32   |
|              |            |                            |                        |                                | Check Total:                          | 236.32   |
| 54177        | 01/21/2009 | Recreation Fund            | Advertising            | Lillie Suburban Newspaper Inc  | Advertising                           | 266.40   |
|              |            |                            |                        |                                | Check Total:                          | 266.40   |
| 54178        | 01/21/2009 | General Fund               | Operating Supplies     | Mn Dept of Employment & Econ D | Unemployment Benefits-4th Qtr 2008    | 25.00    |
| 54178        | 01/21/2009 | Recreation Fund            | Unemployment Insurance | Mn Dept of Employment & Econ D | Unemployment Benefits-4th Qtr 2008    | 204.10   |
| 54178        | 01/21/2009 | P & R Contract Maintenance | Unemployment Insurance | Mn Dept of Employment & Econ D | Unemployment Benefits-4th Qtr 2008    | 2,232.00 |
| 54178        | 01/21/2009 | Recreation Fund            | Unemployment Insurance | Mn Dept of Employment & Econ D | Unemployment Benefits-4th Qtr 2008    | 168.50   |
| 54178        | 01/21/2009 | P & R Contract Maintenance | Unemployment Insurance | Mn Dept of Employment & Econ D | Unemployment Benefits-4th Qtr 2008    | 1,703.36 |
|              |            |                            |                        |                                | Check Total:                          | 4,332.96 |
| 54179        | 01/21/2009 | Community Development      | Building Surcharge     | MN Dept of Labor and Industry  | Building Inspection Surcharges-Dec 08 | 1,364.55 |
| 54179        | 01/21/2009 | Community Development      | Miscellaneous Revenue  | MN Dept of Labor and Industry  | Building Inspection Retention-Dec 08  | -27.29   |
|              |            |                            |                        |                                | Check Total:                          | 1,337.26 |
| 54180        | 01/21/2009 | Recreation Fund            | Vehicle Supplies       | Northern Power Products Inc.   | Gov Spring                            | 9.72     |
|              |            |                            |                        |                                | Check Total:                          | 9.72     |
| 54181        | 01/21/2009 | P & R Contract Maintenance | Rental                 | On Site Sanitation, Inc.       | Regular Monthly Service-Dec 08        | 50.06    |
| 54181        | 01/21/2009 | P & R Contract Maintenance | Rental                 | On Site Sanitation, Inc.       | Regular Monthly Service-Dec 08        | 55.39    |
| 54181        | 01/21/2009 | P & R Contract Maintenance | Rental                 | On Site Sanitation, Inc.       | Regular Monthly Service-Dec 08        | 49.40    |
| 54181        | 01/21/2009 | P & R Contract Maintenance | Rental                 | On Site Sanitation, Inc.       | Regular Monthly Service-Dec 08        | 27.54    |
|              |            |                            |                        |                                | Check Total:                          | 182.39   |
| 54182        | 01/21/2009 | General Fund               | Operating Supplies     | Petco Animal Supplies, Inc.    | K9 Food                               | 100.32   |
| 54182        | 01/21/2009 | General Fund               | Operating Supplies     | Petco Animal Supplies, Inc.    | K9 Food                               | 94.86    |

| Check Number | Check Date | Fund Name                   | Account Name          | Vendor Name                    | Description                      | Amount    |
|--------------|------------|-----------------------------|-----------------------|--------------------------------|----------------------------------|-----------|
|              |            |                             |                       |                                | Check Total:                     | 195.18    |
| 54183        | 01/21/2009 | Recreation Fund             | Advertising           | Pioneer Press                  | Advertising                      | 124.68    |
|              |            |                             |                       |                                | Check Total:                     | 124.68    |
| 54184        | 01/21/2009 | Recreation Fund             | Contract Maintenance  | Printers Service Inc           | Ice Knife Sharpening             | 393.00    |
|              |            |                             |                       |                                | Check Total:                     | 393.00    |
| 54185        | 01/21/2009 | General Fund                | Dispatching Services  | Ramsey County                  | 911 Dispatch Service             | 13,232.58 |
|              |            |                             |                       |                                | Check Total:                     | 13,232.58 |
| 54186        | 01/21/2009 | Singles Program             | Operating Supplies    | Ron Rieschl                    | Single Supplies Reimbursement    | 20.00     |
|              |            |                             |                       |                                | Check Total:                     | 20.00     |
| 54187        | 01/21/2009 | Sanitary Sewer              | Telephone             | Sprint                         | Cell Phones                      | 45.39     |
| 54187        | 01/21/2009 | Information Technology      | Telephone             | Sprint                         | Cell Phones                      | 136.18    |
| 54187        | 01/21/2009 | General Fund                | Contract Maintenance  | Sprint                         | Cell Phones                      | 68.47     |
|              |            |                             |                       |                                | Check Total:                     | 250.04    |
| 54188        | 01/21/2009 | TIF District #17-Twin Lakes | Contractor Payments   | SRF Consulting Group, Inc.     | Twin Lakes Infrastructure Update | 1,796.79  |
|              |            |                             |                       |                                | Check Total:                     | 1,796.79  |
| 54189        | 01/21/2009 | Community Development       | Electrical Permits    | Dan and Diane Strike           | Electric Permit Refund           | 35.00     |
|              |            |                             |                       |                                | Check Total:                     | 35.00     |
| 54190        | 01/21/2009 | Police - DWI Enforcement    | Professional Services | Twin Cities Transport & Recove | Towing                           | 90.53     |
| 54190        | 01/21/2009 | Police - DWI Enforcement    | Professional Services | Twin Cities Transport & Recove | Towing                           | 90.53     |
| 54190        | 01/21/2009 | Police - DWI Enforcement    | Professional Services | Twin Cities Transport & Recove | Towing                           | 90.53     |
|              |            |                             |                       |                                | Check Total:                     | 271.59    |
| 54191        | 01/21/2009 | General Fund                | Clothing              | Uniforms Unlimited, Inc.       | Streetgear-Case 08-36794         | 68.50     |

| Check Number | Check Date | Fund Name                  | Account Name                  | Vendor Name                    | Description                  | Amount |
|--------------|------------|----------------------------|-------------------------------|--------------------------------|------------------------------|--------|
| Check Total: |            |                            |                               |                                |                              | 68.50  |
| 54192        | 01/21/2009 | General Fund               | Memberships & Subscriptions   | AMEM-Assoc. of MN Emerg. Manag | 2009 Dues-O'Neill            | 100.00 |
| 54192        | 01/21/2009 | General Fund               | Memberships & Subscriptions   | AMEM-Assoc. of MN Emerg. Manag | 2009 Dues-Marshall, Arneson  | 135.00 |
| Check Total: |            |                            |                               |                                |                              | 235.00 |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | Jacket                       | 31.63  |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | Pants, Jackets               | 217.10 |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | Caps                         | 255.00 |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | Zip Boot                     | 93.30  |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | 8" Boot                      | 99.50  |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | Patches                      | 4.26   |
| 54193        | 01/21/2009 | General Fund               | Clothing                      | Aspen Mills Inc.               | SCBA Bag                     | 208.00 |
| Check Total: |            |                            |                               |                                |                              | 908.79 |
| 54194        | 01/21/2009 | Community Development      | Deposits                      | Bald Eagle Builders            | Construction Deposit Refund  | 400.00 |
| Check Total: |            |                            |                               |                                |                              | 400.00 |
| 54195        | 01/21/2009 | P & R Contract Maintenance | Clothing                      | Mark Bartholomew               | Boots Per Union Contract     | 159.99 |
| Check Total: |            |                            |                               |                                |                              | 159.99 |
| 54196        | 01/21/2009 | General Fund               | Memberships & Subscriptions   | Capitol City Reg 1 Firefighter | 2009 Regional Dues           | 50.00  |
| Check Total: |            |                            |                               |                                |                              | 50.00  |
| 54197        | 01/21/2009 | General Fund               | Clothing                      | Cintas Corporation #470        | Uniform Cleaning             | 33.20  |
| 54197        | 01/21/2009 | P & R Contract Maintenance | Clothing                      | Cintas Corporation #470        | Uniform Cleaning             | 2.66   |
| Check Total: |            |                            |                               |                                |                              | 35.86  |
| 54198        | 01/21/2009 | General Fund               | Vehicle Supplies              | Crysteel Truck Equipment, Inc. | Wings Return Spring, Eyebolt | 95.53  |
| Check Total: |            |                            |                               |                                |                              | 95.53  |
| 54199        | 01/21/2009 | General Fund               | Contract Maintenance Vehicles | Custom Fire Aparatus, Inc.     | Coolant Pump                 | 261.91 |
| 54199        | 01/21/2009 | General Fund               | Use Tax Payable               | Custom Fire Aparatus, Inc.     | Sales/Use Tax                | -15.98 |

| Check Number | Check Date | Fund Name              | Account Name                | Vendor Name                   | Description                 | Amount   |
|--------------|------------|------------------------|-----------------------------|-------------------------------|-----------------------------|----------|
| Check Total: |            |                        |                             |                               |                             | 245.93   |
| 54200        | 01/21/2009 | Recreation Fund        | Advertising                 | Dex Media East LLC            | Yellow Pages Advertising    | 39.00    |
| 54200        | 01/21/2009 | Golf Course            | Advertising                 | Dex Media East LLC            | Yellow Pages Advertising    | 39.00    |
| Check Total: |            |                        |                             |                               |                             | 78.00    |
| 54201        | 01/21/2009 | General Fund           | Memberships & Subscriptions | Fire Engineering              | 2009 Dues                   | 44.95    |
| Check Total: |            |                        |                             |                               |                             | 44.95    |
| 54202        | 01/21/2009 | Recreation Fund        | Rental                      | Fun Jumps Entertainment, Inc. | Deposit for July 4 Rental   | 597.80   |
| Check Total: |            |                        |                             |                               |                             | 597.80   |
| 54203        | 01/21/2009 | Recreation Fund        | Professional Services       | George Henly                  | RBB Performance Loading     | 20.00    |
| Check Total: |            |                        |                             |                               |                             | 20.00    |
| 54204        | 01/21/2009 | General Fund           | Training                    | Hennepin Technical College    | EMT Test                    | 80.00    |
| Check Total: |            |                        |                             |                               |                             | 80.00    |
| 54205        | 01/21/2009 | Information Technology | Computer Equipment          | Hewlett-Packard Company       | Computer Equipment          | 1,303.83 |
| Check Total: |            |                        |                             |                               |                             | 1,303.83 |
| 54206        | 01/21/2009 | Recreation Fund        | Operating Supplies          | Ice Skating Institute         | Ice Show Endorsement        | 25.00    |
| Check Total: |            |                        |                             |                               |                             | 25.00    |
| 54207        | 01/21/2009 | General Fund           | Training                    | League of MN Cities           | Reducing Energy Costs-2009  | 40.00    |
| Check Total: |            |                        |                             |                               |                             | 40.00    |
| 54208        | 01/21/2009 | Recreation Fund        | Fee Program Revenue         | Dorothy Mangle                | Old Log Theater Trip Refund | 52.00    |
| 54208        | 01/21/2009 | Recreation Fund        | Fee Program Revenue         | Dorothy Mangle                | Old Log Theater Trip Refund | 3.00     |
| Check Total: |            |                        |                             |                               |                             | 55.00    |

| Check Number | Check Date | Fund Name       | Account Name                | Vendor Name                    | Description                           | Amount |
|--------------|------------|-----------------|-----------------------------|--------------------------------|---------------------------------------|--------|
| 54209        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MAWP                           | 2009 Membership-Sletner               | 30.00  |
|              |            |                 |                             |                                | Check Total:                          | 30.00  |
| 54210        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MCPA                           | 2009 Membership-Mahmud                | 45.00  |
|              |            |                 |                             |                                | Check Total:                          | 45.00  |
| 54211        | 01/21/2009 | General Fund    | Memberships & Subscriptions | Metro Fire Officers Assoc.     | 2009 Dues-Gasaway, O'Neill            | 200.00 |
|              |            |                 |                             |                                | Check Total:                          | 200.00 |
| 54212        | 01/21/2009 | Recreation Fund | Professional Services       | Megan Miner                    | Assistant Dance Instructor            | 32.00  |
|              |            |                 |                             |                                | Check Total:                          | 32.00  |
| 54213        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MN Chiefs of Police Assoc      | 2009 Membership-Sletner               | 215.00 |
| 54213        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MN Chiefs of Police Assoc      | 2009 Membership-Mathwig               | 105.00 |
| 54213        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MN Chiefs of Police Assoc      | 2009 Membership-Rosand                | 105.00 |
|              |            |                 |                             |                                | Check Total:                          | 425.00 |
| 54214        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MN State Fire Chiefs Associati | 2009 Dues-Gasaway, O'Neill, Brosnahan | 145.00 |
|              |            |                 |                             |                                | Check Total:                          | 145.00 |
| 54215        | 01/21/2009 | Recreation Fund | Fee program Revenue         | Fred Moore                     | AARP Drivers Class Refund             | 28.00  |
| 54215        | 01/21/2009 | Recreation Fund | Fee Program Revenue         | Fred Moore                     | AARP Drivers Class Refund             | 8.00   |
|              |            |                 |                             |                                | Check Total:                          | 36.00  |
| 54216        | 01/21/2009 | General Fund    | Memberships & Subscriptions | MSSA                           | 2009 Membership-Zweber                | 35.00  |
|              |            |                 |                             |                                | Check Total:                          | 35.00  |
| 54217        | 01/21/2009 | General Fund    | Memberships & Subscriptions | NFPA                           | 2009 Dues-Gasaway                     | 150.00 |
|              |            |                 |                             |                                | Check Total:                          | 150.00 |
| 54218        | 01/21/2009 | Recreation Fund | Professional Services       | Bob Nielsen                    | Use of Van                            | 25.00  |

| Check Number | Check Date | Fund Name                  | Account Name                   | Vendor Name            | Description                             | Amount |
|--------------|------------|----------------------------|--------------------------------|------------------------|-----------------------------------------|--------|
|              |            |                            |                                |                        | Check Total:                            | 25.00  |
| 54219        | 01/21/2009 | Community Development      | Professional Services          | Paduan Press           | Copyediting Comprehensive Plan          | 105.00 |
|              |            |                            |                                |                        | Check Total:                            | 105.00 |
| 54220        | 01/21/2009 | General Fund               | Professional Services          | Performance Plus, Inc. | Mask Fit Testing                        | 120.00 |
|              |            |                            |                                |                        | Check Total:                            | 120.00 |
| 54221        | 01/21/2009 | General Fund               | 211403 - Day Care Expense Ded. |                        | Dependent Care Reimbursement            | 184.62 |
|              |            |                            |                                |                        | Check Total:                            | 184.62 |
| 54222        | 01/21/2009 | Municipal Jazz Band        | Operating Supplies             | Richfield Bus Company  | Bus for RBB Performance at Carleton Col | 626.50 |
|              |            |                            |                                |                        | Check Total:                            | 626.50 |
| 54223        | 01/21/2009 | General Fund               | Operating Supplies             | Sam's Club             | Supplies                                | 379.58 |
|              |            |                            |                                |                        | Check Total:                            | 379.58 |
| 54224        | 01/21/2009 | P & R Contract Maintenance | Clothing                       | Matt Schlosser         | Boots Per Union Contract                | 59.99  |
|              |            |                            |                                |                        | Check Total:                            | 59.99  |
| 54225        | 01/21/2009 | Recreation Fund            | Fee Program Revenue            | Marilyn St. Martin     | Old Log Theater Trip Refund             | 52.00  |
| 54225        | 01/21/2009 | Recreation Fund            | Fee Program Revenue            | Marilyn St. Martin     | Old Log Theater Trip Refund             | 3.00   |
|              |            |                            |                                |                        | Check Total:                            | 55.00  |
| 54226        | 01/21/2009 | General Fund               | Professional Services          | Sheila Stowell         | Human Rights Commission Minutes         | 138.00 |
| 54226        | 01/21/2009 | General Fund               | Professional Services          | Sheila Stowell         | Mileage Reimbursement                   | 4.79   |
| 54226        | 01/21/2009 | General Fund               | Professional Services          | Sheila Stowell         | City Council Meeting Minutes            | 161.00 |
| 54226        | 01/21/2009 | General Fund               | Professional Services          | Sheila Stowell         | Mileage Reimbursement                   | 9.58   |
| 54226        | 01/21/2009 | General Fund               | Professional Services          | Sheila Stowell         | City Council Meeting Minutes            | 276.00 |
| 54226        | 01/21/2009 | General Fund               | Professional Services          | Sheila Stowell         | Mileage Reimbursement                   | 4.79   |
| 54226        | 01/21/2009 | Community Development      | Professional Services          | Sheila Stowell         | Variance Board Minutes                  | 201.25 |
| 54226        | 01/21/2009 | Community Development      | Professional Services          | Sheila Stowell         | Mileage Reimbursement                   | 4.79   |

| Check Number | Check Date | Fund Name             | Account Name                   | Vendor Name                   | Description                    | Amount |
|--------------|------------|-----------------------|--------------------------------|-------------------------------|--------------------------------|--------|
|              |            |                       |                                |                               | Check Total:                   | 800.20 |
| 54227        | 01/21/2009 | General Fund          | Memberships & Subscriptions    | Tallen & Baertschi            | Police Briefs Renewal          | 115.00 |
|              |            |                       |                                |                               | Check Total:                   | 115.00 |
| 54228        | 01/21/2009 | General Fund          | Vehicle Supplies               | Tousley Ford Inc              | Vehicle Repair                 | 488.38 |
| 54228        | 01/21/2009 | General Fund          | Vehicle Supplies               | Tousley Ford Inc              | Name Plate                     | 14.38  |
|              |            |                       |                                |                               | Check Total:                   | 502.76 |
| 54229        | 01/21/2009 | General Fund          | Vehicle Supplies               | Tri State Bobcat              | Cylinder                       | 234.70 |
|              |            |                       |                                |                               | Check Total:                   | 234.70 |
| 54230        | 01/21/2009 | General Fund          | 211402 - HCMA - Medical Exp.   |                               | Flexible Benefit Reimbursement | 60.00  |
|              |            |                       |                                |                               | Check Total:                   | 60.00  |
| 54231        | 01/21/2009 | General Fund          | Op Supplies - City Hall        | Viking Electric Supply, Inc.  | Electrical Repair              | 336.03 |
| 54231        | 01/21/2009 | General Fund          | Operating Supplies City Garage | Viking Electric Supply, Inc.  | Electrical Repair              | 54.74  |
|              |            |                       |                                |                               | Check Total:                   | 390.77 |
| 54232        | 01/21/2009 | General Fund          | Operating Supplies             | West Payment Center           | 2009 MN Criminal Law Pamphlet  | 342.67 |
|              |            |                       |                                |                               | Check Total:                   | 342.67 |
| 54233        | 01/21/2009 | Recreation Fund       | Fee Program Revenue            | Corinne Wright                | Old Log Theater Trip Refud     | 52.00  |
| 54233        | 01/21/2009 | Recreation Fund       | Fee Program Revenue            | Corinne Wright                | Old Log Theater Trip Refud     | 3.00   |
|              |            |                       |                                |                               | Check Total:                   | 55.00  |
| 54234        | 01/21/2009 | General Fund          | Vehicle Supplies               | Zahl Petroleum Maintenance Co | Curb Pump Hose                 | 244.99 |
|              |            |                       |                                |                               | Check Total:                   | 244.99 |
| 54235        | 01/21/2009 | Community Development | Deposits                       | Zawadski Homes                | Construction Deposit Refund    | 725.00 |

| Check Number | Check Date | Fund Name                  | Account Name                   | Vendor Name                    | Description                           | Amount   |
|--------------|------------|----------------------------|--------------------------------|--------------------------------|---------------------------------------|----------|
|              |            |                            |                                |                                | Check Total:                          | 725.00   |
| 54236        | 01/28/2009 | Community Development      | Training                       | 10,000 Lakes Chapter           | Building Code Training-Trooin, Proulx | 350.00   |
|              |            |                            |                                |                                | Check Total:                          | 350.00   |
| 54237        | 01/28/2009 | General Fund               | Clothing                       | Aspen Mills Inc.               | Shirts, Pants                         | 496.40   |
|              |            |                            |                                |                                | Check Total:                          | 496.40   |
| 54238        | 01/28/2009 | Equipment Replacement      | FunRental - Copier Machines    | Banc of America Leasing        | Copiers Lease Payment                 | 2,875.06 |
|              |            |                            |                                |                                | Check Total:                          | 2,875.06 |
| 54239        | 01/28/2009 | General Fund               | Miscellaneous                  | Meghan Brady                   | Essay Contest                         | 100.00   |
|              |            |                            |                                |                                | Check Total:                          | 100.00   |
| 54240        | 01/28/2009 | Recreation Fund            | Merchandise For Sale           | Brandaid's Inc                 | Jackets                               | 900.00   |
|              |            |                            |                                |                                | Check Total:                          | 900.00   |
| 54241        | 01/28/2009 | License Center             | Contract Maintenance           | Brite-Way Window Cleaning Sv   | Window Cleaning-License Center        | 29.00    |
|              |            |                            |                                |                                | Check Total:                          | 29.00    |
| 54242        | 01/28/2009 | General Fund               | Miscellaneous                  | Jordan Burich                  | Essay Contest                         | 30.00    |
|              |            |                            |                                |                                | Check Total:                          | 30.00    |
| 54243        | 01/28/2009 | Info Tech/Contract Cities  | Arden Hills Computer Equipment | CDW Government, Inc.           | Headset                               | 85.11    |
| 54243        | 01/28/2009 | Info Tech/Contract Cities  | Arden Hills Computer Equipment | CDW Government, Inc.           | CBL Coiled                            | 15.28    |
|              |            |                            |                                |                                | Check Total:                          | 100.39   |
| 54244        | 01/28/2009 | P & R Contract Maintenance | Operating Supplies             | Central Power Distributors Inc | Drive Disc, Bushing                   | 20.79    |
|              |            |                            |                                |                                | Check Total:                          | 20.79    |
| 54245        | 01/28/2009 | Sanitary Sewer             | Accounts Payable               | ARTHUR CHRISTENSEN             | Refund check                          | 7.59     |

| Check Number | Check Date | Fund Name                    | Account Name                  | Vendor Name                  | Description                    | Amount    |
|--------------|------------|------------------------------|-------------------------------|------------------------------|--------------------------------|-----------|
| 54245        | 01/28/2009 | Water Fund                   | Accounts Payable              | ARTHUR CHRISTENSEN           | Refund check                   | 16.04     |
| Check Total: |            |                              |                               |                              |                                | 23.63     |
| 54246        | 01/28/2009 | General Fund                 | Clothing                      | Cintas Corporation #470      | Uniform Cleaning               | 33.20     |
| 54246        | 01/28/2009 | P & R Contract Maintenance   | Clothing                      | Cintas Corporation #470      | Uniform Cleaning               | 2.66      |
| Check Total: |            |                              |                               |                              |                                | 35.86     |
| 54247        | 01/28/2009 | General Fund                 | Professional Services         | DLT SOLUTIONS, INC.          | Subscription Renewal           | 2,835.87  |
| Check Total: |            |                              |                               |                              |                                | 2,835.87  |
| 54248        | 01/28/2009 | General Fund                 | Miscellaneous                 | Jingyang Dong                | Essay Contest                  | 50.00     |
| Check Total: |            |                              |                               |                              |                                | 50.00     |
| 54249        | 01/28/2009 | P & R Contract Maintenance   | Operating Supplies            | EESCO                        | Lamps                          | 122.61    |
| 54249        | 01/28/2009 | P & R Contract Maintenance   | Operating Supplies            | EESCO                        | Lamp                           | 61.55     |
| 54249        | 01/28/2009 | P & R Contract Maintenance   | Operating Supplies            | EESCO                        | Lamp                           | 166.27    |
| Check Total: |            |                              |                               |                              |                                | 350.43    |
| 54250        | 01/28/2009 | T.I.F. District # 15 (Allen) | TIF Payment                   | Fairview H A Associates LLC  | 2nd Half TIF Payment-2008      | 12,032.67 |
| Check Total: |            |                              |                               |                              |                                | 12,032.67 |
| 54251        | 01/28/2009 | General Fund                 | Memberships & Subscriptions   | Fire Marshals Assoc of Minn  | 2009 Membership Renewal-Loftus | 35.00     |
| Check Total: |            |                              |                               |                              |                                | 35.00     |
| 54252        | 01/28/2009 | General Fund                 | Contract Maint. - City Garage | Green Lights Recycling, Inc. | Fluorescent Lamp Recycling     | 105.35    |
| Check Total: |            |                              |                               |                              |                                | 105.35    |
| 54253        | 01/28/2009 | General Fund                 | Vehicle Supplies              | GreenImage LLC               | Hyd Quick                      | 287.54    |
| Check Total: |            |                              |                               |                              |                                | 287.54    |
| 54254        | 01/28/2009 | Recreation Fund              | Memberships & Subscriptions   | Ice Skating Institute        | 2009 Membership Dues           | 350.00    |

| Check Number | Check Date | Fund Name              | Account Name                  | Vendor Name                    | Description                       | Amount    |
|--------------|------------|------------------------|-------------------------------|--------------------------------|-----------------------------------|-----------|
| Check Total: |            |                        |                               |                                |                                   | 350.00    |
| 54255        | 01/28/2009 | General Fund           | 211600 - PERA Employers Share | ICMA Retirement Trust 401-1099 | 401a William Malinen              | 309.50    |
| Check Total: |            |                        |                               |                                |                                   | 309.50    |
| 54256        | 01/28/2009 | Telephone              | Telephone                     | Integra Telecom                | Telephone Service                 | 148.68    |
| Check Total: |            |                        |                               |                                |                                   | 148.68    |
| 54257        | 01/28/2009 | Sanitary Sewer         | Accounts Payable              | MARION KODELKA                 | Refund check                      | 1.58      |
| 54257        | 01/28/2009 | Water Fund             | Accounts Payable              | MARION KODELKA                 | Refund check                      | 54.45     |
| Check Total: |            |                        |                               |                                |                                   | 56.03     |
| 54258        | 01/28/2009 | General Fund           | Vehicle Supplies              | Liberty Tire Recycling, LLC    | Tire Recycling                    | 42.86     |
| Check Total: |            |                        |                               |                                |                                   | 42.86     |
| 54259        | 01/28/2009 | General Fund           | Contract Maint. - City Garage | Life Safety Systems            | Duct Smoke Detector Maintenance   | 140.00    |
| Check Total: |            |                        |                               |                                |                                   | 140.00    |
| 54260        | 01/28/2009 | General Fund           | Vehicle Supplies              | Little Falls Machine           | APA, Pin, Bolts                   | 410.39    |
| Check Total: |            |                        |                               |                                |                                   | 410.39    |
| 54261        | 01/28/2009 | General Fund           | Memberships & Subscriptions   | MAGC                           | 2009 MAGC Membership-Pratt, Curti | 120.00    |
| Check Total: |            |                        |                               |                                |                                   | 120.00    |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 2,344.42  |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 3,468.33  |
| 54262        | 01/28/2009 | Information Technology | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 2,614.99  |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 782.66    |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 23,074.78 |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 2,712.00  |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 1,223.33  |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 1,194.99  |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 2,600.99  |
| 54262        | 01/28/2009 | General Fund           | Employer Insurance            | Medica                         | Health Insurance Premium-Feb 2009 | 5,078.33  |

| Check Number | Check Date | Fund Name                  | Account Name                 | Vendor Name                   | Description                          | Amount    |
|--------------|------------|----------------------------|------------------------------|-------------------------------|--------------------------------------|-----------|
| 54262        | 01/28/2009 | General Fund               | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 825.00    |
| 54262        | 01/28/2009 | Telecommunications         | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 1,062.00  |
| 54262        | 01/28/2009 | Recreation Fund            | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 3,238.33  |
| 54262        | 01/28/2009 | Recreation Fund            | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 398.33    |
| 54262        | 01/28/2009 | P & R Contract Maintenance | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 3,391.99  |
| 54262        | 01/28/2009 | Recreation Fund            | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 2,157.33  |
| 54262        | 01/28/2009 | General Fund               | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 959.33    |
| 54262        | 01/28/2009 | Community Development      | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 993.33    |
| 54262        | 01/28/2009 | Community Development      | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 398.33    |
| 54262        | 01/28/2009 | Community Development      | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 595.00    |
| 54262        | 01/28/2009 | Community Development      | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 384.33    |
| 54262        | 01/28/2009 | License Center             | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 4,742.66  |
| 54262        | 01/28/2009 | Sanitary Sewer             | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 595.00    |
| 54262        | 01/28/2009 | Water Fund                 | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 993.33    |
| 54262        | 01/28/2009 | Golf Course                | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 805.00    |
| 54262        | 01/28/2009 | Storm Drainage             | Employer Insurance           | Medica                        | Health Insurance Premium-Feb 2009    | 782.66    |
| 54262        | 01/28/2009 | General Fund               | 211400 - HCMA Insurance Ded. | Medica                        | Cobra                                | 10,906.25 |
| 54262        | 01/28/2009 | General Fund               | 211400 - HCMA Insurance Ded. | Medica                        | Employee Portion                     | 18,066.93 |
| Check Total: |            |                            |                              |                               |                                      | 96,389.95 |
| 54263        | 01/28/2009 | General Fund               | Training                     | MFSCB                         | Firefighter Certification            | 25.00     |
| Check Total: |            |                            |                              |                               |                                      | 25.00     |
| 54264        | 01/28/2009 | Recreation Fund            | Memberships & Subscriptions  | MIAMA                         | Membership Renewal 2009              | 140.00    |
| Check Total: |            |                            |                              |                               |                                      | 140.00    |
| 54265        | 01/28/2009 | Police - DWI Enforcement   | Professional Services        | Mid America Auction           | Forfeited Vehicle Storage Fee        | 60.00     |
| Check Total: |            |                            |                              |                               |                                      | 60.00     |
| 54266        | 01/28/2009 | General Fund               | Memberships & Subscriptions  | MN Chapter IAAI               | 2009 Renewal                         | 25.00     |
| Check Total: |            |                            |                              |                               |                                      | 25.00     |
| 54267        | 01/28/2009 | General Fund               | 211200 - Financial Support   | MN Child Support Payment Cntr | Payroll Deduction for 1/27 Payroll   | 587.50    |
| Check Total: |            |                            |                              |                               |                                      | 587.50    |
| 54268        | 01/28/2009 | Boulevard Landscaping      | Operating Supplies           | Mn Dept of Agriculture        | Pesticide Applicator License Renewal | 10.00     |

| Check Number | Check Date | Fund Name       | Account Name                | Vendor Name                   | Description                        | Amount   |
|--------------|------------|-----------------|-----------------------------|-------------------------------|------------------------------------|----------|
|              |            |                 |                             |                               | Check Total:                       | 10.00    |
| 54269        | 01/28/2009 | General Fund    | MN State Retirement         | MN State Retirement System    | Payroll Deduction for 1/27 Payroll | 4,207.38 |
|              |            |                 |                             |                               | Check Total:                       | 4,207.38 |
| 54270        | 01/28/2009 | Recreation Fund | Building Rental             | Donni Monn                    | Damage Deposit Refund              | 400.00   |
|              |            |                 |                             |                               | Check Total:                       | 400.00   |
| 54271        | 01/28/2009 | General Fund    | Memberships & Subscriptions | MSFCA Conference Fund         | 2009 Dues                          | 240.00   |
|              |            |                 |                             |                               | Check Total:                       | 240.00   |
| 54272        | 01/28/2009 | Recreation Fund | Operating Supplies          | Muska Lighting Center         | Bulbs                              | 48.95    |
|              |            |                 |                             |                               | Check Total:                       | 48.95    |
| 54273        | 01/28/2009 | Recreation Fund | Professional Services       | Bob Nielsen                   | RBB Performance Loading            | 40.00    |
|              |            |                 |                             |                               | Check Total:                       | 40.00    |
| 54274        | 01/28/2009 | General Fund    | Training                    | David Oliver                  | Class Book Reimbursement           | 60.00    |
|              |            |                 |                             |                               | Check Total:                       | 60.00    |
| 54275        | 01/28/2009 | Sanitary Sewer  | Miscellaneous Expense       | John Plummer                  | Sewer Cut Out Claim                | 1,840.00 |
|              |            |                 |                             |                               | Check Total:                       | 1,840.00 |
| 54276        | 01/28/2009 | General Fund    | Miscellaneous               | Connor Polydoroff             | Essay Contest                      | 75.00    |
|              |            |                 |                             |                               | Check Total:                       | 75.00    |
| 54277        | 01/28/2009 | General Fund    | Postage                     | Postmaster- Cashier Window #5 | Presort Fee-Account 2437           | 180.00   |
|              |            |                 |                             |                               | Check Total:                       | 180.00   |
| 54278        | 01/28/2009 | General Fund    | Contract Maint. - City Hall | Pro-Tec Design, Inc.          | Troubleshoot Door Card Readers     | 940.35   |

