



City Council Agenda

Monday, December 7, 2009

6:00 p.m.

2010 Budget Hearing

followed by

Regular City Council Meeting

and

Executive Session

City Council Chambers

(Times are Approximate)

- 6:00 p.m. **1. Roll Call**
- Voting & Seating Order for December: Johnson, Roe, Ihlan, Pust, Klausing
- 6:02 p.m. **2. Public Comment (non-budgetary items)**
- 6:07 p.m. **3. 2010 Budget Hearing**
- Finance Director Chris Miller will provide an overview of the 2010 budgeting process and the status of the 2010 City Budget and Tax Levy at this time. All Department Heads will be present to answer questions.
- Following Public Comment on the proposed 2010 City Budget, the Hearing will be adjourned and the Mayor will then convene the Regular City Council Meeting.
- 4. Adjourn 2010 Budget Hearing**

Regular City Council Meeting

Note... The Regular Council Meeting will follow the Budget Hearing that starts at 6:00 p.m. The Regular Council Meeting may begin before or after 7:00 p.m. depending on the length of the 2010 Budget Hearing.

- 7:00 p.m. **1. Roll Call**
- Voting & Seating Order for December: Johnson, Roe, Ihlan, Pust, Klausing
- 7:02 p.m. **2. Approve Agenda**
- 3. Public Comment - See above (6:02 p.m.)**

- 7:05 p.m. **4. Council Communications, Reports, Announcements and Housing and Redevelopment Authority Report**
- 5. Recognitions, Donations, Communications**
- 7:10 p.m. **6. Approve Minutes**
- a. Approve Minutes of November 23, 2009 Meeting
- 7:15 p.m. **7. Approve Consent Agenda**
- a. Approve Payments
- b. Approve Business Licenses
- c. Approve General Purchases and Sale of Surplus items in excess of \$5000
- d. Confirm Advisory Commission Reappointment/ Appointment Process
- e. Approve Temporary Banners for Metro Transit's Park and Ride Facility
- 7:25 p.m. **8. Consider Items Removed from Consent**
- 9. General Ordinances for Adoption**
- 10. Presentations**
- 7:35 p.m. a. Finalize the 2010 Budget and Property Tax Levy
- 11. Public Hearings**
- 8:05 p.m. a. Public Hearing for 2010 Liquor License Renewals
- 12. Business Items (Action Items)**
- 8:20 p.m. a. Approve 2010 Liquor License Renewals
- 8:25 p.m. b. Extend Memorandum of Understanding for LCDA and TBRA Grants and Approve Mortgage and Subordination and Disbursement Agreements for Sienna Green Phase 1 LCDA/TBRA Loan
- 8:40 p.m. c. Declare 2750 Snelling Avenue North (Stuart Anderson's) a Hazardous Building
- 8:50 p.m. d. Approve 2010 City Council Meeting Schedule
- 8:55 p.m. e. Approve City Manager's Appointments and Authorize City Manager to enter into Contracts with Firms to provide Civil and Prosecuting Legal Services
- 13. Business Items - Presentations/Discussions**

14. City Manager Future Agenda Review

15. Councilmember Initiated Items for Future Meetings

9:15 p.m. **Executive Session:**

**Discuss Acquisition of Temporary Construction Easements at
2814 Cleveland Avenue**

16. Adjourn

Some Upcoming Public Meetings.....

Tuesday	Dec 8	6:30 p.m.	Human Rights Commission
Tuesday	Dec 15	6:00 p.m.	Housing & Redevelopment Authority
Wednesday	Dec 16	6:00 p.m.	Planning Commission
Tuesday	Dec 22	6:30 p.m.	Public Works, Environment & Transportation Commission
Monday	Dec 21	6:00 p.m.	City Council Meeting
Monday	Jan 4	6:00 p.m.	City Council – 2010 Organizational Meeting

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

City of **Roseville**

2010 Budget Hearing

2010 Budget Hearing

December 7, 2009

City of Roseville

2010 Budget Hearing

Purpose of the Hearing:

- ❖ Present an overview of the City's spending plan for the upcoming year
- ❖ Establish the need for a property tax levy
- ❖ Summarize the tax impact to property owners
- ❖ Allow comments and suggestions from the general public
- ❖ The hearing pertains to City taxes only

City of Roseville

2010 Budget Hearing

Budget Priorities

- ❖ IR2025 placed emphasis on appropriate infrastructure funding; however . . . 10-Year Capital Investment Plan is underfunded
- ❖ IR2025 placed emphasis on sustainability; however . . . City is on an unsustainable financial path
- ❖ Council adopted financial policies require balanced budgets and strong cash reserve levels.
- ❖ Program costs exceeding available revenues
- ❖ Non-tax revenues (state aid, investment earnings, etc.) are declining . . . \$700,000 less in 2010.

City of Roseville

2010 Budget Hearing

2010 Budget Impact Items – cont.

- ❖ Loss of state aid: \$450,000
- ❖ Re-establish vehicle replacements: \$450,000
- ❖ Contractual obligations / mandates: \$256,540
- ❖ Fire Relief pension obligation: \$250,000
- ❖ Street & facility maintenance: \$155,000
- ❖ Employee healthcare: \$50,000

City of Roseville

2010 Budget Hearing

2010 Budget Impact Items – cont.

- ❖ Total new costs = \$1.6 million
- ❖ Total new revenues = \$915,000 thousand

----- Therefore -----

- ❖ Need to make \$685,000 in program cuts to balance budget
... hence the urgency and need for outcome-based
budgeting

City of Roseville

2010 Budget Hearing

Budgeting for Outcomes Overview

- ❖ Citizen, City Council, and Staff identified program and service priorities
- ❖ Police, Fire, and Public Works were rated highest by each participant group
- ❖ Need to acknowledge mandatory services
- ❖ ‘Outcome-based budgeting’ suggests that higher priorities should be funded at an appropriate level before ANY monies are assigned to lower priorities

City of Roseville

2010 Budget Hearing

Budget Highlights

- ❖ Proposed 2010 Budget is \$37.7 million
- ❖ Proposed 2010 Budget in tax-supported funds is \$18.4 million
- ❖ Spending decrease in tax-supported funds of \$211,000
- ❖ Tax Levy required for 2010 is \$14.3 million, an increase of \$1,161,140 or 8.8%

City of Roseville

2010 Budget Hearing

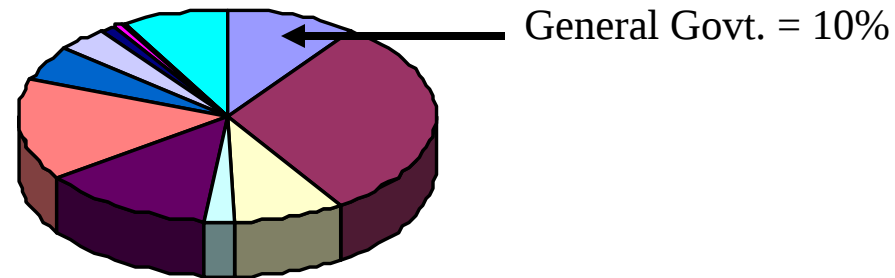
Programs & Services Impacts

- ❖ Increased emphasis on:
 - a) Vehicle replacements
 - b) Meeting Fire pension obligations
 - c) Streets and general facility maintenance / Ice Arena
- ❖ Decreased emphasis on:
 - a) Employee wages and training
 - b) Supplies, equipment, professional services,
 - c) Parks & Recreation programs and park improvements

City of Roseville

2010 Budget Hearing

Budget - Tax Supported Functions

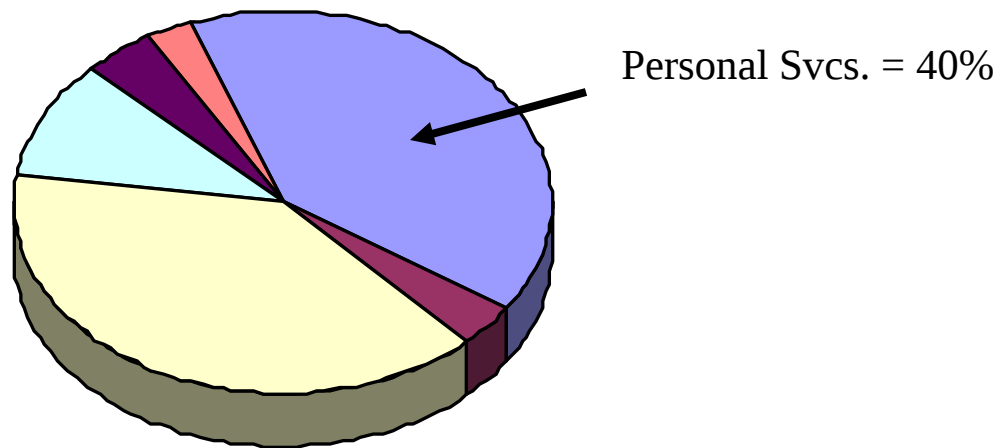


- | | | |
|---------------------|----------------------------|--------------------|
| General Government | Police | Fire |
| Fire Relief | Public Works | Parks & Recreation |
| Park Maintenance | Vehicle/Equip. Replacement | Park Improvements |
| Pathway Maintenance | Boulevard Maintenance | Debt Service |

City of Roseville

2010 Budget Hearing

Budget by Category

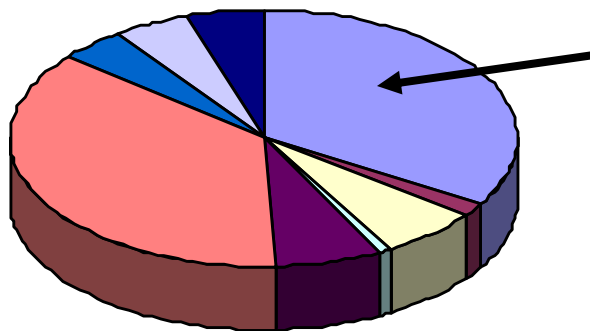


■ Personal Services	■ Supplies & Materials	■ Other services & charges
■ Capital outlay	■ debt service	■ TIF

City of Roseville

2010 Budget Hearing

Funding Sources

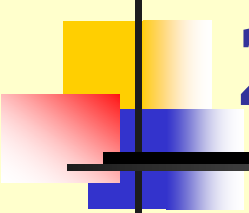


Property Taxes = 36%

Property Taxes	Special Assessments	Licenses & Permits
Court Fines	Intergovernmental	Charges for Services
Interest Earnings	Miscellaneous	Reserves

City of Roseville

2010 Budget Hearing



Value of Home	2009 Taxes	2010 Proposed	Estimated \$ Increase	Estimated % Increase
\$ 175,000	\$ 430	\$ 458	\$ 28	6.6 %
200,000	491	523	32	6.6 %
235,000	577	615	38	6.6 %
275,000	675	720	45	6.6 %
300,000	736	785	49	6.6 %

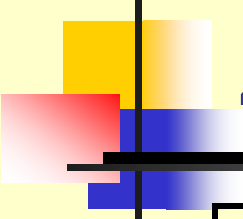
5% decrease in property valuation

City of Roseville

2010 Budget Hearing

Property Taxes in Perspective

- ❑ An average-valued home will pay \$615 in City Taxes annually, or \$51 per month
- ❑ Comparable to (or less than) what a typical homeowner pays independently for gas, electric, phone, cable tv, or broadband internet
- ❑ In exchange, residents receive 24x7x365 police and fire protection, well maintained streets, and a full offering of parks & recreation opportunities



City of Roseville

2010 Budget Hearing

City	Pop.	City Taxes
Brooklyn Center	27,901	\$ 1,117
Savage	25,065	1,081
Richfield	33,099	999
Inver Grove Heights	33,139	902
St. Louis Park	44,569	862
Cottage Grove	33,529	812
Shakopee	30,971	767
Maple Grove	36,397	765
Andover	30,207	759
Oakdale	27,249	712
Fridley	26,603	674
Shoreview	26,093	591
Roseville	33,969	\$ 577

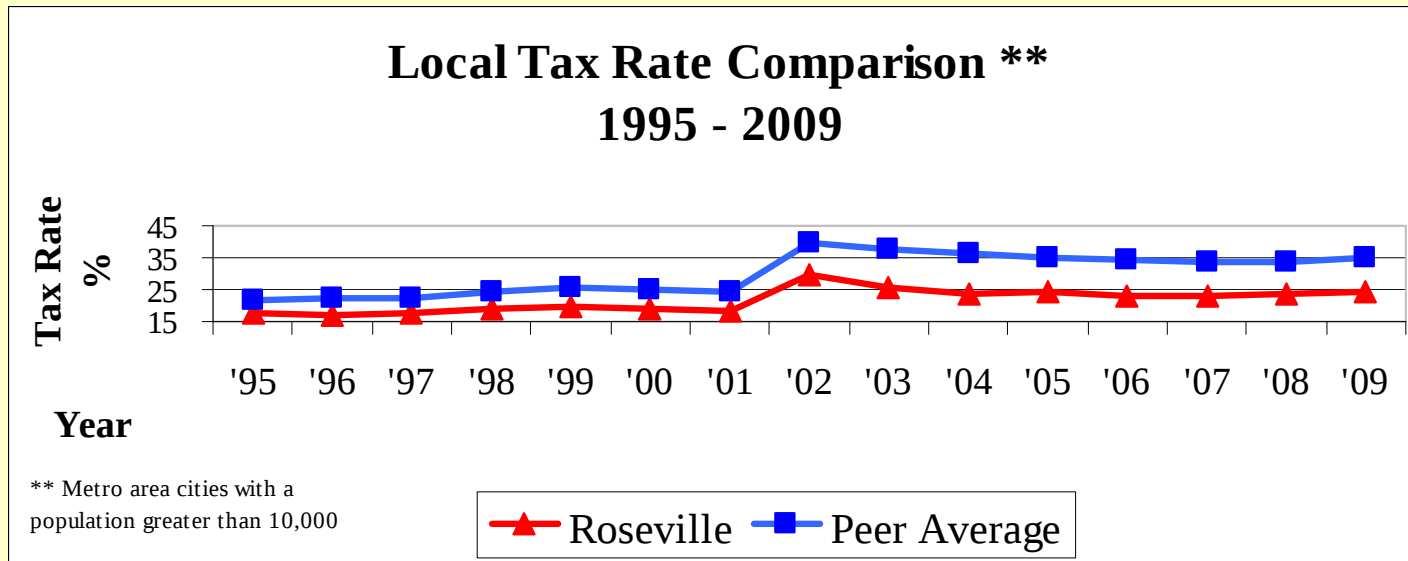
2009 City Tax Comparison

Metro-area cities with
Populations between 25,000 –
45,000. Based on valuation of
\$235,000

** Roseville has held this ranking
for the last 9 consecutive years **

City of Roseville

2010 Budget Hearing



In 1995, Roseville was 12% below the peer average. In 2000, we were 22% below average. Today, we are 30% below average.

City of Roseville

2010 Budget Hearing

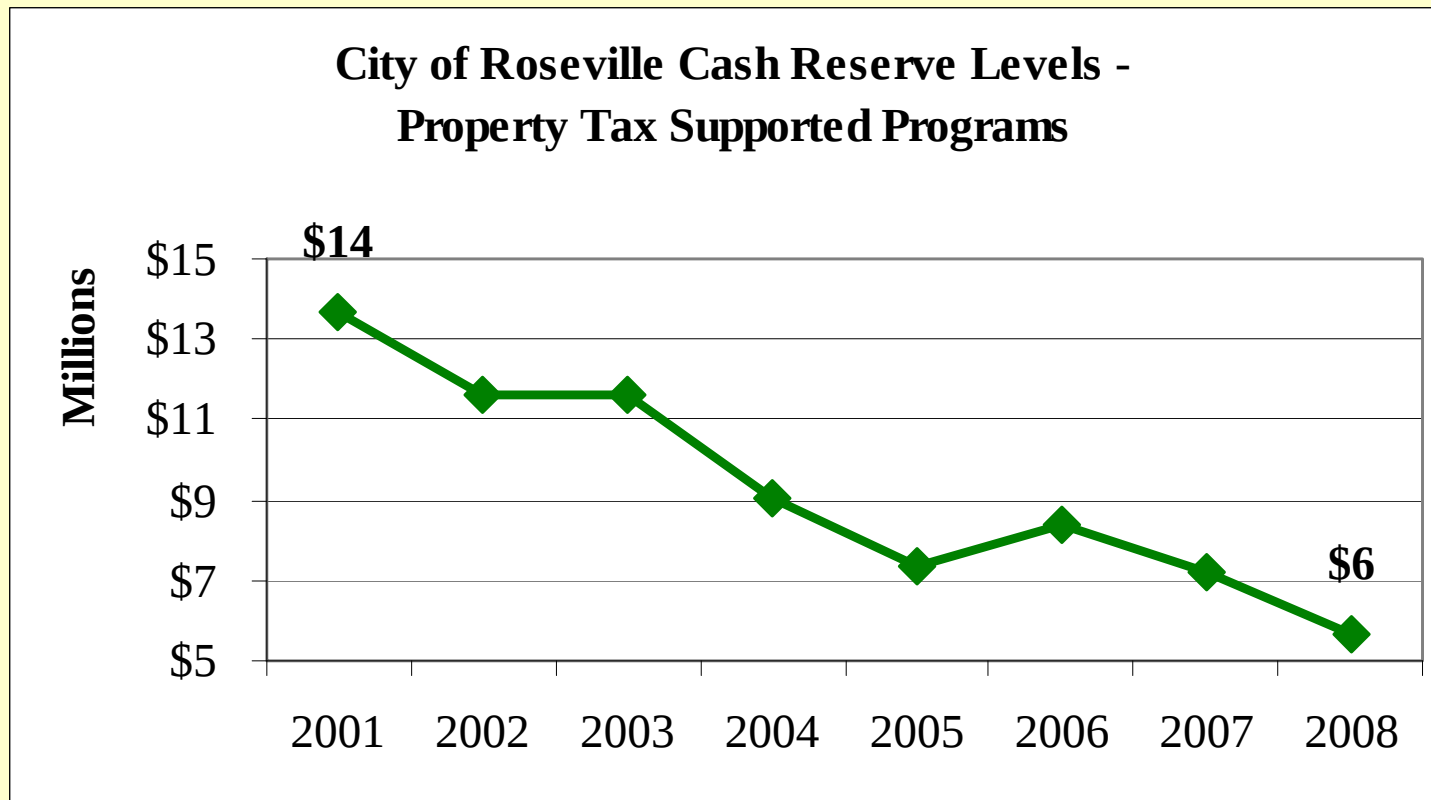
Spending Comparisons – Property Tax Supported Programs

- ❖ Since 2000, actual spending has increased 1.4% per year
- ❖ Since 2000, local inflation has increased 2.8% per year
- ❖ City is spending at ONE-HALF the rate of inflation.

- ❖ Why increasing taxes? . . . Loss of state aid, lower interest earnings, and the discontinuance of using cash reserves

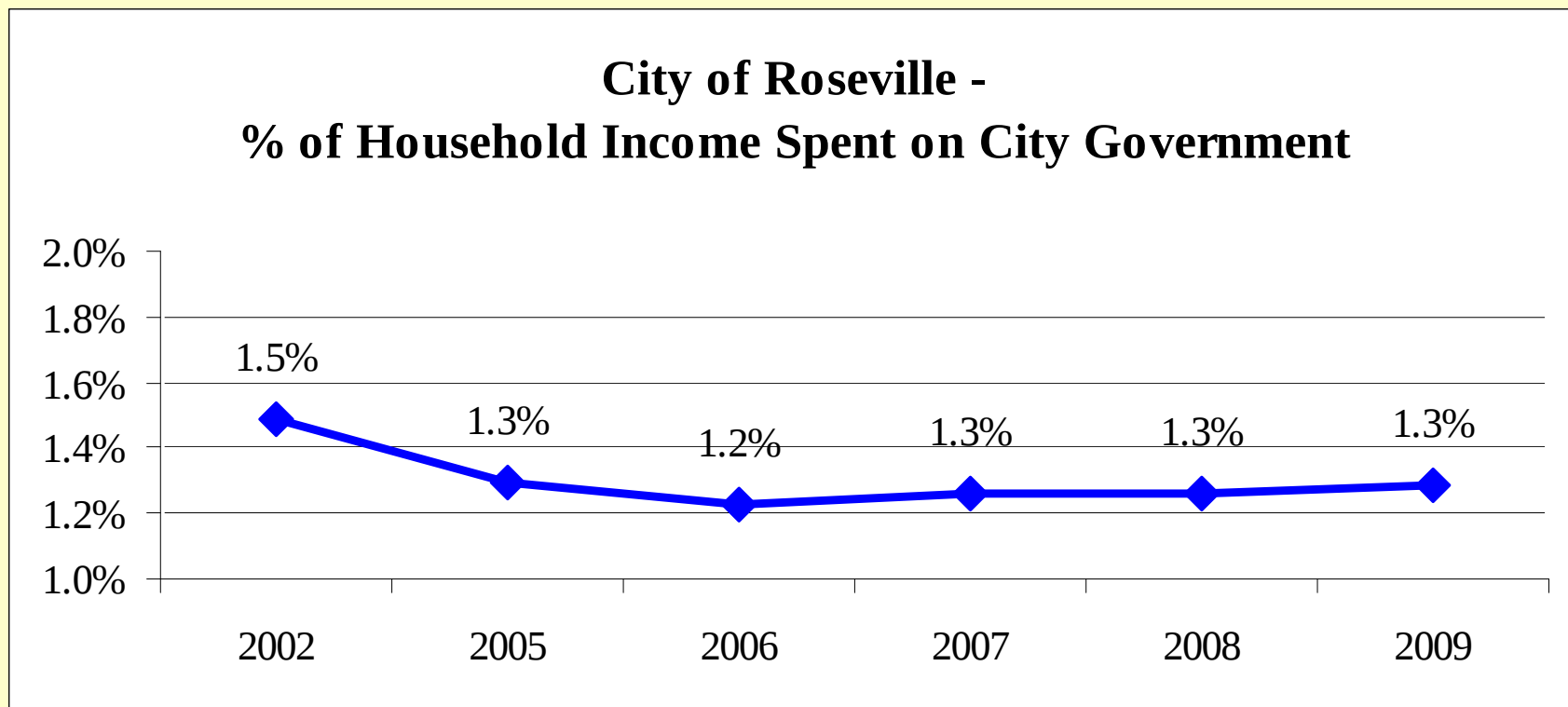
City of Roseville

2010 Budget Hearing



City of Roseville

2010 Budget Hearing



Date: 12/07/09

Item: 6.a

Minutes of 11/23/09

No Attachment

REQUEST FOR COUNCIL ACTION

Date: 12/07/2009
Item No.: 7.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$399,267.37
56979—57094	\$634,840.63
Total	\$1,034,108.00

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

POLICY OBJECTIVE

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

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Chris Miller, Finance Director

Attachments: A: n/a

Accounts Payable

Checks for Approval

User: mjenson

Printed: 12/02/2009 - 10:16 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	11/19/2009	Recreation Fund	Contract Maint. Vehicles	R & R Specialties Inc	Shaft, Lockwasher	82.49
0	11/19/2009	General Fund	Vehicle Supplies	Force America, Inc.	Salter Board Repair	101.53
0	11/19/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	57.77
0	11/19/2009	TIF District #17-Twin Lakes	Professional Services	WSB & Associates, Inc.	Professional Services May1 - Aug 31	42,995.45
0	11/19/2009	General Fund	Operating Supplies City Garage	Gopher Bearing. Corp.	Keyed Shaft, Pillow Block	131.11
0	11/19/2009	Internal Service - Interest	Investment Income	M&I Marshall & Ilsley Bank	Safekeeping	42.00
0	11/19/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	22.39
0	11/19/2009	General Fund	209001 - Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-1.44
0	11/19/2009	TIF District #17-Twin Lakes	Contractor payments	Eureka Construction	Twin Lakes Project #: 01814-00	218,178.41
0	11/19/2009	General Fund	Transportation	Debra Bloom-Heiser	Mileage Reimbursement	185.35
0	11/19/2009	General Fund	Transportation	Debra Bloom-Heiser	Mileage Reimbursement	253.55
0	11/19/2009	General Fund	211403 - Flex Spend Day Care	[REDACTED]	Dependent Care Reimbursement	166.15
0	11/19/2009	General Fund	211000 - Deferered Comp.	ICMA Retirement Trust 457-3002	Payroll Deduction for 11/17 Payroll	5,504.18
0	11/19/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	384.50
0	11/19/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	530.50
0	11/19/2009	License Center	Rental	Gaughan Properties	Motor Vehicle Rent-Dec 09	4,200.00
0	11/19/2009	General Fund	211402 - Flex Spending Health	[REDACTED]	Flexible Benefit Reimbursement	88.40
0	11/19/2009	General Fund	Operating Supplies	City of St. Paul	River Print Paper	324.90
0	11/19/2009	General Fund	209000 - Sales Tax Payable	City of St. Paul	Sales/Use Tax	-20.90
0	11/19/2009	TIF District #17-Twin Lakes	AUAR SubArea I Prof Svcs	WSB & Associates, Inc.	Twin Lakes AUAR Sub Area I	87,501.57
					Infrastructur	
0	11/19/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officials	1,045.00
0	11/19/2009	General Fund	Vehicle Supplies	McMaster-Carr Supply Co	2009 Blanket PO for Vehicle Repairs	28.71
0	11/19/2009	General Fund	209001 - Use Tax Payable	McMaster-Carr Supply Co	Sales/Use Tax	-1.85
0	11/19/2009	License Center	Professional Services	Quicksilver Express Courier	Courier Service	151.62
0	11/19/2009	General Fund	Utilities	Xcel Energy	Fire #3	774.09
0	11/19/2009	Recreation Fund	Utilities	Xcel Energy	Nature Center	470.41
0	11/19/2009	Water Fund	Utilities	Xcel Energy	Water	74.60
0	11/19/2009	License Center	Utilities	Xcel Energy	Motor Vehicle	443.51
0	11/19/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	14.85
0	11/19/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	24.84
0	11/19/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	16.05

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	11/19/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	15.74
0	11/19/2009	General Fund	Utilities	Xcel Energy	Traffic Signal	137.08
0	11/19/2009	General Fund	Contract Maintenance	Adam's Pest Control Inc	Quarterly Service	56.64
0	11/19/2009	Water Fund	Professional Services	Gopher State One Call	Billable Tickets	150.03
0	11/19/2009	Sanitary Sewer	Professional Services	Gopher State One Call	Billable Tickets	150.04
0	11/19/2009	Storm Drainage	Professional Services	Gopher State One Call	Billable Tickets	150.03
0	11/19/2009	Recreation Fund	Operating Supplies	Grainger Inc	Ear Plugs	35.62
0	11/19/2009	Recreation Fund	Operating Supplies	Grainger Inc	Emergency Battery Pack	79.35
0	11/19/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Lamp	91.57
0	11/19/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Toilet Seat, Battery	40.41
0	11/19/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Toilet Seat	25.68
0	11/19/2009	Sanitary Sewer	Printing	Greenhaven Printing	Utility Invoice Imprints	111.50
0	11/19/2009	Sanitary Sewer	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-7.17
0	11/19/2009	Water Fund	Printing	Greenhaven Printing	Utility Invoice Imprints	111.50
0	11/19/2009	Water Fund	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-7.17
0	11/19/2009	Storm Drainage	Printing	Greenhaven Printing	Utility Invoice Imprints	111.51
0	11/19/2009	Storm Drainage	Use Tax Payable	Greenhaven Printing	Sales/Use Tax	-7.17
0	11/19/2009	Recreation Fund	Operating Supplies	Eagle Clan Enterprises, Inc	Toilet Tissue, Roll Towels	365.51
0	11/19/2009	General Fund	Op Supplies - City Hall	Eagle Clan Enterprises, Inc	Cleaning Supplies	55.58
0	11/19/2009	General Fund	Vehicle Supplies	Fastenal Company Inc.	2009 Blanket PO for Vehicle Repairs	134.15
0	11/19/2009	Recreation Fund	Printing	Roseville Area Schools	Copies	79.00
0	11/19/2009	General Fund	Contract Maint. - City Garage	Green View Inc.	Public Works Cleaning	720.57
0	11/19/2009	General Fund	209001 - Use Tax Payable	Green View Inc.	Sales/Use Tax	-46.35
0	11/19/2009	Recreation Fund	Contract Maintenance	Green View Inc.	Skating Center Cleaning	1,894.15
0	11/19/2009	Recreation Fund	Use Tax Payable	Green View Inc.	Sales/Use Tax	-121.85
0	11/19/2009	Recreation Fund	Printing	Roseville Area Schools	Copies	245.00
0	11/19/2009	Recreation Fund	Printing	Roseville Area Schools	Copies	276.50
Check Total:						368,617.19
0	11/25/2009	General Fund	Vehicle Supplies	Napa Auto Parts	2009 Blanket PO for Vehicle Repairs	41.39
0	11/25/2009	General Fund	Vehicle Supplies	Old Dominion Brush	Impeller	2,128.42
0	11/25/2009	General Fund	Vehicle Supplies	Old Dominion Brush	2009 Blanket PO for Vehicle Repairs	33.01
0	11/25/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	Credit Memo	-76.95
0	11/25/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	58.75
0	11/25/2009	General Fund	Vehicle Supplies	Catco Parts & Service Inc	2009 Blanket PO for Vehicle Repairs	248.70
0	11/25/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	-212.98
0	11/25/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	427.35
0	11/25/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance	1,265.25
0	11/25/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance	225.25
0	11/25/2009	General Fund	Contract Maint. H.V.A.C.	Yale Mechanical, LLC	Fall Maintenance	1,260.25
0	11/25/2009	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	T-Stat Repair	465.92
0	11/25/2009	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	Hot Water Boiler Repair	279.18
0	11/25/2009	General Fund	Vehicle Supplies	Rigid Hitch Incorporated	2009 Blanket PO for Vehicle Repairs	22.57

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	11/25/2009	Recreation Fund	Professional Services	Caitlin Bean	Assistant Dance Instructor	52.00
0	11/25/2009	Recreation Fund	Professional Services	Julie Risinger	Assistant Dance Instructor	64.00
0	11/25/2009	Recreation Fund	Professional Services	Rebecca Fandrich	Dance Instruction	28.00
0	11/25/2009	Information Technology	Transportation	Douglas Barber	Mileage Reimbursement	326.15
0	11/25/2009	Recreation Fund	Transportation	Jeff Evenson	Mileage Reimbursement	205.70
0	11/25/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	250.00
0	11/25/2009	General Fund	211403 - Flex Spend Day Care		Dependent Care Reimbursement	700.00
0	11/25/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	599.34
0	11/25/2009	General Fund	Vehicle Supplies	Minnesota Spring & Suspension,	Rear Spring, U Bolt	709.65
0	11/25/2009	General Fund	Vehicle Supplies	MacQueen Equipment	2009 Blanket PO for Vehicle Repairs	108.77
0	11/25/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,017.50
0	11/25/2009	Recreation Fund	Professional Services	Metro Volleyball Officials	Volleyball Officiating	1,045.00
0	11/25/2009	General Fund	Contract Maintenance Vehicles	Midway Ford Co	Vehicle Repair	689.11
0	11/25/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	47.26
0	11/25/2009	General Fund	Vehicle Supplies	Factory Motor Parts	2009 Blanket PO for Vehicle Repairs	184.78
0	11/25/2009	General Fund	Professional Services	Jensen, Bell, Converse & Erick	Legal Services Through Oct 31	11,524.80
0	11/25/2009	Recreation Improvements	Dale Street Bridge Capital	Muska Electric Co	Electrical Repair @ Villa Hockey Rink	2,422.26
0	11/25/2009	General Fund	Op Supplies - City Hall	Grainger Inc	Light Bulbs	50.95
0	11/25/2009	General Fund	209001 - Use Tax Payable	Grainger Inc	Sales/Use Tax	-3.28
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	121.45
0	11/25/2009	Storm Drainage	Telephone	NEXTEL Communications	Cell Phones	483.09
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	11.64
0	11/25/2009	Sanitary Sewer	Telephone	NEXTEL Communications	Cell Phones	232.19
0	11/25/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones	93.22
0	11/25/2009	Recreation Fund	Telephone	NEXTEL Communications	Cell Phones	23.42
0	11/25/2009	P & R Contract Maintenance	Telephone	NEXTEL Communications	Cell Phones	104.86
0	11/25/2009	Golf Course	Telephone	NEXTEL Communications	Cell Phones	28.61
0	11/25/2009	Community Development	Telephone	NEXTEL Communications	Cell Phones	87.01
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	23.28
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	11.64
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	46.56
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	388.98
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	342.94
0	11/25/2009	General Fund	Telephone	NEXTEL Communications	Cell Phones	890.91
0	11/25/2009	General Fund	Vehicle Supplies	CCP Industries Inc	Nitrile Gloves, Siorbent Oil	187.94
0	11/25/2009	General Fund	Vehicle Supplies	CCP Industries Inc	Wipes	170.19
0	11/25/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	112.17
0	11/25/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	505.03
0	11/25/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	19.80
0	11/25/2009	General Fund	Office Supplies	Innovative Office Solutions	Office Supplies	32.20
0	11/25/2009	Recreation Fund	Office Supplies	Innovative Office Solutions	Office Supplies	100.05
0	11/25/2009	Water Fund	Office Supplies	Innovative Office Solutions	Office Supplies	32.19
0	11/25/2009	Storm Drainage	Office Supplies	Innovative Office Solutions	Office Supplies	32.19
0	11/25/2009	Community Development	Office Supplies	Innovative Office Solutions	Office Supplies	160.60

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
0	11/25/2009	License Center	Office Supplies	Innovative Office Solutions	Office Supplies	49.92
0	11/25/2009	General Fund	Contract Maint. - City Hall	Davis Lock & Safe Inc	Service Call	170.00
Check Total:						30,650.18
56979	11/19/2009	General Fund	Clothing	Aspen Mills Inc.	Shirts	83.90
56979	11/19/2009	General Fund	Clothing	Aspen Mills Inc.	Pants, Jackets	327.45
56979	11/19/2009	General Fund	Clothing	Aspen Mills Inc.	Pants, Belt	147.39
56979	11/19/2009	General Fund	Clothing	Aspen Mills Inc.	Credit	-86.50
Check Total:						472.24
56980	11/19/2009	Community Development	Deposits	Aust Construction Co.	Construction Deposit Refund	725.00
Check Total:						725.00
56981	11/19/2009	Contracted Engineering Svcs	Deposits	Bald Eagle Builders	Escrow Return	3,000.00
Check Total:						3,000.00
56982	11/19/2009	Recreation Fund	Contract Maintenance	Ban-Koe Systems, Inc.	Fire Alarm Service	436.85
Check Total:						436.85
56983	11/19/2009	General Fund	Operating Supplies	Bituminous Roadways Inc	2009 Blanket PO for LVWE45030B, LVNW3500	800.90
Check Total:						800.90
56984	11/19/2009	Recreation Fund	Contract Maintenance	Boiler Services, Inc.	Boiler Service	597.26
Check Total:						597.26
56985	11/19/2009	General Fund	Professional Services	ChoicePoint Services, Inc.	Drug Test	58.00
Check Total:						58.00
56986	11/19/2009	General Fund	Contract Maintenance Vehicles	Concept Financial Group	Auger	2,153.17
Check Total:						2,153.17

