

Mayor:
Dan Roe



Address:
2660 Civic Center Dr.
Roseville, MN 55113

Councilmembers:
Jason Etten
Wayne
Groff
Lisa Laliberte
Robert Willmus

City Council Agenda
Monday, November , 4, 2019
City Council Chambers

Phone:
651-792-7000

Website:
www.cityofroseville.com

1. 6:35 P.M. Roll Call
Voting & Seating Order: Willmus, Laliberte, Groff, Etten, and Roe
2. 6:36 P.M. Pledge of Allegiance
3. 6:37 P.M. Approve Agenda
4. 6:38 P.M. Public Comment
5. Recognitions and Donations
6. 6:43 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:45 P.M. Public Hearing Issuance of bonds for Dominionium
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
 - 7.B. 6:55 P.M. Consider Adopting the 2020 Utility Rate Adjustments
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
 - 7.C. 7:25 P.M. Consider Adoption of the 2020 Fee Schedule
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
 - 7.D. 7:40 P.M. Receive Strategic Communication Plan
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
 - 7.E. 8:10 P.M. Consider Adoption of 2020 City Council and Economic Development Authority Calendar
Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 7.F. 8:20 P.M. Consider a Request to Perform an Abatement for Unresolved Violations of City Code at 548 Shryer Avenue.

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 7.G. 8:30 P.M. Consider a Request to Perform an Abatement for Unresolved Violations of City Code at 2051 William Street.

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 7.H. 8:40 P.M. Consider a Request to Perform an Abatement for Unresolved Violations of City Code at 2970 Mildred Dr N.

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

8. 8:50 P.M. Approval of City Council Minutes

9. 8:55 P.M. Approve Consent Agenda

- 9.A. AP-Approval of Payments

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 9.B. Approve 1 Precious Metal Dealer License

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

- 9.C. Approve General Purchases and Sale of Surplus items in excess of \$5,000

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 9.D. Certify Unpaid Utility and Other Charges to the Property Tax Rolls

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

- 9.E. Accept Roseville Police Foundation Donation

Documents:

[REQUEST FOR COUNCIL ACTION.PDF](#)

9.F. Accept Donation from Jay Green for a future sidewalk on Rice Street

Documents:

[REQUEST FOR COUNCIL ACTION.PDF](#)

9.G. Appoint Youth Representative to the Public Works, Environment and Transportation Commission

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.a

Department Approval



City Manager Approval

Item Description: Public Hearing to Authorize the Issuance, Sale, and Delivery of Multifamily Housing Revenue Note for Twin Lakes Family Apartments Project

BACKGROUND

At the July 15, 2019 City Council meeting, the Council adopted resolutions setting a public hearing and provided preliminary approval to the issuance of tax-exempt bonds on behalf of Roseville Leased Housing Associates I, LLLP (Dominium). This was done in order to allow for Dominium to apply for \$48,000,000 in Tax Exempt Bonds due August 1, 2019 to the Minnesota Department of Management and Budget. Dominium was awarded partial funding for the family housing project in the amount of \$4,346,852. At this time in order to reserve this amount of bonds awarded the City needs to authorize the issuance, sale and delivery of the multifamily housing revenue note and hold a public hearing. The developer will be submitting for the additional amount of bonds needed to finance the development in January 2020.

The purpose of the public hearing is to allow for public comment on the proceeds to be expended. No special action is required by Council at the hearing. The process entails opening a public hearing, allowing for public comment (if any), and closing the public hearing.

When issued, the bonds themselves are considered conduit (pass-through) debt and do not constitute a legal or moral obligation in any way to the City. The City is merely lending our bonding authority on behalf of the developer to build affordable housing. The actual financing is secured through another lender. The following portion of the Twin Lakes Station project is what the City Council is assisting with:

- Twin Lakes Family Apartment Project: construction of an approximately 292,698 square-foot rentable apartment community that will consist of an approximately 228-unit multifamily housing development for low- and moderate-income households, expected to be known as Twin Lakes Family Apartments, located at 1717 and 1743 County Road C West, in Roseville.

• Daniel Burns from Briggs and Morgan will be at the meeting to address any questions the Council may have.

Financial Implications

Pass-through financings such as these typically result in only nominal administrative costs to the City. The borrower incurs all of the costs for preparation of the necessary documents and the sale of the bonds. They also pay for the legal review conducted by the City's bond counsel. To offset these administrative costs and in recognition of the value associated with the City's bonding authority, the City will be collecting 1% of the amount financed at this time. This is outlined in Section II-8 of the City's Conduit Debt Financing Policy.

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STAFF RECOMMENDATION

Staff recommends adopting the attached resolution authorizing the issuance, sale and delivery of multifamily housing revenue note for Twin Lake Family Apartments on behalf of Roseville Leased Housing Associates I LLLP.

REQUESTED COUNCIL ACTION

Adopt the attached resolution authorizing the issuance, sale and delivery of multifamily housing revenue note for Twin Lake Family Apartments on behalf of Roseville Leased Housing Associates I, LLLP.

- Prepared by: Jason Schirmacher, Interim Finance Director, 651-792-7032
Attachments: A: Resolution authorizing the issuance, sale, and delivery of Multifamily Housing Revenue Note
B: Loan Agreement
C: Pledge Agreement
D: Disbursement Agreement
E: Regulatory Agreement
F: Form of Note

1 **EXTRACT OF MINUTES OF MEETING**
2 **OF THE**
3 **CITY COUNCIL OF THE CITY OF ROSEVILLE**

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5 * * * * *
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7 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of
8 Roseville, County of Ramsey, Minnesota was duly held on the 4th day of November 2019, at 6:00
9 p.m.

10
11 The following members were present: , , , and Mayor .
12 and the following were absent: .
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14 Member introduced the following resolution and moved its adoption:
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16

17 **RESOLUTION No.**

18 **AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF A MULTIFAMILY**
19 **HOUSING REVENUE NOTE RELATING TO THE TWIN LAKES FAMILY APARTMENTS**
20 **PROJECT PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C; APPROVING THE**
21 **FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE**
22 **AND RELATED DOCUMENTS; PROVIDING FOR THE SECURITY, RIGHTS, AND**
23 **REMEDIES WITH RESPECT TO THE NOTE; AND GRANTING APPROVAL FOR**
24 **CERTAIN OTHER ACTIONS WITH RESPECT THERETO**

25 WHEREAS, the City of Roseville, Minnesota (the "City"), is a municipal corporation duly
26 organized and existing under the Constitution and laws of the State of Minnesota; and

27 WHEREAS, pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act"), the
28 City is authorized to carry out the public purposes described in the Act by issuing revenue bonds
29 or other obligations to finance or refinance multifamily housing developments located within the
30 City and, as a condition to the issuance of such revenue bonds, adopt a housing program providing
31 the information required by Section 462C.03, subdivision 1a, of the Act; and

32 WHEREAS, in the issuance of the City's revenue bonds and in the making of a loan to
33 finance a multifamily housing development, the City may exercise, within its corporate limits, any
34 of the powers that the Minnesota Housing Finance Agency may exercise under Minnesota Statutes,
35 Chapter 462A, as amended, without limitation under the provisions of Minnesota Statutes, Chapter
36 475, as amended; and

37 WHEREAS, Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability
38 limited partnership (the "Borrower"), has requested that the City issue its Multifamily Housing
39 Revenue Note (Twin Lakes Family Apartments Project) Series 2019 (the "Note"), in one or more
40 series, issued in an aggregate amount not to exceed \$4,346,852 to finance, in part, the acquisition,
41 construction, and equipping of an approximately 228-unit multifamily rental housing development

42 and functionally related facilities to be located at 1717 and 1743 County Road C West in the City
43 (the “Project”); and

44 WHEREAS, on July 15, 2019, the City Council of the City (the “City Council”) adopted
45 Resolution No. 11620 (the “Preliminary Resolution”) which constitutes a reimbursement
46 resolution and an official intent of the City to reimburse expenditures with respect to the Project
47 from the proceeds of tax-exempt revenue bonds in accordance with the provisions of Treasury
48 Regulations, Section 1.150-2; and

49 WHEREAS, also under the terms of the Preliminary Resolution, the City: (i) granted
50 preliminary approval to the issuance of multifamily housing revenue obligations under the terms
51 of the Act to finance the Project; (ii) authorized the submission of an application to the Minnesota
52 Department of Management and Budget (“MMB”) for an allocation of bonding authority under
53 Minnesota Statutes, Chapter 474A, as amended (the “Allocation Act”), in a principal amount not
54 to exceed \$48,000,000; and (iii) acknowledged the preparation of a housing program in accordance
55 with the requirements of the Act; and

56 WHEREAS, the City received a certificate of allocation from Minnesota Management and
57 Budget allocating volume cap bonding authority to the City in the amount of \$4,346,852 for the
58 issuance of the Note; and

59 WHEREAS, the City has prepared a housing program (the “Housing Program”) to
60 authorize the issuance by the City of revenue bonds in the maximum principal amount of
61 \$48,000,000 to finance the acquisition, construction, and equipping of the Project; and

62 WHEREAS, a notice of public hearing (the “Public Notice”) was published in accordance
63 with the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”),
64 with respect to: (i) the required public hearing under the Code; (ii) the required public hearing
65 under Section 462C.04, subdivision 2, of the Act; (iii) the Housing Program; and (iv) approval of
66 the issuance of the Note; and

67 WHEREAS, the Public Notice was published at least 15 days before the regularly
68 scheduled meeting of the City Council, and on November 4, 2019, the City Council conducted a
69 public hearing at which a reasonable opportunity was provided for interested individuals to express
70 their views, both orally and in writing; and

71 WHEREAS, pursuant to Section 462C.04 of the Act, the City made timely submission of
72 the Housing Program to the Metropolitan Council for its review and comment, and the City has
73 heretofore received no comment from the Metropolitan Council on such program; and

74 WHEREAS, the Borrower has requested that the City issue, sell, and deliver the Note, in
75 an original aggregate principal amount not to exceed \$4,346,852; and

76 WHEREAS, sufficient details of the Note and other aspects of the financing have been
77 agreed to that this final bond resolution should be adopted on this date accepting a proposal for
78 issuance of the Note.

79 NOW, THEREFORE, BE IT RESOLVED;

80 **SECTION 1. LEGAL AUTHORIZATION AND FINDINGS.**

81 1.1 Findings. The City hereby finds, determines and declares as follows:

82 (a) The issuance and sale of the Note by the City, pursuant to the Act, is in the
83 best interest of the City, and the City hereby determines to issue the Note and to sell the
84 Note to Bridgewater Bank, a Minnesota banking corporation, or another bank selected by
85 the Borrower (the “Purchaser”). The City will loan the proceeds of the Note (the “Loan”)
86 to the Borrower in order to finance the Project.

87 (b) Pursuant to a Loan Agreement (the “Loan Agreement”) to be entered into
88 between the City and the Borrower, the City will loan to the Borrower the proceeds of the
89 Note as set forth therein and the Borrower will agree to repay the Loan in specified amounts
90 and at specified times sufficient to pay in full when due the principal of, premium, if any,
91 and interest on the Note. In addition, the Loan Agreement contains provisions relating to
92 the construction, maintenance, and operation of the Project, indemnification, insurance,
93 and other agreements and covenants which are required or permitted by the Act and which
94 the City and the Borrower deem necessary or desirable for the financing of the Project.

95 (c) Pursuant to a Pledge Agreement between the City and the Purchaser (the
96 “Pledge Agreement”), the City will pledge and grant a security interest in all of its rights,
97 title, and interest in the Loan Agreement to the Purchaser (except for certain rights of
98 indemnification and to reimbursement for certain costs and expenses).

99 (d) The proceeds of the Note will be disbursed pursuant to a Disbursing
100 Agreement (the “Disbursing Agreement”) by and between the Borrower and the Purchaser.

101 (e) Certain rental and occupancy requirements of federal and state law are set
102 forth in a Regulatory Agreement (the “Regulatory Agreement”) by and between the City,
103 the Borrower, and the Purchaser.

104 (f) The Note will be a special, limited obligation of the City. No holder of the
105 Note shall ever have the right to compel any exercise of the taxing power of the City to pay
106 the Note or the interest thereon, nor to enforce payment thereof against any property of the
107 City. The Note and the interest thereon: (i) shall be payable solely from the revenues
108 pledged therefor under the Loan Agreement; (ii) shall not constitute a debt of the City
109 within the meaning of any constitutional, charter, or statutory limitation; (iii) shall not
110 constitute nor give rise to a pecuniary liability of the City or a charge against its general
111 credit or taxing powers; (iv) shall not constitute a charge, lien, or encumbrance, legal or
112 equitable, upon any property of the City other than the City’s interest in the Loan
113 Agreement, which will be assigned to the Purchaser under the Pledge Agreement; and (v)
114 shall not constitute a general or moral obligation of the City.

115 (g) It is desirable, feasible and consistent with the objects and purposes of the
116 Act to issue the Note for the purpose of financing the costs of the Project.

117 (h) The Project constitutes a “qualified residential rental project” within the
118 meaning of Section 142(d) of the Code, and a “multifamily housing development”
119 authorized by the Act, and furthers the purposes of the Act.

120 (i) The purpose of the Project is, and the effect thereof will be, to promote the
121 public welfare by the acquisition and construction of a facility for use as a multifamily
122 housing development designed primarily for occupancy by persons of low and moderate
123 income.

124 (j) The Act authorizes (i) the acquisition and construction of the Project, (ii) the
125 issuance and sale of the Note, (iii) the execution and delivery by the City of the Loan
126 Agreement, Regulatory Agreement, and Pledge Agreement (the “City Agreements”), (iv)
127 the performance of all covenants and agreements of the City contained in the City
128 Agreements and any other documents reasonably necessary to effectuate the intent of this
129 resolution, and (v) the performance of all other acts and things required under the
130 constitution and laws of the State of Minnesota to make the City Agreements and the Note
131 valid and binding special, limited obligations of the City in accordance with its terms.

132 (k) It is desirable that the Borrower be authorized, subject to the terms and
133 conditions set forth in the Loan Agreement, which terms and conditions the City
134 determines, based on representations of the Borrower, to be necessary, desirable, and
135 proper, to complete the acquisition, construction, and installation of the Project by such
136 means as shall be available to the Borrower and in the manner determined by the Borrower,
137 and with or without advertisement for bids as required for the acquisition and installation
138 of municipal facilities.

139 (l) The payments under the Loan Agreement are fixed to produce revenue
140 sufficient to provide for the prompt payment of principal of, premium, if any, and interest
141 on the Note when due, and the Loan Agreement also provides that the Borrower is required
142 to pay all expenses of the operation and maintenance of the Project, including, but without
143 limitation, adequate insurance thereon and insurance against all liability for injury to
144 persons or property arising from the operation thereof, and all taxes and special
145 assessments levied upon or with respect to the Project and payable during the term of the
146 Loan Agreement.

147 (m) There is no litigation pending or, to the actual knowledge of the City,
148 threatened against the City questioning the City’s execution or delivery of the Note or the
149 City Agreements or questioning the due organization of the City, or the powers or authority
150 of the City to issue the Note and undertake the transactions contemplated hereby.

151 (n) The execution, delivery, and performance of the City’s obligations under
152 the Note and the City Agreements do not and will not violate any order against the City of
153 any court or other agency of government, or any indenture, agreement, or other instrument
154 to which the City is a party or by which it or any of its property is bound, or be in conflict
155 with, result in a breach of, or constitute (with due notice or lapse of time or both) a default
156 under any such indenture, agreement or other instrument.

157 (o) The City hereby finds, determines, and declares, based on representations
158 of the Borrower, that it is in the public interest of the residents of the City that the Project
159 be undertaken in order to further the public purpose by providing multifamily housing
160 developments for low or moderate income residents of the City and otherwise further the
161 purposes and policies of the Act.

162 1.2 Authorization and Ratification of Project. The City has heretofore and does hereby
163 authorize the Borrower, in accordance with the provisions of the Act and subject to the terms and
164 conditions imposed by the Purchaser, to provide for the acquisition and construction of the Project
165 by such means as shall be available to the Borrower and in the manner determined by the Borrower,
166 and without advertisement for bids as may be required for the construction and acquisition of other
167 municipal facilities; and the City hereby ratifies, affirms, and approves all actions heretofore taken
168 by the Borrower consistent with and in anticipation of such authority.

169 AND BE IT FURTHER RESOLVED;

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171 **SECTION 2. THE NOTE.**

172 2.1 Authorized Maximum Amount and Form of Note and Interest Rate. The Note is
173 hereby approved and shall be issued pursuant to this Resolution in substantially the form on file
174 with the City with such appropriate variations, omissions, and insertions as are necessary and
175 appropriate and are permitted or required by this Resolution, and in accordance with the further
176 provisions thereof; and the principal amount of the Note that may be outstanding hereunder is
177 expressly limited to \$4,346,852, unless a duplicate Note is issued pursuant to Section 2.6. The
178 actual amount of the Note shall be determined by the agreement of the Purchaser and the Borrower
179 and any of the officers specified in Section 2.3 prior to the issuance of the Note. The Note will
180 bear interest at the rates, mature in the years and amounts and be subject to redemption on the dates
181 determined by the Borrower and the Purchaser and set forth in the Note executed by the Authorized
182 Officers. The sale of the Note to the Purchaser at a purchase price equal to its stated amount is
183 hereby accepted.

184 2.2 The Note. The Note shall be dated as of the date of delivery to the Purchaser, shall
185 be payable at the time and in the manner and shall be subject to such other terms and conditions
186 as are set forth therein.

187 2.3 Execution of Note. The Note shall be executed on behalf of the City by the Mayor
188 and the City Manager (the "Authorized Officers"). In case any Authorized Officer whose signature
189 shall appear on the Note shall cease to be such officer before the delivery of the Note, such
190 signature shall nevertheless be valid and sufficient for all purposes, the same as if such signatory
191 had remained in office until delivery. In the event of the absence or disability of the Authorized
192 Officer, such officers of the City as, in the opinion of the City Attorney, may act in their behalf,
193 shall without further act or authorization of the City execute and deliver the Note.

194 2.4 Disposition of Note Proceeds. Upon delivery of the Note to the Purchaser, the
195 Purchaser shall, on behalf of the City, disburse the purchase price thereof for payment of Project
196 Costs in accordance with the terms of a Disbursing Agreement or the Purchaser shall advance the

197 proceeds of the Note to the Borrower, on behalf of the City, pursuant to the terms of a Disbursing
198 Agreement.

199 2.5 Registration of Transfer. The City will cause to be kept at the office of the City
200 Manager of the City a Note Register in which, subject to such reasonable regulations as it may
201 prescribe, the City shall provide for the registration of transfers of ownership of the Note. The
202 Note shall be initially registered in the name of the Purchaser and shall be transferable upon the
203 Note Register for such Note by the holder thereof in person or by its agent duly authorized in
204 writing, upon surrender of such Note together with a written instrument of transfer satisfactory to
205 the City Manager, duly executed by the then holder thereof or its duly authorized agent. The City
206 may require, as a precondition to any transfer, that the transferee provide evidence satisfactory to
207 the City that the transferee is a financial institution or other accredited investor under the securities
208 laws. The following form of assignment shall be sufficient for said purpose.

209 For value received _____ hereby sells, assigns, and transfers unto
210 _____ the attached Note of the City of Roseville, Minnesota, and does
211 hereby irrevocably constitute and appoint _____ attorney to
212 transfer said Note on the books of said City, with full power of substitution in the
213 premises. The undersigned certifies that the transfer is made in accordance with
214 the provisions of Sections 2.5 and 2.8 of the Resolution authorizing the issuance of
215 the Note.

216 Dated: _____

217 _____
218 Registered Owner

219 Upon such transfer the City Manager shall note the date of registration and the name and address
220 of the successor holder in the Note Register and in the registration blank appearing on the Note.

221 2.6 Mutilated, Lost or Destroyed Note. In case the Note shall become mutilated or be
222 destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and delivered
223 a new Note of like outstanding principal amount, number and tenor in exchange and substitution
224 for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note
225 destroyed or lost, upon the payment by the registered holder thereof of the reasonable expenses
226 and charges of the City in connection therewith, and in the case of a Note destroyed or lost, the
227 filing with the City of evidence satisfactory to the City with indemnity satisfactory to it. If the
228 mutilated, destroyed or lost Note has already matured or been called for redemption in accordance
229 with its terms it shall not be necessary to issue a new Note prior to payment.

230 2.7 Ownership of Note. The City may deem and treat the person in whose name the
231 Note is last registered in the Note Register and by notation on the Note, whether or not such Note
232 shall be overdue, as the absolute owner of such Note for the purpose of receiving payment of or
233 on account of the Principal Balance, redemption price or interest and for all other purposes
234 whatsoever, and the City shall not be affected by any notice to the contrary.

235 2.8 Limitation on Note Transfers. The Note has been issued without registration under
236 state or other securities laws, pursuant to an exemption for such issuance; and accordingly the Note

237 may not be assigned or transferred in whole or part, nor may a participation interest in the Note be
238 given pursuant to any participation agreement, except to a financial institution or other accredited
239 investor and as an exempt security or as an exempt transaction and in principal amounts of at least
240 \$100,000.

241 AND BE IT FURTHER RESOLVED;

242

243 **SECTION 3. MISCELLANEOUS.**

244 3.1 Severability. If any provision of this Resolution shall be held or deemed to be or
245 shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction
246 or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any
247 constitution or statute or rule or public policy, or for any other reason, such circumstances shall
248 not have the effect of rendering the provision in question inoperative or unenforceable in any other
249 case or circumstance, or of rendering any other provision or provisions contained herein invalid,
250 inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases,
251 sentences, clauses or paragraphs contained in this Resolution shall not affect the remaining
252 portions of this Resolution or any part thereof.

253 3.2 Authentication of Transcript. The officers of the City are directed to furnish to
254 Bond Counsel certified copies of this Resolution and all documents referred to herein, and
255 affidavits or certificates as to all other matters which are reasonably necessary to evidence the
256 validity of the Note. All such certified copies, certificates, and affidavits, including any heretofore
257 furnished, shall constitute recitals of the City as to the correctness of all statements contained
258 therein.

259 3.3 Authorization to Execute Agreements. The forms of the proposed City Agreements
260 are hereby approved in substantially the forms on file with the City, together with such additional
261 details therein as may be necessary and appropriate and such modifications thereof, deletions
262 therefrom and additions thereto as may be necessary and appropriate and approved by Bond
263 Counsel prior to the execution of the documents, and the Authorized Officers are authorized to
264 execute the Note and the City Agreements in the name of and on behalf of the City, together with
265 such other documents as Bond Counsel considers appropriate in connection with the issuance of
266 the Note (collectively, the "Financing Documents"). In the event of the absence or disability of
267 any of the Authorized Officers, such officers of the City as, in the opinion of the City Attorney for
268 the City, may act in their behalf shall without further act or authorization of the City Council of
269 the City do all things and execute all instruments and documents required to be done or executed
270 by such absent or disabled officers. The execution of any instrument by the appropriate officer or
271 officers of the City herein authorized shall be conclusive evidence of the approval of such
272 documents in accordance with the terms hereof.

273 3.4 Program. The City has established a governmental program of acquiring purpose
274 investments for qualified residential rental projects. The governmental program is one in which
275 the following requirements of §1.148-1(b) of the federal regulations relating to tax-exempt
276 obligations shall be met:

277 (a) the program involves the origination or acquisition of purpose investments;

278 (b) at least 95% of the cost of the purpose investments acquired under the
279 program represents one or more loans to a substantial number of persons representing the
280 general public, states or political subdivisions, 501(c)(3) organizations, persons who
281 provide housing and related facilities, or any combination of the foregoing;

282 (c) at least 95% of the receipts from the purpose investments are used to pay
283 principal, interest, or redemption prices on issues that financed the program, to pay or
284 reimburse administrative costs of those issues or of the program, to pay or reimburse
285 anticipated future losses directly related to the program, to finance additional purpose
286 investments for the same general purposes of the program, or to redeem and retire
287 governmental obligations at the next earliest possible date of redemption;

288 (d) the program documents prohibit any obligor on a purpose investment
289 financed by the program or any related party to that obligor from purchasing bonds of an
290 issue that finances the program in an amount related to the amount of the purpose
291 investment acquired from that obligor; and

292 (e) the City shall not waive the right to treat the investment as a program
293 investment.

294 3.5 Housing Program. The Housing Program in substantially the form attached hereto
295 as Exhibit A is hereby approved.

296 3.6 Costs; Indemnification by Borrower. The Borrower has agreed and it is hereby
297 determined that any and all costs incurred by the City in connection with the financing and
298 refinancing of the Project whether or not the Project is carried to completion will be paid by the
299 Borrower. In addition, on or prior to the date of issuance of the Note, the Borrower will pay the
300 City an administrative fee as provided in the Loan Agreement in connection with the issuance of
301 the Note which will also constitute payment of the City's administrative fee with respect to a tax
302 exempt financing issued to refund the Note. It is understood and agreed that the Borrower shall
303 indemnify the City against all liabilities, losses, damages, costs, and expenses (including attorney's
304 fees and expenses incurred by the City) arising with respect to the Project or the Note, as further
305 provided for and agreed to by and between the Borrower and the City in the Loan Agreement.

306 3.7 Headings; Terms. Paragraph headings in this resolution are for convenience of
307 reference only and are not a part hereof, and shall not limit or define the meaning of any provision
308 hereof. Capitalized terms used, but not defined, herein shall have the meanings given them in, or
309 pursuant to, the Loan Agreement.

310 AND BE IT FURTHER RESOLVED;

311

312 **SECTION 4. EFFECTIVE DATE.**

313 This resolution shall be in full force and effect from and after its passage.

314 The motion for the adoption of the foregoing resolution was duly seconded by Member ,
315 and upon a vote being taken thereon, the following voted in favor thereof: , , ,
316 , and Mayor .

317 and the following voted against the same: .

318

319 WHEREUPON said resolution was declared duly passed and adopted.

320

321 **Exhibit A**

322
323 MULTI-FAMILY RENTAL HOUSING PROGRAM OF THE
324 CITY OF ROSEVILLE, MINNESOTA
325 FOR
326 TWIN LAKES FAMILY APARTMENTS PROJECT

327 November 4, 2019

328 Proposal; Authority. The City of Roseville, Minnesota (the “City”), at the request of the
329 Borrower (defined below), proposes to issue revenue bonds, in one or more series, to assist in
330 financing the acquisition and construction of a multi-family rental housing project described herein
331 (this “Program”) pursuant to applicable authority conferred upon the City by the laws of the State
332 of Minnesota, including without limitation Minnesota Statutes, Chapter 462C, as the same may be
333 amended from time to time (collectively, the “Act”).

334 Purposes. In creating this Program, the City is acting in furtherance of its findings that the
335 preservation of the quality of life in the City is in part dependent upon the maintenance and
336 provision of adequate, decent, safe, sanitary, and affordable housing stock; that accomplishing the
337 goals of this Program is a public purpose and will benefit the residents of the City; that the need
338 exists within the City to provide in a timely fashion additional affordable rental housing to and for
339 the benefit of persons of low and moderate income and their families residing and expected to
340 reside within the City; that there exist or are expected to exist persons and families within the City
341 who are and will be able to benefit from and are in need of the Program; that the Program is
342 necessary in view of the limited resources that may be available to such persons relative to the
343 expenses involved in accomplishing the type of objectives outlined in this Program in the absence
344 of one or more of the forms of assistance described herein or otherwise available pursuant to the
345 Act; and that the City hereby finds that such forms of assistance are often necessary for the benefit
346 of such persons, families, and goals and that, furthermore, the successful implementation of the
347 objectives of the kind described in this Program has been found to provide impetus for the
348 development of other housing in the City, as well as the general development of the City, by other
349 persons who are not the beneficiaries of such governmentally sponsored or assisted activities.

350 Rental Housing Purposes. More particularly, the City finds that there exists a need for
351 affordable multi-family rental housing for qualifying individuals and families, which need is not
352 being filled by private enterprise alone due to a variety of factors, including that the cost of new
353 construction of multi-family rental units may in many cases prove economically unfeasible, given
354 the high costs of construction and prevailing area rental levels, and that therefore appropriate levels
355 of public assistance may be helpful and necessary in bridging that gap.

356 General Description of the Program. This Program consists of the financing of the
357 acquisition and construction of an approximately 293,549 square-foot rentable apartment
358 community that will consist of an approximately 228-unit multi-family housing development
359 known as Twin Lakes Family Apartments (the “Project”). The owner of the Project pursuant to
360 the financing will be Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability
361 limited partnership (the “Borrower”), with Roseville Leased Housing Associates I, LLC, a
362 Minnesota limited liability company, as general partner.

363 Location. This Program is limited to the Project. The Project is located at 1717 and 1743
364 County Road C West, in Roseville, Minnesota.

365 Units. The Project is currently anticipated to consist of the following units:

<u>Units</u>	<u>Number of Units</u>	<u>Square Footage</u>	<u>Estimated Initial Rents</u>
1 BR / 1 BA	43	723	\$1,090
2 BR / 2 BA	119	1,050	\$1,307
3 BR / 2 BA	66	1,260	\$1,507

366
367 Revenue Bonds. The amount of revenue bonds required to finance this Program will not
368 exceed \$48,000,000. The City preliminarily intends to finance the Program by issuing bonds, in
369 one or more series. The proceeds will finance the acquisition and construction of the Project and
370 pay costs of issuing the bonds. The revenue bonds are expected to be issued in 2019 and 2020,
371 subject to final Council approval in its sole and absolute discretion.

372 Monitoring. The City expects to enter into suitable agreements with the Borrower, the
373 purchaser of the bonds and/or others respecting the monitoring or implementation by participants
374 to ensure that the Project will be consistent with this housing Program and its objectives, which
375 for this purpose means providing affordable rental housing.

376 Meeting Needs; Methods. The Program will meet the need for rental housing for persons
377 and families of low and moderate incomes by providing units at an affordable rent. The City
378 believes that this Program will help meet the identified needs under this Program. The specific
379 methods anticipated to be used include the issuance of revenue bonds under the Act to provide
380 feasible financing for various aspects of the Program so undertaken.

381 Authorization. The Program is undertaken pursuant to Minnesota Statutes, Section
382 462C.05, Subdivision 2, for units affordable to persons and families of low and moderate income.

383 Limits on Gross Income. In connection with the issuance of the Bonds, the Borrower will
384 be required to agree to limit the gross income of occupants of the Project in accordance with the
385 requirements of Minnesota Statutes, Chapter 462C, and with the requirements relating to tax-
386 exempt bonds for qualified residential rental projects.

387 Adopted and approved on November 4, 2019, by the City Council of the City of Roseville,
388 Minnesota.

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 4th day of, November, 2019 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this day of , 2019

SEAL

Patrick J. Trudgeon, City Manager

LOAN AGREEMENT
BETWEEN
CITY OF ROSEVILLE, MINNESOTA
AND

ROSEVILLE LEASED HOUSING ASSOCIATES I, LLLP

Dated as of _____, 2019

Except for certain reserved rights, the interest of the City of Roseville, Minnesota, in this Loan Agreement has been pledged and assigned to Bridgewater Bank, pursuant to a Pledge Agreement of even date herewith.

This instrument drafted by:
Briggs and Morgan, Professional Association (CJC)
80 South 8th Street, Suite 2200
Minneapolis, Minnesota 55402

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THIS LOAN AGREEMENT dated as of _____, 2019, between CITY OF ROSEVILLE, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “Issuer”) and ROSEVILLE LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), witnesses that:

RECITALS

WHEREAS, Minnesota Statutes, Chapter 462C, as amended (the “Act”), authorizes the Issuer to issue revenue obligations to finance the acquisition, construction, rehabilitation, and equipping of multifamily housing developments; and

WHEREAS, the Issuer will issue the Note pursuant to this Loan Agreement, a resolution adopted by the City Council of the Issuer on November 4, 2019 and the Act; and

WHEREAS, the Note will be purchased by Bridgewater Bank, a Minnesota banking corporation (the “Purchaser”); and

WHEREAS, the Borrower agrees to be absolutely and unconditionally obligated to repay the Loan together with interest thereon, at times and in amounts sufficient to pay when due the principal of and interest on the Note; and

NOW THEREFORE, the Issuer and the Borrower each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.1 Definitions. In this Agreement the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

Act: Minnesota Statutes, Chapter 462C, as amended;

Agreement: this Loan Agreement between the Issuer and the Borrower as the same may from time to time be amended or supplemented as herein provided;

Bond Counsel: the firm of Briggs and Morgan, Professional Association, of Minneapolis, Minnesota; any opinion of Bond Counsel shall be a written opinion signed by such Bond Counsel;

Borrower: Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, its successors and assigns, and any surviving, resulting or transferee business entity which may assume its obligations in accordance with the provisions of this Agreement;

Borrower Tax Certificate: the Borrower Tax Certificate, dated the date of Closing, executed and delivered by the Borrower in connection with the issuance of the Note;

Business Day: any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal office of the Purchaser is located are not open for business or other day on which the New York Stock Exchange is not open for business;

City: City of Roseville, Minnesota;

Closing: the date there is physical delivery of the Note to the Purchaser;

Code: the Internal Revenue Code of 1986, as amended and the Treasury Regulations promulgated thereunder;

City Council: the City Council of the Issuer;

Counsel: an attorney designated by or acceptable to the Purchaser, duly admitted to practice law before the highest court of any state; an attorney for the Borrower or the Issuer may be eligible for appointment as Counsel;

Date of Taxability: the meaning ascribed to it in Section 4.4(2) hereof;

Determination of Taxability: the meaning ascribed to it in Section 4.4(2) hereof;

Disbursing Agreement: the Disbursing Agreement dated as of the date hereof between the Borrower and the Purchaser providing for the disbursement to the Borrower of proceeds of the Note, as the same may from time to time be amended or supplemented as herein provided;

Event of Default: any of the events described in Section 6.1 hereof;

Facility: the approximately 228-unit multifamily rental housing development and functionally related facilities to be located at 1717 and 1743 County Road C West in the City of Roseville, Minnesota;

General Partner: Roseville Leased Housing Associates I, LLC, a Minnesota limited liability company, its successors and assigns;

Guarantor: Dominion Holdings II, LLC, a Minnesota limited liability company;

Guaranty: the Guaranty, dated as of the date hereof, by the Guarantor in favor of the Purchaser, as it may be amended from time to time;

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Note, including, but not limited to, any fees of the Purchaser, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, any fee to be paid to the Issuer, the preparation and printing of this Agreement, the Resolution, the Pledge Agreement, the Disbursing Agreement, the Regulatory Agreement, the Note and all other related documents, and all other expenses relating to the issuance, sale and delivery of the Note and any other costs which are treated as “issuance costs” within the meaning of Section 147(g) of the Code;

Issuer: City of Roseville, Minnesota, its successors and assigns;

Land: the real property and any other easements and rights described in Exhibit A to the Regulatory Agreement;

Loan: the loan of Note proceeds from the Issuer to the Borrower in accordance with the terms of this Loan Agreement, as described in Section 3.1 of this Agreement;

Mandatory Purchase Date: means September 30, 2020, unless such date is extended as provided in Section 3.3;

Note: the \$4,346,852 Multifamily Housing Revenue Note (Twin Lakes Family Apartments Project), Series 2019, to be issued by the Issuer pursuant to the Resolution and this Agreement;

Note Documents: this Agreement, the Pledge Agreement, the Regulatory Agreement, the Disbursing Agreement and the Resolution;

Partnership Agreement: means the Limited Partnership Agreement of the Borrower, dated June 4, 2019, as amended, modified, supplemented or restated from time to time, or any agreement entered into in substitution therefor;

Person: any individual, corporation, partnership (general, limited, or limited liability), joint venture, association, trust, unincorporated organization, or government or any agency or political subdivision thereof;

Pledge Agreement: the Pledge Agreement of even date herewith between the Issuer and the Purchaser pledging and assigning the Issuer's interest in this Agreement to the Purchaser to the extent provided therein, as the same may be amended or supplemented from time to time;

Principal Balance: so much of the principal sum on the Note as from time to time and remains unpaid;

Project: the financing of the acquisition, construction, and equipping of the Facility;

Project Costs: all direct costs authorized by the Act and paid or incurred by the Borrower, to carry out the Project, other than Issuance Expenses;

Project Fund: the fund created by the Disbursing Agreement from which funds are to be disbursed to the Borrower for payment of Project Costs and Issuance Expenses;

Purchaser: Bridgewater Bank, a Minnesota banking corporation, its successors and assigns;

Refunding: the issuance of revenue bonds to pay and refund the Note and finance the Project;

Regulatory Agreement: the Regulatory Agreement, dated as of the date hereof, between the Issuer, the Borrower, and the Purchaser, relating to the Project, as the same may be amended or supplemented from time to time;

Reserve Fund: the fund of such designation established under Section 4.10 hereof to be held by the Purchaser;

Resolution: the resolution of the Issuer adopted November 4, 2019, authorizing the issuance of the Note, together with any supplement or amendment thereto;

State: the State of Minnesota;

Treasury Regulations: all proposed, temporary or permanent federal income tax regulations then in effect and applicable; and

Yield: with reference to any obligation, that discount rate which, when computing the present value of all unconditionally payable payments of principal and interest paid and to be paid on such obligation, produces an amount equal to the present value of the issue price of the obligation.

Section 1.2 Rules of Interpretation.

(1) This Agreement shall be interpreted in accordance with and governed by the laws of the State.

(2) The words “herein” and “hereof” and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision hereof.

(3) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

(4) Where the Borrower is permitted or required to do or accomplish any act or thing hereunder, the Borrower may cause the same to be done or accomplished with the same force and effect as if done or accomplished by the Borrower.

(5) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Agreement.

(6) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(7) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Agreement.

(8) References to the Note as “tax-exempt” or to the “tax-exempt status of the Note” are to the exclusion of interest on the Note from gross income pursuant to Section 103(a) of the Code, except during any period the Note is held by a “substantial user” or “related person,” irrespective of such forms of taxation as the alternative minimum tax or branch profits tax on foreign corporations, as is consistent with the approach taken in Section 59(i) of the Code.

ARTICLE 2

REPRESENTATIONS

Section 2.1 Representations by the Issuer. The Issuer makes the following representations as the basis for its covenants herein:

(1) The Issuer is a municipal corporation organized and existing under the Constitution and laws of the State and is authorized to issue the Note pursuant to the Act;

(2) There is no pending or, to the actual knowledge of the undersigned representatives of the Issuer, without inquiry or investigation, threatened suit, action or proceeding against the Issuer before any court, arbitrator, administrative agency or other governmental authority that challenges the Issuer's execution and delivery of the Note Documents, as applicable;

(3) To the actual knowledge of the undersigned, without inquiry or investigation, the execution and delivery of the Note Documents by the Issuer will not constitute a breach of or default under any existing (a) provision of any special legislative act or charter provision relating to the establishment of the Issuer or (b) agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party or by which it is bound;

(4) No proceeding of the Issuer for the issuance, execution or delivery of the Note Documents has been repealed, rescinded, amended or revoked;

(5) The Note is issued as a "qualified residential rental bond" within the meaning of Section 142(a)(7) of the Code; and

(6) The Issuer has received an allocation of tax exempt bonding authority for the Note pursuant to Minnesota Statutes, Chapter 474A.

Section 2.2 Representations by the Borrower. The Borrower makes the following representations as the basis for its covenants herein:

(1) The Borrower is a limited liability limited partnership duly organized under the laws of the State, is in good standing and duly authorized and qualified to conduct its business in the State, is duly authorized to conduct its business in all states where its activities require such authorization, has power to enter into this Agreement, the Regulatory Agreement and the Disbursing Agreement and to use the Facility for the purpose set forth in this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement, the Regulatory Agreement, and the Disbursing Agreement;

(2) The General Partner is a limited liability company duly organized under the laws of the State, is in good standing and duly authorized and qualified to conduct its business in the State, is duly authorized to conduct its business in all states where its activities require such authorization, and by proper corporate action is authorized to enter into the Partnership Agreement;

(3) The execution and delivery of this Agreement, the Regulatory Agreement, and the Disbursing Agreement, the consummation of the transactions contemplated hereby and thereby,

and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Borrower's organizational documents, any restriction or any agreement or instrument to which the Borrower or any of its partners is now a party or by which it is bound or to which any property of the Borrower is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over the Borrower or its properties, including the Facility, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Borrower contrary to the terms of any instrument or agreement to which the Borrower is a party or by which it is bound;

(4) The design and plan of the Facility comprise a multifamily residential rental housing development, as contemplated by the Act; and subject to the other provisions of this Agreement, it is presently intended and reasonably expected that any equipment purchased from the proceeds of the Note will be permanently located and exclusively used on the Land and that the Borrower shall operate the Facility on the Land throughout the term of this Agreement in the normal conduct of the Borrower's business;

(5) As of the date hereof, the use of the Facility as designed and proposed to be operated complies or will comply, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State and the respective agencies thereof and the political subdivisions in which the Facility is located. The Borrower has obtained, or will obtain in a timely manner, all necessary and material approvals of and licenses, permits, consents and franchises from federal, state, county, municipal or other governmental authorities having jurisdiction over the Facility to operate the Facility and to enter into, execute and perform its obligations under this Agreement, the Regulatory Agreement and the Disbursing Agreement and, to the knowledge of the Borrower, no violation of any local ordinance, laws, regulation or requirement exists with respect to the Facility;

(6) The Facility, when constructed, will be located entirely within the boundaries of the City.

(7) The proceeds of the Note, together with any other funds to be contributed to the Project by the Borrower or otherwise in accordance with this Agreement, will be sufficient to pay the cost of the Project, and all costs and expenses incidental thereto, and the proceeds of the Note will be used only for the purposes contemplated hereby and allowable under the Act;

(8) Comparable private financing for the Project was not found by the Borrower to be reasonably available, and the Project is economically more feasible with the availability of the financing herein authorized;

(9) The Borrower is not in the trade or business of selling properties such as the Facility and is constructing the Facility for use in its operations, and therefore the Borrower has no intention now or in the foreseeable future to voluntarily sell, surrender or otherwise transfer, in whole or part, its interest in the Facility, except pursuant to a mortgage;

(10) There are no actions, suits, or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any property of the Borrower in any court or before any federal, state, municipal or other governmental agency, which, if decided adversely to the Borrower, would have a material adverse effect upon the Borrower or upon the business or properties of the Borrower, and the Borrower is not in default with respect to any order of any court or governmental agency;

(11) The Borrower is not in default in the payment of the principal of or interest on any indebtedness for borrowed money nor in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued;

(12) The Borrower has filed all federal and state income tax returns which, to the knowledge of the General Partner of the Borrower, are required to be filed and has paid all taxes shown on said returns and all assessments and governmental charges received by the Borrower to the extent that they have become due;

(13) The Borrower has approved the terms and conditions of the Note;

(14) The Borrower will comply with all provisions of the Act, including without limitation any notice and filing requirements imposed under the Act;

(15) The Borrower has not knowingly taken or permitted to be taken and will not knowingly take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on any of the Note to be included in the gross income of the owners thereof for purposes of federal income taxation; and

(16) The Note is to be issued within the exemption provided under Sections 142(a)(7) and 142(d) of the Code with respect to a “qualified residential rental project” (as defined in the Code), and at least 95% of the net proceeds of the Note will be used to provide for the acquisition, construction, reconstruction, or improvement of land or property of a character subject to the allowance for depreciation for an exempt facility within the meaning of Section 142 of the Code.

ARTICLE 3

THE LOAN

Section 3.1 Amount and Source of Loan. The Issuer has authorized the issuance of the Note in a principal amount not to exceed \$4,346,852 to provide funds to the Borrower for its use in the Project. The Issuer agrees to lend to the Borrower, upon the terms and conditions set forth herein and in the Note, the proceeds received from the Note by causing such sums to be advanced and deposited into the Project Fund upon satisfaction of all terms and conditions set forth herein and in the Disbursing Agreement and such other supporting documentation as the Purchaser may reasonably require.

Section 3.2 Documents Required Prior to Disbursement of the Loan. Prior to any advance of amounts in the Project Fund, the Borrower shall deliver to the Purchaser executed copies of the following:

- (1) The Note.
- (2) This Agreement.
- (3) The Pledge Agreement.
- (4) The Disbursing Agreement.
- (5) The Regulatory Agreement.
- (6) The Guaranty.
- (7) The approving resolutions of the Borrower and the General Partner.
- (8) Certificate of good standing for the Borrower and the General Partner of recent date issued by the Secretary of State of Minnesota.
- (9) Copies of the organizational documents of the Borrower and the General Partner, certified by the Secretary of State of Minnesota, (together with copies of all amendments thereto) certified by the Borrower and the General Partner, to be true and correct copies of such instruments.
- (10) An opinion of Bond Counsel to the effect that the Issuer has duly authorized the Note and that the interest thereon is exempt from federal income taxation and subject to other conditions acceptable to the Purchaser.
- (11) Any other items required under the Disbursing Agreement or reasonably required by the Purchaser.

Section 3.3 Repayment. Subject to the prepayment provisions set forth in Article 5 hereof and in the Note, the Borrower agrees to repay the Loan by making all payments of principal, interest and any penalty or charge required to be made by the Issuer under the Note at the times and in the amounts provided therein, including without limitation, payment of the redemption price as provided in Section 8 of the Note; provided that the Mandatory Purchase Date shall be extended at the option of the Borrower (a) by 12 months, one time, by paying the Purchaser an extension fee of \$12,500, provided there is not an Event of Default or an event with notice and passage of time would become an Event of Default and (b) thereafter, one or more times, to a date not later than _____, 2022 with the consent of the Purchaser and upon delivery to the Purchaser of an opinion of Bond Counsel to the effect that such extension will not adversely affect the tax exempt status of interest paid on the Note. All payments shall be made directly to the Purchaser at its principal office for the account of the Issuer. The Borrower shall also pay the reasonable fees and expenses of the Issuer, including the Issuer's administrative fee and reasonable fees and expenses of the Issuer's counsel in connection with the issuance of the Note and the Refunding.

Section 3.4 Borrower's Obligations Unconditional. All payments required of the Borrower hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, deduction or defense. The Borrower will not suspend or discontinue any payments, and will perform and observe all of its other agreements in this Agreement and, except as expressly permitted herein, will not terminate this Agreement for any cause, including but not limited to any

acts or circumstances that may constitute failure of consideration, destruction or damage to the Facility, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Purchaser, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, the Pledge Agreement or the Note.

Section 3.5 Disbursement of the Loan.

(1) Pursuant to this Agreement and the Act, the Issuer has authorized the Borrower to provide directly for the financing of the Project in such manner as is determined by the Borrower and hereby authorizes the Purchaser to advance the proceeds of the Note to or at the direction of the Borrower in accordance with the Disbursing Agreement, including without limitation, advancing at Closing at least \$50,001 of the proceeds of the Note to pay the costs of issuing the Note.

(2) Interest earnings on the proceeds of the Note held in the Project Fund, if any, shall be disbursed to the Purchaser on or prior to each interest payment date and applied as a credit against Loan repayments.

(3) The Issuer authorizes and directs the Purchaser to disburse money from the Project Fund as further provided in the Disbursing Agreement.

Section 3.6 Administrative Fee and Expenses. The Borrower agrees to pay to the Issuer an administrative fee of \$43,468.52 (equal to 1.0% of the principal amount of the Note) on the date of Closing, with respect to the Note and the obligation to be issued in connection with the Refunding. The administrative fee is not pledged to payment of the Note and may be used by the Issuer for any proper purpose. In addition to any other payments required hereunder, the Borrower shall pay the following amounts to the Issuer in immediately available funds on the due date thereof (or, if there is no due date with respect to such payment, then upon demand of the Issuer): (i) all reasonable expenses paid or incurred by the Issuer in connection with the transactions contemplated by the Note and the Note Documents and the obligation to be issued in connection with the Refunding, including any legal, accounting, financial, or other costs paid or incurred by the Issuer; (ii) all costs and expenses, including without limitation, attorneys' fees, paid or incurred by the Issuer in connection with (A) the discussion, negotiation, preparation, approval, execution and delivery, and amendments or modifications of the Note, the Note Documents, and the documents and instruments related hereto or thereto, (B) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument, or agreement related hereto or thereto, and (C) an audit, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, or another department or office of the State with respect to the Note, the Borrower, or the Project.

Section 3.7 Loan Origination Fee. The Borrower agrees to pay the Purchaser a loan origination fee of \$12,500 on the date of Closing with respect to the Note and the purchase thereof.

ARTICLE 4

BORROWER'S COVENANTS

Section 4.1 Indemnity.

(1) The Borrower will indemnify, defend, and hold harmless the Purchaser, the Issuer and its officers, commissioners, employees and agents, from and against any and all claims by or on behalf of any Person, firm, corporation or other entity arising from the conduct, operation or management of, or from, any work or thing done on the Facility during the term of this Agreement, including, without limitation, (i) any condition of the Facility; (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under this Agreement; (iii) any act of negligence of the Borrower or of any of its agents, contractors, servants, employees or licensees or (iv) any act of negligence of any assignee or lessee of the Borrower, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower. The Borrower shall indemnify and save the Purchaser and Issuer harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Purchaser or Issuer, the Borrower shall defend them or either of them in any such action or proceeding.

(2) The Borrower agrees to indemnify, defend and hold harmless the Issuer and Purchaser and their respective employees, commissioners, officers and agents ("Indemnified Parties") against any and all losses, claims, damages or liability to which the Indemnified Parties may become subject under any law in connection with the issuance and sale of the Note, the carrying out of the transactions contemplated by this Agreement and the conduct of any activity in connection with the Project or the Facility, including claims for which the Indemnified Parties may be or may be claimed to be liable unless such liability is due to the gross negligence or willful misconduct of such Indemnified Party, and to reimburse the Indemnified Parties for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the Indemnified Parties in connection with investigating any such losses, claims, damages or liabilities, or in connection with defending any actions relating thereto. The Indemnified Parties agree, at the request and expense of the Borrower, to cooperate in the making of any investigation in defense of any such claim and promptly to assert any or all of the rights and privileges and defenses identified in writing by the Borrower which may be available to the Indemnified Parties. These provisions shall survive payment of the Note and termination of this Agreement.

(3) If the Issuer incurs any expense or suffers any losses, claims or damages or incurs any liabilities in connection with the transaction contemplated by this Agreement, the Borrower will indemnify, defend, and hold harmless the Issuer from the same and will reimburse the Issuer for any reasonable legal or other expenses incurred by the Issuer in relation thereto. The Borrower shall also reimburse the Issuer for all other costs and expenses, including, without limitation, attorneys' fees paid or incurred by the Issuer, in connection with: (i) the discussion, negotiation, preparation, approval, execution and delivery of this Agreement and the documents and instruments related thereto; (ii) any amendments or modifications thereto and any document, instrument or agreement related thereto and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modification; and (iii) the enforcement by the Issuer during the term of this Agreement or

thereafter of any of the rights or remedies of the Issuer under this Agreement or any document, instrument or agreement related thereto, including, without limitation, costs and expenses of collection in the event of default, whether or not suit is filed with respect thereto.

(4) The Borrower acknowledges and agrees that the Issuer shall not be liable to the Borrower, and releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including reasonable attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Borrower as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer with respect to this Agreement or the documents and transaction related thereto, including, without limitation, the exercise by the Issuer of any of its rights or remedies pursuant to this Agreement or any related document and instrument.

Section 4.2 Reports to Governmental Agencies. The Borrower shall furnish to agencies of the State, including but not limited to the Minnesota Housing Finance Agency, such periodic reports or statements as are required under the Act or Minnesota Statutes, Chapter 474A, as amended, or as they may otherwise reasonably require of the Issuer or the Borrower throughout the term of this Agreement in connection with the transaction contemplated herein; provided, however, the Issuer shall promptly notify the Borrower of any reports or statements being required by agencies of the State of which the Issuer has received notice to allow the Borrower a reasonable and adequate amount of time to prepare and submit any such reports or statements. Copies of such reports shall be provided, upon request, to the Issuer and, upon request, to the Purchaser.

Section 4.3 Security for the Loan. As additional security for the Loan, and to induce the Issuer to issue and deliver the Note, the Borrower agrees to execute and deliver such other documents requested by the Purchaser, in such places and in such manner as the Purchaser deems necessary or desirable to perfect or protect the security interest of the Purchaser in and to the Facility and other collateral referred to in such documents. Furthermore, the Borrower agrees to cause the Guarantor to execute and deliver the Guaranty and agrees to cause the Guarantor to meet all of its obligations under the Guaranty, which shall remain in effect until all payments required hereunder have been made.

Section 4.4 Preservation of Tax Exemption.

(1) In order to ensure that interest on the Note shall at all times be excludable from gross income for federal income tax purposes, the Borrower represents, warrants, and covenants with the Issuer and the Purchaser that it shall comply with applicable provisions of Section 103 and Sections 141 through 150 of the Code and applicable Treasury Regulations promulgated thereunder as follows:

(a) The Borrower shall have entered into an agreement to purchase the Land on or before the date of delivery of the Note and no more than 25% of the net proceeds of the Note shall be allocated to the acquisition of the Land; the Facility shall continue to be owned and operated by the Borrower, except as provided in Section 4.6, and in no event shall the Facility be managed in a manner that would cause interest on the Note to be included in gross income for federal income tax purposes.

(b) The Borrower shall fulfill all continuing conditions specified in Section 142 of the Code and Section 1.103-8(b) of the Treasury Regulations applicable thereunder, to qualify the Note as an “exempt facility bond” issued to provide a “qualified residential rental project” thereunder and to qualify the Facility as a “qualified residential rental project” thereunder; and the Borrower shall fulfill its obligations under the Regulatory Agreement.

(c) The Borrower covenants and agrees that it will not (i) use or permit the use of any of the funds provided by the Issuer hereunder or any other funds of the Borrower, directly or indirectly, in such manner as would, (ii) enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the Note that would, or (iii) take or omit to take any other action that would, in each case cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(d) The Borrower understands that the Code imposes a penalty for failure to file with the Secretary of the Treasury an annual certification of compliance with low income occupancy requirements (currently under an Annual Certification of a Residential Rental Project, Form 8703 (Rev. September 2013)), and if the requirements for a “qualified residential rental project” are not met, does not allow deduction for interest paid on the Note which accrues during the period beginning on the first day of the taxable year in which the Facility ceases to meet such requirements and ending on the date the Facility again meets such requirements.

(e) In order to qualify the Note and this Agreement under the “governmental program” provisions of Section 1.148-2(d)(2)(iii) of the Treasury Regulations, the Borrower (and any “related person” thereto) shall take no action the effect of which would be to disqualify this Agreement as a “program investment” under Section 1.148-1(b), including but not limited to entering into any arrangement, formal or informal, for the Borrower or any related person to purchase any obligations that finance the program in an amount related to the amount of the Agreement. Notwithstanding the foregoing, the Issuer understands that the Borrower has an obligation to repurchase the Note from the Purchaser on or before the Mandatory Purchase Date, which may be extended by the Borrower as provided in the Note, and if the Borrower is unable to find replacement financing, the Borrower may be the holder of the Note for a period of time after the Mandatory Purchase Date.