| Check Number | Check Date | Fund Name       | Account Name                | Vendor Name                    | Description           | Amount     |
|--------------|------------|-----------------|-----------------------------|--------------------------------|-----------------------|------------|
| Check Total: |            |                 |                             |                                |                       | 940.35     |
| 54279        | 01/28/2009 | Recreation Fund | Merchandise For Sale        | ProGuard Sports, Inc.          | Tape, Laces           | 487.87     |
| 54279        | 01/28/2009 | Recreation Fund | Use Tax Payable             | ProGuard Sports, Inc.          | Sales/Use Tax         | -29.77     |
| Check Total: |            |                 |                             |                                |                       | 458.10     |
| 54280        | 01/28/2009 | Telephone       | Telephone                   | Qwest                          | Telephone Service     | 112.52     |
| 54280        | 01/28/2009 | Telephone       | Telephone                   | Qwest                          | Telephone Service     | 38.49      |
| 54280        | 01/28/2009 | Telephone       | Telephone                   | Qwest                          | Telephone Service     | 100.72     |
| 54280        | 01/28/2009 | Telephone       | Falcon Hghts Telephone      | Qwest                          | Telephone Service     | 67.00      |
| Check Total: |            |                 |                             |                                |                       | 318.73     |
| 54281        | 01/28/2009 | General Fund    | 211200 - Financial Support  | Rausch Sturm Israel & Hornik   | Case # CV074555       | 351.16     |
| Check Total: |            |                 |                             |                                |                       | 351.16     |
| 54282        | 01/28/2009 | General Fund    | Miscellaneous               | Anne Raymond                   | Essay Contest         | 30.00      |
| Check Total: |            |                 |                             |                                |                       | 30.00      |
| 54283        | 01/28/2009 | General Fund    | Memberships & Subscriptions | RCLLG                          | 2009 Membership Dues  | 945.00     |
| Check Total: |            |                 |                             |                                |                       | 945.00     |
| 54284        | 01/28/2009 | General Fund    | Employer Pension            | Roseville Firefighter's Relief | 1st Half Contribution | 103,500.00 |
| Check Total: |            |                 |                             |                                |                       | 103,500.00 |
| 54285        | 01/28/2009 | Water Fund      | Accounts Payable            | RYAN PROPERTIES                | Refund check          | 351.31     |
| Check Total: |            |                 |                             |                                |                       | 351.31     |
| 54286        | 01/28/2009 | General Fund    | Miscellaneous               | Sammy Shaker                   | Essay Contest         | 50.00      |
| Check Total: |            |                 |                             |                                |                       | 50.00      |
| 54287        | 01/28/2009 | General Fund    | Telephone                   | Sprint                         | Cell Phones           | 35.40      |
| 54287        | 01/28/2009 | General Fund    | Telephone                   | Sprint                         | Cell Phones           | 105.56     |

| Check Number | Check Date | Fund Name                  | Account Name                  | Vendor Name                | Description                      | Amount   |
|--------------|------------|----------------------------|-------------------------------|----------------------------|----------------------------------|----------|
| 54287        | 01/28/2009 | Information Technology     | Telephone                     | Sprint                     | Cell Phones                      | 241.35   |
| 54287        | 01/28/2009 | Recreation Fund            | Telephone                     | Sprint                     | Cell Phones                      | 104.71   |
| 54287        | 01/28/2009 | General Fund               | Telephone                     | Sprint                     | Cell Phones                      | 35.19    |
| 54287        | 01/28/2009 | Community Development      | Telephone                     | Sprint                     | Cell Phones                      | 302.36   |
| Check Total: |            |                            |                               |                            |                                  | 824.57   |
| 54288        | 01/28/2009 | General Fund               | Vehicle Supplies              | St. Joseph Equipment       | .                                | 193.44   |
| Check Total: |            |                            |                               |                            |                                  | 193.44   |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 26.40    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 44.00    |
| 54289        | 01/28/2009 | Information Technology     | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 52.80    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 26.40    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 26.40    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 26.40    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 431.20   |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 52.80    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 79.20    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 70.40    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 17.60    |
| 54289        | 01/28/2009 | Telecommunications         | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 8.80     |
| 54289        | 01/28/2009 | Solid Waste Recycle        | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 8.80     |
| 54289        | 01/28/2009 | Recreation Fund            | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 52.80    |
| 54289        | 01/28/2009 | Recreation Fund            | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 8.80     |
| 54289        | 01/28/2009 | P & R Contract Maintenance | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 61.60    |
| 54289        | 01/28/2009 | Recreation Fund            | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 44.00    |
| 54289        | 01/28/2009 | General Fund               | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 17.60    |
| 54289        | 01/28/2009 | Community Development      | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 52.80    |
| 54289        | 01/28/2009 | Community Development      | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 17.60    |
| 54289        | 01/28/2009 | Community Development      | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 17.60    |
| 54289        | 01/28/2009 | Community Development      | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 8.80     |
| 54289        | 01/28/2009 | License Center             | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 96.80    |
| 54289        | 01/28/2009 | Sanitary Sewer             | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 35.20    |
| 54289        | 01/28/2009 | Water Fund                 | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 44.00    |
| 54289        | 01/28/2009 | Golf Course                | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 8.80     |
| 54289        | 01/28/2009 | Storm Drainage             | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 26.40    |
| 54289        | 01/28/2009 | General Fund               | 210500 - Ramsey Co. Life Ins. | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 1,731.26 |
| 54289        | 01/28/2009 | Golf Course                | Employer Insurance            | Standard Insurance Company | Life Insurance Premium -Feb 2009 | 8.80     |
| Check Total: |            |                            |                               |                            |                                  | 3,104.06 |

| Check Number  | Check Date | Fund Name                  | Account Name                | Vendor Name            | Description                       | Amount     |
|---------------|------------|----------------------------|-----------------------------|------------------------|-----------------------------------|------------|
| 54290         | 01/28/2009 | Municipal Jazz Band        | Operating Supplies          | Sunshine Software Inc  | Domain Name Renewal-Rsvl Big Band | 115.00     |
| Check Total:  |            |                            |                             |                        |                                   | 115.00     |
| 54291         | 01/28/2009 | General Fund               | Contract Maint. - City Hall | Village Plumbing, Inc. | Repair Urinal                     | 89.00      |
| 54291         | 01/28/2009 | General Fund               | Contract Maint. - City Hall | Village Plumbing, Inc. | Replace Flush Valve               | 142.25     |
| Check Total:  |            |                            |                             |                        |                                   | 231.25     |
| 54292         | 01/28/2009 | P & R Contract Maintenance | Operating Supplies          | Wyco Inc               | Bearing, Shaft, Impeller          | 50.40      |
| Check Total:  |            |                            |                             |                        |                                   | 50.40      |
| 54293         | 01/28/2009 | Information Technology     | Telephone                   | XO Communications Inc. | Telephone Service                 | 4,703.58   |
| Check Total:  |            |                            |                             |                        |                                   | 4,703.58   |
| Report Total: |            |                            |                             |                        |                                   | 381,970.59 |

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: February 9, 2009  
Item No.: 7.b

Department Approval

City Manager Approval



**Item Description:**

**Establish a Public Hearing on February 23, 2009 regarding the Lake Owasso Safe Boating Association's Request for Placement of Water Ski Course and Jump on Lake Owasso**

**BACKGROUND**

In 1997 the Lake Owasso Task Force presented a series of recommendations to the City Council. The Council, in the resolution taking action on the recommendations, agreed it would be the policy of the City to provide for public comment at Council meetings regarding requests for permits on the Lake.

**PROPOSED ACTION**

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

**FINANCIAL IMPACTS**

There are no financial impacts to the City

**STAFF RECOMMENDATION**

It is recommended the Council establish a public hearing for the February 23, 2009 meeting to provide for public input. Affected Roseville residents on the Lake will be notified.

**REQUESTED COUNCIL ACTION**

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

Prepared by: Captain Rick Mathwig

  
**REQUEST FOR COUNCIL ACTION**

Date: February 9, 2009  
Item No.: 7.c

Department Approval



City Manager Approval



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

**BACKGROUND**

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

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

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

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

**PROPOSED ACTION**

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

**FINANCIAL IMPACTS**

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

28 **STAFF RECOMMENDATION**

29

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

32 **REQUESTED COUNCIL ACTION**

33

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

37

38

Prepared by: Captain Rick Mathwig

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

AGREEMENT  
FOR  
SUPPLEMENTAL LAW ENFORCEMENT SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNTY OF RAMSEY**

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Patrick O'Conner  
Interim County Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approval Recommended:

\_\_\_\_\_  
Robert Fletcher  
Ramsey County Sheriff

Approved as to form and insurance:

\_\_\_\_\_  
Karen Kushner  
Asst. Ramsey County Attorney

Revenue Estimated \$ \_\_\_\_\_  
Account No. \_\_\_\_\_

\_\_\_\_\_  
Budgeting & Accounting

  
**REQUEST FOR COUNCIL ACTION**

Date: Feb 9, 2009

Item No.: 7.d

Department Approval

City Manager Approval



---

Item Description:                      **2009 SAFE & SOBER CAMPAIGN FUNDING**

---

**BACKGROUND**

The Ramsey County Sheriff's Office (RCSO), along with the New Brighton, Mounds View, St. Anthony, White Bear Lake, Maplewood and Roseville Police Departments submitted an application to the Minnesota Department of Public Safety to receive funds for the 2009 Safe & Sober grant program. It's estimated that the City's portion of grant funds will be approximately \$20,000.

Roseville's Sergeant Rick Wahtera will be coordinating the grant activities for Roseville. Rick has extensive experience with coordinating efforts for Operation Nite Cap, scheduling traffic control details through the State Patrol, commercial vehicle inspections, and also is the Department's representative for AVCAM (a state-wide auto theft prevention organization).

The funds awarded to the Roseville Police Department will cover officer overtime.

**POLICY OBJECTIVE**

Upon approval from the Council to accept the City's portion of the grant funds, Sergeant Wahtera will coordinate scheduling and tracking methods to ensure adequate patrol coverage for all waves of the Safe & Sober Campaign.

**FINANCIAL IMPACTS**

None. There is no city match requirement for this funding.

**STAFF RECOMMENDATION**

The police department is recommending that it be allowed to accept the grant funds to effectively participate in the 2009 Safe & Sober campaign.

**REQUESTED COUNCIL ACTION**

The police department is requesting that the Council motion to allow acceptance of the grant funds to effectively participate in the 2009 Safe & Sober campaign.

Prepared by:

Attachments:     A:

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

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

Department Approval

City Manager Approval

*Christopher K. Miller*

*W. J. Mahinen*

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

**BACKGROUND**

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

General Purchases or Contracts

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

| Department | Vendor         | Item / Description                     | Amount      |
|------------|----------------|----------------------------------------|-------------|
| Stormwater | Vermeer        | Remote control for compost turner unit | \$ 6,637.79 |
| Fire       | Pro-Tec Design | Replace Fire Station access system     | 11,284.36   |

Sale of Surplus Vehicles or Equipment

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

| Department | Item / Description          |
|------------|-----------------------------|
| Fire       | Sale of Ladder Truck #28 ** |

\*\* By reducing the Fire Department's Apparatus Fleet, the Fire Department will save on annual maintenance and required certification testing. The Fire Department will also be able to avoid having to pay in excess of \$8,300 in outstanding repairs.

**POLICY OBJECTIVE**

Required under City Code 103.05.

**FINANCIAL IMPACTS**

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

21 **STAFF RECOMMENDATION**

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

24 **REQUESTED COUNCIL ACTION**

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

27

28

Prepared by: Chris Miller, Finance Director

Attachments: A: None

29

  
**REQUEST FOR COUNCIL ACTION**

Date: February 9, 2009  
Item No.: 10.a

Department Approval

City Manager Approval



Item Description: Discuss Possible Changes to How Elections are Conducted in Minnesota

**BACKGROUND**

By any definition, the November 2008 election was historical. Voter turnout was among the highest ever seen. In Roseville 90.5% of registered voters voted, and 17.3% of the voters voted by absentee ballot. This compared with 10.3% statewide. More than 15% of new voters registered to vote this election.

The November election also pointed out drawbacks to the current election system. In Minnesota voters may use the absentee voting process if they meet certain criteria – absent from the precinct, illness or disability, serving as an election judge in another precinct or religious observance preventing them from going to the polls. It was clearly evident that many voters did not meet that criteria but voted by absentee ballot anyway. Using the absentee process to vote is extremely expensive, labor intensive and vulnerable to human error.

Several groups and individuals are working with the Legislature to propose changes to the current election system that would eliminate or lessen costs and human error. These changes would also make it easier for the voter to cast his/her vote. Two options being suggested include:

Early Voting

Roughly 30 states allow early voting where any voter can come to City Hall to vote in the days or weeks before election day. Voters complete the ballot and feed it through the voting machine, eliminating the need for envelopes and the possibility of human error which could prevent their ballot from counting.

Mail Only Election

The state of Oregon and parts of Washington, California and Colorado use the mail only elections, eliminating the need of polling places. Ballots are mailed to all registered voters and it is up to the voter to return the ballot by election day. Voters have a personal identification number (PIN), usually their driver's license or passport number, which they include on the ballot envelope. Unregistered voters use the absentee voting process to request a ballot.

30

31 Advocates for changes to the election process are cautiously optimistic that the Legislature will  
32 adopt these or other changes to the election process. They also know some people are reluctant  
33 to commit to change without first testing it to see if it works in Minnesota. If the state is  
34 unwilling to adopt these changes statewide, supporters suggest setting up a pilot project testing  
35 early voting and/or mail only elections in a rural, suburban and urban areas and in cities of small,  
36 medium or large populations.

37 **POLICY OBJECTIVE**

38 Consider asking our legislative delegation to support legislation in which Roseville would be a  
39 pilot city for testing early voting and/or mail only elections.

40 **FINANCIAL IMPACTS**

41 Unknown, although anecdotally other governmental entities indicate a cost savings under both  
42 methods of voting.

43 **STAFF RECOMMENDATION**

44 Roseville has a substantially higher percent of voters who “vote early,” so it would be a good  
45 place to test innovative election changes.

46 **REQUESTED COUNCIL ACTION**

47 Discuss whether Roseville should advocate to test early voting and mail only elections.

48

49

**Prepared by:** Carolyn Curti, Elections Coordinator

Attachments: A: Yuma Daily Sun Opinion Piece – Mail-only election? Lots of reasons to do it  
B: Common Cause – Vote by Mail Elections  
C: Aspen Times Article – Little confusion, higher turnout with mail ballots  
D: 866ourvote.org - Early & Absentee Voting  
E: WBAL TV- Early Voting Draws Support, Criticism  
F: AlterNet – Now It’s Clear Why Some People Are Scared of Early Voting: Because It  
Empowers People

# **OPINION Mail-only election? Lot of reasons to do it**

December 14, 2008 - The Yuma Daily Sun

Terry Ross

Dec. 14, 2008 (McClatchy-Tribune Regional News delivered by Newstex) -- An innovative idea is being considered for a possible May vote on continuing the city of Yuma's hospitality tax.

City Clerk Brigitta Kuiper has proposed to the Yuma City Council that the special election -- if approved by the council -- be an all-mail election, a first for Yuma County to my knowledge and a rarity for the nation as a whole.

My online research indicates that Oregon has had some success with this method which has helped that state reduce the cost of elections. Oregon has conducted them regularly for more than two decades. Some other states allow them also, but only for limited purposes.

There is real value in the concept.

Kuiper points out it eliminates the cost of having polling places and staffing them. Getting workers to handle polling sites tends to be difficult because relatively few people want to do it. Often they are retirees who have the ability to drop everything for a one-day job.

Contrary to what some believe, it is not necessarily that easy working at polling sites. The hours can be long. In the November election, some poll workers had to be there nearly 20 hours. They started setting up the sites up at about 5 a.m. so they would be ready to open at 7 a.m., and some workers had to stay there until 11 p.m. or so due to delays and and long lines of voters.

Workers do not simply leave when the polls close officially. Whoever is in line at 7 p.m., the time set to close, must be given the opportunity to vote, no matter how long it takes. Then workers break down and close out the polling sites, much like they did when they opened the polls.

It would be so much simpler to mail out ballots to everyone who could then either mail them in or drop them off at the election office where they would be counted.

Depending on the scope of the election, and how many work polling sites, it can also be expensive.

There would probably still need to be some temporary workers at election time, but it would likely be far less that it would take to staff polling sites.

However, the city clerk doesn't necessarily see this as a big money saver. There is still the cost of mailing ballots to all registered voters, and paying the return postage of those who choose to participate.

Still, Oregon has apparently found there can be some savings.

Even with limited savings, Kuiper sees advantages, as I do.

--It would be more convenient for voters. Many -- approaching 70 percent -- who currently vote in city elections already choose this option. A majority of area residents -- by choosing the optional mail-in ballots -- are already telling officials that this is the method of voting they prefer.

Yes, it is true some people prefer actually going to the polls. It gives them more of a sense of participation and civic pride. And some also distrust the mail-in ballot system, thinking it is more open to fraud.

But times change and, as noted earlier, the number of voters wanting to mail their ballots grows in each election cycle. The time is coming when it won't make economic sense to maintain polling places any longer, and certainly not in the number we currently do.

--Mail-only elections would also eliminate provisional ballots, the ones which have to be verified because people coming to the polls don't have required identification or may have changed addresses without notifying election officials.

Mail ballots are not allowed to be forwarded and are returned to the election office. So those who fail to give notification of their move would have to correct their information in order to vote. Ballot rolls would be cleared of people who did not meet identification requirements -- or who had died or were otherwise ineligible -- resulting in more accurate voting rolls.

These provisional ballots often significantly delay vote counting. In recent elections this has resulted in final results being delayed for a week or more. That is unacceptable and having a mail-in election would help fix that problem.

The only remaining question I have about the mail-only election is why haven't we done this before?

--

Terry Ross is director of The Sun's News and Information Center. E-mail him at [tross@yumasun.com](mailto:tross@yumasun.com) or phone him at 539-6870.



Join Common Cause

Sign Up for Email Alerts

sign up

About Us

State Organizations

Take Action

Blog

Ways to Give

you are here: Home &gt; Vote by Mail -- Research Report

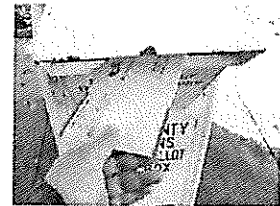
## In This Section

## Topics

Money In Politics  
Election Reform  
Government Accountability  
Ethics in Government  
Media and Democracy  
International  
Press Center  
Research Center

## Vote by Mail Elections

Vote By Mail (VBM) elections can increase turnout by four to five percentage points in general elections and significantly more in local or off-year elections. Rather than sparking participation among citizens who never vote, it appears that the added convenience of voting by mail serves primarily to retain higher participation among those voters who tend to vote in general elections by making it easier for them to vote in traditionally lower-interest local, special, or nonpartisan elections.



Click here to  
download a printer-  
friendly version of  
our "Vote By Mail"  
report.

Among the other benefits of mail balloting are a reduction in logistical problems associated with in-person voting on Election Day, a reduction in poll-worker requirements, increased opportunities to conduct voter mobilization, minimizing the appeal of last-minute attack ads, providing more time for voters to fill out their ballots, the potential to save both time and money, and deterring fraud more efficiently than photo-ID requirements used with in-person polling.

There are also some potential problems with voting by mail, but these can be mitigated or eliminated by using the following recommended practices for Vote By Mail elections.

**Recommended Vote by Mail Practices**

- 1) Election officials should provide candidates, parties, and interest groups with free lists of registered voters and update them at least twice a week as ballots are returned so that candidates, parties and voters can see whose votes have been received.
- 2) Voters who do not wish to vote by mail should be able to cast ballots in private booths at vote centers staffed with trained election workers in the days leading up to and on Election Day.
- 3) Vote by mail programs should adopt the practice of requiring voters to sign ballot envelopes and comparing those signatures to the signatures on the voters' registration files. Election workers must also use statewide databases to ensure that only one ballot is cast per voter.
- 4) VBM should not be viewed as a solution to the deeper problem of complete non-participation by much of the eligible electorate. Other measures must be taken to address the lack of civic involvement that reduces the quality of our collective decision-making.
- 5) In states that currently have permanent absentee voter programs, moving to elections where every registered voter is mailed a ballot should reduce the demographic disparities in voter turnout because the benefits of added convenience apply to all voters rather than those who self-select to participate in the program.
- 6) In VBM elections, ballots must be sent to all registered voters, including inactive voters.
- 7) Vote by mail elections should be heavily publicized via mailings, newspaper ads,

and radio public service announcements at the time ballots are mailed out and in the final days before an election.

8) Steps should be taken to deter, detect, and correct coercion and vote-buying while casting a Vote By Mail ballot.

9) Election officials should contact voters by phone, postcard, or e-mail if their ballot is deemed uncountable due to lack of a signature match and give the voter the opportunity to correct it.

10) Election officials should work closely with the U.S. Postal Service to ensure timely and accurate delivery of ballots.

11) Jurisdictions using Vote By Mail must also maintain in-person polling alternatives to allow disabled and language assisted voting on accessible equipment.

12) Election officials should allow citizens to use election headquarters as their voter registration address and then allow these citizens to pick up ballots at election headquarters during the entire VBM election period.

Click here to download the rest of our report, "**Getting it Straight for 2008: What We Know About Vote by Mail Elections, and How to Conduct Them Well.**"

**LEARN MORE**

**TAKE ACTION**

**DONATE**

---

## Little confusion, higher turnout with mail ballots

JOHN COLSON,

Mail-only elections in Garfield and Eagle counties apparently caused little confusion and may have helped raise voter turnout.

Officials reported only a small number of voters in Garfield and Eagle counties puzzled about what to do and where to go in this week's mail-only election process, a method that's gaining in popularity across the state and nation.

"We had a few people upset," Garfield County Clerk Mildred Alsdorf said. "I would say we didn't have more than half a dozen."

And most of those, she said, were at the satellite clerk's office in Rifle.

Alsdorf said about 250 of the 1,500 voters who came into the clerk's office either in Rifle or the main courthouse in Glenwood Springs were there to request replacement ballots or because they had moved and never received their ballots in the mail. The rest were there to drop off their ballots instead of mailing them.

In Carbondale, according to receptionist Shandey Page, there were a few confused voters. But Town Clerk Marcia Walter said there were fewer than six.

She said most of those who came in were "thinking it was an either-or option" to vote by mail or go to the polling place. "I told them, 'Sorry, it's a mail ballot,'" and that they had to go to the county clerk's office in Glenwood Springs to get a replacement ballot.

In Eagle County, where the ballot also was mail-only, Clerk Teak Simonton said the result was similar to that in Garfield County.

"There was some confusion," she said.

"There were several hundred voters who asked, 'What is a mail-in ballot?'" she said. "There was a very small group of voters that wasn't aware of what was going on."

At Basalt's Town Hall, one of the places where Eagle County voters in the Roaring Fork Valley are used to going on election day, very few voters showed up in confusion.

"I had, like, two," said Town Clerk Pam Schilling. She said she sent them to the Eagle County Community Center in El Jebel to pick up replacement ballots.

This was Simonton's first time managing a mail-only election, she said. She estimated the costs were about 20 percent lower than a polling-place election.

And, she said, "Logistically, I think it's easier for the voter," which could be part of the reason both Eagle and Garfield counties had better voter turnout than Pitkin County. Eagle and Garfield turnout was 43 percent and 45 percent, respectively. Pitkin's was 29 percent.

"Mail-in always gets a better turnout in odd-year elections," Pitkin County Clerk and Recorder Silvia Davis said.

Pitkin County's one attempt at a mail-only election in the mid-1990s resulted in a fair number of complaints from voters. The county has since relied primarily on Election Day polling.

John Colson's e-mail address is [jcolson@aspentimes.com](mailto:jcolson@aspentimes.com)

<http://www.aspentimes.com/apps/pbcs.dll/article?AID=/20051104/NEWS/111040032&template=printart>

Copyright 2009 All Rights Reserved

# Early & Absentee Voting

Most states permit registered voters to cast a ballot-in-person prior to Election Day. This is called "early voting" and thirty-four states and the District of Columbia permit their residents to vote early in-person.<sup>1</sup> Some of these states require their residents to cast their early vote at a single, centralized location (e.g., the board of elections office), while other states establish multiple early voting sites. Additionally, these thirty-four states and the District of Columbia differ with respect to the situations where residents may vote early in-person. In most states, voters may cast an early, in-person vote for any reason or no reason at all ("no-excuse voting"). In four of these states, residents must state a reason for requesting to cast an early vote and that reason must be on the state's list of permissible reasons.<sup>2</sup> Permissible reasons include an early, in-person vote include absence from the state on Election Day, illness, incapacity or military deployment outside of the jurisdiction.

Early voting is similar to absentee voting. Absentee voters must first request and later mail back a completed ballot to election officials prior to Election Day. Every state and the District of Columbia permit absentee voting, but unlike early voting where most states do not require an excuse, twenty-two states and the District of Columbia require an excuse to vote absentee by mail. The permissible reasons for absentee voting are similar to those permitted for early voting.

While early and absentee voting should, in theory, provide individuals with an increased opportunity to cast a meaningful ballot, they have not been without their share of problems. For example, some states will not prepare sufficiently for early voting and individuals wishing to cast an early vote will be forced to wait in long-lines or have to drive long distances to reach their state board of elections office. Additionally, some voters who request absentee ballots will either not receive them at all or will receive the ballots too late to return them by Election Day.

---

<sup>1</sup><http://www.earlyvoting.net/states/abslaws.php>

<sup>2</sup>Kentucky, Montana, Virginia and the District of Columbia

## Early Voting Draws Support, Criticism

POSTED: 6:43 pm EDT October 20, 2008

UPDATED: 7:37 pm EDT October 20, 2008

**ANNAPOLIS, Md.** -- Maryland voters will decide when they vote Nov. 4 whether to join 31 other states that currently allow early voting, but the idea is seeing some opposition.

Early voting is meant to give voters more time and more flexibility to cast their ballots. Curbsides, grocery stores, shopping malls and libraries could all be polling places under early voting, WBAL TV 11 News reporter David Collins said.

Supporters of the idea applauded the concept as providing greater access to the polls.

"Early voting provides opportunities for people who work long hours, who may work far away from their home so they can't get to the polling place easily," said Nancy Soreng, vice president of the League of Women Voters.

Question 1 on the November ballot in Maryland amends the state constitution to authorize the General Assembly to pass legislation that creates an early voting process.

It would allow ballots to be cast up to two weeks before Election Day. It also allows for a no-excuse absentee ballot, meaning voters would no longer have to sign an oath indicating that they won't be in town to vote in person.

Many Republicans said they are opposed. Anne Arundel County Sen. Janet Greenip said that absentee ballots make the initiative unnecessary and is concerned that it could lead to voter fraud because it allows people to vote anywhere in the state, regardless of where they are registered.

"Anybody who can't make it on Election Day already has an out. There's a problem, also, with keeping the polls open. We're talking about a minimum of three polls per county for 14 days. How do we know that those machines -- or whatever we are using -- are secure?" Greenip said. The General Assembly authorized early voting in the 2005 and 2006 sessions, but then-Gov. Robert Ehrlich vetoed both bills in part because Democrats identified specific polling places where early voting could take place.

The General Assembly overrode the 2006 veto, but the Court of Appeals declared it unconstitutional, ruling that early voting clashed with the state constitution, specifically spelling out the date, place and time for voting.

"We are setting a precedent right now that for the first time ever, we don't have an Election Day," Greenip said.

"This only authorizes the General Assembly to create a mechanism so up to two weeks before an election, voters can go to a polling place that may or may not be in their own district and cast their ballots," Soreng said.

If passed, many officials said they expect a battle at the State House over costs and where the early voting polls will be located.



## Now It's Clear Why Some People Are Scared of Early Voting: Because It Empowers People

By Pam Kapoor, AlterNet

Posted on November 2, 2008, Printed on February 3, 2009

<http://www.alternet.org/story/105744/>

"I've thought of more excuses why not to vote, why not to do this," Bobby told us. "And each time, it has cost me more than it would have cost me to get up off my a\*\* -- excuse my French -- and try to make a change."

So said Bobby Johnson in the back of one of our Vote Today Ohio shuttles. When he spotted our van at the Bishop Cosgrove Centre, a food pantry in Cleveland, he climbed right on in. He hadn't voted in years, but on October 4th, 2008, Bobby became one of the 67,408 Ohioans who cast a ballot during the first week of Ohio's new Early Voting period.

We have seen and heard Bobby's story repeated from Cincinnati to Youngstown, from Athens to Toledo. So many unlikely voters we drove to Ohio Early Voting Centers represent this truth: elections are changing. You might even say democracy itself, in fact, is changing. For the better.

Ohio no longer has an Election Day. Innovative updating of the process has now yielded an Election Month. And we've seen the embracing of this change in the faces of the very voters most positively impacted by it.

This year, an estimated 1 out of 3 Americans will cast their ballot either through absentee or early voting. Colorado is even expected to see half its turnout amongst early voters. Ohio Secretary of State Jennifer Brunner opened Early Voting Centers in every county on September 30 and will keep them open through November 3. She has gone openly and vehemently on the record as supporting Early Voting as a means of broadening access, and estimates that "25 percent of Ohio's registered voters, or the number of voters voting, will have voted before Election Day."

Um, so what?

Political operatives will need awhile to figure out just how Early Voting will alter the longstanding rules of campaigning. But everyone -- even armchair observers -- recognizes the impact early voters could have on overall election results. Consider that after all the counts were recounted, Bush took Ohio in 2004 by roughly 100,000 votes (and squeaked in Florida by a mere 527 votes). Campaigners on either side of the spectrum see the value of locking in those sorts of numbers within the early voting window. Every vote sizzles with relevance: the 3300 voters we (Vote Today Ohio) transported represent far more than a drop in the bucket. Of the 9264 people who this year voted during Golden Week in Franklin County (home to Columbus), we moved 1369 of them -- that's 14.8 percent of the early vote in Franklin County. It's safe to assume that hundreds of thousands of Ohioans have learned about early voting directly from our work. That's powerful.

After having spent the last four weeks helping Ohioans take advantage of the early voting scheme, we are even more convinced that early voting enhances democracy. It allows more people to vote -- plain and simple. Most Americans take voting seriously, but it's not like Election Day is a national holiday. Oh no -- voters are expected to tuck the task of ballot casting in between work and school and commuting and all the realities of modern life. Never mind the notorious polling center line-ups and moody machines that Ohioans know all too well, or GOP intimidation (the Huffington Post recently reported that Republicans intend to place 3,600 paid recruits inside Ohio polling places on Election Day to challenge the qualifications of certain voters).

Our vans have transported all manner of Ohioans -- of Bobby Johnsons -- who are unlikely to have voted otherwise. Nick drove an elderly Dayton man to vote early who figured his absentee ballot would be lost at the housing project where he lives. Caty drove Columbus college students who were too excited to wait until November 4. Erik drove a transient Cincinnati woman who for forty years, has abstained from elections, thinking her vote didn't matter. Rafiq has driven countless young Cleveland men who most people fear or overlook as part of the urban scenery.

Moving nearly 3500 Ohioans to Early Voting Centers has helped us understand all too well why opponents would devote precious time and resources to convincing the public that early voting is trouble: because it helps bring marginalized people in from the margins. And that must threaten them to the bone. Challenging democracy, indeed.

*Vote Today Ohio is eagerly calling any and all volunteers to help with the final push.*

*Pam Kapoor is the Media Director of Vote Today Ohio.*

© 2009 Independent Media Institute. All rights reserved.  
View this story online at: <http://www.alternet.org/story/105744/>

Date: 2/09/09

Item: 10.b

RVA Annual Report

2020

# Destination Marketing Plan



ROSEVILLE  
VISITORS ASSOCIATION

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 2-9-09  
Item No.: 12.a

Department Approval

*P. Trudgen*

City Manager Approval

*W. Mahinen*

Item Description: **Community Development Department Request to Perform a City Abatement for Unresolved Violations of City Code at 2663 Marion Street.**

**BACKGROUND**

- The subject property is a single family home.
- The current owner is Mr. John Penton who lives in the home.
- Current violations include:
  - Outside storage of junk and debris.  
(Violations of City Code 407.03H)
- A status update, including pictures, will be provided at the public hearing.

**POLICY OBJECTIVE**

The City goals within the Comprehensive Plan are to protect and improve property values (Goal 3, 4, and 5; page 6 and, Section 3) and to adhere to performance standards which protect the integrity of the housing units and the neighborhood (Policy 6, page 8, Section 3).

**FINANCIAL IMPACTS**

City Abatement:

An abatement would encompass the following:

- Removal of junk/debris:
  - o Approximately - \$250.00
- Administrative service charge:
  - o Approximately - \$125.00
- Total: Approximately - \$375.00.