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
56987	11/19/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Youth Hockey-Oct Bingo	1,939.14
					Check Total:	1,939.14
56988	11/19/2009	HRA Property Abatement Pr Payments to Contractors		Covert Construction, Inc.	Public Nuisance-Building Maintenance	22,035.00
					Check Total:	22,035.00
56989	11/19/2009	Recreation Fund	Advertising	Dex Media East LLC	Yellow Pages Advertising-Skating Center	40.40
56989	11/19/2009	Golf Course	Advertising	Dex Media East LLC	Yellow Pages Advertising-Golf Course	40.40
					Check Total:	80.80
56990	11/19/2009	General Fund	211402 - Flex Spending Health		Flexible Benefit Reimbursement	113.62
					Check Total:	113.62
56991	11/19/2009	General Fund	Op Supplies - City Hall	Energy Sales, Inc.	Filter with Gasket	477.73
					Check Total:	477.73
56992	11/19/2009	Recreation Fund	Motor Fuel	Ferrellgas	Fuel	109.55
					Check Total:	109.55
56993	11/19/2009	Recreation Fund	Professional Services	Richard Figueroa	Senior Club Holiday Entertainment	100.00
					Check Total:	100.00
56994	11/19/2009	Storm Drainage	Professional Services	Freelance Professionals Inc	Seasonal Labor for Leaf Pickup Program 2	5,145.00
					Check Total:	5,145.00
56995	11/19/2009	Storm Drainage	Operating Supplies	General Industrial Supply Co.	Ear Plugs, Safety Glasses	155.40
56995	11/19/2009	Storm Drainage	Operating Supplies	General Industrial Supply Co.	Goggles	53.78
					Check Total:	209.18
56996	11/19/2009	Contracted Engineering Svcs Deposits		Tom George	Escrow Return	3,000.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						3,000.00
56997	11/19/2009	Water Fund	Watermain Lining	GM Contracting, Inc.	Watermain Replacement Project	200,547.55
Check Total:						200,547.55
56998	11/19/2009	Community Development	Building Permits	Goodmanson Construction	Building Permit Refund	76.63
Check Total:						76.63
56999	11/19/2009	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	28.97
Check Total:						28.97
57000	11/19/2009	Recreation Fund	Operating Supplies	Hydro Turf, Inc	Poly Tips	40.04
Check Total:						40.04
57001	11/19/2009	Recreation Fund	Operating Supplies	Ice Skating Institute	Badges	41.72
57001	11/19/2009	Recreation Fund	Use Tax Payable	Ice Skating Institute	Sales/Use Tax	-2.68
Check Total:						39.04
57002	11/19/2009	General Fund	211600 - PERA Employers Share	ICMA Retirement Trust 401-1099	401a William Malinen-Employer Portion	337.77
Check Total:						337.77
57003	11/19/2009	Community Development	Sign Permits	Lawrence Sign	Sign Permit Refund	210.16
57003	11/19/2009	Community Development	Sign Permits	Lawrence Sign	Sign Permit Refund	79.00
Check Total:						289.16
57004	11/19/2009	General Fund	Conferences	League of MN Cities	2009 Regional Meeting	40.00
Check Total:						40.00
57005	11/19/2009	Risk Management	Sewer Department Claims	League of MN Cities Ins Trust	LMCIT Claim #-110699663	64.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						64.00
57006	11/19/2009	General Fund	Vehicle Supplies	Liberty Tire Recycling, LLC	Tire Recycling	110.97
Check Total:						110.97
57007	11/19/2009	General Fund	Contract Maint. - City Garage	Life Safety Systems	Fire System Inspection	105.00
57007	11/19/2009	General Fund	Contract Maint. - City Hall	Life Safety Systems	Fire System Inspection	105.00
Check Total:						210.00
57008	11/19/2009	General Fund	210600 - Union Dues Deduction	Local Union 49	Payroll Deduction for 11/17 Payroll	775.00
Check Total:						775.00
57009	11/19/2009	Contracted Engineering Svcs Deposits		Robert McNearny	Return of Escrow	3,000.00
Check Total:						3,000.00
57010	11/19/2009	Recreation Fund	Transportation	Minnesota Coaches, Inc.	Field Trip to Metrodome	213.70
57010	11/19/2009	Recreation Fund	Transportation	Minnesota Coaches, Inc.	Field Trip to Bunker Hills Park Stables	237.47
57010	11/19/2009	Recreation Fund	Transportation	Minnesota Coaches, Inc.	Field Trip to Grand Slam	213.72
57010	11/19/2009	Recreation Fund	Transportation	Minnesota Coaches, Inc.	Field Trip to Shakopee Sand Venture	298.92
Check Total:						963.81
57011	11/19/2009	Street Construction	Contractor Payments	Minnesota Commercial	Bill #1-Terminal Road Agreement	10,863.85
Check Total:						10,863.85
57012	11/19/2009	Recreation Fund	Operating Supplies	Minnesota Recreation & Park As	Fall Softball Team Registrations	1,302.00
Check Total:						1,302.00
57013	11/19/2009	Recreation Fund	Advertising	Minnesota Thoroughbreds	Full Page Ad in Tournament Program	100.00
Check Total:						100.00
57014	11/19/2009	General Fund	211200 - Financial Support	MN Child Support Payment Cntr	Case #: 001023511002	292.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						292.00
57015	11/19/2009	General Fund	Contract Maint. - City Hall	MN Dept of Labor and Industry	Boiler Testing	30.00
Check Total:						30.00
57016	11/19/2009	Street Construction	09-02 Roselawn/HamlineVictoria	MN Dept of Transportation	Material Testing & Inspection	1,100.00
57016	11/19/2009	Street Construction	09-04 Mill & Overlay	MN Dept of Transportation	Material Testing & Inspection	1,043.81
Check Total:						2,143.81
57017	11/19/2009	Recreation Fund	Professional Services	MN Historical Society-Group Re	Adult Trip Deposit	100.00
Check Total:						100.00
57018	11/19/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Yard Cleanup/Maintenace 807 Sandhurst	539.57
57018	11/19/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Clean Yard 681 Lovell	37.50
57018	11/19/2009	HRA Property Abatement Pr	Payments to Contractors	Mr. Handyman	Yard Cleaning/Maintenance 807 Sandhurst	525.00
57018	11/19/2009	HRA Property Abatement Pr	Use Tax Payable	Mr. Handyman	Sales/Use Tax	-11.07
Check Total:						1,091.00
57019	11/19/2009	General Fund	Operating Supplies	Newman Traffic Signs, Inc.	Blanket PO for 2009 Street Signs	2,405.48
Check Total:						2,405.48
57020	11/19/2009	General Fund	Const. Operating Supplies	Northwest Lasers, Inc.	OPT Labor Charge	190.00
Check Total:						190.00
57021	11/19/2009	Recreation Fund	Professional Services	NYSCA	Online Membership Fees	50.00
Check Total:						50.00
57022	11/19/2009	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	1,116.42
57022	11/19/2009	General Fund	211402 - Flex Spending Health	Premier Bank	HSA	3,274.61

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						4,391.03
57023	11/19/2009	Recreation Fund	Contract Maintenance	Printers Service Inc	Ice Knife Sharpening	72.00
Check Total:						72.00
57024	11/19/2009	Water Fund	Professional Services	Railroad Management Co. III, L	Water Pipeline Crossing	82.50
57024	11/19/2009	Storm Drainage	Professional Services	Railroad Management Co. III, L	Sewer Pipeling Crossing	99.83
Check Total:						182.33
57025	11/19/2009	TIF District #1-Center Pointe	Professional Services	Ramsey County	Administrative Expenses-TIF Districts	535.51
57025	11/19/2009	TIF District #10-Can Am	Professional Services	Ramsey County	Administrative Expenses-TIF Districts	414.43
57025	11/19/2009	T.I.F. District #12 (Arona)	Professional Services	Ramsey County	Administrative Expenses-TIF Districts	1,695.86
57025	11/19/2009	T.I.F. District # 13	Professional Services	Ramsey County	Administrative Expenses-TIF Districts	333.71
57025	11/19/2009	TIF District #17-Twin Lakes	Professional Services	Ramsey County	Administrative Expenses-TIF Districts	870.32
57025	11/19/2009	T.I.F. District # 11	Professional Services	Ramsey County	Administrative Expenses-TIF Districts	748.14
Check Total:						4,597.97
57026	11/19/2009	General Fund	211200 - Financial Support	Rausch Sturm Israel & Hornik	Case #: CV074555	368.03
Check Total:						368.03
57027	11/19/2009	Recreation Fund	Professional Services	Tyler Schmidt	Fall Soccer Referee	65.00
Check Total:						65.00
57028	11/19/2009	Recreation Fund	Building Rental	Christie Spevacek	Damage Deposit Refund	400.00
Check Total:						400.00
57029	11/19/2009	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Servic	Water	577.69
57029	11/19/2009	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Servic	Water	293.68
57029	11/19/2009	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Servic	Water	75.85
Check Total:						947.22
57030	11/19/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	304.75
57030	11/19/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						314.33
57031	11/19/2009	Recreation Fund	Professional Services	Shane Sturgis	Volleyball Officiating	44.00
Check Total:						44.00
57032	11/19/2009	Golf Course	Rental	United Rentals Northwest, Inc.	Compressor Rental	723.10
Check Total:						723.10
57033	11/19/2009	Workers Compensation	Insurance	WCRA	Workers Comp Surplus	44,371.00
Check Total:						44,371.00
57034	11/19/2009	Community Development	Deposits	Zawadski Homes	Grading Deposit Refund	5,000.00
Check Total:						5,000.00
57036	11/25/2009	Recreation Fund	Professional Services	AARP	Driving Instruction	334.00
Check Total:						334.00
57037	11/25/2009	Community Development	Deposits	Amcon Construction	Construction Deposit Refund	3,848.00
Check Total:						3,848.00
57038	11/25/2009	General Fund	Contract Maintenance Vehicles	Astleford International Trucks	Vehicle Repair	592.03
Check Total:						592.03
57039	11/25/2009	Water Fund	Accounts Payable	DAVID AUSTIN	Refund check	38.79
Check Total:						38.79
57040	11/25/2009	Community Development	Deposits	Bald Eagle Builders	Construction Deposit Refund	750.00
Check Total:						750.00
57041	11/25/2009	General Fund	Operating Supplies	Batteries Plus, Inc.	AA Batteries	25.62
57041	11/25/2009	General Fund	Operating Supplies	Batteries Plus, Inc.	AAA and C Batteries	206.03

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
					Check Total:	231.65
57042	11/25/2009	Recreation Fund	Temporary Employees	Angela Benes	Tap Instruction	300.00
					Check Total:	300.00
57043	11/25/2009	Community Development	Deposits	Rick Boschee	Construction Deposit Refund	725.00
					Check Total:	725.00
57044	11/25/2009	General Fund	Conferences	David Brosnahan	Mileage Reimbursement	34.65
					Check Total:	34.65
57045	11/25/2009	Recreation Fund	Temporary Employees	Karen Carrier	Tai Chi Instruction	210.00
					Check Total:	210.00
57046	11/25/2009	Information Technology	Computer Equipment	CDWG Inc.	WS-C3550-12G Cisco 3550 12G (Refurbished	4,472.72
57046	11/25/2009	Information Technology	Computer Equipment	CDWG Inc.	WS-C3550-12G Cisco 3550 12G (Refurbished	26.55
					Check Total:	4,499.27
57047	11/25/2009	Golf Course	Merchandise For Sale	Coca Cola Bottling Company	Beverages for Resale	320.00
					Check Total:	320.00
57048	11/25/2009	General Fund	Operating Supplies	Coffee Mill, Inc.	Coffee Supplies	458.00
					Check Total:	458.00
57049	11/25/2009	General Fund	Vehicle Supplies	Continental Research Corp	Self Fusing Black Tape	104.20
					Check Total:	104.20
57050	11/25/2009	Charitable Gambling	Professional Services - Bingo	Cornell Kahler Shidell & Mair	Midway Speedskating Oct Bingo	2,117.28

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						2,117.28
57051	11/25/2009	General Fund	Operating Supplies	Deluxe Business Forms	Laser W2, 1099 Forms	190.08
57051	11/25/2009	General Fund	Operating Supplies	Deluxe Business Forms	Laser 1099 Forms	48.09
Check Total:						238.17
57052	11/25/2009	Police Forfeiture Fund	Professional Services		Underage Tobacco Compliance Purchaser	50.00
Check Total:						50.00
57053	11/25/2009	Storm Drainage	Professional Services	Freelance Professionals Inc	Seasonal Labor for Leaf Pickup Program 2	3,420.00
Check Total:						3,420.00
57054	11/25/2009	Water Fund	Accounts Payable	JOSEPH FRIEDRICHS	Refund check	2.82
Check Total:						2.82
57055	11/25/2009	General Fund	Motor Fuel	Hartland Fuels	2009 Blanket PO for Fuel	15,151.03
Check Total:						15,151.03
57056	11/25/2009	Information Technology	Operating Supplies	Hewlett-Packard Company	Carrying Case	18.17
Check Total:						18.17
57057	11/25/2009	Singles Program	Operating Supplies	Jean Hoffman	Singles Supplies Reimbursement	32.20
Check Total:						32.20
57058	11/25/2009	Telephone	Telephone	Integra Telecom	Telephone	206.26
Check Total:						206.26
57059	11/25/2009	Recreation Fund	Temporary Employees	B. Patricia Jemie	Stretch and Strength Instruction	144.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						144.00
57060	11/25/2009	General Fund	Vehicle Supplies	Kath Auto Parts	Coupler Kit	16.25
Check Total:						16.25
57061	11/25/2009	Water Fund	Accounts Payable	KARL & MARGARET KAUFMANN	Refund check	131.51
Check Total:						131.51
57062	11/25/2009	Sanitary Sewer	PaperCalmenson/Gravity Replace	Lametti & Sons, Inc.	Sanitary Sewer Reconstruction	118,016.98
57062	11/25/2009	Storm Drainage	Reservoir woods/Fulham Pond	Lametti & Sons, Inc.	Storm Sewer Projects	12,806.00
Check Total:						130,822.98
57063	11/25/2009	Risk Management	Street Department Claims	League of MN Cities Ins Trust	LMCIT Claim #: 11069570	566.22
Check Total:						566.22
57064	11/25/2009	General Fund	Contract Maint. - City Hall	Life Safety Systems	Emergency Service Call	639.16
Check Total:						639.16
57065	11/25/2009	Sanitary Sewer	Accounts Payable	PHYLLIS MACKEY	Refund check	37.23
Check Total:						37.23
57066	11/25/2009	Sanitary Sewer	Accounts Payable	LESLIE MATTS	Refund check	1.08
Check Total:						1.08
57067	11/25/2009	General Fund	211400 - Medical Ins Employee	Medica	Health Insurance Premium-Dec 2009	69,872.43
57067	11/25/2009	General Fund	211400 - Medical Ins Employee	Medica	Health Insurance Premium-Dec 2009	7,762.55
57067	11/25/2009	General Fund	211400 - Medical Ins Employee	Medica	Health Insurance Premium-Dec 2009	16,442.24
Check Total:						94,077.22
57068	11/25/2009	General Fund	Postage	Midwest Mailing Systems, Inc.	Adhesive	79.66

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						79.66
57069	11/25/2009	License Center	Professional Services	Mike's Clean Sweep Services	Floor Sealer at License Center	240.47
Check Total:						240.47
57070	11/25/2009	Recreation Fund	Professional Services	Megan Miner	Dance Instruction	24.00
Check Total:						24.00
57071	11/25/2009	Golf Course	Rental	On Site Sanitation, Inc.	Regular Service	30.46
57071	11/25/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	50.61
57071	11/25/2009	P & R Contract Maintenance	Rental	On Site Sanitation, Inc.	Regular Service	40.61
Check Total:						121.68
57072	11/25/2009	General Fund	Vehicle Supplies	Larson Companies Peterbilt North	2009 Blanket PO for Vehicle Repairs	150.05
Check Total:						150.05
57073	11/25/2009	General Fund	Vehicle Supplies	Precision Auto Upholstery, Inc	Replace Material, Repair Foam	322.06
Check Total:						322.06
57074	11/25/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	79.67
57074	11/25/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	50.52
57074	11/25/2009	Telephone	St. Anthony Telephone	Qwest	Telephone	187.77
57074	11/25/2009	Telephone	Telephone	Qwest	Telephone	374.13
57074	11/25/2009	Telephone	Telephone	Qwest	Telephone	38.87
57074	11/25/2009	Telephone	Telephone	Qwest	Telephone	101.26
Check Total:						832.22
57075	11/25/2009	Water Fund	Accounts Payable	SHARON REDING	Refund check	5.79
Check Total:						5.79
57076	11/25/2009	Water Fund	Accounts Payable	ROBERT RENNER	Refund check	37.07

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						37.07
57077	11/25/2009	Recreation Fund	Professional Services	Norm Rolando	Safety Awareness/Self Defense Instructor	2,079.00
Check Total:						2,079.00
57078	11/25/2009	Boulevard Landscaping	Operating Supplies	Ron Kassa Construction, Inc.	Concrete Repair per 2009 Material Bid/Co	3,644.85
57078	11/25/2009	Pathway Maintenance Fund	Operating Supplies	Ron Kassa Construction, Inc.	Concrete Repair per 2009 Material Bid/Co	7,433.25
57078	11/25/2009	Storm Drainage	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete Repair per 2009 Material Bid/Co	3,492.05
57078	11/25/2009	General Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete Repair per 2009 Material Bid/Co	8,199.30
57078	11/25/2009	General Fund	Contract Maintenance	Ron Kassa Construction, Inc.	Concrete Repair per 2009 Material Bid/Co	5,448.40
Check Total:						28,217.85
57079	11/25/2009	General Fund	Vehicle Supplies	Rosedale Chevrolet	2009 Blanket PO for Vehicle Repairs	43.89
Check Total:						43.89
57080	11/25/2009	General Fund	Operating Supplies	Rosemount Saw & Tool Co.	Chain Saw Sharpening	44.00
Check Total:						44.00
57081	11/25/2009	Recreation Fund	Professional Services	Melissa Schuler	Dance Instruction	45.50
Check Total:						45.50
57082	11/25/2009	Recreation Fund	Transportation	Speco Charter LLC	Adult Trip Transportation	540.00
Check Total:						540.00
57083	11/25/2009	P & R Contract Maintenance	Telephone	Sprint	Cell Phones	40.36
57083	11/25/2009	Water Fund	Telephone	Sprint	Cell Phones	40.36
57083	11/25/2009	General Fund	Operating Supplies	Sprint	Cell Phones	40.36
57083	11/25/2009	Information Technology	Telephone	Sprint	Cell Phones	121.03
57083	11/25/2009	Recreation Fund	Professional Services	Sprint	Cell Phones	40.36

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						282.47
57084	11/25/2009	General Fund	Operating Supplies	Staples Business Advantage	Toner	216.39
Check Total:						216.39
57085	11/25/2009	General Fund	Professional Services	Sheila Stowell	City Council Meeting Minutes	287.50
57085	11/25/2009	General Fund	Professional Services	Sheila Stowell	Mileage Reimbursement	9.58
Check Total:						297.08
57086	11/25/2009	General Fund	Contract Maintenance Vehicles	Suburban Tire Wholesale, Inc.	Dismount & Mount Loose Tires	352.69
57086	11/25/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	1,370.65
57086	11/25/2009	General Fund	Vehicle Supplies	Suburban Tire Wholesale, Inc.	2009 Blanket PO for Vehicle Repairs	954.00
Check Total:						2,677.34
57087	11/25/2009	Water Fund	Accounts Payable	TANGLETOWN REALTY	Refund check	43.44
Check Total:						43.44
57088	11/25/2009	General Fund	Vehicle Supplies	Toll Gas & Welding Supply	Industrial Cyls	20.40
Check Total:						20.40
57089	11/25/2009	General Fund	Vehicle Supplies	Tri State Bobcat	2009 Blanket PO for Vehicle Repairs	137.63
57089	11/25/2009	General Fund	Vehicle Supplies	Tri State Bobcat	2009 Blanket PO for Vehicle Repairs	891.66
Check Total:						1,029.29
57090	11/25/2009	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	Diseased and Hazard Tree Removal	3,657.80
Check Total:						3,657.80
57091	11/25/2009	Golf Course	Operating Supplies	US Bank	Petty Cash Reimbursement	6.31
57091	11/25/2009	Golf Course	Merchandise For Sale	US Bank	Petty Cash Reimbursement	65.71
Check Total:						72.02
57092	11/25/2009	General Fund	Contract Maintenance	Verizon Wireless	Cell Phones	568.46

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Description	Amount
Check Total:						568.46
57093	11/25/2009	Information Technology	Telephone	XO Communications Inc.	Telephone	4,939.10
Check Total:						4,939.10
57094	11/25/2009	General Fund	Contract Maintenance Vehicles	Zahl Petroleum Maintenance Co	Diesel Pump Repair	115.90
Check Total:						115.90
Report Total:						1,034,108.00

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12-7-09
Item No.: 7.b

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Approval of 2009-2010 Business Licenses

BACKGROUND

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

Massage Therapy Establishment License

Optimal Wellness Solutions, LLC DBA Mind Body & Soul Wellness Center
2201 Lexington Avenue N
Roseville, MN 55113

Pawn Shop/Precious Metal Dealer License

Pawn America Minnesota, LLC
DBA Pawn America
1715 Rice Street N
Roseville, MN 55113

Golden Experience, LLC
DBA Goldmaxx
10 Rosedale Center
Roseville, MN 55113

POLICY OBJECTIVE

Required by City Code

FINANCIAL IMPACTS

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

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements.

26

27 **REQUESTED COUNCIL ACTION**

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

29

30

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

31



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

Massage Therapy Establishment License Application

Business Name Formerly - Body & Soul Fitness, LLC
Optimal Wellness Solutions, LLC DBA Mind Body & Soul Wellness
 Business Address 2201 Lexington Ave N, Roseville Center 55113
 Business Phone 612-203-5158 (cell) Don't have business # yet
 Email Address _____

Person to Contact in Regard to Business License:

Legal Name _____

Address _____

Phone _____ Date of Birth _____

Drivers License Number _____

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

License Required

Massage Therapy Establishment

Fee

\$300.00

\$150.00 Background Check
 (new license only)

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

Signature Michelle Schram

Date 11-30-09

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

Part I - General Information

Directions:

Residence Address

CITY OF ROSEVILLE, MINNESOTA
FOR PAWN SHOP/PRECIOUS METAL DEALER LICENSE

Part I - General Information

(January 1, 2010 through December 31, 2010)

Directions:

Please complete with typewriter or by printing in ink. If the application is by a natural person, by such person; if by a corporation, by an officer thereof; if by a partnership, by one of the partners; if by an unincorporated association, by the manager or managing officer thereof.

1. Name of Applicant (name of individual, partnership, corporation, or association):

GOLDEN EXPERTISE, LLC
DBA. GOLDMAXX SHAFER SLATT MARK
(If Individual) LAST FIRST FULL MIDDLE NAME

2. Name under which applicant will be doing business, business address, and telephone number:

Full Name GOLDMAXX

Business Address 10 ROSEDALE CENTER, ROSEVILLE, MN 55113

Business Telephone 651-633-6334

3. Type of Applicant:

X Individual Partnership Corporation
 Association Other

4. Type of license applicant seeks:

Type of License/Permit	Fee Per Year
Pawn Shop	\$10,000.00
<u>Precious Metal Dealer</u>	\$10,000.00
Pawn Shop and Precious Metal Dealer	\$13,000.00

5. A. If applicant is an individual, state full name, residence and business address, and telephone numbers:

Name
LAST FIRST FULL MIDDLE NAME

Date of Birth

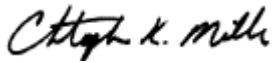
Residence Address

REQUEST FOR COUNCIL ACTION

Date: 12/07/09
Item No.: 7.c

Department Approval

City Manager Approval



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

BACKGROUND

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

General Purchases or Contracts

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

Department	Vendor	Description	Amount
IT	CDWG	Network Storage Devices	\$ 57,712.50
Utilities	MacQueen Equipment	Water/Sewer line inspection device	20,096.55

Sale of Surplus Vehicles or Equipment

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

Department	Item / Description
n/a	n/a

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

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

18 **STAFF RECOMMENDATION**

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

21 **REQUESTED COUNCIL ACTION**

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

24

25

Prepared by: Chris Miller, Finance Director

Attachments: A: None

26

REQUEST FOR COUNCIL ACTION

Date: December 7, 2009
Item No.: 7.d

Department Approval

City Manager Approval



Item Description: Confirm Citizen Advisory Commission Reappointment/Appointment Process

BACKGROUND

The City has six standing commissions. The Council annually appoints citizens to the commissions. Commissions advise the Council on specific actions and offer citizens a way to provide input on issues of importance.

Per Resolution No. 10266 Commissioners are limited to serving two consecutive, three-year terms and are required to reapply for reappointment to a second term. The resolution states that "A. No later than sixty days....the Council will consider whether to interview the commissioner; if two council members request, a commissioner seeking reappointment will be scheduled to attend an interview before the entire Council. B. Should the Council determine that the individual merits reappointment, that person will be reappointed."

Commissioners are appointed to terms that begin April 1 of each year. The following Commissioners' terms expire March 31, 2010:

Ethics Commission

LuAnne Pederson – eligible for reappointment

Human Rights Commission

Thelma McKenzie - eligible for reappointment

David Singleton – eligible for reappointment

Parks and Recreation Commission

Matthew Hiber – eligible for reappointment

David Holt – eligible for reappointment

Sarah Lenz Brodt – eligible for reappointment

Harold Ristow – eligible for reappointment

Planning Commission

Daniel Boerigter – eligible for reappointment

Jim Doherty – eligible for reappointment

34
35 Police Civil Service Commission

36 Mary Jean Turinia Anderson - eligible for reappointment

37
38 Public Works, Environment and Transportation Commission

39 Dwayne Stenlund – eligible for reappointment

40
41 Staff has contacted commissioners who are eligible for reappointment. Applications for
42 commissioners who wish to be reappointed will be available at the January 4 Council meeting.

43
44 Staff will check the attendance records of the commissioners and contact commission chairs to
45 get recommendations of reappointments.

46 **REQUESTED COUNCIL ACTION**

47
48 Confirm Citizen Advisory Commission Reappointment/Appointment Process

- 49
- 50 • January 4 – Applications from commissioners seeking reappointment included in Council
 - 51 packet. Council will reappoint or determine which commissioners the Council wants to
 - 52 interview.
 - 53 • January 11 – Interview returning commissioners (if applicable)
 - 54 • January 25 – Reappoint returning commissioners and declare vacancies. Authorize staff
 - 55 to advertise for the commission vacancies with a February 26 at 4:30 p.m. deadline for
 - 56 applications and interviews for March 8.
 - 57 • March 8 – Interview commission applicants.
 - 58 • March 22 – Appoint applicants to fill vacancies.
 - 59
- 60
61

Prepared by: Bill Malinen, City Manager
Attachments: A: Resolution 10266

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 6th day of December, 2004, at 6:00 p.m.

The following members were present: Ihlan, Kough, Schroeder, Maschka and Klausing

and the following were absent: none.

Member Kough introduced the following resolution and moved its adoption:

RESOLUTION No. 10266

**Amending Resolution 9372 To Change The
Reappointment Process and Term Limits for
Roseville Citizen Advisory Commissions.**

WHEREAS, the City of Roseville has five citizen advisory commissions – the Civil Service Commission; the Human Rights Commission, the Parks and Recreation Commission, the Planning Commission, and the Public Works, Environment and Transportation Commission; and

WHEREAS, Resolution 9372, dated January 30, 1997, outlines the process by which the City Council will interview applicants for Commission vacancies and how the Council will handle the reappointment process; and

WHEREAS, the City Council has been considering changes to the process by which the Council reappoints sitting commission members once their term expires;

WHEREAS, the Council invited comment from the public and from current commissioners about the organization of citizen advisory commissions and the reappointment process;

NOW, THEREFORE, BE IT RESOLVED, that the Roseville City Council hereby amends Resolution 9372 to read as follows:

Resolution 10266
Amending Resolution 9372

BACKGROUND:

The City of Roseville has five standing Advisory Commissions: Public Works, Environment and Transportation; Human Rights; Parks and Recreation; Planning; and Police Civil Service. The City also establishes other advisory groups as needed.

Numerous Roseville residents have volunteered their time and skills serving as Commission members. The efforts and commitment of these volunteers have been an important ingredient in Roseville's quality of life.

POLICY STATEMENT:

It is the intent of this policy to establish a fair and open notification and selection process which encourages all Roseville residents to apply for appointment.

PROCEDURE STATEMENT:

I.

If a vacancy occurs because of resignation, death, moving from the City, removal from office, ineligibility for reappointment, etc., on any standing Advisory Commission, the following procedure will be used.

A. When a Commission vacancy occurs the City Council, at a regular meeting, will establish a deadline for receiving applications and the date of the Council Meeting to interview the applicants. The time between the application deadline and interviews shall be no more than thirty (30) days.

B. Commission vacancies will be advertised in the Roseville Review and Roseville Focus at least two (2) times before the application deadline. Vacancies will also be advertised on Cable Television and posted on the City Hall Bulletin Board.

C. Applications received after the deadline will not be accepted.

D. Names of applicants and applications will be provided to the City Council and the public after the application deadline.

E. If fewer applications are received than twice the number of openings, the City Council may establish a new application deadline and Council Meeting for interviews. If a new deadline is adopted, the vacancy will be re-advertised as described in "B" above.

F. Applicants will be interviewed by the City Council. The Chair and Vice Chair of the Commission to which the applicant is seeking appointment will be invited to attend and participate in the interview process. A minimum of five members of the Interview Team must participate in the interview process. Interviews are open to the public.

G. If a new vacancy occurs after an application deadline and before an appointment is made, a new application process will be used as described in this procedure.

H. The City Council will make the appointments at the first Council meeting following interviews.

I. Advisory Commission applications shall be kept on file for one year. If during that year a vacancy occurs on any Commission, all applicants will be advised of the vacancy in writing.

II.

If a current Commission member's term is expiring and is eligible for reappointment, the following procedure will be used.

A. No later than sixty (60) days prior to the expiration of a term, each commission member whose term is expiring shall be contacted in writing and directed to complete a written application for reappointment if they desire to be reappointed. For persons seeking reappointment, the Council shall be advised of the attendance record of the individual whose term is expiring. The Council will also be provided with written comments from the Chairperson of the Commission regarding the reappointment of the individual. At that time, the Council will consider whether to interview the commissioner; if two councilmembers request, a commissioner seeking reappointment will be scheduled to attend an interview before the entire Council.

B. Should the Council determine that the individual merits reappointment, that person will be reappointed.

C. Should the incumbent not wish to be reappointed or should the Council determine that the individual does not merit reappointment, the Council will follow the procedure for filling vacancies as described in I. above.

APPOINTMENTS TO OTHER CITY ADVISORY GROUPS

The Council may use the procedure outlined in Sections I. and II. above for making appointments to other advisory groups, committees, task forces, etc.

TERM LIMITS

Members of all Advisory Commissions may serve a maximum of two full consecutive three-year term. The Council may reappoint a person for a period not exceeding one additional year if the Council, by four-fifths vote, determines that reappointment is in the best interest of such Commission and the City.

The motion for the adoption of the foregoing resolution was duly seconded by Member Maschka, and upon a vote being taken thereon, the following voted in favor thereof: Ihlan, Kough, Schroeder, Maschka and Klausing.

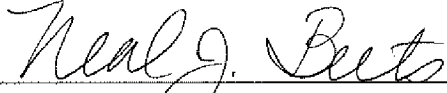
and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 6th day of December, 2004 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 6th day of December 2004.



Neal J. Beets, City Manager

SEAL

REQUEST FOR COUNCIL ACTION

DATE: 12/07/2009
ITEM NO: 7.e

Department Approval:



City Manager Approval:



Item Description: **Approval of temporary banners for Metro Transit's park and ride facility**

1.0 REVIEW OF REQUEST

1.1 As City Council members may be aware, the recently completed park and ride facility at Iona Lane and Mount Ridge Road will be officially opening on December 14, 2009. To get the word out, Metro Transit is seeking to install two temporary signs on the facility – one on the west side of the facility (22 feet by 4 feet) and one on the south side of the facility (13 feet by 3 feet).

1.2 Section 1010.03A3 (Governmental Signs) states: *Except for traffic related signage, all permanent city, school, or other governmental unit signage, including flags, must be approved by the City Council.*

1.3 In addition the requiring City Council approval to install the signs, it should be noted that the material being proposed, an all-weather, durable vinyl banner is being sought for installation, which type of sign is prohibited.

1.4 The City Council annually approves temporary signage for certain events throughout the year that are conducted on City or other governmental property. These include events such as the Fire Department's booya, the HRA's home and garden fair, Schultz and Stitches to name a few. It is worth noting that the majority of these temporary signs are either prohibited by Section 1010.02C or installed in locations not supported by the Code, such as off-site signage.

1.5 The Metro Transit signs sought for approval would be installed for no more than 20-days (consistent with code allowance) and be a vinyl banner material that is cost-effective, all-weather, durable, and can be re-used from job to job by overlying and updating the text.

1.6 Metro Transit larger effort is to reduce congestion along the 35W corridor and as such the temporary signs placed on the new park and ride facility must be visible from Interstate 35W. Metro Transit also states that the requirement of a rigid type sign is inflexible and difficult to transport and install.

1.7 Under the current Code requirements, temporary sign requirements do not allow of flexible or non-rigid material and did not necessarily anticipate the large signs like that proposed by Metro Transit. The Planning Division supports the use of this type of sign, specifically because of the ability to reuse it and the intent of the sign is to be temporarily

30 promote a way to reduce congestion on the freeway.

31 **2.0 SUGGESTED CITY COUNCIL ACTION**

32 BY MOTION, APPROVE the requested temporary sign for Metro Transit and the park
33 and ride facility at Iona Land and Mount Ridge Road.

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

35 Attachments: A: Similar temporary signs
36



Express buses to Mpls -
starting Sept. 28  Metrolink 



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12/7/09
Item No.: 10.a

Department Approval

City Manager Approval

Christopher K. Miller

W. J. Mahinen

Item Description: Finalize the 2010 Budget and Property Tax Levy

BACKGROUND

Over the past several months, the City Council has held nearly 20 separate discussions regarding the 2010 Budget and Property Tax Levy. These discussions culminated in a public hearing held on November 16th for the purposes of soliciting public comment on the Recommended Budget.

On December 7, 2009 the City will conduct its annual Truth-in-Taxation Hearing. At this meeting, City Staff will be presenting an overview of the proposed budget and taxpayer impacts.

While it has been especially challenging to develop a budget in the current economic downturn, the Council and Citizens are reminded that the City is on an unsustainable financial path. With regard to the City's property tax-supported programs and services, we have relied on cash reserves to plug budget gaps 7 out of the last 8 years. In addition, the City's own 10-year Capital Investment Plan demonstrates that the City is millions of dollars behind in funding vehicle, equipment, and other capital replacements. Finally, for 2010 the City is faced with unprecedented declines in state aid, interest earnings, and other non-tax revenue sources – a combined loss of \$700,000 next year alone.

Because of these financial realities, the City must accept significant tax levy increases and/or permanent reductions in programs and service levels. It is simply too late to wait for better times to fix what's broken.

It should be noted, that the City has already made a number of permanent budget reductions in prior years. The following table depicts just some of the operational changes made since 2003.

Permanent Spending Reductions: 2003 - Present

Department	Program / Function	Amount (a)
Administration	Eliminate Asst. City Manager position (2002)	\$ 100,000
Finance	Downgrade Accounting Supervisor position (2003)	15,000
Finance	Eliminate Accountant position (2004)	65,000
Parks & Recreation	Eliminate a Parks & Recreation Maint. Position (2005)	50,000
Police	Eliminate Deputy Police Chief position (2005)	100,000
PW - Streets	Eliminate a Street Maintenance Position (2005)	50,000
PW - Engineering	Downgrade Engineering Technician position (2005)	12,000
Parks & Recreation	Eliminate Custodian position (2006 net savings)	30,000
Parks & Recreation	Eliminate Park Maintenance Coordinator position (2009)	75,000
	Total	\$ 497,000

(a) Amount shown is in 2009 dollars

As indicated in the above table, since 2003 the City has made nearly \$500,000 in permanent spending reductions in personnel costs alone. And while the City has added a few positions in police and fire during this timeframe, it was done so in response to an identified need and only after significant evaluation and discussion by the City Council. In addition, the City has continued to leave several budgeted positions vacant in recognition of the City's current financial challenges.

During the last budget discussion, the Council made a few additional inquiries regarding the 2010 Recommended Budget. They include:

- ❖ 2010 Vehicle Replacements
- ❖ Employee training and conferences
- ❖ Employee overtime

Each of these budget areas are addressed below.

Vehicle Replacements

The scheduled vehicle replacements are shown in *Attachment B*. Both Fire vehicles are funded out of existing reserves. Non-fire vehicles will be funded out of the 2010 Tax Levy earmarked for vehicle replacements (\$450,000) as well as \$11,775 out of the vehicle replacement cash reserve. This will leave the vehicle replacement fund with a remaining balance of approximately \$100,000.

It should be noted in Attachment B, that the City has identified over \$800,000 in needed vehicle replacements for 2011. Even with the establishment of a \$450,000 vehicle replacement tax levy for 2010, the City will not have sufficient funds to make planned replacements in the future. Additional levy dollars will be needed in 2011 and beyond.

Employee Training & Conferences

The Budget for training and conferences has been frozen since 2008, and will continue to remain frozen for 2010. A detailed report from the 2009 line-item budget of training and conferences is included in *Attachment C*. It should be noted that many of the training opportunities listed involve either state mandated training, or training designed to inform and interpret new laws and regulations.