(f) The Borrower has not paid or incurred any costs to be reimbursed from proceeds of the Note before the date 60 days before May 15, 2019, the date of adoption by the Issuer of a written declaration of official intent which complies with the provisions of Treasury Regulations, Section 1.150-2(d) and (e), except for “preliminary expenditures” (within the meaning of Treasury Regulations, Section 1.150-2(f)(2)) for the Project, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the aggregate “issue price” of the Note, or expenditures in the de minimis amount of \$100,000 (as defined in Treasury Regulations, Section 1.150-2(f)(1)).

(g) The weighted average maturity of the Note shall not exceed the estimated economic life of the Facility by more than 20%, all within the meaning of Section 147(b) of the Code.

(h) While the Note remains outstanding, no portion of the proceeds of the Note shall be used to provide any airplane, skybox or other private luxury box, any facility primarily used for gambling, or a store, the principal business of which is the sale of alcoholic beverages for consumption off premises.

(i) Any Issuance Expenses financed by the Note shall not exceed 2% of the proceeds of the Note. Except as permitted by Treasury Regulations 1.148-6(d)(3)(ii), none of the proceeds of the Note will be used for working capital purposes.

(j) The Borrower shall not use the proceeds of the Note in such manner as to cause the Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and applicable Treasury Regulations.

(k) The Borrower, on behalf of the Issuer, shall pay to the United States, as a rebate, an amount equal to the sum of (A) the excess of (i) the aggregate amount earned on all nonpurpose investments (other than investments attributable to an excess described in this clause), over (ii) the amount which would have been earned if all nonpurpose investments were invested at a rate equal to the yield on the Note, plus (B) any income attributable to the excess described in clause (A), at the times and in the amounts required by Section 148(f) of the Code and applicable Treasury Regulations, all within the meaning of Section 148(f) of the Code and applicable Treasury Regulations. The Borrower shall maintain records of the interest rate borne by the Note and earnings thereon in adequate detail to enable the Borrower to calculate the amount of any rebate required to be made to the United States at times and in installments which satisfy Section 148(f) of the Code and applicable Treasury Regulations, at least once every 5 years and within 60 days after the day on which the Note is paid in full. Calculations of the amount to be rebated shall be made at least once every 5 years (or at such other times as may be required by Section 148(f) of the Code and applicable Treasury Regulations) and the Purchaser shall be furnished with such calculations within 60 days of the time they are made. If the Purchaser is not furnished with such calculations, the Purchaser may undertake to have such calculations made at the expense of the Borrower. Such calculations shall be retained until 6 years after the Note is paid in full. The rebate shall be calculated as provided in Section 148(f) of the Code and Treasury Regulations, Sections 1.148-0 through 1.148-9, including taking into account the gain or loss on the disposition of nonpurpose investments. The Borrower shall acquire, and shall cause the Purchaser to acquire, all nonpurpose investments at their fair market value in arm’s length transactions.

(l) The Borrower has not leased, sold, assigned, granted, or conveyed and shall not lease, sell, assign, grant, or convey all or any portion of the Facility or any interest therein to the United States, or any agency or instrumentality thereof, within the meaning of Section 149(b) of the Code.

(m) In addition to the Note, no other obligations have been or shall be issued under Section 103 of the Code which are sold at substantially the same time as the Note under a common plan of marketing and at substantially the same rate of interest as the Note and which are payable in whole or part by the Borrower or otherwise have with the Note any common or pooled security for the payment of debt service thereon, or which are otherwise treated as the same “issue of obligations” as the Note under Treasury Regulations, Section 1.50-1(c)(1).

(n) The Borrower shall observe the requirements of this Agreement with respect to the obligations imposed by applicable provisions of the Code and the representations, warranties, covenants, and requirements of the Borrower Tax Certificate.

(o) No proceeds of the Note shall be invested in investments which cause the Note to be federally guaranteed within the meaning of Section 149(b) of the Code.

(p) The Borrower shall maintain such written procedures as appropriate and applicable to ensure Borrower’s principal responsibility for compliance with the post-issuance requirements necessary to maintain the tax-exempt status of the interest on the Note, including requirements that must be continually monitored, including (i) monitoring the investment (pending expenditure) of Note proceeds (and keep detailed records thereof) in order to assure compliance with the arbitrage requirements applicable to the Note, (ii) monitoring the expenditures of Note proceeds (and keep detailed records thereof), (iii) monitoring the use of the Project in order to ensure that the Note continues to qualify as an exempt facility bond within the meaning of Section 142 of the Code, (iv) periodically consulting with Bond Counsel with respect to arbitrage issues and compliance, and (v) consulting with Bond Counsel as necessary to determine whether, and to what extent, any change in the use or purpose of the financed facility will require any remedial action under the relevant Treasury Regulations.

(q) The Borrower shall not otherwise use the proceeds of the Note, or take or fail to take any action, the effect of which would be to impair the exclusion of interest on the Note from gross income for federal income tax purposes.

(2) For the purpose of this Section, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction, or a change in any applicable federal statute, which holds or provides in effect that the interest payable on the Note is included, for federal income tax purposes under Section 103 of the Code, in the gross income of the Purchaser or any other holder or prior holder of the Note, if the period, if any, for contest or appeal of such action, ruling, or decision by the Borrower or Purchaser or any other interested party has expired without any such contest or appeal having been properly instituted by the Purchaser, the Borrower, or any other interested party. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Purchaser nor the Borrower shall be required to contest or appeal any Determination of Taxability. The “Date of Taxability” shall mean that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on the Note becomes includable in the gross income of

the Purchaser or any other holder or prior holder of the Note, as the case may be, for federal income tax purposes.

(3) If the Purchaser receives notice of a “Determination of Taxability” with respect to the Note and delivers to the Borrower a copy of that notice, the rate of interest on the Note shall be automatically adjusted and additional charges shall be paid as provided in the Note and the Borrower shall be obligated to pay the same as provided in Section 3.3 herein.

(4) If the Borrower becomes aware of a Determination of Taxability it shall promptly give notice of such Determination of Taxability to the Issuer and the Purchaser.

Section 4.5 Lease or Sale of Facility. The Borrower shall not lease, sell, convey or otherwise transfer the Facility in whole or part, nor sell the Facility in whole or part, without first securing the written consent of the Purchaser; provided that in no event shall any lease, transfer, assignment, or sale be permitted if the effect thereof would be to cause the Note to be deemed issued in violation of any requirement under Section 142(a) of the Code, and the Treasury Regulations promulgated thereunder, that substantially all of the net proceeds of the Note be used to provide a qualified residential rental project, or under the Act that no portion of the Facility to be financed from proceeds of the Note be acquired in whole or part for sale, nor shall any such transaction be permitted if the effect thereof would otherwise be to impair the validity or the tax exempt status of the Note, nor shall any such transaction release the Borrower of any of its obligations under this Agreement. The Borrower shall promptly notify the Issuer and the Purchaser of any such sale, transfer, assignment, or lease. Nothing contained in this Section shall prohibit the Borrower from (a) entering into leases with residential tenants in the ordinary course of business, or (b) entering into easement or other agreements necessary for the operation of the Facility. Any transfer of any interest in the Borrower shall require the consent of the Purchaser, which shall not be unreasonably withheld, delayed or conditioned.

Section 4.6 Facility Operation and Maintenance Expenses.

(1) The Borrower shall pay all expenses of the operation and maintenance of the Facility including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the Facility and payable during the term of this Agreement.

(2) The Facility shall not be used for purposes which violate any Federal, State or other laws prohibiting discrimination in access or employment based on race, creed, sex, handicap, ethnic origin, age or marital status.

Section 4.7 Notification of Changes. The Borrower covenants and agrees that it will promptly notify the Purchaser of:

(a) any litigation which might materially and adversely affect the Borrower or the Facility;

(b) the occurrence of any Event of Default under this Agreement or under any other loan agreement, debenture, note, purchase agreement or any other agreement

providing for the borrowing of money by the Borrower or any event of which the Borrower has knowledge and which, with the passage of time or giving of notice, or both, would constitute an Event of Default under this Agreement or under such other agreements; and

(c) any material adverse change in the operations, business, properties, assets or conditions, financial or otherwise, of the Borrower.

Section 4.8 Financial Statements. The Borrower will cause to be prepared annual financial statements for the Borrower and the General Partner and audited annual financial statements for the Guarantor (including a balance sheet, statement of income and statement of changes in financial position which may be done on a consolidating basis) and certified by an independent certified public accountant, and within 90 days of the close of each fiscal year will furnish a copy to the Purchaser along with a copy of annual filed tax returns containing all schedules and exhibits within 30 days of the Borrower, the General Partner, and the Guarantor filing such tax returns annually, which shall be no later than October 25th of each year. The Borrower shall furnish to the Purchaser a rent roll with respect to the Facility within 90 days of the close of each fiscal year.

Section 4.9 IRS Audit Expenses. The Borrower agrees to pay any costs incurred by the Issuer or the Purchaser as a result of the Issuer's or the Purchaser's compliance with an audit, random or otherwise, by the Internal Revenue Service or the Minnesota Department of Revenue with respect to the Note or the Project.

Section 4.10 Reserve Fund. The Borrower shall maintain a Reserve Fund in the amount of \$50,001. The Borrower shall make the initial deposit of \$50,001 into the Reserve Fund on the date of Closing with equity of the Borrower. Amounts in the Reserve Fund may be used to make up any deficiencies in debt service payments on the Note when due and the Reserve Fund shall be collateral for the Loan held by the Purchaser.

If at any time the amount in the Reserve Fund is less than \$50,001, the Purchaser shall request the amount of deficiency from the Borrower for deposit to the Reserve Fund. Within 10 days of the Purchaser's written request to replenish the Reserve Fund, the Borrower shall make a deposit to replenish the full amount of the deficiency in the Reserve Fund. All income derived from the investment of amounts on hand in the Reserve Fund shall remain in and be credited as received to the Reserve Fund until such time as the balance therein (valued at the outstanding stated principal amount of investments therein) is equal to \$50,001. Thereafter all such investment income shall be transferred as received to the Borrower. Amounts in the Reserve Fund, if not previously used as aforesaid, shall be applied against the final installments of principal of and interest due on the Note.

ARTICLE 5

PREPAYMENT OF LOAN

Section 5.1 Prepayment at Option of Borrower. The Borrower may at its option prepay the Loan, in whole or in part, by prepaying a like amount of the Principal Balance of the Note, but only in the manner, at the times and under the conditions provided in the Note.

Section 5.2 Other Prepayment Provisions. The Loan shall also be subject to prepayment if and to the extent the Note is subject to prepayment other than as described in Section 5.1.

Section 5.3 Partial Prepayment. If the Loan is prepaid hereunder only in part, the Purchaser shall apply any prepayment first against reasonable attorneys' fees and collection costs, second against accrued interest due under the Note, and then against the Principal Balance due under the Note; and the Borrower shall continue to pay in full the monthly payments due under the Note until the entire Principal Balance and accrued interest due on the Note and any other charges or premiums due hereunder or under the Note have been paid.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. Any one or more of the following events is an Event of Default continuing beyond the applicable cure period under this Agreement:

(1) If the Borrower shall fail to make (a) any payments required under Section 3.3 of this Agreement on the date due, or (b) any other payment due under this Agreement (except for payments required under Section 3.3) on or before the date that the payment is due, and such default continues for 10 days after written notice given to the Borrower by the Issuer or the Purchaser as provided in the Note.

(2) If the Borrower shall fail to observe and perform any other covenant, condition or agreement on its part under this Agreement for a period of 30 days after written notice (a "Default Notice"), specifying such default and requesting that it be remedied, is given to the Borrower by the Issuer or the Purchaser, unless the Purchaser shall agree in writing to an extension of such time prior to its expiration, or for such longer period as may be reasonably necessary to remedy such default provided that the Borrower is proceeding with reasonable diligence to remedy the same, but not exceeding 60 days after the Default Notice is given.

(3) If the Borrower shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal bankruptcy act or any similar federal or state law, shall consent to the entry of an order for relief pursuant to any present or future federal bankruptcy act or under any similar federal or state law, or shall make an assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the entry of an order for relief of the Borrower under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof, or a receiver, trustee or liquidator of the Borrower or of all or substantially all of the assets of the Borrower or of the Facility shall be appointed in any proceeding brought against the Borrower and shall not be discharged within 90 days after such appointment or if the Borrower shall consent to or acquiesce in such appointment, or if the estate or interest of the Borrower in the Facility or a part thereof shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within 90 days after such levy or attachment; if the Borrower shall be dissolved or liquidated or shall be merged with or be acquired by another business entity in violation of Section 4.5.

(4) If the Partnership Agreement shall expire or be annulled; if the Partnership Agreement shall be amended or modified without the consent of the Purchaser, which shall not be unreasonably delayed, withheld or conditioned; or if the Borrower shall be dissolved or liquidated (other than when a new entity assumes the obligations of the Borrower under the conditions permitting such action contained in Section 4.5).

(5) If any representation or warranty made by the Borrower herein, or by an officer or representative of the Borrower in any document or certificate furnished the Purchaser or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made.

(6) If the Borrower shall default or fail to perform any covenant, condition or agreement on its part under the Disbursing Agreement, the Regulatory Agreement, the Note, or any other document securing the Note, and such failure continues beyond the period set forth in such documents during which the Borrower may cure the default.

Section 6.2 Remedies. Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be subsisting, any one or more of the following remedial steps, to the extent permitted by law, may be taken by the Issuer with the prior written consent of the Purchaser (except that rights arising under the sections listed in Section 7.9 hereof may not require such consent in order to be exercised by the Issuer) or by the Purchaser itself:

(1) The Issuer, upon written direction of the Purchaser, or the Purchaser may declare, upon 10 days' written notice to the Borrower, all installments of the Loan (being an amount equal to that necessary to pay in full the Principal Balance of plus accrued interest on the Note, assuming acceleration of the Note under the terms thereof, and to pay all other indebtedness thereunder) to be immediately due and payable, whereupon the same shall become immediately due and payable by the Borrower.

(2) The Issuer, upon written direction of the Purchaser (except as otherwise provided in Section 7.9 herein), or the Purchaser (in either case at no expense to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

(3) The Purchaser's obligation to advance any further amounts under the Disbursing Agreement, if any, may terminate. Notwithstanding anything to the contrary contained herein or in any other instrument evidencing or securing the Loan, the Purchaser may exercise the foregoing remedy upon the occurrence of an event that would constitute such an Event of Default but for the requirement that notice be given or that a period of cure or time elapse.

(4) The Purchaser may disburse any amounts remaining in the Project Fund and Reserve Fund first towards payment of accrued interest owing on the Note and then to the Principal Balance of the Note in accordance with the terms of the Note.

(5) The Purchaser may exercise its rights under the Guaranty.

In addition, the Purchaser will have such remedies as are provided in the Pledge Agreement and the Disbursing Agreement upon an Event of Default under this Agreement.

Section 6.3 Disposition of Funds. Notwithstanding anything to the contrary contained in this Agreement, any amounts collected pursuant to action taken under Section 6.2 hereof, shall, after deducting all expenses incurred in collecting the same, be applied as a prepayment of the Note in accordance with Section 5.1.

Section 6.4 Manner of Exercise. No remedy herein conferred upon or reserved to the Issuer or Purchaser is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Purchaser to exercise any remedy reserved to either of them in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.5 Effect of Waiver. In the event any agreement contained in this Agreement should be breached by either party and the breach thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.6 Attorneys' Fees and Expenses. In the event the Borrower should default under any of the provisions of this Agreement and the Issuer or the Purchaser should employ attorneys or incur other expenses for the collection of amounts due hereunder or the enforcement of performance of any obligation or agreement on the part of the Borrower, the Borrower will on demand pay to the Issuer or the Purchaser the reasonable fees and costs of such attorneys and such other expenses so incurred.

ARTICLE 7

GENERAL

Section 7.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when (a) delivered personally or sent by telecopier or electronic mail, (b) sent by nationally recognized overnight courier, or (c) sent by certified mail, postage prepaid, return receipt requested, with proper address as indicated below. The Issuer, the Borrower and the Purchaser may, by 10 days' written notice given by each to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	City of Roseville, Minnesota Roseville City Hall 2660 Civic Center Drive Roseville, MN 55113-1815
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Attn: City Manager
Facsimile: _____
Email: info@cityofroseville.com

To the Purchaser: Bridgewater Bank
7831 Bush Lake Road, Suite 300
Bloomington, MN 55439
Attn: Ross Wieser, Vice President
Facsimile: (952) 893-6850
Email: ross.wieser@bwbn.com

With a copy to: Messerli & Kramer P.A.
1400 Fifth Street Towers
100 South Fifth Street, Suite 1400
Minneapolis, MN 55402-1217
Attn: Michelle Jester
Facsimile: (612) 672-3777
Email: mjester@messerlikramer.com.

To the Borrower: Roseville Leased Housing Associates I, LLLP
c/o Dominionium
2905 Northwest Blvd., Suite 150
Plymouth, MN 55441
Attn: Ryan J. Lunderby
Facsimile: (763) 354-5519
Email: rlunderby@dominium.com

With a copy to: Winthrop & Weinstine, P.A.
Capella Tower
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: John Stern and Scott Jahnke
Facsimile: (612) 604-6588
Email: jstern@winthrop.com
sjahnke@winthrop.com.

Any such communication shall be deemed to have been given (i) when delivered if personally delivered or sent by telecopier or email during a business day, (ii) on the business day after dispatch if sent by nationally recognized, overnight courier on other than during a business day, and (iii) on the third day after dispatch, if sent by mail.

Section 7.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Issuer and the Borrower and their respective successors and assigns.

Section 7.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.4 Amendments, Changes and Modifications. Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Note and before the Note is satisfied and discharged in accordance with its terms, this Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Purchaser.

Section 7.5 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.6 Limitation of Issuer's Liability. No covenant, provision or agreement of the Issuer herein or in the Note or in any other document executed by the Issuer (or any other party) in connection with the issuance, sale and delivery of the Note, or any obligation herein or therein imposed upon the Issuer or respecting the breach thereof, shall give rise to a pecuniary liability of the Issuer, its officers, employees or agents, or a charge against the Issuer's general credit or taxing powers or shall obligate the Issuer, its officers, employees or agents, financially in any way except with respect to this Agreement and the application of revenues herefrom and the proceeds of the Note. The Note shall be and constitutes only a special and limited revenue obligation of the Issuer, payable solely from the revenues pledged to the payment thereof pursuant to this Agreement and the Pledge Agreement, and the Note does not now and shall never constitute an indebtedness, a general or moral obligation or a loan of the credit of the Issuer, the State or any political subdivision thereof or a lien, charge or encumbrance, legal or equitable, against the Issuer's general credit or taxing powers or any of the Issuer's property. No failure of the Issuer to comply with any term, condition, covenant or agreement therein shall subject the Issuer, its officers, employees or agents, to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Agreement or revenues therefrom or proceeds of the Note. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Agreement and the application of revenues hereunder as hereinabove provided. It is further understood and agreed by the Borrower and the Purchaser that the Issuer, its officers, employees or agents shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto, all of which the Borrower agrees to pay. If, notwithstanding the provisions of this Section, the Issuer, its officers, employees or agents incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the Borrower will indemnify and hold harmless the Issuer, its officers, employees or agents from the same and will reimburse the Issuer, its officers, employees or agents for any legal or other expenses incurred by the Issuer, its officers, employees or agents in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer, its officers, employees or agents shall survive delivery of and payment for the Note and expiration or termination of this Agreement. The liability of the Issuer is further restricted as provided in the Act.

Section 7.7 Issuer Attorneys' Fees and Costs. The Borrower shall reimburse the Issuer and the Purchaser, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer and the Purchaser in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Note, this Agreement, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation,

preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer and the Purchaser during the term hereof or hereafter of any of the rights or remedies of the Issuer and the Purchaser hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

Section 7.8 Release. The Borrower hereby acknowledges and agrees that the Issuer and the Purchaser shall not be liable to the Borrower, and hereby releases and discharges the Issuer and the Purchaser from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the Borrower as a result of or relating to any action, or failure or refusal to act, on the part of any party with respect to the Note, this Agreement, or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by any third party of any of its rights or remedies pursuant to any of such documents.

Section 7.9 Assignment by Issuer and Survivorship of Obligations. The Issuer may assign its rights under this Agreement and any related documents to the Purchaser to secure payment of the principal of and interest on the Note, conditioned upon the Purchaser's assumption of the Issuer's and Purchaser's obligations to the Borrower hereunder, but any such assignment shall not operate to limit or otherwise affect the following provisions hereof to the extent that they run to the Issuer from the Borrower to which extent they shall survive any such assignment: Sections 3.4, 3.6, 4.1, 4.2, 4.4, 4.9, 6.6, 7.6, 7.7, 7.8 and 7.9.

Upon any such assignment, the provisions immediately above running to the Issuer from the Borrower for the Issuer's benefit shall run jointly and severally to the Issuer and the Purchaser (if appropriate), provided that the Issuer shall have the right to enforce any retained rights without the approval of the Purchaser, but only if the Purchaser is not enforcing such rights in a manner to protect the Issuer or is otherwise taking action with respect thereto that brings adverse consequences to the Issuer. The obligations of the Borrower running to the Issuer for the purpose of preserving the tax exempt status of the Note or otherwise for the Issuer's benefit under the foregoing Sections shall survive repayment of the Note and interest thereon.

Section 7.10 Required Approvals. Consents and approvals required by this Agreement to be obtained from the Borrower, the Issuer or the Purchaser shall be in writing and shall not be unreasonably withheld or delayed.

Section 7.11 Termination Upon Retirement of Note. At any time when no Principal Balance on the Note remains outstanding, and arrangements satisfactory to the Purchaser and the Issuer have been made for the discharge of all other accrued liabilities, if any, under this Agreement, this Agreement shall terminate, except as otherwise expressly provided in Section 7.9 or otherwise herein.

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Agreement to be executed in their respective names all as of the date first above written.

CITY OF ROSEVILLE, MINNESOTA

By _____
Mayor

By _____
City Manager

[Signature Page to Loan Agreement]

ROSEVILLE LEASED HOUSING
ASSOCIATES I, LLLP, a Minnesota limited
liability limited partnership

By: Roseville Leased Housing Associates I, LLC,
a Minnesota limited liability company
Its: General Partner

By: _____
Name: Ryan J. Lunderby
Its: Vice President

Signature Page to Loan Agreement

PLEDGE AGREEMENT

This Pledge Agreement is made as of the ___ day of _____, 2019, between CITY OF ROSEVILLE, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “Issuer”) and BRIDGEWATER BANK, a Minnesota banking corporation, its successors and assigns (the “Purchaser”).

RECITALS

WHEREAS, ROSEVILLE LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), and the Issuer have entered into a Loan Agreement of even date herewith (the “Loan Agreement”), pursuant to which the Issuer will lend to the Borrower the proceeds of the Multifamily Housing Revenue Note (Twin Lakes Family Apartments Project), Series 2019 (the “Note”) to be expended to (i) finance the acquisition, construction, and equipping of an approximately 228-unit multifamily rental housing development and functionally related facilities to be located at 1717 and 1743 County Road C West in the City (the “Project”); (ii) fund one or more reserve funds to secure the timely payment of the Note, if necessary; (iii) pay interest on the Note during the construction of the Project, if necessary; and (iv) pay the costs of issuing the Note (the “Project”); and

WHEREAS, the Note is payable from and secured by the loan repayments to be made by the Borrower under the Loan Agreement; and the Purchaser, as a condition to the purchase of the Note, has required the execution of this Pledge Agreement;

NOW THEREFORE, as an inducement to the Purchaser to purchase the Note, and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In order to secure the due and punctual payment of the Note and all other sums due the Purchaser under the Loan Agreement, the Issuer does hereby pledge and assign to the Purchaser all of the Issuer’s right, title and interest in and to the Loan Agreement (including, without limitation, any right, title and interest of the Issuer in the Project Fund and the Reserve Fund, each, as defined in the Loan Agreement), except for those rights retained by the Issuer under the provisions of Section 7.9 of the Loan Agreement.

2. The Issuer hereby represents and warrants to the Purchaser that the Issuer has not assigned or encumbered its right, title and interest in the Loan Agreement other than by this Pledge Agreement.

3. The Issuer hereby authorizes the Purchaser to exercise, whether or not a default exists under the Note or an Event of Default has occurred under the Loan Agreement, either in the Issuer’s name or the Purchaser’s name, any and all rights or remedies available to the Issuer under the Loan Agreement. The Issuer agrees, on request of the Purchaser, to execute and deliver to the Purchaser such other documents or instruments as shall be deemed necessary or appropriate by the Purchaser at any time to confirm or perfect the security interest hereby granted. The Issuer hereby appoints the Purchaser its attorney in fact to execute on behalf of the Issuer, and in its name, any and all such assignments, financing statements or other documents or instruments which the

Purchaser may deem necessary or appropriate to perfect, protect or enforce the security interest hereby granted.

4. The Issuer will not:

(a) exercise or attempt to exercise any remedies under the Loan Agreement except as permitted by Sections 6.2 and 7.9 of the Loan Agreement, or terminate, modify or accept a surrender of the same, or by affirmative act, consent to the creation or existence of any security interest or other lien in the Loan Agreement to secure payment of any other indebtedness; or

(b) receive or collect or permit the receipt or collection of any payments, receipts, rentals, profits or other moneys under the Loan Agreement (except as allowed under Section 7.9 thereof) or assign, transfer or hypothecate (other than to the Purchaser hereunder) any of the same then due or to accrue in the future.

5. The Issuer expressly covenants and agrees that the Purchaser shall be entitled to receive all payments under the Loan Agreement (except any payments due the Issuer under Section 7.9 thereof), and hereby authorizes and directs the Borrower to make such payments directly to the Purchaser. The Purchaser covenants and agrees that all payments received by the Purchaser pursuant to the Loan Agreement shall be applied to the payment of principal and interest on the Note and any other amounts due and owing by the Borrower to the Purchaser under the Note or the Loan Agreement.

6. The Purchaser agrees to extend the Mandatory Purchase Date (as defined in the Note) at the request of the Borrower by 12 months, one time, upon payment by the Borrower to the Purchaser of an extension fee of \$12,500, provided there is not an Event of Default or an event with notice and passage of time would become an Event of Default. Thereafter any extension of the Mandatory Purchase Date, one or more times, to a date not later than _____, 2022 shall be only with the consent of the Purchaser and upon delivery to the Purchaser of an opinion of Bond Counsel to the effect that such extension will not adversely affect the tax exempt status of interest paid on the Note.

7. The Purchaser agrees to advance the purchase price of the Note on the Borrower's behalf into the Project Fund as provided in the Note, the Loan Agreement and the Disbursing Agreement. In accordance with Section 7.9 of the Loan Agreement, the Purchaser hereby assumes the Issuer's obligations to the Borrower thereunder.

8. If an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the Purchaser may exercise any one or more or all, in any order, of the remedies hereinafter set forth, in addition to any other remedy at law or in equity or specified in the Loan Agreement, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Purchaser may, without prior notice of any kind, declare the principal of and interest accrued on the Note immediately due and payable.

(b) The Purchaser may exercise any rights and remedies and options of a secured party under the Uniform Commercial Code as adopted in the State of Minnesota and any and all rights available to it under the Loan Agreement and the Disbursing Agreement related to the Note.

9. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Pledge Agreement contained by or on behalf of the Issuer or the Purchaser shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

10. The unenforceability or invalidity of any provision or provisions of this Pledge Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

11. This Pledge Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Minnesota. This Pledge Agreement may not be amended or modified except in writing signed by the Issuer and the Purchaser.

12. This Pledge Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all of which together constituting one agreement.

13. The terms used in this Pledge Agreement which are defined in the Loan Agreement shall have the meanings specified therein, unless the context of this Pledge Agreement otherwise requires, or unless such terms are otherwise defined herein.

14. No obligation of the Issuer hereunder shall constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but shall be payable solely out of the proceeds and the revenues derived under the Loan Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Issuer and the Purchaser have caused this Pledge Agreement to be duly executed as of the day and year first above written.

CITY OF ROSEVILLE, MINNESOTA

By: _____
Its Mayor

By: _____
Its City Manager

[Signature Page to Pledge Agreement]

BRIDGEWATER BANK

By _____
Ross Wieser
Its Vice President

[Signature Page to Pledge Agreement]

DISBURSING AGREEMENT

This DISBURSING AGREEMENT is made as of _____, 2019 (the “Agreement”), by and between ROSEVILLE LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”) and BRIDGEWATER BANK, a Minnesota banking corporation (the “Purchaser”).

RECITALS

WHEREAS, City of Roseville, Minnesota (the “Issuer”) has provided for the issuance of its Multifamily Housing Revenue Note (Twin Lakes Family Apartments Project), Series 2019 (the “Note”), in the aggregate principal amount not to exceed \$4,346,852; and

WHEREAS, by a Loan Agreement dated as of the date hereof (the “Loan Agreement”), between the Issuer and the Borrower, the Issuer has agreed to lend the proceeds of its Note to the Borrower for use in a project consisting of (i) financing the acquisition, construction, and equipping of an approximately 228-unit multifamily rental housing development and functionally related facilities to be located at 1717 and 1743 County Road C West in the City of Roseville, Minnesota (the “Project”); (ii) funding one or more reserve funds to secure the timely payment of the Note, if necessary; (iii) paying interest on the Note during the construction of the Project, if necessary; and (iv) paying the costs of issuing the Note; and

WHEREAS, by a Pledge Agreement dated as of the date hereof, between the Issuer and the Purchaser, the Issuer has assigned to the Purchaser the Issuer’s interest in the Loan Agreement (except for certain rights retained by the Issuer under the provisions of Section 7.9 of the Loan Agreement); and

WHEREAS, by a Regulatory Agreement dated as of the date hereof, among the Issuer, the Borrower and the Purchaser, the Borrower agrees to comply with certain rental and occupancy requirements of federal and state law set forth therein; and

WHEREAS, the Loan Agreement provides that the proceeds of the Note shall be disbursed from the Project Fund created hereunder to the Borrower in accordance herewith; and

NOW, THEREFORE, in consideration of the premises, the payment by the Borrower to the Purchaser of a fee (receipt of which is acknowledged by the Purchaser), and of the mutual covenants and agreements hereinafter set forth, it is agreed between the parties hereto as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. Defined Terms. Any terms not defined herein shall have the meanings as defined in the Loan Agreement. As used in this Agreement, the following terms shall have the meanings set out respectively after each (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“Appraisal” – An acceptable appraisal of the market value of the completed Facility and the Land (a) addressed to the Purchaser, (b) prepared by an appraiser approved by the Purchaser and (c) conforming to all laws applicable to the Purchaser and otherwise in a form satisfactory to the Purchaser.

“Architect” – The architect retained by the Borrower to design the Facility.

“Architect’s Contract” – The agreement between the Borrower and the Architect as to preparation of the Plans and Specifications and construction of the Facility.

“Borrower” – Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership.

“Contractor” – Any person, including the General Contractor, who shall be engaged to work on, or to furnish materials and supplies for, the Facility.

“Construction Contract” – The agreement between the Borrower and the General Contractor pursuant to which the General Contractor agrees to construct the Facility in accordance with the Plans and Specifications for a fixed price or maximum cost.

“Disbursement” – A disbursement by the Purchaser from the Project Fund to the Borrower pursuant to Article II hereof.

“Draw Request” – A request for a Disbursement made on a form approved by the Purchaser and in accordance with Section 2.03 hereof.

“Event of Default” – One of the events of default specified in Section 6.01 hereof and the continuance of such event following the giving of any notice and the expiration of any cure period specified in Section 6.01.

“Facility” – An approximately 228-unit multifamily rental housing development and functionally related facilities to be located at 1717 and 1743 County Road C West in the City of Roseville, Minnesota.

“General Contractor” – The general contractor retained by the Borrower to construct the Facility.

“General Partner” – Roseville Leased Housing Associates I, LLC, a Minnesota limited liability company, its successors and assigns.

“Governing Authorities” – The Issuer and any other local, State or federal governing authority having jurisdiction over the Project.

“Guarantor” – Dominion Holdings II, LLC, a Minnesota limited liability company.

“Guaranty” – the Guaranty, dated as of the date hereof, by the Guarantor in favor of the Purchaser, as it may be amended from time to time.

“Issuer” – City of Roseville, Minnesota.

“Land” – The land in Roseville, Minnesota, upon which the Facility is to be constructed.

“Loan” – The loan to be made to the Borrower pursuant to the terms of the Loan Agreement and to be disbursed in accordance with this Agreement.

“Loan Agreement” – Shall have the meaning given to that term in the recitals to this Agreement.

“Note” – Shall have the meaning given to that term in the recitals to this Agreement.

“Organizational Documents” – The following documents each of which shall be in form and substance acceptable to the Purchaser:

(i) complete and correct copies of the Certificate of Formation and Certificate of Limited Partnership of the Borrower as in effect on the date hereof, certified by the Secretary of State of Minnesota as of a current date, and a complete and correct copy of the Agreement of Limited Liability Limited Partnership;

(ii) complete and correct copies of the Certificate of Organization and Articles of Organization of the General Partner as in effect on the date hereof, certified by the Secretary of State of Minnesota as of a current date, as well as a complete and correct copy of the Operating Agreement, as in effect on the date hereof;

(iii) Certificates of Good Standing of the Borrower and the General Partner, duly issued as of a current date by the Minnesota Secretary of State; and

(iv) copies of the resolutions of the Borrower and the General Partner authorizing the execution, delivery and performance of those Loan Documents to which each is a party and the transactions contemplated thereby, duly certified by an officer thereof.

“Plans and Specifications” – The plans and specifications for the Facility prepared and signed by the Architect and approved by the Purchaser.

“Pledge Agreement” – Shall have the meaning given to that term in the recitals to this Agreement.

“Project” – The acquisition, construction, and equipping of the Facility.

“Project Costs” – The costs shown on the Total Project Cost Statement.

“Project Fund” – The fund created pursuant to Section 2.01 hereof.

“Purchaser” – Bridgewater Bank, a Minnesota banking corporation.

“Regulatory Agreement” – shall have the meaning given to that term in the recitals of this Agreement.

“Security Documents” – The Loan Agreement, the Pledge Agreement, the Guaranty, any mortgage, any assignment of leases and rents and any other security documents subsequently executed by the Borrower.

“Subcontractor” – Any person who contracts with the General Contractor to perform any of the work or supply any of the materials necessary to complete the Facility.

“Subcontract” – Any contract between the General Contractor and a Subcontractor.

“Sworn Construction Statement” – A sworn construction statement duly executed by the Borrower and the General Contractor showing all Contractors having contracts or subcontracts for specific portions of the work on the Facility and the amounts due or to become due each such Contractor, and including all costs and expenses of any kind incurred and to be incurred in constructing the Facility and fulfilling the obligations of the General Contractor under the terms of the Construction Contract.

“Title” – Such entity as the Borrower and Purchaser shall agree to prior to any disbursement under Section 3.02.

“Total Project Cost Statement” – A total project cost statement duly executed by the Borrower incorporating the Sworn Construction Statement and setting forth all costs and expenses of any kind incurred or to be incurred by the Borrower in connection with acquisition of the Land and construction and equipping of the Facility, including all so called “hard” and “soft” costs.

ARTICLE 2

COMMITMENT TO MAKE DISBURSEMENTS, DISBURSEMENT PROCEDURES AND DEPOSIT OF FUNDS

Section 2.01. The Project Fund. Pursuant to this Agreement, a Project Fund has been established and maintained in the Borrower’s name as a separate account with the Purchaser (the “Project Fund”). The Purchaser shall maintain the Project Fund for as long as the Purchaser is the holder of the Note. On the date of Closing (as defined in the Loan Agreement), \$50,001 of Note proceeds have been advanced under the Note and have been expended on the Issuance Expenses. Thereafter, with the consent of the Purchaser, proceeds of the Note shall be advanced and deposited into the Project Fund in the amount of each Disbursement. All amounts in the Project Fund shall earn interest at a variable per annum rate equal to that paid by the Purchaser on its business money market accounts or at such other rate as the Borrower and the Purchaser may agree, provided, however that any amounts remaining in the Project Fund from and after _____, 2021 shall not be invested at a Yield greater than the Yield on the Note (_____ %). The Borrower hereby grants to the Purchaser a security interest in any and all amounts on deposit in the Project Fund as security for payment by the Borrower and performance of its other obligations under the Note and the Security Documents. Upon redemption of the Note and payment of the Note in full to the Purchaser, if any funds remain in the Project Fund, the Purchaser shall disburse such funds based on the written direction of the Borrower.

Section 2.02. The Disbursements. Subject to the conditions precedent for disbursement set forth in Article 3, the Purchaser agrees, on the terms and subject to the conditions hereinafter

set forth, to make Disbursements from the Project Fund to the Borrower from time to time in an aggregate principal amount of up to and including the maximum amount of \$4,346,852. All Disbursements shall be used to pay Project Costs. The obligation of the Borrower to repay the Disbursements shall be evidenced by the Loan Agreement and the Note which contain terms relating to maturity, interest rate, payments, prepayment, acceleration and other matters.

Section 2.03. Disbursement Procedures.

(a) Whenever the Borrower desires a Disbursement, which shall be no more often than monthly, the Borrower shall submit to the Purchaser a Draw Request, duly executed on behalf of the Borrower, setting forth the information requested therein. Each Draw Request shall be submitted on or between the 1st day and the 15th day of the month in which a Disbursement is requested, and shall be filed at least 7 days before the date the Disbursement is desired. With respect to construction items (so called "hard costs") each Draw Request shall be limited to amounts equal to (i) the total of such costs actually incurred and paid or owing by the Borrower to the date of such Draw Request for work performed on the Project that the Purchaser has committed to finance pursuant to Section 2.02 hereof, plus (ii) the cost of materials and equipment not incorporated in the Project, but delivered to and suitably stored on the Land; less, (iii) 5.0% holdback with respect to labor and not materials (or such lesser holdback as is authorized by the Purchaser) and less prior Disbursements. Notwithstanding anything herein to the contrary, no Disbursements for materials stored on the Land will be made by the Purchaser unless the Borrower provides suitable security for such storage. With respect to all other costs (so called "soft costs") each Draw Request shall be limited to the total of such costs incurred by the Borrower to the date of such Draw Request, less prior Disbursements for such costs. Each Draw Request shall constitute a representation and warranty by the Borrower that all representations and warranties set forth in Article 4 are true and correct as of the date of such Draw Request.

(b) At the time of submission of each Draw Request, the Borrower shall also submit to the Purchaser and Title any materials required by Title, including (without limitation) a written lien waiver from each Contractor for work done and materials supplied by it which were paid for pursuant to the previous Draw Request.

(c) If on the date a Disbursement is desired, (i) the Borrower has performed all of its agreements and complied with all requirements therefor to be performed or complied with hereunder including satisfaction of all applicable conditions precedent contained in Article 3 hereof, (ii) the Borrower has performed all of its obligations hereunder, and (iii) the Purchaser receives a current construction report from the inspecting architect/engineer, if any, confirming the accuracy of the information set forth in the Draw Request, the Purchaser shall advance under the Note and disburse the amount of the requested Disbursement to or at the direction of the Borrower. Each Disbursement shall constitute an advance under the Note and shall bear interest at the rate provided in the Note from the date such Disbursement is disbursed by the Purchaser.

Section 2.04. Deposit of Funds by the Borrower. If the Purchaser shall at any time after the conditions set forth in Section 3.02 have been met in good faith determine that the undisbursed

amount of the Note is less than the amount required to pay all unpaid costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, and shall thereupon send written notice thereof to the Borrower specifying the amount required to be deposited by the Borrower into the Project Fund to provide sufficient funds to pay all such costs and complete the Project, the Borrower agrees that it will, within 7 calendar days of receipt of any such notice, deposit into the Project Fund the amount of funds specified in the Purchaser's notice. The Borrower agrees that any such funds so deposited may be disbursed before any further disbursement of monies in the Project Fund, to pay any and all costs and expenses of any kind in connection with completion of the Project.

Section 2.05. Disbursements Without Receipt of Draw Request. Notwithstanding anything herein to the contrary, the Purchaser shall have the irrevocable right at any time and from time to time to apply monies in the Project Fund or Reserve Fund to pay interest on the Note as and when it becomes due, and to pay any and all of the expenses referred to in Section 7.04 hereof, all without receipt of a Draw Request from the Borrower.

ARTICLE 3

CONDITIONS OF ADVANCES

Section 3.01. Conditions Precedent to Initial Advance. The obligation of the Purchaser to make the initial advance of \$50,001 to pay certain costs of the Project shall not be subject to the requirements provided elsewhere in this Agreement (except as indicated in this Section 3.01), but shall be subject to the condition precedent that the Borrower shall be in compliance with the conditions contained in Section 3.03 and the further condition precedent that the Purchaser shall have received on or before the date of the initial advance under the Note, the following, each to be satisfactory to the Purchaser in form and substance:

- (a) The Loan Agreement duly executed by the Issuer and the Borrower;
- (b) The Note duly executed by the Issuer;
- (c) The Pledge Agreement duly executed by the Issuer and the Purchaser;
- (d) The Regulatory Agreement duly executed by the Issuer, Borrower and the Purchaser;
- (e) The Guaranty duly executed by the Guarantor;
- (f) The Organizational Documents;
- (g) A signed copy of a favorable opinion of counsel to the Borrower; and
- (h) An opinion of Briggs and Morgan, Professional Association, or other nationally-recognized bond counsel to the effect that interest on the Note is exempt from all federal and state income taxes.

Section 3.02. Conditions Precedent to Further Disbursements. The obligation of the Purchaser to make additional advances of the purchase price of the Note and Disbursements shall be subject to the conditions precedent that the Borrower shall have received the consent of the Purchaser and be in compliance with all the conditions contained in Section 3.03 and the further condition precedent that the Purchaser shall have received (unless waived in writing by the Purchaser) on or before the date of each further Disbursement, each of the following, each to be satisfactory to the Purchaser in form and substance:

- (a) A mortgage and assignment of leases and rents encumbering the Land;
- (b) An Assignment of Construction Contract duly executed by the Borrower and consented to by the General Contractor;
- (c) An Assignment of Architect's Contract duly executed by the Borrower and consented to by the Architect;
- (d) A copy of the Plans and Specifications;
- (e) Copies of the Construction Contract and the Architect's Contract;
- (f) Copies of such Subcontracts as the Purchaser may request, together with a letter from each Contractor under such Subcontracts permitting the Purchaser, upon its election to complete the Facility in accordance with the provisions of Section 6.02(c) hereof, to acquire the interest of the Contractor under such Subcontracts;
- (g) The Sworn Construction Statement;
- (h) The Appraisal;
- (i) An extended coverage ALTA Mortgagee's Policy of Title Insurance issued by Title (Form 1970 or Form 1992 Revised 10 23 92 with the exclusion for creditors rights and arbitration requirements deleted) and containing such endorsements as Purchaser may require including ALTA Form 9 Comprehensive Endorsement and ALTA Form 3.0 Zoning Endorsement. Such Policy shall be in an amount equal to the amount of the Loan and shall insure any mortgage as a first lien on a good and marketable fee simple title to the Facility and the Land, subject only to such encumbrances as shall be acceptable to the Purchaser. Without limiting the generality of the foregoing, such Policy shall insure the Purchaser against claims for mechanics' liens, rights of parties in possession and matters which would be disclosed by a comprehensive survey of the Land;
- (j) A boundary survey of the Land prepared and certified by a licensed or registered surveyor to the Purchaser in accordance with Minimum Standard Detail Requirements for a Class A Urban ALTA Land Survey (as most recently adopted by the ALTA/NSPS) including Items Nos. 1, 2, 3, 4, 6, 7(a), 7(b)(1), 8, 9, 10, and 13 of Table A of the Requirements and such other items as the Purchaser may reasonably require. The survey shall set forth the street address of the Facility and the Land along with the legal description and the number of square feet within said description. The survey shall be "spotted" to show the proposed Facility according to the site plan prepared by the Architect

and revised to show foundations when laid. Upon completion of the Facility the survey shall be recertified “as built”;

(k) A copy of the plat for the Project conforming to all platting requirements, or evidence that a plat is not required or has been waived by the appropriate Governing Authority;

(l) Appropriate searches conducted in the required offices in the State showing no tax liens, bankruptcies, judgments or other liens affecting the Borrower, the Facility or the Land, and Uniform Commercial Code searches conducted disclosing no security interests existing against the Project including the equipment, fixtures and personalty;

(m) The site plan prepared by the Architect showing the proposed Facility;

(n) A letter from the appropriate Governing Authority stating that the Facility when constructed in accordance with the Plans and Specifications will comply in all respects with all applicable ordinances, zoning, planned unit development, subdivision, platting, environmental and land use requirements, without special variance or exception, and such other evidence as the Purchaser shall request to establish that the Project and the contemplated use thereof are permitted by and comply with all applicable use or other restrictions and requirements in prior conveyances, zoning ordinances, environmental laws and regulations, water shed district regulations and all other applicable laws or regulations, and have been duly approved by the municipal and other governmental authorities having jurisdiction over the Project, and that all required permits for construction have been obtained;

(o) Soil reports describing the soil conditions and indicating any corrective action that may be necessitated because of such conditions, together with evidence that the Plans and Specifications incorporate such corrective action, if any;

(p) A Phase I Environmental Site Assessment, addressed and certified to the Borrower and the Purchaser and performed by a qualified licensed engineer or certified environmental/industrial hygienist in strict conformance with the Standard Practice for Environmental Site Assessment Process, ASTM Standard E1527 97 and a findings and conclusions section consistent with Section 11.6.1 thereof and any additional investigations and analysis necessary for the consultant to conclude there are no Recognized Environmental Conditions (as such term is used in Standard E1527) associated with the Project, or such have been remediated in accordance with applicable law;

(q) The Total Project Cost Statement;

(r) Letters from utility companies establishing that all utilities necessary for the construction and operation of the Facility are available at the boundaries of the Land, including without limitation water, sewer, electricity, gas and telephone, and that the Borrower has the right to connect to and use such utilities;

(s) Copies of the policies of builder's risk insurance (including business interruption insurance) and comprehensive general liability insurance and a certificate of the worker's compensation insurance, with all such insurance in full force and effect; and

(t) Such other documents as the Purchaser may require.

Section 3.03. Further Conditions Precedent to All Disbursements. The obligation of the Purchaser to make each subsequent Disbursement shall be subject to the condition precedent that the Borrower shall be in compliance with all conditions set forth in Sections 3.01 and 3.02, and the further conditions precedent that on the date of such Disbursement:

(a) No Event of Default hereunder, or event which would constitute an Event of Default but for the requirement that notice be given or that a period of cure or time elapse, shall have occurred and be continuing and all representations and warranties made by the Borrower in Article 4 shall continue to be true and correct as of the date of such Disbursement.

(b) No determination shall have been made by the Purchaser that the unadvanced amount of the Note is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project; or if such a determination has been made and notice thereof sent to the Borrower, the Borrower has deposited the necessary funds in the Project Fund in accordance with Section 2.04 hereof.

(c) The disbursement requirements of Section 2.03 hereof shall have been satisfied.

(d) If required by the Purchaser, the Purchaser shall be furnished with an updated statement of the Borrower and of any Contractor, in form and substance required by the Purchaser, setting forth the names, addresses and amounts due or to become due as well as the amounts previously paid to every Contractor, subcontractor, person, firm or corporation furnishing materials or performing labor in connection with the construction of any part of the Project.

(e) The Borrower shall have provided to the Purchaser such evidence of compliance with all of the provisions of this Agreement as the Purchaser may reasonably request.

(f) The Borrower shall have provided to the Purchaser copies of all building permits and such other licenses and permits as may be required to construct the Facility. No license or permit necessary for the construction of the Facility shall have been revoked or the issuance thereof subjected to challenge before any court or other Governing Authority.

Section 3.04. Conditions Precedent to the Final Disbursement. The obligation of the Purchaser to make the final Disbursement shall be subject to the condition precedent that the Borrower shall be in compliance with all conditions set forth in Sections 3.01, 3.02 and 3.03, and, further, that the following conditions shall have been satisfied:

(a) The Project, including all landscape and parking requirements, shall have been completed in accordance with the Plans and Specifications and the Purchaser shall have received a Certificate of Completion from the General Contractor and the Architect certifying that (i) work on the Project has been completed in accordance with the Plans and Specifications and all labor, services, materials and supplies used in such work have been paid for and (ii) the completed Project conforms with all applicable zoning, land use planning, building and environmental laws and regulations of all Governing Authorities.

(b) The Purchaser shall have received satisfactory evidence that all work requiring inspection by municipal or other Governing Authorities has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and any other approvals for occupancy and operation of the Project have been issued.

(c) The Purchaser and Title shall have received a final lien waiver from each Contractor for all work done and for all materials furnished by it for the Project or Title shall be reasonably satisfied that such lien waivers will be provided within 30 days and shall have provided its Policy of Title Insurance described in Section 3.02(i) with the mechanic's lien exception removed.

(d) The Purchaser shall have received an "as built" survey of the Land meeting all of the requirements set forth in Section 3.02(j) and showing that the Facility as completed is entirely within the exterior boundaries of the Land and any building setback or restriction lines and do not encroach upon any easements or right of way, and showing such other information as the Purchaser may reasonably request.

Section 3.05. No Waiver. The making of any Disbursement prior to fulfillment of any condition thereof shall not be construed as a waiver of such condition, and the Purchaser reserves the right to require fulfillment of any and all such conditions prior to making any subsequent Disbursements.

Section 3.06. Refunding of Note Prior to Completion of Project. It is the expectation of the Borrower and the Purchaser that the Borrower will refund the Note prior to completion of the Project. Notwithstanding the conditions precedent to disbursements set forth in Sections 3.02, 3.03, and 3.04, if (i) no Event of Default has occurred and is continuing hereunder, and (ii) the Borrower has secured financing or other available funds in an amount sufficient to immediately redeem and prepay the Note in full, the Purchaser agrees to fully advance the Note on the date the Note is scheduled to be refunded and deposit such funds to the Project Fund.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

Section 4.01. Representations and Warranties. The Borrower represents to the Purchaser and warrants as follows:

(a) The Borrower is a limited liability limited partnership, duly organized, validly existing and in good standing under the laws of the State of Minnesota, and has all requisite power and authority to enter into purchase agreements for and own the Land and

construct the Facility, and to execute and deliver and to perform all of its obligations under the Loan Agreement, this Agreement, the Note and the Security Documents and the execution and delivery thereof and the carrying out of the transactions contemplated thereby will not violate, conflict with or constitute a default under the terms of the Organizational Documents or under any note, bond, debenture or other evidence of indebtedness or any contract, loan agreement or lease to which the Borrower is a party or by which the Land is subject, or violate any law, regulation or order of any Governing Authority, or any court order or judgment in any proceeding to which the Borrower is or was a party or by which the property of the Borrower is bound.

(b) The execution, delivery and performance by the Borrower of the Loan Agreement, this Agreement, the Regulatory Agreement and the Security Documents have been duly authorized by the Borrower.

(c) This Agreement constitutes, and the Loan Agreement, the Regulatory Agreement, the Note and the Security Documents when delivered hereunder will constitute, legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms.

(d) The Borrower has obtained or will obtain all necessary licenses and permits required for construction of the Facility and operation of the Project, except those which cannot be obtained until completion of the Project.

(e) The Project will be constructed in accordance with the Plans and Specifications; will be constructed entirely on the Land; and will not encroach upon or overhang any easement or right of way. The Project, both during construction and at the time of completion, and the contemplated use thereof, will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record. The Borrower agrees that it will furnish to the Purchaser from time to time reasonably satisfactory evidence with respect thereto.

(f) Any and all financial statements of the Borrower heretofore delivered to the Purchaser by or on behalf of the Borrower are true and correct in all respects, have been prepared and fairly present the financial condition of the subject thereof as of the respective dates thereof. No materially adverse change has occurred in the financial conditions reflected therein since the respective dates thereof. None of the aforesaid financial statements or any certificate or statement furnished to the Purchaser by or on behalf of the Borrower in connection with the transactions contemplated hereby, and none of the representations and warranties in this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein or herein not misleading. To the best knowledge of the Borrower, there is no fact which materially adversely affects or in the future (so far as the Borrower can now foresee) may materially adversely affect the business or prospects or condition (financial or other) of the Borrower or any of its properties or assets, which has not been set forth herein or in a certificate or statement furnished to the Purchaser by the Borrower.

(g) There is no suit, action, proceeding or investigation pending or threatened against or affecting the Borrower (or any basis therefor) at law or in equity or by or before any court, arbitrator, administrative agency or other federal, state or local governmental authority which individually or in the aggregate, if adversely determined, might have a material adverse effect on, or affect the validity as to the Borrower of, any of the transactions contemplated by this Agreement or the ability of the Borrower to perform its obligations hereunder or as contemplated hereby.

(h) No consent, approval, order or authorization of or registration, declaration or filing with any governmental authority is required in connection with a valid execution and delivery of this Agreement, the Loan Agreement, the Regulatory Agreement, the Security Documents or of any and all other agreements and instruments herein mentioned to which the Borrower is a party or the carrying out or performance of any of the transactions required or contemplated thereby, or, if required, such consent, approval, order or authorization shall have been obtained or such registration, declaration or filing shall have been accomplished prior to the initial Disbursement.

(i) The principal amount of the Note, together with any other funds to be contributed toward the payment of Project Costs by the Borrower will be sufficient to pay the entire cost of acquiring, constructing, equipping and otherwise rendering the Project suitable for its intended use.

ARTICLE 5

ADDITIONAL COVENANTS OF THE BORROWER

Section 5.01. Affirmative Covenants. The Borrower agrees that:

(a) The Borrower will diligently proceed with the acquisition, construction and equipping of the Project in accordance with the Plans and Specifications and all applicable laws and ordinances, and will complete the Project by December 1, 2022 and will use the proceeds of the Note solely to pay Project Costs.

(b) The Borrower will use all reasonable efforts to require each Contractor to comply with all rules, regulations, ordinances and laws bearing on its conduct of work on the Project.

(c) The Borrower will provide and maintain at all times during construction of the Project (and, from time to time at the request of the Purchaser, furnish the Purchaser with proof of payment of premiums on) insurance on the Project.

(d) The Borrower shall maintain accurate and complete books, accounts and records pertaining to the Project. The Borrower will permit the Purchaser, acting by and through its officers, employees and agents during normal business hours and upon reasonable notice, to examine all books, records, contracts, plans, drawings, permits, bills and statements of account pertaining to the Project and to make extracts therefrom and copies thereof.