In the short term, costs of the abatement will be paid out of the:

- HRA budget, which has allocated \$100,000 for abatement activities (residential).
- Community Development Department budget (commercial).

23 The property owner will then be billed for actual and administrative costs. If charges are not paid,  
24 staff is to recover costs as specified in Section 407.07B. Costs will be reported to Council following  
25 the abatement.

26 **STAFF RECOMMENDATION**

27 Staff recommends that the Council direct Community Development staff to abate the above referenced  
28 public nuisance violations at 2663 Marion Street.

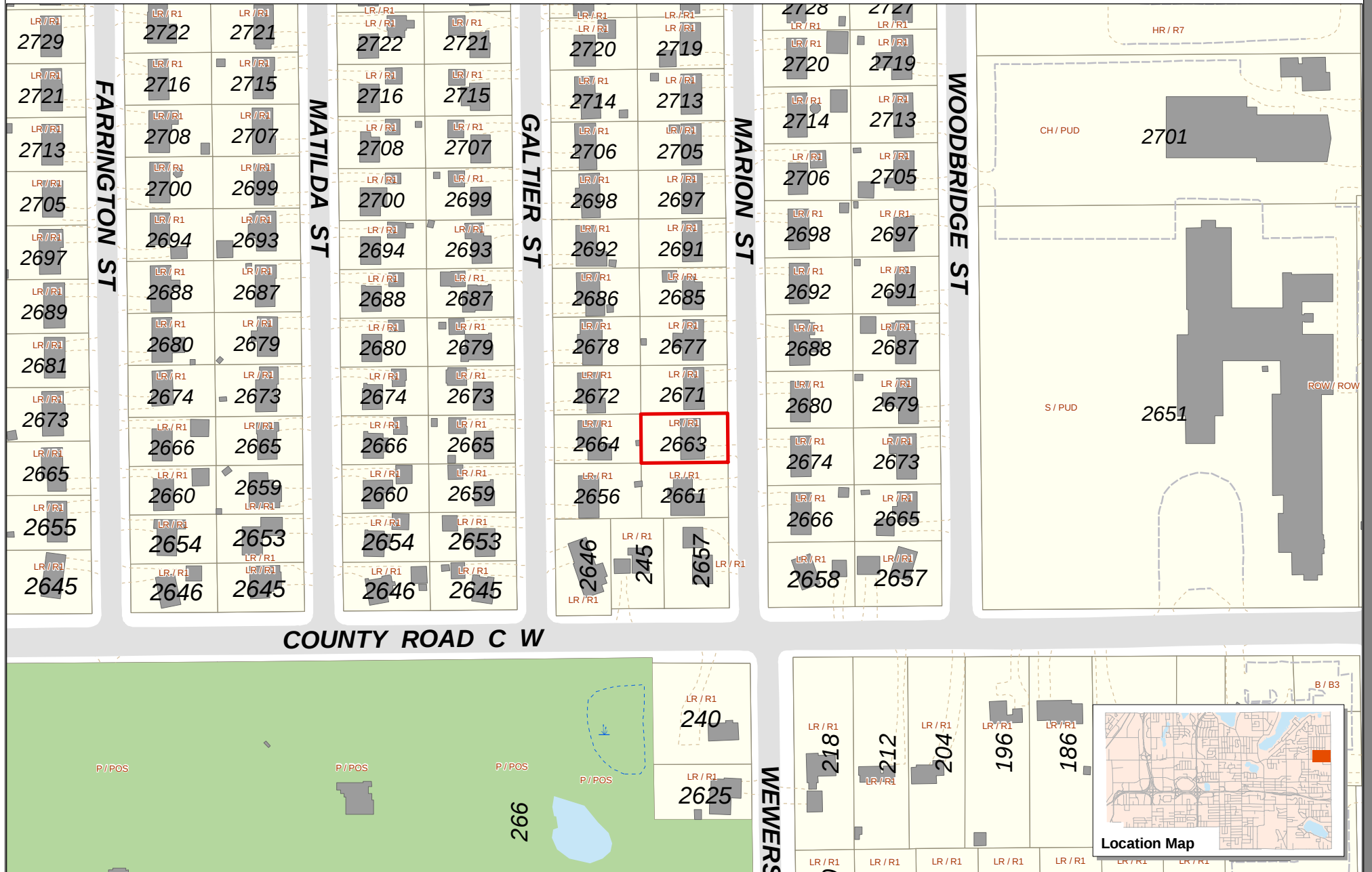
29 **REQUESTED COUNCIL ACTION**

30 Direct Community Development staff to abate the above referenced public nuisance violations at 2663  
31 Marion Street by hiring a general contractor to remove the junk and debris. The property owner will  
32 then be billed for actual and administrative costs. If charges are not paid, staff is to recover costs as  
33 specified in Section 407.07B.

34 Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2663 Marion Street

# Abatement Request at 2663 Marion St



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

## Site Location

LR / R1 Comp Plan / Zoning  
Designations

## Data Sources

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

## Disclaimer

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

0 100 200 Feet

mapdoc: planning\_commission\_location.mxd



Date: 2/09/09  
Item: 12.b

## REQUEST FOR COUNCIL ACTION

Date: 1/26/09  
Item No.: 12.f

Department Approval

City Manager Approval

Item Description: Approve a 4-Year Lease Extension for the Roseville License Center

### BACKGROUND

In 1999, the Roseville City Council authorized a long-term lease to relocate the License Center at the Lexington Shopping Center located immediately north of the City Hall campus. Previously the License Center was located in the Fire Station #1 building, but the success of the operation necessitated additional space. The current lease expires on January 31, 2009.

Over the past few months, City Staff has been in negotiations with the shopping center to extend the lease for an additional term. In entering into these negotiations, it was recognized that although it is in the City's best long-term interest to have the License Center in a City-owned facility, it is unlikely that such a facility will be available in the foreseeable future. At this time, there does not appear to be any community momentum to finance additional City facilities. With the current economic climate and in recognition of other high-priority needs, we do not expect this to change anytime soon.

The License Center currently occupies 3,332 square feet in the shopping center. Based on transaction volume projections, it is recommended that the License Center retain the same space.

Representatives of the Lexington Shopping Center had initially proposed a 4-year lease extension which includes a zero dollar increase in the first year of the lease, with increases thereafter. Over the 4-year term, the lease payments carried an average increase of 5% per year. However, the Council was unsatisfied with these terms and asked Staff to continue negotiations.

After further meetings with the Shopping Center representatives, Staff was able to negotiate the following terms:

- ❖ 0% increase in year 1
- ❖ 6% increase in year 2
- ❖ 4% increase in year 3
- ❖ 4% increase in year 4

Over the 4-year term, the average increase is 3.5% per year.

31 **POLICY OBJECTIVE**

32 Not applicable.

33 **FINANCIAL IMPACTS**

34 The Agreement calls for lease amounts as follows:

35

36 ❖ 2009 - \$50,400 (same amount as paid in 2008)

37 ❖ 2010 - \$53,425

38 ❖ 2011 - \$55,560

39 ❖ 2012 - \$57,780

40 **STAFF RECOMMENDATION**

41 Staff recommends the Council authorize City Staff to approve a new 4-year lease extension with the owners  
42 of the Lexington Shopping Center as detailed above.

43 **REQUESTED COUNCIL ACTION**

44 Motion to authorize City Staff to approve a 4-year lease extension with the Lexington Shopping Center  
45 for purposes of operating the City's License Center.

46

Prepared by: Chris Miller, Finance Director

Attachments: A: Original Lease Agreement with Addendums

B: Robert Willmus email

47

RETAIL LEASE

THIS INDENTURE OF LEASE is made as of December 30, 1999 by and between LEXINGTON SHOPPES LIMITED PARTNERSHIP, a Minnesota limited partnership (the "Landlord"), and the City of Roseville, (the "Tenant").

WITNESSETH:

FOR AND IN CONSIDERATION of the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DATA SHEET

The following terms shall have the meanings set forth in this section, unless otherwise specifically modified by provisions of this Lease:

(a) "Shopping Center": The integrated shopping complex in the City of Roseville, Ramsey County, Minnesota constituted or to be constructed upon the Shopping Center Tract.

(b) "Shopping Center Tract": That certain real estate located in the City of Roseville, Ramsey County, Minnesota more particularly described on Exhibit A attached hereto.

(c) "Building": The approximately 14,824 rentable square foot building located on the Shopping Center Tract. Landlord reserves the right to expand or reduce the Building and increase or decrease the number of rentable square feet of space in the Building.

(d) "Premises": The portion of the Building outlined on the floor plan of the Building attached here to as Exhibit B. For purposes of this Lease, the Premises shall be deemed to contain 2,315 square feet of space.

(e) "Delivery Date": February 1, 2000

(f) "Commencement Date": February 1, 2000

(g) "Expiration Date": January 31, 2003

(h) "Term": Three (3) years, with renewal options as specified in Rider 1

(i) "Security Deposit": \$ None

(j) "Permitted Use": Licensing Department

(k) Notice and payment Addresses:

Landlord: Lexington Shoppes Limited Partnership  
c/o Preferred Management Services, Inc.  
387 East Arlington Avenue  
Suite 101  
St. Paul, Minnesota 55101

Tenant: City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
Attn: Edward Burrell

(l) "Lease Year": The twelve-month period commencing January 1 and ending December 31, adjusted for partial Lease Years during which the Term commences and terminates.

(m) "Landlord's Work": Improvements to the Premises to be performed by Landlord as set forth in Exhibit D attached hereto.

(n) "Tenant's Work": Improvements to the Premises to be performed by Tenant as set forth in Exhibit E attached hereto.

(o) "Broker": None

(p) "Default Rate": The lesser of (1) four percentage points in excess of the publicly announced prime rate of interest at Norwest Bank, N.A., Minneapolis, Minnesota (or Landlord's then current depository institution, if different) adjusted from time to time as such prime rate changes; or (2) the highest rate of interest permitted in the State the Shopping Center is located for similar obligations.

(q) Exhibits: The following exhibits are attached to this Lease and are incorporated herein by reference:

Exhibit A - Legal Description of Shopping Center Tract  
Exhibit B - Floor Plan of the Premises  
Exhibit C - Rules and Regulations  
Exhibit D - Landlord's Work  
Exhibit E - Tenant's Work  
Rider 1 to Retail Lease

Article 1: PREMISES:

(a) Demise. Landlord hereby demises and leases to Tenant and Tenant hereby rents and takes from Landlord the Premises, for the Term and subject to and with the benefit of the terms, covenants, conditions and provisions of this Lease. Tenant shall permit Landlord (or its designees) to erect, use, maintain, replace and repair pipes, cables, conduits, plumbing, vents, and telephone, electric and other wires or other items, in, to and through the Premises, as and to the extent that Landlord may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Shopping Center, provided that any such activity does not interfere with Tenant's use of the premises for its permitted use.

(b) Common Areas. The use and occupancy by Tenant of the Premises shall include the reasonable non-exclusive use in common with others entitled thereto of the parking areas, service roads, loading facilities, sidewalks, landscaped areas, restrooms and other common areas so designated by Landlord with the Shopping Center. Landlord shall at all times have full control, management and direction of the Shopping Center subject to the rights of Tenant in the Premises, and Landlord reserves the right at any time and from time to time to reduce, increase, enclose or otherwise change the size, number and location of buildings, layout and nature of the Shopping Center and the other tenancies, premises and buildings included in the Shopping Center, to construct additional buildings and additions to any building, to increase the size of the Shopping Center by adding parcels of land to the Shopping Center and to create additional rentable areas includable in the Shopping Center Tract through use and/or enclosure of common areas or otherwise, and to place signs on the Shopping Center and to change the name, address, number or designation by which the Shopping Center is commonly known. Landlord shall have the exclusive right to use all or any part of the roof over the Premises and exterior walls of the Premises for any purpose; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be impaired. In addition to the foregoing, Landlord may make any use it desires of the side and rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises and provided further that the Tenant's access to the Premises shall not be impaired.

(c) Permitted Use.

(i) The Premises shall only be used for the Permitted Use and for no other business or purpose without the prior written consent of Landlord, which shall not be unreasonably withheld by Landlord. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or other act or thing which disturbs the tenancy of any other tenant in the Building or which could injure the reputation of the Building or is unlawful, or a violation of applicable zoning laws or ordinances or use restriction. Landlord shall have the right to grant exclusive rights to parties in the Shopping Center to conduct any particular business or undertaking therein. Tenant shall not abandon or vacate the Premises during the Term.

(ii) Tenant agrees to keep its Premises adequately illuminated and continuously and generally open for business during the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays), and shall maintain therein a substantial stock of merchandise and sufficient number of employees for the purpose of selling said merchandise, unless prevented from doing so by strikes, fire, casualties or other causes beyond Tenant's control.

## Article 2: LEASE COMMENCEMENT AND EXPIRATION DATE

(a) Delivery Date. The Delivery Date of the Term shall be the later of the date specified in the DATA SHEET or, if the Building and the Landlord's Improvements have not been completed prior to the execution hereof, the date the Premises are ready for Tenant's beneficial occupancy or for performance of Tenant's Work, as specified in a notice delivered to Tenant at least 5 days prior to the Delivery Date. If the Delivery Date is established as a later date than the Delivery Date specified in the DATA SHEET, Landlord shall confirm such date to Tenant in writing.

(b) Delayed or Early Occupancy. If Landlord is unable to give possession of the Premises within 15 days of the Delivery Date set forth in the DATA SHEET because the construction of the Shopping Center or construction of Landlord's Work in the Premises has not been sufficiently completed to make the Premises ready for Tenant's Work, or for any other reason, Tenant shall have the right at its option to terminate the Lease. If Tenant does not terminate the Lease, Tenant's obligation to pay Rent shall not commence until possession of the Premises is given and (i) Tenant has had thirty (30) days to complete Tenant's Work or (ii) the Premises are open for business, whichever is earlier, and failure to give possession on the Delivery Date set forth in the DATA SHEET shall in no way affect the validity of this Lease or the obligations of Tenant hereunder, nor be construed in any way to extend the Expiration Date of the Term. If Tenant is given and accepts possession of the Premises on a date earlier than the Delivery Date set forth in the DATA SHEET, the Rent reserved herein and all covenants, agreements and obligations herein and the term of this Lease shall commence on the earlier of (i) the Commencement Date or (ii) the date Tenant opens for business in the Premises, but in no event shall the Expiration Date be deemed modified as a result thereof. Upon establishment of the Commencement Date, Landlord shall confirm said date to Tenant in writing.

(c) Acceptance of Premises. If this Lease is entered into prior to the substantial completion of construction of the Building or substantial completion of Landlord's Work in the Premises, Tenant shall notify Landlord in writing within fifteen days after the Delivery Date of any defects or deficiencies found in the Premises after Tenant has made such inspection of the Premises as Tenant deems appropriate. Except as Tenant shall otherwise notify Landlord within such fifteen day period, Tenant shall be deemed to have accepted the Premises in their condition "as is" at that time. If as a result of such inspection Tenant discovers minor deviations or variations from the plans and specifications for Landlord's Work of a nature commonly found on a "punch list" (as that term is used in the construction industry), Tenant shall notify Landlord in writing of such deviations within such fifteen day period. Landlord shall repair actual deviations within a reasonable time. The existence of such punch list items shall not postpone the Delivery Date, the Commencement Date nor the

obligation of Tenant to pay Annual Minimum Rent or Additional Rent. Tenant waives any claims as to matters not listed in such notice.

(d) Expiration Date. This Lease shall expire on the date specified in the DATA SHEET unless sooner terminated as provided in this Lease.

### Article 3: RENT

(a) Payment. Tenant covenants and agrees to pay to Landlord, without set off, deduction, or demand, at the address set out on the DATA SHEET, or at such other places Landlord may designate in writing to Tenant, rental at the following rates and times:

(i) Annual Rent. Tenant shall pay annually during the Term the amount specified on the DATA SHEET as Annual Rent, which sum shall be payable in twelve monthly installments, on or before the first day of each month, in advance. Should the term of the Lease commence or terminate on a day other than the first day of the month, the rental for such partial month shall be equal to the product obtained by multiplying the monthly Annual Minimum Rent by a fraction, the numerator of which is the number of days of the Term included in the partial month and the denominator of which is 30.

(ii) Other Charges. Tenant shall pay as Other Charges any tax or excise on rents, gross receipts tax, or other tax, however described (other than Landlord's income taxes) which is levied or assessed by the United States of America or the State in which the Shopping Center is located or any political subdivision thereof, against Landlord in respect to the Annual Rent or Other Charges reserved under this Lease or as a result of receipt of such rents accruing under this Lease.

Annual Rent and Other Charges may, cumulatively, be referred to herein as "Rent". Tenants covenants to pay Rent are independent of any other covenant, condition or provision of this Lease.

(b) Late Payment. Any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the Default Rate from the date due until paid.

### Article 4: QUIET ENJOYMENT

Landlord covenants that upon Tenant's paying the Annual Rent and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, Tenant may peaceably and quietly enjoy the Premises, subject, however, to the terms and conditions of this Lease.

### Article 5: INSURANCE, INDEMNITY AND RELEASES

(a) Landlord's Insurance.

(i) Landlord shall keep the Shopping Center Tract insured for the benefit of Landlord in an amount equivalent to the full replacement value thereof (excluding foundation, grading and excavation costs and deductibles and coinsurance) against loss or damage by fire, windstorms, hail, explosion, vandalism, malicious mischief, civil commotion, and such other risk or risks of a similar or dissimilar nature and such other coverage as is now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to the Shopping Center.

(ii) Landlord shall maintain, for its benefit and the benefit of its managing agent, general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Shopping Center, such insurance to afford protection to Landlord and its managing agent.

These insurance provisions shall in no way limit or modify any of the obligations of Tenant under any provision of this Lease. Any and all insurance premiums paid by Landlord with respect to the Shopping Center shall be considered "Common Area Maintenance Expenses".

(b) Tenant's Insurance.

(i) Tenant shall keep all of its machinery, equipment, furniture, fixtures, personal property (including also property under the care, custody, or control of Tenant) and business interests which may be located in, upon, or about the Premises insured for the benefit of Tenant in an amount equivalent to the full replacement value or insurable value thereof against loss or damage by fire, and such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to a tenant's machinery, equipment, furniture, fixtures, personal property and business located in a building similar in construction, general location, use, occupancy and design to the Shopping Center, including, but without limiting the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, water leakage and damage of any kind from any nature whatsoever, sprinkler leakage and such other coverage as Tenant may deem appropriate or necessary.

(ii) Tenant shall at its sole cost and expense maintain general public liability insurance against claims for personal injury, death or property damage (including contractual liability coverage applicable to this Lease and insuring Tenant's indemnification obligations provided for herein), occurring upon, in or about the Premises, such insurance to afford protection to Landlord, its managing agent and Tenant to the limit of not less than \$1,000,000 (single combined limit for injuries to all parties), and to the limit of not less than \$500,000 in respect to any property damage.

(c) Releases.

(i) Landlord and Tenant each agree that such policy or policies of insurance for loss or damage by fire or other risks shall permit releases of liability as herein provided and include waiver of subrogation clauses as to Tenant and Landlord respectively. Each party hereto waives, releases and discharges the other party from all claims or demands

whatsoever which the waiving party may have arising out of damage to or destruction of the waiving party's property or loss of use thereof occasioned by fire or other casualty or cause, which such claim or demand may arise because of the negligence or fault of the other party, its agents, employees, customers or business invitees, or to otherwise the waiving party agrees to look only to its insurance coverage in the event of such loss. Notwithstanding the foregoing, in the event any damage to the Shopping Center results from any act or omission of Tenant, its agents, employees or invitees, and all or any portion of Landlord's loss is "deductible", Tenant shall pay to Landlord the amount of such deductible loss ( not to exceed \$1,000 per event).

(ii) All property in the Shopping Center or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the sole risk of Tenant, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold harmless and indemnify them against claims and liability for injuries to such property.

#### Article 6: COVENANTS OF TENANT

Tenant agrees, for itself, its employees, agents and invitees, that it shall:

(a) Rules and Regulations. Comply with the Rules and Regulations attached hereto as Exhibit C.

(b) Landlord's Right of Access. Give Landlord, its agents, employees, lessors and mortgagees and any other person or persons authorized by Landlord, access to the Premises at all reasonable times, and at any time in the event of an emergency, without charge or diminution of rent, to enable them to inspect, examine, show for lease or sale, and to make such repairs, additions and alterations to the Premises as Landlord may deem advisable, so long as any such activity does not interfere with Tenant's use of the premises for its permitted use.

(c) Repair. Keep the Premises in good order and condition, not damage or deface the Premises or the Building or Shopping Center or commit waste therein, and make all repairs which are not expressly Landlord's obligation pursuant to this Lease.

(d) Quit and Remove. Upon the termination of this Lease for any reason, quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the Premises are now or may be improved by Landlord or Tenant, reasonable use and wear, and repairs which are Landlord's express obligations hereunder excepted, and, if Tenant is not in default under the terms of this Lease, remove Tenant's goods and effects and those of any other persons claiming under Tenant. Goods and effects not removed by Tenant at the termination of this Lease (or within 48 hours after a termination by reason of Tenant's default), shall be considered abandoned and Landlord may dispose of the same as it deems expedient.

(e) Advertising. Not place in or on the Premises, signs, lettering, displays, advertising or pictures which are visible from outside the Premises (including windows or doors) except upon the prior written approval of Landlord which approval shall not be unreasonably withheld or delayed.

(f) Liens. At its expense, cause to be discharged, within ten days of the filing thereof, any construction lien claim filed against the Premises or the Shopping Center Tract for work claimed to have been done for, or materials claimed to have been furnished to, or on behalf of Tenant.

(g) Comply With Laws. At its expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities and with any direction made pursuant to law of any public officer or officers, which shall, with respect to the use of the Premises or to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from Tenant's use of the Premises or from conditions which have been created by or at the instance of Tenant or required by reason of a breach of any of Tenant's covenants or agreements hereunder.

(h) Not Invalidate Insurance. Not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with the Certificate of Occupancy or the terms of the standard form of fire, boiler, sprinkler, water damage or other insurance policies available in the state the Shopping Center is located covering the Building and Shopping Center and the fixtures and property therein or do or permit anything to be done in or upon the Premises or bring or keep anything therein or use the Premises in a manner which may make insurance unavailable or increase the premium for insurance upon the Building and Shopping Center or on any property or equipment located therein.

#### Article 7: CERTAIN RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights exercisable without notice and without liability to Tenant and without effecting an eviction, constructive or actual, or disturbance of Tenant's use of possession, or giving rise to any claim for setoff or abatement of rent:

(a) Signs. To control, install, affix and maintain any and all signs on the Property, or on the exterior of the Building otherwise located in the Shopping Center and in the corridors, entrances and other common areas thereof, except those signs within the Premises not visible from outside the Premises.

(b) Designation of Service Contractors. To reasonably designate, limit, restrict and control any service in or to the Shopping Center, including but not limited to the designation of sources from which Tenant may obtain sign painting and lettering. Any restriction, designation, limitation or control imposed by reason of this subparagraph shall be imposed uniformly on Tenant and other tenants occupying space in the Shopping Center.

(c) Keys. To retain at all times and to use in appropriate, instances keys to all doors within and into the Premises. No locks shall be changed without the prior written consent of

Landlord. This provision shall not apply to Tenant's safes, or other areas maintained by Tenant for the safety and security of monies, securities, negotiable instruments or like items.

(d) Control of Shopping Center. To make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Shopping Center, or any part thereof, and for such purposes to enter upon the Premises, and during the continuation of any of said work, to temporarily close doors, entryways, public spaces, and corridors in the Shopping Center and to interrupt or temporarily suspend services and facilities.

(e) Restrict Vending Machines. To restrict or limit vending or dispensing machines of any kind in or about the Premises.

(f) Approve Fixtures. To approve the weight, size and location of safes and other heavy equipment and articles in and about the Premises and the Shopping Center and to require all such items to be moved into and out of the Shopping Center and the Premises only at such times and in such manner as Landlord shall direct in writing.

#### Article 8: ALTERATIONS AND IMPROVEMENTS

(a) Tenant shall not make any improvements, alterations, additions or installations in or to the Premises including but not limited to the initial Tenant's Work (hereinafter collectively referred to as the "Work") without Landlord's prior written consent. Along with any request for Landlord's consent and before commencement of the Work or delivery of any materials to be used in the Work to the Premises or into the Shopping Center, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses.

(b) All Work shall be done only by contractors or mechanics reasonably approved by Landlord.

(c) Tenant shall pay the cost of all such improvements, alterations, additions or installations (including a reasonable charge for Landlord's services and for Landlord's inspection and engineering time), and also the cost of painting, restoring or repairing the Premises and the Building and Shopping Center occasioned by such improvements, alterations, additions or installations. Upon completion of the Work, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of liens, and receipted bills covering all labor and materials expended and used.

(d) The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work.

#### Article 9: REPAIRS

(a) Tenant shall, during the term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about the Shopping Center throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. Notwithstanding the provisions of Article 7 to the contrary, all damage or injury to the Premises, or to the Shopping Center caused by the Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Shopping Center or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, servants or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work.

(b) Landlord or its employees, or agents, shall have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same but nothing contained herein shall be construed as imposing any obligation on Landlord to make any repairs, alterations or improvements which are the obligation of Tenant.

(c) Tenant shall give written notice to Landlord at least thirty (30) days prior to vacating the Premises for the express purpose of arranging a meeting with Landlord for a joint inspection of the Premises. In the event of Tenant's failure to give such notice and arrange such joint inspection, Landlord's inspection at or after Tenant's vacation of the Premises shall be conclusively deemed correct for purposes of determining Tenant's responsibility for repairs and restoration hereunder.

#### Article 10: ASSIGNMENT AND SUBLETTING

(a) Tenant shall not, without the prior written consent of Landlord, (i) transfer, pledge, mortgage or assign this Lease or any interest hereunder; (ii) permit any assignment of this Lease by voluntary act, operation of law or otherwise; (iii) sublet the Premises or any part thereof; or (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees. Tenant shall seek such written consent of Landlord by a written request therefor, setting forth such information as Landlord may deem necessary. Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than 30 days after date of Tenant's notice), to assign this Lease or to sublet any part or all of the Premises for the balance or any part of the term. Tenant's notice shall include all of the terms of the proposed assignment or sublease and shall state the consideration therefor. In such event, Landlord shall have the right to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, cancel and terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the

proposed assignee or subtenant and a true and complete copy of the proposed assignment or sublease shall be delivered to Landlord with Tenant's notice. If Tenant's notice shall cover all of the Premises, and Landlord shall have exercised its foregoing recapture right, the Term of this Lease shall expire and end on the date stated in Tenant's notice as fully and completely as if that date had been herein definitely fixed for the expiration of the Term. If, however, this Lease is canceled with respect to less than the entire Premises, the Annual Minimum Rent shall be equitably adjusted by Landlord with due consideration of the size, location, type and quality of the portion of the Premises so remaining after the "recapture" and such Rent shall be reduced accordingly from and after the termination date for said portion, and this Lease as so amended shall continue thereafter in full force and effect. The rent adjustment provided for herein shall be evidenced by an amendment to Lease executed by Landlord and Tenant. If this Lease is terminated in the manner aforesaid, either as to the entire Premises or only a portion thereof, to such extent the term of this Lease shall end upon the appropriate effective date of the proposed sublease or assignment as if that date had been originally fixed in this Lease for such expiration, and in the event of a termination affecting less than the entire Premises, Tenant shall comply with the provisions of this Lease with respect to the surrender of such portion of the Premises affected thereby.

(b) If Landlord, upon receiving Tenant's notice with respect to any such space, does not exercise its right to recapture, Landlord will not unreasonably withhold its consent to Tenant's assignment of the Lease or subletting such space to the party identified in Tenant's notice.

(c) For purposes of the foregoing, any change in the partners of Tenant, if Tenant is a partnership, or, if Tenant is a corporation, any transfer of any or all of the shares of stock of Tenant by sale, assignment, operation of law or otherwise resulting in a change in the present control of such corporation by the person or persons owning a majority of such shares as of the date of this Lease, shall be deemed to be an assignment within the meaning of this Article. The foregoing provision shall not apply if Tenant is a corporation and the outstanding voting stock thereof is listed on a recognized securities exchange.

(d) Any subletting or assignment hereunder shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease, and Tenant shall continue fully liable thereunder. The subtenant or subtenants or assignee shall agree in a form satisfactory to Landlord to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution an executed copy of each such sublease or assignment and an agreement of compliance by each such subtenant or assignee. Consent by Landlord to any assignment of this Lease or to any subletting of the Premises shall not be a waiver of Landlord's rights under this Article as to any subsequent assignment or subletting.

(e) Any sale, assignment, mortgage, transfer, or subletting of this Lease which is not in compliance with the provisions of this Article shall be of no effect and void. Landlord's right to assign its interest in this Lease shall remain unqualified. Landlord may make a reasonable

charge to Tenant for any reasonable attorney's fees or expenses incident to a review of any documentation related to any proposed assignment or subletting by Tenant.

#### Article 11: DAMAGE BY FIRE OR OTHER CASUALTY

(a) If fire or other casualty shall render the whole or any material portion of Premises untenable, and the Landlord determines that the Premises can reasonably be expected to be made tenantable within sixty (60) days from the date of such event without resorting to overtime pay for labor and Landlord elects to effect such repairs or restoration, Landlord shall repair and restore the Premises and the Building to as near their condition prior to the fire or other casualty as is reasonably possible within such period (subject to delays for causes beyond Landlord's reasonable control) and notify Tenant that it shall be doing so, such notice to be mailed within ten (10) days from the date of such damage or destruction, and this Lease shall remain in full force and effect, but the rent for the period during which the Premises are untenable shall be abated pro rata (based upon the portion of the Premises which is untenable).

(b) (i) If fire or other casualty shall render the whole or any material part of the Premises untenable and Landlord determines that the Premises cannot reasonably be expected to be made tenantable within sixty (60) days from the date of such event, then either party, by notice in writing to the other mailed within ten (10) days from the date of such damage or destruction, may terminate this Lease effective upon a date within ten (10) days from the date of such notice. In the event that more than fifty percent (50%) of the value of the Shopping Center Tract is damaged or destroyed by fire or other casualty and irrespective of whether damage or destruction can be made tenantable with one hundred sixty (60) days thereafter, or if Landlord elects not to repair or restore, then at Landlord's option, by written notice to Tenant, mailed within fifteen (15) days from the date of such damage or destruction, Landlord may terminate this Lease effective upon a date within ninety (90) days from the date of such notice to Tenant.

(ii) If this Lease is not terminated pursuant to this Article, Landlord shall repair and restore the Premises and the Shopping Center Tract to as near their condition prior to the fire or other casualty as is reasonably possible with all due diligence and speed (subject to delays for causes beyond Landlord's reasonable control) and the Rent for the period during which the Premises are untenable shall be abated pro rata (based upon the portion of Premises which is untenable). In no event shall Landlord be obligated to repair or restore any special equipment, fixtures or improvements installed by Tenant at Tenant's expense.

(c) In the event of a termination of this Lease pursuant to this Article, rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

#### Article 12: EMINENT DOMAIN

(a) If the whole or any part of the Premises shall be taken under the power of eminent domain so that the remaining portion of the Premises is unsuitable for the purposes intended hereunder, this Lease shall terminate as of the date possession of same is taken.

(b) If thirty percent (30%) of the area of the Building or thirty percent (30%) of the value of the Shopping Center Tract is taken by eminent domain, then, at Landlord's option, by written notice to Tenant mailed with sixty (60) days from the date possession is taken, Landlord may terminate the Lease effective on a date within ninety (90) days of the date possession is taken.

(c) The term "eminent domain" shall include the exercise of any similar governmental power and any purchase for other acquisition in lieu of condemnation. All damages awarded for any taking of the fee and leasehold interests shall belong to and be the property of Landlord, and Tenant hereby assigns any interest therein to Landlord, if any, in such award. Tenant shall, in any event, have the right to prove in any proceedings, and to receive, a separate award for damages to Tenant for condemnation of movable trade fixtures and equipment and for relocation or moving expenses.

#### Article 13: DEFAULT BY TENANT AND RIGHTS OF LANDLORD

(a) Bankruptcy or Insolvency. Tenant or Tenant's guarantor shall not cause or give cause for the appointment of a trustee or a receiver of the assets of Tenant or Tenant's guarantor, if any, and shall not make any assignment for the benefit of creditors, or be adjudicated insolvent. The allowance of any petition under any insolvency law except under the U. S. Federal Bankruptcy Code by the appointment of a trustee or receiver of Tenant or Tenant's guarantor, if any, or of the assets of either of them, shall be conclusive of the evidence of the petition, by the appointment of a trustee or receiver unless same is vacated within thirty (30) days after such an allowance or appointment. Any act described in this section shall be deemed in material breach of Tenant's obligations hereunder and this Lease shall thereon automatically terminate. Landlord does, in addition, reserve any and all other remedies provided in this lease or in the law.