57 Employee Overtime

58 The budget for employee overtime has been frozen since 2008, and will continue to remain frozen for 2010.
59 A detailed report of budgeted overtime is included in *Attachment D*. The amounts shown for the Police
60 Department represent an average-wage calculation for purposes of submitting grants. Total actual overtime
61 for 2008 was \$128,000, and 2009 YTD is \$115,000
62

63 City Staff will be available at the meeting to address any Council inquiries.

64 **POLICY OBJECTIVE**

65 The City Council is scheduled to adopt a final budget and tax levy on December 21, 2009.

66 **FINANCIAL IMPACTS**

67 Based on the Recommended Budget, and maintaining the preliminary tax levy at its current level, a
68 typically-valued home would pay approximately \$51 per month. This represents an increase of \$3 per
69 month or 6%. In exchange, residents receive 24x7x365 police and fire services, well maintained streets,
70 and a full offering of parks and recreation programs and facilities.
71

72 \$51 per month is comparable to the monthly cost for cable or satellite tv, telephone/mobile phone, gas,
73 electric, and some broadband internet connections.

74 **STAFF RECOMMENDATION**

75 Not applicable.

76 **REQUESTED COUNCIL ACTION**

77 Continue discussions on the the 2010 City Manager Recommended Budget
78

Prepared by: Chris Miller, Finance Director
Attachments: A: 2010 City Manager Recommended Budget Summary
B: 2010 Vehicle Replacements
C: Employee Training & Conferences
D: Employee Overtime

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs
City Manager Recommended Budget

Department /			Description				2009	2010	2010	2010	2010	Funding
Division	Program / Function			Council Composite	Staff Composite	Combined Composite	Budget	Budget	Adj. Budget	Program Revenues	Net Program Cost	Result
16 Police	Patrol - Patrol (state aid)		24 x 7 police patrol and first responder services	5.0	4.6	4.8	310,000	310,000	310,000	310,000	-	OK
27 Fire	Training		Required training certification per the State of Minnesota	5.0	4.6	4.8	202,043	202,043	202,043	-	202,043	OK
13 Fire	Firefighting - General		Response to fire emergencies, auto accidents, rescue incidents, etc.	5.0	4.4	4.7	362,270	362,270	313,822	-	313,822	OK
4 Police	Patrol - Patrol Other		24 x 7 police patrol and first responder services	5.0	4.2	4.6	779,495	779,495	714,495	100,000	614,495	OK
15 Fire	Firefighting - Emergency Medical Services		Provide advanced medical response to residents and visitors of Roseville	5.0	3.2	4.1	322,024	322,024	322,024	-	322,024	OK
3 Police	Investigations - investigations		Investigate all major cases (incidents) that occur or originate in the City	4.8	4.8	4.8	811,752	811,752	811,752	-	811,752	OK
123 Police	Patrol - Training (state aid)		Mandated state training for police officers	4.8	4.6	4.7	20,000	20,000	20,000	20,000	-	OK
61 Finance	General Fund Insurance		General Fund's share of the city's Property/Liability insurance	4.8	4.4	4.6	80,000	80,000	80,000	-	80,000	OK
103 Parks & Rec	Parks Maint. - Playground structures		Inspection and simple repairs to all playground units in the system	4.8	3.4	4.1	32,295	32,295	32,295	-	32,295	OK
79 City Council	Northwest Youth & Family Services contribution		Contractual obligation to NWYFS	4.8	2.6	3.7	51,000	51,000	51,000	-	51,000	OK
1 Miscellaneous	Debt Service		Payment of principle and interest on bonds	4.6	4.8	4.7	1,880,000	1,880,000	1,880,000	-	1,880,000	OK
81 2010 Item	Employee Healthcare			4.6	4.8	4.7	-	50,000	50,000	-	50,000	OK
30 Police	Patrol - Dispatch			4.6	4.4	4.5	186,000	186,000	186,000	-	186,000	OK
91 Police	Investigations - crime scene processing		On-scene collection of evidence	4.6	4.4	4.5	39,322	39,322	39,322	-	39,322	OK
112 Police	Admin - Criminal prosecutions		Present and forward cases to City/County Attorney, and other agencies	4.6	4.2	4.4	25,996	25,996	25,996	-	25,996	OK
102 Administration	Elections		Duties related to conduction both primary and general elections	4.6	4.0	4.3	32,575	32,575	32,575	-	32,575	OK
133 Fire	Admin -Emergency mgmt.		Preparing for disasters, disaster response, planning, training and recovery	4.6	4.0	4.3	12,253	12,253	12,253	-	12,253	OK
19 2010 Item	Fire Relief pension obligation			4.6	3.6	4.1	-	250,000	250,000	-	250,000	OK
25 Miscellaneous	Fire Relief contribution		City share of the pension costs for paid-on-call firefighters	4.6	3.6	4.1	207,000	207,000	207,000	207,000	-	OK
124 Police	Emergency Mgmt - general		Outdoor warning siren maintenance, emergency management training	4.6	3.6	4.1	19,785	19,785	19,785	-	19,785	OK
23 Parks & Rec	Parks Maint. - Grounds		Mowing, trimming, grooming, landscape maintenance, tree planting, etc.	4.6	3.4	4.0	217,404	217,404	217,404	-	217,404	OK
32 Administration	Admin - City Manager position			4.4	5.0	4.7	160,755	160,755	160,755	-	160,755	OK
38 Finance	Finance - Finance Director position			4.4	5.0	4.7	144,000	144,000	144,000	144,000	-	OK
18 Public Works	Streets - MSA Road maintenance		Maintain 350 lane miles of streets; cracksealing, patching, sealcoating	4.4	4.8	4.6	270,000	270,000	270,000	270,000	-	OK
52 Finance	Finance - Financial acct./reporting		Perform all General Ledger, A/P, A/R, audit, and financial reporting	4.4	4.6	4.5	102,836	102,836	102,836	-	102,836	OK
92 Finance	Finance - Cash receipts		Process all receipts	4.4	4.6	4.5	37,939	37,939	37,939	-	37,939	OK
98 City Council	Annual Audit			4.4	4.6	4.5	34,000	34,000	34,000	-	34,000	OK
106 Finance	Finance - Banking / investing		Manage the city's investment portfolio and banking relationships	4.4	4.6	4.5	30,000	30,000	30,000	30,000	-	OK
111 Police	Admin - Execute warrants		Write warrants, seek judicial approval, and then execute the warrant	4.4	4.6	4.5	26,750	26,750	26,750	-	26,750	OK
42 Public Works	Streets - Traffic control, mgmt, Signs		Maintain 5000 signs; replace 300 annually, street line painting/markings	4.4	4.4	4.4	140,073	140,073	140,073	-	140,073	OK
50 Administration	Admin - Personnel Management		Citywide personnel and human resources functions; hiring, benefits, etc.	4.4	4.4	4.4	119,000	119,000	119,000	-	119,000	OK
36 Police	Patrol - Case management		Planning, organizing, and oversight of criminal cases	4.4	4.0	4.2	156,473	156,473	156,473	-	156,473	OK
53 2010 Item	Debt Service on Arena project			4.4	4.0	4.2	-	100,000	100,000	-	100,000	OK
150 Public Works	Admin - Erosion control inspections		Plan review, inspection, corrective actions when necessary	4.4	4.0	4.2	5,686	5,686	5,686	5,686	-	OK
12 Parks & Rec	Programs - Youth		Active and passive programs to improve quality of life for youth	4.4	3.8	4.1	412,134	412,134	412,134	443,885	(31,751)	OK
105 2010 Item	Police & Fire dispatching			4.4	3.8	4.1	-	30,000	30,000	-	30,000	OK
49 Public Works	Streets - General maintenance		Maintain 350 lane miles of streets; cracksealing, patching, sealcoating	4.4	3.6	4.0	121,672	121,672	121,672	-	121,672	OK
24 Miscellaneous	Park Improvement Program		Major repairs, renovations, replacements of park infrastructure	4.4	2.8	3.6	215,000	215,000	165,000	-	165,000	OK
5 Police	Admin - Police reports		Completing police reports and entering into records system	4.2	4.6	4.4	635,325	635,325	635,325	-	635,325	OK
108 Public Works	Admin - Arden Hills, Falcon Heights contract			4.2	4.4	4.3	29,655	29,655	29,655	29,655	-	OK
100 Public Works	Admin - ROW Management		Plan review, inspection, corrective actions when necessary	4.2	4.2	4.2	33,781	33,781	13,781	13,781	-	OK
20 Parks & Rec	Parks Maint. - Buildings		Maintenance of all buildings incl; shelters, warming houses, HANC, gyms	4.2	4.0	4.1	247,770	247,770	197,770	-	197,770	OK
68 Parks & Rec	Parks Maint. - Athletic Fields		Mowing, trimming, lining, etc.	4.2	3.4	3.8	70,240	70,240	70,240	-	70,240	OK
97 Parks & Rec	Parks Maint. - Snow Plowing		Snow removal on park trails, off road paths, OVAL, all park related facilities	4.2	2.8	3.5	34,282	34,282	34,282	-	34,282	OK
153 City Council	TNT Hearing			4.2	2.4	3.3	3,500	3,500	500	-	500	OK
41 Public Works	Admin - PW Director position			4.0	5.0	4.5	142,000	142,000	142,000	-	142,000	OK
44 Parks & Rec	Admin - Parks Director position			4.0	5.0	4.5	140,000	140,000	140,000	-	140,000	OK

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs
City Manager Recommended Budget

Department /						2009	2010	2010	2010	2010	Funding
<u>Division</u>	<u>Program / Function</u>	<u>Description</u>	<u>Composite</u>	<u>Composite</u>	<u>Composite</u>	<u>Budget</u>	<u>Budget</u>	<u>Adj. Budget</u>	<u>Revenues</u>	<u>Cost</u>	<u>Result</u>
82 Finance	Finance - Payroll	Process all payrolls and reporting requirements	4.0	4.8	4.4	46,912	46,912	46,912	-	46,912	OK
158 Public Works	Admin - MSA Reporting	required reporting	4.0	4.4	4.2	1,666	1,666	1,666	-	1,666	OK
2 Police	Patrol - Citizen customer service	General public services	4.0	4.2	4.1	1,120,249	1,120,249	1,120,249	-	1,120,249	OK
57 Fire	Firefighting - Equipment maintenance	Maintaining department equipment - beyond station duties work	4.0	4.2	4.1	94,414	94,414	94,414	-	94,414	OK
11 Public Works	Bldg Maint - general	City hall, public works building, license center	4.0	4.0	4.0	422,752	422,752	422,752	-	422,752	OK
31 Public Works	Vehicle Maint -	Complete work orders, preventative maintenance	4.0	4.0	4.0	163,211	163,211	163,211	-	163,211	OK
142 Parks & Rec	Admin - Cash management	Time spent monitoring and preparing cash deposits, etc.	4.0	4.0	4.0	9,004	9,004	9,004	-	9,004	OK
78 Parks & Rec	Parks Maint. - Equipment	Lighting systems, irrigation systems, mechanical equipment, etc.	4.0	3.6	3.8	52,177	52,177	52,177	-	52,177	OK
6 Parks & Rec	Skating Center - Maintenance	General maintenance at Skating Center	4.0	3.4	3.7	527,865	527,865	527,865	527,865	-	OK
35 Public Works	Streets - Pathway maintenance & repair	Maintain 30+ parking lots, 65 miles of pathways and sidewalk	4.0	3.2	3.6	159,174	159,174	159,174	-	159,174	OK
93 Finance	Finance - Reception Desk	Main switchboard and reception duties	4.0	3.0	3.5	37,939	37,939	37,939	-	37,939	OK
75 Finance	Finance - Risk Management	Administrer all property/liability and work comp claims	3.8	4.2	4.0	56,725	56,725	56,725	-	56,725	OK
101 Public Works	Admin - Customer Citizen services	General services - phone and counter service, news publications, etc.	3.8	4.0	3.9	32,771	32,771	32,771	-	32,771	OK
71 Fire	Firefighting - Citizen customer service	Time spent to provide responses to citizen needs, questions, and requests	3.8	3.8	3.8	60,430	60,430	60,430	-	60,430	OK
74 Public Works	Bldg Maint - custodial	City hall, public works building, license center	3.8	3.8	3.8	57,000	57,000	57,000	-	57,000	OK
80 2010 Item	Elections		3.8	3.8	3.8	-	50,000	49,040	-	49,040	OK
70 Administration	Admin - Citizen support services	Responding to general citizen inquiries	3.8	3.6	3.7	64,380	64,380	64,380	-	64,380	OK
110 Public Works	Streets - Streetscape	Maintenance along Larpenteur, Co Rd B, Lincoln Dr., McCarrons Blvd	3.8	3.4	3.6	27,631	27,631	27,631	-	27,631	OK
34 Miscellaneous	Pathway Maintenance Program	Major repairs, renovations, replacements of pathways, parking lots	3.8	3.2	3.5	160,000	160,000	160,000	-	160,000	OK
28 Public Works	Street Lighting	Maintain street lights, electrical costs for lighting	3.8	2.6	3.2	200,000	200,000	200,000	-	200,000	OK
54 2010 Item	Diseased & Hazardous Tree Removal		3.8	2.4	3.1	-	100,000	50,000	-	50,000	OK
86 Parks & Rec	Parks Maint. - Outdoor Ice Rinks	Preparing, flooding, maintaining all neighborhood outdoor ice rinks	3.8	2.2	3.0	43,503	43,503	-	-	-	OK
148 City Council	Roseville Senior Program contribution	Supports Roseville Senior Program	3.8	2.0	2.9	6,000	6,000	6,000	-	6,000	OK
69 Public Works	Public Works - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	3.6	4.8	4.2	66,349	66,349	66,349	-	66,349	OK
149 Finance	Finance - Business licensing	Review, process, and manage all business licences	3.6	4.6	4.1	5,728	5,728	5,728	5,728	-	OK
8 Police	Admin - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	3.6	4.4	4.0	488,929	488,929	488,929	-	488,929	OK
62 Public Works	Admin - Project planning	Coordinate City's interest in State, County projects	3.6	4.4	4.0	77,887	77,887	77,887	-	77,887	OK
14 Parks & Rec	Park & Rec - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	3.6	4.2	3.9	326,982	326,982	326,982	-	326,982	OK
17 Administration	Legal Services	Retainer and non-retainer for municipal and prosecutorial services	3.6	4.2	3.9	272,500	272,500	266,825	150,000	116,825	OK
29 Fire	Prevention - Inspections & Code enforcement	Plan review & inspections; investigations; safety education & inspections	3.6	4.2	3.9	187,600	187,600	187,600	25,000	162,600	OK
138 Police	Admin - Background investigations	Perform all required background checks for State and Local statutes	3.6	4.2	3.9	10,317	10,317	10,317	-	10,317	OK
94 Public Works	Admin - Project surveying	Survey services during design and contstruction phases	3.6	4.0	3.8	36,803	36,803	36,803	-	36,803	OK
122 Police	Admin - Security alarm responses	Enforcement of false alarms, including fines. Residential security checks	3.6	4.0	3.8	20,000	20,000	20,000	20,000	-	OK
84 Police	Admin - School Liaison		3.6	3.8	3.7	45,000	45,000	45,000	45,000	-	OK
48 Public Works	Streets - Snow plowing	Plow 350 lane miles after 2" snowfall event	3.6	3.6	3.6	123,730	123,730	123,730	-	123,730	OK
119 Parks & Rec	Programs - Senior	Active and passive programs to improve quality of life for seniors	3.6	3.4	3.5	20,118	20,118	20,118	3,425	16,693	OK
145 Public Works	Admin - Grass Lake WMO	Staff participation with the Grass Lake WMO	3.6	3.0	3.3	7,764	7,764	7,764	-	7,764	OK
109 Parks & Rec	Programs - Arts	Active and passive programs to improve quality of life through the arts	3.6	1.8	2.7	28,289	28,289	28,289	9,380	18,909	OK
40 Police	Admin - Police Chief position		3.4	5.0	4.2	142,000	142,000	120,000	-	120,000	OK
43 Fire	Admin - Fire Chief position		3.4	5.0	4.2	140,000	140,000	120,000	-	120,000	OK
128 Parks & Rec	Admin - Payroll	Time spent monitoring and preparing payroll for parks and recreation dept	3.4	4.6	4.0	16,539	16,539	16,539	-	16,539	OK
129 Finance	Finance - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	3.4	4.4	3.9	15,111	15,111	15,111	-	15,111	OK
131 Administration	Admin - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	3.4	4.2	3.8	14,025	14,025	14,025	-	14,025	OK
47 Fire	Fire - Organizational Management	Planning, leading, and organizing the dept; training, leave hours	3.4	3.8	3.6	130,798	130,798	130,798	-	130,798	OK
76 Parks & Rec	Admin - Volunteers	Staff time and supplies to recruit, manage, encourage volunteers	3.4	3.8	3.6	53,550	53,550	53,550	-	53,550	OK
135 Police	Patrol - City of St. Paul Radio support		3.4	3.8	3.6	12,000	12,000	12,000	-	12,000	OK
116 Finance	Finance - Contract administration	JPA's, wireless lease agreements	3.4	3.6	3.5	23,074	23,074	23,074	23,074	-	OK

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs
City Manager Recommended Budget

Department /						2009	2010	2010	2010	2010	Funding
<u>Division</u>	<u>Program / Function</u>	<u>Description</u>	<u>Council Composite</u>	<u>Staff Composite</u>	<u>Combined Composite</u>	<u>Budget</u>	<u>Budget</u>	<u>Adj. Budget</u>	<u>Program Revenues</u>	<u>Net Program Cost</u>	<u>Funding Result</u>
144 Fire	Firefighting - Building maintenance	Maintaining fire stations - beyond station duties work	3.4	3.6	3.5	7,866	7,866	7,866	-	7,866	OK
26 Parks & Rec	Programs - Adult	Active and passive programs to improve quality of life for adults	3.4	3.4	3.4	203,370	203,370	203,370	204,860	(1,490)	OK
51 Parks & Rec	Skating Center - Programs	Contractual and in-house programs offered at the Skating Center	3.4	3.4	3.4	109,898	109,898	109,898	69,360	40,538	OK
37 Parks & Rec	Parks Maint. - Community Rental	Provide residents and businesses access to Park facilities	3.4	3.2	3.3	156,268	156,268	156,268	-	156,268	OK
89 Miscellaneous	Boulevard Maintenance Program	pertaining to certain roadways not covered in Public Works category	3.4	3.2	3.3	40,000	40,000	40,000	-	40,000	OK
157 City Council	Human Rights Commission	Commission expenses (not admin support)	3.4	2.6	3.0	2,250	2,250	1,000	-	1,000	OK
156 City Council	Ethics Commission	Commission expenses (not admin support)	3.4	2.6	3.0	2,250	2,250	500	-	500	OK
154 Parks & Rec	Admin - Tree Sales	Trees are sold at cost to encourage additional plantings	3.4	2.4	2.9	2,400	2,400	2,400	2,490	(90)	OK
143 Parks & Rec	Admin - Procurement	Managing and tracking purchasing, payments, financial statements, etc.	3.2	4.2	3.7	7,900	7,900	7,900	-	7,900	OK
72 Public Works	Admin - Project inspections	Oversee city projects	3.2	4.0	3.6	59,469	59,469	59,469	-	59,469	OK
73 Police	Patrol - RMS maintenance		3.2	4.0	3.6	59,000	59,000	51,800	-	51,800	OK
59 Public Works	Admin - Design and feasibility studies	Prepare studies, assessment rolls, contracts, specifications, plan review	3.2	4.0	3.6	82,029	82,029	42,029	-	42,029	OK
127 Police	Admin - Fire arms permits	Process all gun permit applications per MN Statutes	3.2	3.8	3.5	16,748	16,748	16,748	16,748	-	OK
152 Parks & Rec	Admin - Parks Commission support	Time spent by P & R director working with the P & R commission	3.2	3.8	3.5	3,572	3,572	3,572	-	3,572	OK
22 Police	Patrol - Community Liaison	Providing information on law enforcement and police programs	3.2	3.6	3.4	239,425	239,425	239,425	-	239,425	OK
46 Parks & Rec	Admin - Customer Citizen Service	Customer service/support staff - process registrations and answer inquiries	3.2	3.4	3.3	133,369	133,369	133,369	69,315	64,054	OK
9 2010 Item	Replace Lost State aid		3.2	3.2	3.2	-	450,000	450,000	-	450,000	OK
45 Parks & Rec	Admin - Special Events	variety of special activities, encouraging social interaction and community	3.2	3.2	3.2	137,658	137,658	137,658	38,725	98,933	OK
65 Miscellaneous	\$50K IT, \$25K Bldg Replacement	Capital replacement funds	3.2	3.2	3.2	75,000	75,000	75,000	-	75,000	OK
85 Public Works	Streets - Tree trimming	Maintain 9,500 boulevard trees (20% annually)	3.2	2.8	3.0	44,930	44,930	44,930	-	44,930	OK
126 Public Works	Admin - City Council support	Prepare council actions, data collection, research and communications	3.0	4.4	3.7	16,830	16,830	16,830	-	16,830	OK
7 2010 Item	Re-establish vehicle and equipment replacement		3.0	4.2	3.6	-	500,000	450,000	-	450,000	OK
67 Police	Patrol - Collaborate with others	Collaboration with public, State, County, and other agencies	3.0	4.0	3.5	72,493	72,493	72,493	-	72,493	OK
137 Parks & Rec	Admin - Solicit Fundraising	grants, sponsorships, etc.	3.0	4.0	3.5	11,317	11,317	11,317	55,930	(44,613)	OK
64 Police	Admin - Police records	Maintaining all police records in system	3.0	3.8	3.4	75,588	75,588	75,588	-	75,588	OK
139 Public Works	Admin - Advisory Commission support	Support PWETC; packet preparation, and familiarity with relevant issues	3.0	3.8	3.4	10,171	10,171	10,171	-	10,171	OK
94 Parks & Rec	Admin - Data Entry	Entry of facility and recreation information	3.0	3.6	3.3	35,209	35,209	35,209	-	35,209	OK
134 City Council	Recording Secretary	Minutes of council and many commission meetings	3.0	3.6	3.3	12,000	12,000	12,000	-	12,000	OK
10 Parks & Rec	Skating Center - Other		3.0	2.8	2.9	442,597	442,597	417,597	413,775	3,822	OK
77 Administration	Admin - City Council & commission support	Administrative support, scheduling, assmbling packets, etc.	2.8	4.6	3.7	52,341	52,341	52,341	-	52,341	OK
118 Parks & Rec	Admin - Training	Training activities for the entire Parks and Recreation Department	2.8	4.0	3.4	21,848	21,848	21,848	-	21,848	OK
120 Public Works	Streets - Hauling materials	Haul snow, compost, large trees, maintenance materials, etc.	2.8	4.0	3.4	20,083	20,083	20,083	-	20,083	OK
117 Finance	Finance - Software maintenance	Finance dept software, not citywide	2.8	3.6	3.2	22,000	22,000	22,000	-	22,000	OK
21 Police	Admin - Business licensing, compliance		2.8	3.4	3.1	242,400	242,400	242,400	242,400	-	OK
39 Police	Comm Svcs - general		2.8	3.4	3.1	143,362	143,362	143,362	-	143,362	OK
56 Fire	Firefighting - Station duties	Cleaning & general maintenance of stations and vehicles during shift time	2.8	3.4	3.1	99,616	99,616	99,616	-	99,616	OK
155 Police	Admin - Animal control		2.8	3.2	3.0	2,400	2,400	2,400	2,400	-	OK
55 Parks & Rec	Park & Rec - Park Master Plan		2.8	1.2	2.0	100,000	-	-	-	-	OK
90 Police	Admin - Pawn shop oversight		2.6	3.2	2.9	40,000	40,000	40,000	40,000	-	OK
132 2010 Item	Janitorial, legal, auditing contracts		2.6	3.0	2.8	-	13,000	13,000	-	13,000	OK
147 Parks & Rec	Programs - Wellness	Active and passive programs to improve quality of life and healthy living	2.6	2.0	2.3	7,291	7,291	-	990	(990)	OK
87 City Council	Council salaries		2.4	4.0	3.2	42,880	42,880	42,880	-	42,880	OK
60 2010 Item	Inflation - street maintenance materials		2.4	3.6	3.0	-	80,000	80,000	-	80,000	OK
96 2010 Item	Inflation - Prof Svcs (street striping, trash pickup, etc.)		2.4	3.6	3.0	-	35,000	35,000	-	35,000	OK
141 2010 Item	Police, Fire, and Finance software maintenance		2.4	3.6	3.0	-	10,000	10,000	-	10,000	OK
115 Fire	Admin - Procurement	Time spent researching and purchasing supplies, materials, and services	2.2	3.6	2.9	23,816	23,816	23,816	-	23,816	OK

City of Roseville
2010 Budgeting for Outcomes Prioritization Process
Property-Tax Supported Programs
City Manager Recommended Budget

Department /			Description	✓			2009	2010	2010	2010	2010	Funding
Division	Program / Function			Composite	Composite	Composite	Budget	Budget	Adj. Budget	Program Revenues	Net Program Cost	Result
66 Administration	Admin - Other (9%)			2.2	3.4	2.8	73,739	73,739	53,739		53,739	OK
63 Finance	Central Services		Accounts for city hall paper, postage, etc.	2.2	3.2	2.7	76,520	76,520	76,520	-	76,520	OK
125 City Council	League of MN Cities membership		Supports their education, training, and lobbying efforts on behalf of cities	2.0	4.0	3.0	17,300	19,100	19,100	-	19,100	OK
136 Parks & Rec	Admin - Community Relations		Work with civic clubs and organizations to assure positive image	2.0	3.2	2.6	11,815	11,815	-	-	-	OK
99 Finance	Contingency			2.0	3.2	2.6	33,875	33,875	-	-	-	OK
159 City Council	RCLLG membership		Information exchange/eduction with other cities, schools, and county govt	2.0	2.0	2.0	1,600	1,000	1,000	-	1,000	OK
161 City Council	Twin Cities Chamber membership		north suburban chamber of commerce	2.0	2.0	2.0	250	250	-	-	-	OK
83 Parks & Rec	Park & Rec - Other (1%)			1.8	3.6	2.7	45,923	45,923	45,923	-	45,923	OK
33 Police	Police - Other (3%)			1.8	3.4	2.6	160,036	160,036	56,560	-	56,560	OK
146 City Council	Other (4%)			1.8	3.4	2.6	7,330	7,330	6,380		6,380	OK
130 2010 Item	Inflation - telephone services			1.8	3.4	2.6	-	15,000	-	-	-	OK
88 2010 Item	Inflation - facility supplies and small repairs			1.8	3.2	2.5	-	40,000	40,000	-	40,000	OK
113 2010 Item	Inflation - training and staff development			1.8	3.0	2.4	-	25,000	-	-	-	OK
104 Public Works	Public Works - Other (1%)			1.6	4.0	2.8	32,258	32,258	12,258	-	12,258	OK
114 2010 Item	Inflation - vehicle supplies			1.6	3.8	2.7	-	25,000	-	-	-	OK
58 Parks & Rec	Admin - Marketing		Time and supplies to prepare promotional materials	1.6	3.6	2.6	87,458	87,458	87,458	55,000	32,458	OK
107 Finance	Finance - Other (4%)			1.6	3.6	2.6	29,766	29,766	29,766	10,000	19,766	OK
160 City Council	Nat'l League of Cities conference		Training opportunities	1.6	3.6	2.6	1,000	1,000	-	-	-	OK
121 2010 Item	Inflation - office & operating supplies			1.6	3.2	2.4	-	20,000	-	-	-	OK
140 2010 Item	Inflation - postage and printing			1.6	2.4	2.0	-	10,000	-	-	-	OK
151 City Council	Suburban Rate Authority membership		Advocates to utility rate setting authorities on behalf of member cities	1.4	3.2	2.3	3,700	3,700	3,700	-	3,700	OK
2010 Item	Arboretum restroom maintenance			-	-	-	-	-	4,500	-	4,500	OK
							\$17,973,195	\$19,677,395	\$18,884,452	\$ 3,605,472	\$15,278,980	
2009 Available Revenues							\$17,973,195	\$17,973,195	\$17,973,195			
2010 Add'l Levy							-	1,161,140	1,161,140			
2010 decline in non-tax revenues							-	(250,000)	(250,000)			
2010 Add'l Park & Rec monies							-	4,130	4,130			
Total Revenues							\$17,973,195	\$18,888,465	\$18,888,465			
Amount over (under) Budget								\$ 788,930	\$ (4,013)			

City of Roseville
Capital Improvement Plan
Vehicle Replacements
2010-2019

Attachment B

<u>Item / Description</u>	<u>Type</u>	<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>	<u>Total</u>
Police												
Marked Squads (6)	V	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 171,775	\$ 1,717,750
Unmarked vehicles (2)	V	45,320	45,320	45,320	45,320	45,320	45,320	45,320	45,320	45,320	45,320	453,200
CSO Vehicle	V	-	-	-	32,960	-	-	-	32,960	-	-	65,920
Squad car - new	V	29,000	-	-	29,000	-	-	29,000	-	-	29,000	116,000
Community relations vehicle - new	V	-	-	22,000	-	-	-	22,000	-	-	-	44,000
Fire												
Rescue boat	V	-	21,000	-	-	-	-	-	-	-	21,000	42,000
Emergency response trailer	V	-	-	-	-	-	-	-	-	12,000	-	12,000
Staffed engine	V	450,000	-	-	-	-	-	-	-	450,000	-	900,000
Fire engine	V	-	-	470,000	-	-	-	-	-	-	-	470,000
First out medic unit	V	-	-	55,000	-	-	-	55,000	-	-	-	110,000
Backup medic unit	V	-	-	-	55,000	-	-	-	55,000	-	-	110,000
Utility/medic unit	V	-	75,000	-	-	-	-	-	-	75,000	-	150,000
Primary ladder truck	V	-	-	-	-	-	-	-	1,100,000	-	-	1,100,000
Fire engine - Station 1	V	-	-	-	-	-	-	-	550,000	-	-	550,000
Command unit	V	-	-	50,000	-	-	-	-	50,000	-	-	100,000
Fire Marshall vehicle	V	30,000	-	-	-	-	-	25,000	-	-	-	55,000
Fire Inspector vehicle	V	-	30,000	-	-	-	-	30,000	-	-	-	60,000
PW Admin												
Replace vehicle #303	V	-	-	35,000	-	-	-	-	-	-	-	35,000
Replace vehicle #302	V	-	-	-	-	25,000	-	-	-	-	-	25,000
New vehicle for ROW specialist	V	-	25,000	-	-	-	-	-	-	-	-	25,000
Replace inspection vehicle	V	-	-	-	-	-	-	-	25,000	-	-	25,000
Streets												
#134 Sign truck (chassis only)	V	-	-	-	-	-	-	49,800	-	-	-	49,800
#101 Wheel loader	V	-	-	-	-	-	179,000	-	-	-	-	179,000
#111 Bobcat plow	V	-	-	-	-	-	-	-	5,000	-	-	5,000
#104 1-ton pickup	V	-	-	-	-	27,500	-	-	-	-	-	27,500
#105 3/4 ton pickup	V	-	-	-	-	-	-	24,000	-	-	-	24,000
#106 Dump w/ plow	V	145,000	-	-	-	-	-	-	-	-	-	145,000
#109 3-ton dump w/ plow	V	-	-	158,000	-	-	-	-	-	-	-	158,000
#112 3-ton dump w/ plow	V	-	-	-	-	-	-	-	-	-	-	-
#116 4x4 pickup	V	-	-	-	-	-	-	-	-	-	-	-
#117 Cat Roller	V	-	-	55,000	-	-	-	-	-	-	-	55,000
#119 Skidsteer loader w/ attachment	V	-	-	-	-	-	-	-	-	35,000	-	35,000
#121 Road grader	V	-	-	-	-	-	-	-	-	-	-	-
#122 Wheel loader w/ plow	V	-	-	-	-	-	-	-	-	-	190,000	190,000
#123 F80 Patch truck	V	-	160,000	-	-	-	-	-	-	-	-	160,000
#124 Oil distribution body/chassis	V	-	125,000	-	-	-	-	-	-	-	-	125,000
#125 5-ton Dump (tandem)	V	-	-	-	-	-	-	-	-	-	180,000	180,000
#135 5-ton trailer (1/2 cost)	V	-	5,000	-	-	-	-	-	-	-	-	5,000
#166 Melter	V	-	-	-	-	-	-	-	24,000	-	-	24,000
#159 router	V	-	-	-	-	-	-	-	5,000	-	-	5,000
#141 roller	V	-	16,000	-	-	-	-	-	-	-	-	16,000
#143 Portable line striper	V	-	-	-	-	-	-	-	9,000	-	-	9,000

City of Roseville
Capital Improvement Plan
Vehicle Replacements
2010-2019

<u>Item / Description</u>	<u>Type</u>	<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>	<u>Total</u>
#144 3-ton dumptruck	V	-	-	-	162,740	-	-	-	-	-	-	162,740
#146 3-ton dumptruck	V	-	-	158,000	-	-	-	-	-	-	-	158,000
#210 3/4 ton w. plow	V	-	-	-	-	-	-	-	-	32,500	-	32,500
#111 - Bobcat, snow blower	V	-	-	-	-	-	6,000	-	-	-	-	6,000
#150 1-ton dump with plow	V	-	-	50,000	-	-	-	-	-	-	-	50,000
#152 Int'l boom truck	V	-	-	-	-	106,000	-	-	-	-	-	106,000
#155 Sterling 3-ton w. plow	V	-	-	-	-	163,700	-	-	-	-	-	163,700
#156 3/4 ton pickup	V	-	-	-	-	-	-	-	-	-	-	-
#157 Ingersoll 5-ton roller	V	-	-	35,000	-	-	-	-	-	-	-	35,000
#163 Electronic message board (1/4)	V	-	-	-	-	-	-	-	-	7,800	-	7,800
#133 - Walk behind saw	V	-	-	7,000	-	-	-	-	-	-	-	7,000
#601 Skidsteer replacement (1/4)	V	-	-	-	-	-	-	-	-	8,800	-	8,800
Sheepsfoot compactor (1/4)	V	-	-	-	-	-	-	-	-	-	-	-
Vacuum sweeper (split 6 ways)	V	-	-	-	-	-	-	-	-	-	-	-
Tennant sweeper	V	-	-	-	-	-	-	-	-	7,800	-	7,800
#111 Bobcat, hydro hammer	V	-	-	-	-	-	-	-	7,800	-	-	7,800
#111 Bobcat, bucket	V	-	-	-	-	-	-	-	5,000	-	-	5,000
#111 Bobcat, millhead (18")	V	-	-	-	-	-	20,000	-	-	-	-	20,000
Park Maintenance												
#560 Ford Passenger van	V	-	-	-	-	-	-	-	35,000	-	-	35,000
#535 Ford Passenger van	V	-	-	-	-	-	-	-	35,000	-	-	35,000
#585 M-T sidewalk machine	V	120,000	-	-	-	-	-	-	-	-	-	120,000
#511	V	-	-	-	-	-	-	-	35,000	-	-	35,000
#503 Dodge Ram 3/4-ton	V	-	35,000	-	-	-	-	-	-	-	-	35,000
#529 Dodge Ram 3/4-ton	V	-	35,000	-	-	-	-	-	-	-	-	35,000
#507 Chevy 1/2-ton	V	25,000	-	-	-	-	-	-	-	-	-	25,000
#523 Ford 350 with plow	V	-	-	35,000	-	-	-	-	-	-	-	35,000
#501 GMC Yukon with plow	V	-	-	-	35,000	-	-	-	-	-	-	35,000
#534 Kromer field liner	V	-	25,000	-	-	-	-	-	-	-	-	25,000
#508 Ford 1-ton dump w. plow	V	-	-	-	45,000	-	-	-	-	-	-	45,000
#533 Ford 350 with plow	V	-	-	-	-	35,000	-	-	-	-	-	35,000
#532 Ford 150	V	-	-	-	25,000	-	-	-	-	-	-	25,000
#510 Water truck (1/2 cost)	V	-	-	-	-	-	-	-	65,000	-	-	65,000
#519 Lee-boy grader	V	-	45,000	-	-	-	-	-	-	-	-	45,000
#512 New Holland tractor	V	-	-	-	-	-	-	-	-	65,000	-	65,000
#545 John Deere tractor	V	-	-	-	-	-	-	-	-	-	30,000	30,000
		-	-	-	-	-	-	-	-	-	-	-
Total Vehicles		\$ 1,016,095	\$ 814,095	\$ 1,347,095	\$ 601,795	\$ 574,295	\$ 422,095	\$ 451,895	\$ 2,255,855	\$ 910,995	\$ 667,095	\$ 9,061,310