Section 5.02. Negative Covenants. The Borrower agrees that, without the prior written consent of the Purchaser, it will not voluntarily, involuntarily or by operation of law agree to, cause, suffer or permit (i) any sale, transfer, lease, sublease or conveyance of any interest of the Borrower, legal or equitable, in the Project, except in the ordinary course of the Borrower's business; (ii) any sale, transfer or encumbrance of any general or limited partnership or equity interests in the Borrower; or (iii) any mortgage, pledge, encumbrance or lien to be outstanding against the Project or any portion thereof, or any security interest to exist therein, except as created by the Security Documents, disclosed on those certain Commitments for Title Insurance issued by Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company, commitment number 55705 with an effective date of June 19, 2019, as it may be amended or supplemented from time to time, or as explicitly permitted within the Security Documents, without, in each instance, the prior written consent of the Purchaser. If the Borrower breaches the foregoing covenant, the Purchaser may, at its election, refuse to make any future advances under the Loan pursuant to the Disbursing Agreement and/or declare all amounts owing under this Agreement, the Loan Agreement, the Note, the Guaranty and the other Security Documents to be immediately due and payable, without notice to the Borrower (which notice the Borrower hereby expressly waives), and upon such declaration all such amounts shall be immediately due and payable. Any transfer of an interest in the General Partner, including in accordance with the terms of the Partnership Agreement, shall require the consent of the Purchaser, which shall not be unreasonably withheld, delayed or conditioned.

No transfer, conveyance, lease, sale or other disposition shall relieve the Borrower from personal liability for its obligations hereunder or under the other Security Documents, whether or not the transferee assumes such obligations. The Purchaser may, without notice to the Borrower, deal with any successor owner of all or any portion of the Project in the same manner as with the Borrower, without in any way discharging the liability of the Borrower hereunder or under the Security Documents.

ARTICLE 6

EVENTS OF DEFAULT AND RIGHTS AND REMEDIES

Section 6.01. Events of Default. Each of the following shall constitute an Event of Default.

(a) The Borrower shall fail to pay, when due, interest or principal due under the Loan Agreement or the Note or, upon written notice to the Borrower, any other amounts due under the Loan Agreement and such failure shall continue for 10 calendar days;

(b) Any representation or warranty made by the Borrower herein, in the Security Documents or in any financial statement, certificate, report or Draw Request furnished pursuant to this Agreement or the Security Documents shall prove to have been untrue in any material respect as of the time such representation or warranty was made;

(c) The Borrower shall fail duly to observe or perform, any of the terms, conditions, covenants or agreements required to be observed or performed by the Borrower hereunder (other than terms, conditions, covenants or agreements otherwise specifically

dealt with in this Article 6), and such failure shall continue for a period of 30 calendar days after written notice of such failure has been given by the Purchaser to the Borrower, provided that if the Borrower promptly commences and diligently pursues a cure but such default cannot reasonably be cured within 30 days, then the Borrower may have an additional 30 days within which to cure the default;

(d) The Borrower shall be in default under or in breach of any of the covenants contained in any of the Security Documents and such default or breach shall not be cured or waived within the period or periods of grace or time allowed to cure, if any, applicable thereto;

(e) An Event of Default as defined in the Loan Agreement shall occur and be continuing, and such Event of Default shall not be cured or waived within the period or periods of grace or time allowed to cure, if any, applicable thereto;

(f) The Facility shall be materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the Purchaser, shall not be adequately covered by insurance actually collected or in the process of collection or by other funds available to the Borrower;

(g) The Purchaser shall have given notice to the Borrower pursuant to Section 2.04 hereof to deposit additional funds in the Project Fund and the Borrower shall have failed to do so within 7 calendar days;

(h) The Borrower shall fail to comply with any requirement of any Governing Authority within 30 days after notice in writing of such requirement shall be given to the Borrower by such Governing Authority, subject to any rights of the Borrower to contest such requirement as provided in the Security Documents;

(i) The Borrower shall fail to disclose to the Purchaser the names of all persons with whom the Borrower contracted or intends to contract for the construction of the Facility or the furnishing of labor or any materials therefor or shall fail to exhibit to the Purchaser, upon request, copies of all such contracts;

(j) A petition in bankruptcy or for reorganization or for an arrangement under any bankruptcy or insolvency law or for a custodian, receiver or trustee for any of its property shall be filed by the Borrower, or a petition in bankruptcy or for reorganization or for an arrangement under any bankruptcy or insolvency law or for a custodian, receiver or trustee of any of the Borrower's property shall be filed against the Borrower and shall not be dismissed within 90 days, or a custodian, receiver or trustee of any property of the Borrower shall be appointed and shall not be discharged within 90 days, or the Borrower shall make an assignment for the benefit of creditors or generally shall not pay its debts as they become due, or the Borrower shall be adjudged insolvent by any state or federal court of competent jurisdiction, or an attachment or execution shall be levied against any substantial portion of the property of the Borrower and shall not be discharged within 90 days.

Section 6.02. Rights and Remedies. Upon the occurrence of an event which with the passage of time or the giving of notice or both would constitute an Event of Default and at any time thereafter, the Purchaser may by notice in writing to the Borrower, refrain from making any further Disbursements hereunder (but the Purchaser may make Disbursements after the occurrence of such an event or an Event of Default without thereby waiving its rights and remedies hereunder). Upon the occurrence of an Event of Default the Purchaser may, at its option, exercise any and all of the following rights and remedies (and any other rights and remedies available to it):

(a) The Purchaser may, by 10 days' written notice to the Borrower, declare immediately due and payable all unpaid principal and accrued interest owing under the Loan Agreement and the Note, together with all other sums payable thereunder (including any amounts due upon prepayment of the Loan or Note), and the same shall thereupon be immediately due and payable without presentment or other demand, protest, notice of dishonor or any other notice of any kind, all of which are hereby expressly waived.

(b) The Purchaser shall have the right, in addition to any other rights provided by law, to enforce its rights and remedies under the Loan Agreement and the other Security Documents.

(c) The Purchaser may pay any amount or take any other action necessary to remedy the Event of Default, and any amount so paid shall be repaid to the Purchaser by the Borrower on demand with interest at the rate provided for in the Note plus 5.0%.

(d) The Purchaser may at its option apply any amounts in the Project Fund or Reserve Fund (as defined in the Loan Agreement) to repay amounts owing under the Note or the Security Documents, or the Purchaser may use such amounts to pay the costs of completing the Project.

ARTICLE 7

MISCELLANEOUS

Section 7.01. Inspections. The Borrower and the Architect shall be responsible for making inspections of the Project during the course of the construction of the Facility and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Disbursement has been properly done or supplied in accordance with the Construction Contract and the other applicable contracts with the Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Borrower and/or its Architect and the same is not remedied within 15 days of the discovery thereof; the Borrower will immediately notify the Purchaser in writing of such fact. It is expressly understood and agreed that the Purchaser and any inspecting architect/engineer engaged by the Purchaser may conduct such inspections of the Project as either may deem necessary for the protection of the Purchaser's interest, and that any inspections which may be made of the Project by the Purchaser or such inspecting architect/engineer will be made, and all certificates issued by any inspecting architect/engineer will be issued, solely for the benefit and protection of the Purchaser, and that the Borrower will not rely thereon.

Section 7.02. Indemnification by the Borrower. The Borrower shall bear all loss, expense (including attorneys' fees) and damage in connection with, and agrees to indemnify and hold harmless the Purchaser, its agents, servants and employees from all claims, demands and judgments made or recovered against the Purchaser, its agents, servants and employees (the "Indemnified Partners"), because of bodily injuries, including death at any time resulting therefrom, and/or because of damages to property of the Purchaser or otherwise (including loss of use) from any cause whatsoever, except to the extent due to the gross negligence or willful misconduct of the Purchaser, arising out of, incidental to, or in connection with the construction of the Project, whether or not due to any act of omission or commission, including negligence of the Borrower or any Contractor of its or their employees, servants or agents, and whether or not due to any act of omission or commission of the Purchaser, its employees, servants or agents. The Borrower's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Borrower or subject to any exclusions from coverage in any insurance policy. The obligations of the Borrower under this Section shall survive the payment of all amounts owing under the Loan Agreement and the Note.

Section 7.03. Additional Security Interest. In the event a Disbursement is to be made for materials then being fabricated or stored, or both, for later use in the completion of the Project but which are not then stored upon the Land or installed or incorporated into the Project, then such Disbursement shall be made only after the Borrower has given to the Purchaser such security instruments and insurance on such materials as the Purchaser may reasonably request.

Section 7.04. Fees and Expenses. Whether or not any Disbursement shall be made hereunder, the Borrower agrees to pay all fees of Title and the appraisal fees, survey fees, recording fees, license and permit fees and title insurance and other insurance premiums, and agrees to reimburse the Purchaser upon demand for all reasonable out of pocket expenses actually incurred by the Purchaser in connection with this Agreement or in connection with the transactions contemplated by this Agreement, including, but not limited to, any and all reasonable legal expenses and attorneys' fees sustained by the Purchaser in the exercise of any right or remedy available to it under this Agreement (whether or not suit is commenced) or otherwise by law or equity and all reasonable fees and disbursements of counsel for the Purchaser for the services performed by such counsel in connection with the preparation of this Agreement and the other documents and instruments contemplated hereby.

Section 7.05. Notices. All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if (a) delivered personally or sent by telecopier or electronic mail, (b) sent by nationally recognized overnight courier or (c) sent by certified mail, postage prepaid, return receipt requested, addressed as follows:

- (a) If to the Purchaser at:

Bridgewater Bank
7831 Bush Lake Road, Suite 300
Bloomington, MN 55439
Attn: Ross Wieser
Facsimile: (952) 893-6850
Email: ross.wieser@bwbmnm.com

With a copy to:

Messerli & Kramer, P.A.
1400 Fifth Street Towers
100 South Fifth Street
Minneapolis, MN 55402
Attn: Michelle Jester, Esq.
Facsimile: (612) 672-3777
Email: mjester@messerlikramer.com

- (b) If to the Borrower at:

Roseville Leased Housing Associates I, LLLP
c/o Dominion
2905 Northwest Blvd., Suite 150
Plymouth, MN 55441
Attn: Ryan J. Lunderby
Facsimile: (763) 354-5519
Email: rlunderby@dominiuminc.com

With a copy to: Winthrop & Weinstine, P.A.
Capella Tower
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: John Stern and Scott Jahnke
Facsimile: (612) 604-6588
Email: jstern@winthrop.com
sjahnke@winthrop.com

or to such other addresses as the party to whom notice is to be given may have furnished to each other party by 10 days' advance notice in writing in accordance herewith. Any such communication shall be deemed to have been given (i) when delivered if personally delivered or sent by telecopier or email during a business day, (ii) on the business day after dispatch if sent by nationally recognized, overnight courier on other than during a business day, and (iii) on the third day after dispatch, if sent by mail.

Section 7.06. Time of Essence. Time is of the essence in the performance of this Agreement.

Section 7.07. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Borrower and the Purchaser and their respective successors and assigns, except that the Borrower may not transfer or assign its rights hereunder without the prior written consent of the Purchaser, except as specifically provided in Section 5.02.

Section 7.08. Waivers. No waiver by the Purchaser of any default hereunder shall operate as a waiver of any other default or of the same default on a future occasion. No delay on the part of the Purchaser in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or future exercise thereof or the exercise of any other right or remedy.

Section 7.09. The Purchaser's Remedies Cumulative. The rights and remedies hereby specified are cumulative and not exclusive of any rights or remedies which the Purchaser would otherwise have.

Section 7.10. Governing Law and Entire Agreement. This Agreement shall be governed by the laws of the State of Minnesota. This Agreement contains the entire agreement of the parties on the matters covered herein. No other agreement, statement or promise made by any party or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 7.11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.12. Inconsistency. In the event that any of the terms and provisions of this Agreement are inconsistent with any of the terms and provisions of the Loan Agreement or the other Security Documents, the terms and provisions of this Agreement shall govern.

Section 7.13. Conditions of Disbursements. All conditions of the obligation of the Purchaser to make Disbursements hereunder are imposed solely and exclusively for the benefit of the Purchaser, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that the Purchaser will refuse to make Disbursements in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by the Purchaser at any time if the Purchaser, in its sole discretion, deems it advisable to do so.

Section 7.14. Amendments. Neither this Agreement nor any provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Section 7.15. Jurisdiction. The Borrower hereby irrevocably agrees that any legal action or proceedings against it with respect to this Agreement may be brought in the Anoka County District Court in the State of Minnesota, or in any United States District Court in the State of Minnesota, and by the execution and delivery of this Agreement, the Borrower hereby irrevocably submits to the jurisdiction of each such court and hereby irrevocably waives any and all objections

that the Borrower may have as to jurisdiction or venue in any of such courts. The Borrower acknowledges that it has received sufficient consideration for any inconvenience which may be caused by any legal action brought in the State of Minnesota, and agrees that the enforcement of the provisions of this paragraph against the Borrower would not be unreasonable or unfair under all the circumstances of the Loan or this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BORROWER:

ROSEVILLE LEASED HOUSING
ASSOCIATES I, LLLP, a Minnesota limited
liability limited partnership

By: Roseville Leased Housing Associates I,
LLC, a Minnesota limited liability company
Its: General Partner

By: _____
Name: Ryan J. Lunderby
Its: Vice President

Signature page to Disbursing Agreement

PURCHASER:

BRIDGEWATER BANK
Purchaser

By _____
Name: Ross Wieser
Title: Vice President

Signature page to Disbursing Agreement

Attachment E

REGULATORY AGREEMENT

between

CITY OF ROSEVILLE, MINNESOTA
as Issuer

BRIDGEWATER BANK
as Purchaser

and

ROSEVILLE LEASED HOUSING ASSOCIATES I, LLLP,
as Borrower

Dated _____, 2019

This instrument drafted by:
Briggs and Morgan, Professional Association (CJC)
80 South 8th Street, Suite 2200
Minneapolis, Minnesota 55402

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REGULATORY AGREEMENT

THIS REGULATORY AGREEMENT, dated _____, 2019 (this “Regulatory Agreement”), is made and entered into between the CITY OF ROSEVILLE, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “Issuer”), BRIDGEWATER BANK a Minnesota banking corporation (the “Purchaser”), and ROSEVILLE LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”).

RECITALS

The Issuer is authorized to issue bonds or other obligations to provide financing for multifamily housing developments in accordance with the terms of Minnesota Statutes, Chapter 462C, as amended.

For the purpose of financing the acquisition, construction, and equipping of an approximately 228-unit multifamily rental housing development and functionally related facilities to be located at 1717 and 1743 County Road C West in the City of Roseville, Minnesota (the “Project”); on the real property described on EXHIBIT A attached hereto (the “Land”), funding one or more reserve funds to secure the timely payment of the Note, if necessary; paying interest on the Note during the construction of the Project, if necessary; and paying the costs of issuing the Note, the Issuer will issue its Multifamily Housing Revenue Note (Twin Lakes Family Apartments Project), Series 2019 (the “Note”), in the original aggregate principal amount of \$4,346,852, in accordance with the terms of Resolution No. _____, adopted by the City Council of the Issuer on November 4, 2019.

The Issuer will loan the proceeds derived from the sale of the Note to the Borrower pursuant to the terms of a Loan Agreement, dated the date hereof, between the Issuer and the Borrower, to finance the Project.

For good and valuable consideration, the Borrower, the Purchaser, and the Issuer have determined to enter into this Regulatory Agreement in order to assure compliance with certain requirements of the Code (hereinafter defined) and of the Act (hereinafter defined) applicable to the Project.

NOW, THEREFORE, the Borrower, the Purchaser, and the Issuer do hereby impose upon the Project the following covenants, restrictions, charges, and easements, which shall run with the land and shall be binding and a burden upon the Project and all portions thereof, and upon any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein, for the length of time that this Regulatory Agreement shall be in full force and effect:

Section 1. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan Agreement.

“*Act*” means Minnesota Statutes, Chapters 462A, 462C and 474A, as amended.

“*Adjusted Income*” means the adjusted income of a person (together with the adjusted income of all persons of the age of 18 years or older who intend to reside with such person in one Dwelling Unit), as calculated in the manner prescribed under Section 142(d)(2)(B) of the Code.

“*Bond Counsel*” means Briggs and Morgan, Professional Association, or any other attorney at law or firm of attorneys, of nationally-recognized standing in matters pertaining to the federal tax exemption of interest on bonds and other obligations issued by states and political subdivisions thereof, duly admitted to practice law before the highest court of any state of the United States of America.

“*Borrower*” means Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, its successors and assigns, to the extent permitted by the Loan Agreement.

“*Certificate of Continuing Program Compliance*” means the document substantially in the form of EXHIBIT C hereto.

“*Code*” means the Internal Revenue Code of 1986, as amended, and all applicable regulations (whether proposed, temporary or final) under the Code and the statutory predecessor of the Code, and any official rulings and judicial determinations under the foregoing applicable to the Note.

“*County*” means Ramsey County in the State.

“*Dwelling Units*” means the units of multifamily residential rental housing comprising the Project.

“*Event of Default*” has the meaning specified in Section 13 hereof.

“*Functionally Related and Subordinate*” shall mean and include facilities for use by tenants, for example, laundry facilities, parking areas, and recreational facilities, provided that the same is of a character and size commensurate with the character and size of the Project.

“*Housing Act*” means the United States Housing Act of 1937, as amended, codified as 42 U.S.C. Sections 1401 et seq.

“*Issuer*” means the City of Roseville, Minnesota, a municipal corporation and political subdivision of the State.

“*Loan*” means the loan of the proceeds of the Note provided by the Issuer to the Borrower pursuant to the Loan Agreement to provide financing for the Project.

“*Loan Agreement*” means the Loan Agreement, dated as of the date hereof, between the Issuer and the Borrower, as it may be amended and supplemented from time to time.

“*Low Income Tenants*” means persons or families with Adjusted Income which does not exceed [60]% of the Median Income for the Area adjusted for household size. In no event will the occupants of a unit be considered to be Low Income Tenants if all of such occupants are students (as defined in Section 152(f)(2) of the Code), unless the unit is occupied:

(i) by an individual who is (A) a student and receiving assistance under Title IV of the Social Security Act, (B) a student who was previously under the care and placement responsibility of the State agency responsible for administering a plan under Part B or Part E of Title IV of the Social Security Act, or (C) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, State, or local laws; or

(ii) entirely by full-time students if such students are (A) single parents and their children and such parents are not dependents (as defined in Section 152 of the Code, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual and such children are not dependents (as defined in Section 152 of the Code, determined without regard to subsections (b)(1), (b)(2), and (d)(1)(B) thereof) of another individual other than a parent of such children, or (B) married and entitled to file a joint return.

“*Low Income Units*” means the Dwelling Units in the Project designated for occupancy by Low Income Tenants pursuant to Section 4(a) of this Regulatory Agreement.

“*Median Income for the Area*” means the median yearly income for households of an applicable size in the applicable Primary Metropolitan Statistical Area as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the Housing Act, or, if such figures are no longer available, the method of calculation is substantially altered, or the programs under Section 8(f) are terminated, the Issuer shall provide the Borrower with another income determination that is reasonably similar to the method used by the Secretary prior to such termination.

“*Note*” means the Issuer’s Multifamily Housing Revenue Note (Twin Lakes Family Apartments Project), Series 2019, issued in the original aggregate principal amount of \$4,346,852.

“*Pledge Agreement*” means the Pledge Agreement, dated as of the date hereof, between the Issuer and the Purchaser, as it may be amended and supplemented from time to time.

“*Project*” has the meaning assigned to such term in the recitals to this Regulatory Agreement.

“*Purchaser*” means Bridgewater Bank, a Minnesota banking corporation, or any successor or assign.

“*Qualified Project Period*” means the period beginning on the later of the date of issuance of the Note and the first day on which 10% of the Dwelling Units in the Project are occupied and ending on the latest of:

- (i) the date which is 15 years after the date on which 50% of the Dwelling Units in the Project are occupied;
- (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

“*Regulatory Agreement*” means this Regulatory Agreement, together with any amendments or supplements hereto.

“*Resolution*” means Resolution No. _____, adopted by the City Council of the Issuer on November 4, 2019, authorizing the issuance of the Note.

“*Section 474A Penalty*” means the penalty described in Minnesota Statutes, Section 474A.047, subdivision 3, as applied to the Project.

“*State*” means the State of Minnesota.

“*Treasury Regulations*” means the regulations promulgated or proposed by the Department of the Treasury pursuant to the Code from time to time or pursuant to any predecessor statute to the Code.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate, and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

Section 2. Representations by the Borrower. The Borrower covenants, represents, and warrants that:

(a) The Borrower is a limited liability limited partnership organized and existing under the laws of the State. The Borrower is in good standing in the State and has duly authorized, by proper action, the execution and delivery of this Regulatory Agreement. The Borrower is duly authorized by the laws of the State to transact business in the State and to perform all of its duties hereunder.

(b) Neither the execution and delivery of this Regulatory Agreement or any other document in connection with the financing of the Project, the consummation of the transactions contemplated hereby and thereby nor the fulfillment of or compliance with the terms and conditions hereof and thereof conflicts with or results in a breach of any of the terms, conditions,

or provisions of any agreement or instrument to which the Borrower is now a party or by which it is bound or constitutes a default (with due notice or the passage of time or both) under any of the foregoing or results in the creation or imposition of any prohibited lien, charge, or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement to which the Borrower is now a party or by which it is bound.

(c) The execution, delivery, and performance of this Regulatory Agreement and all other documents to be delivered by the Borrower in connection with the consummation of the transactions contemplated hereby will not conflict with, or constitute a breach of or default under, any indenture, mortgage, deed of trust, lease, commitment, agreement, or other instrument or obligation to which the Borrower is a party or by which the Borrower or any of its property is bound, or under any law, rule, regulation, judgment, order, or decree to which the Borrower is subject or by which the Borrower or any of its property is bound.

(d) To the best of the Borrower's knowledge, there is no action, suit, proceeding, inquiry, or investigation by or before any governmental agency, public board, or body pending or threatened against the Borrower (nor to the best of its knowledge is there any basis therefor), which:

(i) affects or seeks to enjoin, prohibit, or restrain the issuance, sale, or delivery of the Note or the use of the proceeds of the Note to finance the acquisition, construction, and equipping of the Project or the execution and delivery of this Regulatory Agreement,

(ii) affects or questions the validity or enforceability of the Note or this Regulatory Agreement,

(iii) questions the tax exempt status of the Note, or

(iv) questions the power or authority of the Borrower to own, acquire, construct, equip, or operate the Project or to execute, deliver, or perform the Borrower's obligations under this Regulatory Agreement.

(e) The Project will be located wholly within the boundaries of the City of Roseville, Minnesota.

(f) As of the date on which the Note is executed and delivered to the Purchaser, the Borrower has entered into an agreement to purchase the Land and prior to any advance from the Project Fund will have title to the Land sufficient to carry out the purposes of this Regulatory Agreement, and the Borrower will not transfer its interest in the Land, except as otherwise permitted by this Regulatory Agreement.

(g) The Project consists and will consist of those facilities described herein, which generally are described as a residential apartment building and related facilities situated on the real property described in EXHIBIT A hereto. The Borrower shall make no changes to the Project or to the operation thereof which would affect the qualification of the Project under the Act or impair the exemption from federal income taxation of the interest on the Note. The Borrower will utilize and operate the Project as a multifamily rental housing project during the term of the Note in

accordance with all applicable federal, State, and local laws, rules, and regulations applicable to the Project.

(h) The Borrower has obtained, or will obtain on or before the date required therefor, all necessary certificates, approvals, permits, and authorizations with respect to the operation of the Project.

(i) The Borrower does not currently own and does not intend to own the Note. The Borrower acknowledges and understands that if the Borrower or a “substantial user” of the Project financed with the proceeds of the Note or a “related person,” as those terms are employed in Section 147(a) of the Code, owns the Note, or any portion thereof, interest on the Note during such period of ownership will not be excludable from gross income for federal income tax purposes.

(j) The Borrower does not own any buildings or structures which are proximate to the Project other than those buildings or structures which comprise the Project, which are being financed pursuant to a common plan under which the Project is also being financed.

(k) The statements made in the various certificates delivered by the Borrower to the Issuer or the Purchaser on the date of issuance of the Note are true and correct.

Section 3. Qualified Residential Rental Project. The Borrower shall acquire, construct, equip, own, manage, and operate the Project as a “qualified residential rental project,” as such phrase is utilized in Section 142(d) of the Code, on a continuous basis during the Qualified Project Period. To that end, the Borrower hereby represents, warrants, and covenants as follows:

(a) that a qualified residential rental project will be acquired and constructed on the property described in EXHIBIT A hereto, and the Borrower shall own, manage and operate the Project as a qualified residential rental project containing Dwelling Units and facilities Functionally Related and Subordinate to such Dwelling Units, in accordance with Section 142(a)(7) and Section 142(d) of the Code and all applicable Treasury Regulations promulgated thereunder, as the same may be amended from time to time;

(b) that all of the Dwelling Units of the Project will be similarly constructed and each Dwelling Unit in the Project will contain complete facilities for living, sleeping, eating, cooking, and sanitation for a single person or a family;

(c) that:

(i) none of the Dwelling Units in the Project shall at any time in the future be utilized on a transient basis;

(ii) that none of the Dwelling Units in the Project shall at any time in the future be leased or rented for a period of less than 30 days; and

(iii) that neither the Project nor any portion thereof shall be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, rest home, or trailer park or trailer court for use on a transient basis, or by a cooperative housing corporation (as defined in Section 216(b)(1) of the Code);

- (d) that once available for occupancy:
 - (i) each Dwelling Unit in the Project must be rented or available for rental on a continuous basis to members of the general public during the Qualified Project Period; and
 - (ii) the Borrower shall not give preference in renting Dwelling Units in the Project to any particular class or group of persons, other than Low Income Tenants as provided herein or as otherwise permitted by law;
- (e) that the Dwelling Units in the Project shall be leased and rented to members of the general public in compliance with this Regulatory Agreement, except for any Dwelling Unit for a resident manager or maintenance personnel;
- (f) that the Project consists of one or more discrete edifices and other man made construction, each consisting of an independent foundation, outer walls and roof, all of which will be (i) owned by the same person for federal tax purposes, (ii) located on a common tract of land or two or more parcels of land which are contiguous except for being separated only by a road, street, stream, or a similar property and (iii) financed by the Loan or otherwise pursuant to a common plan of financing, and which consists entirely of:
 - (i) units which are similar in quality and type of construction and amenities; and
 - (ii) property Functionally Related and Subordinate in purpose and size to the Project, e.g., parking areas, laundries, swimming pools, tennis courts, and other recreational facilities (none of which may be unavailable to any person because such person is a Low Income Tenant) and other facilities which are reasonably required for the Project, e.g., heating and cooling equipment, trash disposal equipment, or units for residential managers or maintenance personnel;
- (g) that no portion of the Project shall be used to provide any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises;
- (h) that the Project shall not include a Dwelling Unit in a building where all Dwelling Units in such building are not also included in the Project;
- (i) that the Borrower shall not convert the Project to condominium or cooperative ownership;
- (j) that no Dwelling Unit in the Project shall be occupied by any partner of the Borrower (or any person related to a partner of the Borrower or to any related person to the Borrower within the meaning of Section 147(a)(2) of the Code) at any time unless such person resides in a Dwelling Unit in a building or structure which contains at least five Dwelling Units and unless the resident of such Dwelling Unit is a resident manager or other necessary employee (e.g., maintenance and security personnel);

(k) that the Note will not be “federally guaranteed,” as defined in Section 149(b) of the Code;

(l) that the Project shall at all times be used and operated as a “multifamily housing development,” as defined in the Act; and

(m) that the Borrower shall not discriminate on the basis of race, creed, color, sex, sexual preference, source of income (e.g., AFDC or SSI), physical disability, national origin, or marital status in the rental, lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

Section 4. Low Income Tenants. Pursuant to the requirements of the Act and Section 142(d) of the Code, the Borrower hereby represents, warrants, and covenants as follows:

(a) Upon completion of the Project, at least 40% of the units in the Project will be occupied or held for occupancy by Low Income Tenants. Throughout the Qualified Project Period, not less than 40% of the completed units in the Project shall be continuously occupied or held for occupancy by Low Income Tenants. The Borrower will designate the Low Income Units and will make any revisions to such designations as necessary to comply with the applicable provisions of the Code and the Treasury Regulations. As set forth in paragraph (e) below, the Borrower shall advise the Issuer and the Purchaser by delivery of a certificate in writing of the status of the occupancy of the Project with respect to Low Income Tenants on an annual basis for the term of this Regulatory Agreement. An Annual Certification of a Residential Rental Project, Form 8703 (Rev. September 2013), or successor form, shall be prepared annually by the Borrower and filed with the United States Secretary of the Treasury pursuant to Section 142(d)(7) of the Code (currently with the Internal Revenue Service Center, Ogden, Utah 84201), with a copy to be filed by the Borrower with the Issuer and the Purchaser. The percentage of units is measured by number of units, and not square footage of units.

For purposes of satisfying the occupancy requirements set forth above, a unit occupied by a person or family who at the commencement of their occupancy qualified as a Low Income Tenant shall be treated as occupied by a Low Income Tenant until such time as any recertification of such tenant’s income in accordance with subsections (c) and (h) below demonstrates that such tenant’s income exceeds 140% of the income limitation applicable to Low Income Tenants or the tenant vacates the unit.

A unit occupied by a Low Income Tenant shall be deemed, upon the termination of such tenant’s occupancy, to be continuously occupied by a Low Income Tenant until reoccupied, other than for a temporary period (not to exceed 60 days), at which time the character of the unit shall be redetermined.

(b) The Borrower will notify the Issuer on an annual basis of any vacancy of any Low Income Units.

(c) The Borrower will obtain, complete, and maintain on file income certifications from each Low Income Tenant, obtained immediately prior to the initial occupancy of such tenant in the Project, and thereafter re-obtain in any year in which a unit in the Project is occupied by a

new resident whose income exceeds the applicable income limit, income certifications (based upon their then current income), from each Low Income Tenant, substantially in the form of the income certification set forth in EXHIBIT B hereto or another form approved by Bond Counsel (the "Income Certification") and will provide such additional information as may be required by Section 142(d) of the Code, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Treasury Regulations now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service applicable to the Note. Such Income Certification shall be obtained prior to initial occupancy. If requested by the Purchaser or Issuer, a copy of such Income Certification shall be filed with the Purchaser and the Issuer prior to occupancy by the tenant whenever possible but in no event more than one month after initial occupancy by the tenant. A copy of each re-certification of income shall be attached to each report filed with the Issuer and the Purchaser pursuant to Section 4(a) above. The Borrower shall make a good-faith effort to verify that the income reported by an applicant in an income certification is accurate by taking at least one of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period, (2) obtain an income tax return for the most recent tax year, (3) conduct a credit or similar search, (4) obtain an income verification form from the applicant's current employer, (5) obtain an income verification form from the Social Security Administration if the applicant receives assistance from such agency, or (6) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. If the Low Income Tenant is a Section 8 Certificate Holder, the Borrower shall retain a copy of the certificate or voucher for verification of income in lieu of an income verification.

The Borrower understands that failure to file the Annual Certification of a Residential Rental Project, Form 8703 (Rev. September 2013), or successor form, as required by Section 142(d)(7) of the Code at the times stated therein may subject it to the penalty described in Section 6652(j) of the Code.

(d) The Borrower will maintain complete and accurate records pertaining to the Low Income Units and will permit, upon reasonable prior notice, any duly authorized representative of the Issuer, the Purchaser, the Department of the Treasury, or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units. This section is not intended to create any additional duties to inspect records.

(e) The Borrower will prepare and submit to the Issuer and the Purchaser, on or before March 1 of each year during the Qualified Project Period, beginning the first March 1 following commencement of the Qualified Project Period, a Continuing Program Compliance Certificate in the form of EXHIBIT C attached hereto and executed by the Borrower, and, if requested by the Purchaser or Issuer the Income Certifications described in Section 4(c) above.

(f) The Borrower, upon becoming aware of an Event of Default, will notify the Issuer and the Purchaser, in writing, of the occurrence of any such Event of Default hereunder or any event which, with the passage of time or service of notice, or both, would constitute an Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto. Such notice shall be given promptly and in no event longer than 10 Business Days after the Borrower receives notice or gains knowledge

of the occurrence of any such event. The Borrower further agrees that it will give prompt written notice to the Purchaser if insurance proceeds or condemnation awards are received with respect to the Project and are not used to repair or replace the Project, which notice shall state the amount of such proceeds or award.

(i) Except as provided in (ii) below, the Borrower shall accept as tenants on the same basis as all other prospective tenants Low Income Tenants who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Housing Act or its successor and shall not apply selection criteria to Section 8 certificate/voucher holders that are more burdensome than the criteria applied to all other prospective tenants.

(ii) The Borrower agrees to modify the leases for units in the Project as necessary to allow the rental of Low Income Units to Section 8 certificate/voucher holders.

(g) Each lease pertaining to a Low Income Unit shall contain a provision to the effect that the Borrower has relied on the income certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of the Low Income Unit and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease.

(h) Throughout the Qualified Project Period, the Borrower shall re-certify each Low Income Tenant's income on or before the anniversary of the Low Income Tenant's tenancy, in any year in which a unit in the Project is occupied by a new resident whose income exceeds the applicable income limit, by obtaining a completed Income Certification. In the event the re-certification demonstrates that any such tenant's household income exceeds 140% of the applicable income limit, the Borrower shall hold the next available unit or units of comparable or smaller size in the Project available for rental by new Low Income Tenants.

The Borrower in its sole discretion may notify, in writing, each tenant who is no longer a Low Income Tenant of such fact, and that the rent of such tenant(s) is subject to increase 30 days after receipt of such notice. The Borrower shall be entitled to so increase any such tenant's rent only if Borrower complies with any law applicable thereto and only after the Borrower has rented the next available unit or units in the Project on a one-for-one basis to a Low Income Tenant, or holds units vacant and available for occupancy by Low Income Tenants.

The Borrower agrees to inform all prospective Low Income Tenants of the requirements for re-certification of income and of the provisions of the preceding paragraph.

Section 5. Restrictions Imposed by Minnesota Statutes, Chapter 474A. Because the Note is issued by the Issuer as a residential rental project bond, as defined in Minnesota Statutes, Chapter 474A, as amended ("Chapter 474A"), and has received an allocation of tax exempt bonding authority pursuant to applicable provisions of Chapter 474A, the restrictions imposed by Chapter 474A apply to the Project as described below.

(a) In addition to any other restrictions on rent or the income of tenants set forth in this Regulatory Agreement, during the Qualified Project Period, the Borrower shall restrict rents on at least 20% of the units in the Project (which may consist of the same units as meet the requirements

of Section 4) to an amount not exceeding the area fair market rents or exception fair market rents, as applicable, for existing housing as established by the federal Department of Housing and Urban Development from time to time, which units shall be occupied, or held for occupancy, by Low Income Tenants. The rental rates of units in a residential rental project for which rental assistance payments are made are deemed to be within the rent limitations of this clause if the amount paid by the tenants is less than the fair market rents.

(b) The annual certifications required to be made by the Borrower hereunder shall conform to the requirements of Section 474A.047, subdivision 3, and the Issuer shall have the authority to impose upon the Borrower any and all penalties described in Section 474A.047, subdivision 3, from time to time, in addition to any remedies otherwise available under this Regulatory Agreement.

(c) The Borrower must satisfy the requirements of Section 474A.047, subdivision 1(a), during the Qualified Project Period. The Borrower must annually certify to the Issuer over the term of this Regulatory Agreement that the rental rates for the rent-restricted units are within the limitations under Section 474A.047, subdivision 1(a), of Chapter 474A. The Issuer may request individual certification of the income of residents of the income-restricted units. The Commissioner of Minnesota Management and Budget may request from the Issuer a copy of the annual certification prepared by the Borrower. The Commissioner of Minnesota Management and Budget may require the Issuer to request individual certification of all residents of the income-restricted units.

Section 6. Covenants Run with the Land. The Borrower hereby declares its express intent that the covenants, restrictions, charges, and easements set forth herein shall be deemed covenants running with the Land and shall, except as otherwise provided in this Regulatory Agreement, pass to and be binding upon the Borrower's successors in title including any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors, and assigns of any purchaser, grantee, owner, or lessee of any portion of the Project and any other person or entity having any right, title, or interest therein. Except as otherwise provided in this Regulatory Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges, and easements contained herein; provided, however, that any such contract, deed, or other instrument shall conclusively be held to have been executed, delivered, and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed, or other instrument.

Section 7. Indemnification. The Borrower hereby covenants and agrees that it shall indemnify and hold harmless the Issuer and its officers, agents, and employees (the "Indemnified Parties") and the Purchaser and its officers, agents, members, directors, officials, and employees as provided in the Loan Agreement. All provisions of the Loan Agreement relating to indemnification are incorporated by reference herein and are considered provisions of this Regulatory Agreement, as if expressly set out herein.

Section 8. Consideration. The Issuer has issued the Note in part to provide funds to make the Loan to finance the acquisition, construction, and equipping of the Project all for the purpose, among others, of inducing the Borrower to acquire, construct, equip, and operate the Project. In consideration of the issuance of the Note by the Issuer, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which the Project can be put on the terms and conditions set forth herein.

Section 9. Reliance. The Issuer and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons interested in the legality and validity of the Note and in the exemption from federal income taxation of the interest on the Note. In performing their duties and obligations hereunder, the Issuer and the Purchaser may rely upon statements and certificates of the Borrower and the tenants and upon audits of the books and records of the Borrower pertaining to the Project. In addition, the Issuer and the Purchaser may consult with counsel, and the written opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Issuer or the Purchaser hereunder in good faith and in conformity with such written opinion. A copy of any such opinion shall be furnished by the Issuer or the Purchaser to the Borrower upon written request. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Purchaser shall not be required to conduct any investigation into or review of the operations or records of the Borrower and may rely solely on any notice or certificate delivered to the Purchaser by the Borrower or the Issuer with respect to the occurrence or absence of a default unless it knows, or in the exercise of reasonable care should have known, that the notice or certificate is erroneous or misleading.

The Purchaser shall be under no duty to make any investigation or inquiry as to any statements or other matters contained or referred to in any documents or any instruments delivered to it in accordance with this Regulatory Agreement, but it may receive and accept the same as conclusive evidence of the truth and accuracy of such statements.

Section 10. Sale or Transfer of the Project. The Borrower hereby covenants and agrees not to sell, transfer, or otherwise dispose of the Project, or any portion thereof, except as permitted under the terms of the Loan Agreement. Any attempted sale, transfer, or disposition which would cause or result in the violation of any of these covenants, provisions, reservations, restrictions, charges, or easements shall be null and void ab initio and of no force and effect. Nothing herein shall prohibit the transfer, sale, or assignment of the interests in the Borrower or any direct or indirect ownership interests in the Borrower's partners, except as may be prohibited under the Loan Agreement.

Section 11. Term. This Regulatory Agreement and the terms hereof shall become effective upon its execution and delivery and shall remain in full force and effect for a term and period equal to the Qualified Project Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Note and termination of the Loan Agreement and the Loan if the Qualified Project Period has not expired at the time of such retirement and expiration. Notwithstanding anything in this Regulatory Agreement to the contrary:

(a) The Project may be transferred pursuant to a foreclosure, exercise of power of sale, or deed in lieu of foreclosure, or comparable proceedings under a mortgage or similar instrument

without the consent of or fee of any kind payable to the Issuer or compliance with the provisions of this Regulatory Agreement. In connection with any such foreclosure, deed in lieu of foreclosure, or other proceedings, this Regulatory Agreement may, at the option of the Purchaser, be terminated upon completion of the foreclosure and expiration of the applicable redemption period, or recording of a deed in lieu of foreclosure.

(b) The requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law, or an action of a federal agency after the date of this Regulatory Agreement, which prevents the Issuer and the Purchaser from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either the Note is retired or amounts received as a consequence of such event are used to provide a project that meets the requirements hereof (this shall be deemed met if the Note has been previously retired); provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure, or the delivery of a deed in lieu of foreclosure, or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure, or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

(c) This Regulatory Agreement, or any of the provisions or sections hereof, may be terminated upon agreement by the Issuer and the Borrower, and if the Note is then outstanding, the Purchaser, upon receipt of an opinion of Bond Counsel to the effect that such termination will not cause interest on the Note to become included in gross income for federal income tax purposes or cause interest on the Note to become included in the net taxable income of individuals, trusts, and estates for State income tax purposes.

Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver, and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 12. Burden and Benefit. The Issuer and the Borrower hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Issuer and the Borrower hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Note was issued. Notwithstanding the foregoing, the Low Income Tenants are not intended to be third party beneficiaries of this Regulatory Agreement and shall have no rights to enforce any provision herein.

Section 13. Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement, or obligation of the Borrower set forth in this Regulatory Agreement, and if such default remains uncured for a period of 60 days after written notice thereof shall have been given by the Issuer or the Purchaser to the Borrower, then the Issuer or the Purchaser, acting on its own behalf or on behalf of the Issuer, may declare an “Event of Default” to have occurred hereunder and, at its option, may take any one or more of the following steps:

(a) by mandamus or other suit, action, or proceeding at law or in equity require the Borrower to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer or the Purchaser hereunder;

(b) have access to and inspect, examine, and make copies of all the books and records of the Borrower pertaining to the Project;

(c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, and agreements of the Borrower hereunder; or

(d) with the Purchaser’s consent, declare a default under the Loan, accelerate the indebtedness evidenced by the Loan, and proceed to redeem the Note in accordance with its terms.

Notwithstanding anything to the contrary contained herein, the Issuer and the Purchaser hereby agree that any cure of any default made or tendered by one or more of the Borrower’s partners or by the Purchaser shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.

The Purchaser shall have the right (but not the obligation), in accordance with this Section 13, without the consent or approval of the Issuer, to exercise any or all of the rights or remedies of the Issuer hereunder, provided that prior to taking any such act the Purchaser shall give the Issuer written notice of its intended action. All fees, costs, and expenses of the Purchaser or the Issuer incurred in taking any action pursuant to this Section 13 shall be the sole responsibility of the Borrower and shall be paid to the Purchaser or the Issuer, as the case may be, on demand.

After the Note has been discharged, the Issuer may act on its own behalf to declare an “Event of Default” to have occurred and to take any one or more of the steps specified hereinabove to the same extent and with the same effect as if taken by the Purchaser.

Section 14. The Purchaser and the Issuer. The Purchaser, in its discretion, may act as the agent of and on behalf of the Issuer where requested by the Issuer to do so. The Purchaser is entering into this Regulatory Agreement in its capacity as the purchaser of the Note. The Issuer may, at all times, assume the Borrower’s compliance with this Regulatory Agreement unless otherwise notified in writing by the Purchaser (but the Purchaser shall have no obligation to so notify the Issuer), or unless the Issuer has actual knowledge of noncompliance. The Purchaser can rely on the accuracy of any certificates, instruments, opinions, or reports delivered to it by the Borrower. If the Note is discharged and terminated prior to the expiration of the Qualified Project Period: (i) all obligations, rights, and duties of the Purchaser under this Regulatory Agreement will terminate and be of no further force and effect; (ii) all actions required by the Purchaser will instead be undertaken by the Issuer; and (iii) all notices to be delivered to the Purchaser will instead

be delivered to the Issuer and all notices to be delivered by the Purchaser will instead be delivered by the Issuer.

Section 15. Amendment. The provisions hereof shall not be amended or revised prior to the stated term hereof except by an instrument in writing duly executed by the Issuer, the Purchaser (so long as the Note is outstanding), and the Borrower and duly recorded in the same manner as this Regulatory Agreement. The Issuer's and the Purchaser's consent to any such amendment or revision (whether or not the Note shall then be outstanding) shall be given only upon receipt of an opinion of Bond Counsel addressed to the Issuer and Purchaser that such amendment or revision will not adversely affect the exemption from federal income taxation of interest on the Note. Neither the Issuer nor the Purchaser shall have a duty to prepare any such consent, amendment, or revision.

Section 16. Right of Access to the Project and Records. The Borrower agrees that during the term of this Regulatory Agreement, the Issuer, the Purchaser, and the duly authorized agents of either of them shall have the right at all reasonable times, and upon reasonable notice of at least 24 hours, to enter upon the site of the Project during normal business hours to examine and inspect the Project and to have access to the books and records of the Borrower with respect to the Project, a copy of which shall be maintained at the site of the Project.

Section 17. No Conflict with Other Documents. The Borrower warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof.

Section 18. Severability. The invalidity of any clause, part, or provision of this Regulatory Agreement shall not affect the validity of the remaining portions thereof.

Section 19. Notices. All notices to be given pursuant to this Regulatory Agreement shall be in writing and shall be deemed given when sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods or when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing:

To the Issuer: City of Roseville, Minnesota
 Roseville City Hall
 2660 Civic Center Drive
 Roseville, MN 55113-1815
 Attn: City Manager
 Facsimile: _____
 Email: info@cityofroseville.com

To the Purchaser: Bridgewater Bank
7831 Bush Lake Road, Suite 300
Bloomington, MN 55439
Attention: Ross Wieser
Facsimile: (952) 893-6850
Email: ross.wieser@bwbm.com

With a copy to: Messerli & Kramer, P.A.
1400 Fifth Street Towers
100 South Fifth Street
Minneapolis, MN 55402
Attn: Michelle Jester, Esq.
Facsimile: (612) 672-3777
Email: mjester@messerlikramer.com

To the Borrower: Roseville Leased Housing Associates I, LLLP
c/o Dominion
2905 Northwest Blvd., Suite 150
Plymouth, MN 55441
Attn: Ryan J. Lunderby
Facsimile: (763) 354-5519
Email: rlunderby@dominium.com.

With a copy to: Winthrop & Weinstine, P.A.
Capella Tower
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402-4629
Attn: John Stern and Scott Jahnke
Facsimile: (612) 604-6588
Email: jstern@winthrop.com
sjahnke@winthrop.com

Section 20. Governing Law. This Regulatory Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Minnesota, without regard to its conflicts of laws principles, except as such laws may be preempted by any federal rules, regulations, and laws.

Section 21. Payment of Fees. Notwithstanding payment of the Loan, the termination of the Loan Agreement, and the defeasance or discharge of the Note, throughout the term of the Qualified Project Period, the Borrower shall continue to pay:

- (a) to the Purchaser, its reasonable and customary fees and expenses for reviewing and, if necessary, enforcing compliance by the Borrower with the terms of this Regulatory Agreement;
- (b) to the Issuer, reimbursement for all reasonable fees and expenses, including, but not limited to, financial advisory and legal fees and expenses necessary for the Issuer's reviewing

and, if necessary, enforcing compliance by the Borrower with the terms of this Regulatory Agreement; and

(c) the fees and expenses of any entity or person designated by the Purchaser or Issuer to perform the review of the Borrower's compliance with this Regulatory Agreement; provided that such fees and expenses are not duplicative of any fees and expenses paid under (a) and (b) above.

Section 22. Limited Liability. Notwithstanding anything to the contrary in this Regulatory Agreement, it is understood and agreed by the Borrower and the Purchaser that no covenant, provision or agreement of the Issuer herein or in the Note or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Note, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to the Loan Agreement and the application of revenues therefrom and the proceeds of the Note. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from the Loan Agreement or revenues therefrom or proceeds of the Note. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to the Loan Agreement and the application of revenues thereunder as therein provided. The Note constitutes a special, limited obligation of the Issuer, payable solely from the revenues pledged to the payment thereof pursuant to the Loan Agreement and the Related Documents, and do not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Minnesota or any political subdivision thereof or a charge against the Issuer's general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the Borrower and the Purchaser that the Issuer shall incur no pecuniary or moral liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the Borrower will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Note.

Section 23. Actions of Issuer. The Issuer shall be entitled to rely conclusively on an opinion of counsel in the exercise or non-exercise of any of the rights or powers vested in the Issuer by virtue of this Regulatory Agreement or any other agreement or instrument executed in connection with the issuance of the Note; it being the intent of the parties hereto that the Issuer, and any and all present and future trustees, members, commissioners, officers, employees, attorneys, and agents of the Issuer shall not incur any financial or pecuniary liability for the exercise or non-exercise of any rights or powers vested in the Issuer by this Regulatory Agreement or any other instrument or agreement executed in connection with the issuance of the Note; or for the performance or nonperformance of any obligation under, or the failure to assert any right, power, or privilege under this Regulatory Agreement, the Pledge Agreement, the Note, the Loan Agreement, or any other instrument or agreement executed in connection with the issuance of the

Note. If the Issuer's consent or approval is required under this Regulatory Agreement, or any other agreement or instrument executed in connection with the issuance of the Note, the Issuer shall be entitled to rely conclusively on an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or inaction in reliance upon such opinion.

Section 24. Counterparts. This Regulatory Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Regulatory Agreement, and, in making proof of this Regulatory Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 25. Recording and Filing. Prior to any advance of the proceeds of the Note under Section 3.03 of the Disbursing Agreement, the Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto to be recorded and filed in the real property records of the County, the State, and in such other places as the Issuer or the Purchaser may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Regulatory Agreement to be signed by their respective duly authorized representatives as of the day and year first written above.

CITY OF ROSEVILLE, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Manager

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Dan Roe and Patrick Trudgeon, the Mayor and City Manager, respectively, of the City of Roseville, Minnesota, a municipal corporation and a political subdivision under the laws of the State of Minnesota, on behalf of said City.

Notary Public

Execution page of the Purchaser to the Regulatory Agreement.

BRIDGEWATER BANK
Purchaser

By _____
Ross Wieser
Its Vice President

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by Ross Wieser, the Vice President of Bridgewater Bank, a Minnesota banking corporation, on
behalf of the corporation.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

The Land described in this Regulatory Agreement is located in Ramsey County, Minnesota, and is legally described as follows:

[Winthrop to provide]

**EXHIBIT B-1
FORM OF INITIAL INCOME CERTIFICATION**

TENANT INCOME CERTIFICATION <input type="checkbox"/> Initial Certification <input type="checkbox"/> Recertification <input type="checkbox"/> Other _____	Effective Date: _____ Move-in Date: _____ (MM/DD/YY): _____
--	---

PART I. DEVELOPMENT DATA

Property Name: Lexington Apartments Address: _____, Lexington, Minnesota	County: Ramsey Unit Number: _____	BIN #: _____ # Bedrooms: _____
---	--------------------------------------	-----------------------------------

PART II. HOUSEHOLD COMPOSITION

HH Br #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YY)	F/T Student (Y or N)	Social Security or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						
6						

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Br #	(A) Employment or Wages	(B) Soc. Security / Pensions	(C) Public Assistance	(D) Other Income
TOTAL	\$	\$	\$	\$
Add totals from (A) through (D) above			TOTAL INCOME (E):	\$

PART IV. INCOME FROM ASSETS

HH Mbr#	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$
Enter Column (H) Total		Passbook Rate		
if over \$5,000	\$ _____	x 2.00 %	=	(J) Imputed Income
				\$
Enter the greater of the total column I, or J: imputed income			TOTAL INCOME FROM ASSETS (K)	
				\$
(L) Total Annual Household Income from all sources [Add (E) + (K)]				\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full-time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____	_____	_____	_____
Signature	(Date)	Signature	(Date)
_____	_____	_____	_____
Signature	(Date)	Signature	(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item (L) on page 1

\$

Household Meets Income Restriction at:

- 60% 50%
 40% 30%
 __%

RECERTIFICATION ONLY:

Current Income Limit x 140%

\$ _____

Household income exceeds 140% at recertification:

- Yes No

Current Income Limit per Family Size: \$ _____

Household Income at Move-in \$ _____

Household Size at Move-in: _____

PART VI. RENT

Tenant Paid Rent \$ _____

Rent Assistance: \$ _____

Utility Allowance \$ _____

Other non-optional charges: \$ _____

GROSS RENT FOR UNIT:

\$

Tenant paid rent plus Utility Allowance and other non-optional charges

Unit Meets Rent Restriction at:

- 60% 50% 40% 30% __%

Maximum Rent Limit for this unit: \$ _____

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL-TIME STUDENTS?

- yes no

If yes, enter student explanation** (also attach documentation)

Enter 1-4

Student explanation:

1. TANF assistance
2. Job training program
3. Single parent/dependent child
4. Married/joint return*

***Exception for married/joint return is the only exception available for units necessary to qualify tax-exempt bonds.**

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification

- a. Tax Credit b. HOME c. Tax Exempt d. AHDP e. _____
 (Name of Program)

See Part V above.	<i>Income Status</i>	<i>Income Status</i>	<i>Income Status</i>	<i>Income Status</i>
	<input type="checkbox"/> ≤ 50% AMGI	<input type="checkbox"/> 50% AMGI	<input type="checkbox"/> ≤ 50% AMGI	<input type="checkbox"/> _____
	<input type="checkbox"/> ≤ 60% AMGI	<input type="checkbox"/> 60% AMGI	<input type="checkbox"/> ≤ 80% AMGI	<input type="checkbox"/> _____
	<input type="checkbox"/> ≤ 80% AMGI	<input type="checkbox"/> 80% AMGI	<input type="checkbox"/> ≤ OI **	<input type="checkbox"/> ≤ OI **
	<input type="checkbox"/> ≤ OI **	<input type="checkbox"/> OI **		

** Upon recertification, household was determined over income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER / REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Regulatory Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER / REPRESENTATIVE

DATE

**INSTRUCTIONS FOR COMPLETING
TENANT INCOME CERTIFICATION**

This form is to be completed by the owner or an authorized representative.

Part I – Development Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

- Move-in Date Enter the date the tenant has or will take occupancy of the unit.
- Effective Date Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification.
- Property Name Enter the name of the development.
- County Enter the county (or equivalent) in which the building is located.
- BIN # Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
- Address Enter the unit number.
- Unit Number Enter the unit number.
- # Bedrooms Enter the number of bedrooms in the unit.

Part II – Household Composition

List all occupants of the unit. State each household member’s relationship to the head of the household by using one of the following coded definitions:

- | | | | |
|---|-------------------|---|---------------------|
| H | Head of household | S | Spouse |
| A | Adult co-tenant | O | Other family member |
| C | Child | F | Foster child |
| L | Live-in caretaker | N | None of the above |

Enter the date of birth, student status, and Social Security number or alien registration number for each occupant.

If there are more than seven occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III – Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the 12 months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List the respective household member number from Part II.

- | | |
|------------|--|
| Column (A) | Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business. |
| Column (B) | Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc. |
| Column (C) | Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.) |
| Column (D) | Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household. |
| Row (E) | Add the totals from columns (A) through (D) above. Enter this amount. |

Part IV – Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the 12 months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- | | |
|------------|--|
| Column (F) | List the type of asset (i.e., checking account, savings account, etc.) |
| Column (G) | Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification). |
| Column (H) | Enter the cash value of the respective asset. |
| Column (I) | Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate). |
| TOTALS | Add the total of Column (H) and Column (I), respectively. |

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K) Enter the Greater of the total in Column (I) or (J)

Row (L) Total Annual Household Income from All Sources Add (E) and (K) and enter the total

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than five days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all sources Enter the number from item (L).

Current Income Limit per Family Size Enter the Current Move-in Income Limit for the household size.

Household income at move-in Household size at move-in For recertifications only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.

Household Meets Income Restriction Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Current Income Limit x 140% For recertification only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.

Part VI – Rent

Tenant Paid Rent Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).

Rent Assistance Enter the amount of rent assistance, if any.

Utility Allowance Enter the utility allowance. If the owner pays all utilities, enter zero.

Other non-optional charges Enter the amount of non-optional charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.

Gross Rent for Unit Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.

Maximum Rent Limit for this unit Enter the maximum allowable gross rent for the unit.