(i) Upon filing of a petition by or against Tenant under the U. S. Federal Bankruptcy Code, Tenant, as debtor in possession, and any trustee who may be appointed agree as follows: (A) to perform each and every obligation of Tenant under this Lease including, but not limited to, the manner of "operations" as provided on the DATA SHEET and in Article 1 of this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (B) to pay in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to all Annual Minimum Rent and Other Charges otherwise due pursuant to this Lease; and (C) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or within such period as the Landlord may request under any other Chapter; and (D) to give the Landlord at least forty-five (45) days prior written notice of any proceeding relating to any assumption of this Lease; and (E) to give at least thirty (30) days prior written notice of any abandonment of the Premises, any such abandonment to be deemed a rejection of this Lease; and (F) to do all other things of benefit to the Landlord otherwise required under the Bankruptcy Code; and (G) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (H) to be deemed to have consented to the entry of an order by an appropriate

United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

(ii) No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

(iii) It is understood and agreed that this is a Lease of real property in a shopping center as such a lease is described in Section 365(b)(3) of the Bankruptcy Code.

(iv) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (A) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; and (B) the deposit of an additional sum equal to three (3) months' rent to be held as a security deposit; and (C) the use of the Premises set forth in the DATA SHEET and the quality, quantity and/or lines of merchandise of any goods or service required to be offered for sale are unchanged; and (D) the reorganized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment out of the Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; and (E) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and (F) the Premises, at all times, remains a single store and no physical changes of any kind may be made to the Premises unless in compliance with the applicable provisions of this Lease.

(b) Other Defaults. If Tenant either:

(i) fails to timely pay any of its payments to Landlord due hereunder within 10 days of its due date; or

(ii) fails to perform any of the other agreements, covenants, terms and conditions of this Lease, which default continues for 10 days after written notice from Landlord to Tenant; or

(iii) vacates or abandons the Premises for a period of 30 consecutive days, or fails to continuously operate the Premises for a period of 72 consecutive hours; Landlord, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, may, without process, re-enter immediately into the Premises and remove all persons and property, and, at Landlord's option, terminate this Lease as to all future rights of Tenant.

(c) Waiver. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they do hereby waive trial by jury in any action, proceeding or counterclaim brought by either parties hereto against the other (except for

personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said Premises, and any emergency statutory or any other statutory remedy.

#### Article 14: SURRENDER OF PREMISES

(a) On the last day of the Term of this Lease, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair consistent with Tenant's duty to make repairs as herein provided. On or before the last day of the Term of this Lease, or the date of sooner termination thereof, Tenant shall, at its sole cost and expense remove all of its property and trade fixtures and equipment from the Premises, and all property not removed shall be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereof. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall leave the Premises in good order, condition and repair, reasonable wear and tear, and damage from fire and other casualty not caused by Tenant to be excepted. Tenant shall reimburse Landlord upon demand for any expenses incurred by Landlord with respect to removal, transportation, or storage of abandoned property and with respect to restoring said Premises to good order, condition and repair. All alterations, additions and fixtures, other than Tenant's trade fixtures and equipment, which have been made or installed by either Landlord or Tenant upon the Premise, shall remain the property of Landlord and shall be surrendered with the Premises as a part thereof. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of combinations on any vaults, locks and safes left on the Premises.

(b) In the event Tenant remains in possession of the Premises after expiration of, this Lease and without the execution of a new lease, but with Landlord's written consent, it shall be deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

#### Article 15: LANDLORD'S INTEREST IN PREMISES

(a) Priority. Tenant agrees that this Lease and Tenant's rights herein are and at all times shall be subject and subordinate to any mortgage or ground lease now existing or hereafter encumbering the Premises, the Building or the Shopping Center Tract and to any and all advances to be made thereunder, and to interest thereon, and all renewals, replacements or extensions thereof, except as Landlord or Landlord's mortgagee shall otherwise specify in writing from time to time. Upon demand by Landlord or any mortgagee or ground lessor, as defined above, Tenant shall execute and deliver subordination and attornment agreements satisfactory in form and substance to Landlord and/or such mortgagee or ground lessor.

(b) Estoppel Certificates and Financial Information. Tenant shall from time to time, upon written request of Landlord, execute, acknowledge and deliver to Landlord or its designee:

(i) a financial statement (including balance sheets and operating and income statements) as of Tenant's most recently completed fiscal period for which such information is reasonably available, and

(ii) a written certificate stating: The date this Lease was executed and the date it expires, the date Tenant entered in occupancy of the Premises; the amount of Annual Minimum Rent and the date to which such Rent has been paid; and certifying that (A) this Lease is in full force and effect, has not been assigned, modified supplemented or amended in any way, and represents the entire agreement between the parties as to the Premises, (B) all conditions under this Lease to be performed by the Landlord have been satisfied and all required contributions by Landlord to Tenant on account of Tenant's improvements have been received, (C) on the date of such certification there are no existing defenses or offsets which Tenant has against the enforcement of this Lease by Landlord, (D) that no Annual Minimum Rent has been paid in advance and that no security has been deposited with Landlord and (E) such other information as Landlord may reasonably require. Tenant shall modify any of the foregoing certifications so that they accurately reflect the status of this Lease. It is intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser, coventurer or mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the building. If Tenant shall fail to respond within ten (10) days of receipt by Tenant of a written request by Landlord therefor, Tenant shall be deemed to have given such certificate as above provided without modification and shall be conclusively deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee and that this Lease is in full force and effect, and there are no uncured defaults in Landlord's performance, that the security deposit is as stated in this Lease and that not more than one month's Annual Minimum Rent has been paid in advance.

(c) Transfer of Landlord's Interest. In the event of any transfer, assignment, sale or foreclosure of Landlord's interest in the Premises, the Building or the Shopping Center Tract, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant shall attorn to the transferee, assignee or purchaser.

(d) No Partnership. The relationship of Landlord and Tenant created by this Lease shall not constitute or be construed as a partnership, principal-agent relationship, joint venture or other cooperative enterprise between Landlord and Tenant.

#### Article 16: RECIPROCAL CONSTRUCTION AND/OR EASEMENT AGREEMENT

This Lease is subject and subordinate to any reciprocal construction and/or easement agreement between Landlord and any other party or parties which now exist or which may hereafter exist during the term of this Lease and all extensions and renewals thereof. The

provisions of this clause shall be self-operative however, Tenant, upon request of any party in interest, shall execute promptly such agreements or instruments to effectuate the intent of this clause. Nothing contained in this clause shall materially adversely affect any of the rights granted to Tenant under this Lease.

Further, Landlord reserves the right to sever the ownership of or title to the various sections of the Shopping Center or Shopping Center Tract and/or to place separate mortgages on said sections, in which case the rights of Tenant will be preserved by a written declaration, to be executed by the Landlord and duly recorded, creating mutual, reciprocal and interdependent rights to use the parking and other common areas and the utilities and facilities needed for the full use and enjoyment of the Premises by Tenant and without impairing any of the duties and obligations of the Landlord to the Tenant under this Lease. Tenant covenants to execute from time to time such instruments reasonably required by Landlord and/or its mortgagee to effectuate the provisions of this clause.

#### Article 17: MISCELLANEOUS PROVISIONS

(a) Headings. The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Heirs and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon Landlord, its heirs, executors, administrators, successors and assigns, and Tenant and its permitted heirs, executors, administrators, successors and assigns. If more than one person or entity executes this Lease as Tenant, the liability of each to pay Annual Minimum Rent and other charges and to perform all other obligations hereunder shall be deemed to be joint and several.

(c) Non-waiver. Waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition of this Lease, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of Annual Minimum Rent.

(d) No Brokers. Tenant represents and warrants to Landlord that it has not engaged any broker, finder or other person other than the Broker listed on the DATA SHEET who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease, and Tenant shall indemnify and hold harmless Landlord against any loss, cost, liability or expense incurred by Landlord as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Tenant. The provisions of this section shall not apply to brokers with whom Landlord has an express written brokerage agreement.

(e) Entire Agreement. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Annual Rent, Tenant's use and occupancy of the Premises and the Building, and other matters set forth in this Lease. No prior agreements or understanding pertaining thereto shall be valid or of force or effect and the

covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

(f) Severability. Any provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicate, the obligations of Tenant pursuant to such sections of this Lease shall survive the termination of this Lease.

(g) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Annual Rent stipulated herein shall be deemed to be other than on account of the earliest stipulated Annual Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Annual Rent and other charges or pursue any other remedy in this Lease. No receipt for money by Landlord from Tenant or any other person after termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit, or imply consent for any action for which Landlord's consent is required, unless specifically agreed to in writing by Landlord. Any amounts received by Landlord may be allocated to any specific amounts due from Tenant to Landlord as Landlord determines.

(h) Governing Law. This Lease shall be construed and governed by the laws of the State in which the Shopping Center is located. All rights and occupancy of Tenant herein shall be subject to all governmental laws, ordinances and regulations, and Tenant shall comply with the same.

(i) Notices. All notices which Landlord or Tenant may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or certified mail, postage prepaid, or overnight courier service, addressed to the other party as set forth in the DATA SHEET, or at such other address and to such other parties as the parties may from time to time designate to the other in writing. The time of rendition of such notice shall be deemed to be the time when the notice is either personally delivered or deposited in the mail or given to such courier as herein provided.

(j) No Reservation. The submission of this Lease for examination does not constitute a reservation or option to lease the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant. Employees or agents of Landlord have no authority to make or agree to make a lease or other agreement or undertaking in connection therewith. Tenant confirms that Landlord and its agents have made no representations or promises with respect to the Premises or the making of or entry into this Lease except as in this Lease expressly set forth, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach or any representation or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and

Tenant and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. All preliminary negotiations are merged into and incorporated in this Lease, except for written collateral agreements executed contemporaneously herewith.

(k) Addenda. The provisions set forth in the Riders and Exhibits attached to this Lease are hereby incorporated herein by reference.

(l) Agency. All rights and remedies of Landlord under this Lease or that may be provided by law may be executed by Landlord in its own name, individually, or in the name of its agent, and all legal proceedings for the enforcement of any such rights or remedies, may be commenced and prosecuted to final judgment and execution by Landlord in its own name or in the name of its agent.

(m) Performance. All obligations of Tenant and Landlord hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including, without limitation, all payment obligations with respect to Annual Rent and all obligations concerning the condition of the Premises.

(n) Authority. Tenant shall furnish to Landlord promptly upon demand, a corporate resolution, evidence of corporate good standing, proof of due authorization of partners, or other appropriate documentation reasonably requested by Landlord evidencing the due authorization of Tenant to enter into this Lease.

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

LANDLORD:

TENANT:

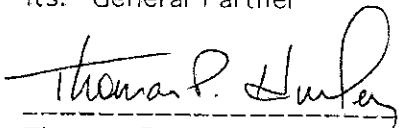
LEXINGTON SHOPPES LIMITED PARTNERSHIP

CITY OF ROSEVILLE

By: Preferred Properties, Inc.

Its: General Partner

By:

  
Thomas P. Hurley

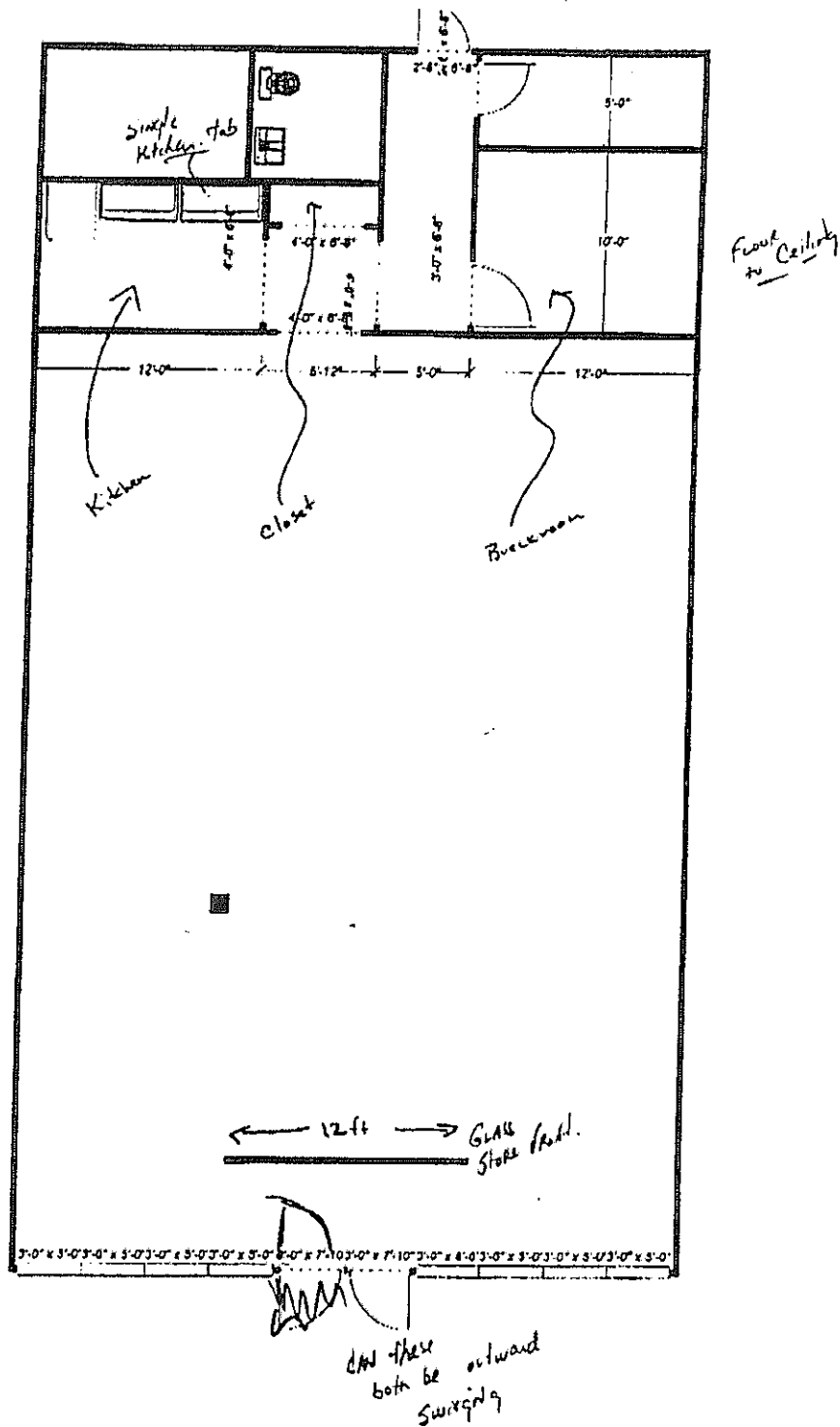
By: \_\_\_\_\_

EXHIBIT A TO RETAIL LEASE

LEGAL DESCRIPTION OF SHOPPING CENTER TRACT

Lot 8, Block One, The Lexington, according to the recorded plat thereof, Ramsey County, Minnesota.

EXHIBIT B TO RETAIL LEASE



## EXHIBIT C TO RETAIL LEASE

### RULES AND REGULATIONS

This Exhibit C is hereby incorporated into, made a part of, and is subject to, that certain Lease attached herewith (the "Lease").

SECTION C - 1. Control of Common Areas. The sidewalks, halls, passages, exits, and entrances, of the Shopping Center shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The halls, passages, exits, and entrances are for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the sole judgment of Landlord would be prejudicial to the safety, character, reputation and interests of the Shopping Center, except in areas that Landlord may designate as "Common Areas" from time to time.

SECTION C - 2. Windows. No awning, canopy or other projection of any kind over or around the windows or entrances of the Premises shall be installed by Tenant, and only such window coverings as are approved by Landlord shall be used in the Premises.

SECTION C - 3. Cooking; Lodging. The Premises shall not be used for lodging or sleeping, and unless ancillary to a restaurant or other food service use specifically authorized in the Lease, no cooking shall be done or permitted by Tenant on the Premises, except that the preparation of coffee, tea, hot chocolate and similar items for Tenant and its employees shall be permitted.

SECTION C - 4. Janitorial Work. All janitorial work for the Premises shall be paid for by Tenant. Any person or persons employed by Tenant to do janitorial work shall be subject to and under the control of Landlord or Landlord's agent while in the Shopping Center and the Premises.

SECTION C - 5. Keys. Landlord will furnish Tenant with two (2) keys to the Premises, free of charge. Tenant, upon the termination of the Lease, shall deliver to Landlord all keys to doors in the Shopping Center and the Premises.

SECTION C - 6. Hazardous Materials. Tenant shall not use or keep in the Premises or in the Shopping Center any kerosene, gasoline or flammable or combustible fluid or materials or use any method of heating or air conditioning other than that supplied by Landlord. Tenant shall not use, keep or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business in the Shopping Center.

SECTION C - 7. Invasions, Mobs. In case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Shopping Center during the continuance of same by such action as Landlord may deem appropriate, including closing entrances to the Shopping Center.

SECTION C - 8. Security. Tenant shall see that the doors of the Premises are closed and securely locked at such time as Tenant's employees leave the Shopping Center.

SECTION C - 9. Plumbing. The toilet rooms, toilets, urinals, washbowls and other apparatus shall not be used for any purpose other than that for which they are constructed; no foreign substance of any kind whatsoever shall be deposited therein, and any damage resulting to same from Tenant's misuse shall be paid for by Tenant.

SECTION C - 10. Concessionaires. Except with the prior consent of Landlord, Tenant shall not sell, or permit the sale from the Premises of, or use or permit the use of sidewalk for the sale of newspapers, magazines, periodicals, or any other goods, merchandise or service, nor shall Tenant carry one, or permit or allow any employee or other person to carry one, business in or from the Premises for the service or accommodation of occupants of any other portion of the Shopping Center, nor shall the Premises be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in the Lease.

SECTION C - 11. Antennas. Tenant shall not install any radio or television antenna; loudspeaker or other device on the roof or exterior walls of the Shopping Center.

SECTION C - 12. Trash. Tenant shall store all its trash and garbage in such location in the Shopping Center as may be designated from time to time by Landlord. No material shall be placed in the Shopping Center trash boxes or receptacles if such materials is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the City in which the Premises are located without being in violation of any law or ordinance governing such disposal. Landlord shall direct the removal of all Tenant's trash and garbage from the Premises at Tenant's expense.

SECTION C - 13. Loading and Unloading. All loading and unloading of merchandise, supplies, materials, garbage and refuse and deliver of same to the Premises shall be made only through such entryways, at such times and according to such routes that Landlord shall designate. In its use of the loading areas, Tenant shall not obstruct or permit the obstruction of said loading areas, and at no time shall Tenant park vehicles therein except for loading and unloading. No deliveries shall be left unattended in the Common Areas. Tractor trailers shall not be stored in the parking lot.

SECTION C - 14. Soliciting. Canvassing, soliciting, peddling or distribution of handbills or any other written material in the Shopping Center is prohibited, and Tenant shall cooperate to prevent same.

SECTION C - 15. Vending Machines. Tenant shall not permit the use or the operation of any vending machines or pay telephones on the Premises.

SECTION C - 16. Tenant Parking. Landlord reserves the right to designate the location and number of parking spaces to be reserved for Tenant and Tenant's employees.

SECTION C - 17. Extermination. Landlord may direct the use of all pest extermination and scavenger contractors at such intervals as Landlord may require.

SECTION C - 18. Use of Shopping Center Name. Landlord reserves the right to select the name of the Shopping Center and the buildings therein and to make such change or changes of name as it may deem appropriate from time to time, and Tenant shall refer to the Shopping Center and the buildings therein by and name other than: (i) the name as selected by Landlord (as same may be changed from time to time), and the street address, or (ii) the postal address, approved by the United State Post Office. Tenant shall not use the name of the Shopping Center and the buildings therein except to identify the location of its business.

SECTION C - 19. Displays. All articles and the arrangement, style, color and general appearance thereof, in the interior of the Premises which shall be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained in keeping with the character and standards of the Shopping Center.

SECTION C - 20. Obnoxious Activities Not Permitted. Tenant will not without the written consent of Landlord or as otherwise provided for herein, maintain any merchandise or other articles in any vestibule or entry of the Premises or outside of the Premises; use or permit any loud speakers, phonographs, public address systems, flashing, moving and/or rotating lights, sound amplifiers, radio or broadcasts within the Premises which are audible or visible outside the Premises; cause or permit odors to emanate or be dispelled from the Premises; except within the Premises, solicit business or distribute advertising material within the Shopping Center, permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area, or other Common Areas; or receive or ship articles of any kind except through service facilities designated by Landlord.

SECTION C - 21. Waiver. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of these Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.

SECTION C - 22. Lease Prevails. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of Premises in the Shopping Center. If there is any irreconcilable conflict between the terms of the Lease and these Rules and Regulations, the terms of the Lease shall control.

## EXHIBIT D TO RETAIL LEASE

### LANDLORD'S WORK

Landlord to provide all walls as outlined on Exhibit B and to include the following:

- new carpet or vinyl composition tile throughout
- all wall areas to be freshly painted
- ceiling tiles to be cleaned or replaced as needed
- front entryway system (cost of which is to be reimbursed by the Tenant at the time of occupancy)

## EXHIBIT E TO RETAIL LEASE

### TENANT'S WORK

Tenant shall provide all additional improvements not stated in Exhibit D to Retail Lease at the Tenant's sole cost.

## RIDER 1 TO RETAIL LEASE

Dated December 30, 1999, by and between LEXINGTON SHOPPES LIMITED PARTNERSHIP, as Landlord and the City of Roseville, as Tenant.

1. Additional Term. The Rent for each Lease Year during the Term hereof shall be payable in twelve (12) equal monthly installments on or before the first day of each month, in advance, in the following amounts :

| <u>Lease Month</u> | <u>Monthly Rent</u> |
|--------------------|---------------------|
| 1 -36              | \$ 2,000            |

2. Separate Metering of Utilities. Utility service for electricity, heat, telephone or cable shall be a direct rsponsibility of the Tenant.

3. Building Signage. Tenant shall be responsible for all costs associated with Tenant's exterior signage. Tenants signage must comply with all City codes and regulations and such requirements that may be stipulated by the Landlord herein and be installed in accordance with the rehabilitation timetable of the Shopping Center. Upon Lease termination, Tenant will have the right to temporary signage at Tenant's cost of at least 4 squrae feet in size for a period not to exceed one year informing Tenant's customers of its new location. The sign will be located as close as possible to the premises doorway.

4. Option to Extend Lease Term. Provided Tenant is not in default hereunder, Tenant shall have the option to extend the term of this lease for two (2) three year periods upon the same terms and conditions except for Monthly Rent, which for the option period shall be \$2,083 per month for the first three-year extension term and \$2,500 per month for the second three-year extension term. Tenant shall exercise said option by giving written notice to Landlord not later than 60 days prior to the expiration of the then current Lease Term.

5. Parking Lot. Landlord agrees to extend the parking lot to the north (subject to the approval of the City of Roseville's building department) to provide at a minimum an additional 24 parking spaces. This parking lot extension is to be completed within 12 months of the Tenants written request to proceed. Upon completion, Tenant agrees to reimburse the Landlord for 50% of the cost of such extension. Such payment to be made by Tenant within 15 days of receipt of invoice from Landlord.

6. Unpaid sums and Service Charges. Any amounts owing from the Tenant to the Landlord under this Lease shall bear interest at the Default rate. In addition to the foregoing remedies, if any payment of Annual Rent is not paid when due, Tenant shall pay a late charge equal to 5% of the amount of such overdue payment as liquidated damages for the Landlord's extra expense and handling of such past due amount.

LANDLORD:

LEXINGTON SHOPPES LIMITED PARTNERSHIP

By: Preferred Properties, Inc., its General Partner

By: Thomas P. Hurley  
Thomas P. Hurley

TENANT:

CITY OF ROSEVILLE

By: [Signature]

[Signature]  
City Manager

## Lease Addendum Two

This Addendum Two shall amend the Lease Agreement ("Lease") dated December 30, 1999 by and between to Roseville Center Limited Partnership ("Landlord") and the City of Roseville ("Tenant").

1. Tenant's Leased Premises shall be increased from the current 2,315 square feet to 3,332 square feet by adding Suite 2735 consisting of 1,017 square feet.
2. Landlord shall deliver the additional space, suite 2735, to Tenant in an AS-IS condition.
3. The Lease term for the additional space, suite 2735, shall be three (3) years and four (4) months and shall commence on October 1, 2005 and terminate on January 31, 2009.
4. The annual Rent for the additional space shall be according to the following schedule:

| <u>Lease Period</u>   | <u>Monthly Rent</u> |
|-----------------------|---------------------|
| 10/1/2005 - 1/31/2006 | \$1,500.00          |
| 2/1/2006 - 1/31-2007  | \$1,600.00          |
| 2/1/2007 - 1/31-2008  | \$1,650.00          |
| 2/1/2008 - 1/31-2009  | \$1,700.00          |

5. Tenant hereby exercises its second three (3) year option to renew the term of this Lease, as set forth under Section 4 of Rider One to this Lease. The renewal period shall be for three (3) years beginning February 1, 2006 and expiring on January 31, 2009. The rental rate for the original Premises during the renewal period shall be \$2,500 per month.
6. Provided Tenant is not in default hereunder, Tenant shall have the option (third option) to extend the term of this lease for one (1) three (3) year period upon the same terms and conditions except for Annual Rent. The Annual Rent for the original space and the additional space shall be according to the following schedule during the third option period:

### Third Option Period

#### Original Space

| <u>Option Period (Year)</u>           | <u>Monthly Rent</u> |
|---------------------------------------|---------------------|
| Feb - Jan 2009 <del>2008</del> Year 1 | \$3,050.00          |
| 2010 <del>2009</del> Year 2           | \$3,150.00          |
| 2011 <del>2010</del> Year 3           | \$3,250.00          |

#### Additional Space

| <u>Option Period (Year)</u> | <u>Monthly Rent</u> |
|-----------------------------|---------------------|
| 2009 <del>2008</del> Year 1 | \$1,750.00          |
| 2010 <del>2009</del> Year 2 | \$1,800.00          |
| 2011 <del>2010</del> Year 3 | \$1,850.00          |

All other terms and conditions of the Lease referred to in the opening paragraph of this Addendum shall remain in full effect for the duration of said Lease. By signature below, both parties agree to this Addendum:

Tenant:

CITY OF ROSEVILLE

By: Nealy Beets

Its: City Manager

Date: 9/12/2005

Landlord:

ROSEVILLE CENTER LIMITED  
PARTNERSHIP

By: [Signature]

Its:

Date: 9-21-05

## Lease Addendum Two

This Addendum Two shall amend the Lease Agreement ("Lease") dated December 30, 1999 by and between to Roseville Center Limited Partnership ("Landlord") and the City of Roseville ("Tenant").

1. Tenant's Leased Premises shall be increased from the current 2,315 square feet to 3,332 square feet by adding Suite 2735 consisting of 1,017 square feet.
2. Landlord shall deliver the additional space, suite 2735, to Tenant in an AS-IS condition.
3. The Lease term for the additional space, suite 2735, shall be three (3) years and four (4) months and shall commence on October 1, 2005 and terminate on January 31, 2009
4. The annual Rent for the additional space shall be according to the following schedule:

| <u>Lease Period</u>   | <u>Monthly Rent</u> |
|-----------------------|---------------------|
| 10/1/2005 - 1/31/2006 | \$1,500.00          |
| 2/1/2006 - 1/31-2007  | \$1,600.00          |
| 2/1/2007 - 1/31-2008  | \$1,650.00          |
| 2/1/2008 - 1/31-2009  | \$1,700.00          |

5. Tenant hereby exercises its second three (3) year option to renew the term of this Lease, as set forth under Section 4 of Rider One to this Lease. The renewal period shall be for three (3) years beginning February 1, 2006 and expiring on January 31, 2009. The rental rate for the original Premises during the renewal period shall be \$2,500 per month.
6. Provided Tenant is not in default hereunder, Tenant shall have the option (third option) to extend the term of this lease for one (1) three (3) year period upon the same terms and conditions except for Annual Rent. The Annual Rent for the original space and the additional space shall be according to the following schedule during the third option period:

### Third Option Period

#### Original Space

| <u>Option Period (Year)</u> | <u>Monthly Rent</u> |
|-----------------------------|---------------------|
| Year 1                      | \$3,050.00          |
| Year 2                      | \$3,150.00          |
| Year 3                      | \$3,250.00          |

#### Additional Space

| <u>Option Period (Year)</u> | <u>Monthly Rent</u> |
|-----------------------------|---------------------|
| Year 1                      | \$1,750.00          |
| Year 2                      | \$1,800.00          |
| Year 3                      | \$1,850.00          |

All other terms and conditions of the Lease referred to in the opening paragraph of this Addendum shall remain in full effect for the duration of said Lease. By signature below, both parties agree to this Addendum:

Tenant:

Landlord:

CITY OF ROSEVILLE

ROSEVILLE CENTER LIMITED  
PARTNERSHIP

By: Nealy. Belts

By: [Signature]

Its: City Manager

Its: [Signature]

Date: 9/12/2005

Date: 9 21 05



**GAUGHAN**  
C O M P A N I E S

November 19, 2008

Gaughan Companies  
56 East Broadway Suite 200  
Forest Lake, MN 55025

File: City of Roseville  
Roseville Center

office 651.464.5700  
fax 651.464.5757  
www.gaughancompanies.com

Ms. Brenda Davitt  
Assistant Finance Director  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

Dear Ms. Davitt:

Per your request, attached please find two original copies of the Lease Addendum Three between the City of Roseville and Roseville Center Limited Partnership.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Dan A. Hebert  
VP-Commercial Accounts

Attach.

trl

### Lease Addendum Three

This Addendum Three shall amend the Retail Lease Agreement ("Lease") dated December 30, 1999 by and between Roseville Center Limited Partnership (the "Landlord"), and the City of Roseville (the "Tenant").

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that said Lease shall be and hereby is amended to include the following:

1. Per Lease Addendum Two, the square footage has been increased to 3,332 square feet.
2. The Lease shall be extended for a (4) four years and will terminate on January 31, 2013.
3. The annual Rent for the additional space shall be according to the following schedule:

| <u>Lease Period</u>  | <u>Monthly Rent</u>         |
|----------------------|-----------------------------|
| 2/1/2009 – 1/31/2010 | \$4,200.00                  |
| 2/1/2010 – 1/31/2011 | <del>\$4,800.00</del> 4,450 |
| 2/1/2011 – 1/31/2012 | <del>\$4,950.00</del> 4,630 |
| 2/1/2012 – 1/31/2013 | <del>\$5,100.00</del> 4,815 |

All other terms and conditions of the Lease referred to in the opening paragraph of this Addendum shall remain in full effect for the duration of said Lease. By signature below, both parties agree to this Addendum:

Tenant:

CITY OF ROSEVILLE

Landlord:

ROSEVILLE CENTER LIMITED  
PARTNERSHIP

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

---

**From:** r willmus |  
**Sent:** Friday, January 23, 2009 9:29 AM  
**To:** \*RVCouncil  
**Subject:** Wow

WOW, What an Agenda!!

With regard to the License Center Lease.

Was there ever any discussion of a shorter base term, 2 yrs, with an option for years 3-4? Also, does the lease call for payments of any "Additional Rents" such as, Common Area Maintenance charges... Percentage of Gross Sales charges... Percentage of Real Estate Tax payments... The city can and should negotiate any "Additional Rents" as well as the "Base Rent!"

A Four year fixed term is too long! A shorter base term with options for subsequent years would be a much better alternative, better positioning the city in allowing adaptation to changing market conditions.

Thanks and Good Luck Monday Night!

Bob

  
**REQUEST FOR COUNCIL ACTION**

Date: February 9, 2009  
Item No.: 12.c

---

Department Approval

City Manager Approval



---

Item Description:      Consider Reappointment of Commissioners

---

**BACKGROUND**

At the January 26, 2009 Council meeting, the Council directed staff to schedule interviews for Commissioners who are eligible and interested in reapplying to serve on the various commissions. Staff scheduled interviews immediate prior to the evening's meeting.

The following Commissioners are interested in reappointment:

- Joan Felice - Public Works, Environment and Transportation
- Tam McGehee - Human Rights
- Joe Wozniak – Planning
- Gale Pederson - Parks and Recreation
- Margo Fjelstad – Ethics
- Duane Cady - Ethics

Ethics Commissioner Duane Cady was not available to be interviewed. All other Commissioners indicated they were available for the interviews.

**REQUESTED COUNCIL ACTION**

Take action on the reappointment of Commissioners.