City of Roseville
Administration - Admin Department
Budget Worksheet - Schedule C

Attachment C

	Professional Services	Trans- Portation	Conference	Training	Membership Subscript	Computer & Software	Other	Total Other Charges & Services
HR Legal arbitrations, grievances, etc.	-	-	-	-	-	-	-	-
Express Delivery Services	-	-	-	-	-	-	-	-
LMC Conference - City Manager	-	-	800	-	-	-	-	800
MCMA Conference - City Manager	-	-	625	-	-	-	-	625
10 MAMA Meetings - City Manager	-	-	250	-	-	-	-	250
ICMA Conference - City Manager	-	-	1,750	-	-	-	-	1,750
ICMA Member - City Manager (per contract)	-	-	-	-	-	-	-	-
MCMA Member - City Manager	-	-	-	-	-	-	-	-
IPMA Conference - HR Manager	-	-	-	-	-	-	-	-
MPELRA Conference - HR Manager	-	-	625	-	-	-	-	625
SHRM national Conference - HR Manager	-	-	1,750	-	-	-	-	1,750
10 IPMA Meetings - HR Manager	-	-	200	-	-	-	-	200
SHRM/TCHRA Member - HR Manager	-	-	-	-	-	-	-	-
TUG Member - HR Manager	-	-	-	-	-	-	-	-
Stanton Group Member - HR Manager	-	-	-	-	-	-	-	-
Misc - City Manager	-	-	-	800	-	-	-	800
Misc - HRA Manager (legal, other)	-	-	-	650	-	-	-	650
Misc - Executive Asst. (computer)	-	-	-	400	-	-	-	400
Misc - Office Asst. (computer)	-	-	-	400	-	-	-	400
Citywide mandatory training	-	-	-	-	-	-	-	-
Pioneer Press	-	-	-	-	-	-	-	-
Notary subscription	-	-	-	-	-	-	-	-
Citizens League	-	-	-	-	-	-	-	-
City Business	-	-	-	-	-	-	-	-
Top Health	-	-	-	-	-	-	-	-
Coop. Purchasing Venture Program (CPV)	-	-	-	-	-	-	-	-
Computer replacement charge (2 / year)	-	-	-	-	-	-	-	-
Software licensing renewal (\$60 / employee) **	-	-	-	-	-	-	-	-
City Manager mileage	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-
	-	-	6,000	2,250	-	-	-	8,250

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City of Roseville
Finance - Finance /Accounting
Budget Worksheet - Schedule C

	Professional <u>Services</u>	<u>Telephone</u>	Trans- <u>Portation</u>	<u>Conference</u>	<u>Training</u>	Membership <u>& Subscrip</u>	Minor <u>Equip</u>	Computer <u>& Software</u>	Total Other Charges & <u>Services</u>
Springbrook Maint Support	-	-	-	-	-	-	-	-	-
Sympro Maint Support	-	-	-	-	-	-	-	-	-
GFOA Certificate Programs	-	-	-	-	-	-	-	-	-
GASB 43 Actuarial	-	-	-	-	-	-	-	-	-
City allocated share	-	-	-	-	-	-	-	-	-
\$275/mo. For Finance Director	-	-	-	-	-	-	-	-	-
Nat'l GFOA Conference - FD	-	-	-	1,900	-	-	-	-	1,900
LMC Conference - FD	-	-	-	-	-	-	-	-	-
State MNGFOA Conference-FD	-	-	-	900	-	-	-	-	900
State MNGFOA Conference-Asst. FD	-	-	-	900	-	-	-	-	900
State MNGFOA Conference-Accountant	-	-	-	900	-	-	-	-	900
MNGFOA Monthly Meetings-FD	-	-	-	-	200	-	-	-	200
MNGFOA Monthly Meetings-Asst	-	-	-	-	100	-	-	-	100
MNGFOA Monthly Meetings-Other	-	-	-	-	100	-	-	-	100
GFOA Training - Staff Accountants	-	-	-	-	400	-	-	-	400
GFOA Membership-FD	-	-	-	-	-	-	-	-	-
MNGFOA Membership-FD	-	-	-	-	-	-	-	-	-
MNGFOA Membership-Asst	-	-	-	-	-	-	-	-	-
MNGFOA Membership-Other	-	-	-	-	-	-	-	-	-
Wall Street Journal	-	-	-	-	-	-	-	-	-
EBIA	-	-	-	-	-	-	-	-	-
Replace one (1) office chair	-	-	-	-	-	-	-	-	-
Computer replacement charge (2 / year)	-	-	-	-	-	-	-	-	-
Software licensing renewal (\$60 / employee) **	-	-	-	-	-	-	-	-	-
Springbrook software replacement (10-yr schedule)	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	400	-	-	-	400
	-	-	-	4,600	1,200	-	-	-	5,800

C

City of Roseville
Police Administration
Budget Worksheet - Schedule C

	Professional <u>Services</u>	<u>Telephone</u>	Transpor- <u>Tation</u>	<u>Rental</u>	<u>Conferences</u>	<u>Training</u>	Membership <u>Subscrip</u>	Empl <u>Recog.</u>	<u>Other</u>	Total Other Charges & <u>Services</u>
RMS System	-	-	-	-	-	-	-	-	-	-
Hiring Phys & Psych tests	-	-	-	-	-	-	-	-	-	-
Ramsey Co. Radio Support	-	-	-	-	-	-	-	-	-	-
CJDN @ \$1,080 / qtr.	-	-	-	-	-	-	-	-	-	-
Quicklook	-	-	-	-	-	-	-	-	-	-
Chief's car allowance	-	-	-	-	-	-	-	-	-	-
Wireless pagers for tactical team	-	-	-	-	-	-	-	-	-	-
MN Chief's Conference	-	-	-	-	675	-	-	-	-	675
IACP - Chief	-	-	-	-	-	-	-	-	-	-
IAWP	-	-	-	-	-	-	-	-	-	-
MAWP	-	-	-	-	580	-	-	-	-	580
MN Chiefs - Chief, Capt./Lt.	-	-	-	-	-	-	-	-	-	-
IALEP - Chief	-	-	-	-	-	-	-	-	-	-
IACP - Chief	-	-	-	-	-	-	-	-	-	-
Ramsey Co. Chiefs	-	-	-	-	-	-	-	-	-	-
FBINA - Chief	-	-	-	-	-	-	-	-	-	-
ATOM	-	-	-	-	-	-	-	-	-	-
T&B Police Briefs	-	-	-	-	-	-	-	-	-	-
Professional LE Assts. Assn. - secretary	-	-	-	-	-	-	-	-	-	-
Computer, software replacement **	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	100	930	-	-	-	1,030
	-	-	-	-	1,355	930	-	-	-	2,285

** Replace all front office PC's - over 5 yrs old

C

City of Roseville
Police Patrol
Budget Worksheet - Schedule C

	Professional Services	Dispatch	Explorer Program	Vehicle Maint	Contract Maint	Conference	Training	Membership Subscription	Minor Equipment	Total Other Charges & Services
K-9 Vet Charges	-	-	-	-	-	-	-	-	-	-
Vaccinations @ Regions Hospital	-	-	-	-	-	-	-	-	-	-
Dispatch	-	-	-	-	-	-	-	-	-	-
Explorer Program	-	-	-	-	-	-	-	-	-	-
2 Special Ops Training Assoc. Conf	-	-	-	-	-	1,430	-	-	-	1,430
MN Assoc of Women Police	-	-	-	-	-	500	-	-	-	500
12 Officer Driving course	-	-	-	-	-	-	4,600	-	-	4,600
48 Officers Legal Update	-	-	-	-	-	-	1,355	-	-	1,355
25 Officers 1st responder and AED	-	-	-	-	-	-	3,500	-	-	3,500
48 Officers Diversity/Human relations	-	-	-	-	-	-	2,085	-	-	2,085
2 Officer supervisor training	-	-	-	-	-	-	2,000	-	-	2,000
1 Officer executive training	-	-	-	-	-	-	900	-	-	900
5 Officers Intoxilyzer training	-	-	-	-	-	-	1,300	-	-	1,300
3 Officers K-9 recertification	-	-	-	-	-	-	1,500	-	-	1,500
7 Officers to Century College	-	-	-	-	-	-	2,500	-	-	2,500
4 Officers to Field Sobriety testing	-	-	-	-	-	-	800	-	-	800
2 Officers to FTO	-	-	-	-	-	-	900	-	-	900
2 Officers to Firearms/Range Officer	-	-	-	-	-	-	3,000	-	-	3,000
3 Officers to Interview/interrogation	-	-	-	-	-	-	3,000	-	-	3,000
18 Officers to Crime Scene/evidence	-	-	-	-	-	-	1,500	-	-	1,500
36 Officers to Basic Response to critical incident	-	-	-	-	-	-	1,800	-	-	1,800
18 Officers to Street Survival/Drug ID	-	-	-	-	-	-	2,500	-	-	2,500
2 Adv. Critical incident response training	-	-	-	-	-	-	2,000	-	-	2,000
2 Rent Ramsey Co Range	-	-	-	-	-	-	1,405	-	-	1,405
3 Tru team rent Ramsey Co. range (\$8/12 officers)	-	-	-	-	-	-	800	-	-	800
2 Calibre Press Officer Safety	-	-	-	-	-	-	1,250	-	-	1,250
3 K-9 Certification for narcotics	-	-	-	-	-	-	1,500	-	-	1,500
use of force materials	-	-	-	-	-	-	23,370	-	-	23,370
16 POST licenses	-	-	-	-	-	-	-	-	-	-
AVCAM	-	-	-	-	-	-	-	-	-	-
USPCA (K-9)	-	-	-	-	-	-	-	-	-	-
LEMN Dues (Explorers)	-	-	-	-	-	-	-	-	-	-
MLEEA (Explorers)	-	-	-	-	-	-	-	-	-	-
BSA Rechartering Fees (Explorers)	-	-	-	-	-	-	-	-	-	-
Ramsey Co. Chiefs (Lt.)	-	-	-	-	-	-	-	-	-	-
MN Chiefs (Lt.)	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	Schedule C			-	-	(17,670)	-	(17,670)
	-	-	-	-	-	1,930	45,895	-	-	47,825

City of Roseville
Police Investigations
Budget Worksheet - Schedule C

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	Professional <u>Services</u>	<u>Telephone</u>	Vehicle <u>Maint</u>	<u>Rental</u>	<u>Conferences</u>	<u>Training</u>	Membership <u>Subscription</u>	Minor <u>Equipment</u>	<u>Other</u>	Total Other Charges & <u>Services</u>
Crime lab services	-	-	-	-	-	-	-	-	-	-
Twin City Transport	-	-	-	-	-	-	-	-	-	-
Regions Hospital	-	-	-	-	-	-	-	-	-	-
Family Violence Network	-	-	-	-	-	-	-	-	-	-
MinnComm Pagers	-	-	-	-	-	-	-	-	-	-
3 - Juvenile Officers Institute	-	-	-	-	1,580	-	-	-	-	1,580
1 - MN Sex Crime Investigators Conf	-	-	-	-	400	-	-	-	-	400
1 - MN Crime Prevention Assoc Conf	-	-	-	-	575	-	-	-	-	575
1 - MAWP	-	-	-	-	745	-	-	-	-	745
BCA Crime Prevention Course	-	-	-	-	-	345	-	-	-	345
Scheider-Reid Interrogation Course	-	-	-	-	-	550	-	-	-	550
MS Office training for Records Techs	-	-	-	-	-	500	-	-	-	500
MN Crime Prevention	-	-	-	-	-	-	-	-	-	-
Tri-County LE	-	-	-	-	-	-	-	-	-	-
MN / SCIA	-	-	-	-	-	-	-	-	-	-
MN Narcotics Investigation	-	-	-	-	-	-	-	-	-	-
MN Juvenile Officers Assn	-	-	-	-	-	-	-	-	-	-
National Night Out	-	-	-	-	-	-	-	-	-	-
Ramsey Co. Juvenile Officers Assn	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	(220)	50	-	-	-	(170)
	-	-	-	-	3,080	1,445	-	-	-	4,525

C

City of Roseville
Police Emergency Management
Budget Worksheet - Schedule C

	<u>Telephone</u>	<u>Contract</u> <u>Maint.</u>	<u>Conferences</u>	<u>Training</u>	<u>Memberships</u> <u>Subscription</u>	<u>Utilities</u>	<u>Total</u> <u>Other</u> <u>Charges &</u> <u>Services</u>
Outdoor warning siren repair	-	-	-	-	-	-	-
20 Reserves-MN Police Reserve Assoc.	-	-	-	-	-	-	-
Governor's Conf on Emer. Mgmt - Adm Sgt	-	-	175	-	-	-	175
AMEM Conference - Adm Sgt.	-	-	620	-	-	-	620
Emergency Mgmt exercise training	-	-	-	-	-	-	-
AMEM	-	-	-	-	-	-	-
MEMA	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
	-	-	795	-	-	-	795

City of Roseville
Police Community Services
Budget Worksheet - Schedule C

	Professional <u>Services</u>	<u>Telephone</u>	Vehicle <u>Maint</u>	Contract <u>Maint.</u>	<u>Training</u>	Memberships <u>Subscription</u>	<u>Other</u>	<u>Other</u>	Total Other Charges & <u>Services</u>
Brighton Vet Clinic	-	-	-	-	-	-	-	-	-
Dog Bite Prevention seminars (5)	-	-	-	-	325	-	-	-	325
Lead CSO Supervisor training	-	-	-	-	-	-	-	-	-
MACA	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-
	-	-	-	-	325	-	-	-	325

C

City of Roseville
Fire Administration
Budget Worksheet - Schedule C

	Professional <u>Services</u>	<u>Telephone</u>	Transpor- <u>tation</u>	<u>Printing</u>	Contract <u>Maint-Veh</u>	<u>Conference</u>	Membership <u>Subscrip</u>	Empl <u>Recog.</u>	Computer <u>& Software</u>	Total Other Charges & <u>Services</u>
Fire Admin percent for phone charges	-	-	-	-	-	-	-	-	-	-
Fire Chief vehicle allowance - \$275 mo.	-	-	-	-	-	-	-	-	-	-
CPR cards	-	-	-	-	-	-	-	-	-	-
Kinko form copies	-	-	-	-	-	-	-	-	-	-
general repairs for 2 command cars	-	-	-	-	-	-	-	-	-	-
FDIC -Assistant Chief	-	-	-	-	-	-	-	-	-	-
IFCC- Fire Chief	-	-	-	-	-	-	-	-	-	-
IFCC -Training Chief	-	-	-	-	-	-	-	-	-	-
General Associations dues (NFPA, ETC)	-	-	-	-	-	-	-	-	-	-
Educational subscriptions	-	-	-	-	-	-	-	-	-	-
Employee Recognition	-	-	-	-	-	-	-	-	-	-
Compute/software replacement charge	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	3,000	-	-	-	3,000
	-	-	-	-	-	3,000	-	-	-	3,000

City of Roseville
Fire Training
2009 Budget Worksheet

C

Budget Item	Acct #	2005 Actual	2006 Actual	2007 Actual	2008 Adopted Budget	2009 Adopted	% Incr. (Decr.) From 2008	Comments
Salaries - Regular	410000	-	-	-	-	-		
Temp Employees	412000	(2,212.70)	-	30,588.00	25,000.00	25,750.00		
Drills / Training	412105	62,402.20	68,484.00	-	-	-		
Admin Training Office	412107	-	-	-	3,500.00	-		
Employer Pension	414000	4,604.64	5,203.61	2,317.44	2,000.00	1,800.00		
Employer Insurance	415000	-	-	-	-	-		
Personal Services		64,794.14	73,687.61	32,905.44	30,500.00	27,550.00	-9.7%	
Office Supplies	420000	-	-	-	-	-		See Schedule B
Operating Supplies	424000	2,710.50	1,115.89	3,509.81	1,800.00	2,000.00		
Supplies and Materials		2,710.50	1,115.89	3,509.81	1,800.00	2,000.00	11.1%	
Professional Services	430000	1,572.50	-	100.00	-	-		See Schedule C
Rental	438000	-	-	-	600.00	600.00		
Contract Maintenance	439000	-	-	-	-	-		
Conferences	440000	-	32.10	-	-	-		
Training	441000	31,477.66	24,380.33	21,107.89	6,000.00	10,000.00		
First Responder Training	441015	-	-	-	4,000.00	-		
Memberships & Subscriptions	442000	30.00	-	-	-	-		
Miscellaneous	448000	-	-	-	-	-		
Other Services & Charges		33,080.16	24,412.43	21,207.89	10,600.00	10,600.00	0.0%	
Furniture & Fixtures	451000	-	-	-	-	-		
Computer Equipment	453009	-	-	-	-	-		
Capital Outlay		-	-	-	-	-	#DIV/0!	
Total		100,584.80	99,215.93	57,623.14	42,900.00	40,150.00	-6.4%	

C

City of Roseville
Fire Training
Budget Worksheet - Schedule C

	Professional <u>Services</u>	Rental	Training	Medical training	Memberships <u>Subscrip</u>	Empl <u>Recog.</u>	Total Other Charges & <u>Services</u>
New hire testing	-	-	-	-	-	-	-
St. Paul drill site-live burn training	-	-	-	-	-	-	-
New firefighter Haz Mat training - 15	-	-	-	-	-	-	-
New firefighter medical training - 16	-	-	-	-	-	-	-
Outside training class	-	-	10,000	-	-	-	10,000
State certifications	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-
	-	-	10,000	-	-	-	10,000

C

City of Roseville
Public Works - Administration
Budget Worksheet - Schedule C

	Professional <u>Services</u>	<u>Telephone</u>	<u>Transport.</u>	Vehicle <u>Maint.</u>	Contract <u>Maint</u>	<u>Conferences</u>	<u>Training</u>	Memberships <u>Subscrip</u>	<u>Deprec</u>	Total Other Charges & <u>Services</u>
Traffic Study / Simulation	-		-	-	-	-	-	-	-	-
ArcGIS Software licensing	-		-	-	-	-	-	-	-	-
ArcIMS software licensing	-		-	-	-	-	-	-	-	-
Ramsey County GIS User Group	-		-	-	-	-	-	-	-	-
CivXplorer maintenance & prof svcs	-		-	-	-	-	-	-	-	-
AutoCAD software licenses	-		-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-	-
Public Works Director- transportation	-		-	-	-	-	-	-	-	-
Asst. PWD- transportation	-	-	-	-	-	-	-	-	-	-
Civil Engineer - transportation	-	-	-	-	-	-	-	-	-	-
Contract Maint. - vehicles	-	-	-	-	-	-	-	-	-	-
Contract Maintenance	-	-	-	-	-	-	-	-	-	-
MPWA Spring Conf (2)	-	-	-	-	-	1,000	-	-	-	1,000
MPWA Fall Conf	-	-	-	-	-	400	-	-	-	400
CEAM - 2 @ \$200 ea.	-	-	-	-	-	350	-	-	-	350
APWA National Conference	-	-	-	-	-	2,150	-	-	-	2,150
GIS Tech training (2 @ \$250)	-	-	-	-	-	-	500	-	-	500
Technician training (3 @ \$250)	-	-	-	-	-	-	750	-	-	750
PWD training (1 @ \$300)	-	-	-	-	-	-	300	-	-	300
APWD training (1 @ \$300)	-	-	-	-	-	-	300	-	-	300
	-	-	-	-	-	-	-	-	-	-
Dept Assistant training (1 @ \$200)	-	-	-	-	-	-	250	-	-	250
APWA Membership	-		-	-	-	-	-	-	-	-
Board of AELSLAGID	-	-	-	-	-	-	-	-	-	-
CEAM membership (1 @ \$60)	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	300	-	-	300
	-	-	-	-	-	3,900	2,400	-	-	6,300

C

City of Roseville
Public Works - Streets
Budget Worksheet - Schedule C

	Professional			Contract Vehi	Contract			Memberships			Total
	<u>Services</u>	<u>Telephone</u>	<u>Transport.</u>	<u>Maint.</u>	<u>Maint</u>	<u>Conferences</u>	<u>Training</u>	<u>Subscrip</u>	<u>Deprec</u>	<u>Rental</u>	<u>Other Charges & Services</u>
Street Centerline Pavement Painting	-	-	-	-	-	-	-	-	-	-	-
Street Concrete Work	-	-	-	-	-	-	-	-	-	-	-
Concrete Curb Mudjacking	-	-	-	-	-	-	-	-	-	-	-
Street Pavement Milling	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-
Pavement Contractor	-	-	-	-	-	-	-	-	-	-	-
Waste Management	-	-	-	-	-	-	-	-	-	-	-
Contract Maintenance Equipment	-	-	-	-	-	-	-	-	-	-	-
PMP software maint/ pavement rating	-	-	-	-	-	-	-	-	-	-	-
Supervisor mileage	-	-	-	-	-	-	-	-	-	-	-
Nextel and Qwest	-	-	-	-	-	-	-	-	-	-	-
Rental equipment	-	-	-	-	-	-	-	-	-	-	-
MPWA Spring, Fall Expo	-	-	-	-	-	650	-	-	-	-	650
49er School, Sweeper+Concrete	-	-	-	-	-	-	1,200	-	-	-	1,200
MSSA,MPWA,APWA	-	-	-	-	-	-	-	-	-	-	-
vehicle & equipment depreciation	-	-	-	-	-	-	-	-	-	-	-
Misc / ROW Tree removal	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	650	1,200	-	-	-	1,850

City of Roseville
Public Works - Central Garage
Budget Worksheet - Schedule C

C

	Professional <u>Services</u>	<u>Training</u>	Minor <u>Equip</u>	<u>Other</u>	Total Other Charges & <u>Services</u>
Technical training for 2 mechanics	-	425	-	-	425
Telephone charges	-	-	-	-	-
	-	425	-	-	425

C

City of Roseville
Recreation - Administration
Budget Worksheet - Schedule C

	Professional <u>Services</u>	<u>Postage</u>	<u>Printing</u>	<u>Rental</u>	Contract <u>Maint</u>	<u>Conferences</u>	<u>Training</u>	Memberships <u>Subscription</u>	<u>Transp</u>	Total Other Charges & <u>Services</u>
4th of July Fireworks	-	-	-	-	-	-	-	-	-	-
Brochures (design and layout)	-	-	-	-	-	-	-	-	-	-
On-line services	-	-	-	-	-	-	-	-	-	-
Re-accreditation	-	-	-	-	-	-	-	-	-	-
Printing brochures	-	-	-	-	-	-	-	-	-	-
Postage for brochures	-	-	-	-	-	-	-	-	-	-
Copy machine lease	-	-	-	-	-	-	-	-	-	-
NRPA conference - 2 Staff	-	-	-	-	-	3,500	-	-	-	3,500
MRPA Staff development	-	-	-	-	-	-	2,900	-	-	2,900
Institute for Prof. Devel. - 4 Staff	-	-	-	-	-	-	3,000	-	-	3,000
NRPA - 2 Staff & Commission Members	-	-	-	-	-	-	-	-	-	-
MRPA - 6 Staff	-	-	-	-	-	-	-	-	-	-
MRPA - Commission	-	-	-	-	-	-	-	-	-	-
Park Master Plan	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	2,400	-	-	-	2,400
	-	-	-	-	-	5,900	5,900	-	-	11,800

City of Roseville
Recreation - Skating Center
Budget Worksheet - Schedule C

C

	Professional <u>Services</u>	<u>Advertising</u>	<u>Printing</u>	Vehicle <u>Maint</u>	<u>Rental</u>	Contr. <u>Maint</u>	<u>Conferences</u>	<u>Training</u>	Memberships <u>Subscript.</u>	<u>Other</u>	Total Other Charges & <u>Services</u>
HS Hockey security	-	-	-	-	-	-	-	-	-	-	-
Novice SS coaches	-	-	-	-	-	-	-	-	-	-	-
In-house printing	-	-	-	-	-	-	-	-	-	-	-
Skate tag printing	-	-	-	-	-	-	-	-	-	-	-
Ice Resurfacer Repair	-	-	-	-	-	-	-	-	-	-	-
Skate Park Storage	-	-	-	-	-	-	-	-	-	-	-
Ice show spotlight rental	-	-	-	-	-	-	-	-	-	-	-
Greenview janitorial services	-	-	-	-	-	-	-	-	-	-	-
Refrig., Bldg, & Misc. equip maintenance	-	-	-	-	-	-	-	-	-	-	-
Elevator contract	-	-	-	-	-	-	-	-	-	-	-
Janitorial	-	-	-	-	-	-	-	-	-	-	-
MRPA Conference - Ice Arena Mgr	-	-	-	-	-	-	250	-	-	-	250
MIAMA Conference	-	-	-	-	-	-	750	-	-	-	750
Refrigeration Training	-	-	-	-	-	-	-	-	-	-	-
Ammonia Emergency training	-	-	-	-	-	-	-	800	-	-	800
OSHA Training	-	-	-	-	-	-	-	500	-	-	500
ISI	-	-	-	-	-	-	-	-	-	-	-
MRPA	-	-	-	-	-	-	-	-	-	-	-
NRPA	-	-	-	-	-	-	-	-	-	-	-
ASCAP	-	-	-	-	-	-	-	-	-	-	-
MIAMA	-	-	-	-	-	-	-	-	-	-	-
Arena, Skating Magazines	-	-	-	-	-	-	-	-	-	-	-
BMI Sound Contract	-	-	-	-	-	-	-	-	-	-	-
DMX Sound Contract	-	-	-	-	-	-	-	-	-	-	-
Contract instructors	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	950	-	-	950
	-	-	-	-	-	-	1,000	2,250	-	-	3,250

Greenview hours - 40 hrs/week @ \$11.50/hr.

Marsden hours - increase from 13/week to 30/week @ \$25/hr

Contract instructors; metro speedskating, novice program, bandy program

2

City of Roseville
Recreation - Park Maintenance
Budget Worksheet - Schedule C

	Professiona		Contr.		Membership	Minor	Total
	<u>Services</u>	<u>Rental</u>	<u>Maint</u>	<u>Conferences</u>	<u>Training</u>	<u>Subscript.</u>	<u>Other</u>
							<u>Charges & Services</u>
Geese removal	-	-	-	-	-	-	-
Safety program 7 @\$150	-	-	-	-	-	-	-
Diseased tree removal	-	-	-	-	-	-	-
Porta Potty, power equipment, etc.	-	-	-	-	-	-	-
Repair of electrical systems	-	-	-	-	-	-	-
Building repairs	-	-	-	-	-	-	-
Site work	-	-	-	-	-	-	-
Waste removal	-	-	-	-	-	-	-
Arboretum restroom maintenance	-	-	-	-	-	-	-
MRPA Conference - Supv	-	-	-	1,000	-	-	1,000
MPSA Conference - Supv	-	-	-	300	-	-	300
Equip maint 3 @ \$200, tree wksp. 500	-	-	-	-	1,300	-	1,300
Chem. appl. 2 @ \$100, landscape 3@120	-	-	-	-	560	-	560
MRPA - Supv.	-	-	-	-	-	-	-
MPSA - Supv	-	-	-	-	-	-	-
Landscape Architecture	-	-	-	-	-	-	-
MN Dept of Agriculture	-	-	-	-	-	-	-
Aeriator Permit	-	-	-	-	-	-	-
truf/weed control	-	-	-	-	-	-	-
Miscellaneous	-	-	-	140	340	-	480
	-	-	-	1,440	2,200	-	3,640

Memorandum

To: City Manager Malinen

CC:

From: Acting Chief of Police Rick Mathwig

Date: November 30, 2009

Re: Overtime

This memorandum addresses the comments of several Roseville City Council members related to City employee's overtime, specifically "**Overtime Breakdown**," "**Overtime Training**," "**Other Police Department's Overtime Budgets**," and "**OT Reductions**" which accompany this memorandum.

Overtime Breakdown- A summary document of overtime accrued by officers and sergeants from 2007 to late November of 2009. The Department breaks overtime into seven categories: Administration, Court, Training, Investigations, Late Call, Holiday and Field Training Officer (FTO).

Administration- Generally comprised of fulfilling department Minimum Staffing guidelines, grant funded activities, Explorer Program advisors' compensation and other minor categories

Court- Mandatory attendance at court during off duty hours

Training- Attendance at training during off duty hours

Investigations- Major crime scene response and follow up investigations by detectives during off duty hours

Late Call- Completion of investigation and report writing after scheduled shift ends

Holiday- On duty personnel working contract defined holidays

FTO- Hours accrued by Department's Field Training Officers while actively training a recruit

Overtime Training- A summary of the overtime accrued by officers and sergeants due to mandatory training in 2009 based on 2009 hours and personnel, projected at a 2010 median overtime rate for sworn officers.

Other Police Department's Overtime Budgets- A summary document of overtime budgets for five comparable departments and one neighboring suburb

OT Reductions- A summary of measures taken by the Department to minimize overtime.

The following information addresses the **Overtime Breakdown** spreadsheet.

Administration

In the late 1990s, the Department incorporated into policy, minimum staffing levels which set the minimum number of patrol personnel working depending on the time of day as calls for service differ at various hours of the day. The staffing levels took into consideration: community expectations, officer safety concerns, responding to calls for service and Department initiatives. The Department will grant time off as minimum staffing allows. The Department will fill positions if staffing levels fall below the minimum due to sick time and mandatory training.

A recent concern should be addressed in this memorandum involving the H1N1 influenza. Many expert opinions from across the county indicate employers should plan for at least a 40% decrease in available employees during a spike in a flu breakout. The most recent information suggests the next spike in H1N1 influenza is expected in March of 2010. Any reduction in overtime signals a lack of crisis management planning.

This classification of overtime is also comprised of special details handled by the Department, many of which we cannot decline. The recent H1N1 vaccination held on November 21, 2009, is an example. The Ramsey County/St. Paul Department of Health determined they would host two clinics in Ramsey County to inoculate children up to nine years of age. Up to 160 thousand children were eligible to receive the vaccinations and only 5,500 were available for distribution. The Department had no control over the location, time or date of the vaccination site. The Department was tasked to provide site security, vehicle entry and exit points and pedestrian control. Department of health officials had no information on how many to expect and information gleaned from events across the country indicated we should expect several thousand people of varying dispositions. The Department planned and staffed the event in order to professionally respond to any type of scenario which may unfold, while holding overtime to a minimum. Even after utilizing unpaid volunteers from the Department's Reserve Unit, Ramsey County's Community Emergency Response Team, salaried and on-duty officers the Department incurred an overtime cost of \$1,864 for the event.

Court

More than fifty percent of officers in the department are on-shift after the business day ends. This type of scheduling is prominent across the entire country as calls for service are more prevalent in the evening and overnight hours. Roseville is no different. Most training events and all criminal and civil court processes are scheduled during business week hours.

The Department allows patrol officers and sergeants to bid hours worked based on seniority. Throughout my career, the most senior patrol officers and sergeants bid the day hours which leaves the most junior officers and sergeants working the night shift hours. A general rule is the more junior officers make more traffic and pedestrian stops and write more traffic and criminal citations than senior officers. A natural by-product of increased activity means the officer will testify in court more often than a senior counterpart, and on overtime basis as the trials will take place during normal business hours.

Suburban departments have no control over the court calendar in Minnesota, other than making requests. Several years ago the Department asked the Court to bundle court dates if an officer is scheduled to attend court multiple times in a week.

All Department officers are members of Law Enforcement Labor Services (LELS) and sergeants are members of the Teamsters Union. Labor activities are governed by labor contracts. Officers and Sergeants who attend court off duty are to be compensated at an overtime rate with a minimum of three or three and one-half hours, depending on the length of time they received notice to appear in court.

Members of the Department do not attend court unless they are subpoenaed to testify. Once subpoenaed, attendance is mandatory under penalty of law.

As detailed above, the Department has virtually no control over the amount of overtime related to court.

Training

Training in law enforcement is paramount to maintaining the Department's personnel with current trends, court decisions and legal updates. Police officers deal with a myriad of issues involving people experiencing acute or long term problems. Department members are expected to professionally handle traffic issues, animal complaints, the emotionally disturbed and all crimes in progress from minor thefts to the most serious felony crimes. There is no more variety of duties performed by any City employee than those handled by the Police Department; thus, the ongoing training of Department members must be protected.

Even so, the Department has taken numerous measures in the past few years to minimize overtime associated with training. In 2009, the Department mandated that all career enhancement training be completed during a scheduled work day and not on overtime. Still, some important training topics, such as crisis intervention training, supplied by an outside expert, may only be offered when employees are on scheduled days off. Union contracts do not allow the Department to alter the employees' days off to attend training in lieu of a regularly workday.

Many police experts have written that nothing in law enforcement is more important than proper training. Numerous federal court decisions have indicated that police training is not a luxury but a critical responsibility. Training in aspects of an officer's duties must be completed prior to the officer's exposure to that topic.

City of Canton, Ohio v Harris, 1989, is a founding decision on police training. In summary, the U. S. Supreme Court held that police officers may make mistakes and liability can only attach where the city's failure-to-train reflects deliberate indifference to the constitutional rights of citizens. Training should directly correspond to recurring tasks of police work. Future limiting of training in the Department may have civil liability implications.

The attached spread sheet indicates overtime accrued due to training has decreased since the above measures have been implemented.

The Department employs instructor level trainers in several areas to include: Use of Force, Firearms, Emergency Vehicle Operations, and Pursuit Intervention Technique (PIT). This affords our Department the opportunity to tailor the instruction to our own guidelines and Department policies and procedures. Each instructor requires periodic recertification at times and locations set by the outside entity which provides the instructor level recertification.

Investigations

The "Investigations" overtime columns are directly related to processing major crimes in order to comply with the rules of criminal procedure (see below) and are out of the Department's control.

Late Call

The Department has made great strides in reducing the amount of accrued overtime related to officers and sergeants completing calls for service and written reports after their assigned shift ends. In 2008, the Department's patrol staff of 37 moved from an 8.5 to a 12 hour workday. This change allowed for more officers on patrol when calls for service are at their highest. The change also afforded officers the opportunity to complete the many reports required to document the important details of crimes before the end of their assigned shifts. As the attached document indicates, the overtime associated with "Late Call" has been reduced 66% since 2007.

The Department also directs officers to complete minor reports upon their return to work the next shift rather than on an overtime basis.

Still, overtime will be accrued as Minnesota Rules of Criminal Procedure mandate suspects taken into custody must be criminally charged or released from custody within 36 hours of arrest. All reports which help to establish probable cause must be forwarded to the appropriate prosecuting attorney by noon of the first business day

following the arrest in order to comply with this mandate. In addition, Ramsey County courts require the completion of a Probable Cause to Detain form on all suspects held over the weekend and holidays on gross misdemeanor and felony offenses. Arresting officers must complete written information to justify the continued detention. This adds to the amount of mandated paperwork.

Holiday

This category depicts the amount of overtime accrued by patrol personnel working on state defined holidays. This is a contractual obligation.

FTO

The final topic on the overtime spreadsheet is "FTO" which is defined as Field Training Officer. As stated previously, officers handle many types of incidents and are expected to handle them professionally immediately. A new officer in the Department must pass an arduous Field Training Officer (FTO) program before beginning solo patrol. This training program lasts a minimum of four months. New officers are closely graded in all aspects of the job. The job of a trainer in the FTO program is one of the most important training positions in the Department. As such, for over twenty years, the Department has compensated trainers with straight compensatory time for each day of training. This payment is minor compared with the enormous efforts of the trainers during the FTO training program.

In summary, numerous forces affect the accrual of overtime in the Police Department and many of them are beyond the Department's control. I would ask the Council be made aware of the concerns addressed in this memorandum.