Unit Meets Rent Restriction at ___% Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII – Student Status

If all household members are full-time* students, check “yes.” If at least one household member is not a full-time student, check “no.”

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

** Full time is determined by the school the student attends.*

Part VIII – Program Type

Mark the program(s) for which this unit will be counted toward the property’s occupancy requirements. Under each program marked, indicate the household’s income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

- Tax Credit See Part V above.

- HOME If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household’s designation.

- Tax Exempt If the property participates in the Tax Exempt Bond program, mark the appropriate box indicating the household’s designation.

- AHDP If the property participates in the Affordable Housing Disposition Program (AHDP), and this household’s unit will count towards the set-aside requirements, mark the appropriate box indicating the household’s designation.

- Other If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER / REPRESENTATIVE

It is the responsibility of the owner or the owner’s representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well-trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

Attachment E
EXHIBIT B-2
FORM OF INCOME RECERTIFICATION

INCOME CERTIFICATION

Initial Certification Recertification Other* _____

Effective Date: _____
 Move-in Date: _____
 (MM/DD/YYYY)

*Transfer from Unit: _____

PART I – DEVELOPMENT DATA

Property Name: _____ County: _____
 Unit Number: _____ # Bedrooms: _____

PART II. HOUSEHOLD COMPOSITION

HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (MM/DD/YYYY)	Last 4 digits of Social Security Number
1			HEAD		
2					
3					
4					
5					
6					
7					

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment/Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	\$	\$	\$	\$
Add totals from (A) through (D) above			TOTAL INCOME (E):	\$

PART IV. INCOME FROM ASSETS

HH Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
TOTALS:			\$	\$

TOTAL INCOME FROM ASSETS (K)

\$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

_____ Signature	_____ (Date)	_____ Signature	_____ (Date)
_____ Signature	_____ (Date)	_____ Signature	_____ (Date)

PART V. RENT

A. Tenant Paid Rent:	\$	_____
B. Rent Assistance:	\$	_____
C. Other non-optional charges and mandatory fees:	\$	_____
D. Gross Rent For Unit (See Instructions):	\$	_____

PART VI. DETERMINATION OF INCOME ELIGIBILITY

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES From Item (L) on page 1

\$

Household Meets Income Restriction

at:

- | | |
|-------------------------------|------------------------------|
| <input type="checkbox"/> 60% | <input type="checkbox"/> 50% |
| <input type="checkbox"/> 40% | <input type="checkbox"/> 30% |
| <input type="checkbox"/> ___% | |

RECERTIFICATION ONLY:

Current Income Limit x 140%

\$ _____

Current Income Limit per Family Size: \$ _____

Household income exceeds 140% at recertification:

Yes No

Household Income at Move-in \$ _____

Household Size at Move-in: _____

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proofs and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of program's rules, regulations and the Regulatory Agreement, to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

PART VIII. HOUSEHOLD DEMOGRAPHICS

Please complete for each household member. See below for Ethnicity, Race, and Other codes that characterize the household composition.

HH Mbr #	Sex – enter M or F	Ethnicity	Race <i>Enter up to 5 categories</i>	Disabled
1				
2				
3				
4				
5				
6				
7				

The Minnesota Housing Finance Agency is required to comply with HUD’s reporting requirements; however, you are not required to provide this information. You may not be discriminated against on the basis of this information, or on whether or not you choose to furnish it. If you do not wish to furnish this information, please initial below.

RESIDENT/APPLICANT: I do not wish to furnish information regarding ethnicity, race, sex, and disability status.
(Initials) _____

Ethnicity:	Enter each household member’s ethnicity by using one of the following coded definitions:	<ol style="list-style-type: none"> 1. Hispanic or Latino 2. Not Hispanic or Latino 3. Tenant did not respond
Race:	Enter each household member’s race by using, at least one, of the following coded definitions (<i>up to 5 categories may be selected</i>):	<ol style="list-style-type: none"> 1. White 2. Black/African American 3. American Indian/Alaska Native 4. Select from the following: <ol style="list-style-type: none"> 4a Asian India 4b Chinese 4c Filipino 4d Japanese 4e Korean 4f Vietnamese 4g Other Asian 5. Select from the following: <ol style="list-style-type: none"> 5a Native Hawaiian 5b Guamanian or Chamorro 5c Samoan 5d Other Pacific Islander 6. Other 7. Tenant did not respond
Disabled:	Check yes if any member of the household is disabled according to Fair Housing Act definition for handicap (disability): <ul style="list-style-type: none"> • <i>A physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. For a definition of “physical or mental impairment” and other terms used in this definition, please see 24 CFR 100.201, available at http://www.fairhousing.com/index.cfm?method=page.display&pagename=regs_fhr_100-201.</i> • <i>“Handicap” does not include current, illegal use of or addiction to a controlled substance.</i> 	<ol style="list-style-type: none"> 1. Yes 2. No 3. Tenant did not respond

EXHIBIT C

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

(DATE)

TO: City of Roseville, Minnesota
Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113-1815
Attn: City Manager

and (prior to the discharge of the Note (hereinafter defined))

Bridgewater Bank
7831 Bush Lake Road, Suite 300
Bloomington, MN 55439
Attn: Ross Wieser, Vice President

Re: Multifamily Housing Revenue Note (Twin Lakes Family Apartments Project), Series 2019 (the "Note")

The undersigned, an authorized representative for Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Owner"), hereby certifies, represents, and warrants that:

1. The Owner owns the multifamily housing project located in Roseville, Minnesota and known as the Twin Lakes Family Apartments Project (the "Project").

2. The undersigned and the Owner have read and are thoroughly familiar with the provisions of (1) the Regulatory Agreement, dated May 7, 2019 (the "Regulatory Agreement"), between the Owner, the City of Roseville, Minnesota (the "Issuer"), and Bridgewater Bank (the "Purchaser"); and (2) the Loan Agreement, dated _____, 2019 (the "Agreement"), between the Issuer and the Owner. The Regulatory Agreement was executed, delivered, and recorded against the Project in connection with the issuance of the Note.

3. A review of the activities of the Owner and of the Owner's performance under the Regulatory Agreement and the Loan Agreement during the year ending _____ has been made under the supervision of the undersigned.

4. The Project's Qualified Project Period commenced on _____ (the date on which 10% of the residential units in the Project were occupied), and will end on the latest of:

(i) _____, ____ (the date which is 15 years after the date on which 50% of the residential units in the Project were occupied);

(ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding, or

(iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

5. As of the date of this Certificate, the following percentages of completed residential units in the Project are (i) occupied by Low Income Tenants or (ii) currently vacant and being held available for occupancy by Low Income Tenants and have been so held continuously since the date a Low Income Tenant vacated such unit, as indicated:

Occupied by Low Income Tenants	_____ % Units	Nos. _____
Continuously held vacant for occupancy by Low Income Tenants since last occupied by Low Income Tenants	_____ % Units	Nos. _____

6. At no time since the date of filing of the last Continuing Program Compliance Certificate (or since the issuance of the Note, if this is the first such certificate) has less than _____ units representing 40% of the completed units in the Project been occupied by or were last occupied by Low Income Tenants.

7. As of the date of this Certificate, at least 40% of the units in the Project are (i) occupied by persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size; or (ii) held vacant for occupancy for persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size. Project Units occupied or held vacant for persons or families with Adjusted Income which does not exceed 60% of the Median Income for the Area adjusted for household size include Unit numbers _____.

8. At all times since the date of filing of the last Continuing Program Compliance Certificate rent on at least 20% of the units in the Project has been equal to or less than applicable area fair market rents or exception for fair market rents, established from time to time by the United States Department of Housing and Urban Development.

9. To the knowledge of the undersigned, after due inquiry, all units were rented or available for rental on a continuous basis during the immediately preceding year to members of the general public, and the Owner is not now and has not been in default under the terms of the Regulatory Agreement and the Loan Agreement and, to the knowledge of the undersigned, no Determination of Taxability has occurred with respect to the Note.

10. **[CHOOSE ONE:** None/One or more] of the Tenants in the Project are currently receiving assistance under Section 8 of the United States Housing Act of 1937.

11. Unless otherwise expressly provided herein or unless the context requires otherwise, the capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Regulatory Agreement.

12. The Owner has not transferred any interest in the Project since the date of submission of the Continuing Program Compliance Certificate last submitted to the Purchaser and the Issuer with respect to the Project. **(If the Owner has transferred any interest in the Project, such transfer should be detailed here.)**

Signature page of the Borrower to the Certificate of Continuing Program Compliance.

Dated: _____, _____.

ROSEVILLE LEASED HOUSING ASSOCIATES I,
LLLP, a Minnesota limited liability limited partnership

By: Roseville Leased Housing Associates I, LLC, a
Minnesota limited liability company, its General
Partner

By: _____

Its: _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY

**CITY OF ROSEVILLE, MINNESOTA
MULTIFAMILY HOUSING REVENUE NOTE
(TWIN LAKES FAMILY APARTMENTS PROJECT)
SERIES 2019**

<u>Principal Amount</u>	<u>Dated Date</u>	<u>Number</u>
\$4,346,852	_____, 2019	R-1

For value received the CITY OF ROSEVILLE, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “Issuer”), hereby promises to pay to BRIDGEWATER BANK, a Minnesota banking corporation, its successors or registered assigns (the “Purchaser”), solely from the source and in the manner hereinafter provided, the principal sum of Four Million Three Hundred Forty-Six Thousand Eight Hundred Fifty-Two and no/100 Dollars (\$4,346,852), or so much thereof as has been advanced hereunder and remains unpaid from time to time (the “Principal Balance”), with interest thereon at the rate of one percent (1.00%) per annum or at such higher rate as may be hereinafter provided in Section 1(b), in any coin or currency which, at the time or times of payment, is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

1. (a) Interest shall accrue on the advanced and outstanding Principal Balance from and after the date hereof. Interest only on the advanced and outstanding Principal Balance of the Note shall be due and payable on _____, 20__ (unless extended with the consent of the Purchaser) and monthly thereafter through and including _____, 2061, (the “Final Maturity Date”) or any earlier prepayment date at which time the entire remaining Principal Balance and accrued interest shall be fully due and payable.

(b) If the interest on this Note should become subject to federal income taxation pursuant to a “Determination of Taxability” as that term is defined in Section 4.4(2) of the Loan Agreement (the “Loan Agreement”) of even date herewith between the Issuer and Roseville Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), and the Purchaser delivers to the Borrower a copy of the notice of the “Determination of Taxability,” the interest rate shall be immediately adjusted to be equal to the rate of 1.50% per annum and each monthly installment thereafter payable shall be accordingly adjusted. In addition, the Purchaser shall be entitled to receive upon demand an amount equal to the aggregate difference between (i) the monthly payments theretofore made to the Purchaser on this Note between the “Date of Taxability,” as that term is defined in Section 4.4(2) of the Loan Agreement, and the date of receipt by the Borrower of notice of such “Determination of Taxability” and (ii) the monthly payments which would have been made during such period if the adjusted rate had been in effect throughout such period.

2. In any event, the payments hereunder shall be sufficient to pay all principal and interest due, as such principal and interest become due, at maturity, upon redemption, or otherwise. Interest shall be computed on the basis of a 360-day year but shall be payable on the actual days elapsed.

3. Principal and interest due hereunder shall be payable at the office of the Purchaser set forth in the attached Note register, or at such other place as the Purchaser may designate in writing.

4. This Note is issued by the Issuer to provide funds for a project, as defined in Minnesota Statutes, Section 462C, as amended, consisting of the acquisition and renovation of an existing historic office building into an approximately 128-unit multifamily rental housing development and functionally related facilities to be located at 1717 and 1743 County Road C West in the City of Roseville, Minnesota (the "Project"), and this Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Chapter 462C, as amended, and pursuant to a resolution of the governing body of the Issuer duly adopted on November 4, 2019 (the "Resolution").

5. This Note is secured by a Pledge Agreement dated as of the date hereof between the Issuer and the Purchaser (the "Pledge Agreement"). As security for the Borrower's obligations under the Loan Agreement, Dominium Holdings II, LLC, a Minnesota limited liability company, will execute and deliver to the Purchaser a Guaranty, dated as of the date hereof (the "Guaranty"). Amounts held by the Purchaser relating to the Note shall be disbursed pursuant to the Disbursing Agreement dated as of the date hereof between the Borrower and the Purchaser (the "Disbursing Agreement"). The Purchaser shall authorize disbursements from the Project Fund to or at the order of the Borrower upon compliance with the terms and conditions of the Disbursing Agreement. The Borrower, the Purchaser and the Issuer have entered into a Regulatory Agreement dated as of the date hereof (the "Regulatory Agreement") requiring compliance with certain requirements of federal and state law relating to the construction and operation of the Project as a residential rental housing project.

6. The Issuer, for itself, its successors and assigns, hereby waives demand, presentment, protest and notice of dishonor, and to the extent permitted by law, the Purchaser may extend the due date of interest and/or principal of this Note, or release any part or parts of the property and interest subject to any security document from the same, all without notice to or consent of any party liable hereon or thereon and without releasing any such party from such liability and whether or not as a result thereof the interest on the Note is no longer exempt from the federal or state income tax.

7. In lieu of providing for a balloon maturity of this Note prior to the Maturity Date, the Purchaser has agreed to the terms of this paragraph. At the option of the Purchaser, this Note is subject to mandatory purchase at a purchase price equal to the entire outstanding Principal Balance hereof plus accrued interest thereon (the "Purchase Price") by the Borrower, or another purchaser selected by the Borrower and approved by the Issuer, on any date on or after September 30, 2020, unless such date is extended as provided below (the "Mandatory Purchase Date") upon notice, written or printed, delivered, at least 60 days prior to such Mandatory Purchase Date, to the Borrower at the address provided in the Loan Agreement or by telex or

other means of written or printed instantaneous communication (the “Tender Notice”) stating: (1) the Mandatory Purchase Date, (2) the Purchaser’s intent to require the purchase of this Note on the Mandatory Purchase Date and (3) the then outstanding Principal Balance of this Note. Upon the giving of such notice the entire Purchase Price shall be due and payable in full by the Borrower on the applicable Mandatory Purchase Date and the Purchaser shall deliver the Note to the Borrower, or its designee, on the Mandatory Purchase Date. If this Note is not purchased from the Purchaser by or on behalf of the Borrower on the Mandatory Purchase Date, the failure to purchase this Note shall constitute an event of default under this Note and an “Event of Default” under the Loan Agreement, and the Purchaser may exercise its remedies for default, including acceleration of this Note.

8. This Note may be prepaid in whole on any date at the option of the Borrower, upon 10 days’ prior written notice to the Purchaser, at a redemption price equal to the Principal Balance of the Note plus accrued interest thereon, plus any reasonable attorneys’ fees and costs.

9. This Note is subject to extraordinary mandatory redemption or purchase in lieu of redemption in whole but not in part, at a redemption price equal to the Principal Balance of the Note plus accrued interest thereon, without premium, without notice, on the earlier of (i) the Mandatory Purchase Date, unless such date is extended as provided below or (ii) the date the Purchaser transfers this Note to another person through assignment or purchase, unless such date is extended as provided below, if the Refunding (as defined in the Loan Agreement) of the Note has not occurred on or before such date. The Mandatory Purchase Date shall be extended at the option of the Borrower (a) by 12 months, one time, by paying the Purchaser an extension fee of \$12,500, provided, there is not an Event of Default or an event with notice and passage of time would become an Event of Default and (b) thereafter, one or more times, to a date not later than _____, 2022 with the consent of the Purchaser and upon delivery to the Purchaser of an opinion of Bond Counsel to the effect that such extension will not adversely affect the tax exempt status of interest paid on this Note.

10. In the event of prepayment of this Note, the Purchaser shall apply any such prepayment first against reasonable attorneys’ fees and collection costs, second against the accrued interest on the Principal Balance and then against the principal amounts due under the Note. The monthly payments due under paragraph 1 hereof shall continue to be due and payable in full until the entire Principal Balance and accrued interest due on this Note have been paid regardless of any partial prepayment made hereunder unless otherwise agreed to by the Purchaser.

11. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution, the Loan Agreement, the Disbursing Agreement, the Guaranty and the Pledge Agreement 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.

12. This Note and interest thereon are payable solely from the revenues and proceeds derived from the Loan Agreement, the Pledge Agreement, the Guaranty and the Disbursing Agreement and do not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation, are not payable from or a charge upon any funds of the Issuer other than the revenues and proceeds pledged to the payment thereof, and do not give rise to a pecuniary

liability of the Issuer or any of its officers, agents or employees, and no holder of this Note shall ever have the right to compel any exercise of the taxing power of the Issuer to pay this Note or the interest thereon, or to enforce payment thereof against any property of the Issuer, and this Note does not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, and the agreement of the Issuer to perform or cause the performance of the covenants and other provisions herein referred to shall be subject at all times to the availability of revenues or other funds furnished for such purpose in accordance with the Loan Agreement, sufficient to pay all costs of such performance or the enforcement thereof.

13. It is agreed that time is of the essence of this Note. If an Event of Default (as that term is defined in the Disbursing Agreement or the Loan Agreement) shall occur, then the Issuer, upon written direction of the Purchaser, or the Purchaser shall have the right and option to declare the Principal Balance and accrued interest thereon, immediately due and payable, whereupon the same shall be due and payable, but solely from sums made available under the Loan Agreement, the Pledge Agreement, the Guaranty and the Disbursing Agreement. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

14. The remedies of the Purchaser, as provided herein and in the Loan Agreement, the Pledge Agreement, the Guaranty and the Disbursing Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Purchaser, and may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

15. The Purchaser shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Purchaser, and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

16. As provided in the Resolution and subject to certain limitations set forth therein, this Note is only transferable upon the books of the Issuer at the office of the City Manager, by the Purchaser in person or by its agent duly authorized in writing, at the Purchaser's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Manager, duly executed by the Purchaser or its duly authorized agent. Upon such transfer the City Manager will note the date of registration and the name and address of the new registered owner in the registration blank appearing below. The Issuer may deem and treat the person in whose name the Note is last registered upon the books of the Issuer with such registration noted on the Note, as the absolute owner hereof, for the purpose of receiving payment of or on the account of the Principal Balance or interest, whether or not overdue, and for all other purposes, and all such payments so made to the Purchaser or upon its order shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

17. This Note has been issued without registration under state or federal or other securities laws, pursuant to an exemption for such issuance; and accordingly the Note may not be

assigned or transferred in whole or part, nor may a participation interest in the Note be given pursuant to any participation agreement, except in accordance with the Resolution and an applicable exemption from such registration requirements.

18. THIS NOTE, INTEREST HEREON, AND ANY PENALTY OR CHARGE OR ANY AMOUNTS PAYABLE HEREUNDER, OR HOWEVER DESIGNATED, IS A SPECIAL LIMITED OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND PROCEEDS PLEDGED HERETO. THIS NOTE AND THE INTEREST HEREON DO NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY, GENERAL OR MORAL OBLIGATION OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE STATE OF MINNESOTA, OR ANY POLITICAL SUBDIVISION OF THE STATE OF MINNESOTA WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS AND ARE NOT PAYABLE FROM OR A CHARGE UPON ANY FUNDS OF THE ISSUER OTHER THAN THE REVENUES AND PROCEEDS PLEDGED BY THE ISSUER TO THE PAYMENT HEREOF AND DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR ITS OFFICERS, AGENTS OR EMPLOYEES AND NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE ISSUER OR THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS TO PAY THIS NOTE OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE ISSUER OR ANY POLITICAL SUBDIVISION OF THE STATE OF MINNESOTA. THIS NOTE DOES NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE ISSUER, AND THE AGREEMENT OF THE ISSUER TO PERFORM OR CAUSE THE PERFORMANCE OF THE COVENANTS AND OTHER PROVISIONS HEREIN REFERRED TO SHALL BE SUBJECT AT ALL TIMES TO THE AVAILABILITY OF REVENUES OR OTHER FUNDS FURNISHED FOR SUCH PURPOSE IN ACCORDANCE WITH THE LOAN AGREEMENT SUFFICIENT TO PAY ALL COSTS OF SUCH PERFORMANCE OR THE ENFORCEMENT HEREOF. NEITHER THE STATE OF MINNESOTA NOR THE ISSUER NOR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF MINNESOTA SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THIS NOTE OR INTEREST HEREON OR OTHER COSTS INCIDENT HERETO EXCEPT FROM REVENUES PLEDGED THEREFOR UNDER THE LOAN AGREEMENT AND THE PLEDGE AGREEMENT, AS MORE FULLY SET FORTH IN THOSE DOCUMENTS. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER, IF ANY, OF THE ISSUER, THE STATE OF MINNESOTA, NOR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS NOTE OR INTEREST HEREON OR OTHER COSTS INCIDENT HERETO. THIS NOTE IS NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY THEREOF AND IS NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THIS NOTE IS NEITHER A MORAL NOR AN ANNUAL APPROPRIATION OBLIGATION OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE PROVISIONS OF THIS PARAGRAPH SHALL, FOR PURPOSES OF THIS NOTE, BE CONTROLLING AND SHALL BE GIVEN FULL FORCE AND EFFECT, ANYTHING ELSE TO THE CONTRARY IN THIS NOTE NOTWITHSTANDING.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen, and 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.

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed in its name by the manual signatures of its Mayor and City Manager the corporate seal having been intentionally omitted as permitted by law, and has caused this Note to be dated as of the date first written above.

CITY OF ROSEVILLE, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Manager

CERTIFICATE OF REGISTRATION

The ownership of the unpaid Principal Balance of this Note and the interest accruing thereon is registered on the books of the City of Roseville, Minnesota in the name of the holder last noted below.

Date of Registration	Name and Address Registered Owner	Signature of City Manager
, 2019	Bridgewater Bank 7831 Bush Lake Road, Suite 300 Bloomington, MN 55439	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Consider Adopting the 2020 Utility Rate Adjustments

BACKGROUND

Over the past several months, City Staff has been reviewing the City’s utility operations to determine whether customer rate adjustments are necessary for 2020. The analysis included a review of the City’s water, sanitary sewer, storm drainage, and curbside recycling operations. Unlike many city services that are supported by property taxes, our utility or *enterprise* operations are funded primarily by user fees and are operated as separate, stand-alone functions.

The information presented below includes an analysis of these operations, some historical water usage information, and a series of rate comparisons with peer communities. Each of these are presented in separate sections.

Operational Review

Staff’s analysis of the City’s utility operations included a review of the following:

- *Fixed* costs including personnel, supplies and maintenance, and other costs that are generally independent of the amount of water purchased or wastewater treated.
- *Variable* costs including the purchase of water from the City of St. Paul, water treatment costs paid to the Metropolitan Council, and recycling contractor costs paid to Eureka Recycling.
- Capital replacement costs.
- Customer counts and consumption patterns, rate structure, and rates.

Based on this analysis, Staff is recommending a number of rate adjustments for 2020. The estimated quarterly impact on a typical single-family home is as follows:

Utility Rate Impact: Single Family Home (Quarterly)				
<u>Service</u>	<u>2019</u>	<u>2020</u>	<u>\$ Increase</u>	<u>% Increase</u>
Water - base fee	58.60	62.10	3.50	
Water - usage fee	27.00	27.60	0.60	
Sanitary Sewer - base fee	39.45	40.25	0.80	
Sanitary Sewer - usage fee	26.95	28.60	1.65	
Storm Sewer	13.70	14.25	0.55	
Recycling	7.15	9.00	1.85	
Total per Quarter	\$ 172.85	\$ 181.80	\$ 8.95	5.18%

For 2020, a typical single-family home will pay an estimated \$181.80 per quarter or \$60.60 per month.

27 This is an increase of \$2.98 per month or 5.2% from the current year. This is the same amount referenced
 28 in the 2020 Preliminary Budget adopted by the Council on September 23, 2019. More detailed
 29 information for each operating division can be found below.

30

31 Water Operations

32 The City’s water operation provides City customers with safe potable water, as well as on-demand water
 33 pressure sufficient to meet the City’s fire protection needs. The following table provides a summary of
 34 the 2019 and 2020 (proposed) Budget excluding capital:

35

	2019	2020	\$ Increase	% Increase
	<u>Budget</u>	<u>Budget</u>	<u>(Decrease)</u>	<u>(Decrease)</u>
Revenues				
Customer Charges	\$ 7,334,580	\$ 7,308,000	\$ (26,580)	-0.4%
Interest Earnings	-	-	-	0.0%
Total	\$ 7,334,580	\$ 7,308,000	\$ (26,580)	-0.4%
Expenses				
Personnel Services	\$ 670,180	\$ 698,280	\$ 28,100	4.2%
Supplies & Materials	162,200	162,200	-	0.0%
Water Purchases (SPRWS)	4,700,000	4,700,000	-	0.0%
Other Services & Charges	632,200	676,000	43,800	6.9%
Total	\$ 6,164,580	\$ 6,236,480	\$ 71,900	1.2%
Net Available for Capital				
	\$ 1,170,000	\$ 1,071,520		

36

37
 38 For 2020, overall *budgeted* operational costs are expected to increase by 1.2%. Costs associated with
 39 assigned personnel are expected to increase at inflationary levels to accommodate wage & benefit-related
 40 increases. The increase in ‘Other Services & Charges’ are primarily due to higher water meter software
 41 licensing costs and energy costs at the booster station.

42

43 The single largest operating cost for the water operation is the purchase of wholesale water from the St.
 44 Paul Regional Water System (SPRWS). SPRWS Officials have informed us that there will be a 3.7%
 45 increase in the cost of purchasing wholesale water in 2020. This will require an increase in the usage rates
 46 charges to water customers. This will be the first *usage* rate increase since 2014.

47

48 The revised 20-Year Capital Improvement Plan (CIP) identifies added infrastructure replacement costs
 49 in the coming years which will require a 6.0% increase in the water *base* fee.

50

51 Sanitary Sewer Operations

52 The City maintains a sanitary sewer collection system to ensure the general public’s health and general
 53 welfare. The following table provides a summary of the 2019 and 2020 (proposed) Budget excluding
 54 capital:

55

	2019	2020	\$ Increase	% Increase
	<u>Budget</u>	<u>Budget</u>	<u>(Decrease)</u>	<u>(Decrease)</u>
Revenues				
Customer Charges	\$ 5,899,335	\$ 5,656,000	\$ (243,335)	-4.1%
Interest Earnings	-	-	-	0.0%
Total	\$ 5,899,335	\$ 5,656,000	\$ (243,335)	-4.1%
Expenses				
Personnel Services	\$ 491,720	\$ 512,420	\$ 20,700	4.2%
Supplies & Materials	46,150	45,400	(750)	-1.6%
Wastewater Treatment (MCES)	3,150,200	3,152,150	1,950	0.1%
Other Services & Charges	566,265	575,000	8,735	1.5%
Total	\$ 4,254,335	\$ 4,284,970	\$ 30,635	0.7%
Net Available for Capital	\$ 1,645,000	\$ 1,371,030		

56
57

58 For 2020, overall operational costs are expected to increase by 0.7%. Costs associated with assigned
59 personnel are expected to increase at inflationary levels to accommodate wage & benefit-related
60 increases. The projected revenues have been adjusted to account for lower wastewater flows which have
61 been in decline in recent years. This decrease however has been offset by rising treatment costs charged
62 by the Metropolitan Council Environmental Services division (MCES).

63

64 The single largest operating cost to the sanitary sewer operation is the wastewater treatment costs paid to
65 the MCES. The MCES has informed us that we can expect a very modest 0.1% increase in wastewater
66 treatment costs for 2020. However, an increase in the *usage* rates for all sanitary sewer customers is being
67 recommended to accommodate prior year rates that were slightly below what was needed to fully recoup
68 our costs. This will be the first *usage* rate increase since 2017.

69

70 The revised 20-Year Capital Improvement Plan (CIP) identifies added infrastructure replacement costs
71 in the coming years which will also require a 6.1% increase in the sanitary sewer *base* fee.

72

73 Storm Drainage Operations

74 The City provides for the management of storm water drainage to prevent flooding and pollution control,
75 as well as the street sweeping program. The following table provides a summary of the 2019 and 2020
76 (proposed) Budget excluding capital:

77

	2019	2020	\$ Increase	% Increase
	<u>Budget</u>	<u>Budget</u>	<u>(Decrease)</u>	<u>(Decrease)</u>
Revenues				
Customer Charges	\$ 1,933,460	\$ 2,010,995	\$ 77,535	4.0%
Interest Earnings	-	-	-	0.0%
Total	\$ 1,933,460	\$ 2,010,995	\$ 77,535	4.0%
Expenses				
Personnel Services	\$ 425,650	\$ 451,780	\$ 26,130	6.1%
Supplies & Materials	84,400	88,340	3,940	4.7%
Other Services & Charges	308,300	324,300	16,000	5.2%
Total	\$ 818,350	\$ 864,420	\$ 46,070	5.6%
Net Available for Capital	\$ 1,115,110	\$ 1,146,575		

78
79
80

81 For 2020, overall costs are expected to increase 5.6%. Costs associated with assigned personnel are
 82 expected to increase at near inflationary levels to accommodate wage & benefit-related increases. The
 83 increase is mostly attributable to higher supplies, software, and maintenance costs.

84
 85 The revised 20-Year Capital Improvement Plan (CIP) identifies added infrastructure replacement costs
 86 in the coming years which will require a 4.0% increase in the storm sewer rate.

87
 88 Recycling Operations

89 The recycling operation provides for the contracted curbside recycling pickup throughout the City and
 90 related administrative costs. The primary operating cost is the amounts paid to a contractor to pick up
 91 recycling materials.

92
 93 The following table provides a summary of the 2019 and 2020 (proposed) Budget:
 94

	2019	2020	\$ Increase	% Increase
	<u>Budget</u>	<u>Budget</u>	<u>(Decrease)</u>	<u>(Decrease)</u>
Revenues				
Base Fee Revenue	\$ 449,560	\$ 565,800	\$ 116,240	25.9%
SCORE Grant	87,500	87,500	-	0.0%
Revenue Sharing	-	-	-	0.0%
Interest Earnings	1,000	-	(1,000)	-100.0%
Total	\$ 538,060	\$ 653,300	\$ 115,240	21.4%
Expenses				
Personnel Services	\$ 38,410	\$ 39,790	\$ 1,380	3.6%
Supplies & Materials	2,000	3,000	1,000	50.0%
Other Services & Charges	521,710	600,230	78,520	15.1%
Total	\$ 562,120	\$ 643,020	\$ 80,900	14.4%
Net From Operations				
	\$ (24,060)	\$ 10,280		

95
 96
 97 For 2020, overall costs are expected to rise 14.4% due primarily to higher contractor costs. Under the
 98 current contract for services, the City is required to financially make up for declines in the second-hand
 99 market for recycled materials. The market for recycled materials is a global one, and it has declined
 100 significantly in the past year. The increased contractor costs which are included in the ‘Other Services &
 101 Charges’ category. A customer rate increase from \$7.15 per quarter to \$9.00 (25.9%) has been proposed
 102 to accommodate the higher costs.

103
 104 **Recommended Rates for 2020**

105 As noted above, a typical single-family home will pay \$181.80 per quarter, or \$60.60 per month under
 106 the recommended rates. The following tables provide a more detailed breakdown of the proposed rates
 107 including the rate structure which depicts how the operating cost burden is distributed to various customer
 108 types.
 109

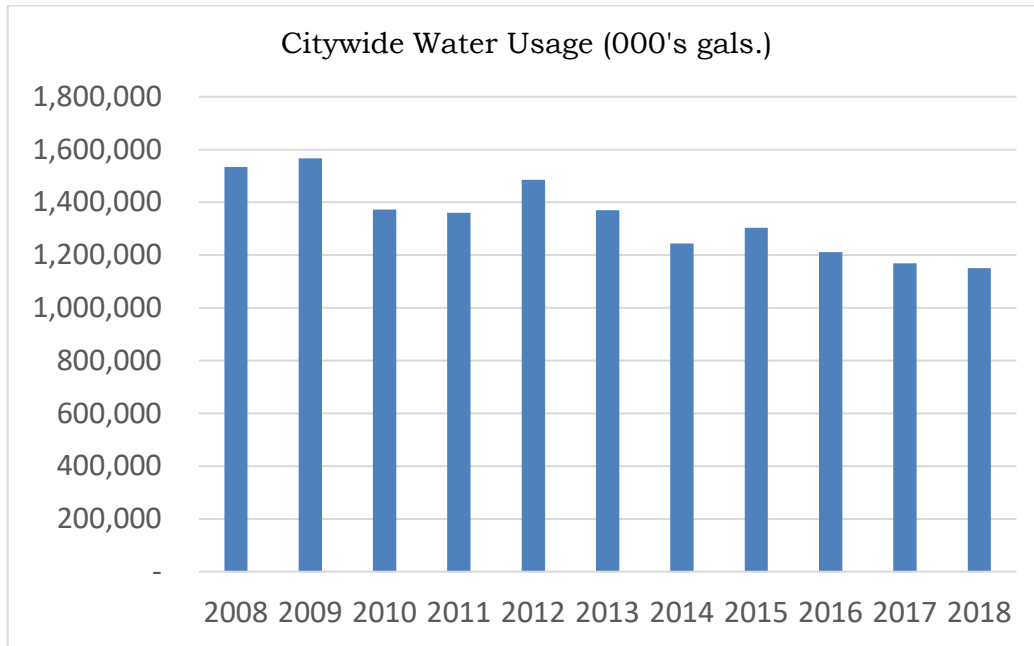
<u>Water Base Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
Single-Family Residential	\$ 58.60	\$ 62.10	Standard SF rate
Single-Family Residential: Low-Income Discount	38.10	40.35	Standard SF rate x 0.65
Non-SF Residential (5/8" Meter)	58.60	62.10	Standard SF rate
Non-SF Residential (1.0" Meter)	73.25	77.65	Standard SF rate x 1.25
Non-SF Residential (1.5" Meter)	117.00	124.00	Standard SF rate x 2.00
Non-SF Residential (2.0" Meter)	219.80	233.00	Standard SF rate x 3.75
Non-SF Residential (3.0" Meter)	438.45	465.80	Standard SF rate x 7.50
Non-SF Residential (4.0" Meter)	878.90	931.65	Standard SF rate x 15.00
Non-SF Residential (6.0" Meter)	1,757.90	1,758.00	Standard SF rate x 30.00
<u>Water Usage Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
SF Residential: Up to 30,000 gals./qtr	\$ 2.25	\$ 2.30	Standard SF rate
SF Residential: Over 30,000 gals./qtr (winter rate)	2.50	2.55	Standard SF rate +10%
SF Residential: Over 30,000 gals./qtr (summer rate)	2.70	2.75	Standard SF rate +20%
Non-SF Residential (winter rate)	2.95	3.00	Standard SF rate +30%
Non-SF Residential (summer rate)	3.15	3.20	Standard SF rate +40%
Rates are per 1,000 gallons			
<u>Sewer Base Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
Single-Family Residential	\$ 39.45	\$ 40.25	Standard SF rate
Single-Family Residential: Low-Income Discount	25.65	26.15	Standard SF rate x 0.65
Multi-Family Residential (townhomes)	39.45	40.25	Standard SF rate x 1.00
Multi-Family Residential (apartments & condos)	27.70	28.25	Standard SF rate x 0.70
Non-SF Residential (5/8" Meter)	29.50	30.10	Standard SF rate x 0.75
Non-SF Residential (1.0" Meter)	59.05	60.25	Standard SF rate x 1.50
Non-SF Residential (1.5" Meter)	88.60	90.40	Standard SF rate x 2.25
Non-SF Residential (2.0" Meter)	138.15	140.90	Standard SF rate x 3.50
Non-SF Residential (3.0" Meter)	286.15	291.85	Standard SF rate x 7.25
Non-SF Residential (4.0" Meter)	572.25	583.70	Standard SF rate x 14.50
Non-SF Residential (6.0" Meter)	1,144.50	1,167.40	Standard SF rate x 29.00
Multi-family rate is per housing unit			
<u>Sewer Usage Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
Residential	\$ 2.45	\$ 2.60	Standard rate
Non-Residential	5.65	6.00	Standard rate x 2.30
Rates are per 1,000 gallons			

<u>Stormwater Base Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
Single-Family Residential & Duplex	\$ 13.70	\$ 14.25	Standard SF rate
Multi-Family & Churches	106.05	110.30	Standard SF rate x 7.75
Cemeteries & Golf Course	10.30	10.70	Standard SF rate x 0.75
Parks	31.90	33.20	Standard SF rate x 2.35
Schools & Community Centers	51.60	53.65	Standard SF rate x 3.75
Commercial & Industrial	212.00	220.50	Standard SF rate x 15.50
Rates for single-family are per housing unit; all others are per acre			
<u>Recycling Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
Single-Family	\$ 7.15	\$ 9.00	Standard rate
Multi-Family	7.15	9.00	Standard rate

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Water Usage History

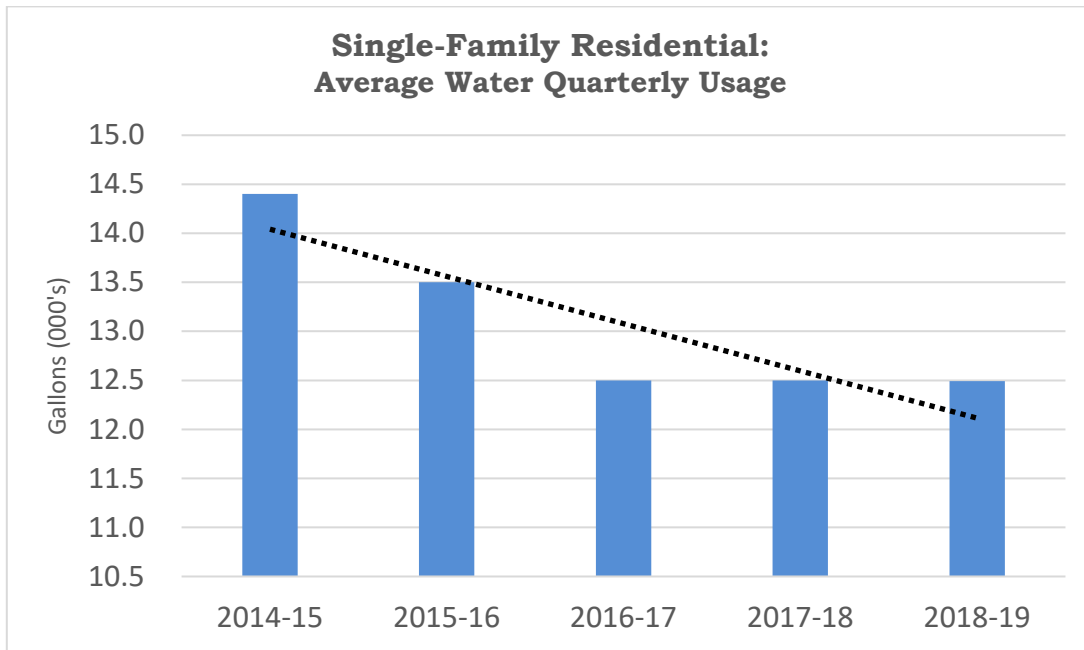
The series of graphs presented below depict water customer consumption patterns over the past 5-10 years beginning with a summary of *citywide* water consumption.



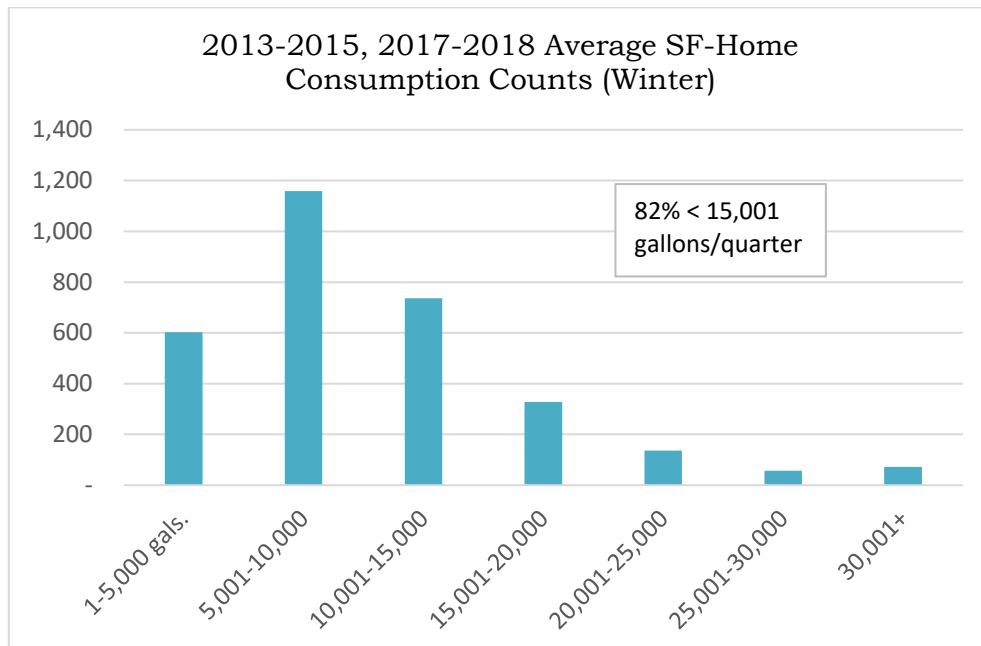
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As indicated in the graph, *citywide* consumption has generally been falling over the past decade – a 25% reduction since 2008.

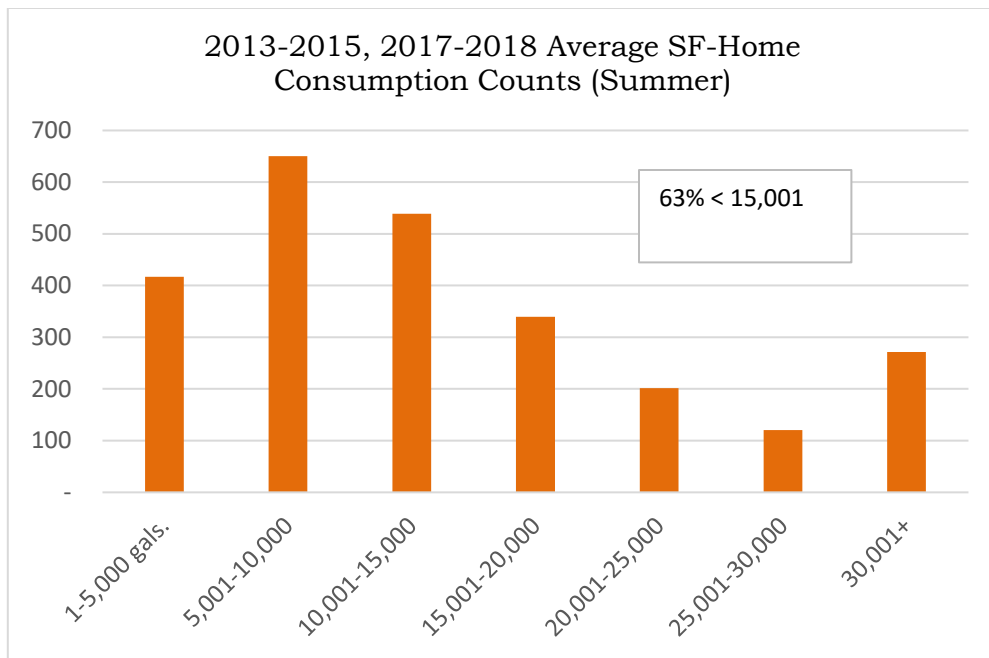
124 For *single-family homes*, average consumption had generally been dropping but has plateaued in the past
 125 few years, and now stands at approximately 4,170 gallons per month. This is depicted in the chart below.
 126



127
 128
 129 The next chart depicts the average *wintertime* consumption counts for single-family homes from 2013-
 130 2015, and 2017-2018. 2016 data was excluded due to the meter change-out program which overstated
 131 actual consumption.
 132



133
 134
 135 As shown in the chart, 82% of all single-family homes have an average consumption of less than 15,001
 136 gallons per quarter. 57% of homes have an average consumption of less than 10,000 gallons. We can
 137 depict the same information using *summertime* consumption.
 138
 139



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For summertime usage, 63% of homes have an average consumption of less than 15,001 per quarter while 42% are less than 10,000 gallons.

The City’s current rate structure includes an added charge for consumption in excess of 30,000 gallons per quarter. If this threshold was lowered to 15,000, 37% of single-family customers would be impacted during the summer months; while 19% would be impacted during winter months.

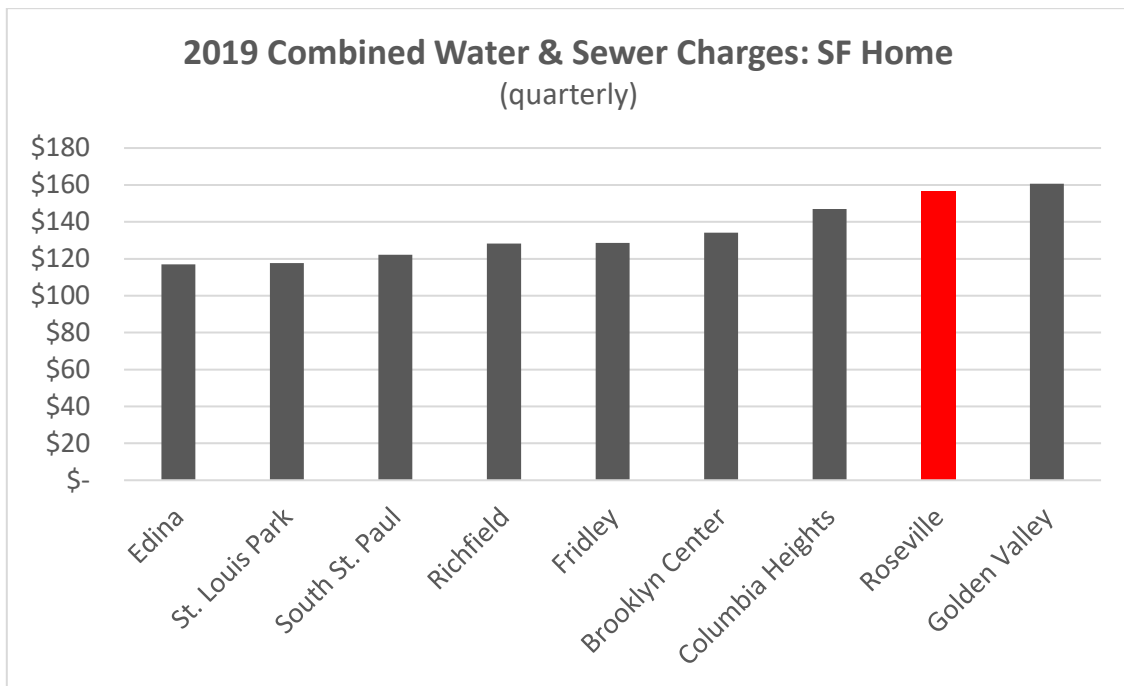
150 **Utility Rate Peer Comparisons**

151 The graphs below depict a number of water and sewer rate comparisons with other peer communities for
152 single-family homes. For this analysis, peer communities include first-ring suburbs that serve a
153 population between 18,000 and 50,000, and which are not simply an extension of a larger entity’s system.
154 Maplewood for example, is excluded because they’re part of St. Paul’s system. This group was selected
155 to try and approximate stand-alone cities with similar age of infrastructure which can have a significant
156 influence on the cost of services.

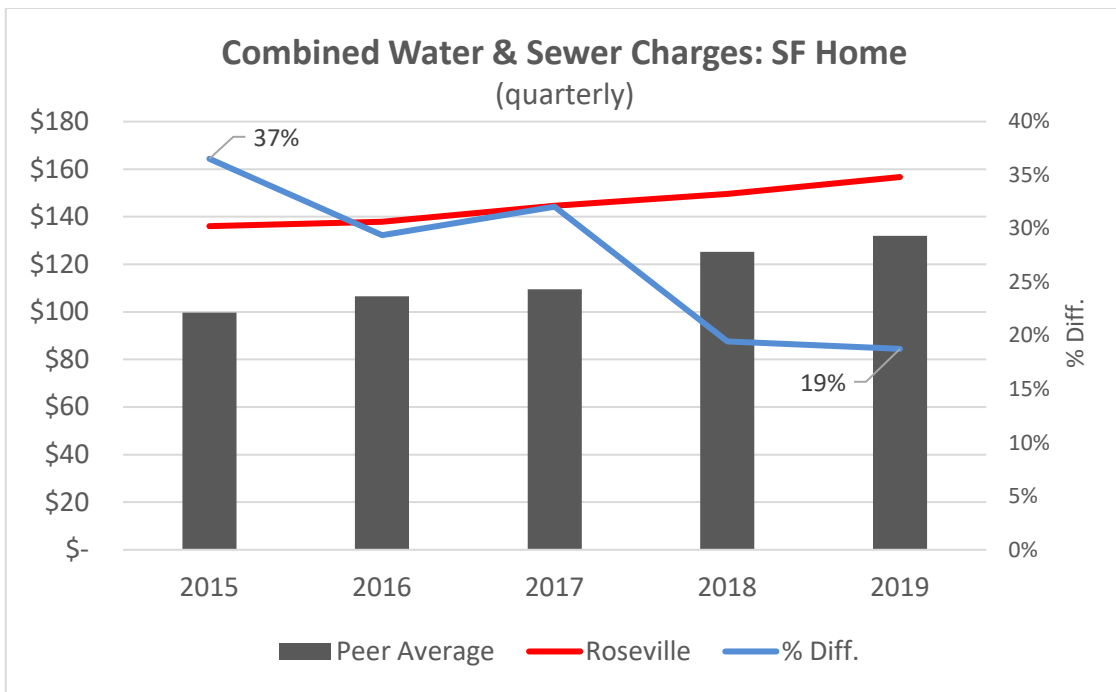
157
158 It should be noted that broad comparisons only give a cursory look at how one community’s rates
159 compares to another. A more precise comparison would also incorporate each City’s individual
160 philosophy in funding programs and services. For example, Roseville does NOT utilize assessments to
161 pay for water or sewer infrastructure replacements like many other cities do. Instead we fund
162 infrastructure replacements 100% through the rates. As a result, Roseville’s utility rates are inherently
163 higher when compared to a City that uses assessments to pay for improvements.

164
165 Other influences on the rates include whether or not a community softens its water before sending it on
166 to customers, and the extent in which communities charge higher rates to non-single family residential
167 customers.

168
169 The following chart depicts the peer group comparison for combined *water* and *sanitary sewer* fees for a
170 typical single-family home on a quarterly basis.
171



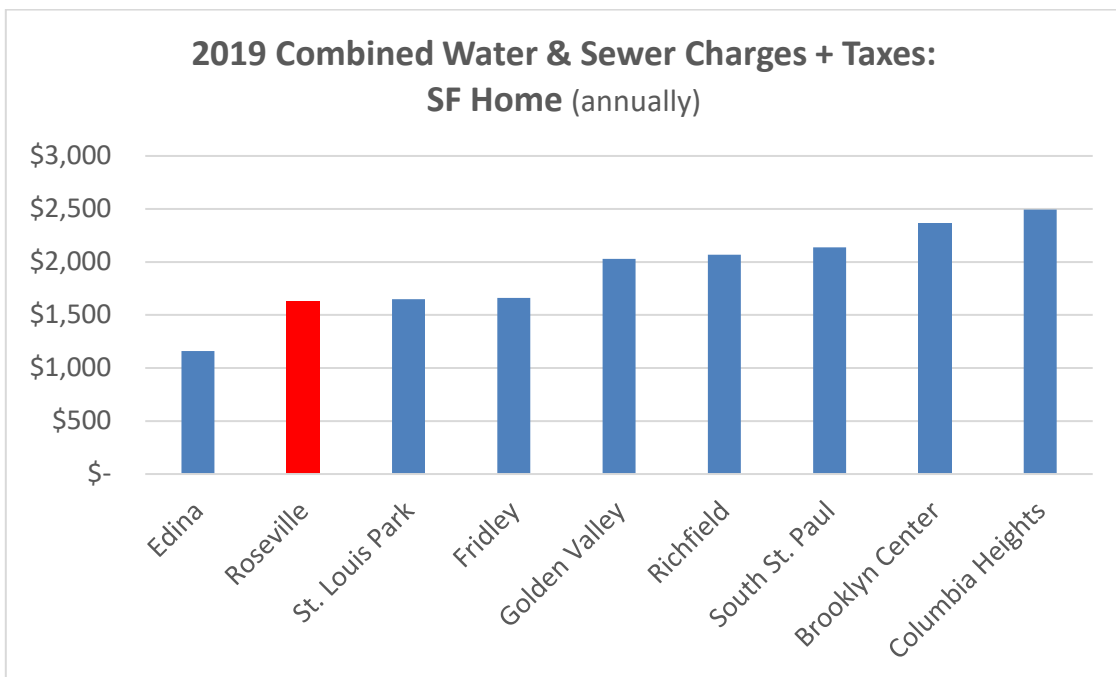
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173
174 As shown in the chart, Roseville’s water and sewer rates are among the highest in the peer comparison
175 group. However, the gap has been narrowing in recent years as other communities respond to their own
176 operational and capital replacement needs. The following chart depicts a comparison of utility rate
177 impacts for Roseville and the peer group average over the past five years.
178



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As shown here, Roseville’s water & sewer rates were 37% higher than the peer average five years ago. Today, it’s 19%.

It should be noted that most of the cities shown in the charts above happen to have much higher property tax rates. This is an important distinction because again, each City employs a different philosophy in how it funds the direct and indirect costs of providing water & sewer services. We can somewhat adjust for these differences by combining property taxes and water & sewer fees for a typical single-family home as shown in the next chart.



192

193 As is shown in this graph, when looking at more comprehensive comparison that factors in a broader
194 spectrum of needs and funding philosophies, Roseville has one of the lowest financial impacts on single-
195 family homes in the comparison group – approximately 15% below the peer average.

196

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

198

199 **POLICY OBJECTIVE**

200 An annual review of the City’s utility rate structure is consistent with governmental best practices to
201 ensure that each utility operation is financially sound.

202 **FINANCIAL IMPACTS**

203 See above.

204 **STAFF RECOMMENDATION**

205 Based on the increasing costs noted above, Staff is recommending rate adjustments as shown in the report
206 and attached resolution. These recommendations have been reviewed by both the Finance and Public
207 Works, Environment, & Transportation Commissions and they concur. Draft minutes from the
208 Commission meetings are included in *Attachments C & D*. While a resolution is included with this RCA,
209 it’s recognized that the Council may want additional time to consider the proposed changes.

210 **REQUESTED COUNCIL ACTION**

211 Review proposed 2020 Utility Rates and if appropriate, make a motion to approve the attached resolution
212 establishing the 2020 Utility Rates.