**Prepared by:**      **Bill Malinen, City Manager**

**Attachments:**    A: Applications

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: 2/9/09  
Item No.: 12.d

Department Approval



City Manager Approval



Item Description: Contract for Appraisal and Easement Acquisition Services for the Twin Lakes AUAR Subarea I Infrastructure Improvements

**BACKGROUND**

On November 17, 2008, the City Council authorized staff to develop final plans and specifications and advertise for bids for the Twin Lakes Infrastructure Improvements- Phase I and to start negotiations with property owners for temporary and permanent easements. The Council authorized the utilization of Centre Pointe TIF funds in addition to state grant money and infrastructure contributions from Metropolitan Council's Park N Ride project to pay for the construction of the Twin Lakes Infrastructure Improvements- Phase I.

The Metropolitan Council is using Urban Partnership Agreement (UPA) funds to pay for their portion of the infrastructure improvement costs. These UPA funds must be spent by December 31, 2008. We are working on an agreement with Metropolitan Council that will be coming to the City Council for approval on February 23, detailing their participation in these improvements. In order for the Twin Lakes Infrastructure Improvements- Phase I to be constructed by December 31, 2009, we will need to start construction by June 15, 2009.

To construct Twin Lakes Infrastructure Improvements- Phase I, the City will need to purchase right-of-way and temporary easements from 6 different property owners. To start the negotiations with property owners, the City will need to conduct appraisals for the land to be purchased as right-of-way and for temporary construction easements. Staff is proposing to use the appraisal firm of Dahlen, Dwyer, and Foley. They have done appraisals for the Twin Lakes project in the past and are currently conducting the appraisal for 2785 Fairview (the Hagen parcel). They will conduct appraisals of the land needed for the construction of the Twin Lakes Phase I infrastructure, primarily property owned by P.I.K Terminal Inc, Roseville Properties, and Xtra Lease Inc. The costs of the appraisals will be \$21,000.

In order to construct these improvements, the City will need to obtain right-of-way and easements from 12 parcels. There are 6 different property owners to negotiate with for these acquisitions. Due to the number of easements and right-of-way parcels needed and the limited time to acquire them, we are recommending that we hire a consultant to conduct easement acquisitions for this project. Staff has received proposals from WSB and Associates (\$19,520) and Evergreen Land Services (\$23,400) to complete this work. Both firms are highly recommended by other clients. At this time we recommend that we amend our existing contract with WSB to include right-of-way acquisition services.

29

30 **POLICY OBJECTIVE**

31 Since the appraisal and acquisition services require professional service contracts, the City Council is  
32 being asked to authorize the City Manager to execute these agreements.

33 **FINANCIAL IMPACTS**

34 Staff recommends that TIF District 17 fund the appraisals and right- of- way acquisition services.

35 **STAFF RECOMMENDATION**

36 Staff recommends that the City Council authorize staff to enter into a contract to complete appraisals  
37 and right- of- way acquisition services for the Twin Lakes AUAR Subarea I Infrastructure  
38 Improvements.

39 **REQUESTED COUNCIL ACTION**

40 Motion to authorize the City Manager to enter into a contract with Dahlen, Dwyer & Foley, Inc in the  
41 amount of \$21,000 to conduct an appraisal for acquisition of right-of-way and temporary construction  
42 easements for the Twin Lakes Phase I Infrastructure project.

43 Motion to authorize the City Manager to amend the Twin Lakes AUAR SubArea I Infrastructure  
44 Improvements Contract with WSB and Associates to include right- of- way negotiation and acquisition  
45 services in the amount of \$19,520.

**Prepared by: Debra Bloom, City Engineer; Patrick Trudgeon, Community Development Director**

**Attachments: None**

  
**REQUEST FOR COUNCIL ACTION**

Date: 02/09/2009  
Item No.: 12.e

Department Approval

City Manager Approval



---

Item Description: Consideration of Stipulation Agreement Regarding Condemnation of Property by the Metropolitan Council for the Roseville Park and Ride Transit Facility

---

**BACKGROUND**

On December 15, 2008, the Roseville City Council approved the final plat and final PUD for the Roseville Park and Ride Transit facility in the Twin Lakes redevelopment area.

On December 28, 2008 the Metropolitan Council filed a petition in District Court to acquire property for their planned Park and Ride Transit Facility on the Old Dominion property along Cleveland Ave. in the Twin Lakes redevelopment area. The petition lists Old Dominion Freight Line, Inc.; Cent Ventures 2 LLC, and the City of Roseville as the respondents. Old Dominion is the fee owner of the subject property and Cent Ventures 2 has a purchase agreement with Old Dominion.

The stipulation agreement will allow Metropolitan Council to acquire the land necessary for its project sooner than the 90-day quick take process allows. As funding for the project needs to be expended by December 31, 2009, it is imperative for Metropolitan Council to begin work on the project as soon as possible. The stipulation agreement will allow Metropolitan Council to meet their schedule and deadlines.

Metropolitan Council will be acquiring the parcel as described in Exhibit A of the stipulation agreement in fee title to operate as a Park and Ride Transit facility. In addition, Metropolitan Council will be acquiring a temporary easement for construction, grading, and slope purposes, a temporary easement for access purposes, and permanent easements for drainage and utility purposes.

The City Council will recall that it approved an agreement with Old Dominion that provided for conveyance of the City's interest in the 10-foot strip of land to Old Dominion, subject to Old Dominion ultimately dedicating it back as part of platting.

It is important to note that even though the Metropolitan Council will be acquiring rights of use for property that includes existing rights-of-way, the City will be able to continue to utilize the property in question. This is due to the fact that the City will be regranted its right-of-way as described in the Vacation and Regranting Agreement and the final plat for Twin Lakes Addition approved by the City Council on December 15, 2008.

28 **POLICY OBJECTIVE**

29 The stipulation agreement will allow for the construction of the Park and Ride Transit facility in the  
30 Twin Lakes redevelopment area in a timely manner. Redevelopment of the Twin Lakes area has long  
31 been identified in the Comprehensive Plan as an important priority for the City of Roseville.

32 **BUDGET IMPLICATIONS**

33 Under the stipulation agreement, the City will not receive any compensation. Besides staff costs  
34 for review of the document, the City will not incur any other costs.

35 **STAFF RECOMMENDATION**

36 Staff recommends that the City Manager and Mayor enter into the Stipulation Agreement  
37 regarding the Condemnation Proceedings for by Metropolitan Council for property at 2750  
38 Cleveland Ave. for the Roseville Park and Ride Transit Facility.

39 **REQUESTED COUNCIL ACTION**

40 **MOTION** to authorize that the City Manager and Mayor to enter into the Stipulation  
41 Agreement regarding the Condemnation Proceedings for by Metropolitan Council for property at  
42 2750 Cleveland Ave. for the Roseville Park and Ride Transit Facility.

43  
Prepared by: Patrick Trudgeon, Community Development Director (651) 792-7071  
Attachments: A: Stipulation Agreement

CASE TYPE: CONDEMNATION

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Metropolitan Council, a public corporation  
and political subdivision of the State of  
Minnesota,

**IN THE MATTER OF THE**  
**CONDEMNATION OF CERTAIN LANDS**  
**FOR TRANSIT PURPOSES**

Petitioner,

Court File No. \_\_\_\_\_

v.

Old Dominion Freight Line, Inc., a  
Virginia corporation; Cent Ventures 2  
LLC, a Minnesota limited liability  
company; and City of Roseville;

**STIPULATION**  
**IN**  
**SETTLEMENT**

Respondents.

---

WHEREAS, the Metropolitan Council commenced this condemnation action by the filing of a Petition with the Ramsey County Court on December 28, 2008 for the condemnation of fee title, and temporary and permanent easements for public transit purposes.

WHEREAS, the Metropolitan Council's Petition for condemnation includes acquisition of fee title, and temporary and permanent easements over, under and across the lands described in the Petition and in **Exhibit A** attached hereto ("the Property");

WHEREAS, Petitioner and Respondent Old Dominion Freight Line, Inc., Cent Ventures 2 LLC, and Respondent City of Roseville have agreed to a full settlement of this matter.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

1. Respondents Old Dominion Freight Line, Inc., Cent Ventures 2, LLC, and City of Roseville hereby waive any and all objections to the Petition filed by the Metropolitan Council to acquire the Property and the right to 90 days notice prior to the date on which possession is to be taken, as required by Minn. Stat. § 117.042, and hereby grant the Metropolitan Council the full

right of possession to the Property on February 11, 2009, and the full title to the Property upon Court approval of the Petition and payment of the settlement amount as provided in paragraph 3 herein.

2. The parties agree that this Stipulation shall not affect the process for replatting Lots 1, 2, 3, 18, 19 and 20, Block B, Twin View, Ramsey County, Minnesota.

3. Respondents Old Dominion Freight Line, Inc., Cent Ventures 2 LLC, and City of Roseville stipulate and agree to accept compensation of One Million Two Hundred Seventy-Seven and 00/100ths Dollars (\$1,277,000.00) as full payment of damages for the taking of the Property for fee title, temporary and permanent easements as legally described in the Petition. Respondents agree that Petitioner shall pay the compensation amount of \$1,277,000.00 to Old Dominion Freight Line, Inc., and \$0.00 to Cent Ventures 2, LLC and the City of Roseville.

4. In consideration of this Stipulation in Settlement and settlement hereof, Petitioner and Respondents Old Dominion Freight Line, Inc., Cent Ventures 2 LLC, and City of Roseville waive any rights they may have to a hearing before Commissioners to determine compensation, and any rights to appeal an award of compensation.

5. The parties release and forever discharge one another, and their respective board members, council members, officers, employees, affiliates, heirs, successors and assigns from any obligation, liability or claim for damages, incidental damages, payments or losses of any kind in connection with the taking herein.

6. This Stipulation may be executed in counterparts.

7. Any interpretation of this Agreement shall be made consistent with the laws of the state of Minnesota.

8. The undersigned have read this agreement carefully and understand all its terms.

9. This Stipulation shall inure to and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth below.

Dated: \_\_\_\_\_, 2009.

METROPOLITAN COUNCIL:

By: \_\_\_\_\_  
Its Regional Administrator

Dated: \_\_\_\_\_, 2009.

OLD DOMINION FREIGHT LINE, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2009.

CENT VENTURES 2 LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2009.

CITY OF ROSEVILLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

  
**REQUEST FOR COUNCIL ACTION**

Date: 02/09/2009  
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Centennial Gardens Apartments Update

**BACKGROUND**

In June of 2007, the Roseville City Council authorized the issuance of tax-exempt bonds for Centennial Gardens Apartments in the amount of \$12M to finance the acquisition and renovation of the buildings. The tax-exempt bonds are be considered “conduit financing” and have no fiscal impact on the part of the City. All of the costs for debt issuance were paid by the applicant.

In August 2008, the City Council discussed concerns regarding rent increases and tenant not having their leases renewed that occurred as part of the rehab of the apartments. In the fall of 2008, there were several letters from Jack Cann of the Housing Preservation Project regarding the project’s violation of state statutes governing the use of the tax-exempt bonds. Specifically, Mr. Cann alleged that the project did not meet the minimum threshold for providing affordable rents for at least 20% of the units since the developer failed to include utilities in their calculation of rents when determining the fair market rent.

Upon review of Mr. Cann’s assertions, the developer’s attorney recognized a mistake was made in the calculations. Subsequently, the developer reduced the rents to get into compliance with state statutes and reimbursed the tenants that were overcharged.

Councilmember Ihlan requested that staff bring forward an update on this matter to the February 9, 2009 City Council meeting. Staff has prepared this report to give the City Council an update and plan on discussing this matter more thoroughly at the March 9<sup>th</sup> City Council meeting.

**DISCUSSION**

Minnesota State Statutes 474A.047 describe the requirements that projects must adhere to if they are using Residential Rental Bonds. One of the requirements is that at least 20% of the units do not exceed the area fair market rent. Section 474A.047(3) discusses penalties:

*474A.047 Subd. 3. **Penalty.***

*The issuer shall monitor project compliance with the rental rate and income level requirements under subdivision 1. The issuer may issue an order of noncompliance if a project is found by the issuer to be out of compliance with the rental rate or income level requirements under subdivision 1. The owner or owners of the project shall pay a penalty to the issuer equal to one-half of one percent of the total amount of bonds issued for the project under this chapter*

29 *if the issuer issues an order of noncompliance. For each additional year a project is out of*  
30 *compliance, the annual penalty must be increased by one-half of one percent of the total amount*  
31 *of bonds issued under this chapter for the project. The issuer may waive insubstantial*  
32 *violations.*

33 The statutes are very clear that the penalty is a fixed amount. In Centennial Gardens case, the penalty  
34 would be \$60,000 if the City finds the development out of non-compliance. In talking to City bond  
35 counsel, the statutes do not allow the issuer (the City) to levy a lesser or greater penalty.

36 The developer has acknowledged that they miscalculated the rents when applying the 20% affordable  
37 standard but that it was an oversight and not intentional and have since lowered the rent and refunded  
38 the overpayments to those that were overcharged.

39 Staff is in the process of collecting the information regarding the rents that were charged and when they  
40 were charged. At this point, staff is not ready to make a recommendation to the City Council in regards  
41 to a penalty and plan on bringing the whole matter to the March 9, 2009 City Council meeting.

42 **REQUESTED COUNCIL ACTION**

43 No action necessary, report provided for information purposes.

44

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

Attachments: A: 2008 Minnesota Statutes Section 474A.047 Residential Rental Bonds; Limitations  
B: Letter from Jack Cann, Housing Preservation Project dated October 24, 2008  
C: Letter from Norm Jones , Attorney for Gardens East Limited Partnership, dated October 31, 2008  
D: Letter from Jack Cann, Housing Preservation Project dated November 26, 2008

## 2008 Minnesota Statutes

---

### 474A.047 RESIDENTIAL RENTAL BONDS; LIMITATIONS.

Subdivision 1. **Eligibility.** (a) An issuer may only use the proceeds from residential rental bonds if the proposed project meets the following requirements:

(1) the proposed residential rental project meets the requirements of section 142(d) of the Internal Revenue Code regarding the incomes of the occupants of the housing; and

(2) the maximum rent for at least 20 percent of the units in the proposed residential rental project do not exceed the area fair market rent or exception fair market rents for existing housing, if applicable, as established by the federal Department of Housing and Urban Development. The rental rates of units in a residential rental project for which project-based federal assistance payments are made are deemed to be within the rent limitations of this clause.

(b) The proceeds from residential rental bonds may be used for a project for which project-based federal rental assistance payments are made only if:

(1) the owner of the project enters into a binding agreement with the Minnesota Housing Finance Agency under which the owner is obligated to extend any existing low-income affordability restrictions and any contract or agreement for rental assistance payments for the maximum term permitted, including any renewals thereof; and

(2) the Minnesota Housing Finance Agency certifies that project reserves will be maintained at closing of the bond issue and budgeted in future years at the lesser of:

(i) the level described in Minnesota Rules, part 4900.0010, subpart 7, item A, subitem (2), effective May 1, 1997; or

(ii) the level of project reserves available prior to the bond issue, provided that additional money is available to accomplish repairs and replacements needed at the time of bond issue.

Subd. 2. **15-year agreement.** Prior to the issuance of residential rental bonds, the developer of the project for which the bond proceeds will be used must enter into a 15-year agreement with the issuer that specifies the maximum rental rates of the rent-restricted units in the project and the income levels of the residents of the project occupying income-restricted units. Such rental rates and income levels must be within the limitations established under subdivision 1. The developer must annually certify to the issuer over the term of the agreement that the rental rates for the rent-restricted units are within the limitations under subdivision 1. The issuer may request individual certification of the income of residents of the income-restricted units. The commissioner may request from the issuer a copy of the annual certification prepared by the developer. The commissioner may require the issuer to request individual certification of all residents of the income-restricted units.

Subd. 3. **Penalty.** The issuer shall monitor project compliance with the rental rate and income level requirements under subdivision 1. The issuer may issue an order of

noncompliance if a project is found by the issuer to be out of compliance with the rental rate or income level requirements under subdivision 1. The owner or owners of the project shall pay a penalty to the issuer equal to one-half of one percent of the total amount of bonds issued for the project under this chapter if the issuer issues an order of noncompliance. For each additional year a project is out of compliance, the annual penalty must be increased by one-half of one percent of the total amount of bonds issued under this chapter for the project. The issuer may waive insubstantial violations.

**History:** 1990 c 552 s 7; 1991 c 346 s 13,14; 1992 c 545 art 1 s 5; 1993 c 164 s 4; 1994 c 527 s 6; 1997 c 169 s 4; 2000 c 493 s 15; 2001 c 214 s 24,25; 2008 c 366 art 5 s 19



Housing Preservation Project  
A Public Interest Law Firm

October 24, 2008

Mayor Craig Klausing  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

Re: Centennial Commons – non-compliance with Minn. Stat. § 474A.047

Dear Mayor Klausing:

We recently received, pursuant to a Data Practices Act request, communications from the owners of Centennial Commons to the City purporting to demonstrate compliance with Minn. Stat. § 474A.047. In fact, these communications demonstrate that the project is not in compliance with the statute's requirements and that the rents charged exceed the maximum permissible rents by amounts ranging from \$34 to \$39/month on 31 units for 2008. The owner's rents meet the statutory standard on only 7 units – 3.7% of the total, not the required 20%.

Minn. Stat. § 474A.047 Subd. 1(a)(2) requires that rent on 20% of the units in projects financed with tax exempt debt "not exceed the area fair market rent or exception fair market rents for existing housing, if applicable, as established by the federal Department of Housing and Urban Development. The statute requires the issuer (here, the City of Roseville) to monitor compliance. Minn. Stat. § 474A.047 Subd. 3. The statute provides a penalty of .5% of the bond amount for non-compliance.

Attached as Exhibit 1 are excerpts from the owner's October 29, 2008 communication to the City demonstrating non-compliance. Exhibit 1 was submitted to the City by the owner purporting to demonstrate compliance with § 474A.047. It indicates that the contract rent for 41 units (21.6% of the 190 units) is set at or below the 2008 Fair Market Rent (FMR) set by HUD for the metropolitan area. However, FMRs are gross rents, including utilities paid by the tenant, not contract rents: "Fair market rent means the rent, including the cost of utilities (except telephone)" 24 C.F.R. § 888.111(b); see also Fair Market Rents: Overview, HUD website, <http://www.huduser.org/datasets/fmr.html> ("FMRs are gross rent estimates. They include the shelter rent plus the cost of all tenant-paid utilities, except telephones, cable or satellite television service, and internet service.") Also included in Exhibit 1 is a utility schedule which the owner also included in its 9/29/08 communication to the City, indicating tenant paid utilities estimated at \$34/month for 1-bedroom units and \$39/month for 2-bedroom units. Because the rents for 31 units were set at the FMRs, rather than at the FMRs less the utility estimate, the rents on these units exceed the statutory maximum by the amount of the utilities estimated to be paid by the tenants.

The table attached as Exhibit 2 shows the amounts by which the owner's rents exceed the statutory maximum, for 2008 as well as for FY 2009 (which began October 1,

2008) for 31 units.

We request that the City take the following steps to bring the owner into compliance with Minn. Stat. § 474A.047:

- 1) Require that the owner immediately reduce the rents on 31 units so that the gross rents do not exceed the FMRs for units of that size.
- 2) Require that the owner pay the statutory .5% penalty for 2008, equal to \$60,000. This is a substantial violation which has gone on for more than a year, and may not be waived by the issuer.
- 3) Require that the owner reimburse all tenants overcharged to date.

Yours truly,

A handwritten signature in black ink, appearing to read 'Jack Cann', with a long horizontal flourish extending to the right.

Jack Cann

cc: Councilmember Ihlan  
State Senator Marty  
Bob Odman, MHFA  
Norman L Jones, owners' attorney

**Chris Miller**

---

**From:** Jones Norman [NJones@winthrop.com]  
**Sent:** Monday, September 29, 2008 1:54 PM  
**To:** Jeanne Kelsey, Chris Miller  
**Cc:** Terry McNellis, swenson@michaelddevelopment.com, bmcdonough@briggs.com, mippel@briggs.com  
**Subject:** Owner response letter to City of Roseville (revised 9/29/08) PDF  
**Attachments:** Owner response letter to City of Roseville (revised 9/29/08) PDF



Owner response  
letter to City ...

Jeanne,

In response to your request, we've revised the attachment to include additional rent schedules showing compliance with the rental restrictions. Let me know of any questions.

Thank you.

--Norm

Norman L. Jones  
Winthrop & Weinstine, P.A.  
Suite 3500  
225 South Sixth Street  
Minneapolis, MN 55402-4629  
Direct Dial: 612-604-6605  
Fax: 612-604-6905  
E-mail: njones@winthrop.com

Internet: [www.winthrop.com](http://www.winthrop.com) <file://www.winthrop.com>

Circular 230 Disclosure: Unless expressly stated otherwise, any federal tax advice contained in this communication (including any attachments), is not intended to be used, and cannot be used, for the purpose of (i) avoiding federal tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

**NOTICE - CONFIDENTIAL INFORMATION**

The information in this communication is privileged and strictly confidential. It is intended solely for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, any dissemination, distribution, copying or other use of the information contained in this communication is strictly prohibited. If you have received this communication in error, please first notify the sender immediately and then delete this communication from all data storage devices and destroy all hard copies.

<<Owner response letter to City of Roseville (revised 9/29/08).PDF>>

# Centennial - Rent Data

| # of Units by Type (June 2007) |    |
|--------------------------------|----|
| Studio                         | 2  |
| 1 Bedroom                      | 91 |
| 2 Bedroom                      | 93 |
| 3 Bedroom                      | 4  |

|               | Rents (June 2007) | # Units at this Rent Level | Average Rent for Type | Rents (September 2008) | # Units at this Rent Level | Average Rent for Type | Tax Credit Maximum Rents |
|---------------|-------------------|----------------------------|-----------------------|------------------------|----------------------------|-----------------------|--------------------------|
| Studio        | \$450             | 1                          | \$475                 | \$500                  | 2                          | \$500                 | \$822                    |
|               | \$500             | 1                          |                       |                        |                            |                       |                          |
| 1 Bedroom     | \$575             | 3                          | \$657                 | \$699                  | 17                         | \$770                 | \$875                    |
|               | \$600             | 2                          |                       |                        |                            |                       |                          |
|               | \$625             | 9                          |                       |                        |                            |                       |                          |
|               | \$635             | 1                          |                       |                        |                            |                       |                          |
|               | \$650             | 53                         |                       |                        |                            |                       |                          |
|               | \$675             | 8                          |                       |                        |                            |                       |                          |
|               | \$700             | 4                          |                       |                        |                            |                       |                          |
|               | \$725             | 11                         |                       |                        |                            |                       |                          |
| 2 Bedroom     | \$725             | 8                          | \$770                 | \$750                  | 2                          | \$848                 | \$1,053                  |
|               | \$735             | 1                          |                       |                        |                            |                       |                          |
|               | \$750             | 22                         |                       |                        |                            |                       |                          |
|               | \$775             | 41                         |                       |                        |                            |                       |                          |
|               | \$800             | 21                         |                       |                        |                            |                       |                          |
| 3 Bedroom     | \$1,000           | 1                          | \$1,125               | \$1,000                | 1                          | \$1,128               | \$1,217                  |
|               | \$1,100           | 1                          |                       |                        |                            |                       |                          |
|               | \$1,200           | 2                          |                       |                        |                            |                       |                          |
| Total # Units |                   | 190                        |                       |                        | 190                        |                       |                          |

### Centennial - Tax Credit Rent Limitations

|                  | Rents<br>(September<br>2008) | # Units at<br>this Rent<br>Level | Tax Credit<br>Rent Limit * | # Units<br>Meeting Tax<br>Credit Rent<br>Limit |
|------------------|------------------------------|----------------------------------|----------------------------|------------------------------------------------|
| Studio           | \$500                        | 2                                | \$822                      | 2                                              |
| 1 Bedroom        | \$699                        | 17                               | \$875                      | 17                                             |
|                  | \$700                        | 1                                | \$875                      | 1                                              |
|                  | \$702                        | 9                                | \$875                      | 9                                              |
|                  | \$775                        | 66                               | \$875                      | 66                                             |
| 2 Bedroom        | \$750                        | 2                                | \$1,053                    | 2                                              |
|                  | \$775                        | 2                                | \$1,053                    | 2                                              |
|                  | \$848                        | 16                               | \$1,053                    | 16                                             |
|                  | \$850                        | 33                               | \$1,053                    | 33                                             |
|                  | \$900                        | 38                               | \$1,053                    | 38                                             |
| 3 Bedroom        | \$1,000                      | 1                                | \$1,217                    | 1                                              |
|                  | \$1,100                      | 1                                | \$1,217                    | 1                                              |
|                  | \$1,205                      | 2                                | \$1,217                    | 2                                              |
| Total # Units ** |                              | 190                              |                            | 190                                            |

\* LIHC Limit calculated by subtracting the following utility allowances from the published 60% gross rent limits:

|           |      |
|-----------|------|
| Studio    | \$27 |
| 1 bedroom | \$34 |
| 2 bedroom | \$39 |
| 3 bedroom | \$45 |

\* Note: LIHC and federal bond rules require at least 40% of the units must meet these rent limits

## Electronic Application

## IV. ESTIMATED ANNUAL INCOME AND EXPENSES

| A. HOUSING INCOME                   |         |                                              |                                         |                                            |                                                      |                                                         |                          |                                           |                       |                         |            |
|-------------------------------------|---------|----------------------------------------------|-----------------------------------------|--------------------------------------------|------------------------------------------------------|---------------------------------------------------------|--------------------------|-------------------------------------------|-----------------------|-------------------------|------------|
| RFP Unit Type (OBR, 1BR, 2BR, etc.) | # of DU | Approx. Size (Net Rentable Sq. Ft.) of Units | Proposed Monthly Contract Rent Per Unit | Total Annual Contract Rent (# x rent x 12) | Estimated Cost of Monthly Utilities Paid by Occupant | Monthly Gross Rent (Proposed Contract Rent + Utilities) | Rental Rooms Per Unit*** | Total Rooms (# of Units x Rooms Per Unit) | Rent Limit (% of AMI) | Income Limit (% of AMI) | Unit Type* |
| OBR/SRC                             | 1       | 456                                          | \$500                                   | \$6,000                                    | \$27                                                 | \$527                                                   | 2.5                      | 2.5                                       | 60%                   | 60%                     | HTC        |
| OBR/SRC                             | 1       | 456                                          | \$500                                   | \$6,000                                    | \$27                                                 | \$527                                                   | 2.5                      | 2.5                                       |                       |                         | MR         |
| 1BR                                 | 76      | 623                                          | \$740                                   | \$674,880                                  | \$34                                                 | \$774                                                   | 3.5                      | 266                                       | 60%                   | 60%                     | HTC        |
| 1BR                                 | 17      | 623                                          | \$775                                   | \$158,100                                  | \$34                                                 | \$809                                                   | 3.5                      | 59.5                                      |                       |                         | MR         |
| 2BR                                 | 70      | 876                                          | \$860                                   | \$722,400                                  | \$39                                                 | \$899                                                   | 4.5                      | 315                                       | 60%                   | 60%                     | HTC        |
| 2BR                                 | 21      | 876                                          | \$869                                   | \$218,988                                  | \$39                                                 | \$908                                                   | 4.5                      | 94.5                                      |                       |                         | MR         |
| 3BR                                 | 3       | 1,044                                        | \$1,125                                 | \$40,500                                   | \$45                                                 | \$1,170                                                 | 6.0                      | 18                                        | 60%                   | 60%                     | HTC        |
| 3BR                                 | 1       | 1,044                                        | \$1,140                                 | \$13,680                                   | \$45                                                 | \$1,185                                                 | 6.0                      | 6                                         |                       |                         | MR         |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
|                                     |         |                                              |                                         | \$0                                        |                                                      | \$0                                                     | 0.0                      | 0                                         |                       |                         |            |
| UNITS                               | 190     |                                              |                                         | \$1,840,548                                |                                                      |                                                         |                          | 764                                       |                       |                         |            |

\* Indicate if: HTC, HOME, Market Rate (MR), Employee Occupied (EO), Owner Occupied (OO), Project Based Assistance (PBA), Hollman (MHOP), Federally Assisted (FA)

\*\*\* EMT/SRO = 2.5 rooms  
 1 BR = 3.5 rooms  
 2 BR = 4.5 rooms  
 3 BR = 6.0 rooms  
 4 BR = 7.0 rooms  
 5 BR = 8.5 rooms  
 Bed = 2.0 rooms

Utilities to be paid by Occupant (Excluding Telephone):

- ☐ Water & Sewer      ☐ Heat -Type: \_\_\_\_\_  
☐ Hot Water          ☒ Air Conditioning  
☒ Household Electric      ☐ Other-Specify: \_\_\_\_\_

Source of Utility Allowance Calculation (HTC code IRS Notice 94-60, Issued 6/96):

- ☒ Public Housing Authority      Metro HRA      ☐ Other (Specify) \_\_\_\_\_  
☐ Utility Company      Effective Date of Source of Information: 11/6/2006

## 1. GROSS POTENTIAL RENT:

|                                                  |     |                 |
|--------------------------------------------------|-----|-----------------|
| a. Rental Housing Potential                      |     | \$1,840,548     |
| b. Parking/Garage Rent Potential                 |     |                 |
| # of surface parking                             | 143 | Monthly fee \$0 |
| # of covered parking                             | 192 | Monthly fee \$0 |
| c. Commercial Rent Potential (specify)           |     |                 |
| d. Miscellaneous Rent Potential (specify)        |     |                 |
| e. Gross Potential Rent (Total Lines 1a thru 1d) |     | \$1,840,548     |

## 2. RENTAL LOSS:

|                                               |      |                       |
|-----------------------------------------------|------|-----------------------|
| a. Rental Housing Vacancy                     |      |                       |
| Vacancy Factor                                | 7.0% | x Line 1a = \$128,838 |
| b. Parking/Garage Vacancy                     |      |                       |
| Vacancy Factor                                |      | x Line 1b = \$0       |
| c. Commercial Vacancy                         |      |                       |
| Vacancy Factor                                |      | x Line 1c = \$0       |
| d. Miscellaneous Utilized Income              |      |                       |
| e. Employee Rent Credits                      |      |                       |
| f. Out of Service Units                       |      |                       |
| g. Rental Concession Adjustments              |      |                       |
| h. Bad Debt                                   |      |                       |
| i. Total Rental Loss (Total Lines 2a thru 2h) |      | \$128,838             |

3. NET RENTAL COLLECTIONS: (Line 1e minus 2i) \$1,711,710

**EXHIBIT 2**

From 9/24 email

| BRs | Units | Contract<br>Rent | Utility<br>estimate | Gross<br>Rent | 2008<br>FMR | Units<br>Counted<br>as <=FMR | Number<br>Actually<br><=FMR | Amount<br>Over FMR<br>2008 FMR | 2009<br>FMR | Number<br>Actually<br><=FMR | Amount<br>Over FMR<br>2009 FMR |
|-----|-------|------------------|---------------------|---------------|-------------|------------------------------|-----------------------------|--------------------------------|-------------|-----------------------------|--------------------------------|
| 0   | 1     | 500              | 27                  | 527           | 593         | 1                            | 1                           |                                | 610         | 1                           |                                |
| 0   | 1     | 500              | 27                  | 527           | 593         | 1                            | 1                           |                                | 610         | 1                           |                                |
| 1   | 17    | 699              | 34                  | 733           | 699         | 17                           | 0                           | 34                             | 719         | 0                           | 14                             |
| 1   | 1     | 700              | 34                  | 734           | 699         |                              | 0                           |                                | 719         | 0                           |                                |
| 1   | 9     | 702              | 34                  | 736           | 699         |                              | 0                           |                                | 719         | 0                           |                                |
| 1   | 66    | 775              | 34                  | 809           | 699         |                              | 0                           |                                | 719         | 0                           |                                |
| 2   | 2     | 750              | 39                  | 789           | 848         | 2                            | 2                           |                                | 873         | 2                           |                                |
| 2   | 2     | 775              | 39                  | 814           | 848         | 2                            | 2                           |                                | 873         | 2                           |                                |
| 2   | 16    | 848              | 39                  | 887           | 848         | 16                           | 0                           | 39                             | 873         | 0                           | 14                             |
| 2   | 33    | 850              | 39                  | 889           | 848         |                              | 0                           |                                | 873         | 0                           |                                |
| 2   | 38    | 900              | 39                  | 939           | 848         |                              | 0                           |                                | 873         | 0                           |                                |
| 3   | 1     | 1000             | 45                  | 1045          | 1110        | 1                            | 1                           |                                | 1143        | 1                           |                                |
| 3   | 1     | 1100             | 45                  | 1145          | 1110        | 1                            | 0                           |                                | 1143        | 0                           |                                |
| 3   | 2     | 1205             | 45                  | 1250          | 1110        |                              | 0                           |                                | 1143        | 0                           |                                |
|     | 190   |                  |                     |               |             | 41                           | 7                           |                                |             | 7                           |                                |
|     |       |                  |                     |               |             | 21.58%                       | 3.68%                       |                                |             | 3.68%                       |                                |



October 31, 2008

Norman L. Jones III  
Direct Dial: (612) 604-6605  
njones@winthrop.com

Mayor Craig Klausing  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

RE: October 24, 2008 letter from Jack Cann

Dear Mayor Klausing:

We were copied on a letter dated October 24, 2008 from Jack Cann addressed to you.