OT Reductions

Pre-2009

- In lieu of workday training when career enhancement training occurs on days off
- Last minute minor reports completed next work day
- Asked City Attorney to bundle traffic court dates so officer can attend multiple trials on the same day
- Mandatory training completed during regular work day- as minimum staffing allows
- Use of Reserves to assist with major incidents (Rosefest parade, traffic details)
- On-duty officer represents Department at Employee Benefits Committee, etc.
- Detectives stagger workdays and hours to cover more of 24 hour clock (M-Sat; 7:00am to 8:00pm)
- Hiring panels consist of on-duty personnel only
- 12 hour patrol workday schedules-66% decrease in 'late call' overtime from 2007
- Front office personnel stagger work hours (7:00am to 5:30pm)
- Background investigations- new hires- completed by on-duty staff only

2009

- Firearms qualifications at New Brighton PD range (indoor) on-duty
- All career enhancement training on work days only
- Use of Force (mandatory training) held on work days for one patrol shift (experimental)

2010

- On line career enhancement type training

317 Admin		298 Court		2029 Training		281 Investigations		628 Late Call		815 Holiday		213 FTO	
Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay
521	1471	87	211	1157	872	205	76	186	256	255	357	105	108
\$ 25,409	\$ 71,694	\$ 4,241	\$ 10,208	\$ 56,416	\$ 42,516	\$ 10,012	\$ 3,705	\$ 9,074	\$ 12,487	\$ 12,503	\$ 17,410	\$ 5,110	\$ 5,241

TOTAL ADMIN HOURS WITHOUT GRANT OVERTIME/COMP = 317.5

4196 (TOTAL 2007 HOURS WITHOUT GRANT CIT OT/COMP)

\$ 169,686 (TOTAL 2007 DOLLARS WITHOUT GRANT CIT OT COST)

902 Admin		975 Court		2165 Training		462 Investigations		380 Late Call		554 Holiday		228 FTO	
Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay
769	1325	145	229	1056	1109	181	281	124	256	201	353	99	120
\$ 37,488	\$ 64,613	\$ 7,000	\$ 11,170	\$ 51,469	\$ 54,076	\$ 8,842	\$ 13,699	\$ 6,064	\$ 12,468	\$ 9,774	\$ 17,197	\$ 4,802	\$ 6,264

TOTAL ADMIN HOURS WITHOUT GRANT OVERTIME/COMP = 901.5

5065 (TOTAL 2008 HOURS WITH GRANT CIT OT/COMP)

\$ 206,196 (TOTAL 2008 DOLLARS WITHOUT GRANT CIT OT COST)

1487 Admin		126 Court		1735 Training		255 Investigations		255 Late Call		823 Holiday		15 FTO	
Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay	Comp	Pay
583	1023	38	88	1039	696	184	71	83	130	122	301	48	103
\$ 28,421	\$ 49,859	\$ 1,848	\$ 4,216	\$ 50,637	\$ 33,942	\$ 8,991	\$ 3,481	\$ 4,039	\$ 6,313	\$ 8,980	\$ 14,674	\$ 2,340	\$ 5,021

TOTAL ADMIN HOURS WITHOUT GRANT OVERTIME/COMP = 1487

4093 (TOTAL 2009 HOURS WITH GRANT CIT OT/COMP)

\$ 171,619 (TOTAL 2009 DOLLARS WITHOUT GRANT CIT OT COST)

2 officers on long term light duty
Illness (H1N1)

Contractual

Firearms on duty
All on duty- career enhancement

12 hour workdays
66% decrease since 2007

Contractual

No control- Contract
Little control- Major Crime Investigation, Past practice
Some control- Minimum staffing, Explorer Advisors

Other Police Department's Overtime Budgets

<u>Agency</u>	<u>Patrol/Investigations</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
<i>Maplewood PD</i>	Patrol	\$255,480	\$311,990	\$308,590	
	INV	\$60,821	\$52,250	\$53,030	
<i>Edina PD</i>	Patrol	219,851	324,834	146,850	146,850
	INV - Included in general budget				
<i>Richfield PD</i>	Patrol & Investigations	104,000	135,089	107,000	107,000
	Training - No forfeiture or grant	21,000	21,000	28,000	28,000
<i>Minnetonka PD</i>	Patrol	218,690	207,871	117,883	
	INV - Included in general budget				
<i>Woodbury PD</i>	Patrol	312,245	326,995	375,935	
	INV - Included in general budget				
<i>St. Anthony PD</i> (23 off.	Patrol and INV		70,000	70,000	

**Roseville Police Department
OVERTIME TRAINING**

2010 MANDATORY TRAINING	OT COST
USE OF FORCE	
All Sworn Staff--Full Day	\$ 12,827
Accomplished in Four Days of Training	
Approximately 36 Sworn Staff Paid Overtime	
PURSUIT	
One-Third of Sworn Staff--Full Day	\$ 1,616
Four Sworn Staff Paid Overtime	
PURSUIT INTERVENTION TECHNIQUE (PIT)	
One-Third of Sworn Staff--Four Hours	\$ 2,626
Approximately 13 Paid Overtime	
1st RESPONDER	
One-half of Sworn Staff--Two Full Days	\$ 3,232
Accomplished in four Days of Training	
Four Sworn Staff Paid Overtime	
OSHA/BLOOD BORNE PATHOGEN	
All Sworn Staff--Four Hours	\$ 7,474
37 Sworn Staff Paid Overtime	
FIREARMS QUALIFICATION	
All Sworn Staff--Two Hours (Mandatory by State Law)	\$ 1,212
--Six Hours Add'l (Department Mandate)	
Seven Sworn Staff Paid Overtime	
FIREARMS INSTRUCTION	\$ 13,332
RPD instructors used for all firearms training	
LEGAL UPDATE--One Hour	
All Sworn Staff	\$ 1,010
Accomplished in Two Days	
20 Sworn Staff Paid Overtime	
SIMUNITION TRAINING--Four Hours	\$ 9,090
All Sworn Staff	
Accomplished in Two Days	
Sworn Staff Paid Overtime	
TOTAL MANDATORY TRAINING OVERTIME	\$ 52,419

- 1) **State/Federal Mandated:** Use of Force, Pursuit, 1st Responder, OSHA/Blood Borne Pathogen, Firearms Qualification, Legal Update
- 2) **Department Mandated:** Pursuit Intervention Technique, Firearms Instruction, Simunition Training (Mandated by civil court standards related to *Failure to Train* and *Deliberate Indifference*)
- 3) Overtime Rates Figured at \$50.50/hour; Department 2010 median rate.

2010 Police Department Tuition/Supplies	Cost	Mandatory/Preferred /Optional
USE OF FORCE	\$0	M
PURSUIT (X4)	\$840	M
PURSUIT INTERVENTION TECHNIQUE (PIT)	\$0	M
1st RESPONDER	\$0	M
OSHA/BLOOD BORNE PATHOGEN	\$260	M
FIREARMS QUALIFICATION	\$0	M
FIREARMS INSTRUCTION- supplies	\$24,000	M
LEGAL UPDATE	\$0	M
SIMUNITION TRAINING	\$0	M
INTOXYLIZER RECERTIFICATION (x10)	\$500	M
CENTURY COLLEGE (numerous topics)	\$2,750	P
FEMALE SHOOTER (X2)	\$550	P
SWAT CONFERENCE (x2)	\$700	P
TASER RECERTIFICATION	\$225	M
OFFICER SURVIVAL (x2)	\$430	P
FIELD TRAINING OFFICER UPDATE	\$150	M
GROUND DEFENSE INSTRUCTOR	\$700	P
GRANT WRITING	\$200	O
HOMICIDE INVESTIGATION	\$275	P
FIREARMS ARMORER (X2)	\$300	M
ADMN PROFESSIONALS WORKSHOP (X4)	\$320	P
BASIC SWAT (X2)	\$900	M
CUSTOMER SERVICE SKILLS (X4)	\$200	O
TACTICAL SEARCH AND SEIZURE (X2)	\$250	O
INTERVIEWING	\$125	P
IMPROVISED EXPLOSIVE DEVICES	\$35	O
ASSOC. WOMEN POLICE CONF	\$575	O
JUV. OFFICER CONF	\$300	O
DATA PRACTICES (X2)	\$300	P
TERRORISM	\$100	O
SUPERVISION/LEADERSHIP (X2)	\$800	P
TACTICAL BUNKER-SWAT	\$150	P
PEPPERBALL INSTRUCTOR/RECERT.	\$300	M
CELL PHONE/COMPUTER INV (X4)	\$200	O
SPANISH IN LAW ENFORCEMENT	\$500	P
FTO SCHOOL	\$500	M
RIFLE INSTRUCTOR	\$600	M
PISTOL INSTRUCTOR	\$600	M
PIT INSTRUCTOR RECERT.	\$500	M
CRIME PREVENTION CONF.	\$250	P
MN CHIEFS OF POLICE CONF	\$700	P
EXPLORER CONF	\$1,500	P
CANINE RECERTIFICATION (X3)	\$1,500	M
CANINE NARCOTICS RECERT. (X3)	\$1,500	M
CRITICAL INCIDENT (X5)	\$750	P
POST LICENSES (X16)	\$1,580	M
USPCA MEMBERSHIP (K9 X3)	\$300	M
EXPLORERS DUES (mn)	\$270	P
RAMSEY CHIEFS ASSOC (X2)	\$100	P
MN CHIEFS OF POLICE ASSOC	\$150	P
MN SEX CRIMES CONF	\$500	P
MN CRIME PREVENTION	\$30	P
TRI-COUNTY LE	\$60	P
MN / SCIA	\$20	P

MN NARCOTICS INV
CRITICAL INCIDENT NEGOTIATION
MN JUVENILE OFFICERS ASSOC.

\$10
\$100
\$30
\$48,485

P

P



Public Works Maintenance Department

Memo

To: Bill Malinen, City Manager
Chris Miller, Finance Director
From: Duane Schwartz, Public Works Director
Date: December 2, 2009
Re: Training and Conference Budget Needs and Overtime Hours

Training and Conference Needs

We have reviewed all training needs for the Public Works Department property tax supported areas to identify if reductions could be made and still meet minimum requirements for licensures, CEU's, contract requirements, certifications, and gain an understanding of technology and regulation changes. We do not recommend a reduction in these areas but feel on a department wide basis a \$3600 reduction for one budget year could be managed.

We believe this reduction will have an impact on our ability to stay current in a number of areas. They include our ability to secure grants, understand new technologies, and comply with ever changing regulation and rule application. A reduction in training may also increase the cities risk due to inability to provide a level of training that is considered base line for operators, inspectors, and management staff.



Overtime Hours Distribution

We have also reviewed the distribution of overtime hours to determine what services are requiring the response after normal work hours.

Maintenance Division

Snow and Ice Response, over 550 hours in 2008

Watermain Break repair

Response to storm damage
Response to police requests due to accidents
Operations needs due to efficiency, breakdowns, etc.

Engineering Division

All overtime hours are due to meeting contractor needs for staking and meeting the city's need to insure conformance to plans and specifications and inspection.

Let me know if you would like to discuss this information in more detail.

Total Parks and Recreation Department Overtime Budget

1- Park Maintenance

Rosebrook Pool	\$4,000
Pathway Plowing	\$3,000
Emergency, i.e. irrigation, shelter issues equipment and, facility issues (elevator)	\$2,200

\$9,200

2- Skating Center

OVAL Startup	\$500
National/International Comp.	\$1,000
Annual Ice Show	\$500
Emergency Equip. Repair/snow removal	\$2,000
Equipment Monitoring Needs	\$1,000

\$5,000

TOTAL Parks and Recreation Department Overtime Budget \$14,200

1
2

ROSEVILLE
REQUEST FOR COUNCIL ACTION

3 Date: 12/07/2009
4 Item No.: 11.a

5 Department Approval

City Manager Approval

6 *Christopher K. Miller*

W. J. Mahinen

7 Item Description: Conduct public hearing and consider approving 2010 Liquor License Renewals
8
9
10

11 **Background**

12
13 Staff is in the process of renewing all liquor licenses for the year 2010. The licenses to be renewed
14 include, (10) Off Sale Intoxicating (maximum of 10 allowed by City ordinance), (18) On Sale 3.2
15 Non-Intoxicating Malt Liquor (10) Off Sale 3.2 Non-Intoxicating Malt Liquor (25) On Sale
16 Intoxicating, (4) Club and (14) Wine (City ordinance or state statute do not limit the number of the
17 last five types of licenses). A public hearing needs to be established for the December 7, 2009
18 council meeting for the consideration of the renewal of these licenses.
19

20 **Financial Implications**

21
22 The revenue that is generated from the license fees collected is used to offset the cost of police
23 compliance checks, background investigations, enforcement of liquor laws, and license
24 administration.
25
26

27 **Council Action**

28
29 Conduct public hearing and consider approving/denying the renewal of the following liquor licenses
30 for calendar year 2010:
31
32
33
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41
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Off-Sale

Cellars Wines & Spirits
Fairview Liquor Mart
Hamline Liquors
Network Liquors
Chucho Liquor
Rainbow Foods
Tower Glen Liquor
Love From Minnesota
Snelling Liquor
MGM Wine & Spirits

On-Sale 3.2 Non-Intoxicating

Aurelio's Pizza
Byerly's
Chipolte
Countryside Family Restaurant
Davanni's
Famous Dave's BBQ Shack
Good Earth
India Palace
Royal Orchid Restaurant
Cederholm Golf Course
New Hong Kong Wok
Willow Gate Chinese Restaurant
Noodles & Company
ZPizza
Fuddruckers
Smashburger
Keys Café & Bakery
Szechuan

Off-Sale 3.2 Non-Intoxicating

Rainbow Foods #26
Roseville Winner
Superamerica #4115
Superamerica #4502
Superamerica #4210
Superamerica #4520
Cub
Target T-2101
Amarose Convenience Store
Adam's Food & Fuel

1 **On-Sale & Special Sunday Liquor Sales**

2 Applebee's Neighborhood Grill & Bar
3 Buffalo Wild Wings Grill & Bar
4 California Pizza Kitchen
5 Chili's Grill & Bar
6 Don Pablo's
7 Olive Garden
8 Red Lobster
9 Granite City Food & Brewery
10 Courtyard by Marriott
11 Khan's Mongolian Barbeque
12 Joe Senser's Sports Grill & Bar
13 Radisson Roseville
14 Green Mill
15 Ol Mexico
16 Outback Steakhouse
17 Ruby Tuesday
18 TGI Friday's
19 Old Chicago
20 Romano's Macaroni Grill
21 Big Bowl
22 La Casita
23 Flame Cooking with Fire
24 Grumpy's Bar and Grill
25 Osaka
26 Joe's Crab Shack
27
28

29 **On-Sale Club & Special Sunday Liquor Sales**

30 B-Dale Club
31 Midland Hills Country Club
32 Rosetown Memorial Post #542
33 Roseville VFW #7555
34
35

36 **Wine**

37 Byerly's
38 Chipolte
39 Famous Dave's BBQ Shack
40 Good Earth Restaurant
41 India Palace
42 Royal Orchid Restaurant
43 Willow Gate Restaurant II
44 D'Amico & Sons
45 Keys Café & Bakery
46 Smashburger
47 Szechuan
48 ZPizza
49 Fuddruckers
50 Noodles & Company
51

Date: 12/07/09

Item: 12.a

2010 Liquor License
Renewals

No Attachment

See Item: 11.a

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12/07/2009

Item No.: 12 . b

Department Approval



City Manager Approval



Item Description: Extend Memorandum of Understanding for LCDA and TBRA Grants and Approve A Mortgage and Subordination and Disbursement Agreements for Sienna Green Phase 1 LCDA/TBRA Loan

BACKGROUND

A. Memorandum of Understanding

In 2007, the Metropolitan Council awarded the City of Roseville two grants on behalf of Aeon's Sienna Green Phase 1—a \$305,000 Livable Communities Demonstration Account (LCDA) grant for stormwater management and other on-site improvements and a \$121,500 Tax Base Revitalization Account (TBRA) grant to undertake asbestos abatement within the existing structures.

In April 2008, the City and Aeon executed a Memorandum of Understanding (MOU) that outlined the responsibilities for each party in relationship to the awarded grants. (Attachment A is a copy of this MOU.)

In July 2009, in accordance with the MOU, Aeon requested an extension for both the LCDA and TBRA grants as they were set to expire on December 31, 2009, and they did not anticipate completing the work prior to the expiration of the funding. Staff worked with Aeon and the Metropolitan Council on this request, and in August 2009, the Metropolitan Council approved an extension, which extended the grants until December 31, 2010.

Item D. 4. of the MOU sunsets this agreement on December 31, 2009, unless an extension is agreed to by both parties. With the City receiving an extension for the grant funds, the MOU should be extended in order to carry forward this agreement until the expiration of the grants. (See Attachment B to review the language of the proposed extension.)

B. Mortgage, Master Subordination Agreement, and Master Disbursement Agreement

Sienna Green 1 Limited Partnership, which will be Aeon's ownership entity for the Phase 1 project, is planning to close on its financing on December 18, 2009. In order to maximize the tax credits available to this project, the developer has requested that the City and the limited partnership enter into a mortgage agreement with them for the \$426,500 in grant funds described above. If grant dollars are received, the IRS will lower the amount of tax credits received, thus creating a new gap. In addition, the developer's tax-credit investor views grants as a project negative as they are considered income into the project.

27 The Note that the Sienna Green 1 would give the City is for the \$426,500 with an estimated 1- to 3-
28 percent annual interest rate. The final interest rate will be determined closer to the closing of the full
29 financing package. Principal and interest would be paid off at the end of a 30-year term. See
30 Attachment C to review the Note.

31 The Mortgage describes the terms and conditions the City is placing on this loan. To review the loan
32 agreement, see Attachment D.

33 Aeon has requested that the City agree to take a subordinate position on this loan. See Attachment E to
34 review the Master Subordination Agreement.

35 Finally, Aeon has requested that the City enter into a Master Disbursement Agreement. See Attachment
36 F to review the Master Disbursement Agreement. This agreement refers to the fund drawdown schedule
37 agreed to in the Mortgage, which states that Aeon can only access funds on as a cost reimbursement
38 (Mortgage Item 17(c)).

39 These documents have been reviewed by Stephen Buhul, the RHRA's attorney. The City attorney is
40 also aware of what is being proposed.

41 **POLICY OBJECTIVE**

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

45 **FINANCIAL IMPACTS**

46 A. Memorandum of Understanding

47 Extending the MOU does not impact the City's budget.

48 B. Mortgage, Master Subordination Agreement, and Master Disbursement Agreement

49 Taking a subordinate position on the loan to Aeon does not impact the City's budget as the funds to be
50 loaned are grant funds that the City is passing through to Aeon. The City will not be upfronting any of
51 its funds as part of this loan.

52 **STAFF RECOMMENDATION**

53 A. Memorandum of Understanding

54 The City Council should extend the MOU between Aeon and the City until December 31, 2010. This
55 document details the roles and responsibilities for both parties related to the pass-through and
56 implementation of the LCDA and TBRA grants awarded to the City on behalf of Sienna Green Phase 1.
57 Extending the agreement through 2010 will keep it in place until the grants are ex

58 B. Mortgage, Master Subordination Agreement, and Master Disbursement Agreement

59 Staff recommends entering into a mortgage agreement with Sienna Green 1 Limited Partnership. In
60 affordable housing projects that are utilizing tax credits, it is a standard practice for cities to enter into
61 mortgage agreements with the developer. As described in a previous section, loaning the pass-through
62 grant funds to the developer will eliminate the gap that is created by IRS regulations if the grants are
63 converted to loans.

64 Staff also recommends approval of the Master Subordination Agreement with Sienna Green 1 Limited
65 Partnership. The City bears no risk with this loan as the monies described in the documents are grant

66 funds the City is passing through to the limited partnership from another agency and not City funds.
67 The grant funds are not at risk as these funds are only accessible to the developer on a reimbursement
68 basis—the developer must incur the costs before the City will can seek reimbursement from the agency.
69 Finally, staff recommends approval of the Master Disbursement Agreement. The parameters for
70 disbursement identified in the mortgage are consistent with the terms agreed upon in the MOU.

71 **REQUESTED COUNCIL ACTION**

72 By motion, extend the Memorandum of Understanding for the LCDA and TBRA grants until December
73 31, 2010.

74 By motion, approve the Mortgage, the Master Subordination Agreement, and the Master Disbursement
75 Agreement in substantially the form on file, subject to modification approved by the City Manager and
76 the City’s legal counsel.

77

78

Prepared by: Jamie Radel, Economic Development Associate

Attachments: A: Memorandum of Understanding
B. Draft MOU Addendum
C. Draft Note given by Sienna Green 1 Limited Partnership to the City
D. Draft Mortgage between the City and Sienna Green 1 Limited Partnership
E. Draft Master Subordination Agreement
F. Draft Master Disbursement Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ROSEVILLE, MINNESOTA
AND AEON

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the City of Roseville, "the City," and Aeon.

A. PURPOSE

1. The purpose of this MOU is to articulate the responsibilities of the City and Aeon in regards to the implementation grants awarded to the City by the Metropolitan Council through the Livable Communities Program for the Har Mar Apartment project. Nothing in this agreement shall be construed as altering the terms and conditions of the grants.

B. THE CITY OF ROSEVILLE SHALL:

1. Pass through grant funding awarded to the City from the Metropolitan Council's Livable Communities Demonstration Account (LCDA) in the amount of \$305,000 to Aeon pursuant to the terms of the grant.
2. Pass through grant funding awarded to the City from the Metropolitan Council's Livable Communities Tax Base Revitalization Account (TBRA) in the amount of \$121,500 to Aeon pursuant to the terms of the grant.

C. AEON SHALL:

1. Undertake the scopes of work identified in the LCDA Grant Agreement (Exhibit A) and TBRA Grant Agreement (Exhibit B).
2. Be responsible to provide required project matching funds for the LCDA and TBRA grants.
3. Comply with all applicable state and federal laws and the agreement entered into by the City of Roseville and the Metropolitan Council specific to the LCDA and TBRA grants.
4. Require contractors and subcontractors performing work covered by the LCDA and TBRA grants obtain all required permits, licenses and certifications, and comply with all state and federal Occupational Safety and Health Act regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under Code of Federal Regulations, title 29, sections 1910.120 and 1926.65.
5. Prepare payment request forms and provide all back up documentation as required by the Metropolitan Council for submittal by the City.
6. Prepare required LCDA and TBRA grant annual report, final report, and certificate of expenditures, pursuant to Metropolitan Council requirements for submittal by the City.
7. Prepare required asbestos and lead abatement final reports as identified in Exhibit B and provide a copy of these reports to the City.

8. Provide copies of documents and reports created or obtained in the course of undertaking the work set forth in the grants, upon request from the City.
9. Submit a written explanation to the City if either LCDA or TBRA grant funds cannot be expended within the timeframe of the grant agreements.

D. BOTH PARTIES SHALL:

1. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Aeon from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TERMINATION. Any of the parties, in writing, may terminate the instrument at any time before the date of expiration.
4. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through December 31, 2009, at which time it will expire unless extended.

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

Aeon

By: _____

Title: _____

Date: _____



President

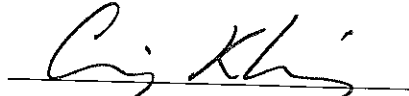
7-21-08

CITY OF ROSEVILLE

By: _____

Title: _____

Date: _____



Mayor

7/31/08

**DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

Exhibit A

GRANTEE: City of Roseville		GRANT NO. SG007-121
PROJECT: Har Mar Apartments		
GRANT AMOUNT: \$305,000.00		FUNDING CYCLE: Fall 2007
COUNCIL ACTION: December 12, 2007		EXPIRATION DATE: December 31, 2009

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

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

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

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County or a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

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

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

DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

I. DEFINITIONS

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

- (a) **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account funds.
- (b) **County.** "County" means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties.
- (c) **Development Authority.** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) **Metropolitan Area.** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Municipality.** "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (f) **Participating Municipality.** "Participating Municipality" means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (g) **Project.** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, "Project" means the development or redevelopment project identified in the application for Demonstration Account funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01 Total Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement which shall be funds from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.02 Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account grant funds. A Project summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used to fund the initiatives specified in Minnesota Statutes

DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

section 473.25(b), in a Participating Municipality. Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for "soft costs" such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award. Grant funds also shall not be used by the Grantee or others to supplant or replace grant or loan funds obtained for the Project from other sources. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

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

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

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

- (a) If a notice of petition was served between January 25, 2006 and May 20, 2006 in connection with the Grantee's Project (or any component of the Project) for which grant funds were awarded, the grant funds may not be used to fund or support the Project unless the Project: (1) would have been eligible under the Council's January 25, 2006 policy; or (2) qualifies for an exemption

DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

under Minnesota Statutes section 117.012, subdivision 3 or 2006 Minnesota Laws chapter 214, section 22, clauses (b) through (e).

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

2.06 Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Paragraph 2.08 that are not used for the purposes of implementing the Project activities described in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles.

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

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

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

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01 Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received

DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

from the Council. Notwithstanding the expiration and termination provisions of Paragraphs 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

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

3.03 Report Requirements. The Grantee will report to the Council on the status of the Project activities described in Attachment A and the expenditures of the grant funds. Submission of properly completed payment request forms (with proper documentation) required under Paragraph 2.07 will constitute periodic status reports. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted with the final payment request form or within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and the certification form will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

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

IV. AGREEMENT TERM

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

4.02 Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit

DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03 Amendments and Extensions. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or extensions of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. The Expiration Date may be extended beyond the original Expiration Date identified at Page 1 of this Agreement if, **AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, the Grantee's authorized representative submits a written extension request that: (a) states the reason for the extension request; (b) identifies a new completion date, which shall not exceed one year beyond the original Expiration Date; and (c) describes in reasonable detail any proposed changes to the Project activities and budget. **THE EXPIRATION DATE MAY BE EXTENDED ONLY ONCE. THE PERIOD OF THE ONE-TIME EXTENSION SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.** Any additional extension requests from the Grantee must be approved by the governing body of the Metropolitan Council.

V. GENERAL PROVISIONS

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

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

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

DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

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

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

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

5.05 Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described in Attachment A.

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

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

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

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

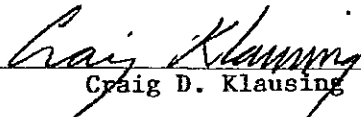
Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

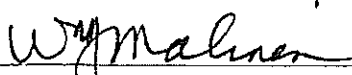
- DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM

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

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

GRANTEE

By 
Craig D. Klausing
Title Mayor
Date 4/14/08

By 
William J. Malinen
Title City Manager
Date 4/14/08

METROPOLITAN COUNCIL

By 
Guy Peterson, Director
Community Development Division
Date 4-23-08

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**DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

ATTACHMENT A

APPLICATION FOR LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT FUNDS

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

Applicant: Roseville
Project Name: Har Mar Apartments
Southwest corner of Snelling Avenue North and Highway 36

Recommended Funding Amount: \$305,000
SG007-121

Project Description:

Har Mar Apartments is an existing 120-unit apartment building complex built in 1965. Situated on a 5.4-acre site, the development contains five buildings of 21 to 26 one-bedroom units per building, the majority having a significant amount of deferred maintenance and in need of major repair. There is also an approximate 25 percent vacancy rate currently at the buildings due to unrentable units. Central Community Housing Trust (CCHT), with the support of the City of Roseville, proposes to rehabilitate the existing property into 103 one and two bedroom apartments. The rehabilitation plans will diversify the unit type to provide increased housing choices for low and moderate-income workers, as well as some market-rate apartments. Affordable rents will be targeted to residents at 30, 50 and 60 percent of area median income. CCHT will also make considerable improvements to the building exteriors, add landscaping and recreation areas, including a tot lot for children. Stormwater improvements proposed at the property will help alleviate stormwater capacity issues that have been occurring in the area during heavy rain events. The site improvements will help make possible a future phase to construct a new building on the site that would include 50 two- and three-bedroom affordable apartments, in a location that is currently surface parking.

Funding Requested/Funding Recommended:**Total Requested: \$305,000****Total Recommended: \$305,000**

Amount Requested	Amount Recommended	Use of Funds
\$127,000	\$127,000	Removal of obsolete infrastructures – timber and brick retaining walls, bituminous pavement, concrete curb and pavement, wooden sheds, pool
\$138,000	\$138,000	Stormwater management – rain gardens, soil amendment, storm sewer, inlet structures, native vegetation
\$45,100	\$45,100	Design and engineering for site demo, grading drainage, and stormwater management plan
\$24,000	\$24,000	Site grading for directing water away from buildings

Previous LCDA Grants Received For This Or Related Project:

None.

Development Timeline:

Task	Start Date	End Date
Removal of obsolete infrastructures – timber and brick retaining walls, bituminous pavement, concrete curb and pavement, wooden sheds, pool	June 2008	September 2008
Stormwater management – rain gardens, soil amendment, storm sewer, inlet structures, native vegetation	June 2008	June 2009
Design and engineering for site demo, grading drainage, and stormwater management plan	October 2007	May 2008
Site grading for directing water away from buildings	June 2008	June 2009

OT

TAX BASE REVITALIZATION ACCOUNT**Exhibit B**

GRANTEE: City of Roseville		GRANT NO. SG007-143
PROJECT: Har Mar Apartments		
GRANT AMOUNT: \$121,500.00	FUNDING CYCLE: Fall 2007	
COUNCIL ACTION: January 9, 2008	EXPIRATION DATE: December 31, 2009	

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

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

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

WHEREAS, Minnesota Statutes sections 473.251 and 473.252 establish within the Metropolitan Livable Communities Fund a Tax Base Revitalization Account and require the Council to use the funds in the account to make grants to Municipalities or Development Authorities for the cleanup of polluted land in the seven-county metropolitan area; and

WHEREAS, the Grantee is a Municipality or a Development Authority as defined in Minnesota Statutes section 473.252, subdivisions 1 and 1a; and

WHEREAS, the Grantee seeks funding in connection with an application for Tax Base Revitalization Account funds submitted in response to the Council's notice of availability of grant funds for the "Funding Cycle" identified above and will use the grant funds made available under this Agreement to help fund the "Project" identified in the application; and

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

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

I. DEFINITIONS

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

TAX BASE REVITALIZATION ACCOUNT

- (a) **Cleanup Costs or Costs.** "Cleanup Costs" or "Costs" means:
- (1) For hazardous waste or substance contamination, the cost of implementing a voluntary response action plan approved by the Minnesota Pollution Control Agency under Minnesota Statutes section 115B.175, subdivision 3.
 - (2) For asbestos contamination, the cost of implementing a project-specific asbestos project plan for the Site and performing asbestos-related work which is carried out by contractors or subcontractors licensed or certified by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes sections 326.70 to 326.81, in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity, and meeting the federal Asbestos Hazard Emergency Response Act ("AHERA") standards for asbestos.
 - (3) For petroleum contamination, the cost of implementing a corrective action plan for the Site approved by the Minnesota Pollution Control Agency under Minnesota Statutes chapter 115C.
 - (4) For lead abatement, the cost of lead abatement work performed by certified contractors consistent with all applicable federal and state laws, rules and standards governing lead abatement or regulated lead work on residential or commercial properties.
- (b) **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Tax Base Revitalization Account grant funds.
- (c) **Development Authority.** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (d) **Municipality.** "Municipality" means a statutory or home rule charter city or town participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254, or a county in the metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Participating Municipality.** "Participating Municipality" means a statutory or home rule charter city or town that has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (f) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, "Project" means the development or redevelopment project identified in the application for Tax Base Revitalization Account funds for which grant funds were requested. Grant-funded activities typically are components of the Project.
- (g) **Project Costs.** "Project Costs" means all costs as defined in Minnesota Statutes section 116J.552, subdivision 7.
- (h) **Site.** "Site" means the polluted land proposed by the Grantee to be cleaned up and located both within the metropolitan area and within a Participating Municipality.



TAX BASE REVITALIZATION ACCOUNT

II. GRANT FUNDS

2.01 Total Grant Amount. The Council will grant to the Grantee the "Grant Amount" identified at Page 1 of this Agreement which shall be funds from the Tax Base Revitalization Account of the Metropolitan Livable Communities Fund. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Tax Base Revitalization Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.02 Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for Cleanup Costs for the cleanup of the Site described in the application for Tax Base Revitalization Account funds. A Project summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for cleanup of the Site which must be located in a Participating Municipality. If consistent with the application and subject to the limitations in Minnesota Statutes section 116J.556, the Grantee may use the grant funds to provide a portion of the local match requirement for Project Costs that qualify for a grant under Minnesota Statutes sections 116J.551 to 116J.557. Grant funds must be used for costs directly associated with the specific proposed Project activities for which the grant funds were awarded and shall not be used for "soft costs" such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing grant proposals or applications; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award, unless the pre-award costs were for:

- (a) Site investigation work that occurred within 180 days of the Funding Cycle application due date and is identified as a grant-funded activity in Attachment A; or
- (b) Project cleanup activities that occurred within 180 days of the Funding Cycle application due date that were expressly approved by the Council Action and are identified in Attachment A.

Grant funds also shall not be used by the Grantee or others to supplant or replace grant or loan funds obtained for the Project from other sources. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

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

2.04 Eminent Domain Restrictions. On January 25, 2006 the Council adopted a policy that restricted the use of LCA grant funds on projects when eminent domain authority was used to acquire private property for "economic development" purposes in connection with the projects. The

TAX BASE REVITALIZATION ACCOUNT

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

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

2.05 Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Paragraph 2.07 that are not used for the purposes of implementing the Project activities described in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Tax Base Revitalization Account for distribution through application processes in future Funding Cycles.

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

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

TAX BASE REVITALIZATION ACCOUNT

2.08 Effect of Grant. Issuance of this grant neither implies any Council responsibility for the contamination at the Site nor imposes any obligation on the Council to participate in the cleanup of the Site contamination or in the Cleanup Costs beyond the Grant Amount of this Agreement.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01 Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Paragraphs 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

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

3.03 Report Requirements. The Grantee will report to the Council on the status of the Project activities described in Attachment A and the expenditures of the grant funds. Submission of properly completed payment request forms (with proper documentation) required under Paragraph 2.06 will constitute periodic status reports. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted with the final payment request form or within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and certification form will be determined by the Council. In addition to the periodic status reports, the grant activity closeout report, and the certification form, the Grantee must submit to the Council by April 1 of the year following the expiration of this Agreement and by April 1 of each of the succeeding three (3) years, an annual written report that includes information about redevelopment activities, net tax capacity of the Site, and jobs resulting from Site cleanup. The form and content of the annual written report will be determined by the Council. The reporting requirements of Paragraphs 3.03 and 3.04 shall survive the expiration or termination of this Agreement.

3.04 Certificate of Completion. Upon completion of the Site cleanup, the Grantee will provide to the Council:

- (a) For hazardous waste or substance contamination, a copy of a certificate of completion for the Site issued by the Minnesota Pollution Control Agency pursuant to Minnesota Statutes section 115B.175, or a letter from the Agency indicating that the approved voluntary response action plan for the Site has been implemented to the satisfaction of the Agency and that the Agency is

TAX BASE REVITALIZATION ACCOUNT

issuing a determination that no further action is required under Minnesota Statutes sections 115B.01 to 115B.08 to address the identified release; or

- (b) For asbestos contamination, either (i) a copy of a statement from the Grantee's licensed asbestos abatement contractor that the project-specific asbestos project plan and asbestos-related work for the Site have been completed in accordance with the rules of the Minnesota Department of Health, or (ii) a final asbestos abatement implementation report that shows the project-specific asbestos project plan and asbestos-related work for the Site have been completed in accordance with the rules of the Minnesota Department of Health; or
- (c) For petroleum contamination, a copy of a site closure letter issued by the Minnesota Pollution Control Agency pursuant to Minnesota Statutes chapter 115C; or
- (d) For lead abatement or regulated lead work, a copy of a statement or other documentation from the certified contractor that the lead abatement or regulated lead work at the Site has been completed in accordance with applicable federal and state laws, rules and standards governing lead abatement.

IV. RECOVERY AND REPAYMENT

4.01 Recovery of Funds. If the Grantee recovers funds pursuant to an action under Minnesota Statutes section 115B.04, or other law, to recover the reasonable and necessary Project Costs incurred to cleanup the Site, the Grantee shall repay to the Council that portion of the grant as provided in Paragraph 4.04.

4.02 Assignment of Rights. Upon request of the Council, the Grantee shall assign to the Council the Grantee's right to recover the funds described in Paragraph 4.01, shall prepare and submit a certification of the Project Costs incurred, and shall cooperate in any cost recovery action brought by the Council.

4.03 Expenses of Recovery. The reasonable litigation expenses or other costs of legal or technical assistance incurred by the Grantee, the Council, or both, may be deducted from recovery obtained in accordance with Paragraphs 4.01 or 4.02 and reimbursed to the entity incurring such costs before proceeds of the recovery are distributed in accordance with Paragraph 4.04.

4.04 Reimbursement. Subject to the deduction provided in Paragraph 4.03, amounts recovered either by the Grantee or the Council from responsible persons and all other amounts otherwise received by the Grantee or the Council for cleanup of the Site shall be used to reimburse the Grantee, the Council, or any other nonresponsible party who contributed funds for cleanup of the Site in proportion to their respective payments for response costs.

4.05 Survival of Recovery and Repayment Provisions. The provisions of Paragraphs 4.01 through 4.04 shall survive the expiration or termination of this Agreement.