213

- Prepared by: Jason Schirmacher, Assistant Finance Director
Attachments: A: Resolution establishing the 2020 Utility Rates
B: 2020 Rate Calculation Worksheets
C: Draft minutes from the October 8, 2019 Finance Commission Meeting
D: Draft minutes from the October 22, 2019 Public Works, Environment, and Transportation
Commission

214

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 4th day of November, 2019 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _____

RESOLUTION ESTABLISHING THE 2020 UTILITY RATES

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Roseville, Minnesota, the water, sanitary sewer, storm drainage, and recycling rates are established for 2020 as follows:

<u>Water Base Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
Single-Family Residential	\$ 58.60	\$ 62.10	Standard SF rate
Single-Family Residential: Low-Income Discount	38.10	40.35	Standard SF rate x 0.65
Non-SF Residential (5/8" Meter)	58.60	62.10	Standard SF rate
Non-SF Residential (1.0" Meter)	73.25	77.65	Standard SF rate x 1.25
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Non-SF Residential (4.0" Meter)	878.90	931.65	Standard SF rate x 15.00
Non-SF Residential (6.0" Meter)	1,757.90	1,758.00	Standard SF rate x 30.00
<u>Water Usage Rate Category</u>	<u>2019 Rate</u>	<u>2020 Rate</u>	<u>Comments</u>
SF Residential: Up to 30,000 gals./qtr	\$ 2.25	\$ 2.30	Standard SF rate
SF Residential: Over 30,000 gals./qtr (winter rate)	2.50	2.55	Standard SF rate +10%
SF Residential: Over 30,000 gals./qtr (summer rate)	2.70	2.75	Standard SF rate +20%
Non-SF Residential (winter rate)	2.95	3.00	Standard SF rate +30%
Non-SF Residential (summer rate)	3.15	3.20	Standard SF rate +40%
Rates are per 1,000 gallons			

<u>Sewer Base Rate Category</u>	2019 Rate	2020 Rate	<u>Comments</u>
Single-Family Residential	\$ 39.45	\$ 40.25	Standard SF rate
Single-Family Residential: Low-Income Discount	25.65	26.15	Standard SF rate x 0.65
Multi-Family Residential (townhomes)	39.45	40.25	Standard SF rate x 1.00
Multi-Family Residential (apartments & condos)	27.70	28.25	Standard SF rate x 0.70
Non-SF Residential (5/8" Meter)	29.50	30.10	Standard SF rate x 0.75
Non-SF Residential (1.0" Meter)	59.05	60.25	Standard SF rate x 1.50
Non-SF Residential (1.5" Meter)	88.60	90.40	Standard SF rate x 2.25
Non-SF Residential (2.0" Meter)	138.15	140.90	Standard SF rate x 3.50
Non-SF Residential (3.0" Meter)	286.15	291.85	Standard SF rate x 7.25
Non-SF Residential (4.0" Meter)	572.25	583.70	Standard SF rate x 14.50
Non-SF Residential (6.0" Meter)	1,144.50	1,167.40	Standard SF rate x 29.00
Multi-family rate is per housing unit			
<u>Sewer Usage Rate Category</u>	2019 Rate	2020 Rate	<u>Comments</u>
Residential	\$ 2.45	\$ 2.60	Standard rate
Non-Residential	5.65	6.00	Standard rate x 2.30
Rates are per 1,000 gallons			
<u>Stormwater Base Rate Category</u>	2019 Rate	2020 Rate	<u>Comments</u>
Single-Family Residential & Duplex	\$ 13.70	\$ 14.25	Standard SF rate
Multi-Family & Churches	106.05	110.30	Standard SF rate x 7.75
Cemeteries & Golf Course	10.30	10.70	Standard SF rate x 0.75
Parks	31.90	33.20	Standard SF rate x 2.35
Schools & Community Centers	51.60	53.65	Standard SF rate x 3.75
Commercial & Industrial	212.00	220.50	Standard SF rate x 15.50
Rates for single-family are per housing unit; all others are per acre			
<u>Recycling Rate Category</u>	2019 Rate	2020 Rate	<u>Comments</u>
Single-Family	\$ 7.15	\$ 9.00	Standard rate
Multi-Family	7.15	9.00	Standard rate
<u>Meter Security Deposit</u>	2019 Rate	2020 Rate	<u>Comments</u>
5/8" Meter	\$ 190.00	\$ 190.00	Based on approx. meter co:
3/4" Meter	215.00	215.00	Based on approx. meter co:
1.0" Meter	240.00	240.00	Based on approx. meter co:
1.5" Meter	440.00	440.00	Based on approx. meter co:
2.0" Meter (Disc)	535.00	535.00	Based on approx. meter co:
2.0" Meter (Compound)	1,340.00	1,340.00	Based on approx. meter co:
3.0" Meter	1,910.00	1,910.00	Based on approx. meter co:
6.0" Meter	5,430.00	5,430.00	Based on approx. meter co:

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244 The motion for the adoption of the foregoing resolution was duly seconded by member
245
246 and upon a vote being taken thereon, the following voted in favor thereof:

247
248 and the following voted against the same:

249
250 WHEREUPON, said resolution was declared duly passed and adopted.

251
252 State of Minnesota)
253) SS
254 County of Ramsey)

255
256 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State
257 of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of
258 minutes of a regular meeting of said City Council held on the 4th day of November, 2019 with the original
259 thereof on file in my office.

260
261 WITNESS MY HAND officially as such Manager this 4th day of November, 2019.

262
263

264
265 _____
266 Patrick Trudgeon
267 City Manager

268 Seal

269

Total Fixed Costs		2020
Personnel Services	\$	698,280
Supplies & Maintenance		162,200
Other Charges (net of water purchase)		1,026,000
Less Depreciation		(350,000)
Capital Outlay		988,800
Total		\$ 2,525,280 = Amount to recover from <u>BASE</u> rates

** Switched to 5-Year CIP amortization in 2019 to better approximate actual cash flow needs

	# of Customers	Avg. Usage (a)	Current		Proposed		Current		Proposed			
			Base Fee	Revenue	Base Fee	% Increase (decrease)	Base Fee	Revenue	Fee per 1,000 gals.	Usage Fee Revenue	Fee per 1,000 gals.	% Increase (decrease)
Single-Family Residential (b)	9,455	12.45	58.60	554,063	62.10	5.97%	587,156	2.25	264,932	2.30	2.22%	270,820
Multi-Family and Non-Residential												
5/8" Meter or 3/4" Meter	60	40.63	58.60	3,516	62.10	5.97%	3,726	2.95	7,191	3.00	1.69%	7,313
1.0" Meter	350	124.36	73.25	25,638	77.65	6.01%	27,178	2.95	128,400	3.00	1.69%	130,577
1.5" Meter	101	281.04	117.00	11,817	124.00	5.98%	12,524	2.95	83,737	3.00	1.69%	85,157
2.0" Meter	68	345.79	219.80	14,946	233.00	6.01%	15,844	2.95	69,366	3.00	1.69%	70,542
3.0" Meter	28	505.63	439.45	12,305	465.80	6.00%	13,042	2.95	41,765	3.00	1.69%	42,473
4.0" Meter	1	289.00	878.90	879	931.65	6.00%	932	2.95	853	3.00	1.69%	867
6.0" Meter	1	399.25	1,757.90	1,758	1,863.35	6.00%	1,863	2.95	1,178	3.00	1.69%	1,198
Total # of Customers	10,064			624,921			662,264		597,423			608,945
Total Annual Revenue			2,499,685				2,649,058		2,389,690			2,435,781

(a) Usage is in thousands of gallons, based on average YEAR-Round usage
(b) As of 11/14/16; 29 households were receiving the discount

Total Costs to Recoup	2,525,280	Total Costs to Recoup	2,248,600
Revenue over (under) Costs	123,778	Revenue over (under) Costs	187,181
Total Annual Revenue	2,649,058		
Amount Needed for Operations	(1,536,480)		
Amount Available for Capital	1,112,578	= Amount to Use on CIP Funding Projections	

Total Variable Costs	St. Paul Cu Ft Rate	Roseville Cu Ft Rate *	Roseville Gal. Rate	Estimated Consumption %	Blended Rate	Allowance For		Estimated Gallons (1000's)	Estimated Cost
						Unaccounted Water @ 5%	Estimated		
Base Rate					0.540	0.567		648,000	
Water Rate: Winter	2.917	1.750	1.309	45.0%	0.589	0.619	540,000	706,941	
Water Rate: Summer	3.017	1.810	1.354	55.0%	0.745	0.782	660,000	893,660	
* Per Amendment #2 to the Contract with SPRWS,					1.874	1.968	1,200,000	2,248,600 = amount to recover from <u>USAGE</u> rates	

Total Fixed Costs		2020
Personnel Services	\$	512,420
Supplies & Maintenance		45,400
Other Charges (net of sewer treatment)		995,000
Less Depreciation		(420,000)
Capital Outlay		985,600
Total		\$ 2,118,420

** Switched to 5-Year CIP amortization in 2019 to better approximate actual cash flow needs
= Amount to recover from BASE rates

	# of Customers	Avg. Usage (a)	Current		Proposed		Current		Proposed			
			Base Fee	Revenue	Base Fee	% Increase (decrease)	Base Fee	Revenue	Fee per 1,000 gals.	Usage Fee Revenue	Fee per 1,000 gals.	% Increase (decrease)
Single-Family Residential	9,455	11	39.45	373,000	40.25	2.03%	380,564	2.45	254,812	2.60	6.12%	270,413
Residential - Apts & Condos: Accts. (b)	207	237.93						2.45	120,669	2.60	6.12%	128,057
Residential - Apts & Condos: Units (b)	6,342		27.70	175,673	28.25	1.99%	179,162					
Non-residential												
5/8" Meter or 3/4" Meter	108	18.39	29.50	3,186	30.10	2.03%	3,251	5.65	11,221	6.00	6.19%	11,916
1.0" Meter	180	66.16	59.05	10,629	60.25	2.03%	10,845	5.65	67,284	6.00	6.19%	71,453
1.5" Meter	111	133.14	88.60	9,835	90.40	2.03%	10,034	5.65	83,501	6.00	6.19%	88,674
2.0" Meter	89	237.42	138.15	12,295	140.90	1.99%	12,540	5.65	119,387	6.00	6.19%	126,783
3.0" Meter	30	339.16	286.15	8,585	291.85	1.99%	8,756	5.65	57,487	6.00	6.19%	61,049
4.0" Meter	3	165.58	572.25	1,717	583.70	2.00%	1,751	5.65	2,807	6.00	6.19%	2,981
6.0" Meter	-	-	1,144.50	-	1,167.40	2.00%	-					
	16,525			594,919			606,902		717,169			761,324
			Total Annual Revenue	2,379,677			2,427,609		2,868,675			3,045,296

(a) Usage is in 1,000's of gals. SF Res. usage is based on average WINTER usage

(b) Total UB Accounts = 189, total units for base revenue calculation = 5,976

** Multi-Family & Condo are charged a single property base fee plus a separate fee for each housing unit.

Total Costs to Recoup 2,118,420

Revenue over (under) Costs 309,189

Total Annual Revenue 2,427,609

Total Costs to Recoup 3,152,150

Revenue over (under) Costs (106,854)

Amount Needed for Operations (1,132,820)

Amount Available for Capital 1,294,789

Total Variable Costs

Total Wastewater Treatment Cost 3,152,150 ** based on Met Council email dated 5/6/2019

Total Costs	<u>2020</u>	
Personnel Services	\$ 451,780	
Supplies & Maintenance	88,340	
Other Charges	804,300	
Less Depreciation	(480,000)	
Capital Outlay	1,164,000	** Switched to 5-Year CIP amortization in 2019 to better approximate actual cash flow needs
Total	\$2,028,420	= Amount to recover from rates

	# of Customers	# of Lots / Acreage	Current Rates		Proposed Rates		Base Fee Revenue
			Base Fee	Revenue	Base Fee	% Increase (decrease)	
Single Family & Duplex	9,544	9,544	13.70	\$ 130,753	14.25	4.01%	\$ 136,002
Multi-Family & Churches	n/a	430	106.05	45,602	110.30	4.01%	47,429
Cemeteries & Golf Course (a)	n/a	79	10.30	814	10.70	3.88%	845
Parks (b)	n/a	1	31.90	32	33.20	4.08%	33
Schools & Comm. Centers (c)	n/a	153	51.60	7,895	53.65	3.97%	8,208
Commercial & Industrial	n/a	1,465	212.00	310,580	220.50	4.01%	323,033
		11,672		495,675			\$ 515,550
			Total Annual Revenue \$1,982,699				\$ 2,062,202

Total Costs to Recoup	2,028,420	12/31/18 Cash Balance
Revenue over (under) Costs	33,782	= \$593,000
Total Annual Revenue	2,062,202	
Amount Needed for Operations	(864,420)	
Amount Available for Capital	\$ 1,197,782	

Total Costs

	<u>2020</u>	
Personnel Services	\$ 39,790	
Supplies & Maintenance	3,000	
Other Charges: Miscellaneous	24,710	
Contractor Costs: Curbside	548,020	
Contractor Costs: Parks	5,130	
Contractor Costs: Park Pathways	7,371	
Contractor Costs: Clean-Up Day	10,000	\$ 575,520 = Total Contractor Costs
Contractor Costs: Shredding Day	4,999	
Total	\$ 643,020	= Amount to recover from rates

	# of Customers (Units)	Current Rates		Proposed Rates	
		Base Fee	Revenue	Base Fee	% Increase (decrease)
Single Family	9,392	7.15	67,153	9.00	25.87%
Multi family	6,305	7.15	45,081	9.00	25.87%
Opt-Ins	13	7.15	93	9.00	25.87%
Applewood Service	1	60.00	60	60.00	0.00%
Revenue Sharing from Contractor (quarterly)			-		
Ramsey Co. SCORE Grant (quarterly)			21,875		
Total Quarterly Revenue			134,262		163,325
Total Annual Revenue			537,046		653,300
				Total Costs to Recoup	643,020
				Revenue over (under) Costs	10,280

October 8, 2019 – *Draft Minutes*

Review The 2020 Proposed Utility Rates

City Manager Trudgeon explained the Commission is asked to review the 2020 proposed utility rates changes and submit a recommendation to the city Council for review at their November 4, 2019 city Council meeting.

Chair Hodder asked if new developments would be responsible for most hookups.

Mr. Trudgeon explained developers are responsible for installation of whatever the infrastructure is, but the city is responsible for the long-term maintenance.

Commissioner Davies asked if the city has seen significant increases due to the increase in rain over the years.

Mr. Trudgeon indicated the problem areas where flooding has occurred in the past has been exacerbated tremendously. There is a terrible issue under Hwy 36 and Fairview and will flood temporarily with any substantial rain. He has been told the fix will be millions of dollars because it affects everything around it, so the city has tried to make incremental improvements. This is really about the flow and is at over capacity.

Mr. Trudgeon reviewed the Recycling Utility with the Commission.

Chair Hodder asked if the recycling companies are looking at producing energy with the items that are not recyclable.

Mr. Trudgeon indicated Ramsey County and Washington County have facilities in Bayport that will do that and be able to take some of the trash and recyclables to convert into energy and should be up and running by 2020.

Mr. Trudgeon explained the recommendation is to go to from \$7.15 to \$9.00 per quarter for recycling fees per Single Family Home for 2020.

Commissioner Reif thought this looked reasonable.

The Commission agreed.

Chair Hodder thought the city did not want to be in a position where it is not charging enough to cover the costs.

Commissioner Davies moved, seconded by Commissioner Reif to accept the recommendations as proposed. **The motion carried unanimously.**

Utility Rates

Mr. Culver presented the PWETC the proposed 2020 Utility rates and asked the Commission to review and give feedback.

Member Joyce asked if there was any benefit to the low flow shower heads and programs like that.

Mr. Culver indicated there was, particularly on a large scale.

Vice Chair Wozniak asked if the city Council declined to add the irrigation tier and instead advocated an outreach campaign to reduce or minimize irrigation.

Mr. Culver indicated that was correct.

Vice Chair Wozniak thought that fit in with Dr. Sandor's presentation about over watering. He wondered if there was some way to put those two things together.

Mr. Culver indicated staff is planning on being very aggressive next year with an outreach campaign, particularly directed to the high-water users that the city knows is irrigating and encourage them to use new technology to help lower their water usage. The city has applied for some grants to hopefully do some rebates for some actual controllers and things like that. Even if the city does not get the grants dollars may be set aside to do that and get at least a couple of users in Roseville to do it and report on the results. The Council was not opposed to ever setting an additional tier but what the Council wanted to do was do a targeted outreach campaign first and see if people will change their behavior by doing that first and then increase the rates if needed.

Member Misra thought with all of the developments going in that have not done their landscaping could the city talk to them about some of the options.

Mr. Culver indicated that could be done.

Member Hammer inquired if the city gets much inquiring when the rates are published.

Mr. Culver indicated generally there is not much inquiry. He thought most people really do not notice. The recycling one might be interesting because of the percentage.

Motion

Member Joyce moved, Member Hammer seconded, to approve the 2020 Utility Rate Schedule.

Ayes: 5

Nays: 0

Abstain: 1 (Wozniak)

Motion carried

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.c

Department Approval



City Manager Approval



Item Description: Consider Adoption of the 2020 Fee Schedule

BACKGROUND

Each year the City Council is asked to adopt a Fee Schedule which establishes the fees and charges for service for the City's regulatory functions. The presence of a fee schedule allows regulatory-type fees to be easily identified in one document, as opposed to being scattered throughout City Code. In addition, a fee schedule adopted on an annual basis provides the Council the opportunity to review fees for services in a comprehensive manner.

Over the past several months, Staff has reviewed the direct and indirect costs of these regulatory functions to determine whether fee adjustments are necessary or if new fees should be established. Council reviewed proposed changes at their September 23, 2019 meeting.

All of the proposed changes are highlighted in yellow on the attached Fee Schedule, and generally reflect the need to recover increased regulatory costs, staff time related to special requests, or development-related impacts on city services.

Departmental Staff will be on hand at the Council meeting to address the new fees or suggested changes.

POLICY OBJECTIVE

Adopting an annual fee schedule is consistent with governmental best practices and ensures that the City's regulatory functions are properly funded.

FINANCIAL IMPACTS

Based on the recommended fee adjustments, it is projected that revised fees will generate revenues sufficient to cover the City's added regulatory costs. The applicable revenues and expenditures have been incorporated into the 2020 Budget.

STAFF RECOMMENDATION

Staff recommends that the City Council approve an ordinance and ordinance summary amending Chapter 314.05 adopting the 2020 Fee Schedule.

REQUESTED COUNCIL ACTION

Motion #1: Approve the attached ordinance amending Chapter 314.05 adopting the 2020 Fee Schedule.

Motion #2: Approve the attached ordinance summary.

Prepared by: Katie Bruno, Deputy City Clerk
Attachments: A: Summary of proposed changes
B: Ordinance adopting the 2019 Fee Schedule
C: Ordinance Summary
D: Proposed 2020 Fee Schedule

Summary of Substantive changes to the proposed 2020 Fee Schedule

Finance Department

Lawful Gambling Regulatory Tax

The City's regulatory efforts associated with the conduct of lawful gambling activities in the city is offset by a *legally-restricted* tax on net receipts (gross sales less prizes paid). The tax is used for general licensing, financial activities review, police compliance checks, and other regulatory activities as needed. With the growth in the number of locations conducting lawful gambling activities as well as overall sales, the current 1.0% tax exceeds the amount necessary to support the City's on-going regulatory function. Staff recommends that the tax be lowered to 0.50% of net receipts for 2020.

Lawful gambling regulatory activities are captured in a separate fund, and do not impact the City's property tax levy.

Fire Department

Fee/Charge Description	2019	2020
1. CPR Increase	\$80.00	\$100.00
2. Gasoline Stations	\$60.00	\$186.00
Gasoline pumps (private business)	\$130.00	\$186.00
3. Hotel / motel complaint inspections fee.	N/A	\$125.00
4. Response to Vehicle related emergencies	\$400.00	\$400.00 + \$48 per vehicle

Explanation of fee change:

1. CPR fee increase. The Fire Department is proposing an increase of \$20.00 per student for CPR certification training. The cost increase is due to departmental cost increases for personnel and supplies.
2. Gasoline Stations/Gasoline pumps (private business). The Fire Department is proposing an increase of \$126.00 per fuel station inspection. The current rates are not sufficient to cover the costs of the inspections and administrative time associated with the license.
3. Hotel / motel complaint inspections fee. The fire department is proposing a verified complaint inspection fee for hotel /motels. Over the past few years the number of complaints regarding fire code violations within the hotel / motels has increased steadily. This fee would be charged to hotels / motels for "verified complains". Inspectors would respond to the complaint, and if the complaint was verified the business would be charged for the time responding to and correcting the complaint.
4. Fire Department Response to Vehicle related emergencies. (Accidents, Vehicle fires, Hazard clean-up, Extrication). The Roseville Fire Department responds to several hundred vehicle related emergencies annually. This proposed fee would off-set the cost of responding to these emergency types, and is covered by most insurance. The fee is proposed at \$400.00 per incident with additional costs per vehicle. Estimated annual fee income would be \$34,000. This fee replaces the current "fire rescue and Extrication fee".

Community Development

Fee/Charge Description	2019	2020
1. Public Nuisance Deviation fee	N/A	\$50.00
2. Residential Seasonal pool permit	\$25.00	N/A
3. Administrative fee for Council approved abatement	N/A	\$350.00
4. Residential Window replacement fee (flat fee) valuation based		\$140.00

5. Electrical Permit fees	All	All
6. PUD Cancellation/escrow	N/A	\$250/\$500
7. Temporary Overnight Shelter License	N/A	\$350
8. Environmental Assessment Worksheet (EAW) fee	N/A	up to \$5,000

Explanation of fee change:

1. Ordinance has language referencing deviation application shall be accompanied by fee, however, no fee is provided in the Fee Schedule. This proposed fee reflects estimated staff time for processing of this specific deviation application. The expected annual revenue this fee could generate is deemed nominal at \$50-\$100, assuming 1-2 deviations are expected annually.
2. The permit for a residential seasonal pool had no inspection or enforcement component. The only tangible service was to provide guidelines. Since the City doesn't provide a service, we don't feel it's appropriate to require a permit or collect a fee, so we've stricken the permit requirement entirely after consultation with the City Attorney. Guidelines will still be provided to residents. It is not expected that any revenue will be lost by eliminating this application and fee, being few applications are submitted annually.
3. Staff has reviewed actual staff hours related to the Council approved abatements since 2016 and estimates a minimum of five staff hours per abatement is expended and that cost is proposed to be recovered via a fee. The expected annual revenue this fee could generate is estimated at \$2,450, assuming seven abatements per the calendar year (which is the running ten year average).
4. The Minnesota State Building Code offers exceptions to the valuation-based fee system, in favor of a flat fee, for certain residential permits. Staff wishes to move window replacement permits to a flat fee (roofing and siding previously moved to flat fee). Staff has reviewed twelve years of window replacement permit fees and current staff time related to the processing of these applications, inspections and re-inspections and have determined our costs can be recovered through a flat fee. Establishing a flat fee will reduce the permit cost, causing Roseville's fee to be more in-line with similar and neighboring communities. The expected revenue decline is estimated at \$8,000.
5. The City's contract electrical inspector, Tokle Inspections, has requested to increase permit fees as part of the contract renewal for inspection services. Per contract, Mr. Tokle sets the electrical fees and he has not increased these fees in many years. Per Mr. Tokle's contract, the City retains 20 percent of the fees and the contractor receives 80 percent. While some fees appear to be dramatically increasing (larger services & solar account for the largest permit fee increases), the fees most often applied are increasing between 10-12.5%. The expected revenue increase (City's portion only) is estimated at approximately \$2,500 - \$3,000, although this number could vary dramatically based on the type of electrical work that is done.
6. The Zoning Ordinance provides for a Planned Unit Development Cancellation process, yet no application, or associated fee, exists should the public wish to request a PUD Cancellation. Staff proposes a \$250 application fee, and a \$500 escrow, which should be sufficient to cover staff costs to process such a request. The expected annual revenue this fee could generate is deemed nominal at \$250, assuming one (or less) PUD cancellation is processed per year (escrow fees are pass-thru to 3rd parties).

7. The Temporary Overnight Shelter License fee is new in 2020 and relates to City Council adoption of an Ordinance on August 26, 2019 creating a Temporary Overnight Shelter License, replacing the formerly used Interim Use process. The proposed fee of \$350 would cover 2-3 hours of staff time for inspections and administrative costs to process the license. To date, only two properties would take advantage of this license, generating \$700 annually in fee revenue for 2020.
8. There are several upcoming projects that will trigger a mandatory Environmental Assessment Worksheet (EAW). The City of Roseville is the Responsible Governmental Unit for determining whether or not EAW's are complete and following the process established in Minnesota Statutes 116D.04. City staff do not have the full expertise for reviewing such documents and so there will be a need to have a third party review the EAW prior to City acceptance and release for public comment. Actual costs will be billed to the escrow with unused funds returned to the applicant.

**CITY OF ROSEVILLE
ORDINANCE NO. ____**

**AN ORDINANCE AMENDING CHAPTER 314.05, FEE SCHEDULE
ADOPTING THE 2020 FEE SCHEDULE**

THE CITY OF ROSEVILLE HEREBY ORDAINS:

SECTION 1. Purpose. The City of Roseville annually adopts a Fee Schedule which establishes the fees and charges for service for the City's regulatory functions. The presence of a fee schedule allows regulatory-type fees to be easily identified in one document, as opposed to being scattered throughout City Code. In addition, a fee schedule adopted on an annual basis provides the City Council the opportunity to review fees for services in a comprehensive manner.

SECTION 2. Other Fee References

By enacting this ordinance, all fee amounts previously established and contained herein are hereby amended as submitted.

SECTION 3. Authority

The authority to enact the fees identified herein is established by City Code.

SECTION 4. Penalty

Failure to pay the fees identified herein is subject to penalties and interest as established by City Code.

SECTION 5. Fee Schedule

The 2020 Fee Schedule is as shown in *Exhibit A*.

SECTION 6. Effective Date. This ordinance shall be effective January 1, 2020.

Passed this 4th day of November, 2019

Ordinance: Adopting the 2020 Fee Schedule

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

Seal

City of Roseville

ORDINANCE SUMMARY NO. ____

**AMENDING CHAPTER 314.05, FEE SCHEDULE
ADOPTING THE 2019 FEE SCHEDULE**

The following is the official summary of Ordinance No. _____ approved by the City Council of Roseville on November 4, 2019:

An Ordinance amending Chapter 314.05 of the Roseville City Code adopting the 2020 Fee Schedule which establishes the fees and charges for service for the City's regulatory functions.

A printed copy of the ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted on the web page of the City of Roseville www.cityofroseville.com

Attest: _____
Patrick Trudgeon, City Manager

City of Roseville
2020 Proposed Fee Schedule

General Business Licenses and Permit Fees

Fee Description	City Code	2019 Amount	2020 Amount	Comments
Amusement device (per machine)	303	15.00/machine	93.00/location	
Benches in right-of-way	703	50.00	50.00	
Assessment searches:				
Deferred or pending	n/a	-	-	
Historical	n/a	100.00	100.00	
Bowling alley:				
First alley	n/a	70.00	70.00	
Each additional alley	n/a	20.00	20.00	
Burial Permit	401	100.00	100.00	
Cigarettes, sale of	306	200.00	200.00	
Compost/woodchip delivery from Compost Site	n/a	40.00	40.00	
Construction noise variance	405	450.00	450.00	
Conversation parlors	308	10,000.00	10,000.00	
Copy charges per page	n/a	0.25	0.25	
CPR Training charge per student	n/a	80.00	100.00	
Curb stop turn on/off fee	n/a	50.00	50.00	
Data / USB Drive Copies	n/a	10.00	10.00	
Daycare facility inspection fee	n/a	40.00	40.00	
Dog and cat license:				
2 Year: sterilized	501	10.00	10.00	
2 Year: sterilized with micro chip	501	5.00	5.00	
2 Year: non-sterilized	501	35.00	35.00	
2 Year: non-sterilized with micro chip	501	25.00	25.00	
Lifetime: sterilized	501	30.00	30.00	
Lifetime: sterilized with micro chip	501	5.00	5.00	
Lifetime: non-sterilized	501	150.00	150.00	
Lifetime: non-sterilized with micro chip	501	100.00	100.00	
Duplicate or address change	501	5.00	5.00	
Special multiple: 2 Year	501	40.00	40.00	
Dog kennels	501	75.00	75.00	
Easement or right-of-way vacation	n/a	300.00	300.00	
Encroachment agreement application fee	n/a	300.00	300.00	
Erosion control escrow fee (per acre):				
Standard	1017	3,000.00	3,000.00	
Residential remodel (less than 1/4 acre)	1017	1,000.00	1,000.00	
False alarm fees: Fire:				
Third false alarm	506	300.00	300.00	
Fourth	506	400.00	400.00	
Fifth and all subsequent alarms	506	500.00	500.00	
Construction-related	n/a	150.00	150.00	
False alarm fees: Police:				
Third false alarm	506	100.00	100.00	
Fourth	506	200.00	200.00	
Fifth	506	300.00	300.00	
Sixth	506	400.00	400.00	
Seventh and all subsequent alarms	506	500.00	500.00	
Fertilizer:				
Sale of	408	30.00	30.00	
Applicator	408	100.00	100.00	
Firearms, sale of	310	30.00	30.00	
Fire Inspection:	902	93.00	93.00	
Commerical vent hood	902	93.00	93.00	
Natural gas-related emergencies		250.00	250.00	Per hour (contractor-related)
Fire rescue and extrication fee	n/a	400.00	400.00	
Fire safety training (per hour)	n/a	80.00	80.00	
Fireworks, sale of consumer:				
Existing retail	n/a	100.00	100.00	
Stand-alone, temporary	902	450.00	450.00	Incl. structure & product storage
Fuel storage tank removal inspection	902	170.00	170.00	Above or underground tanks

City of Roseville
2020 Proposed Fee Schedule

General Business Licenses and Permit Fees

Fee Description	City Code	2019 Amount	2020 Amount	Comments
Fuel storage tank: Installation of liquid fuel tank	902	170.00	170.00	Above or underground tanks
Fuel storage tank: Installation of liquefied fuel tank	902	170.00	170.00	Above or underground tanks
Game room	303	175.00	175.00	
Gasoline stations	310	130.00	186.00	
Gas pumps (private business)	310	60.00	186.00	
Horse	501	5.00	5.00	
Hospitals-veterinary	310	80.00	80.00	
Hotel/Motel Annual Inspection				
Base rate	n/a	435.00	435.00	Inspection services transferred from State Fire Marshall's Office
Per unit fee	n/a	3.00	3.00	
Follow-up inspection	n/a	125.00	125.00	
Verified complaint inspection	n/a	-	125.00	
Lawful gambling:				
One-time event	304	25.00	25.00	
On-going premise permit: net sales %	304	1%	0.5%	
On-going premise permit: net profits %	304	10%	10%	
Liquor Licenses:				
On-sale intoxicating liquor license	302	\$ 7,000.00	\$ 7,000.00	
On-sale wine license (75 seats or less)	302	750.00	750.00	
On-sale wine license (75+ seats)	302	1,500.00	1,500.00	
Temporary: on-sale (3 days)	302	50.00	50.00	
Temporary: on-sale in Cental Park	302	20.00	20.00	
Sunday on-sale	302	200.00	200.00	
Special club: 51-200 members	302	300.00	300.00	
Special club: 201-500 members	302	500.00	500.00	
Special club: 501-1,000 members	302	650.00	650.00	
Special club: 1,001-2,000 members	302	800.00	800.00	
Special club: 2,001-4,000 members	302	1,000.00	1,000.00	
Special club: 4,001-6,000 members	302	2,000.00	2,000.00	
Special club: more than 6,000 members	302	3,000.00	3,000.00	
On-sale brewery taproom	302	750.00	750.00	
On-sale micro distillery cocktail room	302	750.00	750.00	
Off-sale intoxication liquor license	302	300.00	300.00	
Off-sale intoxication liquor license	302	200.00	200.00	See comment 'A' below
Sale outside of premises	302	25.00	25.00	
Investigation fee	302	300.00	300.00	
Massage therapist	309	100.00	100.00	
Massage therapy business establishment:				
License	309	300.00	300.00	
First-time applicant background check	309	150.00	150.00	
Open burning permit	n/a	120.00	120.00	Plus \$0.50 per required notice
Park dedication fee:				
Residential (per unit)	1103	4,000.00	4,000.00	
Non-residential (fair-market value %)	1103	10%	10%	See comment 'B' below
Pathway patching fee:				
Concrete sidewalk (2 panels)	n/a	675.00	675.00	
Bituminous (12' x 8')	n/a	550.00	550.00	
Pawn shop license	311	10,000.00	10,000.00	
Pawn shop + precious meter dealer license	311	13,000.00	13,000.00	
Pawn shop transaction fee (per transaction)	n/a	2.90	2.90	
Pool and billiards:				
First table	303	70.00	70.00	
Each additional table	303	20.00	20.00	
Precious metal dealer	311	10,000.00	10,000.00	
Private hydrant inspections:				
1-4 hydrants	801	\$ 50.00	\$ 50.00	
> 4 hydrants	801	25.00	25.00	Cost per hydrant
Processing Fees	n/a	2%	2%	See comment 'C' below
Public improvement contract application fee	n/a	550.00	550.00	See comment 'D' below

City of Roseville
2020 Proposed Fee Schedule

General Business Licenses and Permit Fees

Fee Description	City Code	2019 Amount	2020 Amount	Comments
Public Nuisance Deviation Fee	407.1	-	50.00	
Recycling contractor	403	125.00	125.00	
Rental licensing:				
Multi-family annual inspection fee: Building	908	102.00	102.00	
Multi-family annual inspection fee: Per Unit	908	15.00	15.00	
Multi family: reinstatement	908	102.00	102.00	
Reinspection fee	908	93.00	93.00	After 1st inspection
Failure to renew within 30 days of exp.	908	500.00	500.00	Fee doubles every two weeks
Fee appeal to City Council	908	50.00	50.00	
Rental registration:				
Registration Fee	907	35.00	35.00	
Late renewal fee	907	35.00	35.00	
Administrative fee (per unit)	907	100.00	100.00	
Appeal	907	50.00	50.00	
Right of way permits:				
Hole (per hole)	707	400.00	400.00	
Trench	707	400.00	400.00	+ \$0.40 / lineal foot of trench
Boring	707	400.00	400.00	+ \$0.40 / lineal foot of boring
Non-excavation (obstruction)	707	50.00	50.00	+ \$0.06 / lineal foot
Roll-off container	707	50.00	50.00	
Extension	707	25.00	25.00	+ \$25.00 per week of extension
Oversize/overweight vehicle	707	30.00	30.00	
Penalty	707			
Curb cut	707	50.00	50.00	
New or revised wireless support structure	n/a	100.00	100.00	
Other Agency review	707	30.00	30.00	
Winter excavation surcharge	707	100.00	100.00	Amount per hole
Sewer connection fees	802	n/a	n/a	See separate section below
Sewer usage fees	802	n/a	n/a	Established separately
Soil contamination fee (per cubic yard)	406	1.00	1.00	max \$300
Solid waste hauler license	402	125.00	125.00	
Street patching fee:				
Half width without curb	n/a	700.00	700.00	
Half width with curb	n/a	1,300.00	1,300.00	
Full-width without curb	n/a	1,400.00	1,400.00	
Full-width with curb	n/a	2,600.00	2,600.00	
Sump pump waiver fee	802	50.00	50.00	
Sump pump surcharge fee (per month)	802	50.00	50.00	
Theaters (per viewing screen)	310	70.00	70.00	
Tree planting and removal	706	n/a	n/a	Established separately
Utility service location fee	n/a	100.00	100.00	
Vehicle impound fee (per day)	n/a	20.00	20.00	
Vehicle related emergency response	n/a	400.00	400.00	See Comment "e" below
Per vehicle involved	n/a	-	48.00	
Significant incident response larger /specialized response	n/a	-	see comments	Bill based on time and supplies
Water connection fees	801	n/a	n/a	See separate section below
Water meter deposit	801	n/a	n/a	Established separately
Water tower permit: private use	801	n/a	n/a	Established separately
Water usage fees	801	n/a	n/a	Established separately
Well permit	801	n/a	n/a	Established separately
Wireless tower lease agreement	1205	n/a	n/a	Negotiated

Comments:

- If MN Statute 340A.408, subd 3(c) are met
- Calculation is based on 10% of the estimated fair market value of unimproved land, as determined by the Ramsey County Assessor's Office on the date of approval of the plat or subdivision.
- For 2018 and beyond, the fee is \$2 minimum or 2% of the fine, registration, permit, or license
- In addition to the \$550 base fee, an escrow fee of 4% of the total improvement cost is also collected

City of Roseville

2020 Proposed Fee Schedule

Administrative Fines

Fee Description	City Code	2019 Amount	2020 Amount	Comments
Alcohol Sales:				
Purchase, possession: underage	n/a	\$ 150.00	\$ 150.00	
Lending ID to underage person	n/a	100.00	100.00	
Selling alcohol: underage	n/a	250.00	250.00	
License holder	n/a	300.00	300.00	
Other violation	n/a	100.00	100.00	
Animals:				
Vicious animal	n/a	50.00	50.00	
Barking dog	n/a	50.00	50.00	
Animal at large	n/a	50.00	50.00	
Other violation	n/a	50.00	50.00	
City Code violation: general	n/a	100.00	100.00	
Consuming alcohol: unauthorized places	n/a	250.00	250.00	
Discharge, display of weapon	n/a	250.00	250.00	
Expired license plates	n/a	35.00	35.00	
Fats, Oil, Grease (FOG) Fines - Engineering				
FOG discharge resulting in blockage	n/a	500.00	500.00	Per incident
Failure to maintain records	n/a	100.00	100.00	Per incident
Failure to apply for license	n/a	50.00	50.00	
Fires:				
No open fires	n/a	250.00	250.00	
Fire code	n/a	250.00	250.00	
Fireworks: use, possession, sale	n/a	250.00	250.00	
Golf cart / ATV violation	n/a	50.00	50.00	
Illegal dumping	n/a	150.00	150.00	
Land use	n/a	100.00	100.00	
Licenses (not occurring elsewhere)	n/a	50.00	50.00	
Missing plate/tab	n/a	35.00	35.00	
Noise complaint	n/a	250.00	250.00	
Parking: snowbird	n/a	25.00	25.00	
Park ordinance violation	n/a	25.00	25.00	
Peddling	n/a	75.00	75.00	
Pet Store Requirements:				
1st violation (within a rolling 12 months)	501	1,000.00	1,000.00	
2nd violation (within a rolling 12 months)	501	1,500.00	1,500.00	
3rd violation (within a rolling 12 months)	501	3,000.00	3,000.00	
Property nuisance: Repeat	511	250.00	250.00	See Comment 'A' below
Public nuisance	n/a	100.00	100.00	
Regulated businesses	n/a	100.00	100.00	
Seat belts	n/a	25.00	25.00	
Signs	n/a	50.00	50.00	
Snowmobiles (use on public property)	n/a	50.00	50.00	
Tampering with civil defense system	n/a	250.00	250.00	
Tobacco Sales (License Holder):				
1st Violation (in 24 months)	306.09	300.00	300.00	
2nd Violation (in 24 months)	306.09	400.00	400.00	Plus <u>min.</u> 2-day License Susp.
3rd Violation (in 24 months)	306.09	800.00	800.00	Plus 7-day License Suspnsion
4th Violation (in 24 months)	306.09			
Tobacco Sales:				
Selling tobacco: underage	306.09	200.00	200.00	
Other violation		100.00	100.00	
Trapping Ordinance Violation	512	150.00	150.00	
Trespassing	n/a	150.00	150.00	
Wetland / Shore land	n/a	100.00	100.00	

Comments:

(a) Beginning with the 3rd call, the cost is \$250 plus the costs related to the call up to \$2,000

City of Roseville

2020 Proposed Fee Schedule

Permit and Plan/Project Review Fees

<u>Fee Description</u>	<u>City Code</u>	<u>2019 Amount</u>	<u>2020 Amount</u>	<u>Comments</u>
Building Permit - Community Development:				
\$1 - \$500 valuation (total valuation)		\$ 31.00	\$ 31.00	
\$501 - \$2,000 valuation		31.00	31.00	For the first \$500 value; plus \$4.00 for each add'l \$100 value or fraction thereof
\$2,001 - \$25,000 valuation		83.50	83.50	For the first \$2,000 value; plus \$16.55 for each add'l \$1,000 value or fraction thereof
\$25,001 - \$50,000 valuation		464.15	464.15	For the first \$25,000 value; plus \$12.00 for each add'l \$1,000 value or fraction thereof
\$50,001 - \$100,000 valuation		764.15	764.15	For the first \$50,000 value; plus \$8.45 for each add'l \$1,000 value or fraction thereof
\$101,001 - \$500,000 valuation		1,186.65	1,186.65	For the first \$100,000 value; plus \$6.75 for each add'l \$1,000 value or fraction thereof
\$500,001 - \$1,000,000 valuation		3,886.65	3,886.65	For the first \$500,000 value; plus \$5.50 for each add'l \$1,000 value or fraction thereof
\$1,000,000 + valuation		6,636.65	6,636.65	For the first \$1,000,000 value; plus \$4.50 for each add'l \$1,000 value or fraction thereof
Inspections outside of normal business hours		70.00	70.00	Hourly rate
Re-inspection fees (hourly)		70.00	70.00	Per State Building Code
Misc. inspection/investigation fees (hourly)		70.00	70.00	
Add'l plan review fee required by revisions		70.00	70.00	Hourly rate
Building Permit - Engineering:				
\$1 - \$500 valuation		\$ 15.00	\$ 15.00	
\$501 - \$2,000 valuation		15.00	15.00	
\$2,001 - \$25,000 valuation		30.00	30.00	
\$25,001 - \$50,000 valuation		65.00	65.00	
\$50,001 - \$100,000 valuation		90.00	90.00	
\$100,001 - \$500,000 valuation		125.00	125.00	
\$500,001 - \$1,000,000 valuation		225.00	225.00	
\$1,000,000 +		350.00	350.00	
Demolition Permit Fee - Community Development				
Tenant improvement/remodeling		\$ 75.00	\$ 75.00	Prior to building permit
Structures not connected to utilities		96.00	96.00	
Structures connected to city utilities: residential		163.00	163.00	
Structures connected to city utilities: commercial		425.00	425.00	
Fire Safety Inspection Fee		8%	8%	% of building permit fee
Fire Plan Review Fee: New Construction (hourly)		93.00	93.00	
Fire Plan Review Fee: Existing				
** Plan Review Fee will be 65% of the calculation below **				
\$1 - \$2,000 valuation		93.00	93.00	Per Hour
\$2,001 - \$25,000 valuation		93.00	93.00	For the first \$2,000 value; plus \$21.00 for each add'l \$1,000 value or fraction thereof
\$25,001 - \$50,000 valuation		576.00	576.00	For the first \$25,000 value; plus \$15.40 for each add'l \$1,000 value or fraction thereof
\$50,001 - \$100,000 valuation		961.00	961.00	For the first \$50,000 value; plus \$10.70 for each add'l \$1,000 value or fraction thereof
\$101,001 - \$500,000 valuation		1,496.00	1,496.00	For the first \$100,000 value;

				plus \$8.60 for each add'l \$1,000 value or fraction thereof
\$500,001 - \$1,000,000 valuation	4,936.00	4,936.00		For the first \$500,000 value; plus \$7.10 for each add'l \$1,000 value or fraction thereof
\$1,000,000 + valuation	8,486.00	8,486.00		For the first \$1,000,000 value; plus \$5.70 for each add'l \$1,000 value or fraction thereof
Erosion control inspection permit:				
Less than 1 acre	1017	625.00	625.00	
1 to 5 acres	1017	900.00	900.00	
More than 5 acres	1017	1,400.00	1,400.00	
Shoreland district < 5,000 sq. ft.	1017	300.00	300.00	
Residential remodel (less than 1/4 acre)	1017	300.00	300.00	
Permit renewal (residential remodel)	1017	150.00	150.00	
Erosion control permit renewal:				
Less than 1 acre	1017	\$ 220.00	\$ 220.00	
1 to 5 acres	1017	320.00	320.00	
More than 5 acres	1017	480.00	480.00	
Grading Permit Fee - Engineering:				
50 cubic yards or less		\$ 50.00	\$ 50.00	
51 - 250 cubic yards		100.00	100.00	
251 - 1,000 cubic yards		200.00	200.00	
1,001 - 10,000 cubic yards		350.00	350.00	
10,000 + cubic yards		650.00	650.00	
Stormwater drainage fees	803	n/a	n/a	Established separately
Stormwater impact fee (per cubic foot)	1017	30.00	30.00	
Stormwater residential permit:				
Initial	n/a	250.00	250.00	
Renewal (5 year term)	n/a	100.00	100.00	
Stormwater Permit Review				
Less than 1 acre	803	35.00	35.00	
1-5 acres	803	75.00	75.00	
More than 5 acres	803	125.00	125.00	
Non-compliance fine	n/a	100.00	100.00	
House Moving Permit Fee:				
Over private property only		\$ 95.00	\$ 95.00	
Over public streets		137.00	137.00	
Investigation fee (hourly)		70.00	70.00	
Manufactured Home Permit Fee (new installation)		275.00	275.00	
Mechanical Permit Fee - Residential:				
Air conditioning: replacement		61.00	61.00	
Warm air furnace: replacement		61.00	61.00	
Hot water boilers: replacement		61.00	61.00	
Unit heaters		61.00	61.00	
Swimming pool heaters		61.00	61.00	
New construction, misc. work & gas piping				\$61.00 minimum fee
Minimum fee		61.00	61.00	
Gas fireplace		61.00	61.00	
In floor heat		85.00	85.00	
Mechanical Permit Fee - Commercial (All)				
Plan Review Fee:		65%	65%	Plus \$61.00 % of permit fee
Plumbing Permit Fee: Residential				
Minimum fee		61.00	61.00	
Additional for each fixture opening		10.00	10.00	
Backflow prevention device		10.00	10.00	
Miscellaneous work				
Plumbing Permit Fee: Commercial				
Minimum fee				Plus \$61.00
Plan Review Fee				
Sewer Connection Permit Fee - Community Develop:				
Residential		\$ 96.00	\$ 96.00	
Commercial		303.00	303.00	

Repair	61.00	61.00	
Disconnect: residential	85.00	85.00	
Disconnect: commercial	169.00	169.00	
Sewer Connection/Inspection Permit Fee - Engineering:			
Connection: residential	25.00	25.00	
Connection: commercial	75.00	75.00	
Connection: repair	25.00	25.00	
Connection: inspection	75.00	75.00	
Disconnect: residential	25.00	25.00	
Disconnect: commercial	75.00	75.00	
Sign Permit Fee - Community Development:			
Permanent sign (minimum fee)	Per Building	Per Building	Permit Fee Sched. (\$55 min fee)
Annual sign	100.00	100.00	
Temporary sign	30.00	30.00	
Attention-getting device	30.00	30.00	
Swimming Pool Permit - Community Development:			
Residential: in-ground	212.00	212.00	
Residential: seasonal	25.00	-	Eliminate in 2020
Commercial	Per Building	Per Building	Permit Fee Sched. (\$55 min fee)
Swimming Pool Permit - Engineering	15.00	15.00	
Water Connection Permit Fee - Community Develop:			
Residential	96.00	96.00	
Commercial	303.00	303.00	
Repair	61.00	61.00	
Disconnect: residential	85.00	85.00	
Disconnect: commercial	169.00	169.00	
Water Connection/Inspection Permit Fee - Engineering:			
Connection: residential	25.00	25.00	
Connection: commercial	75.00	75.00	
Connection: repair	25.00	25.00	
Connection: inspection	75.00	75.00	
Disconnect: residential	25.00	25.00	
Disconnect: commercial	75.00	75.00	
Water Meter Program Fees - Engineering:			
Manual meter read surcharge	20.00	20.00	per quarter
Non-standard water meter no-read fee	50.00	50.00	
Denial of access to water meter	100.00	100.00	per quarter
Utility Disconnect Fee	5,000.00	5,000.00	
Miscellaneous Permit Fees:			
Administrative fee for Accelerated abatement	125.00	125.00	
Administrative fee-Council Approved Abatement		350.00	
Administrative fee: other zones	69.50	69.50	
Administrative fee: R1 or R2 zones	69.50	69.50	
Backflow prevention investigation fee	75.00	75.00	
Certificate of Occupancy: conditional	102.00	102.00	Special conditions
Certificate of Occupancy: copy	n/a	n/c	
Certificate of Occupancy: full	25.00	25.00	
City contractor license fee	63.00	63.00	
Construction deposit: commercial	5,000.00	5,000.00	
Construction deposit: residential	1,000.00	1,000.00	
Drain tile	115.00	115.00	
Driveway permits: residential replacement	55.00	55.00	
Driveway permits: residential expansion	75.00	75.00	Plus \$15 Engineering fee
Fence permits: residential	52.00	52.00	
Fence permits: commercial			
Footing/foundation permits: commercial	477.00		Per Building Permit Fee Schedule, Valuation
Footing/foundation permits: residential	102.00		Per Building Permit Fee Schedule, Valuation
Garage only (detached: roofing & siding)	56.00	56.00	
Other			
Outdoor sales/display permit: 1-5 occurrences	50.00	50.00	
Outdoor sales/display permit: 6-10 occurrences	75.00	75.00	
Outdoor sales/display permit: 11 or more	200.00	200.00	

Outdoor storage/display permit: 1-5 occurrences	50.00	50.00	
Outdoor storage/display permit: 6-10 occurrences	100.00	100.00	
Outdoor storage/display permit: 11 or more	200.00	200.00	
Outdoor temporary event: 1-5 occurrences	50.00	50.00	+ Fire \$125 inspection fee (b)
Outdoor temporary event: 6-10 occurrences	100.00	100.00	+ Fire \$125 inspection fee (b)
Outdoor temporary event: 11 or more occurrences	200.00	200.00	+ Fire \$125 inspection fee (b)
Parking lot repair	250.00	250.00	See comment (a)
Replacement inspection card	21.00	21.00	
Residential siding replacement flat fee	140.00	140.00	
Residential window replacement flat fee	92.00	140.00	
Residential wood burning fireplace	92.00	92.00	
Re-stamping job site plan sets	31.00	31.00	
Roofing flat fee (residential)	140.00	140.00	
Miscellaneous Permit Fees Continued:			
SAC administration fee	36.00	36.00	
SAC research fee: hourly Rate	70.00	70.00	
Shed permits (residential < 120 square feet)	52.00	52.00	
Shed permits (residential 121-200 square feet)	75.00	75.00	Plus \$15 Engineering fee
Solar panel/renewable energy equipment install	1.28 % of job cc	1.28 % of job cc	or \$160 minimum fee
Verification fee: age of structure on property	5.00	5.00	
Verification fee: electrician/plumber state license	1.00	1.00	
Verification fee: lead abatement certificate	1.00	1.00	
Verification fee: sewer/water bond certificate	1.00	1.00	
Verification fee: state contracting license	1.00	1.00	See Comment (c)

Comments:

- (a) Fee amount if < 25% of total surface is replaced not exposing sub-base, otherwise add'l fees are imposed
(b) An additional \$125 fire inspection fee will be charged if using a tent or other membrane structure of 400 s.f. or larger
(c) Verification fee required for all trades with State licenses or bonds

City of Roseville

2020 Proposed Fee Schedule

Community Development Miscellaneous Fees

Fee Description	City Code	2019 Amount	2020 Amount
Accessory Dwelling Unit permit	n/a	\$ 100.00	\$ 100.00
Administrative deviation	n/a	110.00	110.00
Attorney, consultant review & analysis	n/a		
City Address Book (11x17) – existing PDF maps	n/a	100.00	100.00
Comprehensive Plan – amendment	n/a	1,725.00	1,725.00
Comprehensive Plan on CD	n/a	20.00	20.00
Conditional Use:			
Residential	n/a	510.00	510.00
Commercial	n/a	775.00	775.00
Copying (per sheet)	n/a	0.25	0.25
EAW Review Escrow	n/a	-	up to 5,000
Hardscape improvement permit		75.00	75.00
Interim Use	n/a	1,475.00	1,475.00
Interim Use extension	n/a	1,025.00	1,025.00
Landscape Plan:			
Application fee	n/a	200.00	200.00
Escrow	n/a	500.00	500.00
Land Division Variation Fee	n/a	375.00	375.00
Maps – 8 ½ x 11 (b & w) – existing PDF maps	n/a		
Maps – 8 ½ x 11 (color) – existing PDF maps	n/a	1.00	1.00
Maps – 11 x 17 (color) – existing PDF maps	n/a	2.00	2.00
Maps – 17 x 22 (color) – existing PDF maps	n/a	10.00	10.00
Maps – 22 x 34 (color) – existing PDF maps	n/a	20.00	20.00
Maps – 34 x 44 (color) – existing PDF maps	n/a	40.00	40.00
Master Sign Plan:			
Residential/institutional	n/a	250.00	250.00
Commercial	n/a	350.00	350.00
Open House fee			
Application fee	n/a	1,100.00	1,100.00
Escrow	n/a	500.00	500.00
Planned Unit Development:			
Amendment	n/a	\$ 1,210.00	\$ 1,210.00
Sketch plan PUD open house application fee	n/a	800.00	800.00
Sketch plan PUD application fee	n/a	350.00	350.00
PUD Concept Plan: open house application	n/a	800.00	800.00
PUD Concept Plan: application fee	n/a	2,500.00	2,500.00
PUD Concept Plan: escrow	n/a	4,200.00	4,200.00
PUD Final Plan: application fee	n/a	1,200.00	1,200.00
PUD Final Plan: escrow fee	n/a	1,800.00	1,800.00
PUD Cancellation: application fee		-	250.00
PUD Cancellation: escrow fee		-	500.00
Planning Commission agendas/year (mailed)	n/a	10.00	10.00
Planning Commission minutes/year (mailed)	n/a	15.00	15.00
Public Financing & Business Subsidy:			
Application fee	n/a	1,500.00	1,500.00
Escrow	n/a	15,000.00	15,000.00
Rezoning of project site or parcel	n/a	1,475.00	1,475.00
Staff research time (per hour)	n/a	69.50	69.50
Subdivision:			
Escrow (minimum)	n/a	2,500.00	2,500.00
Minor Subdivision	n/a	675.00	675.00
Escrow data collection, analysis (per hour)	n/a	69.50	69.50
Preliminary Plat	n/a	1,375.00	1,375.00
Final Plat	n/a	510.00	510.00
Tree preservation:			
Restoration & Landscape Plan Application	n/a	300.00	300.00

	Restoration & Landscape Plan Escrow	n/a	500.00	500.00
Temporary Overnight Shelter License		3.10 and Title 10		350.00
Variance:				
	Residential	n/a	360.00	360.00
	Non Residential	n/a	475.00	475.00
Variance appeal fee:				
	Residential	n/a	150.00	150.00
	Commercial	n/a	300.00	300.00
Zoning Code text amendment		n/a	1,425.00	1,425.00
Zoning Code on CD		n/a	20.00	20.00
Zoning compliance letter: data collection & analysis		n/a	69.50	69.50

Comments:

- (a) Item is free on City website, and available for review at City Hall and Roseville Librar
- (b) If multiple requests (e.g. subdivision, variance), for the same application, the most exp fee is charged.
- (c) Maps/data created as a custom request are charged time and materials rate. GIS Coordi hourly rate
- (d) Amount listed under the PUD and Subdivision Escrow is the minimum amount require
A higher amount, as determined by the City, may be required for projects that will t of time. Costs shall be paid as part of this escrow.
- (e) The Temporary Overnight Shelter License fee is new in 2020 and relates to City Coun on August 26, 2019 creating a Temp. Overnight Shelter License, replacing the former!