The letter related to the interpretation of Minnesota Statutes Section 474A.047 which requires that certain bond-financed apartment projects maintain 20% of the apartment units at rents at or below Fair Market Rents as established by HUD. In this case our firm disagrees with Mr. Cann's rationale, but agrees with him as to the end result. This represents a reversal of our firm's previous position, and it was our advice on which the owner relied in determining its compliance with this provision.

The relevant part of Minnesota Statutes 474A.047, Subd. 1(a)(2) provides as follows:

"(2) the maximum rent for at least 20 percent of the units in the proposed residential rental project do not exceed the area fair market rent or exception fair market rents for existing housing, if applicable, as established by the federal Department of Housing and Urban Development. ..."

Our firm had previously interpreted the first use above of the term "rent" to mean actual rent. As recently as Tuesday, we informally received the same interpretation from a responsible official at the Department of Finance, which has regulatory authority over this portion of the Minnesota statutes. However, after further research by Briggs & Morgan, we have concluded our past interpretation was in error and have notified our client. The owner is immediately correcting its FMR rent limits going forward to take into account the utility allowance.

Looking backward, to discover the extent of the issue in the past, we reviewed past rent rolls from the project, including for December 2007, May 2008 and June 2008. We found the following numbers of units that were rented or offered for rent at or below the FMRs (out of 190 total units), when properly adding utility allowances to the rent:

| Month of Rent Roll | Efficiencies below FMR | 1-beds below FMR | 2-beds below FMR | 3-beds below FMR | Total units below FMR | % below FMR |
|--------------------|------------------------|------------------|------------------|------------------|-----------------------|-------------|
| December 2007      | 2                      | 40               | 75               | 2                | 119                   | 62.6%       |
| May 2008           | 2                      | 25               | 51               | 1                | 79                    | 41.5%       |
| June 2008          | 2                      | 1                | 17               | 1                | 21                    | 11.0%       |

It is our conclusion, based on this data, that the project was in compliance with the FMR requirement through the end of May 2008.

As stated above, as soon as we notified the owner of our changed interpretation, the owner immediately started correcting its rent structure to come back into compliance this month. The extent of the issue is the 5-month period from June 2008 through this month during which the project was in only partial compliance.

The owner hereby proposes to refund rent to tenants occupying units which were intended to meet the FMR requirement during the period from June 2008 forward such that the actual rent plus utility allowance meets the FMR rent restriction.

Although Mr. Cann's letter makes the immediate call to penalize the owner, we would suggest that a penalty is unwarranted at this time. The purpose of a penalty is to induce voluntary compliance or change behavior. As stated above, the owner thought it was fully and voluntarily in compliance for the entire period and relied on our advice in support of that. As soon as we brought this matter to their attention on Tuesday they began corrective measures. Also, the period of noncompliance was very short. Fortunately, Mr. Cann's inquiry at this time allowed us to catch our error and have the owner correct it before the situation went on for a long period of time. Finally, it appears the situation can be completely corrected by refunds to tenants, bringing the project back into full compliance.

An additional submission will be made to you when the corrective measures have been completed by the owner. Please let me know if you have any questions regarding this matter.

Very truly yours,

WINTHROP & WEINSTINE, P.A.



Norman L. Jones III

Mayor Craig Klausing  
October 31, 2008  
Page 3

cc: Councilmember Amy Ihlan  
Bob Odman  
Jack Cann  
Mary Ippel

4114993v1



Housing Preservation Project  
A Public Interest Law Firm

November 26, 2008

Mayor Craig Klausing  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

Re: Centennial Commons – non-compliance with Minn. Stat. § 474A.047

Dear Mayor Klausing:

On October 24, we wrote you demonstrating that the owners of Centennial Commons were not in compliance with Minn. Stat. § 474A.047 Subd. 1(a)(2). The statute requires that 20% of the units in projects financed with tax exempt bonds be rented at no more than the area Fair Market Rents. Fair Market Rents are gross rents – contract rents plus tenant paid utilities. The owner's communication to the City indicated that the owners were charging contract rents equal to the fiscal year 2008 Fair Market Rents on those units designated to comply with the statute. Thus, during fiscal 2008, residents of these units were being over-charged by the amount of the utility allowance (\$34 for 1-BR units and \$39 for 2-BR units). An increase in the Fair Market Rents for fiscal 2009 (beginning October 1, 2008) appeared to reduce the amount of the violation to \$14/unit. We asked that the City require the owner to reduce the rents to the levels permitted by the statute, reimburse tenants who had overpaid, and pay the statutory penalty equal to .5% of the bond amount.

The owner's attorneys responded on October 31, 2008 conceding that FMRs are gross rents and were set too high. They indicated that the owner would reduce the contract rents on at least 20% of the units to the FMRs less the utility allowances and would reimburse tenants who had overpaid. They argued, however, that the non-compliance with the statute was an innocent mistake based on bad advice from the law firm and therefore the penalty should not be imposed.

We were informed late last week by tenant Marsha Cressy that the owner, having previously given her a two month notice that her two bedroom rent would be raised to \$848 on December 1, had still not rescinded that notice in conformance with the attorney's promise that they would do so. The rent level set for December 1 is the FMR for 2-BR units for FY 2008. It is apparently intended by the owner to comply with the Minnesota statute. But, as we pointed out in our letter, and as the owner's attorney conceded, it does not. The FY 2009 FMR is \$873 for a 2-BR units; the utility allowance cited by the owner is \$39, so the contract rent for a 2-BR unit intended to meet the 20% requirement may not exceed \$834. It is quite disturbing that as recently as last week the owner was demanding rents in excess of the statutory limit, having promised more than a month ago through their attorneys not to do so.

570 Asbury Street, Suite 105 • St. Paul, MN 55104 • tel: 651.642.0102 • fax: 651.642.0051

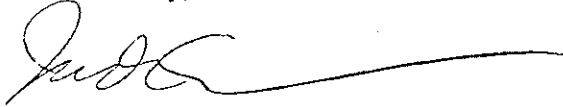
*Dedicated to expanding and preserving the supply of affordable housing in Minnesota and nationwide*

The statute requires the issuer (here, the City of Roseville) to monitor compliance. Minn. Stat. § 474A.047 Subd. 3. We appreciate the City's recent request that the owner document compliance with the statute. We request that the City immediately assure that any improper rent increases scheduled for December 1 have been canceled.

As to the statutory penalty, we would point out that the assertion that the violation was based on a misinterpretation of the law is highly suspect. The rent limits in the tax credit program, with which the owner and its attorney are quite familiar are gross rent limits; so owner and attorney were familiar with the concept as is indicated by the fact that the owner included utility allowances in its submissions to the MHFA. That FMRs are likewise gross rents is a concept familiar to any experienced housing professional – and the owners are experienced professionals. That the owners understood the meaning of the statute is further indicated by the fact that the owner's initial submission to the MFHA set contract rents for 20% of the units at levels intended to be below the FMRs when utility allowances were added. For instance, the 2007 1-Br FMR was \$707 and the utility allowance was \$30, permitting a contract rent of no more than \$677. The standard rent shown for 1-Brs was \$725 but 19 units were set at \$675 – clearly recognizing the need to deduct utility costs from the FMR to arrive at a contract rent within the statutory limit for units intended to satisfy the 20% requirement.

This was a substantial violation of the statute; one which appears to have continued long after the owner's attorney promised that it would stop. In such cases, the penalty is mandatory.

Yours truly,

A handwritten signature in black ink, appearing to read 'Jack Cann', with a long horizontal flourish extending to the right.

Jack Cann

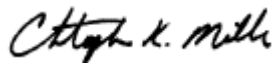
cc: Councilmember Ihlan  
State Senator Marty  
Bob Odman, MHFA  
Norman L Jones, owners' attorney

  
**REQUEST FOR COUNCIL ACTION**

Date: 1/26/09  
Item No.: 13.a

Department Approval

City Manager Approval



Item Description: Discuss an Alternative Budgeting Process for 2010

**BACKGROUND**

Historically, the City of Roseville has followed a budget process the called for the City Council to provide some general budgetary goals, followed by the submittal of a City Manager Recommended Budget. The Council then held subsequent budget discussions which culminated in the passage of a final budget in December of each year.

While this budgeting technique is a familiar process and doesn't necessarily require any added effort than the previous year, it will arguably prove to be inadequate in addressing future budgets. For 2010 and beyond, the City will in effect be forced to confront two principle concerns that it has largely escaped up until now. They include:

- ❖ Dealing with the implications resulting from recurring State-imposed levy limits
- ❖ Addressing the City's asset replacement programs which remain on an unsustainable course

The urgency in addressing these concerns stems from the knowledge that levy limits are expected to remain in place at least through 2011; and the City's dedicated facility, vehicle, and equipment replacement funds are projected to be drained by as early as late-2009 based on current replacement schedules. In addition, the cost of maintaining current service levels is outpacing available funding sources. Additional information regarding the City's financial picture is shown in the attached draft of the *2010-2019 Financial Plan*.

These financial realities will require a fundamental and swift change in how we allocate resources. We simply cannot afford to allocate new budget monies under the belief that the current budget is the 'right' budget. It is imperative that we prioritize spending based on achievable goals and objectives, and remain disciplined in equating the public's demand for services with their ability or willingness to pay.

This new dynamic requires a different budgeting approach. City Staff is recommending that the Council adopt an outcome-based budgeting process. This process has been presented to the City Council in prior years but to date, has not been adopted. The concept is explained in greater detail below.

## Outcome-Based Budgeting Overview

The concept of outcome-based budgeting is not new, but it has received added emphasis in the past few years in response to the numerous financial uncertainties facing governments, as well as the ever-increasing demand for services and accountability.

While many versions of Outcome-based budgeting exist, they are all premised on the fundamental concept of allocating sufficient funds to achieve a desired outcome. For example, if we established a goal of having the Fire Department arrive at the scene of a fire within 3 minutes of the 911 call, then we would determine what that will cost and allocate an appropriate amount of budget dollars. This is in contrast to how we typically allocate new dollars, which is to take what we allocated last year, add some percentage increase, and make our best effort.

In addition to aligning resources with outcomes, outcome-based budgeting can also ensure that those services that matter the most are properly funded. It is conceivable that the City is providing a high level of service for a program that creates nominal value, at the expense of another that creates greater value. An outcome-based budgeting approach would help demonstrate how the City can achieve the greatest value overall.

Generally speaking, the steps under this new budgeting process are as follows:

- 1) Establish what the customer (taxpayer) is willing to pay overall for services
- 2) Establish the City's program priorities (outcomes) and rank them
- 3) Systematically allocate resources sufficient to achieve priority (outcome) #1, then outcome #2, etc.

For Step #2, it is suggested that the City Council assign program priorities in the following general order:

- 1) Federal and state mandates
- 2) Adherence to the City's Financial Policies
- 3) Strengthening funding mechanisms for the replacement of City assets
- 4) Adequately funding non-discretionary services
- 5) Providing funding for higher-valued discretionary services

It should be noted that the ranking process can go through many iterations and in most situations shouldn't be done in a vacuum. For example, we may establish an outcome of having a high quality and safe park system. To achieve this, we would likely need to assign a high funding priority for parks and police patrol.

In addition, we may find after only one or two iterations that a program with strong intrinsic value isn't funded at an appropriate level. Through the next iteration, we can go back and assign a new budget amount to it and readjust other programs accordingly. The ranking process should remain fluid until a final consensus is reached. But once it's finished, it's important to move forward.

Step #3 is repeated until we've exhausted all available funding. Under this process, we would expect to run out of money before we run out of priorities. When the funding is exhausted, we suspend all unfunded programs. For those programs that don't receive any funding, it's important to keep in mind that while they create value, they create less than those that were funded.

76 Action Steps

77 If the Council is interested in pursuing this alternative budgeting process, the next steps would tentatively  
78 include:

- 79
- 80 1) Compile program-specific costs, including variables for different levels of service. **Timeline:**  
81 **March–May**
  - 82 2) Identify the public’s ability or willingness to pay for City services. **Timeline: February – May**
  - 83 3) Establish a prioritization process where Councilmembers can select from a ‘menu’ of programs and  
84 service levels. **Timeline: June-August**
- 85

86 The calculation of program-specific costs is very labor-intensive and cannot be fully accommodated by City  
87 Staff alone. Therefore it is suggested that as part of an outcome-based budgeting process, the City engage  
88 an independent firm to assist in this process.

89

90 In addition, the Council may find it helpful to approach the budgeting process using other planning tools  
91 that have been developed in the past year. As an example of how this might work, a graphic depicting the  
92 City of Lynwood, Washington’s Performance Management system is attached.

93 **POLICY OBJECTIVE**

94 Establishing a budget process that aligns resources with desired outcomes is consistent with governmental  
95 best practices, provides greater transparency of program costs, and ensures that budget dollars are allocated  
96 in the manner that creates the greatest value.

97 **FINANCIAL IMPACTS**

98 Not applicable.

99 **STAFF RECOMMENDATION**

100 Staff Recommends the Council adopt an outcome-based budgeting process for 2010 as outlined above  
101 and/or as modified by the City Council. If the Council concurs, Staff further recommends that the City hire  
102 an independent firm to assist in the calculation of program costs.

103 **REQUESTED COUNCIL ACTION**

104 Provide direction to Staff on whether to pursue an outcome-based budgeting process for 2010.

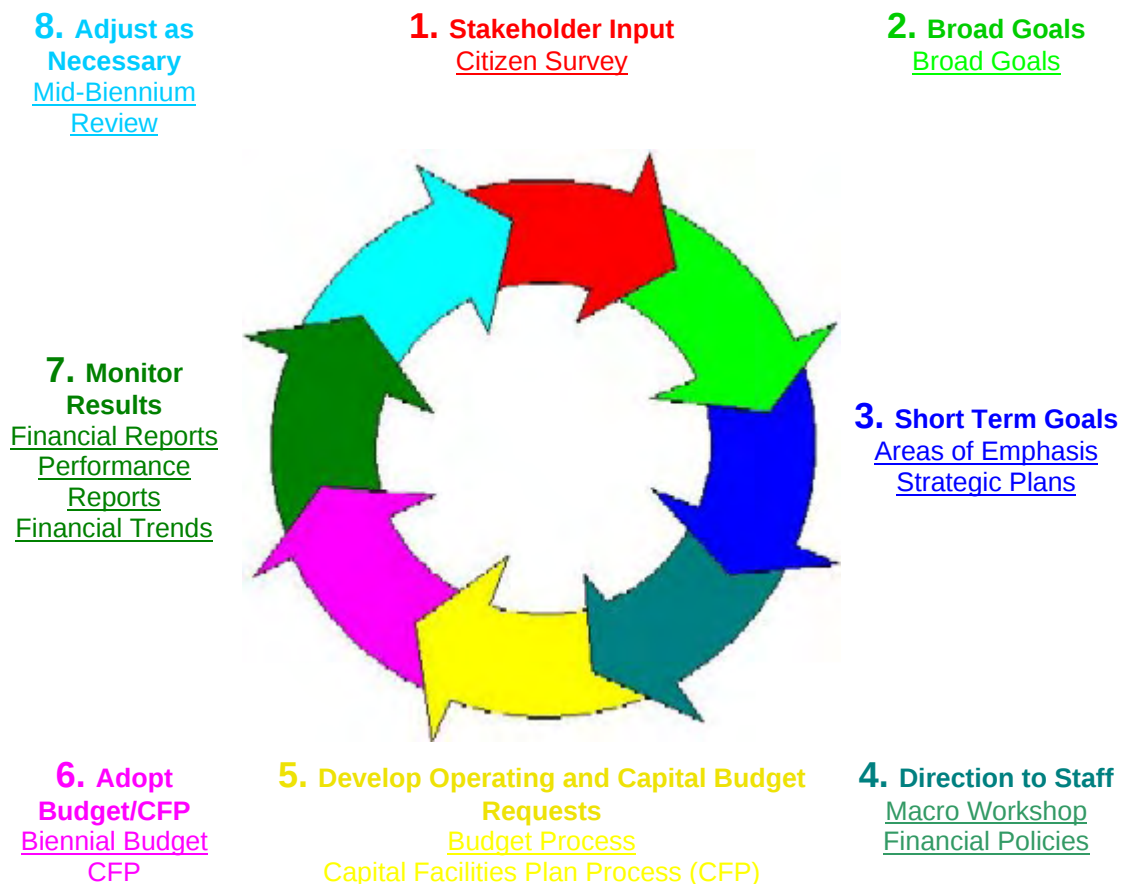
105

Prepared by: Chris Miller, Finance Director  
Attachments: A: City of Lynwood, Washington Performance Management System  
B: 2010-2019 Financial Plan (Draft)

## PERFORMANCE MANAGEMENT SYSTEM

The City of Lynnwood has implemented Performance Management as adapted from [National Advisory Council on State and Local Budgeting](#) recommended guidelines for best practices in local government management. This diagram illustrates the performance management program in Lynnwood.

The links refer to Lynnwood's work in each of the recommended management areas.





## 2010 - 2019 Financial Plan

Submitted \_\_\_\_\_, 2009

# Table of Contents

|                                                      | <b>Page</b> |
|------------------------------------------------------|-------------|
| <b>Section 1 - Executive Summary</b>                 |             |
| Citywide Overview .....                              | 2           |
| <br><b>Section 2 – Enterprise Operations</b>         |             |
| Operations .....                                     | 3           |
| Capital Investment .....                             | 4           |
| Financial Impact.....                                | 5           |
| <br><b>Section 3 – General Purpose Operations</b>    |             |
| Operations .....                                     | 6           |
| Capital Investment .....                             | 7           |
| Financial Impact.....                                | 8           |
| <br><b>Appendix – Financial Plan Schedules</b> ..... | 9           |

**Executive Summary**

Enclosed is the 2010-2019 Financial Plan as prepared in accordance with the goals and strategies identified in the Imagine Roseville 2025 initiative and in consideration of the policies, goals and objectives identified by the City Council. Like the Capital Improvement Plan (CIP), the Financial Plan should not be construed as a request for funding; rather it is designed to serve as a planning tool that can be used to make informed financial decisions.

The Financial Plan is segregated into two portions; operations and capital investments. While both portions are crucial for maintaining services, the potential for alternative funding sources and the flexibility in making operational adjustments can vary significantly for each. Therefore they are looked at separately for financial planning purposes.

In addition, the Financial Plan makes the distinction between general-purpose operations that are used to provide police, fire, streets, and parks & recreation, and are typically funded by property taxes; and enterprise or business-type operations that are used to provide for water, sewer, storm, and golf course operations which are typically funded by user fees. Each of these separate categories is discussed in greater detail below.

If current operational trends continue and if the City makes all planned capital replacements over the next 10 years, it will create a sizeable impact on Roseville property owners. In order to maintain programs and services at existing levels and to replace infrastructure at the optimal time, property tax levies will need to increase by 17% per year for the next 10 years. Water and Sewer rates will need to increase by 10% per year during this same period. Under this scenario, a typical single-family home will see their combined City property tax and utility bill increase from \$1,101 in 2009 to \$3,018 in 2019, an increase of \$192 per year. These impacts can be lessened if the City chooses to eliminate programs, reduce service levels, or delay capital replacements.

With these projections, Roseville would no longer be among the lowest taxed cities in the Twin Cities Metropolitan Area. It is estimated that Roseville will go from having the 7<sup>th</sup> lowest taxes out of 60 comparative cities, to having the 25<sup>th</sup> to 30<sup>th</sup> lowest. This would place Roseville near the median taxation level. For comparison purposes, the cities currently near the median include: Bloomington, St. Louis Park, Burnsville, New Brighton, and Mounds View.

The impacts noted above can also be portrayed as a percentage of household income. Based on the projections above, it is estimated that each household will pay 2.0-2.5% of their income to the City for property taxes and their utility bill in 2019. By comparison, Roseville households paid 1.5% of their income in 2002 and an estimated 1.3% in 2009.

More detailed information is presented below.

**Enterprise Operations**

The City's enterprise or business-type operations include the City's water, sanitary sewer, storm sewer, solid waste recycling, and golf course operations. They are categorized as enterprise operations because they are run much like a private, stand-alone business that is sustained solely by the direct revenues they receive. These operations do not receive any property tax monies.

Enterprise operations are funded by user fees, a portion of which is set aside for future capital replacements. The remaining is used for day-to-day operations. For financial planning purposes, the City looks at operations and capital investments separately. The financial plan for each of these categories is discussed in greater detail below.

**Operations**

Over the next 10 years, the City's enterprise operations are projected to collectively grow 5% per year, from \$9.8 million in estimated expenditures in 2009 to \$14.8 million in 2019. This assumes that the City will continue providing the same services and levels of services as it currently does. The projections incorporate increases in personnel, supplies & materials, and other operating costs including the purchase of water from the City of St. Paul and wastewater treatment costs paid to the Metropolitan Council.

Projected cost increases by major category for the enterprise functions are as follows:

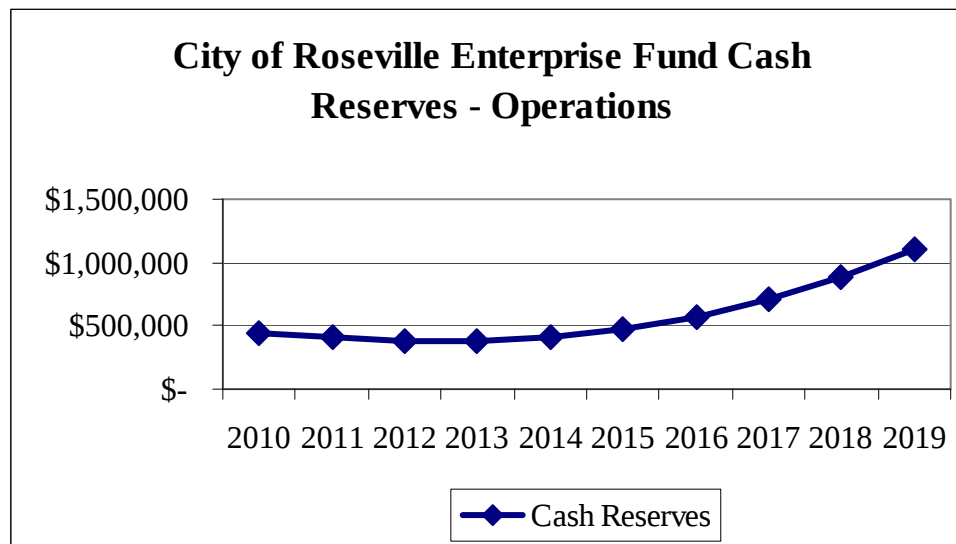
- ❖ Personnel costs - 5% thru 2012; and 4% thereafter
- ❖ Supplies and materials - 3%
- ❖ Other services and charges - 3%

The projected cost increases through 2019 are comparable to actual increases realized in prior years. To accommodate these additional costs, operating revenues rates will need to increase by a corresponding amount. User fee increases will fluctuate greatly depending on the enterprise function, with golf course and recycling fees rising at 3% annually. By contrast, stormwater fees will need to rise at 8% annually to offset projected cost increases and to equate current revenues with current expenditures. Water and sanitary sewer fees will need to rise at approximately 4% per year.

Cash reserves held in the enterprise funds are expected to generate an investment return of 5% annually which can be used to partially offset operational costs.

Additional user fee increases will be needed to offset capital investment needs. These increases are discussed in greater detail below.

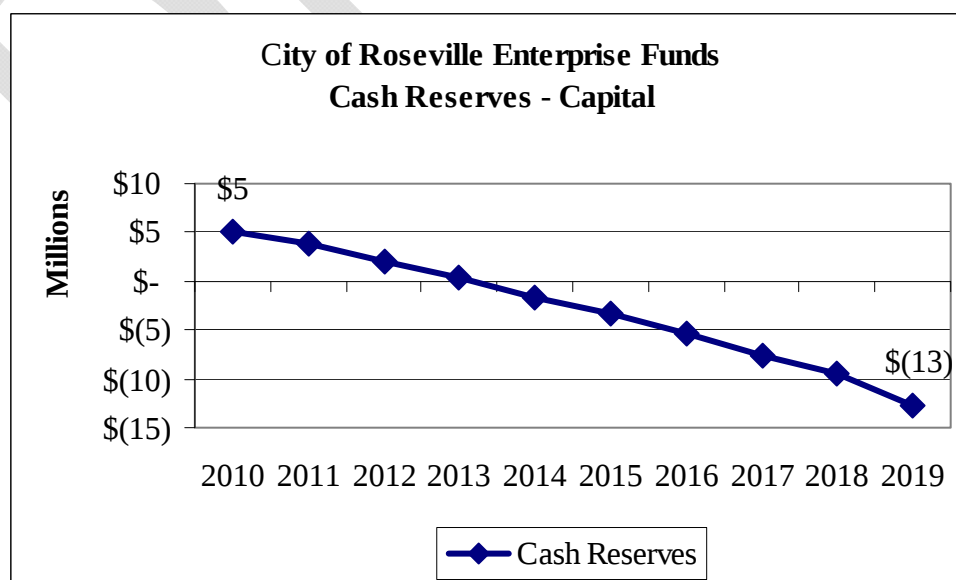
Based on the projected cost increases and added revenues, the cash reserve levels for operations in the City's enterprise-type functions are depicted in the following chart:



#### Capital Investment

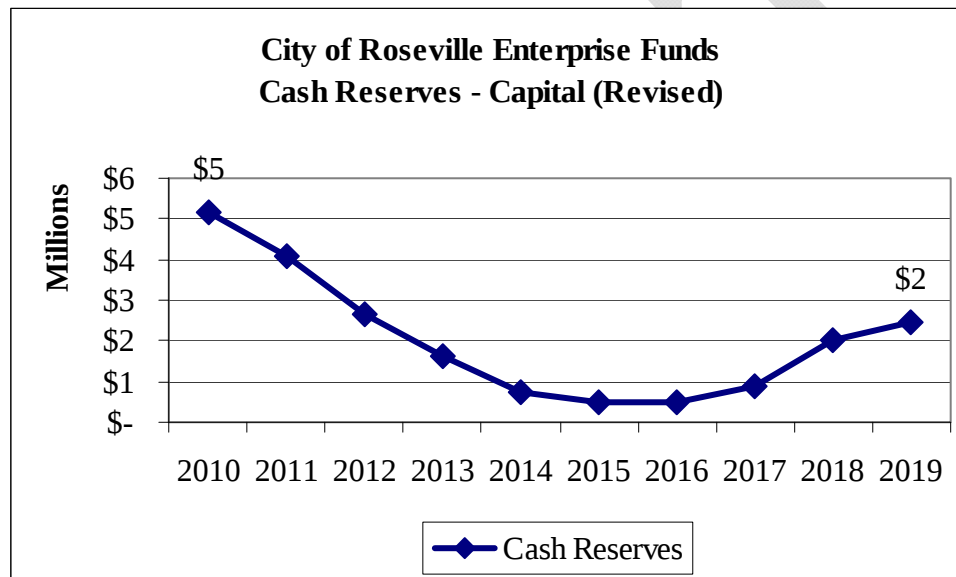
The 2009-2018 CIP identified approximately \$26.9 million in asset replacement needs including the replacement of vehicles, water and sanitary sewer mains, stormwater mains and retention ponds, and golf course improvements. By contrast, using the current funding source of asset depreciation charges, only \$8.5 million of available monies were identified, leaving a funding gap of \$18.4 million over the next 10 years. If existing reserves in the enterprise funds are also applied, the funding gap drops to \$12.7 million over the next 10 years.

Based on the CIP, the City will exhaust its dedicated asset replacement funds for its enterprise-type operations by 2014. This is depicted in the following chart.



To prevent a deficit from occurring, the City must; divest some city assets, defer asset replacements, or increase user fees. If the City chooses to rely solely on increased user fees; water and sewer rates will need to increase by 3-5% annually over the next 10 years. This is above and beyond any increase that will be needed to offset increasing operational costs. Green fees at the Golf Course will need to increase by 4.5% annually to afford planned infrastructure improvements. These user fee increases can be somewhat mitigated if the City defers some capital replacements. However, this will likely necessitate greater investment in asset maintenance.

With the user fee increases, and following the asset replacement schedules identified in the CIP, the cash reserves in the City's enterprise funds dedicated for capital needs will be as follows:



#### Financial Impact

Based on the projections noted above, the following table depicts the annual water, sanitary sewer, storm sewer, and recycling charges for a typical household:

**Annual Household Utility Bill**

| 2009   | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019     |
|--------|------|------|------|------|------|------|------|------|------|----------|
| \$ 519 | 555  | 593  | 634  | 677  | 724  | 774  | 828  | 886  | 948  | \$ 1,015 |

As shown in the above table, over the next 10 years a typical household will incur an average increase of \$49 or 9.5% annually on their utility bill. Green fees at the golf course will need to increase 7.5% per year. Again, these increases can be mitigated somewhat if the City defers the replacement of some capital assets beyond 10 years.

**General Purpose Operations**

The City's general purpose operations include the City's police, fire, streets and pathways, parks and recreation, and general administrative and finance functions. For purposes of this financial plan, it excludes general facilities such as City Hall, Public Works Building, and all fire stations. Which have typically been financed with voter-approved bonds.

In contrast to the City's water and sewer operations, general purpose functions are provided for by a variety of funding sources most notably, property taxes.

Each year, a portion of the property tax levy is set aside for future capital replacements. The remaining is used for day-to-day operations. For financial planning purposes, the City looks at operations and capital investments separately. The financial plan for each of these categories is discussed in greater detail below.

**Operations**

Over the next 10 years, the City's general purpose operations are projected to collectively grow 4.9% per year, from \$15.6 million in estimated expenditures in 2009 to \$23.3 million in 2019. This assumes that the City will continue providing the same services and levels of services as it currently does. The projections incorporate increases in personnel, supplies & materials, and other operating costs including contracted legal and other professional services.

Projected cost increases by major category for the general purpose functions are as follows:

- ❖ Personnel costs - 5% thru 2012; and 4% thereafter
- ❖ Supplies and materials - 2%
- ❖ Other services and charges - 2%
- ❖ Minor equipment – 50% thru 2014; and 25% thereafter

The projected cost increases through 2019 are comparable to actual increases realized in prior years. To accommodate these additional costs, operating revenues rates will need to increase by a corresponding amount. For General Fund activities including police, fire, streets, etc., revenues will need to increase as follows:

- ❖ Property taxes – 5%
- ❖ Licenses and permits – 2%
- ❖ Court fines – 2%
- ❖ Intergovernmental – 2%
- ❖ Charges for services – 2%
- ❖ Other – 1%

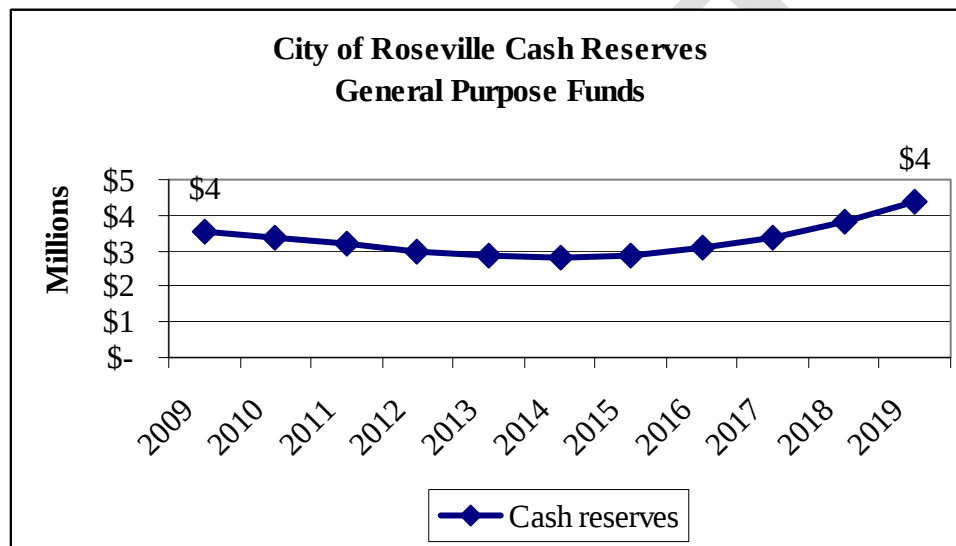
For Parks & Recreation activities including recreation programs and park maintenance, revenues will need to increase as follows:

- ❖ Property taxes – 5.5%
- ❖ Charges for services – 3%

Property taxes are needed to increase at a faster rate for the Parks & Recreation activities because it lacks any substantive cash reserves to buffer cost increases.