V. AGREEMENT TERM

5.01 Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Paragraph 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement and **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

TAX BASE REVITALIZATION ACCOUNT

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

5.03 Amendments and Extensions. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or extensions of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. The Expiration Date may be extended beyond the original Expiration Date identified at Page 1 of this Agreement if, **AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, the Grantee's authorized representative submits a written extension request that: (a) states the reason for the extension request; (b) identifies a new completion date, which shall not exceed one year beyond the original Expiration Date; and (c) describes in reasonable detail any proposed changes to the Project activities and budget. **THE EXPIRATION DATE MAY BE EXTENDED ONLY ONCE. THE PERIOD OF THE ONE-TIME EXTENSION SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.** Any additional extension requests from the Grantee must be approved by the governing body of the Metropolitan Council.

VI. GENERAL PROVISIONS

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

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

6.03 Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976

TAX BASE REVITALIZATION ACCOUNT

(RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this paragraph shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466 or other applicable state or federal law.

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

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

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

6.05 Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described in Attachment A.

6.06 Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant obtain all required permits, licenses and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under Code of Federal Regulations, title 29, sections 1910.120 and 1926.65.

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

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

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

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

INVESTMENT ACCOUNT

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

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

GRANTEE

By Craig D. Klausung
Craig D. Klausung

Title Mayor

Date April 14, 2008

By William J. Malinen
William J. Malinen

Title City Manager

Date 4/14/08

METROPOLITAN COUNCIL

By Guy Peterson
Guy Peterson, Director
Community Development Division

Date 4-27-08

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TAX BASE REVITALIZATION ACCOUNT

ATTACHMENT A

APPLICATION FOR TAX BASE REVITALIZATION ACCOUNT FUNDS

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



Location:	2225, 2235, 2245, 2255, 2265 Snelling Avenue North, Roseville, MN 55113-4230
Council District:	10 – Kris Sanda
Acres:	5.4 acres
Estimated Cleanup Cost:	\$174,506 for asbestos and lead-based paint abatement. Upon review, \$121,534 of the costs was determined to be eligible.
Funding request:	\$174,506 in TBRA funds for asbestos and lead-based paint abatement. Upon review, \$121,534 of the costs was determined to be eligible.
Private Investment:	\$4,078,680
Increase in Net Tax Capacity:	\$12,438
Jobs:	2 FTE (both are new living wage jobs)
Affordable Housing Units:	103 affordable rental units
Project Summary	The applicant is requesting \$174,506 in TBRA funds for asbestos and lead-based paint abatement of a 5-building, 120-unit apartment complex on a 5.4-acre site. The expected benefits include the rehabilitation of the residential complex into 73 1-bedroom and 30 2-bedroom units for a total of 103 affordable rental units with a projected increase of \$12,438 in net tax capacity and \$4M of private investment. The TBRA recommendation is \$121,500, to fully fund the eligible costs requested. Funds are to be used for asbestos and lead-based paint abatement. (Note, abatement of other hazardous materials is not eligible for grant funding.)

DT

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF ROSEVILLE, MINNESOTA
AND AEON**

Addendum 1

The end date of the Memorandum of Understanding between the City of Roseville, Minnesota and Aeon, which was executed July 31, 2008, shall be modified to December 31, 2010. This modification shall become effective as of the date of last signature of this addendum.

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

Aeon

City of Roseville

By:_____

By:_____

Title: _____

Title: _____

Date: _____

Date: _____

\$426,500
PROMISSORY NOTE
given by

**SIENNA GREEN I LIMITED PARTNERSHIP,
a Minnesota limited partnership**

to

**THE CITY OF ROSEVILLE
a Minnesota municipal corporation**

Dated: December ____, 2009

At: Minneapolis, Minnesota

FOR VALUE RECEIVED, the undersigned, **SIENNA GREEN I LIMITED PARTNERSHIP**, a Minnesota limited partnership (the "Borrower"), hereby promises to pay to the order of **THE CITY OF ROSEVILLE**, a Minnesota municipal corporation ("Holder") or at such other place as the Holder may, from time to time, designate in writing, the principal sum of Four Hundred Twenty-Six Thousand, Five Hundred and No/100 Dollars (\$426,500.00) incurring simple interest at the annual rate of ____ percent (____%) (the "Loan"). The entire principal balance of and accrued interest on this Note are due and payable on December 31, 2039.

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

The Borrower and any guarantor, surety or endorser hereby waives demand, presentment, notice of nonpayment, protest, notice of protest, notice of dishonor and diligence in collection and agree that without any notice the Holder hereof may take and/or release additional security herefor or the Holder hereof may, from time to time, release any part or parts of security interests from Borrower in favor of Holder with or without

consideration and that in any such case the Borrower and any guarantor, surety or endorser shall remain liable to pay the unpaid balance of the indebtedness evidenced hereby as so additionally secured, extended, renewed or modified and notwithstanding any such release.

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

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

This Note may be prepaid in whole or in part without penalty.

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

BORROWER:

SIENNA GREEN I LIMITED PARTNERSHIP

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

Alan Arthur, President

MORTGAGE

(\$426,500.00 LCDA/TBRA Loan)

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

THIS MORTGAGE is made this ____ day of December, 2009 by and between **SIENNA GREEN I LIMITED PARTNERSHIP**, a Minnesota limited partnership ("Mortgagor") in favor of **THE CITY OF ROSEVILLE**, a Minnesota municipal corporation ("Mortgagee").

WHEREAS, Mortgagor and Mortgagee entered into that certain Note dated as of the same date as this Mortgage (the "Note"), pursuant to which Mortgagee has granted, or committed to grant, Mortgagor a loan in the amount of Four Hundred Twenty-Six Thousand Five Hundred and No/100 Dollars (\$426,500.00) (the "Loan"); and

WHEREAS, pursuant to the Note, the entire indebtedness of Mortgagor to Mortgagee of the Loan is due and payable in full on December 31, 2039; and

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

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

PROVIDED NEVERTHELESS that if Mortgagor, or Mortgagor's successors or permitted assigns, shall (i) pay, or cause to be paid, to Mortgagee the principal amount of the

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

MORTGAGOR WARRANTS AND COVENANTS to and with Mortgagee as follows:

1. Mortgagor is lawfully seized in fee simple of the Premises and has good right to sell and convey the same. The Premises are free from all liens and encumbrances, except any prior mortgage or mortgages of record and other matters listed in the Mortgagor's title policy. Mortgagor shall warrant and defend the title of the Premises against all lawful claims except such prior mortgage or mortgages of record. The foregoing covenants and warranties shall survive foreclosure of this Mortgage and shall run with the land.
2. Mortgagor shall pay the principal and interest (if any) as the same become due on any prior mortgage or mortgages on the Premises.
3. Mortgagor shall procure at Mortgagor's own expense fire and extended coverage insurance on the improvements on the Premises, payable in case of loss to Mortgagee, its successors and assigns, as its interest may appear, such insurance to be written by a reliable insurance company approved by Mortgagee in an amount at least equal to the full insurable value of such improvements.
4. Mortgagor shall pay all taxes and special assessments now and hereafter levied and assessed on the Premises before the same become delinquent.
5. Mortgagor shall keep the Premises in good repair, shall not remove the improvements from the Premises, and shall not commit waste or permit impairment or deterioration of the Premises.
6. Mortgagor shall comply with the terms of the Note.
7. In the case of failure of Mortgagor to pay such taxes or to keep said improvements insured as provided herein, or to pay the principal or interest (if any) on the prior mortgage or mortgages on the Premises, Mortgagee may at its option pay and discharge such taxes, effect such insurance on said improvements and pay the premiums thereon and pay the principal and interest (if any) that become due and remain unpaid on the prior mortgage or mortgages on the Premises, and the sum or sums that may be so paid by Mortgagee shall bear interest from the time of such payment at the rate of 8% per annum or the highest rate allowed by law, whichever is lower, and shall be deemed and is hereby declared to be an additional lien upon the Premises in the amount that shall be so paid, with interest thereon, as aforesaid, and shall be added to and be collectable as part of and in the same manner as the original debt which this Mortgage is given to secure.
8. The following shall be Events of Default by Mortgagor:

- a) The failure to pay the indebtedness hereby secured or the interest (if any) thereon, as it becomes due;
- b) The failure to pay any installment of the principal or interest (if any) on any prior mortgage or mortgages on the Premises, as the same becomes due;
- c) The failure to pay, when due, the taxes or special assessments on the Premises;
- d) The failure to keep the improvements on the Premises insured as herein provided;
- e) The failure to keep and perform any of the covenants and agreements herein contained to be kept and performed by Mortgagor; or
- f) The sale, assignment, conveyance or other transfer (whether by deed, contract for deed, lease or otherwise) of the Premises, except for transfer of limited partnership interests in the Mortgagor and otherwise provided for in the Mortgage Loan Rider attached hereto as Exhibit B and incorporated herein.

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

- 9. So long as this Mortgage and the Note evidencing the indebtedness secured hereby are held by Mortgagee, Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the Premises on the basis of race, color, religion, or sex.
- 10. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy. All such rights and remedies shall be distinct and cumulative and may be exercised singularly or serially (in any order) or concurrently, and as often as the occasion therefore arises.
- 11. Mortgagee may at any time and from time to time, without notice, release any person liable for the payment of any indebtedness under the Note, extend the time or agree to alter the terms of payment of any indebtedness, release any property securing any indebtedness, consent to the creation of any easement on the Premises, or agree to alter or amend the terms of this Mortgage in any way, all without in any way affecting the

liability of any person (other than the person so released, if any) or the validity or priority of this Mortgage (except as it covers property so released, if any).

12. The covenants and agreements contained in this Mortgage shall bind, and the rights conferred hereby shall inure to, the respective, legal representatives, successors and assigns of Mortgagor and Mortgagee. Wherever used, the singular number shall include the plural, and the plural the singular. All covenants and agreements of Mortgagor shall be joint and several.
13. Mortgagee shall furnish to Mortgagor a conformed and fully completed copy of the Note and this Mortgage at the time that this Mortgage is executed or at a reasonable time after this Mortgage is recorded.
14. The Mortgagee, for itself and its successors and assigns, covenants and agrees that it will not commence procedures to foreclose on this Mortgage without the prior written consent of the Minnesota Housing Finance Agency, or its successors and assigns ("MHFA") if there is a mortgage held by MHFA on the Project

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

- (a) This Mortgage may not be amended without the prior written consent of MHFA; and
 - (b) This Mortgage may not be sold, transferred, assigned, or pledged without the prior written consent of MHFA.
15. The Loan is a non-recourse obligation of the Mortgagor. Neither Mortgagor nor any of its general or limited partners, nor any other party, shall have any personal liability for repayment of the Loan. The sole recourse of Mortgagee for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.
16. Except for willful or negligent misrepresentation, misconduct or negligence of the Indemnified Parties (as hereafter defined), and except for any breach by any of the Indemnified Parties of their obligations under this Mortgage or the Note, the Mortgagor agrees to protect and defend the Mortgagee and the governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties"), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Mortgage, the Note, or the transactions contemplated hereby or the acquisition, construction, improvement, ownership, and operation of the Premises.
17. Mortgagee has been awarded a \$121,500 TBRA grant and a \$305,000 LCDA grant from the Metropolitan Council pursuant to a certain TBRA Grant Agreement between Mortgagee and the Metropolitan Council dated April 23, 2008 (the "TBRA Grant Agreement") and a certain LCDA Grant Agreement between Mortgagee and the Metropolitan Council dated April 27, 2008 (the "LCDA Grant Agreement"), and has agreed to loan such funds to finance certain costs of the Mortgagor's development of the Premises. Mortgagee will loan the funds,

totaling \$426,500 (the "LCDA/TBRA Loan"), to Mortgagor pursuant to this Mortgage and the Note subject to the following conditions:

- (a) The LCDA funds can be used to finance only the removal of obsolete infrastructures (\$127,000); stormwater management (\$138,000); design and engineering for site demolition, grading drainage, and stormwater management plan (\$45,100); and site grading for directing water away from buildings (\$24,000), as provided in the LCDA Grant Agreement;
 - (b) The TBRA funds can be used to finance only Clean-up Costs, as that term is defined in the TBRA Grant Agreement.
 - (c) LCDA/TBRA Loan funds may only be drawn down upon the Mortgagee's receipt of documentation demonstrating that the work for which the funds are being requested has been completed and paid for;
 - (d) The work financed by the LCDA/TBRA Loan must be completed by December 31, 2010, or all or a portion of the LCDA/TBRA Loan could be required to be repaid to the Mortgagee; and
 - (e) The Mortgagor shall comply with all requirements of the LCDA/TBRA grant program and if it fails to do so and the Mortgagee is obligated to repay all or any portion of the LCDA/TBRA grant to the Metropolitan Council the Mortgagor shall be liable to and shall pay to the Mortgagee the amount required to be repaid.
18. Mortgagor will permit Mortgagee and its agents to enter and to authorize others to enter upon any or all of the Premises, or Mortgagor's records regarding the Premises at reasonable times to inspect the same, to perform or observe any covenants, conditions, or terms which Mortgagor shall fail to perform, meet or comply with and which Mortgagee is authorized to perform under the terms of this Mortgage, or for any other purpose in connection with the protection or preservation of Mortgagee's security, without thereby becoming liable to Mortgagor or any person in possession under Mortgagor.

[Signature page follows]

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

MORTGAGOR

SIENNA GREEN I LIMITED PARTNERSHIP

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

By: _____
Alan Arthur, President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of December, 2009 by Alan Arthur, the President of Aeon, a Minnesota non-profit corporation, a General Partner of Sienna Green I Limited Partnership, a Minnesota limited partnership on behalf of the limited partnership.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT (TITLE OR RANK)

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

LEGAL DESCRIPTION

SIENNA GREEN I LIMITED PARTNERSHIP

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

EXHIBIT B TO MORTGAGE MORTGAGE LOAN RIDER

THIS RIDER is attached to and made a part of the promissory note and the mortgage or other document(s) evidencing, securing and governing a loan in the amount of Four Hundred Twenty-Six Thousand Five Hundred and No/100 Dollars (\$426,500.00) (the “Loan”) made by **THE CITY OF ROSEVILLE**, a Minnesota municipal corporation (“**Mortgagee**”) to **SIENNA GREEN I LIMITED PARTNERSHIP** (“Mortgagor”) for certain costs involved in the construction of one hundred twenty (120) units of affordable housing for families to be located in Roseville, Minnesota (the “Project”). The form of this Rider has been designed for use whether Mortgagor is a limited partnership, a land trust of which a limited partnership is the beneficiary, or otherwise. Accordingly, the Mortgagor, whether or not identified as Mortgagor, is sometimes referred to herein as the “Partnership”. The Amended and Restated Limited Partnership Agreement continuing the Partnership is referred to herein as the “Partnership Agreement”.

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

1. **Partner Change.** Any assignment of either the limited partner’s or a general partner’s interest in the Partnership shall not constitute a default under any of the Loan Documents, nor require the consent of the Mortgagee.
2. **Monetary Default.** If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, Mortgagee shall give Mortgagor written notice of such default at the address provided by the Mortgagor as indicated in the Loan Documents. Mortgagor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Mortgagee under the Loan Documents, or such longer period of time as may be specified in the Loan Documents.
3. **Non-Monetary Default.** If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Mortgagee shall give Mortgagor written notice of such default at the address provided by the Mortgagor as indicated in the Loan Documents. If the default is reasonably capable of being cured within thirty (30) days, Mortgagor shall have such period to effect a cure prior to exercise of remedies by Mortgagee under the Loan Documents, or such longer period of time as may be specified in the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Mortgagor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Mortgagor shall have such additional time as is agreed to in writing by the Mortgagee

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

4. **Casualty, Condemnation, Etc.** In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Mortgagor shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Mortgagee for repayment of the Loan or if such proceeds are insufficient then Mortgagor shall have funded any deficiency, (b) Mortgagee shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to the Mortgagee for repayment of the remaining balance of the Loan.
5. **Force Majeure.** There shall be no default for construction delays beyond the reasonable control of Mortgagor, provided that such delays do not exceed one hundred eighty (180) days, or such longer period of time as may be specified in the Loan Documents.
6. **Purchase Rights.** The execution and delivery of the purchase option and right of first refusal agreement described in the Partnership Agreement, if any, shall not constitute a default under the Loan Documents or accelerate the maturity of the Loan thereunder. Any requisite consent of the Mortgagee to (a) the exercise of said purchase option and right of first refusal agreement by the project sponsor identified therein, and to (b) the assumption without penalty of Loan obligations by the project sponsor and the release of Mortgagor from such obligations, shall not be unreasonably withheld. Subject to any such consent requirement, the exercise of rights under such agreement shall not constitute a default or accelerate maturity of the Loan.
7. **Loan Assumption.** If the purchase option and right of first refusal agreement described in the Partnership Agreement, if any, is not exercised and the Project is sold subject to low-income housing use restrictions similar to those contained in the Declaration of Restrictive Covenants dated December 27, 2007 and recorded on December 28, 2007 as Document Number 4072216, any requisite consent of Mortgagee to said sale, and to the assumption without penalty of loan obligations by the purchaser and the release of

Mortgagor from such obligations, shall not be unreasonably withheld.

8. **Lender Approvals, Etc.** In any approval, consent, or other determination by the Mortgagee required under any of the Loan Documents, Mortgagee shall act reasonably and in good faith.
9. **Subordination.** The Mortgagee acknowledges that Mortgagor intends to enter into, or concurrently with the execution and delivery of the Loan Documents are entering into, an extended use agreement, which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended. The Mortgagee agrees to subordinate the Loan and Mortgagee's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement. This subordination is being made in consideration of the allocation of tax credits to the Project, absent which the development of the Project would not occur, and this mortgage loan would not be made.
10. **Prohibition of Sale.** The Mortgagee shall not (a) sell, assign, transfer, or convey any such indebtedness (or any interest therein) to Federal National Mortgage Association ("Fannie Mae"), or (b) include such indebtedness (or any interest therein) in a pool of loans to be sold, assigned, transferred, or conveyed to Fannie Mae, without the Mortgagor's prior written consent.

DRAFT 12/2/09

FOR USE BY FILING OFFICER ONLY

**MASTER SUBORDINATION AGREEMENT
AND
ESTOPPEL CERTIFICATE**

THIS AGREEMENT shall have an effective date of December __, 2009, and is made and entered into by and among **SIENNA GREEN I LIMITED PARTNERSHIP**, a Minnesota limited partnership, with offices located at 1625 Park Avenue, Minneapolis, Minnesota 55404 (“**Borrower**”), **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, with its offices located at 2690 Snelling Avenue North, Suite 220, Roseville, Minnesota 55113 (“**U.S. Bank**”), the **MINNESOTA HOUSING FINANCE AGENCY**, a Minnesota public body corporate and politic, with its offices located at 400 Sibley Street, Suite 300, St. Paul, Minnesota 55401 (“**MHFA**”), the **FAMILY HOUSING FUND**, a Minnesota non-profit corporation, with its offices located at 801 Nicollet Mall, Suite 1650, Minneapolis, Minnesota, 55402 (“**FHF**”), the **CITY OF ROSEVILLE**, a Minnesota municipal corporation, with an office located at 2660 Civic Center Drive, Roseville, Minnesota 55113 (“**City**”), the **RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY**, a Minnesota political subdivision, with its offices located at 250 Courthouse, 15 West Kellogg Boulevard, St. Paul, Minnesota 55102 (“**County HRA**”), the **CITY OF ROSEVILLE HOUSING AND REDEVELOPMENT AUTHORITY**, a Minnesota political subdivision, with its offices located at 2660 Civic Center Drive, Roseville, Minnesota 55113 (“**City HRA**”); and **AEON**, a Minnesota non-profit corporation, with offices located at 1625 Park Avenue, Minneapolis, Minnesota 55404 (“**AEON**”).

WITNESSETH:

WHEREAS, the Borrower has applied to and obtained certain loans from the other parties hereto and will use the proceeds of such loans and additional equity to fund the

construction and rehabilitation of a family rental housing development identified as Sienna Green (the “**Development**”), which will be situated on real property located in the City of Roseville, County of Ramsey, State of Minnesota, and legally described in **Exhibit A** attached hereto (the “**Property**”);

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

<u>Description of Loan</u>	<u>Amount of Loan</u>	<u>Loan Documents Evidencing and Securing Repayment</u>
A loan from U.S. Bank (“ U.S. Bank Loan ”)	[_\$9,500,000.00_]	Those documents listed on Exhibit B attached hereto.
A loan from MHFA (“ End Loan ”)	\$2,800,000.00 (deferred)	Those documents set forth on Exhibit C attached hereto.
A loan from MHFA (“ TCAP Loan ”)	\$3,676,500.00	Those documents listed on Exhibit D attached hereto.
A loan from the County HRA (“ County HRA Loan ”)	\$550,000.00	Those documents listed on Exhibit E attached hereto.
A loan from the City HRA (“ First City HRA Loan ”)	[_a portion of \$350,000.00_]	Those documents listed on Exhibit F attached hereto.
A loan from the City HRA (“ Second City HRA Loan ”)	[_a portion of \$350,000.00_]	Those documents set forth on Exhibit G attached hereto;
A loan from FHF (“ FHF Loan ”)	\$173,500.00	Those documents set forth on Exhibit H attached hereto.
A loan from the City (the “ LCDA/TBRA Loan ”)	\$426,500	Those documents set forth on Exhibit I attached hereto.
A loan from Aeon (“ GP Loan ”)	\$97,000	Those documents set forth on Exhibit J attached hereto.

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

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

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

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

(a) **“County HRA Loan Documents”** – Those documents listed on **Exhibit E** attached hereto and incorporated herein by reference, which evidence and secure repayment of the County HRA Loan.

(b) **“End Loan Documents”** – Those documents listed on **Exhibit C** attached hereto and incorporated herein by reference, which evidence and serve repayment of the End Loan.

(c) **“Event of Default”** – A default or event of default as defined in the Subordinate Lender Documents or the U.S. Bank Loan Documents, as the context herein requires.

(d) **“FHF Loan Documents”** – Those documents listed on **Exhibit H** attached hereto and incorporated herein by reference, which evidence and serve repayment of the FHF Loan.

(e) **“First City HRA Loan Documents”** – Those documents listed on **Exhibit F** attached hereto and incorporated herein by reference, which evidence and secure repayment of the First City HRA Loan.

(f) **“GP Loan Documents”** – Those documents listed on **Exhibit J** attached hereto and incorporated herein by reference, which evidence and serve repayment of the GP Loan.

(g) **“LCDA/TBRA Loan Documents”** – Those documents listed on **Exhibit I** attached hereto and incorporated herein by reference, which evidence and serve repayment of the LCDA/TBRA Loan.

(h) **“Second City HRA Loan Documents”** – Those documents listed on **Exhibit G** attached hereto, which evidence and secure repayment of the Second City HRA Loan.

(i) **“Subordinate Lender Documents”** – The End Loan Documents, the TCAP Loan Documents, the County HRA Loan Documents, First City HRA Loan Documents, the Second City HRA Loan Documents, the FHF Loan Documents, the LCDA/TBRA Loan Documents, and the GP Loan Documents.

(j) **“Subordinate Lender Loans”** – The End Loan, the TCAP Loan, the County HRA Loan, First City HRA Loan, the Second City HRA Loan, the FHF Loan, the LCDA/TBRA Loan, and the GP Loan.

(k) **“Subordinate Lenders”** – MHFA, the County HRA, the City HRA, FHF, the City and Aeon.

(l) **“TCAP Loan Documents”** – Those documents listed on **Exhibit D** attached hereto and incorporated herein by reference, which evidence and secure repayment of the TCAP Loan.

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

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

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

In addition, each party hereto, as to the Loan Documents that correspond to one of its Loans, does hereby covenant, warrant, consent and agree that (i) the described Loan Documents are all of the documents that the party has entered into regarding the corresponding Loan, (ii) there are no documents relating to such Loan other than the described Loan Documents for such

Loan, (iii) it will not enter into any other document for such Loan that would adversely impact any other party or parties hereto without the prior written consent of such party or parties, (iv) any existing document or documents that may come into existence in the future to which a party hereto is or becomes a party or from which a party hereto obtains a benefit that is different from the benefits that the other parties hereto have received or will receive, and that is not listed in the Loan Documents set forth herein for such Loan, shall be of no force or effect until approved and consented to in writing by all of the parties hereto upon which such document has, or will have, an adverse effect, and upon such written approval, such document(s) shall be automatically considered to be included in the Exhibit hereto setting forth the Loan Documents for such Loan. The other parties hereto shall execute any document that may reasonably be requested in order to include such document in such Exhibit. Notwithstanding the foregoing provisions of this Section 3, the U.S. Bank Loan Documents may be amended by the Borrower and U.S. Bank without the prior written consent of any of the Subordinate Lenders if the proposed amendments would not have a material adverse impact on the Subordinate Lenders, provided the Borrower shall deliver copies of all amendments of the amended U.S. Bank Loan Documents to the Subordinate Lenders.

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

<u>Loan Documents and Liens and/or Encumbrances Created Thereby</u>	<u>Party to the Loan Documents and Holder of Liens and/or Encumbrances Created Thereby</u>	<u>Order of Priority</u>
U.S. Bank Loan Documents	U.S. Bank	First
End Loan Documents	MHFA	Second
TCAP Loan Documents	MHFA	Third
County HRA Loan Documents	County HRA	Fourth
First City HRA Loan Documents	City HRA	Fifth
Second City HRA Loan Documents	City HRA	Sixth
FHF Loan Documents	FHF	Seventh
LCDA/TBRA Loan Documents	City	Eighth

The parties hereto acknowledge that the Development is intended to receive the benefits of Low Income Housing Tax Credits (the “**Credits**”) pursuant to Section 42 of the Internal Revenue Code (“**Section 42**”) and that it is a condition of the receipt of the Credits that the Borrower file a Declaration of Land Use Restrictive Covenants for Low-Income Housing Credits (the “**Declaration**”) substantially in the form attached hereto as **Exhibit K**. U.S. Bank, MHFA, the County HRA, the City HRA, FHF, the City and Aeon hereby consent to the terms of the Declaration as required by Section 2(c) of the Declaration and further agree that the Declaration is subordinate to the U.S. Bank Loan and U.S. Bank Loan Documents, the Subordinate Lender Loans and the Subordinate Lender Loan Documents, except to the extent required by the Declaration.

5. **U.S. Bank Priority.** In the event of the bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of the Borrower, or in the event the Borrower shall become the subject of any proceeding of any character under any federal or state bankruptcy or insolvency act or law, all moneys and other property allocated or allocable to the Subordinate Lender Loans and which would be payable or deliverable to any of the Subordinate Lenders in the absence of the provisions of this Agreement shall be paid and delivered directly to U.S. Bank for application by U.S. Bank to the U.S. Bank Loan until full payment of the U.S. Bank Loan with the excess, if any, to be paid to the Subordinate Lenders, in the order of priority as set forth herein, regardless of whether any of the Subordinate Lenders or U.S. Bank or both file a claim on behalf of the Subordinate Lenders in any such proceeding. U.S. Bank is hereby irrevocably appointed attorney in fact for the Subordinate Lenders with full power to act in the place and stead of the Subordinate Lenders in all matters relating to or affecting the Subordinate Lender Loans, including the right to make, present, file and vote such proofs of claim against the Borrower on account of all or any part of said Subordinate Lender Loans, as U.S. Bank may deem advisable and to receive and collect any and all dividends or other payments (“**Dividends**”) made thereon and to apply the same on account of the U.S. Bank Loan. The Subordinate Lenders will execute and deliver to U.S. Bank such instruments as may be required by U.S. Bank to enforce the Subordinate Loans, to effectuate the aforesaid power of attorney and to effect collection of any and all Dividends which may be made at any time on account thereof. As collateral securing payment of the U.S. Bank Loan, the Subordinate Lenders hereby transfer and assign to U.S. Bank all collateral security therefor to which the Subordinate Lenders may be entitled, provided that such transfer and assignment shall be effective (i) only in

the event of a bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of the Borrower, (ii) in the order of priority set forth herein, and (iii) only in the amount necessary for the full payment of the U.S. Bank Loan. U.S. Bank may file one or more financing statements concerning any security interest hereby created without the signature of any of the Subordinate Lenders.

6. **Limitations on Payment.** None of the Subordinate Lenders will receive, nor take action to collect or enforce, payment from the Borrower, and the Borrower will not make payment to any of the Subordinate Lenders, of any amounts outstanding under the Subordinate Lender Documents or any part thereof; except that the Borrower may pay regularly scheduled installments of principal and accrued interest under the Subordinate Lender Documents as long as, but only in the event that, no Event of Default then exists with respect to the U.S. Bank Loan Documents or the Subordinate Lender Documents, and any such regularly scheduled installments of principal and accrued interest may be retained by such Subordinate Lenders. Upon the occurrence of an Event of Default, each of the Subordinate Lenders agrees that it will not, without the prior written consent of U.S. Bank, receive or take any action to collect or enforce, payment of any of the Subordinate Lender Documents or any part thereof from any trustee in bankruptcy, receiver, or other liquidator of any part of the Borrower's property, or from any other person. Until payment in full of the U.S. Bank Loan, any payment received by any of the Subordinate Lenders pursuant to the immediately preceding sentence shall promptly be delivered to U.S. Bank for application to U.S. Bank Loan. The Subordinate Lenders and U.S. Bank agree to notify the other at the addresses set forth on page 1 hereto, within a reasonable time period, of their knowledge of an Event of Default under their respective loan documents with the Borrower.

7. **Pay Over of Monies.** In the event that any of the Subordinate Lenders receive any payment of the Subordinate Loans in violation of the terms of this Agreement, such payments shall be held in trust by the Subordinate Lender and the Subordinate Lender will forthwith pay over or deliver the same to U.S. Bank to be held by U.S. Bank as cash collateral securing the U.S. Bank Loan.

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

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

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

11. **Use of Insurance and Condemnation Proceeds.** Notwithstanding any provisions to the contrary contained herein or in any of the Loan Documents, the parties hereto agree that any and all insurance and/or condemnation proceeds will be used first to repair or reinstate the Development. If there are any remaining proceeds, or if such amounts are insufficient to repair or reinstate the Development (as determined by Borrower and the holder of the U.S. Bank Loan), or if the Development cannot be repaired or reinstated (as determined by Borrower and the holder of the U.S. Bank Loan), then such proceeds shall be used to pay off the Loans in order of the priority of the Documents specified herein.

12. **Tax and Insurance Escrow.** Notwithstanding any provision contained in any of the Subordinate Lender Documents, the U.S. Bank Loan Documents shall supersede and govern all agreements of Borrower relating to escrowing of tax and insurance payments.

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

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

BORROWER:

SIENNA GREEN I LIMITED PARTNERSHIP

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

By: _____
Alan Arthur, President

Executed on the ____ day of _____, 2009.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2009 by Alan Arthur, the President of Aeon, a Minnesota non-profit corporation, a General Partner of Sienna Green I Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

U.S. BANK:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Its: _____

Executed on the ____ day of _____, 2009.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2009 by _____ the _____, of U.S. Bank National Association, a national banking association, on behalf of the banking association.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

MHFA:

MINNESOTA HOUSING FINANCE AGENCY

By: _____
Robert L. Odman, Assistant Commissioner,
Multifamily

Executed on the _____ day of December, 2009.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of December, 2009, by, Robert L. Odman, Assistant Commissioner, Multifamily of the Minnesota Housing Finance Agency, on behalf of the Agency.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

COUNTY HRA:

**RAMSEY COUNTY HOUSING &
REDEVELOPMENT AUTHORITY**

By: _____
David Twa
Ramsey County Manager

Executed on the ____ day of _____, 2009.

RECOMMENDED FOR APPROVAL:

Community & Economic Development Department

Funds Available: _____
Fund No. _____

Budgeting & Accounting

APPROVED AS TO FORM AND INSURANCE:

Harry D. McPeak
Assistant Ramsey County Attorney

[Signature page to Master Subordination Agreement and Estoppel Certificate]

[illegible]

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by David Twa, the County Manager of Ramsey County Housing and Redevelopment Authority, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by _____, the _____ of Ramsey County Housing and Redevelopment Authority, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by Harry D. McPeak, the Assistant County Attorney for Ramsey County, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

FHF:

FAMILY HOUSING FUND, a Minnesota
nonprofit corporation

By: _____
Its: _____

Executed on the ____ day of _____, 2009.

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____,
2009, by _____, the _____ of Family
Housing Fund, a Minnesota nonprofit corporation, on behalf of said corporation.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

CITY HRA:

**CITY OF ROSEVILLE HOUSING &
REDEVELOPMENT AUTHORITY**

By: _____
Name: _____
Its: _____

Executed on the ____ day of _____, 2009.

APPROVED AS TO FORM:

Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by _____, the _____ of the City of Roseville Housing and Redevelopment Authority, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by _____, the _____ of the City of Roseville Housing and Redevelopment Authority, a public body corporate and politic of the State of Minnesota, on behalf of such public body.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

CITY:

CITY OF ROSEVILLE, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

Executed on the ____ day of _____, 2009.

APPROVED AS TO FORM:

Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of City of Roseville, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, the _____ of City of Roseville, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

[Signature page to Master Subordination Agreement and Estoppel Certificate]

AEON:

AEON, a Minnesota non-profit corporation

By: _____
Alan Arthur, President

Executed on the ____ day of _____, 2009.

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of
December, 2009 by Alan Arthur, the President of Aeon, a Minnesota non-profit corporation, on
behalf of the non-profit corporation.

Notary Public

This instrument was prepared by:
Faegre & Benson LLP (LALD)
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

[Signature page to Master Subordination Agreement and Estoppel Certificate]

EXHIBIT A

LEGAL DESCRIPTION

The real property located in Ramsey County, Minnesota, and legally described as:

Lot 1, Block 1, Sienna Green Addition, according to the recorded plat thereof.

EXHIBIT B

U.S. BANK LOAN DOCUMENTS

The following documents each dated as _____, 2009:

[_INSERT LOAN DOCUMENTS_]

EXHIBIT C

END LOAN DOCUMENTS

The following documents each dated as _____, 2009:

[_INSERT LOAN DOCUMENTS_]

EXHIBIT D
TCAP LOAN DOCUMENTS

The following documents each dated as _____, 2009:

1. Loan Agreement between MHFA and the Borrower.
2. Promissory Note in the original principal amount of \$3,676,500 from the Borrower to MHFA.
3. Combination Mortgage, Security Agreement and Fixture Financing Statement from the Borrower to MHFA.
4. Assignment of Rents and Leases by Borrower in favor of MHFA.
5. Declaration of Land Use Restrictive Covenants by Borrower in favor of MHFA.
6. Regulatory Agreement between Borrower and MHFA.
7. Rent-Up Escrow Account Agreement between Borrower and MHFA.
8. Working Capital Reserve and Escrow Account Agreement between Borrower and MHFA.
9. UCC-1 Financing Statement from Borrower to MHFA for filing with the Minnesota Secretary of State pertaining to the TCAP Loan.
10. UCC-1 Financing Statement (all assets), filed with the Minnesota Secretary of State.
11. Guaranty by [_____] in favor of MHFA.
12. Disbursement Agreement between MHFA and Commonwealth Land Title Insurance Company.

[_LIST SUBJECT TO CHANGE_]

EXHIBIT E
COUNTY HRA LOAN DOCUMENTS

The following documents each dated as of _____, 2009:

[_INSERT LOAN DOCUMENTS_]

EXHIBIT F

FIRST CITY HRA LOAN DOCUMENTS

The following documents each dated as of _____, 2009:

[_INSERT LOAN DOCUMENTS_]

EXHIBIT G

SECOND CITY HRA LOAN DOCUMENTS

The following documents each dated as of _____, 2009:

[_INSERT LOAN DOCUMENTS_]

EXHIBIT H

FHF LOAN DOCUMENTS

The following documents each dated as of _____, 2009:

[_INSERT LOAN DOCUMENTS_]

EXHIBIT I

LCDA/TBRA LOAN DOCUMENTS

The following documents each dated as of _____, 2009:

1. Promissory Note in the original principal amount of \$426,500 from the Borrower to the City.
2. Mortgage from the Borrower in favor of the City.