Comments

See Comment (a)
See Comment (b)
See Comment (a)

See Comment (b)
See Comment (b)

depending on project complexity

See Comment (b)
See Comment (b)

See Comment (c)
See Comment (a)
See Comment (a)
See Comment (a)
See Comment (a)
See Comment (a)

See Comment (a)
See Comment (a)

Nonrefundable

See Comment (d)

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See Comment (e)

See Comment (b)
See Comment (b)

See Comment (b)
See Comment (a)
Per hour (1 hour minimum)

y.
ensive permit application

nator at 1.9 times

rd for the application.
ake a significant amount

cil adoption of an Ordinance
y used Interim Use process.

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City of Roseville

2020 Proposed Fee Schedule

Electrical Permit Fees: Community Development

Electrical Permit Fee Description	City Code	2019	2020	Comments
		Amount	Amount	
Minimum fee	n/a	\$ 40.00	\$ 45.00	No refunds available
Services, changes for services:				
0 to 300 amp	n/a	\$ 50.00	\$ 55.00	
400 amp	n/a	58.00	71.00	
500 amp	n/a	72.00	87.00	
600 amp	n/a	86.00	103.00	
800 amp	n/a	114.00	135.00	
1,000 amp	n/a	142.00	167.00	
1,100 amp	n/a	156.00	183.00	
1,200 amp	n/a	170.00	199.00	
Add \$16 for each additional 100 amps				
Circuits, changes for services:				
0 to 100 amp	n/a	\$ 8.00	\$ 9.00	
101 to 200 amp	n/a	15.00	15.00	
201 to 300 amp	n/a	20.00	21.00	
301 to 400 amp	n/a	25.00	27.00	
401 to 500 amp	n/a	30.00	33.00	
501 to 600 amp	n/a	35.00	39.00	
601 to 700 amp	n/a	40.00	45.00	
Add \$6 for each additional 100 amps				
Solar Fees:				
0kw-5kw	n/a		90.00	
5.1kw-10kw	n/a		150.00	
10.1kw-20kw			225.00	
20.1kw-30kw	n/a		300.00	
30.1kw-49.9kw	n/a		375.00	
50kw-and larger	n/a		400.00	
Add \$25 for each additional 10kw	n/a		25.00/10kw	
Residential panel replacement	n/a	\$ 100.00	\$ 110.00	
Residential sub panel	n/a	40.00	45.00	
Minimum fee:				
Inspection only	n/a	40.00	45.00	Plus \$1 State surcharge
Rough-in & final	n/a	80.00	90.00	Plus \$1 State surcharge
Single-family dwelling/townhouse < 200 amps *	n/a	175.00	190.00	Plus \$1 State surcharge
Apartment buildings (per unit)	n/a	70.00	80.00	Excludes cover svc, unit feeders & house panels
Swimming pool (up to two inspections)	n/a	80.00	90.00	
Additions, remodels, basement additions	n/a	80.00	90.00	Up to 10 circuits & 2 inspections
Accessory structure:				
Panel	n/a	50.00	55.00	
Per circuit	n/a	8.00	9.00	
Inspection	n/a	80.00	90.00	
Traffic signals (per standard)	n/a	7.00	8.00	
Street & parking lot lights (per standard)	n/a	4.00	5.00	
Transformers & Generators:				
Up to 10 KVA	n/a	10.00	5.00	
11-74 KVA	n/a	40.00	40.00	
75-299 KVA	n/a	60.00	60.00	
300+ KVA	n/a	150.00	165.00	
Retro-fit lighting (per fixture)	n/a	0.65	0.85	
Sign transformer (each)	n/a	8.00	9.00	
Low voltage fire alarm, low voltage heating and air cc	n/a	0.75	0.85	
Re-inspection fee (in addition to others)	n/a	40.00	45.00	
Hourly rate for carnivals	n/a		90.00	

Comments:

* Fee covers a maximum of three inspections

** Permit fee is doubled if work is started before permit is issued

*** Minimum fee electrical permits are not refundable

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.d

Department Approval

City Manager Approval



Item Description: Receive Strategic Communication Plan

1 **BACKGROUND**

2 The creation of a Strategic Communication Plan was identified as a City Manager goal between
3 the City Council and City Manager. This plan is intended to provide for an overall
4 organizational context on the “how” and “why” the City of Roseville communicates. The plan
5 also will provide for standards and expectations regarding all communications from the City.

6 Beginning in May, Communications staff and the City Manager and Assistant City Manager
7 began meeting to work on the Strategic Communication Plan. The group’s initial work focused
8 on:

- 9 • Gaining an understanding of key components of strategic communication plans by
10 reviewing existing municipal communications plans
- 11 • Assessing Roseville’s current communications efforts
- 12 • Exploring current trends and best practices regarding communication
- 13 • Exploring best practices for community engagement and reviewing the engagement
14 work of the Human Rights, Inclusion, and Engagement Commission
- 15 • Reviewing draft plan with the Department Head group for review and input

16 Once that base information was studied and understood, staff began drafting the plan. The first
17 step in drafting the plan was to consider what practices and principles the plan should be based
18 on.

19 The group determined that there are four strategic pillars that should underly the focus of the
20 plan. The four pillars are:

- 21 1. Roseville is committed to communications.
- 22 2. Communication encourages informed participation.
- 23 3. Communication leads to credibility and trust.
- 24 4. Communication builds community pride and satisfaction.

25 The group also reviewed the City’s mission statement and how it applies to the plan. From that
26 analysis, it was determined that focusing on being ethical, efficient, and responsive as part of the
27 City’s communication efforts would be in alignment with the Roseville’s mission statement.
28 Staff also factored the City’s Inclusion and Respect statement into the Strategic Communication
29 Plan.

30 Staff also created some guiding communications principles, inventoried communication tools
31 available to the City, did a situational analysis of the community and our communication efforts,
32 and identified challenges in communication.

33 Once all of that preparatory work was completed, staff then focused on creating goals of the
34 plan. Once the goals were created, which are intended to guide our communication efforts into
35 the near future, we identified actions steps to implement in the next two years to further the
36 identified goals.

37 The City of Roseville’s strategic communications goals are to:

- 38 • Ensure that clear, accurate, and relevant communications regarding city-operations and
39 programs are available to all persons in the community.
- 40 • Ensure that resources put towards communications are utilized in the most cost-
41 efficient, effective, and productive manner.
- 42 • Ensure that the City of Roseville is recognized as a trusted, responsive, innovative, and
43 inclusive local government.
- 44 • Encourage and inspire community participation, volunteerism, and mutual respect by
45 implementing communication tools that support city goals and priorities.
- 46 • Provide emergency incident information before, during, and after natural or man-made
47 disasters or community events to effectively communicate with the City Council,
48 staff, residents, businesses, and the media.

49
50 For each of these goals, the plan has several actions identified that will implement each goal.
51 (See Strategic Communication Plan – Appendix- Section 1). It is intended that the action
52 steps will take place over the next two years. Also included are several administrative
53 policies and guidelines that have been created to guide the City’s communication efforts.
54 They are provided for your information.

55
56 Staff has created a tracking matrix (Attachment B) that provides more detail on the timing,
57 responsibility, and status of each action.

58
59 **POLICY OBJECTIVE**

60 Communication with Roseville residents and businesses is a basic component of effective
61 government and is integrated into every program and service provided by the City. Having a
62 strategic communication plan will ensure the City’s communication efforts are effective, efficient,
63 and responsive to the community.

64 **BUDGET IMPLICATIONS**

65 Adopting the Strategic Communication Plan does not have any direct budget impact.
66 Implementing the goals and actions will have costs that will be brought forward as the work
67 occurs.

68 **REQUESTED COUNCIL ACTION**

69 This is provided for information. However, staff is interested in receiving feedback and direction
70 in implementing the Strategic Communication Plan.

71 Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

72

73 Attachment: A: Draft Strategic Communication Plan
74 B: Strategic Communication Plan Tracking Matrix

Strategic COMMUNICATIONS PLAN



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Credits

The City of Roseville Strategic Communications Plan was compiled by Administration Staff: Patrick Trudgeon, City Manager; Rebecca Olson, Assistant City Manager; Garry Bowman, Communications Manager; Carolyn Curti, Communications Specialist. ©City of Roseville, 2019

Strategic Overview

Communication with residents is a basic component of effective government. Effective public communication is not a goal that stands independently from other city efforts, but rather is an integral part of achieving success in all city endeavors.

Roseville is committed to communications

Effective communication yields benefits for residents, staff, elected officials, media and those who visit Roseville for work and recreation. Successful communications related activities are a primary function of the city and a sound investment of resources.

Communication encourages informed participation

Roseville residents can better express their priorities when they are educated and accurately informed about city issues. Informed and accurate communications helps initiate dialogue and encourage enhanced participation in local government.

Communications leads to credibility and trust

Communication provides transparency and clarity on issues that are important to residents. The transparency achieved by communication enhances credibility and leads to greater satisfaction with the processes and its outcomes.

Communication builds community pride and satisfaction

The more residents learn about city services, the better they understand how tax dollars are used and the better they feel about their community and its leadership. Informing residents about city services and successes builds civic pride and strengthens the city's reputation.

W elcome to Roseville's Strategic Communication

Plan. This document will provide guidance to city staff, volunteers, and elected officials on how to best communicate with our residents and businesses. It is essential that local government keep its residents and businesses informed of its work.

Communicating with the public is more than information sharing. Communication is essential to providing transparency in our work, programs and services. Our communication efforts assist the public to not only access Roseville's programs and services, but also provide a great opportunity for local government officials to hear directly from those we serve.

In this document, you will find the organization's

commitment to effective public communication that will lead to informed participation, increased credibility and trust, and foster community pride. We have identified guiding communication principles that underpin everything and every way that we communicate. These guiding principles have produced a set of goals with specific objectives that we will implement over the next few years.

This document, however, is more than just a listing of aspirational goals. Staff spent considerable time producing a situational analysis of the community to make sure that the organization understands the dynamics and changes currently taking place. That analysis, coupled with an assessment of the social and technological environment, allows the city to better position our

existing communication efforts while allowing us to pivot to new and better ways of communicating with the public in the future.

As part of this plan, we have updated Roseville's social media policy. We have also crafted a social media plan, created a media relations policy, and completed a crisis and emergency communications plan. All of these policies and plans will help city staff, volunteers, and policy makers improve communication outcomes.

While the strategic communication plan may seem like it is intended for internal use, we believe that this document demonstrates the City of Roseville's commitment to ensure that the entire community is informed and aware of the significant role local government is playing in the community.



Patrick Trudgeon
City Manager



Mission

To provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the City Council, and implemented by professional staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future generations.

Ethical

- Treating all people with respect, fairness, honesty and compassion
- Acting with integrity
- Being inclusive and respecting the different needs of all members of our community
- Representing the city and its residents in a professional manner

Efficient

- Being fiscally responsible
- Continually improving service to our community
- Being proactive with our communications
- Being engaged in educating and informing audiences with accurate information

- Promoting approved channels as the primary resources for accurate information
- Providing accurate and consistent service
- Creatively planning for our community's future

Responsive

- Being the trusted, preferred source for accurate information
- Maintaining open lines of communication with our community and its residents
- Listening to the needs of our diverse community
- Providing prompt and courteous service

The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity.

All City Departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services. The City of Roseville is committed to taking tangible steps to normalize, organize, and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

Guiding Communication Principles

The City of Roseville:

- Prioritizes its responsibility to communicate effectively, both internally and externally. Every member of the City Council and city staff has a responsibility to uphold the city's core values, listen to residents, communicate key messages and incorporate feedback where appropriate.
- Makes accurate, proactive information available to residents, elected officials, and staff through diverse communication channels to ensure that information of community interest is delivered to target audiences as efficiently as possible.
- Is committed to being clear and direct in its communication and use of language to convey city policies and programs.
- Promotes key messages with an authentic voice, explains technical terms, avoids the use of jargon and provides

background information to ensure that communications are understandable and accessible to the widest possible audience.

- Strives to increase frequency and consistency of city messages to further strengthen its position as a trusted source of information.
- Incorporates inclusive strategies for engagement so that all

residents are considered and communications are accessible by as many residents as possible.

- Is an active listener. City officials understand that communications is a two-way proposition, take resident feedback on board in good faith and incorporate recommendations from the community where appropriate.



Goals

The City of Roseville's strategic communications goals are to be:

Clear, Accurate and Relevant

Ensure that clear, accurate and relevant communications regarding city operations and programs are available to all persons in the community.

Efficient and Effective

Ensure that resources put towards communications are utilized in the most cost-efficient, effective and productive manner.

Trusted, Responsive, Innovative and Inclusive

Ensure that the City of Roseville is recognized as a trusted, responsive, innovative and inclusive local government.

Civic Engagement Minded

Encourage and inspire community participation, volunteerism, and mutual respect by implementing communication tools that support city goals and priorities.

Prepared for Emergency Incidents

Provide emergency incident information before, during, and after natural or man-made disasters or major community events to effectively communicate with the City Council, staff, residents, businesses and the media.

See Appendix I for the complete listing of goals and actions



Communication Tools

Communications tools that the city uses are designed to inform, educate, engage, build trust, invite, entertain, advise or solicit feedback.

The city uses many tools to communicate with stakeholders. Every communications tool has strengths and challenges.

Depending upon its goals, the city uses the tools that most quickly, effectively and efficiently reach targeted audiences. The most effective tools vary based on the goals of the communication piece. When appropriate, staff utilizes multiple media platforms. The most common communication tools include:

- Print media – newsletter direct mailing, letters, postcards, flyers, posters, brochures, press releases
- Electronic media - electronic news releases, e-news, e-newsletters

- City website
- Social media – Facebook, Twitter, Nextdoor, YouTube, LinkedIn
- Emerging technologies and strategies
- Presentations - State of the City, topic specific community meetings, special events
- Internal communications – Email, intranet, dissemination by leadership staff
- CTV
- Video, photography
- Resident survey

In addition to tangible products, communications also includes:

- Customer service
- Media relations – develop relationships with reporters
- Marketing – strategize on the best ways to reach a target audience

In an emergency or crisis situation, the way the city communicates can

change from minute to minute. To guide communications, the city has developed a Crisis and Emergency Communications Plan to facilitate effective communications strategies. Choosing the best tools helps the city present a positive image of the city and shape the message.

When choosing which types of communication tools to use, staff considers the target audience and the most effective means to reach the audience, timeliness/time needed to develop/respond, cost, message, purpose and goals.

By choosing the right tools, staff is able to stay on message, reach the target audience, provide in-depth information and respond in a timely manner.

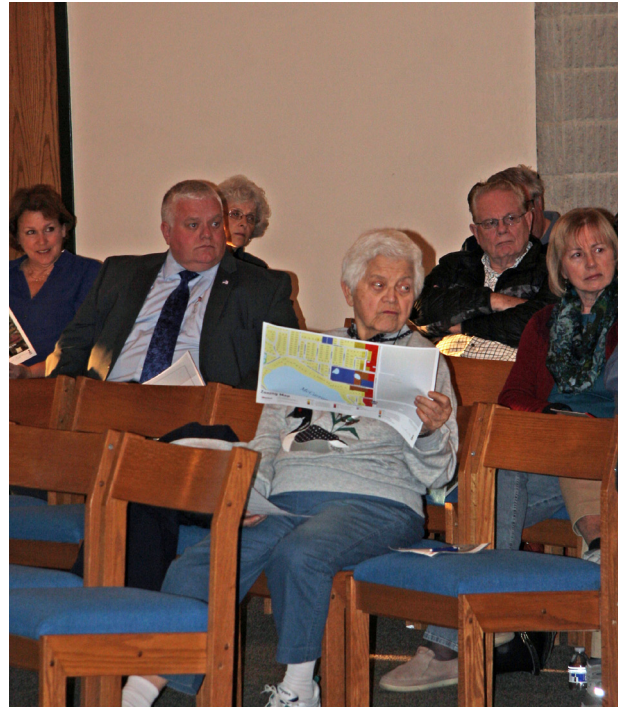
See Appendix VI for the Crisis and Emergency Communication Plan

Challenges

Roseville’s communications generally reach a mainstream audience. The city has not regularly invested in communicating in languages other than English. Many tools are accessible to people with access to cable television or the Internet.

Some issues are beyond staff’s control. The city can provide information, but cannot guarantee the targeted audiences will receive or read the information. Time and space constraints along with funding restrictions may limit additional communication efforts.

Social media in particular can be problematic. Popular social media platforms can change frequently, and staying abreast of the best practices and latest trends requires time, commitment and training. Using social media platforms leaves a city vulnerable to anyone whose negative comments can take over the message.



Internally, staff can address some challenges. By centralizing communications efforts, the city will:

- Ensure that the most appropriate communication tools are being used and best practices are being followed
- Ensure that key messages and goals are explained and being communicated
- Prevent fragmented approach to communications
- Identify opportunities for cross promotion
- Review for content and grammar

Target Audience

Target audiences will vary by program, purpose, project, or topic. Communications will be tailored to meet the needs of each identified target audience, platform, and purpose in one or more of the following groups:

- Residents
- Businesses
- Visitors
- Employees
- Media
- Other Government/Organizations

The target audience will be informed by various issues, trends, and purpose as outlined in the Situational Analysis in Appendix II.



Appendix

I. Goals

1

Clear, Accurate and Relevant

Ensure that clear, accurate and relevant communications regarding city operations and programs are available to all persons in the community

ACTIONS

- Update the city's website to communicate effectively on the platform users prefer (mobile, desktop, tablet, etc.)
- Conduct a comprehensive review of all city social media accounts for usage, timeliness and suitability
- Maintain a frequently updated, best-in-class, website.
- Develop and implement a set of best practices for engagement

2

Efficient and Effective

Ensure that resources put towards communications are utilized in the most cost-efficient, effective and productive manner

ACTIONS

- Review strategies for broadcasting City Council and Commission meetings
- Produce an annual social media report based on analytics
- Conduct an inventory/audit of all city printed collateral including cost-value analysis

3

Responsive, Ethical, Innovative and Inclusive

Ensure that the City of Roseville is recognized as a trusted, responsive, innovative and inclusive local government

ACTIONS

- Continue to develop best practices, on-going habits and behaviors driving people to city communication channels
- Establish a social media brand voice
- Develop data-driven branding plan, including a refresh of a brand identity
- Identify communication methods (i.e. platforms, locations, media) to reach under-engaged populations
- Employ efforts to determine most commonly used platforms for specific target audiences & continue to explore emerging platforms & strategies

4

Civic Engagement Minded

Encourage and inspire community participation, volunteerism, and mutual respect by implementing communication tools that support city goals and priorities

ACTIONS

- Develop and use focus groups and/or survey research data on perception of the city
- Promote the use of existing electronic communication tools (website, email, social media)
- Identify opportunities to engage citizens and increase participation, awareness and understanding of city processes, policies and priorities
- Discover, develop & expand communication and outreach strategies that reach targeted audiences

5

Prepared for Emergency Incidents

Provide emergency incident information before, during, and after natural or man-made disasters or major community events to effectively communicate with the City Council, staff, residents, businesses and the media

ACTIONS

- Enhance internal procedures for communication during emergency situations
- Educate residents & businesses about incident information resources available during a crisis or emergency
- Prepare communication strategies for emergencies likely to affect the city

II. Situational Analysis

The City of Roseville's **Strategic Communications Plan** was developed to best align the city's limited resources with the strategies that will prove to be the most effective in achieving stated objectives. This section reviews current demographics and trends that influence the city's communications efforts.

OVERVIEW

The city provides services to residents, businesses and visitors to Roseville. According to the Metropolitan Council's 2018 population estimates Roseville has a population of approximately 36,272 residents. City government comprises seven departments with approximately 225 regular staff members and numerous temporary and seasonal employees.

Roseville operates under the Statutory Plan B (Council-Manager) form of government. The five-member elected City Council has legislative power and determines matters of policy. The City Manager has administrative power and is responsible for the day-to-day operations of the city.

DEMOGRAPHICS

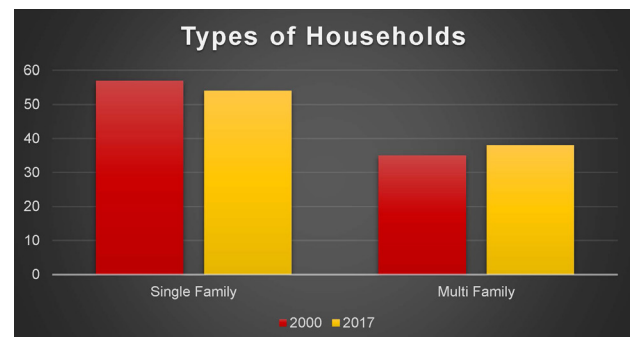
Roseville's demographics have changed dramatically over the past several years.

The median age of residents is 40 years, down from 43.5 in 2009 (Community Facts, Roseville city, Minnesota, 2019). This is unique in that it is inconsistent with the national trend of an aging baby boom generation. Nevertheless, a significant segment of Roseville's population identifies as part of the baby boom generation. In addition, the percent of foreign-born population residing in Roseville has increased from 9.5% in 2009 to 12.4% in 2017. The percentage of families living below the poverty line has increased from 3.8% in 2009 to 6% in 2017. According to the U.S. Census Bureau, the percentage of persons of color living in Roseville has increased from roughly 14% in 2010 to 22% in 2017. If regional trends continue, it is anticipated that Roseville will continue to see an increase in racial diversity. Roseville Area Schools have seen a more dramatic shift in the population they serve. From 2000 to 2016, the population of students of color has risen from 18% to 53%.

HOUSING

Since 2000, Roseville has seen a growth in the number of households, especially in multi-family households. The percent of single-family homes has declined from 57% to 54%, while multi-family has increased from 35% to 38%. This shift from single family to multi-family has resulted in nearly one-third of all households in Roseville renting instead of owning their home. An increasing portion of the multi-family housing includes senior living which is also in line with the trend of an aging nation.

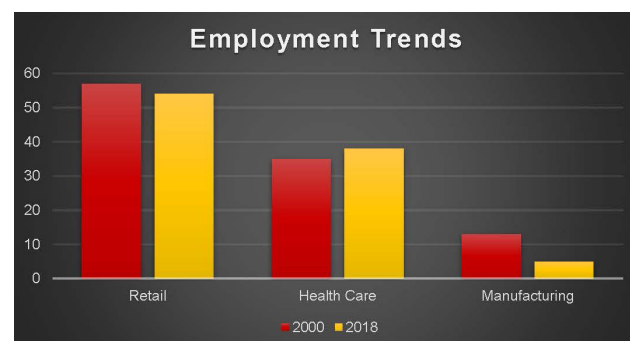
Of the over 15,000 households in Roseville in 2017, 71% of the occupied households had two or fewer people living there. Of those households that had three or more persons, only 43% of them had children under the age of 18. In addition, the majority of the housing stock in the city was built between 1940 and 1979 (69%).



BUSINESS

Roseville has more than 2,000 businesses located within city limits, employing more than 35,000 workers. Historically, Roseville has had a strong retail industry base. In 2000, it was nearly one-fourth of all jobs. However, with the nation aging at a rapid pace, health care has taken a larger piece of the economy, and Roseville is no different than the national trend. Currently, health care makes up 16% while retail is 15% of the employment sector in Roseville.

Roseville has also seen a decline in the manufacturing industry. In 2000, 13% of the industry sector was filled with manufacturing jobs. Currently it is at 5%.



SOCIAL AND TECHNOLOGICAL ENVIRONMENT

Increasing consumer demand for more information and the rapidly evolving technologies that deliver it is forcing a change in the way governments communicate. Social media has experienced an explosive growth. To be heard above the fray, governments must enhance traditional communication strategies with interactive strategies that use the new technologies in effective ways.

Considerations include:

- The news cycle is 24-hours a day, with information widely disseminated from both official and unofficial sources. Since most city government is not a 24/7 operation, unofficial sources often can be the first to break news, can be inaccurate, and can be more widely read than official sources.
- Increasingly, individuals and businesses seek information and/or access to programs and services online or “on the go.” On average, American adults spend more than 11 hours per day watching, reading, listening to or simply interacting with media. That is up from 9 hours 32 minutes just four years ago. (Nielsen Study)
- Approximately three-quarters of Americans (77%) own a smartphone (Pew Research).
- Digital readers “skim and scan” and often don’t get past the headline. The first 10 seconds spent on a webpage are critical in determining a user’s decision to stay or leave. Data suggests that 55% of visitors spend fewer than 15 seconds on a webpage. People are more likely to bounce sooner when using a mobile device rather than a computer or tablet. Therefore it is important to optimize websites for mobile devices so that it is easier to navigate and read text.
- In 2016, 20% U.S. adults received their news from print newspapers. This has fallen from 27% in 2013. About two-thirds of adults (68%) get news on social media sites. Reddit, Twitter and Facebook are the sites where the highest portion of users are exposed to news. Other sites (YouTube, Tumblr, Instagram, LinkedIn, Snapchat & WhatsApp) have less of a news focus among their user base. The majority of news consumers on Instagram are non-white, and three-fourths of Snapchat’s news consumers are ages 18-29, more than any other site.
- Concerns about inaccuracies on social media news are prevalent, even among those who say they prefer to get their news there. Approximately 42% say they expect the news they see online to be largely inaccurate. However, users prefer the convenience, speed and social interaction when receiving news online.



FACEBOOK STATISTICS

- About 68% of Americans use Facebook. Three-quarters of women in the U.S. use the platform, compared with 63% of men.
- Around 74% of adults with a college degree or more use Facebook, compared with 61% of those who have a high school diploma or less.
- Around 79% of those ages 18 to 29 use Facebook – much higher than the share among those 65 and older (46%). However, the share of older Americans who use the platform has more than

doubled since August 2012, when just 20% of those 65 and older said they used it. (Gramlich, 2019)

- Around 43% of Americans get news from Facebook.
- Most Facebook users log in daily and 95% of Facebook visits are done on a mobile device.



TWITTER STATISTICS

- 24% of US Adults use Twitter

(Cooper, 2019)

Use of different online platforms by demographic groups

Percentage of adults who say they use...

	Facebook	YouTube	Instagram	Snapchat	LinkedIn	Twitter	WhatsApp
Total	68%	73%	35%	27%	25%	24%	22%
Men	62	75	30	23	25	23	20
Women	74	72	39	31	25	24	24
White	67	71	32	24	26	24	14
Black	70	76	43	36	28	26	21
Hispanic	73	78	38	31	13	20	49
Ages 18-29	81	91	64	68	29	40	27
18-24	80	94	71	78	25	45	25
25-29	82	88	54	54	34	33	31
30-49	78	85	40	26	33	27	32
50-64	65	68	21	10	24	19	17
65+	41	40	10	3	9	8	6
< \$30,000	66	68	30	23	15	20	20
\$30,000-49,000	74	78	42	33	20	21	19
\$50,000-74,000	70	77	32	26	24	26	21
> \$75,000	75	84	42	30	45	32	24
High school or less	60	65	29	24	9	18	20
Some college	71	74	36	31	22	25	18
College +	77	85	42	26	50	32	29
Urban	75	80	42	32	30	29	28
Suburban	67	74	34	26	27	23	19
Rural	58	59	25	18	13	17	9

(Cooper, 2019)

IMPACTS

Changing demographics and technology impact how the city communicates. It impacts how people receive news, which outlets or media they use, what information is communicated, when and where the city communicates and the timelines of communications. The growth of social media and changing technological advances mean the city must keep attuned to changing trends, be nimble, and have the resources, skills and expertise to adapt.

CONCLUSION

Knowing who we are as a city helps determine the most effective tools to build clear, accurate and relevant communications with all residents, businesses and visitors of Roseville.

Roseville is committed to communicating as efficiently and effectively as possible. The city is committed to providing effective public communications to encourage community involvement and to enable participation by all residents.

Roseville's Strategic Communications Plan is the

blueprint for authentic, responsive and accountable communications.

The plan will help Roseville improve communications between citizens and government. It will help the city identify the best communications platforms to expand and improve public outreach, transparency, information access and two-way dialogue with residents. It will help the city determine the most commonly used platforms for specific target audiences. It will help the city to remain nimble and able to adapt to technological changes as well as the changes in the community.

III. Social Media Plan

PURPOSE

This Social Media Strategy defines how the City of Roseville will use social media, supporting platforms and tools to achieve the goals outlined in the Strategic Communication Plan.

OBJECTIVE

The goal for the City of Roseville's Social Media Plan is for the city's social media channels to act as a consistent, reliable, authentic and accurate sources of city information for residents, business owners, the media and the public at large.

Social media has established a favorable position and is now widely used as a primary source of information in many communities. The city's objective for using social media is to broaden its communication reach and to facilitate communication of various items of interest to a variety of stakeholders. The primary purpose of the city's social media sites are to serve as a source for news and information about the city.

OVERVIEW

The City of Roseville's websites – www.cityofroseville.com and www.growroseville.com – serve as the city's primary Internet presence.

In general, content posted to City of Roseville's social media sites will also be available on the city's main website. City social media pages and posts should contain links directing users back to the official websites for in-depth information, documents, forms or online services, whenever possible.

For existing departmental social media pages, departmental staff are responsible for content and must comply with the city's social media policy.

MANAGEMENT PLAN

Communications Department staff and authorized administrators of the city's social media accounts are

responsible for posting content, monitoring pages and managing public interaction. In general, the city's administrators will actively engage with the pages on weekdays during normal business hours. In the case of an emergency or an issue that needs immediate attention, this activity may increase or fall outside of this general time frame.

SOCIAL MEDIA CALENDAR

A social media calendar will be generally maintained by the Communications Specialist with planned posts for Twitter and Facebook. Additional posts will be considered and made on a case-by-case basis.

INFORMATION ON SOCIAL MEDIA

Items of community interest should be brought forward by department representatives at the bi-weekly Communicators Group meeting. Additional newsworthy events should be shared by Department Heads and Managers with Communications and/or Administration staff. The inclusion of additional written information and photos is preferred, when possible.

MEASUREMENT, REPORTS AND RECORDS

The city's authorized social media administrators will monitor accounts for key metrics and create analytics reports to measure their performance and impact, as possible. Measurement is based on number of users, user engagements and reach. In order to maintain Data Practice compliance, city messages and user comments are prohibited from being deleted unless found to be in violation of the city's Social Media Policy.

MARKETING

With approval of the City Manager or Assistant City Manager, Communications staff may choose to market or "boost" certain posts to reach a larger, more targeted audience. The city may also use social media advertisements to further promote events or other marketing initiatives.

Active Social Media Channels

The City of Roseville has an active official social media presence on Facebook, Twitter, Nextdoor, LinkedIn and YouTube. When possible, city and departmental social media channels are identified as a "Government Organization." Select departments also have approved accounts, including channels on the above platforms and Instagram (Police).

Facebook

CITY OF ROSEVILLE

www.facebook.com/cityofrosevilleMN

- Authorized Admin: Communications Manager, Communications Specialist
- Purpose: Distribute all types of communication
- Demographics of Most Frequent Users: Residents, Community at-large

PARKS AND RECREATION

www.facebook.com/RosevilleParkRec

www.facebook.com/SkateTheOVAL

www.facebook.com/RosevilleGolf

www.facebook.com/RosevilleNatureCenter

- Authorized Admin: Assistant Director with Recreation Program Supervisors, Naturalist, Skating Center Superintendent, Recreational Retail Program Supervisor, Golf Course Program Coordinator
- Purpose: Distribute all types of communication
- Demographics of Most Frequent Users: Residents, Community at-large

DORMANT ACCOUNTS

www.facebook.com/RosevilleArboretum

www.facebook.com/Roseville-Parks-Recreation-Adult-Sports-343553844398

FIRE DEPARTMENT

www.facebook.com/RosevilleMNFireDepartment

- Authorized Admin: Assistant Fire Chief, Department Assistant, Battalion Chiefs
- Purpose: Distribute all types of communication
- Demographics of Most Frequent Users: Residents, Community at-large

POLICE DEPARTMENT

www.facebook.com/RosevilleMNPOLice

- Authorized Admin: Chief, Deputy Chief, Community Relations Coordinator, other trained officers
- Purpose: Distribute all types of communication
- Demographics of Most Frequent Users: Residents, Community at-large

ECONOMIC DEVELOPMENT AUTHORITY

www.facebook.com/GrowRoseville

- Authorized Admin: Economic Development GIS Specialist, Golden Shovel
- Purpose: Distribute all types of communication
- Demographics of Most Frequent Users: Residents, Community at-large

Measures of Success

Engagement: Measures the number of times someone took action on a post.

- Why: Engagement is a sign people actually like the content we are sharing. It also increases the likelihood that our content will show up in a user's newsfeed based on Facebook's algorithm.

Reach: Number of people our content is seen by.

- Why: Helps us learn and understand what our audience likes and why certain posts outperform others.

Impressions: Measures the number of times our post is seen. That includes if one post was seen multiple times by the same user.

- Why: Impressions can give you a good idea of the "viral" nature of a post. One person may get exposed to one of your posts multiple times. For instance, if they saw it once in their feed and then again when a friend shared it, that's two impressions. With all the content being thrown at consumers on a daily basis, especially on Facebook, getting your content seen multiple times is necessary to get people to take action.

Page Likes and Follows: Measures the number of people who have liked our page or opted-in to have our posts show up in their feed.

- Why: shows our audience size and our ability to retain users through our content.

Twitter**CITY OF ROSEVILLE**

@RosevilleMN

- Authorized Admin: Communications Manager; Communications Specialist
- Purpose: Distribute time sensitive information requesting action or alerts
- Demographics of Most Frequent Users: Residents, Community at-large, media

PARKS AND RECREATION**@RosevilleParks****@CedarholmGolf****@RSVLCedarholmGC****@skatetheoval**

- Authorized Admin: Assistant Director with Recreation Program Supervisors, Naturalist, Skating Center Superintendent, Recreational Retail Program Supervisor, Golf Course Program Coordinator
- Purpose: Distribute time-sensitive information requesting action or alerts from the city
- Demographics of Most Frequent Users: Residents, Community at-large, media

FIRE DEPARTMENT**@RosevilleMN_FD**

- Authorized Admin: Assistant Fire Chief, Deputy Assistant, Battalion Chiefs
- Purpose: Distribute time sensitive information requesting action or alerts
- Demographics of Most Frequent Users: Residents, Community at-large, media

POLICE DEPARTMENT**@RosevilleMN_PD**

- Authorized Admin: Chief, Deputy Chief, Community Relations Coordinator
- Purpose: Distribute time-sensitive information requesting action or alerts
- Demographics of Most Frequent Users: Residents, Community at-large, media

ECONOMIC DEVELOPMENT AUTHORITY**@GrowRoseville**

- Authorized Admin: Economic Development GIS Specialist, Golden Shovel
- Purpose: Distribute time sensitive information to the business community
- Demographics of Most Frequent Users: Businesses, residents, Community at-large, media

DORMANT ACCOUNT**@Rosevilleliving****ENGINEERING (SNOWPLOWS)****@RosevillePlows**

- Authorized Admin: Public Works Director, Working Foreman Streets
- Purpose: Distribute time-sensitive information about street plowing
- Demographics of Most Frequent Users: Residents, media

Measures of Success

Average Tweet Performance: With the vast number of tweets each day it is hard to compare one tweet to the next on performance, so measuring averages is better.

- Why: Helps us see our overall performance (engagement rate, shares, retweets, etc).

Audience Type: Metrics that indicate the kind of audience member we are attracting to our page and our content is seen by.

- Why: Our audience insights give a general overview of who we should be tailoring our messages toward

Engagement Rate and Type of Engagement: Measures whether our efforts are successful or not.

- Why: Helps us understand how to build connections with our audience and the content they want to see.

Content Performance: Measures impressions to engagement ratio

- Why: If we have 20,000 impressions but only 1 like, then chances are we are not saying the right thing. This helps us determine which types of post get the most valuable response.

Nextdoor**CITY OF ROSEVILLE/CITY OF ROSEVILLE POLICE DEPARTMENT****Nextdoor.com**

- Authorized Admin: Communications Manager; Communications Specialist, Deputy Police Chief Police Community Relations Coordinator, Parks and Recreation Assistant Director, Parks and Recreation Department Assistant
- Purpose: Distributes time sensitive information requesting action or alerts from the city and event information
- Demographics of Most Frequent Users: Residents – can target specific neighborhoods

Measures of Success

Members and Neighborhoods: Measures how many members our posts reach and where they are located geographically

- Why: Helps us understand which neighborhoods are active and how we can geographically target certain areas of the city.

Content & Engagement: Measure impressions, number of thanks, number of replies and audience scope.

- Why: Helps us understand which content is best received on this platform.

LinkedIn

CITY OF ROSEVILLE

[linkedin.com/company/city-of-roseville-mn](https://www.linkedin.com/company/city-of-roseville-mn)

- Authorized Admin: Communications Manager, Communications Specialist
- Purpose: HR recruitment tool
- Demographics of Most Frequent Users: Professionals, job seekers, ages 25-49, college educated

ECONOMIC DEVELOPMENT AUTHORITY

<https://www.linkedin.com/company/growroseville/>

- Authorized Admin: Economic Development GIS Specialist, Golden Shovel
- Purpose: Distribute Business recruitment, announcements
- Demographics of Most Frequent Users: Business professionals

Measures of Success

Updates: Measures clicks, likes, impressions, replies, comments, etc.

Why: Determines whether our posts are generating engagement

Followers: the number of followers of our page including their demographics.

Why: Determines if we are reaching the right audience and increases the probability of our posts reaching them.

YouTube

CITY OF ROSEVILLE

www.youtube.com/user/CityofRosevilleMN

- Authorized Admin: Communications Manager, CTV
- Purpose: Distribute video coverage of city's events and events of interest from community partners such as RSVL A/D and CHAT or activities
- Demographics of Most Frequent Users: Residents, Special Interest Organizations

Measures of Success

Watch Time: total amount of time users have spent watching our videos

- Why: YouTube elevates videos and channels with higher watch times in their search results and recommendations

Average Percentage Viewed: percent of each video the average viewer watched.

- Why: Measure our ability to hold viewer's attention.

Average View Duration: total watch time divided by total video plays, including replays.

- Why: Measures ability to engage viewers. If we can't engage viewers, they will bounce from the video quicker.

Audience Retention: percentage of viewers who watch and leave the video at every single moment of the video.

- Why: Can help inform our future video strategy. The most engaging part of a video could be the next beset video topic.

Instagram

POLICE DEPARTMENT

[rosevillepoliceminnesota](https://www.instagram.com/rosevillepoliceminnesota)

- Authorized Admin: Chief, Deputy Chief, Community Relations Coordinator
- Purpose: Distribute a variety of communications
- Demographics of Most Frequent Users: 18-34 year olds

IV. Social Media Policy

PURPOSE

The purpose of the city's Social Media Policy is to establish enforceable rules for the use of social media on behalf of the city by its employees. Rules are necessary to ensure that communications made on behalf of the city are accurate, appropriate and properly authorized. At this time, the city's social media use refers to activity on Facebook, Twitter, Nextdoor, LinkedIn and YouTube, and any other form of communication that is open to response or comment. This policy governs all social media use by or on behalf of the City of Roseville and/or its departments and will be posted to the city's intranet.

OVERVIEW

The City of Roseville has an overriding interest in deciding what is communicated on behalf of the city on social media sites. This policy establishes guidelines for the use of social media. The policy ensures the proper use of the City of Roseville's social media sites by its employees and establishes procedures for creating an overall social media presence for the city in a positive and informative fashion. Social media users have the responsibility to use these resources in an efficient, effective, ethical and lawful manner.

POLICY

The City of Roseville will determine how its web-based social media resources will be designed, implemented and managed as part of its overall communication and marketing strategy. City-related social media sites administered by city departments may be modified or removed by the city without notice as described in this document.

SCOPE

This policy applies to any current or proposed social media websites sponsored, established or registered or authorized by the City of Roseville. The city's official website, www.cityofroseville.com shall remain the city's primary online medium for communicating information to the public.

DEFINITION

Social Media Websites: Social media websites focus on creating and fostering online social communities for a specific purpose and connect users from varying locations and interest areas. Social media websites can offer many different ways for users to interact.

General Conditions & Restrictions

GOALS

The goals of sponsored social media sites are:

- To promote awareness and provide accurate and timely information regarding the City of Roseville and its services.
- To maintain open, professional and responsive communication with members of the public and the news media to enhance credibility and trust.
- To promote the value and importance of the city among governing officials, civic leaders and the general public.
- To encourage civic and community pride and strengthen the city's reputation in a positive and professional manner.
- To encourage informed participation among residents and stakeholders

MANAGEMENT

City staff with administrator access are responsible for authorizing and managing social media websites. Staff will check facts, present balanced views, acknowledge and correct errors, and check spelling and grammar before publishing posts. Staff should also cite sources of posted information when applicable.

SINGLE ACCOUNTS

The city will maintain one account on each social media platform selected for use by authorized personnel as approved by the City Manager. No department may create a separate or new social media account without approval of the city's Communications Manager and/or City Manager. Department-managed social media pages are subject to and shall comply with the city's Social Media Policy.

INTERACTIONS

Social media interactions should be brief and factually correct. Messages should encourage users to contact the city through other, more appropriate mediums that offer better opportunities to engage in conversation or provide information.

COMMENTS

Authorized personnel are prohibited from deleting comments left on the city's social media accounts except those comments that are categorized under Prohibited Content. Prior to deletion, a screenshot must be taken and archived of any user post that is being removed.

THIRD PARTY INFORMATION SHARING

Third party information may be shared through social media so long as it conforms to the guidelines established under the goals of the city's social media plan.

MAINTENANCE

The city's Communications staff and authorized administrators are responsible for monitoring the city's social media accounts and can issue new passwords in response to personnel changes and/or periodically as a best practice for security. As time allows, the Communications staff may also monitor the city's department pages.

GENERAL POSTING

Wherever possible, links to more information should direct users back to the city's official website. The Communications staff will monitor content on all social media sites to ensure adherence to the Social Media Policy for appropriate use, message and branding consistent with the goals of the city.

NEW PLATFORMS AND/OR ACCOUNTS

Departments wishing to have a new social media presence must make a request to the Communications Manager. The request will initiate a process to ensure that the city's social media accounts are kept to a sustainable number, policies are followed and the city's internet-based communications strategy is appropriately maintained.

BRANDING

Social media pages are to be branded in order to communicate a clear association with the city, and Facebook pages must contain the standard disclaimer located in the last section of this policy. The naming and contact methods used for social media pages will be City of Roseville specific and not contain individual employee names. All approved social media pages will be linked with the official city website.

The city's brand, logo or identifying features may not be used by persons without authorization from the Communications Department or the City Manager.

REQUESTS

Proposed social media requests must contain the following information:

- Subject and proposed social media website address.
- Explanation of the goals, purpose and scope of the social media.
- Names of persons who will be responsible to update social media.
- Proposed frequency of updates.
- Seccession plans for managing sites.
- Signature of the requesting department head or facility manager indicating approval of the request.

DEPARTMENT ACCOUNTS

Each department will provide Communications staff with login information, including passwords, to social media sites. Department heads or their designees are required to regularly monitor and respond to "comments" posted on their social media websites, as appropriate.

USE

When using social media sites as a representative of the city, employees will:

- Adhere to personnel policies.
- Use appropriate language.
- Be aware that what is written reflects on the elected officials and other city employees.
- Not provide private or confidential information, including names.
- Not negatively comment on community partners or their services.
- Not provide information related to pending decisions that would compromise negotiations.
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases.
- Ensure that content posted to an external site includes a disclaimer stating: "The comments and/or opinions posted are those of the poster and not the City of Roseville."
- Obtain consent, as appropriate, before posting photos of employees.
- Make sure online activities do not interfere with employees' jobs or commitments to residents or colleagues.

HOSTING, TRAINING, AND SUPPORT

Currently, the City of Roseville uses Facebook, Twitter, Nextdoor and LinkedIn for social networking and YouTube for video sharing. As technologies evolve, other social media sites considered for adoption by the city must be approved by the City Manager prior to being launched. City of Roseville staff will provide training to primary staff members responsible for editing and maintaining social media sites.

DATA RETENTION

The city will comply with the Minnesota General Record Retention Schedule. Routine social media posts and comments by residents are considered “transitory correspondence,” as defined by the Minnesota General Records Retention Schedule. These messages are not required to be retained.

ADVERTISING

The City of Roseville does not endorse any product, service, company or organization advertising on its social media pages. The ads that appear on the pages are sold, posted and maintained by the social media outlet.

PRIVACY POLICY

The City of Roseville does not share information gathered through its social media sites with third parties for promotional purposes. However, any information you provide to the city is subject to the Minnesota Data Practices Act. This law classifies certain information is available to the public upon request.

MODERATING PUBLIC COMMENTS

City of Roseville staff, with administrative rights, will not edit posted comments, but may remove comments that are abusive; obscene; defamatory; in violation of the copyright, trademark right or other intellectual property right of any third party; or otherwise inappropriate or incorrect. The following may be removed by city staff:

- Potentially libelous comments
- Comments that promote, foster, or perpetuate discrimination on the basis of creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation
- Comments containing vulgar, offensive, profane, threatening, or harassing language, personal attacks, or unsupported accusations as well as content that provokes violence
- Personal attacks, insults or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments, photos or videos totally unrelated to the topic of the particular post being discussed
- Commercial promotions, spam or repetitive content
- Hyperlinks to material that is not directly related to the discussion
- Sexual content or links to sexual content
- Content that encourages or promotes illegal activity
- Content that promotes a political campaign or ballot measures
- Content that promotes alcohol or tobacco
- Information that may compromise the safety or security of the public or the City or Roseville and its staff

Prior to deletion, a screenshot must be taken and archived of any user post that is being removed.

PERSONAL SOCIAL MEDIA USE

The City of Roseville respects employees’ rights to post and maintain personal websites, blogs and social media pages, but does require employees to act in a prudent manner with regard to website and internet postings that reference City of Roseville, its personnel, its operations or its property.

Employees and others affiliated with Roseville may not use a city brand, logo or other city identifiers on their personal sites, nor post information that purports to be the position of the city in the person’s official capacity as an employee, officer or representative of the city without authorization.

Occasional access to personal social media websites during work hours is permitted, but employees must adhere to the guidelines outlined in the city’s Technology Use and Access policy.

OWNERSHIP

All social media communications or messages composed, sent or received on city equipment are the property of the city, and will be subject to the Minnesota Data Practices Act. This law classifies certain information as available to the public upon request. The City of Roseville maintains the sole property rights to any image, video or audio captured while a City of Roseville employee is representing the city in any capacity.

PRIVACY AND SECURITY

The city retains the right to monitor employees’ social media use on city equipment and will exercise its right as necessary. Users should have no expectation of privacy. Social media is not a secure means of communication.

DISCLAIMER

The following disclaimer will be posted on every city Facebook social media site:

The City’s Facebook sites are operated by the City of Roseville. We reserve the right, at our sole discretion, to change, modify, add or delete comments or posts, photos and video at any time.

Comments associated with unlawful activity or that contain offensive or vulgar language or photos, personal attacks on staff or members of the public, political endorsements of any kind, commercial advertisements or any other form of commercial solicitation will be removed.

The City of Roseville has the right to reproduce any pictures or videos to this site in any of its publications or websites or any other media outlets.

The views, postings or opinions expressed on this site do not necessarily reflect those of the City of Roseville.

V. Media Relations Policy

The City of Roseville is committed to providing timely, accurate and factual information to all of its residents, stakeholders and the public at large. Inquiries from news media are given a high priority by the city and should be responded to as quickly and efficiently as possible, within reason. Every effort should be made to meet media deadlines and to ensure all information released is accurate. To ensure that the city communicates effectively with members of the media, the following procedures and protocols have been developed.

Media Relations Protocols

PURPOSE

The City of Roseville's Media Relations Protocols ensure that interactions between the city and the media are managed appropriately and to the benefit of the city and should minimize the risk of adverse publicity, public anxiety and misunderstanding due to release of inaccurate or inappropriate information. The Media Relations Protocols have been developed as part of the Strategic Communications Plan and are intended to ensure that any comments made to the media are consistent, factual and accurate.

SCOPE

Media Relations Protocols apply to all city officials – City Council Members, Commission and Board Members and city staff – including permanent, temporary and part-time employees. The policy also applies to verbal and written comments provided to the media, all public speaking engagements, news releases and the use of social media. The Communications Manager is responsible for managing communications between the city and the media. Questions about Media Relations Protocols, identification of designated spokespersons and media liaisons and requests for media training should be directed to the Communications Manager.

EXCEPTIONS

This policy provides guidelines for media relations. It should be noted that safety-critical, emergency and/or crisis incidents may follow separate guidelines or protocols when releasing information to the public. Because the Police and Fire Departments operate 24/7 and their work generates a high volume of media calls, those departments may designate personnel as media spokespersons and follow specific guidelines when releasing information. In the event that they do not have designated sworn personnel as media spokespersons, the media should be directed to the Communications Office. All information released to the media by the Police and Fire Departments should be provided as soon as possible to the Communications Manager so that the City Manager and City Council can be brought up to date.

Definitions

Media: Includes, but is not limited to, newspapers, magazines, journals, bulletins, newsletters, radio programs, television programs and electronic media such as online journals, online news websites, alternative news websites, journalism schools, blogs, podcasts, electronic newsletters and electronic notice boards.

Designated Media Liaisons: Person designated to handle routine requests from the media that are within their area of expertise and professional function, including answering questions regarding sensitive or controversial issues, topics that may affect city policy, and matters that may ultimately result in City Council action.

Mayor and City Council Members: Shall be the spokesperson for requests for City Council comment or City Council interviews unless the reporter asks specifically for an individual Council Member.

City Manager: Shall be the spokesperson for requests for comment or interviews regarding the city, city staff or organizational issue, unless the inquiry requires in-depth or technical knowledge, when the City Manager may designate an appropriate subject matter expert for comment or interviews.

- City Attorney
- Assistant City Manager
- Communications Manager
- Department Heads

Routine Media Requests: Requests such as confirming a meeting time or providing scheduling, location or other routine information about a city event or activity.

Non-Routine Media Requests: Requests that include detailed questions, are lengthy or may require a response beyond a brief statement of fact.

GENERAL

- Notification and coordination of all media inquiries should be directed to the Communications Manager.
- Most media work under tight deadlines requiring prompt responses. As a result media inquiries shall be handled efficiently. Due to the pressing nature of media deadlines, it is important that all departments respond as soon as possible when the Communications Manager requests department information.
- Comments made to the media should be presented positively, reflect on the values of the city, and not promote community groups or businesses unless the city is directly involved in a partnered activity or event.
- The Communications Manager shall review all media releases and in-depth responses to the media.
- Routine media requests do not require consultation with the Communications Manager provided that the information is factual, incidental, or inconsequential nature.
- Members of the City Council should inform the City Manager and Communications Manager of all media requests.
- Designated Media Liaisons shall ask for the Communication Manager's assistance in preparing key messages related to media inquiries and interview requests.
- Information provided to the Communications Manager should include a brief synopsis of the inquiry, the reporter's name, the name of the media outlet, the date of the inquiry, and the reporter's deadline.

NON-ROUTINE MEDIA INQUIRIES

Media requests shall be referred to the Communications Manager for vetting and analysis so that the appropriate city spokesperson communicates on behalf of the city. An appropriate response to the media would be, "I will give your request to my City's Communication Manager who will respond to you as soon as he/she is available." Please obtain the caller's name, media outlet, phone number, topic of story (why they are calling) and deadline.

SENSITIVE OR CONTROVERSIAL ISSUES

Media inquiries regarding controversial or sensitive materials and/or matters relating to public safety should be brought to the immediate attention of the City Manager and/or the Assistant City Manager and the Communications Manager.

CITY-INITIATED MEDIA CONTACT

Proactive media contact will be regularly made by the communications staff, including issuing news updates, press releases and media advisories. Communications staff will also engage in proactive, personal contact with news reporters and editors in an effort to build collaborative, mutual beneficial relationships. Departments seeking publicity for events or activities must contact the Communications Department as soon as possible to ensure the best media coverage of their activities. Departments should not initiate news media contacts without approval from the Communications Manager (unless otherwise specified in this policy).

INFORMATION DISTRIBUTION

For ongoing city initiatives or issues of interest to residents, the Communications Manager or Communications Specialist should be consulted in a timely manner (preferable two weeks in advance or two months in advance for newsletter articles) to determine the appropriate channel for distribution of information – stand-alone news release, news update item, newsletter item, social media item. The City Manager and Department Head(s) may be consulted as well, depending on the nature of the item.

For more critical items, news releases shall be prepared by the Communications Manager, with input from the subject matter expert. Draft releases will then be routed to the City Manager, and in some instances, the appropriate Department Head(s) based on subject matter, for review and approval before release to the media.

EXCEPTIONS

The roles, responsibilities, and protocols that guide the city in distributing information during a crisis or emergency are detailed in the Crisis and Emergency Communications Plan, found as an addendum to the Strategic Communications Plan.

FORMAT

All official city news releases and media advisories will use standard City of Roseville news update formatting and follow city news release distribution procedures. News releases should include the name and telephone number of a designated spokesperson to contact for additional information.

CITY COUNCIL NOTIFICATION

News releases of special interest or that contain controversial or sensitive materials and/or are matters relating to public safety should be distributed to the City Council prior to release to the media.

GUIDELINES FOR RELEASE OF INFORMATION

Request for information related to litigation, personnel, elections, or sensitive or controversial issues shall immediately be referred to the City Manager. This information includes, but is not limited to, items such as:

- Request for private employee data;
- Employee disciplinary actions;
- City Council closed sessions;
- Matters related to internal and external security and work products of the City Attorney's Office;
- Draft correspondence or documents;
- Records pertaining to litigation to which the city is a party;
- Elections

The Assistant City Manager in cooperation with the Communications staff shall review any Data Practice requests from the media prior to the request being directed to the Deputy City Clerk for processing.

ERRORS IN REPORTING BY THE MEDIA

Reporting errors should be brought to the attention of the Communications staff. The Communications staff, in conjunction with the City Manager, Assistant City Manager, or Department Head, will determine whether a factual correction should be requested. The City Manager, Assistant City Manager or appropriate Department Head shall be notified of any errors in reporting that have been requested for correction.

PRESS CONFERENCES

- For press conferences, media briefings and media events, the spokesperson is most often the Mayor, City Manager, or a Public Safety Officer.
- A Department Head may request a city press conference, media briefing and/or media event to promote a city project, program or initiative. The City Manager will determine whether a press event is warranted.
- The Communications Manager, outside of emergencies or crisis incidents, will arrange all press conferences. A Media Advisory will be sent to the media contacts that includes all details of the press event.
- The city's Communications Manager will coordinate the staging of the press conference area and inform the media and spokesperson where to assemble.