Cash reserves held in the general purpose funds are expected to generate an investment return of 5% annually which can be used to partially offset operational costs. Additional property tax increases will be needed to offset general purpose capital investment needs. These increases are discussed in greater detail below.

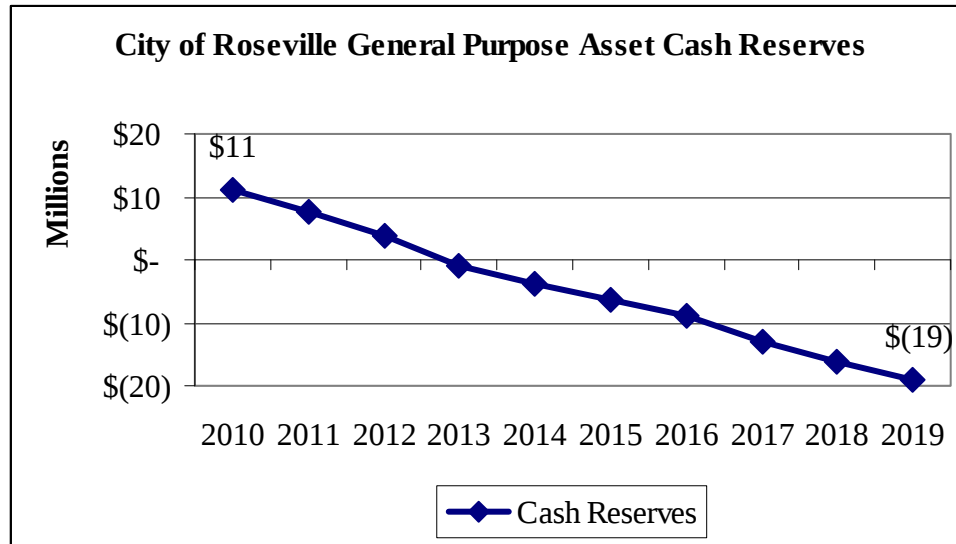
Based on the projected cost increases and added revenues, the cash reserve levels for operations in the City's general purpose functions are depicted in the following chart:



#### Capital Investments

The 2009-2018 CIP identified approximately \$73.4 million in general purpose asset replacement needs including the replacement of buildings, streets, parks and trails, and vehicles and equipment. By contrast, using the current funding sources of property taxes, MSA monies, and interest earnings on the City's Street Infrastructure Replacement Fund, only \$34.7 million of available monies were identified, leaving a funding gap of \$38.7 million over the next 10 years. If existing reserves in the City's general purpose asset replacement funds are also applied, the funding gap drops to \$29.9 million over the next 10 years.

Based on the asset replacement schedules identified in the CIP, the City will exhaust its dedicated asset replacement funds for its general purpose operations by 2013. This is depicted in the following chart.



To prevent this deficit from occurring, the City must; divest some city assets, defer asset replacements, or increase property taxes. If the City chooses to rely solely on increased property taxes; the City's property tax levy will need to increase by 11.9% annually over the next 10 years. This is above and beyond any increase that will be needed to offset operational costs.

Again, this is the amount necessary to fully fund all streets, parks and trails, and vehicles and equipment over the next 10 years while preserving the City's Street Infrastructure Replacement Fund at existing levels. All other asset replacement funds will have nominal reserves by 2019. These property tax increases can be somewhat mitigated if the City defers some capital replacements. However, this will likely necessitate greater investment in asset maintenance.

It may be prudent to rely on voter-approved bonds to finance the replacement of park system assets in addition to general facilities. Removing these two large categories would reduce the need for a tax levy increase of only 5.3% per year.

#### Financial Impact

Based on the projections noted above, the following table depicts the annual property tax impact necessary to finance the operational and capital needs for the City's general purpose functions including all streets, parks and trails, and vehicles and equipment:

**Annual Household Property Tax Bill**

| 2009   | 2010 | 2011 | 2012 | 2013 | 2014  | 2015  | 2016  | 2017  | 2018  | 2019     |
|--------|------|------|------|------|-------|-------|-------|-------|-------|----------|
| \$ 582 | 645  | 716  | 823  | 965  | 1,128 | 1,303 | 1,478 | 1,653 | 1,828 | \$ 2,003 |

As shown in the above table, over the next 10 years a typical household will incur an average increase of \$142 or 24.4% annually on their property tax bill – holding all other factors constant.

**Appendix A – Financial Plan Schedules**

**(see attached schedules below)**

DRAFT

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Operations

| Water Fund                  |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-----------------------------|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Final<br>2009 | Estimated<br>2010 | Estimated<br>2011 | Estimated<br>2012 | Estimated<br>2013 | Estimated<br>2014 | Estimated<br>2015 | Estimated<br>2016 | Estimated<br>2017 | Estimated<br>2018 | Estimated<br>2019 |
| <b>Revenues</b>             |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| User fees                   | \$ 5,360,000  | \$ 5,561,000      | \$ 5,769,538      | \$ 5,985,895      | \$ 6,210,366      | \$ 6,443,255      | \$ 6,684,877      | \$ 6,935,560      | \$ 7,195,643      | \$ 7,465,480      | \$ 7,745,436      |
| Less depreciation           | (300,000)     | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         |
| Interest Earnings           | 2,000         | 4,203             | 7,857             | 10,978            | 13,474            | 15,454            | 16,841            | 17,548            | 17,483            | 16,543            | 14,620            |
| Other                       | -             | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Revenues              | \$ 5,062,000  | \$ 5,265,203      | \$ 5,477,395      | \$ 5,696,873      | \$ 5,923,840      | \$ 6,158,709      | \$ 6,401,718      | \$ 6,653,108      | \$ 6,913,126      | \$ 7,182,023      | \$ 7,460,055      |
| <b>Expenditures</b>         |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Personnel Costs             | \$ 358,800    | \$ 376,740        | \$ 395,577        | \$ 415,356        | \$ 431,970        | \$ 449,249        | \$ 467,219        | \$ 485,908        | \$ 505,344        | \$ 525,558        | \$ 546,580        |
| Supplies and Materials      | 55,250        | 56,908            | 58,615            | 60,373            | 62,184            | 64,050            | 65,971            | 67,951            | 69,989            | 72,089            | 74,251            |
| Other Services and Charges  | 4,863,900     | 5,058,456         | 5,260,794         | 5,471,226         | 5,690,075         | 5,917,678         | 6,154,385         | 6,400,561         | 6,656,583         | 6,922,846         | 7,199,760         |
| Less depreciation           | (300,000)     | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         | (300,000)         |
| Total Expenditures          | \$ 4,977,950  | \$ 5,192,104      | \$ 5,414,986      | \$ 5,646,955      | \$ 5,884,229      | \$ 6,130,977      | \$ 6,387,575      | \$ 6,654,419      | \$ 6,931,916      | \$ 7,220,493      | \$ 7,520,592      |
| Beginning Balance           | \$ -          | \$ 84,050         | \$ 157,149        | \$ 219,558        | \$ 269,476        | \$ 309,087        | \$ 336,819        | \$ 350,962        | \$ 349,651        | \$ 330,861        | \$ 292,391        |
| Operating Surplus (Deficit) | 84,050        | 73,099            | 62,409            | 49,918            | 39,611            | 27,732            | 14,143            | (1,311)           | (18,790)          | (38,470)          | (60,536)          |
| Ending Balance              | \$ 84,050     | \$ 157,149        | \$ 219,558        | \$ 269,476        | \$ 309,087        | \$ 336,819        | \$ 350,962        | \$ 349,651        | \$ 330,861        | \$ 292,391        | \$ 231,855        |

Annual Increase Assumptions

- \* User Fees - 3.75%
- \* Interest Earnings - 5% return on cash balance
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 3%
- \* Other Services and Charges - 4%
- \* Depreciation - 0% increase here (shown on Capital)

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Operations

|                             | Sanitary Fund        |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
|-----------------------------|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|                             | Final<br><u>2009</u> | Estimated<br><u>2010</u> | Estimated<br><u>2011</u> | Estimated<br><u>2012</u> | Estimated<br><u>2013</u> | Estimated<br><u>2014</u> | Estimated<br><u>2015</u> | Estimated<br><u>2016</u> | Estimated<br><u>2017</u> | Estimated<br><u>2018</u> | Estimated<br><u>2019</u> |
| <b>Revenues</b>             |                      |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| User fees                   | \$ 3,600,000         | \$ 3,744,000             | \$ 3,893,760             | \$ 4,049,510             | \$ 4,211,491             | \$ 4,379,950             | \$ 4,555,148             | \$ 4,737,354             | \$ 4,926,849             | \$ 5,123,923             | \$ 5,328,879             |
| Less depreciation           | (210,000)            | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                |
| Interest Earnings           | 100,000              | 6,250                    | 7,645                    | 8,924                    | 10,063                   | 11,303                   | 12,654                   | 14,122                   | 15,716                   | 17,446                   | 19,320                   |
| Other                       | -                    | -                        | -                        | -                        | -                        | -                        | -                        | -                        | -                        | -                        | -                        |
| Total Revenues              | \$ 3,490,000         | \$ 3,540,250             | \$ 3,691,405             | \$ 3,848,435             | \$ 4,011,553             | \$ 4,181,254             | \$ 4,357,802             | \$ 4,541,476             | \$ 4,732,565             | \$ 4,931,368             | \$ 5,138,200             |
| <b>Expenditures</b>         |                      |                          |                          |                          |                          |                          |                          |                          |                          |                          |                          |
| Personnel Costs             | \$ 467,500           | \$ 490,875               | \$ 515,419               | \$ 541,190               | \$ 562,837               | \$ 585,351               | \$ 608,765               | \$ 633,115               | \$ 658,440               | \$ 684,778               | \$ 712,169               |
| Supplies and Materials      | 32,350               | 33,321                   | 34,320                   | 35,350                   | 36,410                   | 37,503                   | 38,628                   | 39,786                   | 40,980                   | 42,209                   | 43,476                   |
| Other Services and Charges  | 3,075,150            | 3,198,156                | 3,326,082                | 3,459,126                | 3,597,491                | 3,741,390                | 3,891,046                | 4,046,688                | 4,208,555                | 4,376,897                | 4,551,973                |
| Less depreciation           | (210,000)            | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                | (210,000)                |
| Total Expenditures          | \$ 3,365,000         | \$ 3,512,352             | \$ 3,665,821             | \$ 3,825,665             | \$ 3,986,738             | \$ 4,154,243             | \$ 4,328,438             | \$ 4,509,589             | \$ 4,697,975             | \$ 4,893,884             | \$ 5,097,618             |
| Beginning Balance           | \$ -                 | \$ 125,000               | \$ 152,899               | \$ 178,482               | \$ 201,252               | \$ 226,067               | \$ 253,078               | \$ 282,442               | \$ 314,329               | \$ 348,919               | \$ 386,403               |
| Operating Surplus (Deficit) | 125,000              | 27,899                   | 25,584                   | 22,770                   | 24,815                   | 27,010                   | 29,364                   | 31,887                   | 34,590                   | 37,484                   | 40,582                   |
| Ending Balance              | \$ 125,000           | \$ 152,899               | \$ 178,482               | \$ 201,252               | \$ 226,067               | \$ 253,078               | \$ 282,442               | \$ 314,329               | \$ 348,919               | \$ 386,403               | \$ 426,985               |

Annual Increase Assumptions

- \* User Fees - 4%
- \* Interest Earnings - 5% return on cash balance
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 3%
- \* Other Services and Charges - 4%
- \* Depreciation - 0% increase here (shown on Capital)

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Operations

| Storm Sewer Fund            |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-----------------------------|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Final<br>2009 | Estimated<br>2010 | Estimated<br>2011 | Estimated<br>2012 | Estimated<br>2013 | Estimated<br>2014 | Estimated<br>2015 | Estimated<br>2016 | Estimated<br>2017 | Estimated<br>2018 | Estimated<br>2019 |
| <b>Revenues</b>             |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| User fees                   | \$ 740,000    | \$ 799,200        | \$ 863,136        | \$ 932,187        | \$ 1,006,762      | \$ 1,087,303      | \$ 1,174,287      | \$ 1,268,230      | \$ 1,369,688      | \$ 1,479,263      | \$ 1,597,604      |
| Less depreciation           | (310,000)     | (310,000)         | (310,000)         | (310,000)         | (310,000)         | (310,000)         | (310,000)         | (310,000)         | (310,000)         | (310,000)         | (310,000)         |
| Interest Earnings           | 50,000        | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Other                       | -             | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Revenues              | \$ 480,000    | \$ 489,200        | \$ 553,136        | \$ 622,187        | \$ 696,762        | \$ 777,303        | \$ 864,287        | \$ 958,230        | \$ 1,059,688      | \$ 1,169,263      | \$ 1,287,604      |
| <b>Expenditures</b>         |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Personnel Costs             | \$ 232,500    | \$ 244,125        | \$ 256,331        | \$ 269,148        | \$ 279,914        | \$ 291,110        | \$ 302,755        | \$ 314,865        | \$ 327,459        | \$ 340,558        | \$ 354,180        |
| Supplies and Materials      | 47,600        | 49,028            | 50,499            | 52,014            | 53,574            | 55,181            | 56,837            | 58,542            | 60,298            | 62,107            | 63,970            |
| Other Services and Charges  | 566,975       | 583,984           | 601,504           | 619,549           | 638,135           | 657,279           | 676,998           | 697,308           | 718,227           | 739,774           | 761,967           |
| Less depreciation           | (210,000)     | (210,000)         | (210,000)         | (210,000)         | (210,000)         | (210,000)         | (210,000)         | (210,000)         | (210,000)         | (210,000)         | (210,000)         |
|                             | -             | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Expenditures          | \$ 637,075    | \$ 667,137        | \$ 698,334        | \$ 730,711        | \$ 761,623        | \$ 793,571        | \$ 826,589        | \$ 860,715        | \$ 895,985        | \$ 932,439        | \$ 970,118        |
| Beginning Balance           | \$ -          | \$ (157,075)      | \$ (335,012)      | \$ (480,210)      | \$ (588,734)      | \$ (653,595)      | \$ (669,864)      | \$ (632,166)      | \$ (534,651)      | \$ (370,947)      | \$ (134,122)      |
| Operating Surplus (Deficit) | (157,075)     | (177,937)         | (145,198)         | (108,524)         | (64,861)          | (16,268)          | 37,698            | 97,515            | 163,704           | 236,825           | 317,487           |
| Ending Balance              | \$ (157,075)  | \$ (335,012)      | \$ (480,210)      | \$ (588,734)      | \$ (653,595)      | \$ (669,864)      | \$ (632,166)      | \$ (534,651)      | \$ (370,947)      | \$ (134,122)      | \$ 183,365        |

Annual Increase Assumptions

- \* User Fees - 8%
- \* Interest Earnings - 5% return on cash balance
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 3%
- \* Other Services and Charges - 3%
- \* Depreciation - 0% increase here (shown on Capital)

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Operations

|                             | Recycling Fund |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-----------------------------|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Final<br>2009  | Estimated<br>2010 | Estimated<br>2011 | Estimated<br>2012 | Estimated<br>2013 | Estimated<br>2014 | Estimated<br>2015 | Estimated<br>2016 | Estimated<br>2017 | Estimated<br>2018 | Estimated<br>2019 |
| <b>Revenues</b>             |                |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| User fees                   | \$ 310,000     | \$ 319,300        | \$ 328,879        | \$ 338,745        | \$ 348,908        | \$ 359,375        | \$ 370,156        | \$ 381,261        | \$ 392,699        | \$ 404,480        | \$ 416,614        |
| Revenue sharing             | 125,000        | 126,250           | 127,513           | 128,788           | 130,076           | 131,376           | 132,690           | 134,017           | 135,357           | 136,711           | 138,078           |
| County grant                | 75,000         | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            |
| Interest Earnings           | -              | 2,373             | 3,621             | 4,677             | 5,521             | 6,157             | 6,565             | 6,723             | 6,608             | 6,196             | 5,461             |
| Other                       | -              | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Revenues              | \$ 510,000     | \$ 522,923        | \$ 535,012        | \$ 547,210        | \$ 559,504        | \$ 571,908        | \$ 584,411        | \$ 597,001        | \$ 609,664        | \$ 622,387        | \$ 635,152        |
| <b>Expenditures</b>         |                |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Personnel Costs             | \$ 46,900      | \$ 49,245         | \$ 51,707         | \$ 54,293         | \$ 56,464         | \$ 58,723         | \$ 61,072         | \$ 63,515         | \$ 66,055         | \$ 68,697         | \$ 71,445         |
| Supplies and Materials      | 200            | 204               | 208               | 212               | 216               | 221               | 225               | 230               | 234               | 239               | 244               |
| Other Services and Charges  | 435,450        | 448,514           | 461,969           | 475,828           | 490,103           | 504,806           | 519,950           | 535,549           | 551,615           | 568,163           | 585,208           |
| Less depreciation           | -              | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Expenditures          | \$ 482,550     | \$ 497,963        | \$ 513,884        | \$ 530,333        | \$ 546,784        | \$ 563,750        | \$ 581,247        | \$ 599,293        | \$ 617,905        | \$ 637,100        | \$ 656,898        |
| Beginning Balance           | \$ 20,000      | \$ 47,450         | \$ 72,410         | \$ 93,538         | \$ 110,415        | \$ 123,135        | \$ 131,294        | \$ 134,457        | \$ 132,165        | \$ 123,924        | \$ 109,211        |
| Operating Surplus (Deficit) | 27,450         | 24,960            | 21,128            | 16,877            | 12,720            | 8,158             | 3,164             | (2,292)           | (8,241)           | (14,713)          | (21,745)          |
| Ending Balance              | \$ 47,450      | \$ 72,410         | \$ 93,538         | \$ 110,415        | \$ 123,135        | \$ 131,294        | \$ 134,457        | \$ 132,165        | \$ 123,924        | \$ 109,211        | \$ 87,466         |

Annual Increase Assumptions

- \* User Fees - 3%
- \* Revenue sharing - 1%
- \* County grant - 0%
- \* Interest Earnings - 5% return on cash balance
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 3%
- \* Other Services and Charges - 3%

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Operations

| Golf Course Fund            |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-----------------------------|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Final<br>2009 | Estimated<br>2010 | Estimated<br>2011 | Estimated<br>2012 | Estimated<br>2013 | Estimated<br>2014 | Estimated<br>2015 | Estimated<br>2016 | Estimated<br>2017 | Estimated<br>2018 | Estimated<br>2019 |
| <b>Revenues</b>             |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| User fees                   | \$ 393,000    | \$ 404,790        | \$ 416,934        | \$ 429,442        | \$ 442,325        | \$ 455,595        | \$ 469,263        | \$ 483,340        | \$ 497,841        | \$ 512,776        | \$ 528,159        |
| Less depreciation           | (24,000)      | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          |
| Interest Earnings           | 8,000         | 19,890            | 20,092            | 19,998            | 19,572            | 18,928            | 18,041            | 16,887            | 15,439            | 13,670            | 11,547            |
| Other                       | -             | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Revenues              | \$ 377,000    | \$ 400,680        | \$ 413,025        | \$ 425,440        | \$ 437,897        | \$ 450,522        | \$ 463,303        | \$ 476,227        | \$ 489,280        | \$ 502,445        | \$ 515,706        |
| <b>Expenditures</b>         |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Personnel Costs             | \$ 267,650    | \$ 281,033        | \$ 295,084        | \$ 309,838        | \$ 322,232        | \$ 335,121        | \$ 348,526        | \$ 362,467        | \$ 376,966        | \$ 392,044        | \$ 407,726        |
| Supplies and Materials      | 50,550        | 52,067            | 53,628            | 55,237            | 56,894            | 58,601            | 60,359            | 62,170            | 64,035            | 65,956            | 67,935            |
| Other Services and Charges  | 85,000        | 87,550            | 90,177            | 92,882            | 95,668            | 98,538            | 101,494           | 104,539           | 107,675           | 110,906           | 114,233           |
| Less depreciation           | (24,000)      | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          | (24,000)          |
| Total Expenditures          | \$ 379,200    | \$ 396,649        | \$ 414,889        | \$ 433,957        | \$ 450,795        | \$ 468,261        | \$ 486,380        | \$ 505,176        | \$ 524,676        | \$ 544,906        | \$ 565,894        |
| Beginning Balance           | \$ 400,000    | \$ 397,800        | \$ 401,831        | \$ 399,967        | \$ 391,450        | \$ 378,553        | \$ 360,814        | \$ 337,738        | \$ 308,789        | \$ 273,392        | \$ 230,931        |
| Operating Surplus (Deficit) | (2,200)       | 4,031             | (1,864)           | (8,517)           | (12,897)          | (17,738)          | (23,077)          | (28,949)          | (35,396)          | (42,461)          | (50,188)          |
| Ending Balance              | \$ 397,800    | \$ 401,831        | \$ 399,967        | \$ 391,450        | \$ 378,553        | \$ 360,814        | \$ 337,738        | \$ 308,789        | \$ 273,392        | \$ 230,931        | \$ 180,743        |

Annual Increase Assumptions

- \* User Fees - 3%
- \* Interest Earnings - 5% return on cash balance
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 3%
- \* Other Services and Charges - 3%
- \* Depreciation - 0% increase here (shown on Capital)

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Capital Replacements

**Enterprise Asset Replacements - current financing**

| <b>Revenues</b>                   | <u>2010</u>  | <u>2011</u>  | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>    | <u>2016</u>    | <u>2017</u>    | <u>2018</u>    | <u>2019</u>     |
|-----------------------------------|--------------|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| Water deprec. charges             | \$ 300,000   | \$ 300,000   | \$ 300,000     | \$ 300,000     | \$ 300,000     | \$ 300,000     | \$ 300,000     | \$ 300,000     | \$ 300,000     | \$ 300,000      |
| San. Sewer deprec. charges        | 210,000      | 210,000      | 210,000        | 210,000        | 210,000        | 210,000        | 210,000        | 210,000        | 210,000        | 210,000         |
| Storm Sewer deprec. charges       | 310,000      | 310,000      | 310,000        | 310,000        | 310,000        | 310,000        | 310,000        | 310,000        | 310,000        | 310,000         |
| Golf Course deprec. charges       | 28,000       | 28,000       | 28,000         | 28,000         | 28,000         | 28,000         | 28,000         | 28,000         | 28,000         | 28,000          |
|                                   | -            | -            | -              | -              | -              | -              | -              | -              | -              | -               |
| Total                             | 848,000      | 848,000      | 848,000        | 848,000        | 848,000        | 848,000        | 848,000        | 848,000        | 848,000        | 848,000         |
| <b>Capital Expenditures (CIP)</b> |              |              |                |                |                |                |                |                |                |                 |
| Water system                      | \$ 345,500   | \$ 645,500   | \$ 1,110,500   | \$ 710,500     | \$ 965,500     | \$ 915,500     | \$ 970,500     | \$ 1,172,000   | \$ 1,148,500   | \$ 1,128,300    |
| Sanitary Sewer system             | 510,000      | 725,500      | 850,500        | 925,500        | 1,025,500      | 1,095,500      | 1,338,500      | 1,108,500      | 1,008,500      | 1,000,500       |
| Storm Sewer system                | 615,500      | 696,000      | 680,000        | 882,900        | 745,000        | 576,200        | 525,960        | 723,000        | 608,000        | 865,800         |
| Golf Course                       | 18,000       | 33,000       | 57,000         | 50,000         | 50,000         | 36,000         | 65,000         | -              | 13,800         | 1,045,000       |
|                                   | -            | -            | -              | -              | -              | -              | -              | -              | -              | -               |
| Total                             | 1,489,000    | 2,100,000    | 2,698,000      | 2,568,900      | 2,786,000      | 2,623,200      | 2,899,960      | 3,003,500      | 2,778,800      | 4,039,600       |
| <br>                              |              |              |                |                |                |                |                |                |                |                 |
| Beg. Cash Reserves - Water        | 100,000      | 54,500       | (291,000)      | (1,101,500)    | (1,512,000)    | (2,177,500)    | (2,793,000)    | (3,463,500)    | (4,335,500)    | (5,184,000)     |
| End Cash Reserves                 | \$ 54,500    | \$ (291,000) | \$ (1,101,500) | \$ (1,512,000) | \$ (2,177,500) | \$ (2,793,000) | \$ (3,463,500) | \$ (4,335,500) | \$ (5,184,000) | \$ (6,012,300)  |
| <br>                              |              |              |                |                |                |                |                |                |                |                 |
| Beg. Cash Reserves - San Swr      | 3,000,000    | 2,700,000    | 2,184,500      | 1,544,000      | 828,500        | 13,000         | (872,500)      | (2,001,000)    | (2,899,500)    | (3,698,000)     |
| End Cash Reserves                 | \$ 2,700,000 | \$ 2,184,500 | \$ 1,544,000   | \$ 828,500     | \$ 13,000      | \$ (872,500)   | \$ (2,001,000) | \$ (2,899,500) | \$ (3,698,000) | \$ (4,488,500)  |
| <br>                              |              |              |                |                |                |                |                |                |                |                 |
| Beg. Cash Reserves - St Swr       | 2,300,000    | 1,994,500    | 1,608,500      | 1,238,500      | 665,600        | 230,600        | (35,600)       | (251,560)      | (664,560)      | (962,560)       |
| End Cash Reserves                 | \$ 1,994,500 | \$ 1,608,500 | \$ 1,238,500   | \$ 665,600     | \$ 230,600     | \$ (35,600)    | \$ (251,560)   | \$ (664,560)   | \$ (962,560)   | \$ (1,518,360)  |
| <br>                              |              |              |                |                |                |                |                |                |                |                 |
| Beg. Cash Reserves - Golf         | 400,000      | 410,000      | 405,000        | 376,000        | 354,000        | 332,000        | 324,000        | 287,000        | 315,000        | 329,200         |
| End Cash Reserves                 | \$ 410,000   | \$ 405,000   | \$ 376,000     | \$ 354,000     | \$ 332,000     | \$ 324,000     | \$ 287,000     | \$ 315,000     | \$ 329,200     | \$ (687,800)    |
| <br>                              |              |              |                |                |                |                |                |                |                |                 |
| Total Reserves                    | \$ 5,159,000 | \$ 3,907,000 | \$ 2,057,000   | \$ 336,100     | \$ (1,601,900) | \$ (3,377,100) | \$ (5,429,060) | \$ (7,584,560) | \$ (9,515,360) | \$ (12,706,960) |

City of Roseville  
2010 - 2019 Financial Plan  
For Enterprise Capital Replacements

**Enterprise Asset Replacements - adjusted financing**

| <b>Revenues</b>                   | <u>2010</u>         | <u>2011</u>         | <u>2012</u>         | <u>2013</u>         | <u>2014</u>       | <u>2015</u>       | <u>2016</u>       | <u>2017</u>       | <u>2018</u>         | <u>2019</u>         |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
| Water deprec. charges             | \$ 300,000          | \$ 390,000          | \$ 507,000          | \$ 659,100          | \$ 856,830        | \$ 1,113,879      | \$ 1,448,043      | \$ 1,592,847      | \$ 1,752,132        | \$ 1,927,345        |
| San. Sewer deprec. charges        | 210,000             | 262,500             | 328,125             | 410,156             | 512,695           | 640,869           | 801,086           | 1,001,358         | 1,251,698           | 1,564,622           |
| Storm Sewer deprec. charges       | 310,000             | 341,000             | 375,100             | 412,610             | 453,871           | 499,258           | 549,184           | 604,102           | 664,513             | 730,964             |
| Golf Course deprec. charges       | 28,000              | 36,400              | 47,320              | 61,516              | 79,971            | 103,962           | 135,151           | 175,696           | 228,405             | 296,926             |
|                                   | -                   | -                   | -                   | -                   | -                 | -                 | -                 | -                 | -                   | -                   |
| <b>Total</b>                      | <b>848,000</b>      | <b>1,029,900</b>    | <b>1,257,545</b>    | <b>1,543,382</b>    | <b>1,903,367</b>  | <b>2,357,968</b>  | <b>2,933,464</b>  | <b>3,374,003</b>  | <b>3,896,746</b>    | <b>4,519,857</b>    |
| <b>Capital Expenditures (CIP)</b> |                     |                     |                     |                     |                   |                   |                   |                   |                     |                     |
| Water system                      | \$ 345,500          | \$ 645,500          | \$ 1,110,500        | \$ 710,500          | \$ 965,500        | \$ 915,500        | \$ 970,500        | \$ 1,172,000      | \$ 1,148,500        | \$ 1,128,300        |
| Sanitary Sewer system             | 510,000             | 725,500             | 850,500             | 925,500             | 1,025,500         | 1,095,500         | 1,338,500         | 1,108,500         | 1,008,500           | 1,000,500           |
| Storm Sewer system                | 615,500             | 696,000             | 680,000             | 882,900             | 745,000           | 576,200           | 525,960           | 723,000           | 608,000             | 865,800             |
| Golf Course                       | 18,000              | 33,000              | 57,000              | 50,000              | 50,000            | 36,000            | 65,000            | -                 | 13,800              | 1,045,000           |
|                                   | -                   | -                   | -                   | -                   | -                 | -                 | -                 | -                 | -                   | -                   |
| <b>Total</b>                      | <b>1,489,000</b>    | <b>2,100,000</b>    | <b>2,698,000</b>    | <b>2,568,900</b>    | <b>2,786,000</b>  | <b>2,623,200</b>  | <b>2,899,960</b>  | <b>3,003,500</b>  | <b>2,778,800</b>    | <b>4,039,600</b>    |
| <br>                              |                     |                     |                     |                     |                   |                   |                   |                   |                     |                     |
| Beg. Cash Reserves - Water        | 100,000             | 54,500              | (201,000)           | (804,500)           | (855,900)         | (964,570)         | (766,191)         | (288,648)         | 132,199             | 735,830             |
| End Cash Reserves                 | \$ 54,500           | \$ (201,000)        | \$ (804,500)        | \$ (855,900)        | \$ (964,570)      | \$ (766,191)      | \$ (288,648)      | \$ 132,199        | \$ 735,830          | \$ 1,534,875        |
| <br>                              |                     |                     |                     |                     |                   |                   |                   |                   |                     |                     |
| Beg. Cash Reserves - San Swr      | 3,000,000           | 2,700,000           | 2,237,000           | 1,714,625           | 1,199,281         | 686,477           | 231,846           | (305,568)         | (412,710)           | (169,512)           |
| End Cash Reserves                 | \$ 2,700,000        | \$ 2,237,000        | \$ 1,714,625        | \$ 1,199,281        | \$ 686,477        | \$ 231,846        | \$ (305,568)      | \$ (412,710)      | \$ (169,512)        | \$ 394,610          |
| <br>                              |                     |                     |                     |                     |                   |                   |                   |                   |                     |                     |
| Beg. Cash Reserves - St Swr       | 2,300,000           | 1,994,500           | 1,639,500           | 1,334,600           | 864,310           | 573,181           | 496,239           | 519,463           | 400,565             | 457,078             |
| End Cash Reserves                 | \$ 1,994,500        | \$ 1,639,500        | \$ 1,334,600        | \$ 864,310          | \$ 573,181        | \$ 496,239        | \$ 519,463        | \$ 400,565        | \$ 457,078          | \$ 322,242          |
| <br>                              |                     |                     |                     |                     |                   |                   |                   |                   |                     |                     |
| Beg. Cash Reserves - Golf         | 400,000             | 410,000             | 413,400             | 403,720             | 415,236           | 445,207           | 513,169           | 583,319           | 759,015             | 973,620             |
| End Cash Reserves                 | \$ 410,000          | \$ 413,400          | \$ 403,720          | \$ 415,236          | \$ 445,207        | \$ 513,169        | \$ 583,319        | \$ 759,015        | \$ 973,620          | \$ 225,546          |
| <br>                              |                     |                     |                     |                     |                   |                   |                   |                   |                     |                     |
| <b>Total Reserves</b>             | <b>\$ 5,159,000</b> | <b>\$ 4,088,900</b> | <b>\$ 2,648,445</b> | <b>\$ 1,622,927</b> | <b>\$ 740,294</b> | <b>\$ 475,063</b> | <b>\$ 508,566</b> | <b>\$ 879,069</b> | <b>\$ 1,997,016</b> | <b>\$ 2,477,272</b> |

Annual Increase Assumptions

- \* Water Depreciation charges - 30% thru 2016, 2% thereafter
- San Sewer Depreciation charges - 25%
- Storm Depreciation charges - 10%
- Golf Depreciation charges - 30%