EXHIBIT J
GP LOAN DOCUMENTS

The following documents each dated as of _____, 2009:

1. Promissory Note from the Borrower in favor of Aeon.
2. Mortgage from the Borrower in favor of Aeon.

EXHIBIT K

FORM OF DECLARATION OF LAND USE RESTRICTIVE COVENANTS

DRAFT 12/2/2009

SIENNA GREEN
MASTER DISBURSEMENT AGREEMENT

THIS MASTER DISBURSEMENT AGREEMENT (“**Agreement**”) is made and entered into as of the first day of December, 2009 among **SIENNA GREEN I LIMITED PARTNERSHIP**, a Minnesota limited partnership, with offices located at 1625 Park Avenue, Minneapolis, Minnesota 55404 (“**Borrower**”), **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, with its offices located at 2690 Snelling Avenue North, Suite 220, Roseville, Minnesota 55113 (“**U.S. Bank**”), the **MINNESOTA HOUSING FINANCE AGENCY**, a Minnesota public body corporate and politic, with its offices located at 400 Sibley Street, Suite 300, St. Paul, Minnesota 55401 (“**MHFA**”), the **FAMILY HOUSING FUND**, a Minnesota non-profit corporation, with its offices located at 801 Nicollet Mall, Suite 1650, Minneapolis, Minnesota, 55402 (“**FHF**”), the **CITY OF ROSEVILLE**, a Minnesota municipal corporation, with an office located at 2660 Civic Center Drive, Roseville, Minnesota 55113 (“**City**”), the **RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY**, a Minnesota political subdivision, with its offices located at 250 Courthouse, 15 West Kellogg Boulevard, St. Paul, Minnesota 55102 (“**County HRA**”), the **CITY OF ROSEVILLE HOUSING AND REDEVELOPMENT AUTHORITY**, a Minnesota political subdivision, with its offices located at 2660 Civic Center Drive, Roseville, Minnesota 55113 (“**City HRA**”), **AEON**, a Minnesota non-profit corporation with offices located at 1625 Park Avenue, Minneapolis, Minnesota 55404 (“**AEON**”), and **COMMONWEALTH LAND TITLE INSURANCE COMPANY**, with its offices located at 222 South 9th Street, Suite 3060, Minneapolis, Minnesota 55402 (the “**Title Company**”).

RECITALS:

A. Borrower has applied to and obtained certain loans from the parties hereto and will use the proceeds of such loans and additional equity to acquire and fund the rehabilitation of a rental housing development identified as Sienna Green Apartments (the “**Development**”), situated on real property located in the City of Roseville, County of Ramsey, State of Minnesota, and legally described in Exhibit A attached hereto; and

B. The following is a listing and description of the loans, grants and other funds that Borrower has obtained or will obtain from the parties hereto (collectively, the “**Loans**”), which Borrower will use to fund the acquisition and renovation of the Development:

<u>Description of Funds</u>	<u>Amount of Funds</u>
1. U.S. Bank Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement.	[_ \$ 9,500,000.00 _]
2. End Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement.	\$ 2,800,000.00 (deferred)
3. County HRA Loan (as defined herein), none of	\$ 550,000.00

which has been disbursed prior to the effective date of this Agreement.

- | | | |
|-----|--|--------------------------------|
| 4. | First City HRA Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | [_a portion of \$ 350,000.00_] |
| 5. | Second City HRA Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | [_a portion of \$ 350,000.00_] |
| 6. | FHF Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | \$ 173,500.00 |
| 7. | LCDA/TBRA Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | \$ 426,500.00 |
| 8. | GP Loan (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | \$ 97,000.00 |
| 9. | LIHTC Equity (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | \$ 886,663.00 |
| 10. | Remaining Tax Credit Equity (as defined herein), none of which has been disbursed prior to the effective date of this Agreement. | \$ 7,979,971.00 (deferred) |

C. Borrower has entered into agreements with each of U.S. Bank, MHFA, FHF, City, County HRA, City HRA and Aeon (the “**Lenders**”) regarding disbursement of proceeds of the respective Loans; and

D. The parties hereto wish to establish how the Loans are to be disbursed and the order of priority for the disbursement thereof.

NOW, THEREFORE, the parties hereto agree as follows:

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

(a) **“City HRA Loan Disbursement Agreement”** – That agreement, whether verbal or written, between City HRA, Borrower and, if applicable, the Title Company which provides for disbursement of the First City HRA Loan and Second City HRA Loan.

(b) **“County HRA Loan”** – A loan from County HRA in the original principal amount of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00).

(c) **“County HRA Loan Disbursement Agreement”** – That agreement, whether verbal or written, between County HRA, Borrower and, if applicable, the Title Company which provides for disbursement of the County HRA Loan.

(d) **“End Loan”** – A loan to be funded by MHFA pursuant to the End Loan Commitment in the original principal amount of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00).

(e) **“End Loan Commitment”** – That certain Loan Commitment dated as of [____], 2009. Pursuant to the End Loan Commitment, MHFA will disburse the End Loan funds upon satisfaction of the conditions contained in the End Loan Commitment. Upon funding of the End Loan after satisfaction of all conditions to such funding in the End Loan Commitment, and pursuant to this Agreement, MHFA will deposit with the Title Company the End Loan funds from time to time.

(f) **“End Loan Disbursement Agreement”** – That agreement, whether verbal or written, between MHFA, Borrower and, if applicable, the Title Company which provides for disbursement of the End Loan.

(g) **“FHF Loan”** – A loan from FHF in an original principal amount of One Hundred Seventy-Three Thousand Five Hundred and No/100 Dollars (\$173,500.00).

(h) **“FHF Loan Disbursement Agreement”** – That agreement, whether verbal or written, between FHF, Borrower and, if applicable, the Title Company which provides for disbursement of the FHF Loan.

(i) **“First City HRA Loan”** – A loan from City HRA in the original principal amount of [a portion of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)].

(j) **“GP Loan”** – A loan from Aeon in an original principal amount of Ninety Seventy Thousand and No/100 Dollars (\$97,000.00).

(k) **“GP Loan Disbursement Agreement”** – That agreement, whether verbal or written, between Aeon, Borrower and, if applicable, the Title Company which provides for disbursement of the GP Loan.

(l) **“LCDA/TBRA Loan”** – A loan from City under the LCDA and TBRA Loan Programs in the original principal amount of Four Hundred Twenty Six Thousand Five Hundred and No/100 Dollars (\$426,500.00).

(m) **“LCDA/TBRA Loan Disbursement Agreement”** – That agreement, whether verbal or written, between City, Borrower and, if applicable, the Title Company which provides for disbursement of the LCDA/TBRA Loan.

(n) **“LIHTC Equity Funds”** – The portion of the Tax Credit Equity Borrower is depositing with the Title Company as of the date hereof, totaling Eight Hundred Eighty-Six Thousand Six Hundred Sixty-Three and No/100 Dollars (\$886,663).

(o) **“Remaining Tax Credit Equity”** – The Tax Credit Equity minus the LIHTC Equity Funds, which will not be deposited with the Title Company but will be used by Borrower for deferred projects and costs.

(p) **“Second City HRA Loan”** – A loan from City HRA in the original principal amount of [_a portion of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)].

(q) **“Tax Credit Equity”** – A total of Eight Million Eight Hundred Sixty-Six Thousand Six Hundred Thirty-Four and No/100 Dollars (\$8,866,634.00) of low income housing tax credits funds.

(r) **“TCAP Loan”** – A loan from the TCAP Program in the original principal amount of Three Million Six Hundred Seventy-Six Thousand Five Hundred and No/100 Dollars (\$3,676,500.00).

(s) **“TCAP Loan Disbursement Agreement”** – That agreement, whether verbal or written, between MHFA, Borrower and, if applicable, the Title Company which provides for disbursement of the TCAP Loan.

(t) **“U.S. Bank Loan”** – A loan from U.S. Bank in an original principal amount of [_Nine Million and No/100 Dollars (\$9,500,000.00)].

(u) **“U.S. Bank Loan Disbursement Agreement”** – That agreement, whether verbal or written, between U.S. Bank, Borrower and, if applicable, the Title Company which provides for disbursement of the U.S. Bank Loan.

2. **MHFA End Loan.** The parties hereto acknowledge that MHFA has only entered into the End Loan Commitment and that the loan documents to be executed and delivered in connection therewith have not been executed or delivered and that the conditions of the End Loan Commitment to disbursement of the End Loan funds have not yet been satisfied. The parties hereto understand and agree that the End Loan funds shall not be disbursed until all of the terms and conditions of the End Loan Commitment which are conditions precedent to disbursement of the End Loan Loan have been fully satisfied. Borrower and MHFA have requested the Title Company to supervise the disbursement of the End Loan funds hereunder, which are to be used to repay the U.S. Bank Loan.

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

Source of Funds

Order of Disbursement

First
Second
Third
Fourth
Fifth
Sixth
Seventh
Eighth
Ninth
Tenth

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

4. Disbursement of Additional Funds and Individual Loan Proceeds. When Borrower desires the disbursement of any or all of the proceeds of any of the sources of funds referred to herein, it will submit a draw request to the Lender supplying such funds. If the draw request meets the provisions contained in the applicable document that Borrower has entered into with the Lender supplying such funds and all other requirements imposed by such document have been satisfied, then such entity shall approve the draw request.

The Title Company shall not disburse any monies without first receiving a draw request approved by the Lender whose monies are to be disbursed, and upon receipt of an approved draw request the Title Company shall disburse the applicable monies in accordance with the provisions contained in the following documents:

<u>Source of Funds</u>	<u>Entity Supplying Funds</u>	<u>Disbursement Document</u>
U.S. Bank Loan	U.S. Bank	U.S. Bank Loan Disbursement Agreement
End Loan	MHFA	End Loan Disbursement Agreement
TCAP Loan	MHFA	TCAP Loan Disbursement Agreement
County HRA Loan	County HRA	County HRA Loan Disbursement Agreement

First City HRA Loan	City HRA	City HRA Loan Disbursement Agreement
Second City HRA Loan	City HRA	City HRA Loan Disbursement Agreement
FHF Loan	FHF	FHF Loan Disbursement Agreement
LCDA/TBRA Loan	City	LCDA/TBRA Loan Disbursement Agreement
GP Loan	Aeon	GP Disbursement Agreement

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

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

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

(Signature pages follow)

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

SIENNA GREEN I LIMITED PARTNERSHIP,
a Minnesota limited partnership

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

By: _____
Alan Arthur, President

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

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

By: _____
Name: _____
Its: _____

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

MINNESOTA HOUSING FINANCE AGENCY, a
Minnesota public body corporate and politic

By: _____
Name: _____
Title: _____

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

FAMILY HOUSING FUND,
a Minnesota non-profit corporation

By: _____
Name: _____
Its: _____

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

CITY OF ROSEVILLE, a Minnesota municipal
corporation

By: _____
Name: _____
Title: _____

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY, Minnesota
political subdivision

By: _____
Name: _____
Title: _____

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

CITY OF ROSEVILLE HOUSING AND
REDEVELOPMENT AUTHORITY, Minnesota
political subdivision

By: _____
Name: _____
Title: _____

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

AEON, a Minnesota non-profit corporation

By: _____
Alan Arthur, President

Executed on the ____ day of _____, 2009.

**SIGNATURE PAGE
TO MASTER DISBURSEMENT AGREEMENT**

COMMONWEALTH LAND TITLE INSURANCE
COMPANY

By: _____
Name: _____
Its: _____

Executed on the ____ day of _____, 2009.

EXHIBIT A

LEGAL DESCRIPTION

The real property located in Ramsey County, Minnesota, and legally described as:

Lot 1, Block 1, Sienna Green Addition, according to the recorded plat thereof.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 12-07-09
Item No.: 12.c

Department Approval



City Manager Approval



Item Description: **Community Development Department Request to declare the vacant restaurant building at 2750 Snelling Avenue a hazardous building and to order its repair/removal or razing**

BACKGROUND

- The subject property is a vacant restaurant building:
 - o The building was built in 1984 as a Stuart Anderson Cattle Company Restaurant.
 - o The restaurant closed sometime in the winter/spring of 2005 (over 4 years ago) and has been vacant ever since.
- The current owner is FGM Roseville, C/O Breunig Realty PMB, of Dallas, Texas. They have been trying to market the building/site with no success.
- There have been numerous complaints, observed hazardous conditions and violations of City Code regarding this property over the last 4 years:
 - o Numerous complaints about neglected property maintenance: the City has contracted to cut the grass a number of times. Also, the landscaping and trees on-site have become very overgrown contributing to and magnifying the property's blighted appearance. Violations of City Code Section 407.02.C.
 - o Exterior building maintenance: no maintenance has occurred on the building for a number of years. Paint is weathered, trim pieces have fallen off and the doors are boarded over with plywood. This has resulted in a very dilapidate exterior condition and blighted appearance. Violations of City Code Section 906.05.C.
 - o The building has been repeatedly broken into and extensively vandalized. Virtually everything inside the building has been damaged or destroyed. It is dangerous to walk through the interior due to broken glass, sharp protruding objects and scattered debris. Violations of City Code Section 906.05.E.
 - o Staff periodically inspects the exterior of this building and has repeatedly found that vandals and or vagrants have removed door/window boarding and re-entered the building. Staff has contracted to have the building re-secured a number of times. Recently, the police found the building open and a small teenager-type bicycle was observed just inside the door,

indicating that children have been entering the building (see attached police report). Also police observed liquor bottles, drug paraphernalia and make-shift beds and clothing inside the building. Violations of City Code Section 407.03.J.

- Under the Hazardous Building Law (Minn. Stat. 463.15-.23) the City may require a property owner to repair/remove hazardous conditions or raze the building if the structure meets the definition of “hazardous building” which is defined as: ‘Any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsatisfactory conditions, or abandonment, constitutes a fire hazard or a hazard to public safety or health.’
 - o The Stuart Anderson Cattle Company Restaurant structure, located at 2750 Snelling Avenue, exhibits virtually all of the characteristics constituting a hazardous building due to the following conditions:
 - The parking lot storm sewer has a leak that is causing an asphalt section to erode away.
 - The structure’s doors are boarded over with unpainted/decaying plywood.
 - Vandals removed soffit boards and doors to gain entry. Temporary patches have been placed over holes and doors but permanent repairs have not been completed.
 - Vandals have broken glass, destroyed bathroom fixtures, mirrors, doors, booths, whole walls, etc. Litter and debris are everywhere. Virtually everything inside the building has been damaged or destroyed. It is dangerous to walk through the interior due to the broken glass, sharp protruding objects and scattered debris.
 - Vandals have been removing interior wood paneling and lighting fires inside the building. This is primarily a wooden structure and these interior camp-fires could easily result in a very large fire engulfing the entire structure. A large fire of this type would also threaten to engulf adjacent buildings and businesses.
 - Staff periodically inspects the exterior of this building and has repeatedly found that vandals and or vagrants have removed door/window boarding and re-entered the building. Staff has repeatedly contracted to have the building re-secured.
 - The last time staff found the building open a small teenager-type bicycle was observed just inside the door, indicating that children have been entering the building.
 - Numerous bags of garbage are piled and rotting in a storage room with the potential for attracting insects and rodents. This creates a health hazard due to vagrants and children repeatedly entering the building and coming in contact with this debris.
 - The police have observed liquor bottles, drug paraphernalia and make-shift beds and clothing inside the building.
 - o The above listed conditions constitute fire hazards, public safety hazards and public health hazards. Therefore, the Cattle Company Restaurant building, located at 2750 Snelling Avenue, qualifies as a Hazardous Building under Minnesota Statutes 463.15-.23 and the City may require the hazardous conditions be repaired/removed or the building razed through voluntary and/or court action.
 - o The City did notify the property owner on September 29, 2009 of these conditions (which constitute City Code violations) and instructed the owner to abate the violations by November 1, 2009. No corrective actions were initiated by the property owner and the conditions described above remain.

- A status update, including pictures, will be provided at the public hearing.

POLICY OBJECTIVE

The City goals within the Comprehensive Plan are to identify blighted properties and guide them towards revitalization or redevelopment (Goal 3, Page 4-2) and to apply strategies to effectively enforce City codes related to building and property maintenance (Policy 3.3, page 4-2).

FINANCIAL IMPACTS

Abatement:

- A voluntary abatement of the hazardous conditions by the property owner would not result in additional costs to the City.
 - A motion in court for summary enforcement abating hazardous conditions would result in additional legal costs for Roseville because the City's civil attorney does not perform these cases as part of their contract.
 - The initial costs for the work will be paid from existing Community Development funds. Any and all staff, city attorney and actual costs would be charged to the property owner as specified in Minn. Stat. 463.15-.23 and 407.07.B.
 - If the City were to perform an abatement (under the direction of the court) and raze the structure, approximate costs would include:
 - o Demolition costs - \$89,750.00
 - o Legal costs - \$5,000.00
 - o Staff charges - \$4,000.00
- Total - \$98,750.00

STAFF RECOMMENDATION

Approve the attached resolution declaring the Stuart Anderson Restaurant building, located at 2750 Snelling Avenue, a hazardous building under Minnesota's Hazardous Building Law and requiring the property owner to repair/remove the hazardous conditions or raze the building, or, the City will motion for a summary enforcement of the order in Ramsey County District Court.

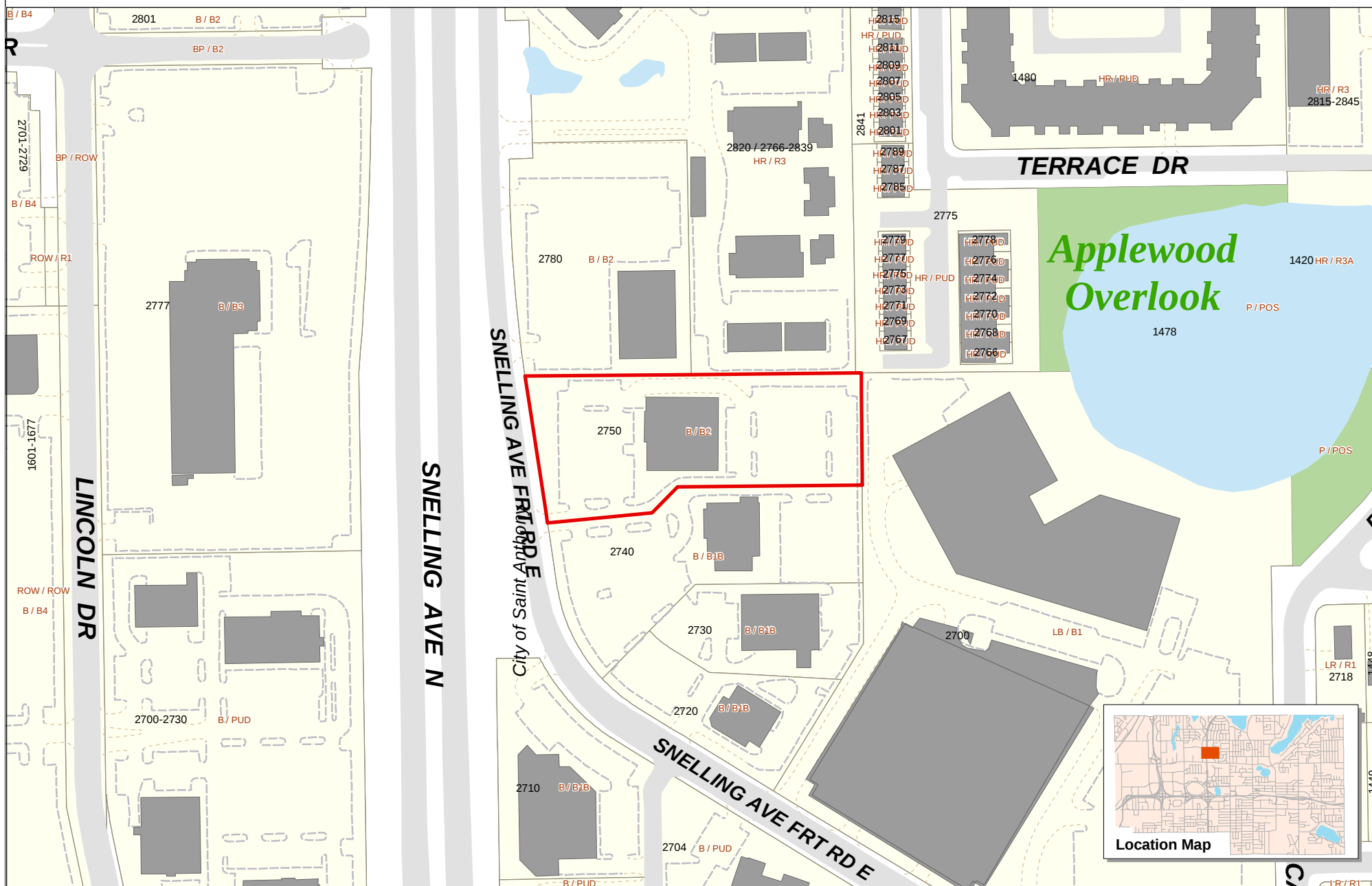
REQUESTED COUNCIL ACTION

Approve the attached resolution declaring the Stuart Anderson Restaurant building, located at 2750 Snelling Avenue, a hazardous building.

Prepared by: Don Munson, Permit Coordinator

Attachments: A: Map of 2750 Snelling Ave
B: Police Report
C: Resolution

Abatement Request at 2750 Snelling Ave N



Prepared by:
Community Development Department
Printed: July 15, 2008



Site Location

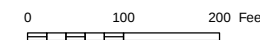
LR / R1 Comp Plan / Zoning
Designations

Data Sources

* Ramsey County GIS Base Map (7/3/2008)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

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



mapdoc: planning_commission_location.mxd

Roseville Police Department

ORIGINAL OFFENSE / INCIDENT REPORT

Complaint Number Reference CN

09029106

Date and Time of Report

11/07/2009 17:04:00

Primary offense:

BURGLARY FORCED ENTRY, NIGHT, COMMERCIAL

Primary MOC:

B2764 BURG 2-UNOCC NRES FRC-N-UNK WEAP-COM THEFT

NARRATIVE

On patrol in the area of the now closed Cattle Company restaurant at 2750 Snelling Avenue when at the rear entrance I observed the 2 X 6's which were screwed into the brick to prevent entry to the rear door had been removed. At closer inspection it appeared the 2 X 6's were removed by some pry tool as the screws which were broken right off at various points at which it attached the blockade to the outer wall. I could easily open the door by reaching a finger into a former pry mark at the top of the door. I radioed for Officers Roth and Olson to assist as they were more familiar with the recent activity at the property.

Inside officers searched and discovered a large amount of the metal from pipes, tables, a safe and other building materials, along with the roof air conditioner units, had been removed and stolen. Officers also observed a number of fires had been set in various areas of the building and appeared persons were staying in the building for warmth and overnight hours with make shift beds. Officer observed numerous liquor bottles and drug paraphernalia at and around these make shift bed areas. Lots of candles were found, abandoned clothes, a bicycle and a large step ladder. Building also has a large amount of visible Black mold growing inside.

It is unknown of the exact times of the burglary or illegal entry and stay in the building, nor was it possible to process the scene. No reported witnesses or suspects at the time of report.

Forward report to investigations and city code department. Information of possible return of suspects passed onto night shifts.

Nothing further.

PUBLIC NARRATIVE

Burglary.

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 7th day of December, 2009, at 6:00 p.m.

The following members were present:

and the following were absent: .

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION ORDERING THE RAZING OF A HAZARDOUS BUILDING
LOCATED AT 2750 SNELLING AVENUE.**

WHEREAS, pursuant to Minn. Stat. 463.15 and 463.261 the City Council of Roseville finds the building located at 2750 Snelling Avenue to be a hazardous building for the following reasons:

- The parking lot storm sewer has a leak that is causing an asphalt section to erode away. Violation of City Code sections 906.05.A&B.
- The structure's doors are boarded over with unpainted/decaying plywood. Violation of City Code Sections 906.05.A&C.
- Vandals removed soffit boards and doors to gain entry. Temporary patches have been placed over holes and doors but permanent repairs have not been completed. Violation of City Code Sections 906.05.A&C.
- Vandals have broken glass, destroyed bathroom fixtures, mirrors, doors, booths, whole walls, etc. Litter and debris are everywhere. Virtually everything inside the building has been damaged or destroyed. It is dangerous to walk through the interior due to the broken glass, sharp protruding objects and scattered debris. Violation of City Code Section 906.05.E.
- Vandals have been removing interior wood paneling and lighting fires inside the building. This is primarily a wooden structure and these interior camp-fires could easily result in a very large fire engulfing the entire structure. A large fire of this type would also threaten to engulf adjacent buildings and businesses. Violation of City Code Sections 906.05.A&E.

- Staff has repeatedly found that vandals and or vagrants have removed door/window boarding and re-entered the building. Staff has repeatedly contracted to have the building re-secured. Violation of City Code Sections 906.05.A&B and 407.03.J.
- Staff recently observed the building open and a small teenager-type bicycle was observed just inside the door, indicating that children have been entering the building. Violation of City Code Sections 906.05.A&B and 407.03.J.
- Numerous bags of garbage are piled and rotting in a storage room with the potential for attracting insects and rodents. This creates a health hazard due to vagrants and children repeatedly entering the building and coming in contact with this debris. Violation of City Code Sections 906.05.A&E.
- The police have observed liquor bottles, drug paraphernalia and make-shift beds and clothing inside the building. Violation of City Code Sections 906.05.A&E and 407.03.J.

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

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

- That pursuant to the foregoing findings and in accordance with Minn. Stat.463.15 and 463.261, the council orders the record owners of the above hazardous building or their representatives to make the following corrections on the property at 2750 Snelling Avenue:
 - o Repair and re-secure all exterior doors, windows and entrances to the building and remove all warped and deteriorated plywood boarding;
 - o Remove all garbage, junk, debris, broken glass, damaged booths and other damaged equipment from the interior of the building and then clean all surfaces;
 - o Repair or remove all damaged building elements such as broken bathroom fixtures, damaged doors, vandalized wall surfaces, loose equipment on the roof, etc;
 - o Repair all life-safety elements such as guardrails and handrails;
 - o Repair the storm-sewer line which is causing a sink-hole in the parking lot;
- That repairs listed above must all be made within 60 days after the order is served upon the property owner. The repairs must be completed in compliance with all applicable codes and ordinances, pursuant to proper permits from the city.
- That if repairs are not made within the time provide above, the building is ordered to be razed, the foundations filled, and the property left free of debris, in compliance with all applicable codes and ordinances, pursuant to proper permits from the city. This must be completed within 30 days after the initial time period provided above has expired.

- That a motion for summary enforcement of the order will be made to the District Court of Ramsey County unless corrective action is taken, or unless an answer is filed within the time specified in Minn. Stat. 463.18, which is 20 days.
- That in accordance with Minn. Stat. 463.24, the owner must remove all personal property and/or fixtures that will reasonably interfere with the work within 30 days. If the property and/or fixtures are not removed and the city enforces this order, the city may sell personal property, fixtures, and/or salvage materials at a public auction after three days posted notice.
- That if the city must take actions to enforce this order all enforcement costs, including attorney fees, will be specially assessed against the property and collected in accordance with Minn. Stat. 463.22, 463.161 and 463.21.
- That the city attorney is authorized to serve this order upon the owner of the premises at 2750 Snelling Avenue and all lien-holders of record.
- That the city attorney is authorized to proceed with the enforcement of this order as provided in Minn. Stat. 463.15 and 463.261.

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

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

and the following voted against the same: none.

WHEREUPON said resolution was declared duly passed and adopted.

REQUEST FOR COUNCIL ACTION

Date: 12/07/09
Item No.: 12.d

Department Approval

City Manager Approval

W. Malinen

Item Description:

Set 2010 City Council Meeting Dates

1 **BACKGROUND**

2 Each year the City Council sets the following year's meeting calendar so that Council and staff
3 can plan their work load and meet statutory requirements.

4

5 **REQUESTED COUNCIL ACTION**

6 Motion to approve the proposed 2010 City Council meeting dates.

Prepared by: Bill Malinen, City Manager

Attachment: A. Proposed Calendar of 2010 Meeting Dates

ROSEVILLE

2010 City Council Meeting Schedule

The Roseville City Council will meet at 6:00 p.m. in the City Council Chambers of Roseville City Hall, 2660 Civic Center Drive, on the following dates:

January

4 *Org Mtg*
11
25

February

8
22

March

8
22
29

April

12
19
26

May

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17
24

June

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14
28

July

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26

August

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16
23

September

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20
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October

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18
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November

8
15
22

December

6
20

William J. Malinen, City Manager

REQUEST FOR COUNCIL ACTION

Date: 12/07/09

Item No.: 12.e

Department Approval

City Manager Approval



Item Description: Approve City Manager's Appointments and Authorize City Manager to enter into Contracts with Firms to provide Civil and Prosecuting Legal Services

BACKGROUND

The City of Roseville retains outside firms or individuals to provide professional services in many areas including: Legal; Appraisal; Planning and Landscape Design; Audit; and Engineering, Architectural and Environmental.

On August 17, 2009 the Roseville City Council approved a Professional Services Policy to ensure consistency, public confidence in process integrity, the best "overall" value and to ensure a regular, consistent review of professional services. On August 24, the Council appointed Mayor Klausing to represent the City Council with the evaluation and interview process for the Civil Attorney services.

Process

Staff worked with Public Works Director Duane Schwartz and Park Project Coordinator Jeff Evenson to write and RFP incorporating previous Legal Services RFPs, the Professional Service Policy and Best Value Procurement Process and Methods. Both Schwartz and Evenson are certified in the best value procurement process, and were consulted regularly to ensure consistency with the Best Overall Value Process. Mayor Klausing and Councilmember Pust also offered input to the RFP.

Through the Best Overall Value Process, firms are thoroughly reviewed in as fair and objective a manner as possible. Some components of the BVP process that are unique and help to retain a very high level of objectivity and consistency include:

- ☐ All electronic communications/transmittals including documents with uniform formats
- ☐ Respondents identified by assigned code – subsequent reviews, ratings and scoring was done anonymously. A central contact is used to maintain total confidentiality of proposers
- ☐ Includes a Schedule of Events – including deadlines for questions pertaining to the process
- ☐ Required attendance at Pre-proposal Meeting to review the process in advance and to answer any questions

☐ Survey of Past Performance by clientele

☐ Evaluation Criteria for background and qualifications and scoring by evaluation teams

☐ Relative rating of proposed fees

All firms received identical information in identical format. The RFP stated the guidelines to submit documentation in such a manner to ensure a fair comparison between proposals. They were also given clear guidelines of what to include in the RFP, including a list of categories of service to be included in the retainer. For the Civil Legal Services, the City required an all inclusive retainer. This provides for a fair comparison of services and costs, ensures budgetary stability, promotes staff confidence and creates an incentive for the firm to help avoid litigation, arbitration, etc. In addition, at the conclusion of the process, the City can negotiate with the selected firm if we choose to change the menu of retainer covered services.

Based on information provided by the respondents, two civil and two prosecuting firms were interviewed.

The Civil Legal Services proposals were reviewed and scored by five management staff. The Prosecuting Legal Services proposals were reviewed and scored by four management staff. Proposals were evaluated and a weighted value assigned for:

Fees (25%)

Past Performance (25%)

Background and Qualifications (20%)

Risk Assessment – Value Added (5%)

Interviews (25%)

Pursuant to MN Statute 412.651, Subd. 3, the City Manager shall appoint the City Attorney(s). The appointment is subject to the approval of the Council.

The firm selected for prosecution services clearly ranked higher in all categories.

Only one for civil legal services respondent included all 23 items that the City required in its retainer.

POLICY OBJECTIVE

To utilize an objective, fair, thoughtful and thorough method of selecting and retaining professional services consistent with the Professional Services Policy.

BUDGET IMPLICATIONS

The proposed fees for Prosecution services will remain unchanged. The proposed fees for the Civil Legal Services will be subject to negotiation, with a maximum “not-to-exceed” expense comparable to current expense levels.

70 **STAFF RECOMMENDATION**

71 Approve the City Manager appointment of with Jensen, Bell, Converse & Erickson, P.A. as City
72 Attorney.

73 Approve the City Manager appointment of with Jensen, Bell, Converse & Erickson, P.A. as City
74 Prosecutor.

75 **REQUESTED COUNCIL ACTION**

76 Approve the City Manager appointment of, and authorize the City Manager to negotiate an
77 acceptable contract for City Attorney services with the law firm of Jensen, Bell, Converse &
78 Erickson, P.A.

79 Approve the City Manager appointment of, and authorize the City Manager to negotiate an
80 acceptable contract for City Prosecution services with the law firm of Jensen, Bell, Converse &
81 Erickson, P.A.

82

Prepared by: William J. Malinen, City Manager
Attachments: A: Professional Services Policy
B: RFP for Civil Legal Services
C: RFP for Prosecution Legal Services

Adopted 8/17/09

CITY OF ROSEVILLE

Professional Services Policy

Background

The City of Roseville retains outside firms or individuals to provide professional services in many areas, including:

1. Legal (Prosecution, Civil, Economic Development, and Bond Counsel)
2. Appraisal
3. Planning and Landscape Design
4. Audit
5. Engineering, Architectural, and Environmental

The City enters into professional services contracts for specific projects or services, for a specific period of time.

Purpose

The City of Roseville has determined that it is good public policy to utilize a method of selecting and retaining professional services in order to:

1. Ensure Citywide consistency in the process of selecting and retaining professional services.
2. Ensure public confidence in process integrity by providing maximum transparency and avoiding long-term relationships that are insulated from the economic market forces of open competition.
3. Ensure that the City obtains the best overall value for its investment when retaining professional services.
4. Ensure a regular, consistent fiscal review of professional services.

Policy

Contracts for professional services shall be for terms of not more than three (3) years. Multi-year contracts shall not be renewed at their expiration, except as a result of a competitive selection process consistent with this policy, unless this requirement is waived by a vote of the City Council.

Multi-year contracts shall include an annual performance review to ensure that the purposes of the contract are being met with reporting of results to the City Council. All contracts shall, by their terms, allow the City to terminate the contract prior to completion if the City determines that the contract does not continue to serve the City's purposes.

Selection of firms shall be through a competitive process, using a "best overall value" approach whenever applicable and appropriate.

All professional services contracts shall be approved by the City Council.

The City Council should be represented in the interviews and evaluation of candidate firms for Civil Attorney services, including the determination of evaluation criteria.

Firms selected to provide professional services to the City of Roseville:

1. Will avoid any conflicts of interest and commit to the principles of the Professional Code of Ethics for their profession and the City of Roseville Code of Ethics for Public Officials.
2. Will conduct their business through designated Roseville City staff as approved by the City Manager.
3. Will not represent any individual or corporation involved in litigation against the City of Roseville.
4. Will comply with all applicable state and federal laws and local ordinances.



REQUEST FOR STATEMENT of QUALIFICATIONS and PROPOSAL

LEGAL SERVICES for CIVIL ATTORNEY

October 2009

City of Roseville
REQUEST FOR STATEMENT OF QUALIFICATIONS and PROPOSAL
LEGAL SERVICES
for
CIVIL ATTORNEY

October 2009

INTRODUCTION

The City is seeking to hire a firm to provide Legal Services for Civil Attorney for a three-year period. This Request for Statement of Qualifications and Proposal describes the qualifications, legal service requirements and the process for selecting the firm to be awarded the contract.

REQUIRED PRE-PROPOSAL MEETING

Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events in the Council Chambers of Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The purpose of the Pre-proposal Meeting is to review the RFP process and will include a question and answer session. Note: Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

INQUIRIES

The person designated below shall be the only contact for all inquiries regarding any aspect of this process and its requirements. Questions will be accepted until the date specified in the Tentative Schedule of Events. All questions or inquiries should be sent via email. Do not contact any other employee or representative regarding this RFP unless specifically indicated or instructed to do so in writing by the designated contact below:

Margaret Driscoll
margaret.driscoll@ci.roseville.mn.us

SUBMITTAL GUIDELINES

Email a pdf of the signed Proposal
Subject: "Statement of Qualifications and Proposal for Legal Services for Civil Attorney" to:
margaret.driscoll@ci.roseville.mn.us

Note - proposal will include:

- o Signed Respondent Proposal (Attachment A)
- o Signed Respondent Offer - Signature and Certification Form (Attachment B)
- o Signed Client Surveys of Past Performance (Attachment C-2)
- o Reference List (Attachment D)
- o Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

Do not submit copies to any other person or location - late proposals will NOT be considered.

PROPOSALS MUST BE RECEIVED BY
3:30 p.m. CST – Thursday, November 12, 2009

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I.
OVERVIEW OF PROCESS
AND GENERAL INSTRUCTIONS

Carefully read the information contained in this RFP and email a complete response to all requirements, specifications and directions.

REQUIRED PRE-PROPOSAL MEETING

- Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events at Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The RFP process will be reviewed followed by a question and answer session. Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

QUESTIONS AND INQUIRIES

- Questions will be answered about the RFP at the Pre-proposal Meeting, and by email to the designated contact for the RFP until the date noted in the Tentative Schedule of Events. Responses to written questions which involve an interpretation or change to this RFP will be issued in writing by addendum and e-mailed to all parties recorded by the City as having received a copy of this RFP and attended the Proposal Meeting. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFP.
- Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

TENTATIVE SCHEDULE OF EVENTS

- Be advised that these dates are subject to change as the City deems necessary.