Interviews

News reporters and other media representatives should be advised that requests to interview and/or videotape or photograph city staff or city officials shall be directed to the Communications Manager.

The following protocols apply to Designated Media Liaisons for media interviews and requests:

- Media inquiries should be responded to in a timely manner in the spirit of cooperation and collaboration.
- Media deadlines and expectations should be respected. However, if it is not possible to meet a media deadline, the spokesperson shall work with the Communications Manager to set a timeline that is achievable.
- Spokespersons shall consult and coordinate with the Communications Manager to ensure adequate preparation for the interview.
- Spokespersons should avoid personal comment or speculation about decisions, policy or issues made by of the City Council, City Manager, a Commission or an Advisory Board.
- Spokespersons shall stick to the interview topic and facts and avoid speculation and commentary.
- Spokespersons should be open, honest and cooperative.
- Spokespersons shall avoid answering a question with "no comment."
- There is no such thing as "off the record." Spokespersons should expect all comments to become part of the public record. A spokesperson should not make a comment to the media for which they are unwilling to be attributed. If a spokesperson is unsure how to answer a question, they should inform the media representative that the city will follow up with a response when possible.
- Spokespersons should not provide private personnel information or comment about pending or ongoing litigation or election issues.
- The Communications Manager shall be notified of any inaccurate quotations relating to the interview so that an appropriate response can be determined.

VI. Crisis and Emergency Communications Plan

A crisis communication plan that is integrated with the emergency management or operations plan is a vital component of emergency preparedness and response. Keeping residents and staff informed through clear and accessible communication is one of the most important elements of city government during a crisis or emergency. The City of Roseville Crisis Communication Plan provides the framework for the coordination of communications with residents, among staff and the media.

PURPOSE

The City of Roseville Crisis Communication Plan is a set of best practice policies and procedures for the coordination of communications with residents, within the organization and between the city and any applicable outside agencies in the event of an emergency or crisis issue.

This plan addresses communications issues and media relations. It also includes procedures for the rapid assessment of potential situations and the methods for responding to these situations quickly and effectively.

GOAL

The goal of the Crisis Communication Plan is to provide a strategic guide for distributing information in the time of an emergency. It is designed to ensure that staff are familiar with those procedures and their roles in the event of a crisis.

THE PLAN

- Identifies the Crisis Communications Team
- Defines the roles and responsibilities of the team members
- Prescribes the actions to be taken during a crisis or emergency event
- Delineates points of contact and available resources
- Indicates necessary emergency equipment and supplies

WHAT IS A CRISIS?

A crisis can develop on a number of fronts for a city and may include anything from a natural disaster or human-caused emergency to a “self-inflicted” crisis created by the action(s), or inaction, of staff or city officials. In short, a crisis is an unexpected and threatening event that requires an

immediate response. The objective of communication under these circumstances must be to help reduce and contain the harm by communication that uses proper content, form and timing.

WHAT TYPES OF CRISIS?

The number and type of crises the City of Roseville may encounter are numerous. However, some events are more likely than others, including certain types of natural disasters, human-caused disasters/emergencies, and self-inflicted crisis. Please refer to standard messaging templates for these scenarios developed by city Communications staff.

Natural Disasters

- Severe weather – heavy rain/flooding or high wind
- Tornado
- Winter storm or ice event

Emergencies

- Highway/road incident with prolonged closure
- Utility outage – gas main rupture, electrical outage, water system impairment
- Hazardous materials incident
- Significant fire – commercial building, fuel tank, rail, high-density apartment
- Protest/civil disturbance
- Active shooter/hostile incident

Internal Incidents

- Work-related misconduct (misappropriation of funds, moral conduct/inappropriate behavior)
- Staff negligence or malpractice
- Use of force

Crisis Communication Team

The composition of the City of Roseville crisis communications team may vary depending on the size and nature of the crisis. The team will generally include representatives from administration, communications, operations and subject matter experts.

City Manager
Assistant City Manager
Communications Manager
Communications Specialist
Emergency Manager
Police Public Information Officer
City Attorney/Legal Council

Department Heads
Fire
Police
Community Development
Finance
Parks and Recreation
Public Works
IT Lead

See City of Roseville Crisis and Communication Plan for team roles and contact information.

Crisis Communication Guide

1. In the event of a major crisis or emergency, the City Manager, or in his/her absence the Assistant City Manager, must be contacted. In consultation with the Communications Manager, the level of crisis will be determined and the appropriate action taken.
2. The City Manager will assemble the appropriate members of the Crisis Communication Team and determine a spokesperson, if necessary.
3. Procedures for notification of city council, mayor and city staff should be discussed and implemented as necessary.
4. Communications staff will begin process of updating messages.
5. In most crises requiring media notification, a news release and "quick facts" sheet, utilizing messaging templates, will be finalized as soon as possible, ideally within one hour of notification. An update to the city website and posts to social media sites will also be considered. Website and social media posts should provide the same basic information as the news release. If deemed necessary, video can be taken and uploaded to social media channels such as Facebook and YouTube. YouTube video can also be embedded into city website news updates. Lastly, a press conference may be scheduled at this time to provide the media and public with additional information. All inquiries for updates should be directed to the city website.
6. If potential legal ramifications exist, legal counsel may be sought before finalizing any statement.
7. Staff will secure documents for data practices/record retention.
8. Communication staff and others designated by the City Manager will field calls. Media calls shall be assigned to Communications staff. Communication staff will be responsible for monitoring and responding to online comments and emails.
9. Media inquiries shall be documented and tracked for resolution.
10. Calls from the public and the media should be documented, including time, length of call, name of caller, nature of the inquiry and if the problem was resolved, or where the caller was directed.
11. The Communications Manager or Communications Specialist shall begin work on collecting more information for a second, follow-up news release.
12. The Crisis Communications team should use any available time to review the Crisis Communication Plan and discuss the best messages and strategies for keeping individuals safe. Reputation and image management messaging should also be considered, depending on the severity of the crisis and progress toward a resolution.

The Crisis Communication Plan

Step 1: Verify the Situation

Step 2: Conduct Notifications and Convene Crisis Communications Team

Step 3: Conduct Crisis Assessment and Activate Appropriate Crisis Plan

Step 4: Organize Assignments Quickly

Step 5: Prepare Information

Step 6: Release Information through Prearranged Channels

Step 7: Monitor Events

Step 8: Obtain Feedback and Conduct Crisis Evaluation

Be Right, Be First, Be Credible

These characteristics are critical during the first 24 to 48 hours of an emergency. Planning for the initial phase is vital because this phase can influence the subsequent development of the crisis. The initial phase will be triggered either by an organization's identification of an unfolding event as a potential crisis or by intense media inquiry that is expected to be sustained for an indefinite amount of time. This phase is marked by the need for a quick assessment.

Be First: Crises are time-sensitive. Communicating accurate information quickly is important. For members of the public, the first source of information often becomes the preferred source.

Be Right: Accuracy establishes credibility. Information can include what is known, what is not known and what is being done to fill in the gaps.

Be Credible: Honesty and truthfulness should not be compromised during crises.

Express Empathy: Crises create harm, and the suffering should be acknowledged in words. Addressing what people are feeling and the challenges they face, builds trust and rapport.

Promote Action: Giving people meaningful things to do calms anxiety, helps restore order and promotes a restored sense of control.

Show Respect: Respectful communication is particularly important when people feel vulnerable. Respectful communication promotes cooperation and rapport.

Stay Organized: Keep notes throughout the crisis.

STEP 1

Verify the Crisis Situation and Assess its Level

The first step is to determine what has happened (what, when, who, how, why), by identifying as many facts as possible:

- WHAT happened?
- WHERE did it happen?
- WHEN did it happen?
- WHO is involved?
- HOW did it happen?
- WHAT is currently being done?

When collecting the data consider the following:

- Do we have all the facts?
- What other information do you need to put the event into perspective?
- Has the situation been confirmed?
- Was your information source(s) credible?
- Is information consistent from several sources?

STEP 2

Notification and Coordination

Once the crisis has been verified, appropriate members of the Crisis Communication Team should be notified immediately. The notification message should only contain information that has been verified.

Based on risk analysis, if we anticipate that the event will produce intense media and public interest, this opinion should be shared with those being notified. If the event has potential to grow, that information should be shared as well.

Wider city staff notifications should be discussed and initiated as necessary.

STEP 3

Evaluate Required Response

Perform an initial evaluation of the situation to help plan the level of public information and media response that will be required as soon as possible. The following questions should be considered:

- Is the event acute?
- Is the event evolving?
- Is the event a legitimate public health emergency requiring swift and widespread public education to prevent further morbidity and mortality?
- Is this the first, worst, biggest, etc.?
- Is the interest generated because of the event's novelty or is it a legitimate public health concern?
- Does the event involve children or special populations?
- Is there a product, service, or industry potentially involved?
- Is there, or will there be, an ongoing criminal investigation?

STEP 4

Organize Assignments Quickly

It is imperative that an assessment of the situation be made as quickly and as accurately as possible in order to facilitate communication with residents, stakeholders and the media.

STEP 5

Initial Media Response and Communication

Assembling the facts is a priority. The best ways to satisfy the public's and the media's need for information is to control the flow of information while establishing the City of Roseville as a credible information source.

Do not give in to pressure to confirm or release information before it is confirmed by the Emergency Operation Center.

Release information as appropriate, but be honest if the city is still gathering information.

STEP 6

Get Information Out as Early as Possible

It is important, particularly with regard to disasters, to give the public some idea of the kinds of plans and procedures the city is formulating to manage the crisis and where to access additional information. Credibility often relates to the speed at which the city appears to be involved in the recovery and response, the accuracy of the information provided, and the level of openness, empathy, and determination manage the crisis.

NEWS RELEASE/PUBLIC COMMUNICATION

The initial news release will describe what happened, where it happened, when it happened, who is involved, how it happened and what is currently being done.

City Communications staff will have pre-prepared news releases to cover a number of potential scenarios so that information can be disseminated as quickly as possible.

MEDIA SPOKESPERSON

Depending on the crisis, a media spokesperson may be required. For most crises, the most appropriate spokesperson will be the City Manager, unless the City Manager and Communications Manager decide to designate an alternate spokesperson to make the message more relevant or credible. The Mayor should also be kept in the loop. It may be appropriate for the public to hear from the Mayor.

The spokesperson will be the face of the City of Roseville to the public. Prior to any public statements, the spokesperson should be briefed and prepared with specific, relevant talking points. The spokesperson should also be provided with answers to probable questions. The Communications Manager or Communications Specialist will discuss with the spokesperson the most likely questions that will be asked.

CITY WEBSITE

Keeping information front-and-center on the city website is critical. This is often the first place people will look. During the crisis:

- The website should be immediately updated with an Alert Banner and the initial news release on the home page.
- The image sliders should be replaced with one static image or message pertaining to the crisis.
- The online news release should be updated regularly and other non-crisis related news updates should not replace it.

CITY E-NEWS EMAIL/SMS

In addition to the city website, the city's News Update email notification system should be utilized to disseminate the news release and all subsequent updates.

SOCIAL MEDIA

The city's social media sites, specifically Nextdoor, Facebook and Twitter, have proved to be a powerful way to distribute information and should be utilized to further circulate the news release. All postings should include links back to the original news release on the city website.

In addition to general postings, placing paid ads and boosting posts should be considered. These alternatives have the potential to greatly increase reach.

STEP 7

Media Monitoring

If possible, at least one individual should be dedicated to monitoring media and social media reports about the crisis. This monitoring should include:

- Television and radio reports
- News website monitoring
- Google news searches with keywords (i.e. Roseville)
- Social media monitoring, including emerging hashtags and trends

A monitoring report should be generated regularly and provided to the Communications Manager. The monitoring report should including elements such as time, nature of the report or message(s), and where the information was published.

FOLLOW-UP NEWS RELEASE(S)

As the crisis evolves, and before facing the media again, prepare answers to the following frequently asked questions about safety. The city's messaging should answer the following questions for individuals:

- Am I safe?
- How can I protect my family?
- What have you found out that my family and I should know about?
- Who or what caused this problem?
- Can you fix it?
- When will it be fixed?

OTHER MESSAGING CONSIDERATIONS:

- Who is in charge?
- How are those who got hurt getting help?
- Is this thing being contained?
- What can we expect?
- What should we do?
- Why did this happen? (Don't speculate. Repeat the facts of the event, describe the data collection effort, and describe treatment from fact sheets.)
- Did you know ahead of time that this might happen?
- Why wasn't this kept from happening (again)?
- What else can go wrong?
- When did you begin working on this (were notified of this, determined this)?
- What does this information mean?
- What bad things aren't you telling us? (Don't forget the good.)
- What resources are available for the public?

STEP 8

Closure

When the crisis is determined to be over or nearing an end, drafting a final statement and news release should be considered.

EVALUATION

As soon as practical following the crisis, conduct an evaluation of the Crisis Communication Team's response. Get direct feedback from key audiences. Assess what is being reported in the media and on social media sites. This will allow messages to be adjusted in order to address deficiencies or correct problems.

TO AID THE EVALUATION PROCESS:

- Keep notes during the initial phase of the crisis.
- Identify the needs of special audiences, including any special-needs populations or underrepresented groups.
- Compile and analyze comments and criticisms from various audiences, partners, agencies and stakeholders.
- Gather and analyze media coverage and online activity.
- Conduct an immediate review of what happened, what went right, and what went wrong to capture lessons learned.
- Determine the need for any changes to the crisis communication plan.
- Determine if there is a need to improve policies and processes.
- Incorporate changes with appropriate training into the organization.
- Revise crisis plan policies and procedures based on lessons learned.
- Develop a "Strengths, Weaknesses, Opportunities, and Threats" report on the crisis communication operation.
- Report results to City Manager.

Holding Statements

The following are suggested responses for the media that give the time necessary to collect the facts:

- “We’ve just learned about the situation and are trying to get more complete information right now.”
- “All of our efforts are directed at bringing the situation under control. I’m not able to speculate about the cause of the incident at this time.”
- “I’m not the authority on this subject. Let me have [name of authority] call you back.”
- “We’re preparing a statement on that now. Can I send it in about [appropriate length of time]?”
- “We will be holding a news conference as soon as we have a better handle on the situation. Can I follow up with you on that when I have more details?”

News Conference Guidelines

1. When notifying the media of a news conference or media availability, be sure to define what kind of event you are having. News conferences are held to announce something for the first time. Press availabilities are held simply to make individuals available to answer questions or demonstrate something.
2. Don’t call unnecessary news conferences/availabilities. If it’s not worth their time, the media will only be angered.
3. If holding a news conference, try to tell media in advance some details of what you will be announcing.
4. Gauge the size of your crowd carefully when reserving a room; better to have too much than too little space. Make sure microphones, chairs, lighting and water are in place at least 30 minutes prior to the event.
5. Decide format in advance -- who will introduce speakers, who decides when question/answer period ends and other details.
6. Decide in advance whether handouts are needed. If speaker is giving a talk for which there is a text, you may want to wait and hand out material after the talk so media will stay and listen. However, it’s advisable to tell the media you will provide a text of the speech so they are not irritated by having to take unnecessary notes.
7. Consider whether you need to let other organizations and agencies know you are having a news conference. (We may wish to invite others to attend or participate)
8. The Communications Manager will be tasked with maintaining control of the news conference and will decide where cameras are set up and who sits where.
9. Plan the length of the news conference and what will be covered
10. Consider the time of the news conference. To make the noon, 6 p.m. or 10 p.m. news, you need to allow time for crews to travel and edit reports.

Media Relations Reminders

1. Always return media calls.
2. Communicate with the media -- talk to them as well as listen to them. During crisis time, you may learn a great deal from the media that can be useful to you in further dealing with the crisis.
3. Avoid antagonizing the media. A short tone at a press conference, during a phone call, or elsewhere can affect your future relationship with an individual or other media who may hear the conversation.
4. Consider how information you release to media may affect other agencies, businesses or individuals. If you say things that may result in media calling other agencies, call those agencies first to warn them of impending calls.
5. When talking to the media, be sure to give credit to other agencies, groups or individuals working on the crisis, including your own staff.
6. Try to be pro-active with new information. Even those things may be frantic; if you acquire new information regarding the crisis, reach out to the media.
7. Be honest. Don’t make false or misleading statements.

Record Retention in an Emergency

In an emergency, the city will retain documents in accordance with the city’s record retention schedule, with special attention to the following:

Correspondence General.....	3 years
Correspondence Historical	Permanent
Correspondence Messages.....	Until read
Maintenance Records – property	3 years
Notice of meeting (special meetings).....	6 years
Policies and procedures	Until superseded
Proclamations	1 year
Meeting Recordings (non-closed)	3 month after minutes approved
Meeting Recording (closed).....	Varies dependent of topic
Special committee reports.....	Permanent
OSHA employee exposures	30 years after separation
Payroll reports/Timesheets (overtime)	6 years
Billing Statements/expenses.....	4 years

VII. Style Guide

A style guide is a valuable tool to establish and reinforce a city's image and reputation. It sets the key elements a city will use to consistently define and brand itself. It sets the graphic standards for print and social media and video and audio production and ensures a consistent look and quality. When publications, websites, social media and audiovisuals follow a consistent set of guidelines, it enables external audiences to easily identify city programs and services. It ensures a quality standard that can enhance the city's image. The ultimate goal of a style guide is to create a family look for publications that helps facilitate better awareness and understanding of city services and programs.

The City of Roseville is service-driven organization that strives to provide an exceptional quality of life for its residents, businesses and visitors. The city provides citizens with public safety services, a well-maintained infrastructure, attractive parks, abundant recreational opportunities, and planning, zoning and code enforcement services that uphold community standards.

MISSION STATEMENT

To provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the City Council, and implemented by professional staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future generations.

COMMUNITY ASPIRATIONS

As a community, we aspire to be:

- Welcoming, inclusive, and respectful
- Safe and law-abiding
- Economically prosperous, with a stable and broad tax base
- Secure in our diverse and quality housing and neighborhoods
- Environmentally responsible, with well-maintained natural assets
- Physically and mentally active and healthy
- Well-connected through transportation and technology infrastructure
- Engaged in our community's success as citizens, neighbors, volunteers, leaders, and businesspeople

INCLUSION AND RESPECT STATEMENT

The City of Roseville strives to be a welcoming and inclusive place for all. We are committed to promoting respectful conduct, equitable service, and diversity in our community. We condemn discrimination by or against residents, visitors, workers, city employees or city businesses. In all that we do as a city government, we pledge to treat everyone fairly, respectfully, and without bias, regardless of their color, creed, religion, national origin, gender, marital status, familial status, immigration status, sexual orientation, age, income, or disability.

USE OF THE CITY OF ROSEVILLE NAME

Use the "City of Roseville" as the first reference in all materials. Subsequent references can be Roseville or the city. In reference to departments, the first reference includes the full name of the department (Roseville Parks and Recreation Department). Subsequent references may be to the department or a colloquialism (Parks and Recreation). Please refrain from using the ampersand or & symbol.

Logo Usage

CITY OF ROSEVILLE LOGO

The logo is the city's prime identifier and is to be used consistently. Include the City of Roseville logo on all city publications, including publications in collaboration with other entities.

The preferred City of Roseville Logo is the Black with the Red rose version on a white or light background. Reverse or alternate version are permitted for black backgrounds or single-color usages.

The other acceptable use of the logo includes the state identifier.



To download Roseville's logo in jpeg format, visit Roseville Logos and Images in the left column of the home page of the intranet site.

ALTERNATE LOGO

In rare circumstances, the Roseville Rose may be used as a stand-alone secondary mark.



DEPARTMENT LOGOS

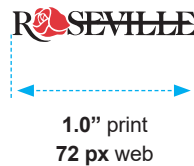
Department logos are discouraged. The City of Roseville logo should be used in most circumstances. Approved department logos may be used alone with the city logo represented on the same piece or along side the city logo. Departments may also use the city logo with their office name to the right in Raleway font. Example below.



Incorrect Usage

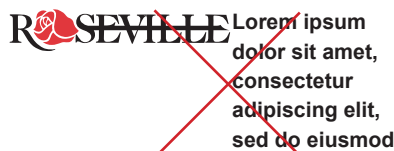
MINIMUM SIZE

The minimum width of the city logo is 1" for print, or 72 pixels for web usage.



CLEAR SPACE

When combined with or near text, the city logo should have clear space surrounding the logo and never be crowded.



PROHIBITED USE

All versions of the City of Roseville Logo should be used accurately, consistently and in compliance with city guidelines. The following are examples of misuse of the logo. Diversions from prohibited use rules may be considered under special circumstances. Please see the Communications staff if you have questions.



Never change the colors of the logo



Never rotate or slant the logo



Never alter the tint or shade of the logo



Never alter the scale the logo



Never skew or sheer the logo

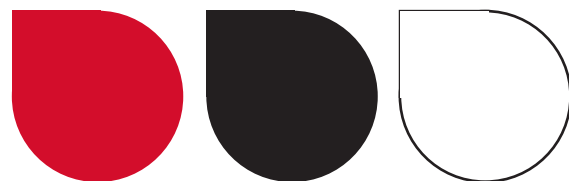
Color Standards

The City of Roseville logo is a two-color graphic and is the preferred version to be used whenever possible in printed communication materials, including marketing and communications collateral, direct mail, advertising and promotional materials.

COLOR DEFINITIONS

The colors of the City of Roseville are Red (PMS 186C) and Black. When color is not available, the logo should appear in 100% Black. Reverse options of the logo are available for printing on dark backgrounds. In these instances the logo used should be Red (PMS 186C) and White.

Roseville Red		Black		White	
Pantone	186C	Pantone	n/a	Pantone	n/a
CMYK	C12 M100 Y91 K3	CMYK	C0 M0 Y0 K100	CMYK	C0 M0 Y0 K0
RGB	R207 G16 B45	RGB	RO GO B0	RGB	R255 G255 B255
Hex	cf102d	Hex	000000	Hex	FFFFFF



Additional Color Standards

The color palette for the City of Roseville website includes primary hues of blue, green, maroon and, of course, Roseville Red. Secondary colors include purple, tan and maroon. All colors should be used in their standard 100% format and may be used for both online and printed design work. A good example of the color scheme in printed format can be found in the city's newsletter.



Roseville Red

Pantone 186C
CMYK C12 M100 Y91 K3
RGB R207 G16 B45
Hex cf102d



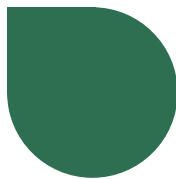
Blue

Pantone 534C
CMYK C98 M85 Y36 K27
RGB R28 G53 B94
Hex 1c355e



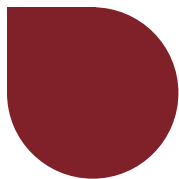
Green

Pantone 555C
CMYK C82 M33 Y77 K21
RGB R43 G112 B81
Hex 2b7051



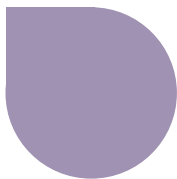
Maroon

Pantone 1815C
CMYK C31 M92 Y81 K36
RGB R128 G38 B44
Hex 802629



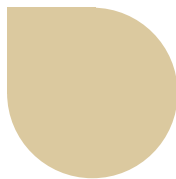
Purple

Pantone 666C
CMYK C39 M42 Y13 K0
RGB R162 G146 B179
Hex a292b3



Tan

Pantone 454C
CMYK C21 M18 Y36 K0
RGB R205 G197 B167
Hex cdc5a7



Typography

Regulated typography is a powerful tool used to support Roseville's brand and should be used in all forms of visual communication to maintain consistency.

FONTS

The city uses several fonts depending upon medium. Times New Roman is the preferred font for letters. The Outlook default font Calibri is fine for emails.

The cityofroseville.com website uses two fonts. Raleway is used as the headline font, while Arial is the base or body font. These fonts are also preferred for use in flyers, posters and other forms of visual communication.

Times New Roman

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

Calibri

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

Arial

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

Arial Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890**

Raleway

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890

Raleway Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz1234567890**

LETTERHEAD, ENVELOPES AND BUSINESS CARDS

Letterhead, envelopes and business cards are available from the Administration Department. Contact Administration for printed or electronic versions.

ROSEVILLE

Garry Bowman
Communications Manager

2660 Civic Center Drive
Roseville, MN 55113
www.cityofroseville.com

Phone: 651-792-7027
Fax: 651-732-7020
garry.bowman@cityofroseville.com

Editing Style

Well-written, grammatically correct communications is the cornerstone to professionalism and is vital to anything distributed by the City of Roseville.

To ensure quality work, Communications Staff will review letters, flyers, posters, newsletters, webpages and other communications prior to printing or posting.

Many social media platforms are less rigorous in grammatical standards, but accuracy and clarity are necessary components of any post.

Brochures, Flyers and Posters

The design should foster efficient and effective understanding with a clear hierarchy of information, related items and visual interest.

When creating a document consider hierarchy that establishes a structure of visual importance. Use visual elements in fonts, size, color and space to create a consistent look.

For most artwork, fonts should be limited to the city's approved list to maintain a consistent look and message. Occasionally, some design work may call for use of additional fonts. Please see the Communications staff for further guidance.

Limit font choices to two (preferred) or three fonts. Contrast varying weights or size to create hierarchy.

Use color to establish meaning and hierarchy. Limit color choices to five or fewer hues, with two or three as main colors. Use different shades or tints of more distinction is needed.

Avoid the use of clipart. Instead, incorporate content appropriate images. For assistance locating images, please consult with the Communications staff.

Email Signatures

Email signatures should include an employee's name, title, city logo and address, phone number and confidentiality statement. Active marketing helps to build the city's brand. Staff are encouraged to include links to the city's social media in their email signature line.

Garry Bowman

ROSEVILLE

Communications Manager

Garry.Bowman@cityofroseville.com | O: 651.792.7027 | C: 612.875.0154

2660 Civic Center Drive | Roseville, MN 55113



Templates

CITY COUNCIL/COMMISSION AGENDAS AND PACKETS

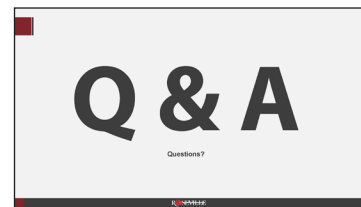
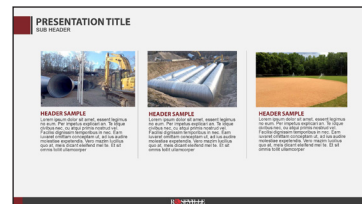
City Council and Commission agendas and packets are created through the city's website, which includes a standard template and appropriate default fonts. If you have questions about creating an online agenda or packet consult with the Communications staff.

REQUEST FOR COUNCIL ACTION

A standard template for creating an agenda item or Request for Council Action (RCA) can be found in the Administration Document Library on the city's intranet site in the Council Forms folder. For questions regarding creation of RCAs, contact Assistant City Manager Rebecca Olson at 2-7446.

POWERPOINT TEMPLATE

The city's approved PowerPoint template is available in the Administration Document Library on the city's intranet site. For questions about using this template contact Garry Bowman at 2-7027.



STRATEGIC COMMUNICATIONS ACTION PLAN

GOAL 1

CLEAR, ACCURATE & RELEVANT: Ensure that clear, accurate and relevant communications regarding city operations and programs are available to all persons in the community.

ACTION STEP DESCRIPTIONS	PARTY / DEPT RESPONSIBLE	Timeline	RESOURCES REQUIRED (staff, tech, etc.)	DESIRED OUTCOME	Update
Update the city's website to communicate effectively on the platform users prefer (mobile, desktop, tablet, etc.)	Communications	Short-term 2020	Staff time (RFP) Website redesign (\$)	Ensure users are able to access information easily & quickly, compliance with ADA & WCAG, and positive user experiences	
Conduct a comprehensive review of all city social media accounts for usage, timeliness and suitability	Communications Other city departments	Short-term 2019-2020	Analytics, staff time, cross department collaboration	Optimize the city's social media profiles & strategies.	
Maintain a frequently updated, best-in-class, website.	Communications	On-going	Plan for resources (\$) for on-going redesign	Remain current with accessibility and user expectations as technology changes	
Develop and implement a set of best practices for engagement	HRIEC Communications	Long-term On-going	Staff time Training (\$), Outside groups, cross department collaboration	Communication efforts reach more under-engaged populations	HRIEC currently working on template document

STRATEGIC COMMUNICATIONS ACTION PLAN

GOAL 2

EFFICIENT & EFFECTIVE: Ensure that resources put towards communications are utilized in the most cost-efficient, effective and productive manner.

ACTION STEP DESCRIPTIONS	PARTY / DEPT RESPONSIBLE	Timeline	RESOURCES REQUIRED (staff, tech, etc.)	DESIRED OUTCOME	Update
Review strategies for broadcasting City Council and Commission meetings	Communications City Manager City Council Finance Commission	Short-term 2020		City resources are utilized in a cost-effective, efficient & productive manner	
Produce an annual social media report based on analytics	Communications	Short-term On-going 2020	Staff time Analytic tracking	Identify trends, track and improve performance on city social media accounts	
Conduct an inventory/audit of all city printed collateral including cost-value analysis	Communications Other city departments	Short-term 2020	Staff time	Recognize where resources are being focused and the impact they are having	

STRATEGIC COMMUNICATIONS ACTION PLAN

GOAL 3

TRUSTED, RESPONSIVE, INNOVATIVE & INCLUSIVE: Ensure the City of Roseville is recognized as a trusted, responsive, innovative and inclusive local government.

ACTION STEP DESCRIPTIONS	PARTY / DEPT RESPONSIBLE	Timeline	RESOURCES REQUIRED (staff, tech, etc.)	DESIRED OUTCOME	Update
Continue to develop best practices, on-going habits and behaviors driving people to city communication channels	Communications	Short-term On-going	Staff time, Training	Establishes the city's communication channels as the preferred & best source for accurate information	
Establish a social media brand voice	Communications	Short-term 2020	Staff time, Training	Bring consistency across communications platforms & channels	
Develop data-driven branding plan, including a refresh of a brand identity	Communications City Manager City Council	Long-term 2020-2025	Branding Consultant (\$) Updating collateral (\$)	Define a brand strategy to distinguish the City for economic development, communications & engagement	
Identify communication methods (i.e. platforms, locations, media) to reach under-engaged populations	HRIEC Communications	Long-term On-going	Outreach (staff/volunteer time & \$)	Ensure the City is reaching & communicating with all	
Employ efforts to determine most commonly used platforms for specific target audiences & continue to explore emerging platforms & strategies	Communications	Long-term On-going		Use communication platforms that best expand & improve public outreach, transparency, information access and two-way dialogue with residents.	

STRATEGIC COMMUNICATIONS ACTION PLAN

GOAL 4

CIVIC ENGAGEMENT MINDED: Encourage and inspire community participation, volunteerism, and mutual respect by implementing communication tools that support city goals and priorities.

ACTION STEP DESCRIPTIONS	PARTY / DEPT RESPONSIBLE	Timeline	RESOURCES REQUIRED (staff, tech, etc.)	DESIRED OUTCOME	Update
Develop and use focus groups and/or survey research data on perception of the city	City Manager Asst. City Mgr Communications	Short-term 2020-2021	Survey firm (\$) Staff time Consultant for focus groups (\$)	Define current perception of Roseville governance & how it aligns with community aspirations	
Promote the use of existing electronic communication tools (website, email, social media)	Communications	On-going	Staff time	Increase public awareness, participation, and engagement	
Identify opportunities to engage citizens & increase participation, awareness and understanding of city processes, policies and priorities	HRIEC Other city commissions Communications City Council	On-going	Volunteer & staff time	Roseville's residents state they feel welcome in the community	
Discover, develop & expand communication & outreach strategies that reach targeted audiences	Communications City Commissions City Manager City Council Other Departments	On-going	Training (\$) Staff time Outreach & Engagement Resources (\$)	Foster inclusive civic engagement and participation	

STRATEGIC COMMUNICATIONS ACTION PLAN

GOAL 5

PREPARED FOR EMERGENCY INCIDENTS: Provide emergency incident information before, during, and after natural or man-made disasters or major community events to effectively communicate with the City Council, staff, residents, businesses and the media.

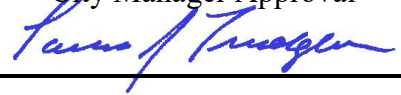
ACTION STEP DESCRIPTIONS	PARTY / DEPT RESPONSIBLE	Timeline	RESOURCES REQUIRED (staff, tech, etc.)	DESIRED OUTCOME	Update
Enhance internal procedures for communication during emergency situations	Communications Emergency Mgmt. City Manager	Short-term 2019-2020	Staff time Training	Ensure staff are equipped to manage crisis situations that builds trust among residents, businesses, & visitors	Crisis Communication plan developed in 2019 Training planned for 2020
Educate residents & businesses about incident information resources available during a crisis or emergency	Communications	On-going	Staff time	Establishes the city communication channels as the trusted and accurate source for information	
Prepare communication strategies for emergencies likely to affect the city	Communications Assistant City Manager	Short-term 2019	Staff time	Ensure the city can communicate promptly in the event of a crisis or emergency	Strategies and communication templates developed in 2019

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.e

Department Approval

City Manager Approval



Item Description: Consider Adoption of 2020 City Council and Economic Development Authority Calendar

BACKGROUND

Annually, the City Council approves a meeting calendar for the upcoming year. Included as Attachment A is the proposed 2020 City Council meeting calendar. This calendar is similar to past meeting schedules and takes into account holidays and past practices of limiting meetings in August and December.

The 2020 calendar schedule continues the inclusion of EDA meetings as part of City Council meeting nights. As can be seen from Attachment A, staff is proposing that the City Council meet as the EDA on a bimonthly basis at the start of the City Council Work Sessions. It is intended that these bimonthly meetings will take care of most EDA business. However, staff does expect that there will be an occasional need to have additional EDA meetings prior to City Council meeting in order to be responsive to deadlines.

STAFF RECOMMENDATION

Approve the 2020 City Council and EDA Meeting Calendar.

REQUESTED COUNCIL ACTION

Motion to approve the 2020 City Council and EDA Meeting Calendar.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021



Draft - 2020 City Council / EDA 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

6 *Org Meeting*
13 EDA
13 *
27

July

13
20 EDA
20* *Work Session*
27

February

10
24

August

10
24

March

9 EDA
9
16* *Work Session*
23

September

14
21 EDA
21 * *Work Session*
28

Note: RAHS Spring Break March 6-13 &
Mounds View Spring Break March 12-20

April

13
20 *Work Session*
27

October

12
19 *Work Session*
26

May

4
11 EDA
11* *Work Session*
18

November

9 EDA
9 * *Work Session*
16
23

June

8
22

December

7

Note: Rosefest Parade Monday, June 29

*Economic Development Authority will meet before Council meeting

Patrick Trudgeon

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.f

Department Approval

Janice Gundlach

City Manager Approval

Sam Truog

Item Description: **Consideration of a Request to Perform an Abatement for Unresolved Violations of City Code at 548 Shryer Avenue.**

BACKGROUND

- The subject property is an occupied single-family home.
- Current violations include:
 - Inoperable/junk/abandoned vehicles (407.02.G.2.c, 407.04.A)
 - Vehicles without current registration (407.02.G.4.b, 407.04.D)
- On August 14, 2019, as part of the Neighborhood Enhancement Program (NEP), staff observed the above noted violations. Staff provided notification and a timeline for correction.
- A re-inspection of the property on August 26 showed no progress, a letter was mailed to the property informing the resident of violation and timeframe for compliance.
- NEP re-inspection on September 9, 2019 confirmed the vehicles remained in violation. NEP staff transferred the case to the Roseville Code Compliance Officer for further action.
- A Code Compliance inspection on September 26, 2019, showed the vehicles in violation. Staff posted the property again requesting compliance.
- Subsequent inspections on October 7, 15 and 24, 2019, revealed the noted violations had not been corrected.
- On October 24, 2019, the vehicles were posted with a notice that a request for abatement was going to be presented before Council on November 4, 2019. A notice was also mailed to the resident.
- As of the writing of this report, no contact has been received by staff from the resident.
- A status update will be provided at the public hearing.

FINANCIAL IMPACTS

City Abatement:

An abatement includes the following:

- | | |
|--|----------|
| • Removal of unlicensed, inoperable vehicles | \$0.00 |
| • Administrative Abatement Fee per 2019 Fee Schedule | \$125.00 |

Total: \$125.00

30 **STAFF RECOMMENDATION**

31 Staff recommends the Council direct Community Development staff to abate the above referenced
32 public nuisance violations at 548 Shryer Avenue.

33

34 **REQUESTED COUNCIL ACTION**

35 Direct Community Development staff to abate the public nuisance violations at 548 Shryer Avenue, by
36 contacting a towing contractor to remove the vehicles in violation of City Code.

37

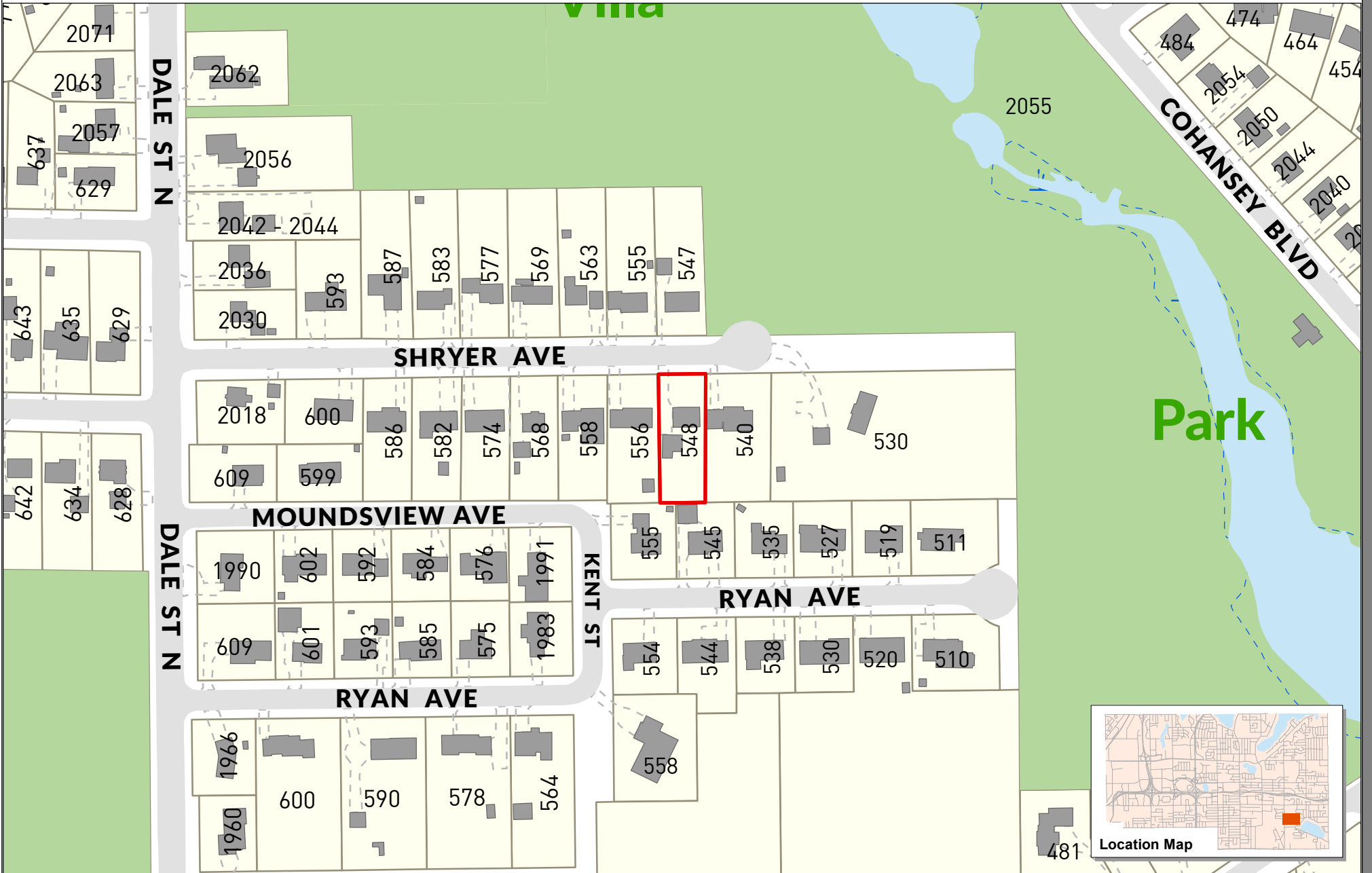
38 The property owner will be billed for actual and administrative costs. If charges are not paid, staff will
39 recover costs as specified in Section 407.07B.

40

Prepared by: Dave Englund, Building Official

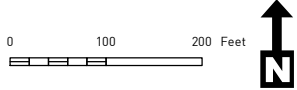
Attachment: A: Map of 548 Shryer Avenue
B: Timeline of Staff actions
C: Cited City Code Sections
D: Staff Correspondence and Photos

548 Shryer Ave



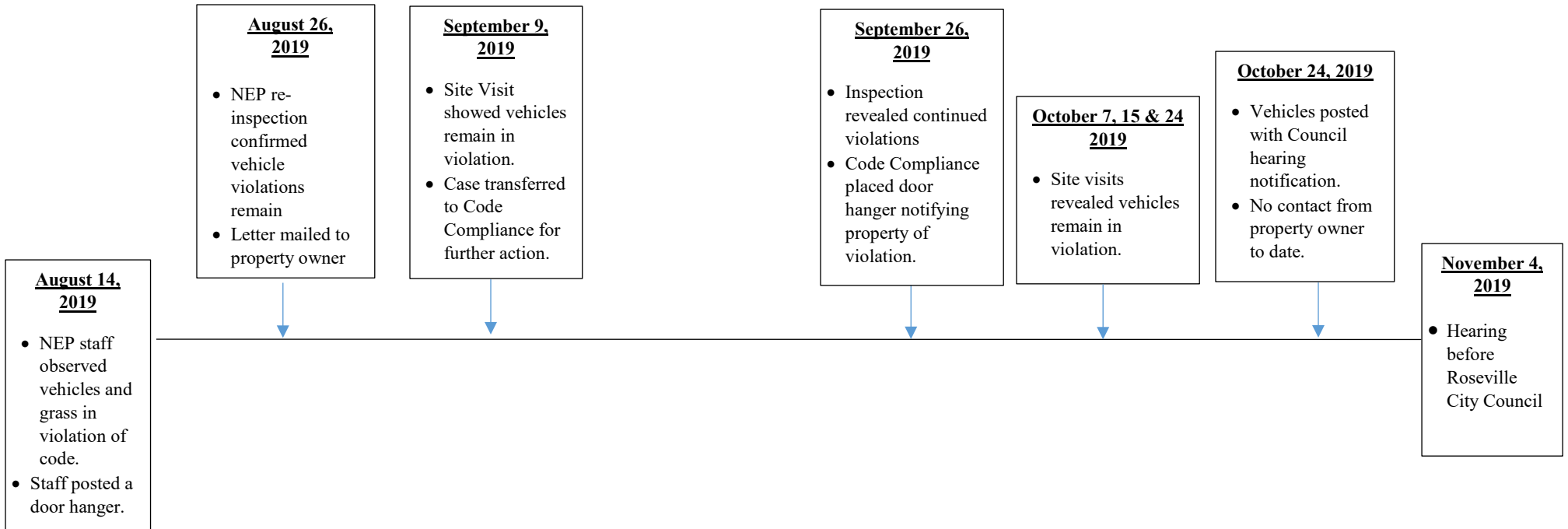
Data Sources
 * Ramsey County GIS Base Map (9/4/2019)
 For further information regarding the contents of this map contact:
 City of Roseville, Community Development Department,
 2660 Civic Center Drive, Roseville MN

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.



548 Shryer Avenue

ATTACHMENT B



CITED CITY CODE SECTIONS

1 **407.02: NUISANCES AFFECTING PUBLIC COMFORT OR REPOSE:**

2 G. Parking and Storage: The outside parking or storage on residentially-zoned property of
3 vehicles, materials, supplies or equipment in violation of the provisions set forth:

4 2. Storage on Property: No person may place, store or allow the placement or
5 storage of the following, in the front yard or unscreened street facing side yard of a
6 corner lot of any residential zoned area:

7 c. Vehicles of any type in inoperable condition

8
9 4. Vehicle Parking, General: No person shall cause, undertake, permit or allow the
10 outside parking and storage of vehicles in residentially-zoned property, unless it
11 complies with the following requirements:

12
13 b. Vehicles must be owned by a person who is a legal resident of that
14 property and continuously maintain current registration and licensure
15

16 **407.04: VEHICLES CONSTITUTING A PUBLIC NUISANCE:**

17 A. Abandoned, Junk and Inoperable Vehicles Create Hazard: Abandoned, junk and inoperable
18 vehicles are declared to be a public nuisance creating hazard to the health and safety of the
19 public because they invite plundering, create fire hazards, attract vermin, and present
20 physical dangers to the safety and well-being of children and other citizens. The
21 accumulation and outside storage of such vehicles is in the nature of rubbish, litter and
22 unsightly debris and is a blight on the landscape and a detriment to the environment. It shall
23 be unlawful for a person to pile, store or keep wrecked, junked, inoperable or abandoned
24 vehicles on private or public property.
25

26 D. Vehicles Without Current Registration: Except where expressly permitted by state law, any
27 vehicle or other equipment, which requires registration for operation in the State of
28 Minnesota, shall be deemed to be junked, inoperable or abandoned if said vehicle does not
29 have attached thereto a valid registration issued by the proper State agency. (Ord. 1288, 8-4-
30 2003)
31

Date: 8/14/19

**City of Roseville
Neighborhood Enhancement
Program**

548 Stryer

Please refer to checked items for
identified concerns

Outside Storage

Vehicle Honda is inoperable & has expired tabs

Grass

Property Maintenance

Other

Re-inspection will be conducted in:

5 days

10 days

30 days

Please contact the NEP program with any
questions regarding this notice:

651-792-7014 or NEP@cityofroseville.com



Neighborhood Enhancement Program

08/27/19

548 Shryer Av W
Roseville, MN 55113

Case ENF19-577

Dear Resident:

The City previously notified you on, 08/14/19 that your property was in violation of Roseville's City Codes. The inspection revealed:

- Inoperable silver Honda (flat tire) and expired tabs

A re-inspection of the property on, 08/26//19 revealed that the request has not been complied with, specifically:

- Inoperable silver Honda (flat tire) and expired tabs

These conditions are violations of Roseville's City Code, specifically:

- Section 407.02.G.2.c and 407.02.G.4

If the violation is not corrected within 10 days of the date of this letter, your case will be forward over to our code enforcement officer who will move forward with further action, including the possibility of abatement proceedings.

The purpose of the Neighborhood Enhancement program is to enhance the value of your property, to increase the enjoyment of your neighborhood, and to assure the quality of life throughout the city. We hope that you will work with us to maintain a positive community environment.

If you have any questions regarding this matter please contact me at 651-792-7014.

Sincerely,

Xao Vang
NEP Inspector

City of Roseville

Community Development Department
2660 Civic Center Drive, Roseville, MN

CODE VIOLATION NOTICE

Date: 9/26/2019

Address: 548 Shryer Ave.

Please refer to checked items below for identified concerns:

- Outside Storage
① Inoperable vehicles stored outside
- Vehicle *② Unlicensed vehicles stored outside*
③ Vehicles stored on grass
- Property Maintenance
- Other

Please see back of this posting for more specific information.

Re-inspection will be conducted in:

5 days 10 days 30 days

Please contact staff with any questions regarding this notice:

651-792-7014 or complaints@cityofroseville.com



ATTACHMENT D

October 11, 2019

Case #: ENF19-669

Meng Wang
548 Shryer Ave W
Roseville, MN 55113

Dear Resident /Property Owner,

The City previously notified you on, August 14, August 27, and September 26, 2019, that your property was in violation of Roseville's City Code. A re-inspection of the property on October 7, 2019 revealed that the initial request has not been fully complied with. Specifically:

- Unlicensed and inoperable vehicles stored outside in the driveway.
- Vehicles partially stored on unimproved surfaces.

These are violations of Roseville's City Code, specifically:

- **407.02 G & 407.04 D** which require all vehicles stored outside on property display current licensure / registration, be in operable condition, and be stored fully on improved surfaces (concrete, asphalt, or pavers).

Corrective Measures:

Please make the following corrections within **5 days** of the date of this letter and keep continuously maintained in compliance thereafter:

- Display current licensure / registration on vehicles stored outside on property, move unlicensed vehicles to storage inside of a structure, or remove unlicensed vehicles from property.
- Bring all vehicles in driveway to an operable condition, move inoperable vehicles to stoppage inside of a structure, or remove inoperable vehicles from property.
- Move vehicles to be fully stored on improved surfaces (concrete asphalt, or pavers), move vehicles to storage inside of a structure, or remove vehicles from property.

If the violations listed are not corrected within **5 days** of the date of this letter and continuously maintained in compliance thereafter, the City will move forward with further action, including the possibility of an **administrative citation or abatement proceedings, which could entail the expenditure of funds for which you, as the property owner, would be responsible to repay.**

The City's objective is to increase the enjoyment of neighborhoods and enhance property values through enforcement of City Codes. We hope that you will work with us to maintain a positive community environment.

If you have any questions regarding this matter, or if this time frame creates a hardship for you, please contact a Code Compliance Officer at 651-792-7014 or via email at complaints@cityofroseville.com.

Sincerely,
Chris Bolstad
Code Compliance Officers
Complaints@cityofroseville.com

ATTACHMENT D



Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7014 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

October 24, 2019

Case #: ENF19-669

Meng Wang
548 Shryer Ave W
Roseville, MN 55113

Dear Occupant and Property Owner of Record:

This correspondence is in regards to ongoing public nuisance violations at the above referenced property. Our records indicate the property is owned by you. Because our records identify the violations have not been corrected, the City of Roseville intends to hold a public hearing before City Council to discuss a possible City abatement.

On August 14, 2019, August 27, 2019, September 26, 2019 and October 11, 2019 notices were posted or mailed identifying public nuisance violations and requesting your property be brought into compliance. An inspection on October 24, 2019, revealed that the violation(s) had not been corrected.

The ongoing violations include:

- Unlicensed vehicles stored outside on property.
- Inoperable vehicles stored outside on property.

Therefore, this matter will be discussed at a public hearing before Roseville's City Council. At this public hearing, the Community Development Department will request authority from the City Council to perform a City abatement and contract with private companies to have all violations corrected. This would entail the expenditure of funds for which you, as the property owner, would be responsible to repay. If the violations are corrected, by you, prior to the public hearing date, the public hearing will be cancelled and the case file closed.

This public hearing has been scheduled for the November 4, 2019, City Council meeting. City Council meetings are held in the City Council Chambers located at 2660 Civic Center Drive and begin at 6:00 p.m. I encourage you to attend this meeting. You will be given the opportunity to speak. If you have any questions regarding this matter, please contact me at 651-792-7087.

Sincerely,

Dave Englund, Codes Coordinator
651-792-7087
david.englund@cityofroseville.com

ATTACHMENT D



ATTACHMENT D



ATTACHMENT D



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019

Item No.: 7.g

Department Approval

City Manager Approval

Janice Gundlach

Sam Trueman

Item Description: **Consider a Request to Perform an Abatement for Unresolved Violations of City Code at 2051 William Street.**

BACKGROUND

- The subject property is an occupied single-family home.
- Current violations include:
 - Inoperable/junk/abandoned vehicles (407.02.G.2.c, 407.04.A)
 - Vehicles without current registration (407.02.G.4.b, 407.04.D)
- On August 22, 2019, as part of the Neighborhood Enhancement Program (NEP), staff observed the above noted violations, as well as, grass in excess of eight inches. Staff provided notification and a timeline for correction.
- A re-inspection of the property on August 28 showed the grass remained in excess of eight inches, an Accelerated Abatement was ordered.
- NEP re-inspections on September 3 & 18, 2019 confirmed the vehicles remained in violation. NEP staff transferred the case to the Roseville Code Compliance Officer for further action.
- A Code Compliance inspection on September 26, 2019, showed the vehicles in violation. Staff posted the property again requesting compliance.
- Subsequent inspections on October 7, 15 and 24, 2019, revealed the noted violations had not been corrected.
- On October 24, 2019, the vehicles were posted with a notice that a request for abatement was going to be presented before Council on November 4, 2019. A notice was also mailed to the resident.
- As of the writing of this report, no contact has been received by staff from the resident.
- A status update will be provided at the public hearing.

FINANCIAL IMPACTS

City Abatement:

An abatement includes the following:

- | | |
|--|----------|
| • Removal of unlicensed, inoperable vehicles | \$0.00 |
| • Administrative Abatement Fee per 2019 Fee Schedule | \$125.00 |

Total: \$125.00

30

31 **STAFF RECOMMENDATION**

32 Staff recommends the Council direct Community Development staff to abate the above referenced
33 public nuisance violations at 2051 William Street.

34

35 **REQUESTED COUNCIL ACTION**

36 Direct Community Development staff to abate the public nuisance violations at 2051 William Street.,
37 by contacting a towing contractor to remove the vehicles in violation of City Code.