City of Roseville  
2010 - 2019 Financial Plan  
For Operations

| General Fund                |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-----------------------------|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Final<br>2009 | Estimated<br>2010 | Estimated<br>2011 | Estimated<br>2012 | Estimated<br>2013 | Estimated<br>2014 | Estimated<br>2015 | Estimated<br>2016 | Estimated<br>2017 | Estimated<br>2018 | Estimated<br>2019 |
| <b>Revenues</b>             |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Property Taxes              | \$ 8,910,360  | \$ 9,355,878      | \$ 9,823,672      | \$10,314,855      | \$10,830,598      | \$11,372,128      | \$11,940,735      | \$12,537,771      | \$13,164,660      | \$13,822,893      | \$14,514,038      |
| Licenses & Permits          | 282,400       | 288,048           | 293,809           | 299,685           | 305,679           | 311,792           | 318,028           | 324,389           | 330,877           | 337,494           | 344,244           |
| Court Fines                 | 286,000       | 291,720           | 297,554           | 303,505           | 309,576           | 315,767           | 322,082           | 328,524           | 335,095           | 341,796           | 348,632           |
| Intergovernmental Rev       | 909,000       | 927,180           | 945,724           | 964,638           | 983,931           | 1,003,609         | 1,023,682         | 1,044,155         | 1,065,038         | 1,086,339         | 1,108,066         |
| Charges for Services        | 930,000       | 948,600           | 967,572           | 986,923           | 1,006,662         | 1,026,795         | 1,047,331         | 1,068,278         | 1,089,643         | 1,111,436         | 1,133,665         |
| Interest Earnings           | 257,360       | 171,099           | 162,651           | 153,373           | 142,930           | 136,038           | 132,605           | 134,058           | 140,834           | 153,323           | 171,842           |
| Other                       | 200,000       | 220,000           | 242,000           | 266,200           | 292,820           | 322,102           | 354,312           | 389,743           | 428,718           | 471,590           | 518,748           |
| Total Revenues              | \$11,775,120  | \$12,202,525      | \$12,732,982      | \$13,289,180      | \$13,872,196      | \$14,488,232      | \$15,138,775      | \$15,826,919      | \$16,554,864      | \$17,324,871      | \$18,139,235      |
| <b>Expenditures</b>         |               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Personnel Costs             | \$ 9,055,395  | \$ 9,508,165      | \$ 9,983,573      | \$10,482,752      | \$10,902,062      | \$11,338,144      | \$11,791,670      | \$12,263,337      | \$12,753,870      | \$13,264,025      | \$13,794,586      |
| Supplies and Materials      | 693,825       | 707,702           | 721,856           | 736,293           | 751,018           | 766,039           | 781,360           | 796,987           | 812,927           | 829,185           | 845,769           |
| Other Services and Charges  | 2,083,930     | 2,125,609         | 2,168,121         | 2,211,483         | 2,255,713         | 2,300,827         | 2,346,844         | 2,393,781         | 2,441,656         | 2,490,489         | 2,540,299         |
| Minor Equipment             | 20,000        | 30,000            | 45,000            | 67,500            | 101,250           | 151,875           | 189,844           | 237,305           | 296,631           | 370,789           | 463,486           |
|                             | -             | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Expenditures          | \$11,853,150  | \$12,371,475      | \$12,918,549      | \$13,498,027      | \$14,010,043      | \$14,556,885      | \$15,109,717      | \$15,691,409      | \$16,305,084      | \$16,954,488      | \$17,644,140      |
| Beginning Balance           | \$ 3,500,000  | \$ 3,421,970      | \$ 3,253,020      | \$ 3,067,452      | \$ 2,858,605      | \$ 2,720,758      | \$ 2,652,105      | \$ 2,681,163      | \$ 2,816,673      | \$ 3,066,453      | \$ 3,436,836      |
| Operating Surplus (Deficit) | (78,030)      | (168,950)         | (185,567)         | (208,847)         | (137,847)         | (68,653)          | 29,058            | 135,510           | 249,780           | 370,383           | 495,095           |
| Ending Balance              | \$ 3,421,970  | \$ 3,253,020      | \$ 3,067,452      | \$ 2,858,605      | \$ 2,720,758      | \$ 2,652,105      | \$ 2,681,163      | \$ 2,816,673      | \$ 3,066,453      | \$ 3,436,836      | \$ 3,931,932      |
| Deficit as a % of Exp.      |               | 1.4%              | 1.4%              | 1.5%              | 1.0%              | 0.5%              | -0.2%             | -0.9%             | -1.5%             | -2.2%             | -2.8%             |
| Incremental                 |               |                   | 0.1%              | 0.1%              | -0.6%             | -0.5%             | -0.7%             | -0.7%             | -0.7%             | -0.7%             | -0.6%             |

Annual Increase Assumptions

- \* Property Taxes - 5%
- \* Licenses & Permits - 2%
- \* Court Fines - 2%
- \* Intergovernmental Rev - 2%
- \* Charges for Services - 2%
- \* Interest Earnings - 5% return on cash balance
- \* Other - 1%
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 2%
- \* Other Services and Charges - 2%
- \* Minor Equipment - 50% thru 2014, 25% thereafter  
(Includes: computer & software replacement)

City of Roseville  
2010 - 2019 Financial Plan  
For Operations

| Recreation Funds            |                     |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-----------------------------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
|                             | Preliminary<br>2009 | Estimated<br>2010 | Estimated<br>2011 | Estimated<br>2012 | Estimated<br>2013 | Estimated<br>2014 | Estimated<br>2015 | Estimated<br>2016 | Estimated<br>2017 | Estimated<br>2018 | Estimated<br>2019 |
| <b>Revenues</b>             |                     |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Property Taxes              | \$ 1,858,500        | \$ 1,960,718      | \$ 2,068,557      | \$ 2,182,328      | \$ 2,302,356      | \$ 2,428,985      | \$ 2,562,579      | \$ 2,703,521      | \$ 2,852,215      | \$ 3,009,087      | \$ 3,174,586      |
| Charges for Services        | 1,890,405           | 1,947,117         | 2,005,531         | 2,065,697         | 2,127,667         | 2,191,498         | 2,257,242         | 2,324,960         | 2,394,708         | 2,466,550         | 2,540,546         |
| Interest Earnings           | 1,140               | 5,000             | 5,360             | 5,741             | 5,879             | 6,755             | 7,897             | 10,009            | 12,951            | 16,493            | 20,287            |
|                             | -                   | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Revenues              | \$ 3,750,045        | \$ 3,912,835      | \$ 4,079,448      | \$ 4,253,765      | \$ 4,435,902      | \$ 4,627,238      | \$ 4,827,719      | \$ 5,038,490      | \$ 5,259,874      | \$ 5,492,130      | \$ 5,735,420      |
| <b>Expenditures</b>         |                     |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
| Personnel Costs             | \$ 2,427,915        | \$ 2,549,311      | \$ 2,676,776      | \$ 2,810,615      | \$ 2,923,040      | \$ 3,039,961      | \$ 3,161,560      | \$ 3,288,022      | \$ 3,419,543      | \$ 3,556,325      | \$ 3,698,578      |
| Supplies and Materials      | 256,765             | 261,900           | 267,138           | 272,481           | 277,931           | 283,489           | 289,159           | 294,942           | 300,841           | 306,858           | 312,995           |
| Other Services and Charges  | 1,049,230           | 1,070,215         | 1,091,619         | 1,113,451         | 1,135,720         | 1,158,435         | 1,181,603         | 1,205,235         | 1,229,340         | 1,253,927         | 1,279,006         |
| Minor Equipment             | 16,135              | 24,203            | 36,304            | 54,456            | 81,683            | 122,525           | 153,156           | 191,446           | 239,307           | 299,134           | 373,917           |
|                             | -                   | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 | -                 |
| Total Expenditures          | \$ 3,750,045        | \$ 3,905,628      | \$ 4,071,837      | \$ 4,251,003      | \$ 4,418,374      | \$ 4,604,410      | \$ 4,785,479      | \$ 4,979,645      | \$ 5,189,031      | \$ 5,416,243      | \$ 5,664,495      |
| Beginning Balance           | \$ 100,000          | \$ 100,000        | \$ 107,207        | \$ 114,817        | \$ 117,579        | \$ 135,107        | \$ 157,935        | \$ 200,175        | \$ 259,019        | \$ 329,862        | \$ 405,748        |
| Operating Surplus (Deficit) | -                   | 7,207             | 7,611             | 2,762             | 17,528            | 22,828            | 42,240            | 58,844            | 70,843            | 75,886            | 70,925            |
| Ending Balance              | \$ 100,000          | \$ 107,207        | \$ 114,817        | \$ 117,579        | \$ 135,107        | \$ 157,935        | \$ 200,175        | \$ 259,019        | \$ 329,862        | \$ 405,748        | \$ 476,673        |
| Deficit as a % of Exp.      |                     | -0.2%             | -0.2%             | -0.1%             | -0.4%             | -0.5%             | -0.9%             | -1.2%             | -1.4%             | -1.4%             | -1.3%             |
| Incremental                 |                     |                   | 0.0%              | 0.1%              | -0.3%             | -0.1%             | -0.4%             | -0.3%             | -0.2%             | 0.0%              | 0.1%              |

Annual Increase Assumptions

- \* Property Taxes - 4%
- \* Charges for Services - 3%
- \* Interest Earnings - 5% return on cash balance
- \* Personnel Costs - 5% thru 2012, 4% thereafter
- \* Supplies and Materials - 2%
- \* Other Services and Charges - 2%
- \* Minor Equipment - 50% thru 2014, 25% thereafter

City of Roseville  
2010 - 2019 Financial Plan  
For Capital Replacements (current)

**Vehicle Replacements**

| <b>Revenues</b>      | <u>2010</u>  | <u>2011</u>    | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>    | <u>2016</u>    | <u>2017</u>    | <u>2018</u>    | <u>2019</u>     |
|----------------------|--------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-----------------|
| Property taxes       | \$ -         | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ -            |
| Police depreciation  | -            | -              | -              | -              | -              | -              | -              | -              | -              | -               |
| Fire depreciation    | -            | -              | -              | -              | -              | -              | -              | -              | -              | -               |
| Street Maint. deprec | -            | -              | -              | -              | -              | -              | -              | -              | -              | -               |
| Park Maint. deprec   | -            | -              | -              | -              | -              | -              | -              | -              | -              | -               |
| Total                | -            | -              | -              | -              | -              | -              | -              | -              | -              | -               |
| <b>Expenditures</b>  | <u>2010</u>  | <u>2011</u>    | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>    | <u>2016</u>    | <u>2017</u>    | <u>2018</u>    | <u>2019</u>     |
| Police               | 246,095      | 217,095        | 239,095        | 279,055        | 217,095        | 217,095        | 268,095        | 250,055        | 217,095        | 246,095         |
| Fire                 | 516,000      | 52,500         | 50,000         | 1,500,000      | 525,000        | -              | 77,500         | 1,700,000      | 662,000        | 71,000          |
| Street Maintenance   | 295,000      | 231,000        | 506,000        | 162,740        | 297,200        | 179,000        | 73,800         | 9,000          | 32,500         | 394,500         |
| Park Maintenance     | 120,000      | 140,000        | 60,000         | 105,000        | 35,000         | -              | -              | 170,000        | 65,000         | 30,000          |
| Total                | 1,177,095    | 640,595        | 855,095        | 2,046,795      | 1,074,295      | 396,095        | 419,395        | 2,129,055      | 976,595        | 741,595         |
| Beg. Cash Reserves   | 300,000      | (877,095)      | (1,517,690)    | (2,372,785)    | (4,419,580)    | (5,493,875)    | (5,889,970)    | (6,309,365)    | (8,438,420)    | (9,415,015)     |
| Cash Transfer In     | -            | -              | -              | -              | -              | -              | -              | -              | -              | -               |
| End Cash Reserves    | \$ (877,095) | \$ (1,517,690) | \$ (2,372,785) | \$ (4,419,580) | \$ (5,493,875) | \$ (5,889,970) | \$ (6,309,365) | \$ (8,438,420) | \$ (9,415,015) | \$ (10,156,610) |

City of Roseville  
2010 - 2019 Financial Plan  
For Capital Replacements (current)

**Street Infrastructure Replacement (non MSA roads)**

| <b>Revenues</b>     | <u>2010</u>    | <u>2011</u>    | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
|---------------------|----------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|
| Property taxes      | \$ -           | \$ -           | \$ -           | \$ -           | \$ -           | \$ -             | \$ -             | \$ -             | \$ -             | \$ -             |
| Interest earnings   | 600,000        | 678,500        | 668,639        | 655,335        | 641,267        | 626,390          | 604,908          | 582,190          | 558,166          | 532,760          |
|                     | -              | -              | -              | -              | -              | -                | -                | -                | -                | -                |
| <b>Total</b>        | <b>600,000</b> | <b>678,500</b> | <b>668,639</b> | <b>655,335</b> | <b>641,267</b> | <b>626,390</b>   | <b>604,908</b>   | <b>582,190</b>   | <b>558,166</b>   | <b>532,760</b>   |
|                     |                |                |                |                |                |                  |                  |                  |                  |                  |
| <b>Expenditures</b> | <u>2010</u>    | <u>2011</u>    | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
| Mill & Overlay      | \$ 800,000     | \$ 850,000     | \$ 900,000     | \$ 900,000     | \$ 900,000     | \$ 1,000,000     | \$ 1,000,000     | \$ 1,000,000     | \$ 1,000,000     | \$ 1,000,000     |
|                     | -              | -              | -              | -              | -              | -                | -                | -                | -                | -                |
| <b>Total</b>        | <b>800,000</b> | <b>850,000</b> | <b>900,000</b> | <b>900,000</b> | <b>900,000</b> | <b>1,000,000</b> | <b>1,000,000</b> | <b>1,000,000</b> | <b>1,000,000</b> | <b>1,000,000</b> |
|                     |                |                |                |                |                |                  |                  |                  |                  |                  |
| Beg. Cash Reserves  | 12,000,000     | 11,800,000     | 11,628,500     | 11,397,139     | 11,152,474     | 10,893,741       | 10,520,132       | 10,125,039       | 9,707,229        | 9,265,395        |
| Cash Transfer Out   | -              | -              | -              | -              | -              | -                | -                | -                | -                | -                |
| End Cash Reserves   | \$11,800,000   | \$11,628,500   | \$11,397,139   | \$11,152,474   | \$10,893,741   | \$ 10,520,132    | \$ 10,125,039    | \$ 9,707,229     | \$ 9,265,395     | \$ 8,798,155     |

**Park Infrastructure Replacement (PIP)**

| <b>Revenues</b>      | <u>2010</u>    | <u>2011</u>      | <u>2012</u>      | <u>2013</u>      | <u>2014</u>      | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
|----------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Property taxes       | \$ 215,000     | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       |
| Park Dedication Fees | -              | -                | -                | -                | -                | -                | -                | -                | -                | -                |
|                      | -              | -                | -                | -                | -                | -                | -                | -                | -                | -                |
| <b>Total</b>         | <b>215,000</b> | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   | <b>215,000</b>   |
|                      |                |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Expenditures</b>  | <u>2010</u>    | <u>2011</u>      | <u>2012</u>      | <u>2013</u>      | <u>2014</u>      | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
| PIP                  | \$ 545,000     | 3,030,000        | 2,755,000        | 2,800,000        | 1,855,000        | 2,026,000        | 1,802,500        | 1,799,000        | 1,807,000        | 1,887,500        |
|                      | -              | -                | -                | -                | -                | -                | -                | -                | -                | -                |
| <b>Total</b>         | <b>545,000</b> | <b>3,030,000</b> | <b>2,755,000</b> | <b>2,800,000</b> | <b>1,855,000</b> | <b>2,026,000</b> | <b>1,802,500</b> | <b>1,799,000</b> | <b>1,807,000</b> | <b>1,887,500</b> |
|                      |                |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Beg. Cash Reserves   | 300,000        | (30,000)         | (2,845,000)      | (5,385,000)      | (7,970,000)      | (9,610,000)      | (11,421,000)     | (13,008,500)     | (14,592,500)     | (16,184,500)     |
| End Cash Reserves    | \$ (30,000)    | \$ (2,845,000)   | \$ (5,385,000)   | \$ (7,970,000)   | \$ (9,610,000)   | \$ (11,421,000)  | \$ (13,008,500)  | \$ (14,592,500)  | \$ (16,184,500)  | \$ (17,857,000)  |

City of Roseville  
2010 - 2019 Financial Plan  
For Capital Replacements (revised)

**Vehicle Replacements**

| <b>Revenues</b>      | <u>2010</u> | <u>2011</u> | <u>2012</u> | <u>2013</u>  | <u>2014</u>  | <u>2015</u> | <u>2016</u> | <u>2017</u>  | <u>2018</u>  | <u>2019</u> |
|----------------------|-------------|-------------|-------------|--------------|--------------|-------------|-------------|--------------|--------------|-------------|
| Property taxes       | \$ -        | \$ -        | \$ -        | \$ -         | \$ -         | \$ -        | \$ -        | \$ -         | \$ -         | \$ -        |
| Police depreciation  | 59,900      | 119,800     | 179,800     | 239,700      | 239,700      | 239,700     | 239,700     | 239,700      | 239,700      | 239,700     |
| Fire depreciation    | 128,900     | 257,700     | 386,600     | 515,400      | 515,400      | 515,400     | 515,400     | 515,400      | 515,400      | 515,400     |
| Street Maint. deprec | 54,500      | 109,000     | 163,600     | 218,100      | 218,100      | 218,100     | 218,100     | 218,100      | 218,100      | 218,100     |
| Park Maint. deprec   | 18,100      | 36,300      | 54,400      | 72,500       | 72,500       | 72,500      | 72,500      | 72,500       | 72,500       | 72,500      |
|                      | -           | -           | -           | -            | -            | -           | -           | -            | -            | -           |
| Total                | 261,400     | 522,800     | 784,400     | 1,045,700    | 1,045,700    | 1,045,700   | 1,045,700   | 1,045,700    | 1,045,700    | 1,045,700   |
| <b>Expenditures</b>  | <u>2010</u> | <u>2011</u> | <u>2012</u> | <u>2013</u>  | <u>2014</u>  | <u>2015</u> | <u>2016</u> | <u>2017</u>  | <u>2018</u>  | <u>2019</u> |
| Police               | 246,095     | 217,095     | 239,095     | 279,055      | 217,095      | 217,095     | 268,095     | 250,055      | 217,095      | 246,095     |
| Fire                 | 516,000     | 52,500      | 50,000      | 1,500,000    | 525,000      | -           | 77,500      | 1,700,000    | 662,000      | 71,000      |
| Street Maintenance   | 295,000     | 231,000     | 506,000     | 162,740      | 297,200      | 179,000     | 73,800      | 9,000        | 32,500       | 394,500     |
| Park Maintenance     | 120,000     | 140,000     | 60,000      | 105,000      | 35,000       | -           | -           | 170,000      | 65,000       | 30,000      |
|                      | -           | -           | -           | -            | -            | -           | -           | -            | -            | -           |
| Total                | 1,177,095   | 640,595     | 855,095     | 2,046,795    | 1,074,295    | 396,095     | 419,395     | 2,129,055    | 976,595      | 741,595     |
| Beg. Cash Reserves   | 300,000     | 684,305     | 566,510     | 495,815      | (505,280)    | (533,875)   | 115,730     | 742,035      | (341,320)    | (272,215)   |
| Cash Transfer In     | 1,300,000   | -           | -           | -            | -            | -           | -           | -            | -            | -           |
| End Cash Reserves    | \$ 684,305  | \$ 566,510  | \$ 495,815  | \$ (505,280) | \$ (533,875) | \$ 115,730  | \$ 742,035  | \$ (341,320) | \$ (272,215) | \$ 31,890   |

City of Roseville  
2010 - 2019 Financial Plan  
For Capital Replacements (revised)

**Street Infrastructure Replacement (non MSA roads)**

| <b>Revenues</b>     | <u>2010</u>    | <u>2011</u>    | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
|---------------------|----------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|------------------|------------------|
| Property taxes      | \$ -           | \$ -           | \$ -           | \$ -           | \$ 261,400     | \$ 522,800       | \$ 784,200       | \$ 1,045,600     | \$ 1,307,000     | \$ 1,568,400     |
| Interest earnings   | 600,000        | 603,750        | 589,591        | 571,742        | 552,867        | 547,938          | 552,005          | 571,337          | 606,811          | 659,355          |
|                     | -              | -              | -              | -              | -              | -                | -                | -                | -                | -                |
| <b>Total</b>        | <b>600,000</b> | <b>603,750</b> | <b>589,591</b> | <b>571,742</b> | <b>814,267</b> | <b>1,070,738</b> | <b>1,336,205</b> | <b>1,616,937</b> | <b>1,913,811</b> | <b>2,227,755</b> |
|                     |                |                |                |                |                |                  |                  |                  |                  |                  |
| <b>Expenditures</b> | <u>2010</u>    | <u>2011</u>    | <u>2012</u>    | <u>2013</u>    | <u>2014</u>    | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
| Mill & Overlay      | \$ 800,000     | \$ 850,000     | \$ 900,000     | \$ 900,000     | \$ 900,000     | \$ 1,000,000     | \$ 1,000,000     | \$ 1,000,000     | \$ 1,000,000     | \$ 1,000,000     |
|                     | -              | -              | -              | -              | -              | -                | -                | -                | -                | -                |
| <b>Total</b>        | <b>800,000</b> | <b>850,000</b> | <b>900,000</b> | <b>900,000</b> | <b>900,000</b> | <b>1,000,000</b> | <b>1,000,000</b> | <b>1,000,000</b> | <b>1,000,000</b> | <b>1,000,000</b> |
|                     |                |                |                |                |                |                  |                  |                  |                  |                  |
| Beg. Cash Reserves  | 12,000,000     | 10,500,000     | 10,253,750     | 9,943,341      | 9,615,083      | 9,529,350        | 9,600,088        | 9,936,293        | 10,553,229       | 11,467,040       |
| Cash Transfer Out   | (1,300,000)    | -              | -              | -              | -              | -                | -                | -                | -                | -                |
| End Cash Reserves   | \$10,500,000   | \$10,253,750   | \$ 9,943,341   | \$ 9,615,083   | \$ 9,529,350   | \$ 9,600,088     | \$ 9,936,293     | \$10,553,229     | \$11,467,040     | \$12,694,795     |

**Park Infrastructure Replacement (PIP)**

| <b>Revenues</b>      | <u>2010</u>    | <u>2011</u>      | <u>2012</u>      | <u>2013</u>      | <u>2014</u>      | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
|----------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Property taxes       | \$ 215,000     | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       | \$ 215,000       |
| Add'l property taxes | 430,000        | 860,000          | 1,290,000        | 1,720,000        | 2,150,000        | 2,365,000        | 2,365,000        | 2,365,000        | 2,365,000        | 2,365,000        |
|                      | -              | -                | -                | -                | -                | -                | -                | -                | -                | -                |
| <b>Total</b>         | <b>645,000</b> | <b>1,075,000</b> | <b>1,505,000</b> | <b>1,935,000</b> | <b>2,365,000</b> | <b>2,580,000</b> | <b>2,580,000</b> | <b>2,580,000</b> | <b>2,580,000</b> | <b>2,580,000</b> |
|                      |                |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| <b>Expenditures</b>  | <u>2010</u>    | <u>2011</u>      | <u>2012</u>      | <u>2013</u>      | <u>2014</u>      | <u>2015</u>      | <u>2016</u>      | <u>2017</u>      | <u>2018</u>      | <u>2019</u>      |
| PIP                  | \$ 545,000     | 3,030,000        | 2,755,000        | 2,800,000        | 1,855,000        | 2,026,000        | 1,802,500        | 1,799,000        | 1,807,000        | 1,887,500        |
|                      | -              | -                | -                | -                | -                | -                | -                | -                | -                | -                |
| <b>Total</b>         | <b>545,000</b> | <b>3,030,000</b> | <b>2,755,000</b> | <b>2,800,000</b> | <b>1,855,000</b> | <b>2,026,000</b> | <b>1,802,500</b> | <b>1,799,000</b> | <b>1,807,000</b> | <b>1,887,500</b> |
|                      |                |                  |                  |                  |                  |                  |                  |                  |                  |                  |
| Beg. Cash Reserves   | 300,000        | 400,000          | (1,555,000)      | (2,805,000)      | (3,670,000)      | (3,160,000)      | (2,606,000)      | (1,828,500)      | (1,047,500)      | (274,500)        |
| End Cash Reserves    | \$ 400,000     | \$ (1,555,000)   | \$ (2,805,000)   | \$ (3,670,000)   | \$ (3,160,000)   | \$ (2,606,000)   | \$ (1,828,500)   | \$ (1,047,500)   | \$ (274,500)     | \$ 418,000       |

  
**REQUEST FOR COUNCIL ACTION**

Date: January 26, 2009  
Item No.: 13.c

Department Approval

City Manager Approval



Item Description: Discuss a Neighborhood and Diversity Commission

**BACKGROUND**

The Imagine Roseville 2025 visioning process produced numerous goals and strategies for the community, and there were also some common themes identified by the Steering Committee as noted in their presentation of the Final Report to the City Council. Two of those themes were Diversity (people, ideas, development, revenue) and Sense of Community (neighborhoods, engagement opportunities, facilities and gathering places, open and responsive government).

Of the 15 goals that were adopted in the final report, the first five goals clearly identify with enhancing neighborhoods and embracing our community's diversity. These goals include:

- Roseville is a welcoming community that appreciates differences and fosters diversity
- Roseville is a desirable place to live, work and play
- Roseville has a strong and inclusive sense of community
- Roseville residents are invested in their community
- Roseville is a safe community

Some of the Imagine Roseville 2025 goals and strategies statements that relate even more specifically to the themes of diversity and community are:

- Educate community members on diversity issues and provide means to repair damage caused by prejudice; convey a clear message that intolerance is not welcome in our community.
- Promote ethnic celebrations and festivals
- Foster collaboration between city and community-based organizations, groups, and nonprofits
- Encourage development of neighborhood groups, organizations, and forums in order to provide residents with a sense of belonging.

One of the challenges the community faces is the implementation of the Imagine Roseville 2025 strategies. To that end, staff has developed a concept that we believe will help further the Imagine Roseville 2025 goals related to Diversity and Sense of Community.

**DISCUSSION**

Making Roseville a more welcoming community requires leadership from our residents. At the recent Human Rights Commission sponsored community forum, nearly 100 attendees shared many ideas about this topic. It is important that we tap this resource, get those (and other) citizens engaged and increase our efforts to build neighborhoods around our common interest and goals.

With the completed Imagine Roseville 2025 strategies, staff believes that the energies of the Human Rights Commission members could be used more effectively with a change in focus to Neighborhood outreach and communication and furthering the community awareness of our growing diversity as well as our shared values.

Utilizing the existing Human Rights Commission as a reconstituted “Neighborhood and Community Diversity Commission” could provide the community focus and effort needed to further the Imagine Roseville 2025 goals in these areas.

The Roseville Human Rights Commission was established in 1968 to secure equal opportunity for all citizens by assisting the state department of human rights. Over the years of its existence, the Human Rights Commission has been an important component of the Roseville government, advocating for human rights issues and addressing specific conditions or situations.

The Commission has not been directly involved in human rights complaints since the state Human Rights Department discontinued referring complaints to cities in the early 1990s.

A Neighborhood and Community Diversity Commission would expand the Human Rights Commission’s mission and give the City a greater opportunity to achieve these goals. It would support greater diversity awareness and cultural competence and help the City fully engage all of our residents to feel a vital part of our community. From sponsoring and facilitating community activities, helping to residents to identify and establish neighborhoods and communications networks to hosting cultural fairs to celebrate our diversity, this new commission can be a catalyst of change needed for our community.

Recent demographic statistics indicate a growing diversity in Roseville’s population. The US Census Bureau report based on statistics from 2005-2007:

- 10% of Roseville residents were foreign born.
- 12% spoke a language other than English at home. The most commonly spoken language was Spanish.
- 27% of residents reported that they did not speak English “very well.”

The 2000 Census, reported that 10.5% of residents were some other race than white. In 2005, it is estimated that 14.7% of residents are some other race than white.

At its January meeting the Human Rights Commission discussed the restructuring of the Commission as a part of their strategic plan and goals, and consensually endorsed the concept.

81 With the upcoming advisory commission appointments coming before the City Council, staff felt  
82 it was a good time to bring this forward to the Council, so that if the Council supports the  
83 concept that applicants may be aware of this change and submit applications for the new  
84 commission. An ordinance effectuating the change has been drafted for the City Councils  
85 consideration.

86 **POLICY OBJECTIVE**

87 To further the community goals and strategies related to neighborhoods and diversity.

88 **FINANCIAL IMPACTS**

89 No additional financial impacts from existing advisory commission structure.

90 **STAFF RECOMMENDATION**

91 That the City Council direct staff to prepare the appropriate Ordinance creating a Neighborhood  
92 and Diversity Commission.

93 **REQUESTED COUNCIL ACTION**

94 That the City Council direct staff to prepare the appropriate Ordinance creating a Neighborhood  
95 and Community Diversity Commission.

96

**Prepared by: Bill Malinen, City Manager**

  
**REQUEST FOR COUNCIL ACTION**

Date: February 9, 2009  
Item No.: 13.d

---

Department Approval

City Manager Approval



---

Item Description:      Discussion of Distribution of Campaign Literature

---

**BACKGROUND**

At a recent public meeting a citizen asked the City to regulate the distribution of campaign literature by groups or individuals other than a political candidate. I asked the City Attorney to review the legalities of such a proposal.

**STAFF RECOMMENDATION**

Receive City Attorney's Letter of January 12, 2009.

**REQUESTED COUNCIL ACTION**

Receive City Attorney's Letter of January 12, 2009.

**Prepared by:      Bill Malinen**

Attachments:      A: City Attorney's Letter dated January 12, 2009

Jay T. Squires  
Direct Fax: (612) 225-6834  
jts@ratwiklaw.com



January 12, 2009

Mr. Bill Malinen  
City Manager  
2660 Civic Center Drive  
Roseville, MN 55113-1899

RE: *Dissemination of Campaign Literature*  
Our File No. 4002(1)-0338

Dear Bill:

At a recent meeting, a citizen expressed concerns about, in his judgment, the propriety of the dissemination of campaign literature by groups or individuals other than a candidate. This individual suggested the City should regulate such activity. You requested I analyze the ability of the City to do so.

Campaign practices, and in particular the dissemination of campaign literature, are comprehensively regulated by Minn. Stat. Ch. 211B, the Fair Campaign Practices Act. Minn. Stat. § 211B.04 specifically regulates the dissemination of literature.

Given the comprehensive nature of Chapter 211B, I have concerns that any local regulation would be preempted by State law. The doctrine of preemption is premised on the right of the State to so extensively and intensively occupy a particular field or subject with State law that there is no room for municipal regulation. Mangold Co. v. Village of Richfield, 143 N.W.2d 813, 819 (Minn. 1966). If local regulations are preempted, they are void. Nordmarken v. City of Richfield, 641 N.W.2d 343 (Minn. Ct. App. 2002).

Notwithstanding the preemption doctrine, the Supreme Court in 2006 in Riley v. Jankowski, 713 N.W.2d 379 (Minn. 2006) found the campaign literature distribution

---

730 Second Avenue South, Suite 300, Minneapolis, MN 55402 • p (612) 339-0060 • f (612) 339-0038 • www.ratwiklaw.com

Paul C. Ratwik  
John M. Roszak  
Patricia A. Maloney\*  
Terrence J. Foy\*  
Stephen G. Andersen\*\*  
Scott T. Anderson  
Kevin J. Rupp  
Jay T. Squires\*†

Ann R. Goering  
Nancy E. Blumstein\*  
Joseph J. Langel\*  
Michael J. Waldspurger\*  
Margaret A. Skelton  
Amy B. Mace  
Eric J. Quiring  
Kimberley K. Sobieck

Sonya J. Guggemos  
Erin E. Ische  
Andrea N. Amidon  
Christian R. Shafer  
Trevor S. Helmers  
Matthew J. Bialick

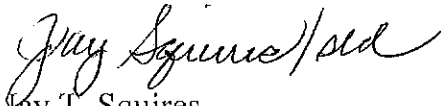
\* Also admitted in WI  
\*\* Civil Trial Specialist  
Certified by the MN  
State Bar Association  
† Real Property Specialist  
Certified by the MN  
State Bar Association

Mr. Bill Malinen  
January 12, 2009  
Page 2

provisions in Minn. Stat. § 211B.04 were unconstitutional as violative of free speech rights. Consequently, and in light of this decision, it would be dangerous for the City to attempt to restrict an individual or group's right to, anonymously, distribute campaign literature.

In conclusion, I would not recommend that the City consider the adoption of any local ordinance limiting campaign literature distribution rights. Let me know if you have further questions.

Regards,



Jay T. Squires

JTS/cg

RRM: #126928