RFP Issue Date:	October 9
Required Pre-proposal Meeting:	11:00 a.m., October 20
Questions accepted about the RFP until:	October 27
Proposals Due:	3:30 p.m., November 12
Interviews:	November 19 & 20
Council Meeting Date of Award:	December 7

EVALUATION CRITERIA

- The Respondent selected for an award will be the Respondent whose proposal is responsive, responsible and the most advantageous to the City, as determined by the City in its sole discretion. The City intends to award a contract, subject to the terms of this RFP, to the best overall valued firm. Firms will be prioritized based on fees, past performance, interview of the firm, current performance capability, risk assessment and value added, and other criteria as outlined in this document. The City anticipates that all firms will have a fair and reasonable opportunity to provide service.

- Evaluation criteria will be weighed according to the following categories:

CATEGORY	WEIGHT	CRITERIA
Fees	25 %	Proposal (Attachment A)
Past Performance	25 %	Surveys of Past Performance (Attachment C2)
Interview	25 %	
Background and Qualifications	20 %	Background/Qualifications (Attachment E)
Risk Assessment -Value Added	5%	Background/Qualifications (Item #12, Attachment E)

- The City reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the City’s best interest, as determined by the City in its sole discretion.

ISSUANCE OF RFP AND AWARD PROCESS

- Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.

PROPOSAL SUBMISSION

- Email a pdf of the signed Proposal, clearly stating the Subject:
“Statement of Qualifications and Proposal for Legal Services for Civil Attorney” to:

margaret.driscoll@ci.roseville.mn.us

Do not submit proposals to any other person or location by any other method.

Note: Proposal will include:

- o **Signed** Respondent Proposal (Attachment A)
- o **Signed** Respondent Offer - Signature and Certification Form (Attachment B)
- o **Signed** Client Surveys of Past Performance (Attachment C-2)
- o Reference List (Attachment D)
- o Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

**PROPOSALS MUST BE RECEIVED BY
3:30 p.m. CST – Thursday, November 12, 2009**

- **LATE SUBMISSION:** Late submissions will not be considered.
- **UNSIGNED SUBMISSIONS:** The Respondent’s Proposal (Attachment A) and Offer Signature and Certification Form (Attachment B) must be signed by an authorized representative of your company. Unsigned submissions WILL NOT be considered.

OWNERSHIP OF PROPOSAL

- All materials submitted in response to this request become the property of the City and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

RELEASE OF CLAIMS, LIABILITY, AND PREPARATION EXPENSES

- Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

PUBLIC PROPOSAL OPENING

- The City will open the Proposals on the Proposal Due Date and Time indicated. Respondents may attend the proposal opening. Names of the Respondents will be made public at the opening.

DURATION OF RESPONDENT'S OFFER

- The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period specified on the Proposal (Attachment A) and Respondent's Offer – Signature and Certification Form (Attachment B).

ERRORS IN PROPOSALS

- The City shall not be liable for any errors in the Respondent's proposal. No modifications to the proposal shall be accepted from the Respondent after the Submittal Date and Time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

WITHDRAWING PROPOSALS

- Respondents may withdraw their proposal at any time prior to the Submittal Date and Time by submitting a written request to the Contact for RFP Inquiries indicated on the Submittal Guidelines Page (Page 2). The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the Submittal Date and Time. No proposal may be withdrawn after the Submittal Date and Time without approval by the City. Such approval shall be based on the Respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.

ADDENDUMS

- The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.

INTERVIEW

- Finalists will be required to participate in an interview on the date specified in the Tentative Schedule of Events. Each Respondent should be prepared to discuss and substantiate any area of its proposal, its own proposals for the services required, and any other area of interest relevant to its proposal.

RESPONSIBLE PROPOSERS (RESPONDENTS)

- The City reserves the right to award project contracts only to the responsible respondents. Responsible respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible respondent is at the City's sole discretion.

NOTIFICATION OF AWARD

- If the City makes an award as a result of this RFP process, the City will deliver to the selected Respondent a notice of selection. The resulting legal services contract shall consist of (but not limited to):
 - a. The terms, conditions, specifications, and requirements of this RFP and its attachments;
 - b. Any addenda issued by the City pursuant to this RFP;
 - c. All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any interview(s), or meeting(s) with the City;
 - d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal; and
 - e. Annual performance evaluation criteria.

II.
LEGAL SERVICE REQUIREMENTS
CIVIL ATTORNEY

The firm will be expected to perform all requirements listed in this proposal. Following are the minimum requirements to be included in the retainer:

1. Attend all City Council meetings (generally three per month) and other City Board, Commission or Committee meetings as requested by the City Council or City Manager.
2. Draft and review ordinances, resolutions, and correspondence, as requested.
3. Review selected Council and Planning Commission agenda items and minutes.
4. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
5. Prepare and/or review municipal contracts, such as contracts for public improvements, joint powers of agreements, construction, and purchase of equipment.
6. Represent City in matters related to the enforcement of City building and zoning codes.
7. Research and submit legal opinions on municipal or other legal matters, as requested by City Council or City Manager.
8. Meet with the City Council, City Manager, Department Heads and City Staff, as needed, to review Council agenda items, and the status of all legal matters before the City.
9. Hold office hours at City Hall one morning or afternoon each week.
10. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
11. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.
12. Provide advice on open meeting law, data practice, records retention and privacy issues.
13. Represent the City in employment related issues, labor negotiations, Civil Service Commission, arbitration, administrative hearings and in litigation involving same.
14. Interpret, advise and provide training with respect to municipal employment matters including but not limited to PERA, labor agreements, personnel policy, FLSA, Veterans' Preference, and unemployment compensation.

15. At the City's discretion (as well as the discretion of any insurance company providing coverage), represent the City in litigation including, but not limited to, human rights claims; condemnation; permits and administrative actions; and labor and employment matters.
16. At the City's discretion, represent the City in uninsured claims and other insurance matters.
17. In coordination with other attorneys representing the City on a case-by-case or project-by-project basis, review financing arrangements, special assessments, bonds and insurance requirements required by or for City contracts or activities, and interpret and advise the City regarding State land use statutes and regulations and City Code provisions.
18. Represent the City in the acquisition of properties for public improvements, easements, and parks.
19. Represent the City in condemnation proceedings for public improvement projects.
20. Represent the City in workers' compensation matters.
21. Initiate litigation on behalf of City as requested by City Council.
22. Prepare and review the following: Conditional Use Permits and Documentation; Vacation of Rights-of-Way; and other land use approval documents.
23. Issue formal and informal advisory Ethics opinions, and assist the Roseville Ethics Commission, City Council and City Staff in matters related to the City Ethics Code, including providing training.

III.

INSTRUCTIONS AND EXAMPLES

CREATING AND SUBMITTING PAST PERFORMANCE SURVEY

1. All firms must create a list of clients that will evaluate their past performance. This will be referred to as a “Reference List”.
2. The Reference List should include the firm’s past and present clients. Credit will be given to firms with more high performing surveys from different individuals.
3. The maximum number of client references that will be given credit for is twenty-five for each firm. The minimum number client references that will be given credit for is one.
4. The Reference List must include the following:
(If you do not submit all required information, there will be no credit given for the reference.)

SURVEY ID CODE	A unique, City assigned number for each client
CLIENT NAME	Name of the firm
MAILING ADDRESS	Current mailing address of the firm
CONTACT NAME	Name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current e-mail address for person who will answer customer satisfaction questions

The data in the reference list must be complete, accurate and submitted in complete form.
(The format of the file is shown below – See Attachment D)

SURVEY ID CODE City Assigned	CLIENT NAME	MAILING ADDRESS	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
1	City of _____	111 Main Street City State 55555	Ben Johnson	651-111-1111	Cityof@city.com
2	City of _____	222 Main Street Oakdale MN 55222	Sam Brown	651-222-2222	Cityof@city.com
3	City of _____	333 Main Street Stillwater MN 55333	Jim Freed	651-333-3333	Cityof@city.com

The firm is responsible for verifying that their information is accurate prior to submission.

The reference list must contain different clients.

PREPARING THE SURVEYS

- a. After a “Reference List” is completed, the firm will be required to:
 - a. Prepare a Survey of Past Performance for each of their clients (on the reference list)
 - b. Send the Survey to their clients
 - c. Receive the Surveys from their clients
 - d. Submit the completed Surveys with their RFP to the City of Roseville
- b. The Firm should also modify the return information at the bottom of the survey with a contact person and an accurate e-mail address. Remember, the survey will be sent from your client to your firm (so you must enter a valid e-mail address).
- c. All returned surveys MUST be evaluated and signed by the client. If a survey is not signed, it will NOT be counted.
- d. Each firm is responsible for making sure that their clients receive the survey, complete the survey, and return the survey back to the firm.
- e. All of the returned surveys must be packaged together and submitted with your RFP. The scores of the submitted surveys will be used to compile the average Past Performance Information.
- f. The City of Roseville may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.

Attachment A
RESPONDENT PROPOSAL
2010 – 2012 CONTRACT

The firm hereby proposes to provide legal services as specified at the rates shown below. Proposals may not be withdrawn within 90 days after the deadline for submission.

Retainer:	Per Year
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

Non-Retainer	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

Paralegal/Law Clerk	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

Other Fees Charged:

Retainer and Non-Retainer Billing Practices:

Percentage of an hour billed: _____%

Percentage of an hour charged for a phone call where only voicemail is left: _____%

Typical percentage of an hour charged for a three minute phone call: _____%

Process for challenging bills:

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Firm:

Contact:

Telephone:

E-mail:

Address:

City/State/Zip:

Authorized Signature

X_____ Date _____

Name and Title:

Attachment B

RESPONDENT OFFER – SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the services described herein at the prices quoted in the Respondent's Proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Respondent also certifies:

1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable firm engaged in providing legal services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts all terms and conditions of this RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
7. It shall be bound by all statements, representations, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Authorized Signature: **X**

Name (type or print):

Title (type or print):

Date:

Attachment C-1
GUIDE TO PREPARING
REFERENCE LIST
and
SURVEY of PAST PERFORMANCE
FORMS

OVERVIEW

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. This information will be used to assist the City in selecting the best overall valued firm for Civil Attorney.

To assist the City in identifying the highest past performance of a firm, the following process will be used:

1. The firm will prepare a Reference List of clients that will be sent a Survey of Past Performance.
2. The firm will prepare Surveys of Past Performance and send to their past and present clients.
3. The clients will complete the Survey of Past Performance and send back to the firm.
4. The firm will compile all of the Surveys of Past Performance and submit the surveys and Reference List with their RFP.
5. The ratings will then be averaged together to obtain the firm's past performance rating.

Attachment C-2
SURVEY of PAST PERFORMANCE

To: _____ Survey ID Code: _____
(Client) (Name of person completing survey) (City Assigned)

Phone: _____ Email: _____

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Subject: Past Performance of: _____
(Name of Firm)

(Name of Individuals)

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. The firm/individual listed above has listed you as a client for whom they have provided legal service. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please write "not applicable."

	CRITERIA	OVERALL RATING (1-10)
1.	Analysis - o Critical issues are typically and appropriately identified. - o Questions are clearly answered. - o The analysis identifies other related issues implicated in the question asked, even if not directly identified by the original request for advice.	
2.	Advice - o Advice is practical and not merely theoretical. - o Advice is politically astute. - o Advice is legally accurate, as evidenced by it being upheld by the Courts upon challenge. - o Advice is proactive – it identifies City issues in Code interpretation and/or missing authority.	
3.	Written Product - o Product is easily read. - o Issues are correctly identified and the answers are easily discerned from the letter/opinion. - o The length of the response is appropriate to the question asked.	
4.	Timeliness of Response o Responses are provided to meet client needs.	

CRITERIA

OVERALL RATING (1-10)

- | | | |
|-----|---|--|
| 5. | Cost of Retainer Work <ul style="list-style-type: none">o Monthly billings are received against the retainer.o Billings appropriately reflect what was done and by whom.o Billed amounts are appropriate for the complexity of the task.o Billings do not show charges for more than one attorney at meetings or doing research on the same topic.o The Attorney provides savings to the client by sharing its advice generated for another client. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 6. | Cost of Non-Retainer Work <ul style="list-style-type: none">o Cost is appropriate to the product.o There is an appropriate use of lower rate associates.o Monthly non-retainer billings appropriately reflect what was done and by whom.o Billed amounts are appropriate for the complexity of the task.o Billings do not show charges for more than one attorney at meetings or doing research on the same topic.o The Attorney provides savings to the client by sharing its advice generated for another client. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 7. | Attitude <ul style="list-style-type: none">o There is team spirit attitude.o There is a willingness to meet short timelines without complaint.o The firm establishes and maintains an image of the City to the community that represents service, vitality and professionalism. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 8. | Public Presence <ul style="list-style-type: none">o Participation in meetings with outsiders is handled properly.o Demeanor and persona at Council/Commission meetings is proper.o The amount of participation at Council/Commission meetings is appropriate and within levels of expectation.o Advice in meetings stays within the bounds of legal advice and does not stray into policy matters. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 9. | Relationship with City Staff <ul style="list-style-type: none">o There is effective communication, both verbal and written with City Staff.o The firm maintains availability.o The firm organizes materials for presentations, either verbally or written, in the most concise, clear and comprehensive manner possible. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 10. | Intergovernmental Relations <ul style="list-style-type: none">o There is awareness of developments and plans of other jurisdictions that may relate to or affect City government.o The City Attorney maintains knowledge of new federal and state laws and proposed legislation in relation to City services, and assists with development of city policies in response to such changes. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |

Authorized Signature: X

Date:

Please return this survey to:

Please return by:

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Attachment D
REFERENCE LIST

SURVEY ID CODE City Assigned	CLIENT NAME	MAILING ADDRESS	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS

Attachment E
FIRM BACKGROUND AND QUALIFICATIONS

1. Number of attorneys, including number of partners and associates and areas of specialty:

2. Support personnel - number and expertise:

3. Current office operating system, PC or Mac?

Maximum size of email attachments accepted?

If a legal document such as a Memorandum of Understanding is modified during the course of council discussion. What would you do to provide a revised document to members before the Council votes on the revised document?

4. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board:

5. Total of 2008 billings for municipal work as a percentage of total 2008 billings:

6. Description of malpractice/liability insurance coverage:
Note: Copy of Certificate (\$1M minimum) required with RFP

Carrier

Limits

Exemptions

7. Background information of the specific attorney who will serve as the lead attorney and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

8. Background information of the attorney who will serve in the lead attorney's absence and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

9. Current responsibilities of person designated to serve as lead attorney:
10. Do any of your current clients present a Conflict of Interest?
11. Description of firm's view of their responsibilities to the City in the provision of legal services:

12. Risk Assessment-Value Added (RAVA) Plan

The RAVA Plan provides the firm with an opportunity to provide information that justifies not awarding to the firm with the lowest proposal.

Explain how the firm will avoid or minimize risks:

Propose any contract options that could increase the value (expectation or quality) of firm's proposal:

Attachment F

CONTRACT TERMS and CONDITIONS

The following clauses will be included in any contract between the City of Roseville and the firm that has been chosen to provide legal services described herein and in the firm's proposal. Firms shall clearly identify any proposed deviations from these Contract Terms and Conditions in their proposal response:

- **CONTRACT LENGTH**

This contract shall be effective from January 2010 through December 2012. This contract may be canceled by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes. In the event of termination of the contract, there shall be no further obligation on the part of the City to the firm save and except for payment of sums due and owing for expenses and work incurred by the firm to the date of termination as set forth in this agreement.

- **INDEMNIFICATION**

The firm shall defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the firm's (including its officials, agents) performance of the duties required under the contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or misconduct of the firm.

- **INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor's as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. The firm and its staff are to be and shall remain an independent contractor with respect to all services performed under this contract. The contractor represents that it has or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the firm or other persons while engaged in the performance of any work or services required by the firm under this contract shall have no contractual relationship with the City and shall not be considered employees of the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation, claims of discrimination against the firm, its officers, agents, contractors, or employees shall in no way be the responsibility of the City; and the firm shall defend, indemnify, and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability, severance pay, and PERA.

- **LAWS**

During the performance of this contract the firm will be governed by all laws of the State of Minnesota and will comply with all applicable local, state, and federal laws, rules, and regulations, including but not limited to:

- o Non-Discrimination
- o Human Rights
- o ADA
- o Data Practices

- **SUBLET/ASSIGN**

The contract shall not be assignable except at the written consent of the City.

- **MEDIATION**

The City and the firm agree to submit all claims, disputes, and other matters in question between the parties arising out of or relating to this contract to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

- **TERMINATION**

The contract may be terminated by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes.



REQUEST FOR STATEMENT of QUALIFICATIONS and PROPOSAL

LEGAL SERVICES
for
PROSECUTING ATTORNEY

October 2009

City of Roseville
REQUEST FOR STATEMENT OF QUALIFICATIONS and PROPOSAL
LEGAL SERVICES
for
PROSECUTING ATTORNEY

October 2009

INTRODUCTION

The City is seeking to hire a firm to provide Legal Services for Prosecuting Attorney for a three-year period. This Request for Statement of Qualifications and Proposal describes the qualifications, legal service requirements and the process for selecting the firm to be awarded the contract.

REQUIRED PRE-PROPOSAL MEETING

Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events in the Council Chambers of Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The purpose of the Pre-proposal Meeting is to review the RFP process and will include a question and answer session. Note: Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

INQUIRIES

The person designated below shall be the only contact for all inquiries regarding any aspect of this process and its requirements. Questions will be accepted until the date specified in the Tentative Schedule of Events. All questions or inquiries should be sent via email. Do not contact any other employee or representative regarding this RFP unless specifically indicated or instructed to do so in writing by the designated contact below:

Margaret Driscoll
margaret.driscoll@ci.roseville.mn.us

SUBMITTAL GUIDELINES

Email a pdf of the signed Proposal
Subject: "Statement of Qualifications and Proposal for Legal Services for Prosecuting Attorney" to:
margaret.driscoll@ci.roseville.mn.us

Note - proposal will include:

- o Signed Respondent Proposal (Attachment A)
- o Signed Respondent Offer - Signature and Certification Form (Attachment B)
- o Signed Client Surveys of Past Performance (Attachment C-2)
- o Reference List (Attachment D)
- o Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

Do not submit copies to any other person or location - late proposals will NOT be considered.

**PROPOSALS MUST BE RECEIVED BY
4:00 p.m. CST – Thursday, November 12, 2009**

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I.
OVERVIEW OF PROCESS
AND GENERAL INSTRUCTIONS

Carefully read the information contained in this RFP and email a complete response to all requirements, specifications and directions.

REQUIRED PRE-PROPOSAL MEETING

- Respondents are required to attend a Pre-proposal Meeting on the date noted in the Tentative Schedule of Events at Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota. The RFP process will be reviewed followed by a question and answer session. Respondents will be asked to sign a consent form for disclosure of respondent information at this meeting.

QUESTIONS AND INQUIRIES

- Questions will be answered about the RFP at the Pre-proposal Meeting, and by email to the designated contact for the RFP until the date noted in the Tentative Schedule of Events. Responses to written questions which involve an interpretation or change to this RFP will be issued in writing by addendum and e-mailed to all parties recorded by the City as having received a copy of this RFP and attended the Proposal Meeting. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFP.
- Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

TENTATIVE SCHEDULE OF EVENTS

- Be advised that these dates are subject to change as the City deems necessary.

RFP Issue Date:	October 9
Required Pre-proposal Meeting:	1:00 p.m., October 20
Questions accepted about the RFP until:	October 27
Proposals Due:	4:00 p.m., November 12
Interviews:	November 19 & 20
Council Meeting Date of Award:	December 7

EVALUATION CRITERIA

- The Respondent selected for an award will be the Respondent whose proposal is responsive, responsible and the most advantageous to the City, as determined by the City in its sole discretion. The City intends to award a contract, subject to the terms of this RFP, to the best overall valued firm. Firms will be prioritized based on fees, past performance, interview of the firm, current performance capability, risk assessment and value added, and other criteria as outlined in this document. The City anticipates that all firms will have a fair and reasonable opportunity to provide service.

- Evaluation criteria will be weighed according to the following categories:

CATEGORY	WEIGHT	CRITERIA
Fees	25 %	Proposal (Attachment A)
Past Performance	25 %	Surveys of Past Performance (Attachment C2)
Interview	25 %	
Background and Qualifications	20 %	Background/Qualifications (Attachment E)
Risk Assessment -Value Added	5%	Background/Qualifications (Item #12, Attachment E)

- The City reserves the right to add/delete/modify criteria or times, via an addendum, if it is in the City’s best interest, as determined by the City in its sole discretion.

ISSUANCE OF RFP AND AWARD PROCESS

- Issuance of this RFP does not compel the City to award a contract. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or to re-solicit proposals or to temporarily or permanently abandon the procurement.

PROPOSAL SUBMISSION

- Email a pdf of the signed Proposal, clearly stating the Subject:
“Statement of Qualifications and Proposal for Legal Services for Prosecuting Attorney”
to:

margaret.driscoll@ci.roseville.mn.us

Do not submit proposals to any other person or location by any other method.

Note: Proposal will include:

- o **Signed** Respondent Proposal (Attachment A)
- o **Signed** Respondent Offer - Signature and Certification Form (Attachment B)
- o **Signed** Client Surveys of Past Performance (Attachment C-2)
- o Reference List (Attachment D)
- o Copy of \$1M (minimum) Malpractice/Liability Insurance Coverage Certificate

**PROPOSALS MUST BE RECEIVED BY
4:00 p.m. CST – Thursday, November 12, 2009**

- **LATE SUBMISSION:** Late submissions will not be considered.
- **UNSIGNED SUBMISSIONS:** The Respondent’s Proposal (Attachment A) and Offer Signature and Certification Form (Attachment B) must be signed by an authorized representative of your company. Unsigned submissions WILL NOT be considered.

OWNERSHIP OF PROPOSAL

- All materials submitted in response to this request become the property of the City and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

RELEASE OF CLAIMS, LIABILITY, AND PREPARATION EXPENSES

- Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs, or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

PUBLIC PROPOSAL OPENING

- The City will open the Proposals on the Proposal Due Date and Time indicated. Respondents may attend the proposal opening. Names of the Respondents will be made public at the opening.

DURATION OF RESPONDENT'S OFFER

- The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period specified on the Proposal (Attachment A) and Respondent's Offer – Signature and Certification Form (Attachment B).

ERRORS IN PROPOSALS

- The City shall not be liable for any errors in the Respondent's proposal. No modifications to the proposal shall be accepted from the Respondent after the Submittal Date and Time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete. Respondents are responsible for all errors or omissions contained in their proposals.

WITHDRAWING PROPOSALS

- Respondents may withdraw their proposal at any time prior to the Submittal Date and Time by submitting a written request to the Contact for RFP Inquiries indicated on the Submittal Guidelines Page (Page 2). The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the Submittal Date and Time. No proposal may be withdrawn after the Submittal Date and Time without approval by the City. Such approval shall be based on the Respondent's submittal, in writing, of a reason acceptable to the City in its sole discretion.

ADDENDUMS

- The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.

INTERVIEW

- Finalists will be required to participate in an interview on the date specified in the Tentative Schedule of Events. Each Respondent should be prepared to discuss and substantiate any area of its proposal, its own proposals for the services required, and any other area of interest relevant to its proposal.

RESPONSIBLE PROPOSERS (RESPONDENTS)

- The City reserves the right to award project contracts only to the responsible respondents. Responsible respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible respondent is at the City's sole discretion.

NOTIFICATION OF AWARD

- If the City makes an award as a result of this RFP process, the City will deliver to the selected Respondent a notice of selection. The resulting legal services contract shall consist of (but not limited to):
 - a. The terms, conditions, specifications, and requirements of this RFP and its attachments;
 - b. Any addenda issued by the City pursuant to this RFP;
 - c. All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any interview(s), or meeting(s) with the City;
 - d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal; and
 - e. Annual performance evaluation criteria.

II.
LEGAL SERVICE REQUIREMENTS
PROSECUTING ATTORNEY

The firm will be expected to perform all requirements listed in this proposal. Following are the minimum requirements to be included in the retainer:

1. Represent and prosecute all criminal law matters within the City's jurisdiction, included but not limited to scheduling, coordinating officer appearances, reviewing all criminal cases presented for purposes of prosecution, determine technical compliance with criminal code and other state statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate.
2. Act as a resource to the Police Department in the development of criminal cases and provide training sessions for Police staff as needed.
3. Timely preparation and pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.
4. Process and present forfeiture cases on behalf of Police Department.
5. Draft and review ordinances, resolutions, and correspondence, as requested.
6. Advise Mayor, Council Members, City Manager, Department Heads and other staff on City legal matters.
7. Represent City in matters related to the enforcement of City building and zoning codes.
8. Provide legal briefings as requested to City Council and Staff regarding new or proposed legislation or new court cases affecting municipal operations and activities.
9. Upon request, provide written update on new State or Federal legislation or judicial decisions impacting the City and suggested action or changes in operations or procedures to assure compliance.

III.

INSTRUCTIONS AND EXAMPLES

CREATING AND SUBMITTING PAST PERFORMANCE SURVEY

1. All firms must create a list of clients that will evaluate their past performance. This will be referred to as a “Reference List”.
2. The Reference List should include the firm’s past and present clients. Credit will be given to firms with more high performing surveys from different individuals.
3. The maximum number of client references that will be given credit for is twenty-five for each firm. The minimum number client references that will be given credit for is one.
4. The Reference List must include the following:
(If you do not submit all required information, there will be no credit given for the reference.)

SURVEY ID CODE	A unique, City assigned number for each client
CLIENT NAME	Name of the firm
MAILING ADDRESS	Current mailing address of the firm
CONTACT NAME	Name of the person who will answer customer satisfaction questions
PHONE NUMBER	Current phone number for the reference (including area code)
EMAIL ADDRESS	Current e-mail address for person who will answer customer satisfaction questions

The data in the reference list must be complete, accurate and submitted in complete form.
(The format of the file is shown below – See Attachment D)

SURVEY ID CODE City Assigned	CLIENT NAME	MAILING ADDRESS	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
1	City of _____	111 Main Street City State 55555	Ben Johnson	651-111-1111	Cityof@city.com
2	City of _____	222 Main Street Oakdale MN 55222	Sam Brown	651-222-2222	Cityof@city.com
3	City of _____	333 Main Street Stillwater MN 55333	Jim Freed	651-333-3333	Cityof@city.com

The firm is responsible for verifying that their information is accurate prior to submission.

The reference list must contain different clients.

PREPARING THE SURVEYS

- a. After a “Reference List” is completed, the firm will be required to:
 - a. Prepare a Survey of Past Performance for each of their clients (on the reference list)
 - b. Send the Survey to their clients
 - c. Receive the Surveys from their clients
 - d. Submit the completed Surveys with their RFP to the City of Roseville
- b. The Firm should also modify the return information at the bottom of the survey with a contact person and an accurate e-mail address. Remember, the survey will be sent from your client to your firm (so you must enter a valid e-mail address).
- c. All returned surveys MUST be evaluated and signed by the client. If a survey is not signed, it will NOT be counted.
- d. Each firm is responsible for making sure that their clients receive the survey, complete the survey, and return the survey back to the firm.
- e. All of the returned surveys must be packaged together and submitted with your RFP. The scores of the submitted surveys will be used to compile the average Past Performance Information.
- f. The City of Roseville may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference.

Attachment A
RESPONDENT PROPOSAL
2010 – 2012 CONTRACT

The firm hereby proposes to provide legal services as specified at the rates shown below. Proposals may not be withdrawn within 90 days after the deadline for submission.

Retainer:	Per Year
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

Non-Retainer	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

Paralegal/Law Clerk	Per Hour
Months 1-12	\$
Months 13-24	\$
Months 25-36	\$

Other Fees Charged:

Retainer and Non-Retainer Billing Practices:

Percentage of an hour billed: _____%

Percentage of an hour charged for a phone call where only voicemail is left: _____%

Typical percentage of an hour charged for a three minute phone call: _____%

Process for challenging bills:

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Firm:

Contact:

Telephone:

E-mail:

Address:

City/State/Zip:

Authorized Signature

X_____ Date _____

Name and Title:

Attachment B

RESPONDENT OFFER – SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the services described herein at the prices quoted in the Respondent's Proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Respondent also certifies:

1. Its proposal is a valid and irrevocable offer for the City's acceptance for a minimum of 90 days from the Submittal Date and Time shown in the Submittal Guidelines (Page 2) of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable firm engaged in providing legal services necessary to meet the requirements, specifications, and terms and conditions of this RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, and accepts all terms and conditions of this RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances.
5. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. The Respondent acknowledges that the City will rely on such statements, information, and representations in selecting the successful Respondent.
6. It is not currently debarred or suspended from doing business with the Federal Government, the State of Minnesota, the City of Roseville, or any of their respective agencies.
7. It shall be bound by all statements, representations, and guarantees made in its proposal, including but not limited to, representations as to performance, and financial terms.
8. Submission of a proposal indicates the Respondent's recognition that some subjective judgments may be made by the City as part of the evaluation.

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Authorized Signature: **X**

Name (type or print):

Title (type or print):

Date:

Attachment C-1
GUIDE TO PREPARING
REFERENCE LIST
and
SURVEY of PAST PERFORMANCE
FORMS

OVERVIEW

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. This information will be used to assist the City in selecting the best overall valued firm for Prosecuting Attorney.

To assist the City in identifying the highest past performance of a firm, the following process will be used:

1. The firm will prepare a Reference List of clients that will be sent a Survey of Past Performance.
2. The firm will prepare Surveys of Past Performance and send to their past and present clients.
3. The clients will complete the Survey of Past Performance and send back to the firm.
4. The firm will compile all of the Surveys of Past Performance and submit the surveys and Reference List with their RFP.
5. The ratings will then be averaged together to obtain the firm's past performance rating.

Attachment C-2
SURVEY of PAST PERFORMANCE

To: _____ Survey ID Code: _____
(Client) (Name of person completing survey) (City Assigned)

Phone: _____ Email: _____

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Subject: Past Performance of: _____
(Name of Firm)

(Name of Individuals)

The City of Roseville is implementing a process for Request for Proposals that collects past performance of firms and their key personnel. The firm/individual listed above has listed you as a client for whom they have provided legal service. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, please write "not applicable."

	CRITERIA	OVERALL RATING (1-10)
1.	Analysis - o Critical issues are typically and appropriately identified. - o Questions are clearly answered. - o The analysis identifies other related issues implicated in the question asked, even if not directly identified by the original request for advice.	
2.	Advice - o Advice is practical and not merely theoretical. - o Advice is politically astute. - o Advice is legally accurate, as evidenced by it being upheld by the Courts upon challenge. - o Advice is proactive – it identifies City issues in Code interpretation and/or missing authority.	
3.	Written Product - o Product is easily read. - o Issues are correctly identified and the answers are easily discerned from the letter/opinion. - o The length of the response is appropriate to the question asked.	
4.	Timeliness of Response o Responses are provided to meet client needs.	

CRITERIA

OVERALL RATING (1-10)

- | | | |
|-----|---|--|
| 5. | Cost of Retainer Work <ul style="list-style-type: none">o Monthly billings are received against the retainer.o Billings appropriately reflect what was done and by whom.o Billed amounts are appropriate for the complexity of the task.o Billings do not show charges for more than one attorney at meetings or doing research on the same topic.o The Attorney provides savings to the client by sharing its advice generated for another client. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 6. | Cost of Non-Retainer Work <ul style="list-style-type: none">o Cost is appropriate to the product.o There is an appropriate use of lower rate associates.o Monthly non-retainer billings appropriately reflect what was done and by whom.o Billed amounts are appropriate for the complexity of the task.o Billings do not show charges for more than one attorney at meetings or doing research on the same topic.o The Attorney provides savings to the client by sharing its advice generated for another client. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 7. | Attitude <ul style="list-style-type: none">o There is team spirit attitude.o There is a willingness to meet short timelines without complaint.o The firm establishes and maintains an image of the City to the community that represents service, vitality and professionalism. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 8. | Public Presence <ul style="list-style-type: none">o Participation in meetings with outsiders is handled properly.o Demeanor and persona at Council/Commission meetings is proper.o The amount of participation at Council/Commission meetings is appropriate and within levels of expectation.o Advice in meetings stays within the bounds of legal advice and does not stray into policy matters. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 9. | Relationship with City Staff <ul style="list-style-type: none">o There is effective communication, both verbal and written with City Staff.o The firm maintains availability.o The firm organizes materials for presentations, either verbally or written, in the most concise, clear and comprehensive manner possible. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |
| 10. | Intergovernmental Relations <ul style="list-style-type: none">o There is awareness of developments and plans of other jurisdictions that may relate to or affect City government.o The City Attorney maintains knowledge of new federal and state laws and proposed legislation in relation to City services, and assists with development of city policies in response to such changes. | <div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div> |

Authorized Signature: X

Date:

Please return this survey to:

Please return by:

Shaded area will be redacted and replaced with a Respondent identification code prior to evaluation.

Attachment D
REFERENCE LIST

SURVEY ID CODE City Assigned	CLIENT NAME	MAILING ADDRESS	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS

Attachment E
FIRM BACKGROUND AND QUALIFICATIONS

1. Number of attorneys, including number of partners and associates and areas of specialty:

2. Support personnel - number and expertise:

3. Current office operating system, PC or Mac?

Maximum size of email attachments accepted?

If a legal document such as a Memorandum of Understanding is modified during the course of council discussion. What would you do to provide a revised document to members before the Council votes on the revised document?

4. Statement of any malpractice claims and/or ethics complaints taken against your firm or firm's attorney(s) over the last five years and the status or outcomes of such action. Indicate whether any action is pending or is currently under review by the State Ethics Board:

5. Total of 2008 billings for municipal work as a percentage of total 2008 billings:

6. Description of malpractice/liability insurance coverage:
Note: Copy of Certificate (\$1M minimum) required with RFP

Carrier

Limits

Exemptions

7. Background information of the specific attorney who will serve as the lead attorney and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

8. Background information of the attorney who will serve in the lead attorney's absence and provide information as requested.

Academic training and degrees:

Description of background and experience:

Description of prior municipal experience including cities served in a similar capacity:

List of litigation in communities where designated attorney served as lead attorney and outcomes of litigation:

9. Current responsibilities of person designated to serve as lead attorney:
10. Do any of your current clients present a Conflict of Interest?
11. Description of firm's view of their responsibilities to the City in the provision of legal services:

12. Risk Assessment-Value Added (RAVA) Plan

The RAVA Plan provides the firm with an opportunity to provide information that justifies not awarding to the firm with the lowest proposal.

Explain how the firm will avoid or minimize risks:

Propose any contract options that could increase the value (expectation or quality) of firm's proposal:

Attachment F

CONTRACT TERMS and CONDITIONS

The following clauses will be included in any contract between the City of Roseville and the firm that has been chosen to provide legal services described herein and in the firm's proposal. Firms shall clearly identify any proposed deviations from these Contract Terms and Conditions in their proposal response:

- **CONTRACT LENGTH**

This contract shall be effective from January 2010 through December 2012. This contract may be canceled by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes. In the event of termination of the contract, there shall be no further obligation on the part of the City to the firm save and except for payment of sums due and owing for expenses and work incurred by the firm to the date of termination as set forth in this agreement.

- **INDEMNIFICATION**

The firm shall defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the firm's (including its officials, agents) performance of the duties required under the contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or misconduct of the firm.

- **INDEPENDENT CONTRACTOR**

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the contractor's as the agents, representatives, or employees of the City for any purpose or in any manner whatsoever. The firm and its staff are to be and shall remain an independent contractor with respect to all services performed under this contract. The contractor represents that it has or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the firm or other persons while engaged in the performance of any work or services required by the firm under this contract shall have no contractual relationship with the City and shall not be considered employees of the City. Any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including without limitation, claims of discrimination against the firm, its officers, agents, contractors, or employees shall in no way be the responsibility of the City; and the firm shall defend, indemnify, and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the City including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability, severance pay, and PERA.

- **LAWS**

During the performance of this contract the firm will be governed by all laws of the State of Minnesota and will comply with all applicable local, state, and federal laws, rules, and regulations, including but not limited to:

- o Non-Discrimination
- o Human Rights
- o ADA
- o Data Practices

- **SUBLET/ASSIGN**

The contract shall not be assignable except at the written consent of the City.

- **MEDIATION**

The City and the firm agree to submit all claims, disputes, and other matters in question between the parties arising out of or relating to this contract to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

- **TERMINATION**

The contract may be terminated by the City prior to completion if the City determines that the contract does not continue to serve the City's purposes.