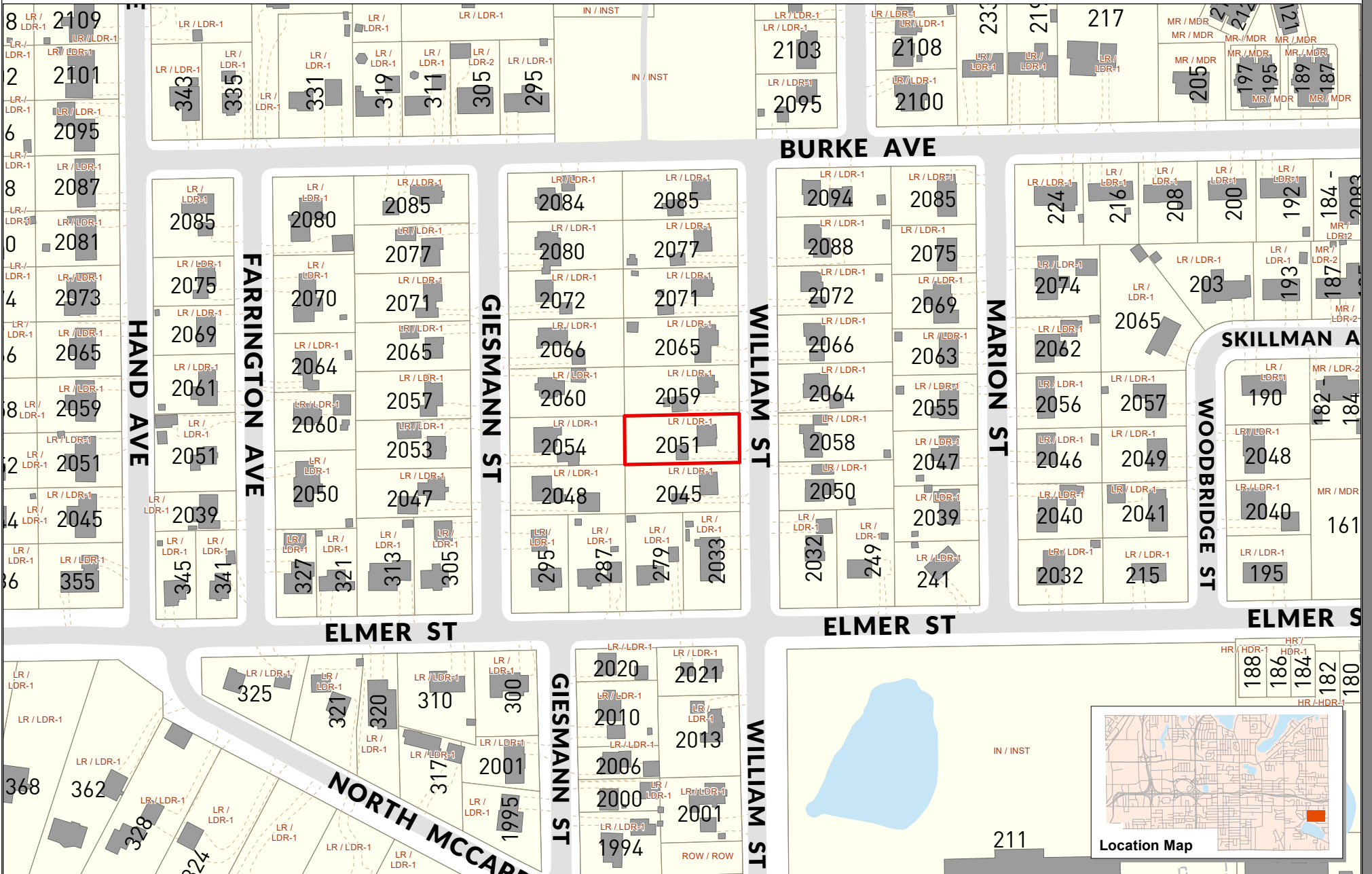
38

39 The property owner will be billed for actual and administrative costs. If charges are not paid, staff will
40 recover costs as specified in Section 407.07B.

41

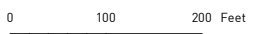
Prepared by: Dave Englund, Building Official

Attachment: A: Map of 2051 William Street.
B: Timeline of Staff actions
C: Cited City Code Sections
D: Staff Correspondence and Photos



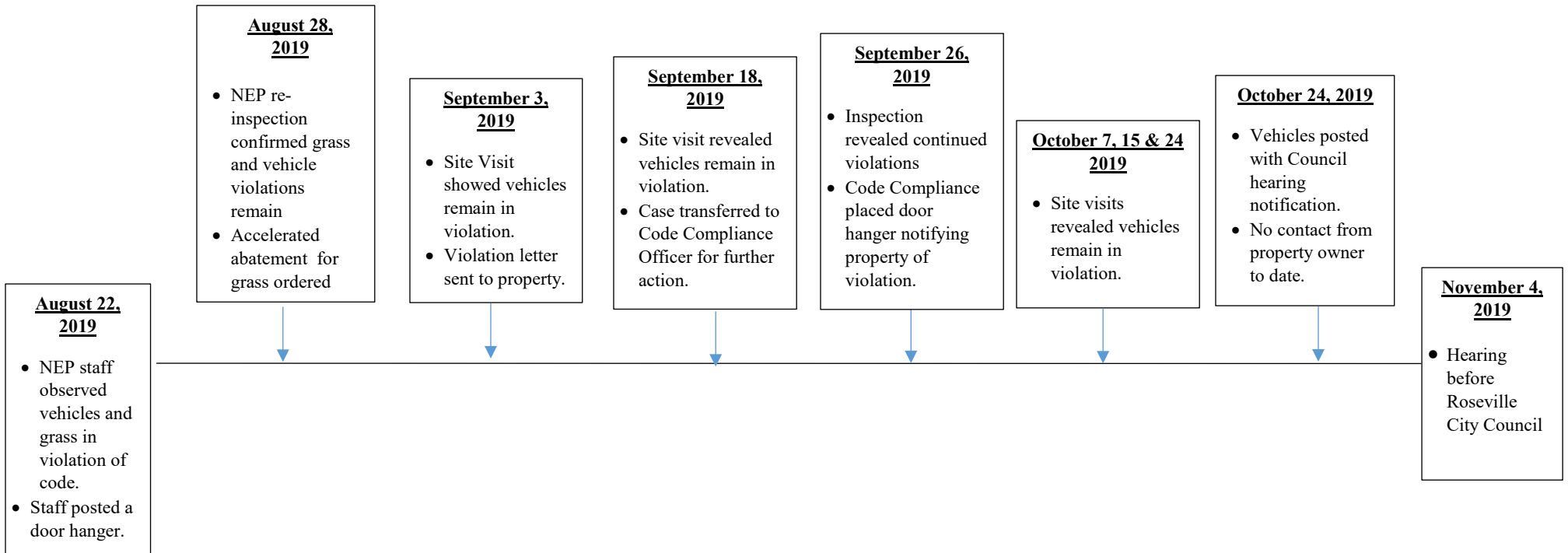
Data Sources
 * Ramsey County GIS Base Map (11/2/2016)
 For further information regarding the contents of this map contact:
 City of Roseville, Community Development Department,
 2660 Civic Center Drive, Roseville MN

Disclaimer
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2051 William Street

ATTACHMENT B



CITED CITY CODE SECTIONS

1 **407.02: NUISANCES AFFECTING PUBLIC COMFORT OR REPOSE:**

2 G. Parking and Storage: The outside parking or storage on residentially-zoned property of
3 vehicles, materials, supplies or equipment in violation of the provisions set forth:

4 2. Storage on Property: No person may place, store or allow the placement or
5 storage of the following, in the front yard or unscreened street facing side yard of a
6 corner lot of any residential zoned area:

7 c. Vehicles of any type in inoperable condition

8
9 4. Vehicle Parking, General: No person shall cause, undertake, permit or allow the
10 outside parking and storage of vehicles in residentially-zoned property, unless it
11 complies with the following requirements:

12
13 b. Vehicles must be owned by a person who is a legal resident of that
14 property and continuously maintain current registration and licensure
15

16 **407.04: VEHICLES CONSTITUTING A PUBLIC NUISANCE:**

17 A. Abandoned, Junk and Inoperable Vehicles Create Hazard: Abandoned, junk and inoperable
18 vehicles are declared to be a public nuisance creating hazard to the health and safety of the
19 public because they invite plundering, create fire hazards, attract vermin, and present
20 physical dangers to the safety and well-being of children and other citizens. The
21 accumulation and outside storage of such vehicles is in the nature of rubbish, litter and
22 unsightly debris and is a blight on the landscape and a detriment to the environment. It shall
23 be unlawful for a person to pile, store or keep wrecked, junked, inoperable or abandoned
24 vehicles on private or public property.
25

26 D. Vehicles Without Current Registration: Except where expressly permitted by state law, any
27 vehicle or other equipment, which requires registration for operation in the State of
28 Minnesota, shall be deemed to be junked, inoperable or abandoned if said vehicle does not
29 have attached thereto a valid registration issued by the proper State agency. (Ord. 1288, 8-4-
30 2003)
31

Date: 8/22/17

City of Roseville
Neighborhood Enhancement
Program

2051 William

Please refer to checked items for
identified concerns

Outside Storage

Vehicle 2 vehicles
expired tabs (Volvo
Ford)

Grass Longer than
8 inches

Property Maintenance

Other

Re-inspection will be conducted in:

5 days

grass

10 days

tabs

30 days

Please contact the NEP program with any
questions regarding this notice:

651-792-7014 or NEP@cityofroseville.com





Neighborhood Enhancement Program

9/4/2019

2051 William St N
Roseville, MN 55113

Case ENF19-632

Dear Resident:

The City previously notified you on, 8/22/19 that your property was in violation of Roseville's City Codes. The inspection revealed:

- Overgrown grass and two vehicles with expired tabs (Volvo & Ford)

A re-inspection of the property on, 8/28/19 for the overgrown grass revealed that the request has not been complied with, specifically:

- Grass uncut

A re-inspection of the property on, 9/3/19 revealed that the request has not been complied with, specifically:

- Grass uncut and expired tabs still not updated

These conditions are violations of Roseville's City Code, specifically:

- Section 407.02.G.2.C, 407.02.G.4, 407.02.K

The grass violation has been abated, if the other violation are not corrected within **10 days** of the date of this letter, your case will be forward over to our code enforcement officer who will move forward with further action, including the possibility of abatement proceedings.

The purpose of the Neighborhood Enhancement program is to enhance the value of your property, to increase the enjoyment of your neighborhood, and to assure the quality of life throughout the city. We hope that you will work with us to maintain a positive community environment.

If you have any questions regarding this matter please contact me at 651-792-7014.

Sincerely,

Xao Vang
NEP Inspector

City of Roseville

Community Development Department
2660 Civic Center Drive, Roseville, MN

CODE VIOLATION NOTICE

Date: 9/26/2019

Address: 2051 William St.

Please refer to checked items below for identified violations:

- Grass / Weeds over 8"
- Brush Piles / Debris
- Noxious Weeds
- Graffiti

A re-inspection will be conducted 5 calendar days from the date of this notice. If compliance has not been achieved within this 5-day period, the City of Roseville will contract to have the public nuisance violation abated as per Section 407.09 of Roseville's City Code. Costs for the abatement and an administrative fee will then be charged to the property owner. If payment is not received, these charges may be assigned to the property's taxes as allowed per Minnesota Statutes.

Please contact staff with any questions regarding this notice:
651-792-7014 or complaints@cityofroseville.com



City of Roseville

Community Development Department
2660 Civic Center Drive, Roseville, MN

CODE VIOLATION NOTICE

Date: 9/26/2019

Address: 2051 William St

Please refer to checked items below for identified concerns:

- Outside Storage
- Vehicle Unlicensed Vehicles stored outside
- Property Maintenance
- Other

Please see back of this posting for more specific information.

Re-inspection will be conducted in:

5 days 10 days 30 days

Please contact staff with any questions regarding this notice:
651-792-7014 or complaints@cityofroseville.com



ATTACHMENT D

October 11, 2019

Case #: ENF19-683

John Maki
2051 William
Roseville, MN 55113

Dear Resident /Property Owner,

The City previously notified you on, August 22, September 4, and September 26, 2019, that your property was in violation of Roseville's City Code. A re-inspection of the property on October 7, 2019 revealed that the initial request has not been fully complied with. Specifically:

- Unlicensed and inoperable vehicles stored outside in the driveway,

These are violations of Roseville's City Code, specifically:

- **407.02 G & 407.04 D** which require all vehicles stored outside on property display current licensure / registration and be in operable condition.

Corrective Measures:

Please make the following corrections within **5 days** of the date of this letter and keep continuously maintained in compliance thereafter:

- Display current licensure / registration on vehicles stored outside on property, move unlicensed vehicles to storage inside of a structure, or remove unlicensed vehicles from property.
- Bring all vehicles in driveway to an operable condition, move inoperable vehicles to stoppage inside of a structure, or remove inoperable vehicles from property.

If the violations listed are not corrected within **5 days** of the date of this letter and continuously maintained in compliance thereafter, the City will move forward with further action, including the possibility of an **administrative citation or abatement proceedings, which could entail the expenditure of funds for which you, as the property owner, would be responsible to repay.**

The City's objective is to increase the enjoyment of neighborhoods and enhance property values through enforcement of City Codes. We hope that you will work with us to maintain a positive community environment.

If you have any questions regarding this matter, or if this time frame creates a hardship for you, please contact a Code Compliance Officer at 651-792-7014 or via email at complaints@cityofroseville.com.

Sincerely,
Chris Bolstad
Code Compliance Officers
Complaints@cityofroseville.com

ATTACHMENT D



Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7014 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

October 24, 2019

Case #: ENF19-683

John Maki
2051 William
Roseville, MN 55113

Dear Occupant and Property Owner of Record:

This correspondence is in regards to ongoing public nuisance violations at the above referenced property. Our records indicate the property is owned by you. Because our records identify the violations have not been corrected, the City of Roseville intends to hold a public hearing before City Council to discuss a possible City abatement.

On August 22, 2019, September 4, 2019, September 26, 2019 and October 17, 2019 notices were posted or mailed identifying public nuisance violations and requesting your property be brought into compliance. An inspection on October 24, 2019, revealed that the violation(s) had not been corrected.

The ongoing violations include:

- Unlicensed vehicles stored outside on property.
- Inoperable vehicles stored outside on property.

Therefore, this matter will be discussed at a public hearing before Roseville's City Council. At this public hearing, the Community Development Department will request authority from the City Council to perform a City abatement and contract with private companies to have all violations corrected. This would entail the expenditure of funds for which you, as the property owner, would be responsible to repay. If the violations are corrected, by you, prior to the public hearing date, the public hearing will be cancelled and the case file closed.

This public hearing has been scheduled for the November 4, 2019, City Council meeting. City Council meetings are held in the City Council Chambers located at 2660 Civic Center Drive and begin at 6:00 p.m. I encourage you to attend this meeting. You will be given the opportunity to speak. If you have any questions regarding this matter, please contact me at 651-792-7087.

Sincerely,

Dave Englund, Codes Coordinator
651-792-7087
david.englund@cityofroseville.com



Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7014 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

October 24, 2019

Case #: ENF19-683

John Maki
2051 William
Roseville, MN 55113

Dear Occupant and Property Owner of Record:

This correspondence is in regards to ongoing public nuisance violations at the above referenced property. Our records indicate the property is owned by you. Because our records identify the violations have not been corrected, the City of Roseville intends to hold a public hearing before City Council to discuss a possible City abatement.

On August 22, 2019, September 4, 2019, September 26, 2019 and October 17, 2019 notices were posted or mailed identifying public nuisance violations and requesting your property be brought into compliance. An inspection on October 24, 2019, revealed that the violation(s) had not been corrected.

The ongoing violations include:

- Unlicensed vehicles stored outside on property.
- Inoperable vehicles stored outside on property.

Therefore, this matter will be discussed at a public hearing before Roseville's City Council. At this public hearing, the Community Development Department will request authority from the City Council to perform a City abatement and contract with private companies to have all violations corrected. This would entail the expenditure of funds for which you, as the property owner, would be responsible to repay. If the violations are corrected, by you, prior to the public hearing date, the public hearing will be cancelled and the case file closed.

This public hearing has been scheduled for the November 4, 2019, City Council meeting. City Council meetings are held in the City Council Chambers located at 2660 Civic Center Drive and begin at 6:00 p.m. I encourage you to attend this meeting. You will be given the opportunity to speak. If you have any questions regarding this matter, please contact me at 651-792-7087.

Sincerely,

Dave Englund, Codes Coordinator
651-792-7087
david.englund@cityofroseville.com

ATTACHMENT D





ATTACHMENT D

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 7.h

Department Approval

Janice Gundlach

City Manager Approval

Sam Trueman

Item Description: **Consider a Request to Perform an Abatement for Unresolved Violations of City Code at 2970 Mildred Dr N.**

BACKGROUND

- The subject property is an occupied single-family home.
- Current violations include:
 - Inoperable/junk/abandoned vehicles (407.02.G.2.c, 407.04.A)
 - Vehicles without current registration (407.02.G.4.b, 407.04.D)
 - Outside storage of items in driveway (407.03.I)
- On October 5, 2019, a complaint was received via email regarding violations at this property. Staff attempted to respond to the complaint email, but all emails sent to that email address bounced back with an “invalid email address” message.
- An inspection of the property on October 8, 2019 confirmed the violations. Staff posted the property with a door hanger requesting compliance within the timeframe stated.
- A re-inspection on October 18, 2019 confirmed the vehicles and outside storage remained in violation. A letter was mailed to the property stating violations and timeframe for compliance.
- On October 24, 2019, staff visited the property and discussed the violations present with the grandson of the property owner. He stated his intent was to bring the property into compliance within the timeframe given. Staff hand delivered a notice informing the occupant that if the violations were not corrected, a hearing before Council would occur on November 4, 2019.
- As of the writing of this report, some progress has been observed, but violations remain. No further contact has been received from the occupant.
- A status update will be provided at the public hearing.

FINANCIAL IMPACTS

City Abatement:

An abatement includes the following:

- | | |
|--|------------|
| • Removal of unlicensed, inoperable vehicles | \$0.00 |
| • Removal of items stored outside in driveway | \$1000.00* |
| • Administrative Abatement Fee per 2019 Fee Schedule | \$125.00 |

Total: \$1125.00

30 *All costs (except for the Administrative Abatement Fee) are estimated – cost estimate is for removal and
31 disposal only, items stored outside have no value

32

33 **STAFF RECOMMENDATION**

34 Staff recommends the Council direct Community Development staff to abate the above referenced
35 public nuisance violations at 2970 Mildred Dr. N.

36

37 **REQUESTED COUNCIL ACTION**

38 Direct Community Development staff to abate the public nuisance violations at 2970 Mildred Dr. N., by
39 contacting a towing contractor to remove the vehicles in violation of City Code and to contract for
40 removal and disposal of the debris stored outside.

41

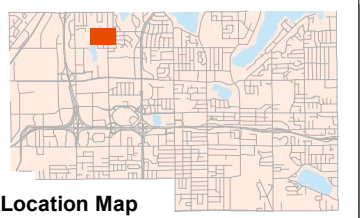
42 The property owner will be billed for actual and administrative costs. If charges are not paid, staff will
43 recover costs as specified in Section 407.07B.

44

Prepared by: Dave Englund, Building Official

Attachment: A: Map of 2970 Mildred Dr N.
B: Timeline of Staff actions
C: Cited City Code Sections
D: Staff Correspondence and Photos

2970 Mildred Dr



Location Map

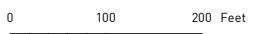


Prepared by:
Community Development Department
Printed: October 21, 2019



Data Sources
 * Ramsey County GIS Base Map (9/4/2019)
 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.



2970 Mildred Drive N

ATTACHMENT B

October 8, 2019

- Staff confirmed vehicle and outside storage violations on property.
- Door hanger posted on property

October 18, 2019

- Site Visit showed vehicles and outside storage remain in violation.
- A letter was mailed to property stating violations and timeframe for compliance.

October 24, 2019

- Staff made contact with grandson of property owner on site.
- Staff explained violations.
- Staff hand delivered hearing notice to occupant.

October 5, 2019

- Staff received a complaint regarding outside storage and inoperable vehicles.

November 4, 2019

- Hearing before Roseville City Council



CITED CITY CODE SECTIONS

1 **407.02: NUISANCES AFFECTING PUBLIC COMFORT OR REPOSE:**

- 2 G. Parking and Storage: The outside parking or storage on residentially-zoned property of
3 vehicles, materials, supplies or equipment in violation of the provisions set forth:
4 2. Storage on Property: No person may place, store or allow the placement or
5 storage of the following, in the front yard or unscreened street facing side yard of a
6 corner lot of any residential zoned area:
7 c. Vehicles of any type in inoperable condition
8
9 4. Vehicle Parking, General: No person shall cause, undertake, permit or allow the
10 outside parking and storage of vehicles in residentially-zoned property, unless it
11 complies with the following requirements:
12
13 b. Vehicles must be owned by a person who is a legal resident of that
14 property and continuously maintain current registration and licensure
15

16 **407.03: NUISANCES AFFECTING PUBLIC HEALTH AND SAFETY:**

- 17 I. Junk: The outside piling, storing or keeping of old machinery, furniture, household
18 furnishings or appliances or component parts thereof, rusting metal inoperable/unusable
19 equipment, or other debris visible on private or public property.
20

21 **407.04: VEHICLES CONSTITUTING A PUBLIC NUISANCE:**

- 22 A. Abandoned, Junk and Inoperable Vehicles Create Hazard: Abandoned, junk and inoperable
23 vehicles are declared to be a public nuisance creating hazard to the health and safety of the
24 public because they invite plundering, create fire hazards, attract vermin, and present
25 physical dangers to the safety and well-being of children and other citizens. The
26 accumulation and outside storage of such vehicles is in the nature of rubbish, litter and
27 unsightly debris and is a blight on the landscape and a detriment to the environment. It shall
28 be unlawful for a person to pile, store or keep wrecked, junked, inoperable or abandoned
29 vehicles on private or public property.
30
31 D. Vehicles Without Current Registration: Except where expressly permitted by state law, any
32 vehicle or other equipment, which requires registration for operation in the State of
33 Minnesota, shall be deemed to be junked, inoperable or abandoned if said vehicle does not
34 have attached thereto a valid registration issued by the proper State agency. (Ord. 1288, 8-4-
35 2003)
36

2970



Attachment D

October 18, 2019

Case #: ENF19-705

Richard E Martin Trustee
Effie M Martin Trustee
2970 Mildred Dr
Roseville, MN 55113

Dear Resident /Property Owner,

The City previously notified you on October 8, 2019, that your property was in violation of Roseville's City Code. A re-inspection of the property on October 18, 2019 revealed that the initial request has not been fully complied with. Specifically:

- Unlicensed and inoperable vehicles stored outside in the driveway.
- Vehicles partially stored on unimproved surfaces.
- Outside storage of materials and equipment.

These are violations of Roseville's City Code, specifically:

- **407.02 G & 407.04 D** which require all vehicles stored outside on property display current licensure / registration, be in operable condition, and be stored fully on improved surfaces (concrete, asphalt, or pavers).
- **407.03 I** - which prohibits the outside piling, storing or keeping of old machinery, furniture, household furnishings or appliances or component parts thereof, rusting metal inoperable/unusable equipment, or other debris visible on private or public property.

Corrective Measures:

Please make the following corrections within **5 days** of the date of this letter and keep continuously maintained in compliance thereafter:

- Display current licensure / registration on vehicles stored outside on property, move unlicensed vehicles to storage inside of a structure, or remove unlicensed vehicles from property.
- Bring all vehicles in driveway to an operable condition, move inoperable vehicles to storage inside of a structure, or remove inoperable vehicles from property.
- Move materials and equipment stored outside to a location inside of a structure or remove materials and equipment from property.

If the violations listed are not corrected within **5 days** of the date of this letter and continuously maintained in compliance thereafter, the City will move forward with further action, including the possibility of an **administrative citation or abatement proceedings, which could entail the expenditure of funds for which you, as the property owner, would be responsible to repay.**



Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7014 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

October 24, 2019

Case #: ENF19-705

Richard E Martin Trustee
Effie M Martin Trustee
2970 Mildred Dr
Roseville, MN 55113

Dear Occupant and Property Owner of Record:

This correspondence is in regards to ongoing public nuisance violations at the above referenced property. Our records indicate the property is owned by you. Because our records identify the violations have not been corrected, the City of Roseville intends to hold a public hearing before City Council to discuss a possible City abatement.

On October 7, 2019 and October 18, 2019 notices were posted or sent identifying public nuisance violations and requesting your property be brought into compliance. An inspection on October 24, 2019, revealed that the violation(s) had not been corrected.

The ongoing violations include:

- Unlicensed vehicles stored outside on property.
- Inoperable vehicles stored outside on property.
- Vehicles partially stored on unimproved surfaces.
- Outside storage of materials and equipment.

Therefore, this matter will be discussed at a public hearing before Roseville's City Council. At this public hearing, the Community Development Department will request authority from the City Council to perform a City abatement and contract with private companies to have all violations corrected. This would entail the expenditure of funds for which you, as the property owner, would be responsible to repay. If the violations are corrected, by you, prior to the public hearing date, the public hearing will be cancelled and the case file closed.

This public hearing has been scheduled for the November 4, 2019, City Council meeting. City Council meetings are held in the City Council Chambers located at 2660 Civic Center Drive and begin at 6:00 p.m. I encourage you to attend this meeting. You will be given the opportunity to speak. If you have any questions regarding this matter, please contact me at 651-792-7087.

Sincerely,

Dave Englund, Codes Coordinator
651-792-7087
david.englund@cityofroseville.com





REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 9.a

Department Approval

City Manager Approval

Item Description: Approve Payments

1 **BACKGROUND**

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

Check Series #	Amount
ACH Payments	\$560,277.32
94661-94814	\$1,582,544.99
Total	\$2,142,822.31

5
6 A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to be
7 appropriate for the goods and services received.

8 **POLICY OBJECTIVE**

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

10 **FINANCIAL IMPACTS**

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

13 **STAFF RECOMMENDATION**

14 Staff recommends approval of all payment of claims.

15 **REQUESTED COUNCIL ACTION**

16 Motion to approve the payment of claims as submitted

17
18 Prepared by: Jason Schirmacher, Interim Finance Director

19 Attachments: A: Checks for Approval

20

Accounts Payable

Checks for Approval

User: mary.jenson
 Printed: 10/29/2019 - 8:41 AM

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/16/2019	Golf Course	Operating Supplies	Sams Club-CC	518.26
0	10/16/2019	Golf Course	Operating Supplies	Party City-CC	81.85
0	10/16/2019	Recreation Fund	Operating Supplies	Sams Club-CC	30.47
0	10/16/2019	Recreation Fund	Operating Supplies	Sams Club-CC	30.47
0	10/16/2019	General Fund	Operating Supplies	Target- CC	17.16
0	10/16/2019	General Fund	Operating Supplies	UPS Store- CC	78.02
0	10/16/2019	General Fund	Operating Supplies	Walmart-CC	105.08
0	10/16/2019	Recreation Fund	Professional Services	MN Zoo-CC	164.00
0	10/16/2019	Telecommunications	Memberships & Subscriptions	Star Tribune-CC	19.99
0	10/16/2019	General Fund	Operating Supplies	Staples-CC	179.88
0	10/16/2019	General Fund	Operating Supplies	Best Buy- CC	76.22
0	10/16/2019	General Fund	Operating Supplies	Speedway-CC	6.29
0	10/16/2019	General Fund	Operating Supplies	Walmart-CC	4.23
0	10/16/2019	Recreation Fund	Operating Supplies	Walmart-CC	17.51
0	10/16/2019	Recreation Fund	Operating Supplies	Hobby Lobby-CC	13.26
0	10/16/2019	Recreation Fund	Operating Supplies	Office Depot- CC	91.33
0	10/16/2019	General Fund	Operating Supplies	Menards-CC	38.44
0	10/16/2019	General Fund Donations	K-9 - Supplies	Whistle-CC	9.95
0	10/16/2019	License Center	Conferences	L&B Minnesota Grill-CC	43.43
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Sherwin Williams - CC	326.54
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	North Hgts Hardware Hank-CC	126.34
0	10/16/2019	Recreation Fund	Operating Supplies	UPS Store- CC	15.40
0	10/16/2019	General Fund	Operating Supplies	Target- CC	43.17
0	10/16/2019	General Fund	Operating Supplies	Home Depot- CC	-43.34
0	10/16/2019	General Fund	Volunteer Recognition	Dunkin Donuts-CC	46.03
0	10/16/2019	Recreation Fund	Operating Supplies	Cub Foods- CC	67.06
0	10/16/2019	Golf Course	Operating Supplies	Target- CC	78.68
0	10/16/2019	General Fund	Training	Speedway-CC	9.98
0	10/16/2019	License Center	Operating Supplies	Pakor-CC	1,176.45
0	10/16/2019	License Center	Postage	USPS-CC	514.50
0	10/16/2019	General Fund	Operating Supplies	Home Depot- CC	47.01
0	10/16/2019	General Fund	Operating Supplies	Amazon.com- CC	30.49
0	10/16/2019	General Fund	Operating Supplies	Cub Foods- CC	34.95
0	10/16/2019	Recreation Fund	Office Supplies	Amazon.com- CC	49.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/16/2019	Sanitary Sewer	Operating Supplies	Suburban Ace Hardware-CC	8.76
0	10/16/2019	IT: Other Agency Operational	Contract Maintenance	Network Solutions- CC	31.98
0	10/16/2019	General Fund	Operating Supplies	Staples-CC	24.67
0	10/16/2019	Golf Course	Vehicle Supplies & Maintenance	NAPA Auto Parts-CC	3.43
0	10/16/2019	Golf Course	Operating Supplies	Restaurant Depot- CC	452.80
0	10/16/2019	Golf Course	Merchandise For Sale	Restaurant Depot- CC	130.07
0	10/16/2019	Recreation Fund	Operating Supplies	Fastenal-CC	195.37
0	10/16/2019	General Fund	Training	Don Julio-CC	30.77
0	10/16/2019	Recreation Fund	Operating Supplies	Suburban Ace Hardware-CC	16.10
0	10/16/2019	General Fund	Operating Supplies	Suburban Ace Hardware-CC	18.23
0	10/16/2019	License Center	Office Supplies	Office Depot- CC	41.06
0	10/16/2019	P & R Contract Maintenance	Professional Services	Glass And Mirror-CC	1,975.00
0	10/16/2019	General Fund	Operating Supplies	Amazon.com- CC	82.79
0	10/16/2019	General Fund	Conferences	MN GFOA-CC	210.00
0	10/16/2019	Golf Course	Operating Supplies	Target- CC	30.24
0	10/16/2019	Golf Course	Vehicle Supplies & Maintenance	Menards-CC	30.68
0	10/16/2019	General Fund	Memberships & Subscriptions	MNSCU-CC	150.00
0	10/16/2019	General Fund	Vehicle Supplies & Maintenance	Snap On-CC	86.43
0	10/16/2019	General Fund	Operating Supplies	Walmart-CC	10.41
0	10/16/2019	Recreation Fund	Operating Supplies	Kully-CC	87.45
0	10/16/2019	General Fund	Memberships & Subscriptions	Fire Recruit-CC	49.00
0	10/16/2019	General Fund	Conferences	MNSCIA-CC	410.00
0	10/16/2019	General Fund	Miscellaneous	Cub Foods- CC	40.63
0	10/16/2019	Recreation Fund	Operating Supplies	Cub Foods- CC	67.39
0	10/16/2019	Recreation Fund	Operating Supplies	Cub Foods- CC	24.01
0	10/16/2019	General Fund	Operating Supplies	Blinds.com-CC	33.81
0	10/16/2019	Contracted Engineering Svcs	Telephone	Itune-CC	1.98
0	10/16/2019	Police Vehicle Revolving	Operating Supplies	Emergency Auto-CC	480.00
0	10/16/2019	Golf Course	Operating Supplies	Target- CC	30.04
0	10/16/2019	Golf Course	Operating Supplies	Frattallones-CC	15.01
0	10/16/2019	Recreation Fund	Operating Supplies	PayPal-CC	34.35
0	10/16/2019	General Fund	Office Supplies	Office Depot- CC	78.69
0	10/16/2019	General Fund	Op Supplies - City Hall	Suburban Ace Hardware-CC	20.95
0	10/16/2019	General Fund	Operating Supplies	Uline-CC	135.86
0	10/16/2019	General Fund	Training	NLPOA-CC	250.00
0	10/16/2019	General Fund	Operating Supplies	Amazon.com- CC	56.40
0	10/16/2019	General Fund	Operating Supplies	Cub Foods- CC	61.44
0	10/16/2019	Recreation Fund	Operating Supplies	Walmart-CC	34.69
0	10/16/2019	General Fund	Clothing	Under Armour-CC	70.00
0	10/16/2019	General Fund	Miscellaneous	Caribou Coffee- CC	29.76
0	10/16/2019	General Fund	Operating Supplies	Great Scrape-CC	21.46
0	10/16/2019	General Fund	Operating Supplies	Speedway-CC	9.98
0	10/16/2019	Water Fund	Operating Supplies	Amvan-CC	1,894.78
0	10/16/2019	Water Fund	Operating Supplies	Walgreens-CC	10.73

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/16/2019	Recreation Fund	Operating Supplies	Network Solutions- CC	29.98
0	10/16/2019	General Fund	Training	Lifesavers-CC	76.04
0	10/16/2019	Recreation Fund	Professional Services	Vertical Endeavors-CC	271.85
0	10/16/2019	Recreation Fund	Transportation	Parking Ramp-CC	6.24
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Menards-CC	133.95
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Suburban Ace Hardware-CC	12.99
0	10/16/2019	Recreation Fund	Utilities	Comcast-CC	298.14
0	10/16/2019	General Fund	Operating Supplies	Amazon.com- CC	57.00
0	10/16/2019	Recreation Fund	Operating Supplies	Amazon.com- CC	144.10
0	10/16/2019	Boulevard Landscaping	Operating Supplies	Suburban Ace Hardware-CC	57.96
0	10/16/2019	Water Fund	Operating Supplies	Suburban Ace Hardware-CC	11.98
0	10/16/2019	General Fund	Training	BCA-CC	2,280.00
0	10/16/2019	Recreation Fund	Operating Supplies	Maplewood Comm, Center-CC	85.00
0	10/16/2019	General Fund	Operating Supplies City Garage	Target- CC	16.10
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Gertens Greenhouses-CC	235.68
0	10/16/2019	Recreation Fund	Operating Supplies	Cub Foods- CC	27.94
0	10/16/2019	General Fund	Operating Supplies	CPR Tech- CC	10.00
0	10/16/2019	General Fund	Vehicle Supplies & Maintenance	PI Variables-CC	415.00
0	10/16/2019	General Fund	Advertising	ELGL-CC	25.00
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Bachman's-CC	315.61
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Walmart-CC	128.72
0	10/16/2019	License Center	Memberships & Subscriptions	Secretary of State-CC	120.00
0	10/16/2019	General Fund	Operating Supplies	Costco-CC	155.26
0	10/16/2019	General Fund	Memberships & Subscriptions	Volgistics-CC	173.00
0	10/16/2019	General Fund	Advertising	ICMA - CC	225.00
0	10/16/2019	General Fund	Vehicle Supplies & Maintenance	Snap On-CC	314.35
0	10/16/2019	General Fund	Operating Supplies	Walmart-CC	30.32
0	10/16/2019	General Fund	Operating Supplies	Walmart-CC	14.33
0	10/16/2019	Recreation Fund	Operating Supplies	Flaherty's Bowl-CC	87.56
0	10/16/2019	Recreation Fund	Operating Supplies	Menards-CC	27.48
0	10/16/2019	Recreation Fund	Operating Supplies	North Hgts Hardware Hank-CC	16.00
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Dollar Tree-CC	10.74
0	10/16/2019	General Fund	Employee Recognition	Byerly's- CC	69.99
0	10/16/2019	Recreation Fund	Operating Supplies	St. Paul Park & Rec-CC	40.00
0	10/16/2019	Police Forfeiture Fund	Professional Services	Rogue Fitness-CC	642.93
0	10/16/2019	General Fund	Training	MN Fire Svc Cert Board-CC	800.00
0	10/16/2019	Golf Course	Merchandise For Sale	Restaurant Depot- CC	164.79
0	10/16/2019	General Fund	Advertising	Governing.com - CC	50.00
0	10/16/2019	P & R Contract Maintenance	Operating Supplies	Menards-CC	31.55
0	10/16/2019	Recreation Fund	Operating Supplies	Dairy Queen-CC	17.14
Check Total:					19,155.66
0	10/17/2019	Community Development	Professional Services	WSB & Associates, Inc.	331.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/17/2019	Recreation Fund	Training	R & R Specialties of Wisconsin, Inc	190.00
0	10/17/2019	Water Fund	Operating Supplies	Ferguson Waterworks #2518	292.60
0	10/17/2019	Community Development	Conferences	Bryan Lloyd	179.80
0	10/17/2019	Community Development	Conferences	Bryan Lloyd	329.27
0	10/17/2019	Recreation Fund	Conferences	Lonnie Brokke	1,530.25
0	10/17/2019	Community Development	Electrical Inspections	Tokle Inspections, Inc.	12,757.92
0	10/17/2019	General Fund	Flex Spending Day Care		960.00
0	10/17/2019	Contracted Engineering Svcs	Deposits	Forest Lake Contracting, Inc.	45,000.00
0	10/17/2019	Water Fund	Clothing	Bob Luger	184.98
0	10/17/2019	Recreation Fund	Professional Services	Elizabeth Fletcher	554.40
0	10/17/2019	General Fund	Training	Alan Stefani	17.40
0	10/17/2019	General Fund	Contract Maintenance	Mister Car Wash-Car Wash Partners, Inc.	7.00
0	10/17/2019	EDA Operating Fund	Professional Services	Center for Energy and Environment	225.00
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	McMaster-Carr Supply Co	19.44
0	10/17/2019	Community Development	Office Supplies	Greenhaven Printing	39.00
0	10/17/2019	General Fund	Contract Maint. - City Hall	Yale Mechanical, LLC	1,160.77
0	10/17/2019	Recreation Fund	Operating Supplies	Fikes, Inc.	425.20
0	10/17/2019	Recreation Fund	Operating Supplies	Fikes, Inc.	291.60
0	10/17/2019	IT: Other Agency Operational	Internet Charges	Cologix, Inc	550.10
0	10/17/2019	Information Technology	Internet	Cologix, Inc	48.75
0	10/17/2019	General Fund	Contract Maint. - City Hall	Adam's Pest Control Inc	123.60
0	10/17/2019	General Fund	Contract Maintenance	Adam's Pest Control Inc	224.72
0	10/17/2019	General Fund	Contract Maint.- Old City Hall	Adam's Pest Control Inc	85.32
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	22.60
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	23.70
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	79.60
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	52.15
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	34.99
0	10/17/2019	Sanitary Sewer	Utilities	Xcel Energy	1,142.46
0	10/17/2019	General Fund	Utilities - City Hall	Xcel Energy	5,326.00
0	10/17/2019	General Fund	Utilities - Old City Hall	Xcel Energy	218.88
0	10/17/2019	General Fund	Utilities - City Garage	Xcel Energy	126.26
0	10/17/2019	Recreation Fund	Utilities	Xcel Energy	531.40
0	10/17/2019	License Center	Utilities	Xcel Energy	640.19
0	10/17/2019	General Fund	Motor Fuel	Mansfield Oil Company of Gainesville, Inc.	7,698.80
0	10/17/2019	General Fund	Motor Fuel	Mansfield Oil Company of Gainesville, Inc.	4,155.16
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Kath Fuel Oil Service, Inc.	83.13
0	10/17/2019	General Fund	Operating Supplies	ARAMARK Services	125.35
0	10/17/2019	Recreation Fund	Operating Supplies	Park Supply of America, Inc.	1.00
0	10/17/2019	IT: Roseville Capital	Minor Equipment	SHI International Corp	365.00
0	10/17/2019	Risk Management	Professional Services	Samba Holdings Inc	29.50
0	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Fastenal Company Inc.	161.15
0	10/17/2019	Community Development	Office Supplies	Innovative Office Solutions	59.65
0	10/17/2019	Community Development	Operating Supplies	Innovative Office Solutions	94.44

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/17/2019	License Center	Office Supplies	Innovative Office Solutions	204.78
0	10/17/2019	General Fund	Office Supplies	Innovative Office Solutions	69.42
0	10/17/2019	General Fund	Office Supplies	Innovative Office Solutions	271.97
0	10/17/2019	General Fund	Operating Supplies	Innovative Office Solutions	67.79
0	10/17/2019	General Fund	Office Supplies	Innovative Office Solutions	191.96
Check Total:					87,305.95
0	10/23/2019	Police Grants	PERA Employer Share	PERA-Non Bank	114.35
0	10/23/2019	Police Grants	PERA Employee Ded	PERA-Non Bank	82.10
0	10/23/2019	Police Grants	PERA Employer Share	PERA-Non Bank	2.71
0	10/23/2019	Police Grants	MN State Retirement	MSRS-Non Bank	14.13
0	10/23/2019	Police Grants	MNDCP Def Comp	Great West- Non Bank	29.00
0	10/23/2019	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	12.01
0	10/23/2019	Police Grants	FICA Employers Share	IRS EFTPS- Non Bank	16.63
0	10/23/2019	Police Grants	State Income Tax	MN Dept of Revenue-Non Bank	43.33
0	10/23/2019	Police Grants	Federal Income Tax	IRS EFTPS- Non Bank	106.13
0	10/23/2019	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	16.63
0	10/23/2019	Police Grants	FICA Employee Ded.	IRS EFTPS- Non Bank	12.01
0	10/23/2019	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	271.57
0	10/23/2019	Water Fund	State Income Tax	MN Dept of Revenue-Non Bank	879.46
0	10/23/2019	Sanitary Sewer	MN State Retirement	MSRS-Non Bank	151.63
0	10/23/2019	Sanitary Sewer	MNDCP Def Comp	Great West- Non Bank	134.50
0	10/23/2019	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	213.86
0	10/23/2019	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	213.86
0	10/23/2019	Sanitary Sewer	FICA Employers Share	IRS EFTPS- Non Bank	914.46
0	10/23/2019	Sanitary Sewer	FICA Employee Ded.	IRS EFTPS- Non Bank	914.46
0	10/23/2019	Sanitary Sewer	Federal Income Tax	IRS EFTPS- Non Bank	1,344.67
0	10/23/2019	Sanitary Sewer	State Income Tax	MN Dept of Revenue-Non Bank	670.47
0	10/23/2019	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	439.66
0	10/23/2019	Contracted Engineering Svcs	PERA Employee Ded	PERA-Non Bank	439.66
0	10/23/2019	Contracted Engineering Svcs	PERA Employer Share	PERA-Non Bank	67.64
0	10/23/2019	Contracted Engineering Svcs	MNDCP Def Comp	Great West- Non Bank	115.00
0	10/23/2019	Contracted Engineering Svcs	MN State Retirement	MSRS-Non Bank	67.64
0	10/23/2019	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	97.02
0	10/23/2019	Contracted Engineering Svcs	FICA Employee Ded.	IRS EFTPS- Non Bank	414.85
0	10/23/2019	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	414.85
0	10/23/2019	Contracted Engineering Svcs	Federal Income Tax	IRS EFTPS- Non Bank	795.55
0	10/23/2019	Contracted Engineering Svcs	FICA Employers Share	IRS EFTPS- Non Bank	97.02
0	10/23/2019	Contracted Engineering Svcs	State Income Tax	MN Dept of Revenue-Non Bank	347.36
0	10/23/2019	Golf Course	MNDCP Def Comp	Great West- Non Bank	50.00
0	10/23/2019	Community Development	PERA Employer Share	PERA-Non Bank	2,526.12
0	10/23/2019	Community Development	PERA Employee Ded	PERA-Non Bank	2,526.12
0	10/23/2019	Community Development	PERA Employer Share	PERA-Non Bank	388.64

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/23/2019	Community Development	MNDCP Def Comp	Great West- Non Bank	845.00
0	10/23/2019	Community Development	MN State Retirement	MSRS-Non Bank	374.14
0	10/23/2019	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	985.69
0	10/23/2019	Sanitary Sewer	PERA Employer Share	PERA-Non Bank	151.63
0	10/23/2019	Sanitary Sewer	PERA Employee Ded	PERA-Non Bank	985.69
0	10/23/2019	Telecommunications	PERA Employer Share	PERA-Non Bank	485.95
0	10/23/2019	Telecommunications	PERA Employer Share	PERA-Non Bank	74.77
0	10/23/2019	Telecommunications	PERA Employee Ded	PERA-Non Bank	485.95
0	10/23/2019	Telecommunications	MNDCP Def Comp	Great West- Non Bank	360.00
0	10/23/2019	Telecommunications	MN State Retirement	MSRS-Non Bank	74.77
0	10/23/2019	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	108.35
0	10/23/2019	Telecommunications	FICA Employers Share	IRS EFTPS- Non Bank	463.33
0	10/23/2019	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	108.35
0	10/23/2019	Telecommunications	Federal Income Tax	IRS EFTPS- Non Bank	494.86
0	10/23/2019	Telecommunications	FICA Employee Ded.	IRS EFTPS- Non Bank	463.33
0	10/23/2019	Telecommunications	State Income Tax	MN Dept of Revenue-Non Bank	267.52
0	10/23/2019	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	271.57
0	10/23/2019	Water Fund	FICA Employers Share	IRS EFTPS- Non Bank	1,161.12
0	10/23/2019	Water Fund	Federal Income Tax	IRS EFTPS- Non Bank	1,893.92
0	10/23/2019	Water Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	1,161.12
0	10/23/2019	Water Fund	MNDCP Def Comp	Great West- Non Bank	260.00
0	10/23/2019	Water Fund	MN State Retirement	MSRS-Non Bank	182.63
0	10/23/2019	Golf Course	Federal Income Tax	IRS EFTPS- Non Bank	742.87
0	10/23/2019	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	133.46
0	10/23/2019	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	133.46
0	10/23/2019	Golf Course	FICA Employers Share	IRS EFTPS- Non Bank	570.58
0	10/23/2019	Golf Course	MN State Retirement	MSRS-Non Bank	65.31
0	10/23/2019	Golf Course	PERA Employer Share	PERA-Non Bank	65.31
0	10/23/2019	Golf Course	PERA Employee Ded	PERA-Non Bank	424.53
0	10/23/2019	Golf Course	PERA Employer Share	PERA-Non Bank	424.53
0	10/23/2019	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	555.71
0	10/23/2019	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	2,376.19
0	10/23/2019	Community Development	FICA Employers Share	IRS EFTPS- Non Bank	555.71
0	10/23/2019	Community Development	FICA Employee Ded.	IRS EFTPS- Non Bank	2,376.19
0	10/23/2019	Community Development	Federal Income Tax	IRS EFTPS- Non Bank	4,093.50
0	10/23/2019	Community Development	State Income Tax	MN Dept of Revenue-Non Bank	1,868.58
0	10/23/2019	Water Fund	PERA Employer Share	PERA-Non Bank	1,186.96
0	10/23/2019	Water Fund	PERA Employer Share	PERA-Non Bank	182.63
0	10/23/2019	Water Fund	PERA Employee Ded	PERA-Non Bank	1,186.96
0	10/23/2019	Golf Course	State Income Tax	MN Dept of Revenue-Non Bank	388.81
0	10/23/2019	Golf Course	FICA Employee Ded.	IRS EFTPS- Non Bank	570.58
0	10/23/2019	Information Technology	PERA Employer Share	PERA-Non Bank	586.29
0	10/23/2019	Information Technology	PERA Employee Ded	PERA-Non Bank	3,810.77
0	10/23/2019	Information Technology	PERA Employer Share	PERA-Non Bank	3,810.77

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/23/2019	Information Technology	MNDCP Def Comp	Great West- Non Bank	200.00
0	10/23/2019	Information Technology	MN State Retirement	MSRS-Non Bank	586.29
0	10/23/2019	Recreation Fund	PERA Employer Share	PERA-Non Bank	543.56
0	10/23/2019	Recreation Fund	PERA Employee Ded	PERA-Non Bank	3,533.05
0	10/23/2019	General Fund	PERA Employer Share	PERA-Non Bank	1,106.79
0	10/23/2019	General Fund	PERA Employee Ded	PERA-Non Bank	34,220.49
0	10/23/2019	General Fund	PERA Employer Share	PERA-Non Bank	47,684.95
0	10/23/2019	License Center	PERA Employer Share	PERA-Non Bank	2,657.83
0	10/23/2019	License Center	PERA Employer Share	PERA-Non Bank	408.89
0	10/23/2019	License Center	PERA Employee Ded	PERA-Non Bank	2,657.83
0	10/23/2019	License Center	MNDCP Def Comp	Great West- Non Bank	1,330.00
0	10/23/2019	License Center	MN State Retirement	MSRS-Non Bank	1,285.51
0	10/23/2019	License Center	MN State Retirement	MSRS-Non Bank	408.89
0	10/23/2019	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	2,537.49
0	10/23/2019	License Center	Federal Income Tax	IRS EFTPS- Non Bank	3,161.36
0	10/23/2019	License Center	FICA Employee Ded.	IRS EFTPS- Non Bank	593.45
0	10/23/2019	License Center	FICA Employers Share	IRS EFTPS- Non Bank	2,537.49
0	10/23/2019	License Center	FICA Employers Share	IRS EFTPS- Non Bank	593.45
0	10/23/2019	License Center	State Income Tax	MN Dept of Revenue-Non Bank	1,658.59
0	10/23/2019	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	1,596.45
0	10/23/2019	P & R Contract Maintenance	PERA Employer Share	PERA-Non Bank	245.62
0	10/23/2019	P & R Contract Maintenance	PERA Employee Ded	PERA-Non Bank	1,596.45
0	10/23/2019	Recreation Fund	MNDCP Def Comp	Great West- Non Bank	1,678.41
0	10/23/2019	Recreation Fund	MN State Retirement	MSRS-Non Bank	453.72
0	10/23/2019	Information Technology	Federal Income Tax	IRS EFTPS- Non Bank	5,864.64
0	10/23/2019	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	832.42
0	10/23/2019	Information Technology	FICA Employers Share	IRS EFTPS- Non Bank	3,559.20
0	10/23/2019	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	3,559.20
0	10/23/2019	Information Technology	FICA Employee Ded.	IRS EFTPS- Non Bank	832.42
0	10/23/2019	Information Technology	State Income Tax	MN Dept of Revenue-Non Bank	2,591.93
0	10/23/2019	Charitable Gambling	PERA Employer Share	PERA-Non Bank	9.30
0	10/23/2019	Charitable Gambling	PERA Employer Share	PERA-Non Bank	1.43
0	10/23/2019	Charitable Gambling	PERA Employee Ded	PERA-Non Bank	9.30
0	10/23/2019	Charitable Gambling	MN State Retirement	MSRS-Non Bank	1.43
0	10/23/2019	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	9.45
0	10/23/2019	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	2.21
0	10/23/2019	Charitable Gambling	FICA Employee Ded.	IRS EFTPS- Non Bank	2.21
0	10/23/2019	Charitable Gambling	FICA Employers Share	IRS EFTPS- Non Bank	9.45
0	10/23/2019	Charitable Gambling	Federal Income Tax	IRS EFTPS- Non Bank	10.23
0	10/23/2019	Charitable Gambling	State Income Tax	MN Dept of Revenue-Non Bank	5.80
0	10/23/2019	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	229.50
0	10/23/2019	P & R Contract Maintenance	MNDCP Def Comp	Great West- Non Bank	620.00
0	10/23/2019	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	1,487.82
0	10/23/2019	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	347.96

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/23/2019	P & R Contract Maintenance	FICA Employers Share	IRS EFTPS- Non Bank	1,487.82
0	10/23/2019	P & R Contract Maintenance	FICA Employee Ded.	IRS EFTPS- Non Bank	347.96
0	10/23/2019	General Fund	MNDCP Def Comp	Great West- Non Bank	9,488.80
0	10/23/2019	P & R Contract Maintenance	Federal Income Tax	IRS EFTPS- Non Bank	2,203.86
0	10/23/2019	P & R Contract Maintenance	State Income Tax	MN Dept of Revenue-Non Bank	1,100.60
0	10/23/2019	P & R Contract Maintenance	MN State Retirement	MSRS-Non Bank	238.87
0	10/23/2019	General Fund	MN State Retirement	MSRS-Non Bank	4,876.87
0	10/23/2019	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	5,100.75
0	10/23/2019	General Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	6,722.52
0	10/23/2019	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	5,100.75
0	10/23/2019	General Fund	Federal Income Tax	IRS EFTPS- Non Bank	36,307.40
0	10/23/2019	General Fund	FICA Employers Share	IRS EFTPS- Non Bank	6,722.52
0	10/23/2019	General Fund	State Income Tax	MN Dept of Revenue-Non Bank	16,462.67
0	10/23/2019	Storm Drainage	State Income Tax	MN Dept of Revenue-Non Bank	521.23
0	10/23/2019	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	157.99
0	10/23/2019	Storm Drainage	FICA Employee Ded.	IRS EFTPS- Non Bank	675.50
0	10/23/2019	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	675.50
0	10/23/2019	Storm Drainage	Federal Income Tax	IRS EFTPS- Non Bank	1,133.72
0	10/23/2019	Storm Drainage	FICA Employers Share	IRS EFTPS- Non Bank	157.99
0	10/23/2019	Storm Drainage	MN State Retirement	MSRS-Non Bank	109.88
0	10/23/2019	Storm Drainage	MNDCP Def Comp	Great West- Non Bank	69.74
0	10/23/2019	Storm Drainage	PERA Employer Share	PERA-Non Bank	714.21
0	10/23/2019	Storm Drainage	PERA Employer Share	PERA-Non Bank	109.88
0	10/23/2019	Storm Drainage	PERA Employee Ded	PERA-Non Bank	714.21
0	10/23/2019	Recreation Fund	Federal Income Tax	IRS EFTPS- Non Bank	4,888.71
0	10/23/2019	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	876.76
0	10/23/2019	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	876.76
0	10/23/2019	Recreation Fund	FICA Employers Share	IRS EFTPS- Non Bank	3,748.92
0	10/23/2019	Recreation Fund	PERA Employer Share	PERA-Non Bank	3,533.05
0	10/23/2019	Recreation Fund	FICA Employee Ded.	IRS EFTPS- Non Bank	3,748.92
0	10/23/2019	Recreation Fund	State Income Tax	MN Dept of Revenue-Non Bank	2,311.57
0	10/23/2019	Solid Waste Recycle	State Income Tax	MN Dept of Revenue-Non Bank	57.05
0	10/23/2019	Solid Waste Recycle	PERA Employee Ded	PERA-Non Bank	66.83
0	10/23/2019	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	10.28
0	10/23/2019	Solid Waste Recycle	Federal Income Tax	IRS EFTPS- Non Bank	113.77
0	10/23/2019	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	67.48
0	10/23/2019	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	15.77
0	10/23/2019	Solid Waste Recycle	FICA Employee Ded.	IRS EFTPS- Non Bank	15.77
0	10/23/2019	Solid Waste Recycle	FICA Employers Share	IRS EFTPS- Non Bank	67.48
0	10/23/2019	Solid Waste Recycle	MN State Retirement	MSRS-Non Bank	10.28
0	10/23/2019	Solid Waste Recycle	PERA Employer Share	PERA-Non Bank	66.83

Check Total:

307,654.42

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/23/2019	General Fund	ICMA Def Comp	ICMA Retirement Trust 457-300227	2,777.03
0	10/23/2019	Sanitary Sewer	ICMA Def Comp	ICMA Retirement Trust 457-300227	35.00
0	10/23/2019	Golf Course	ICMA Def Comp	ICMA Retirement Trust 457-300227	175.00
0	10/23/2019	Water Fund	ICMA Def Comp	ICMA Retirement Trust 457-300227	65.00
0	10/23/2019	Recreation Fund	ICMA Def Comp	ICMA Retirement Trust 457-300227	500.00
0	10/23/2019	Community Development	ICMA Def Comp	ICMA Retirement Trust 457-300227	1,125.46
0	10/23/2019	Information Technology	ICMA Def Comp	ICMA Retirement Trust 457-300227	225.00
0	10/23/2019	Storm Drainage	ICMA Def Comp	ICMA Retirement Trust 457-300227	52.51
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Force America, Inc.	316.46
0	10/23/2019	General Fund	Conferences	Jason Schirmacher	162.40
0	10/23/2019	General Fund	Training	Brady Martin	30.58
0	10/23/2019	General Fund	Operating Supplies	Corey Yunke	100.00
0	10/23/2019	Boulevard Landscaping	Operating Supplies	Culligan Bottled Water, Inc.	276.51
0	10/23/2019	General Fund	Transportation	Phil Weix	172.26
0	10/23/2019	General Fund	Operating Supplies	Ted Larson	11.96
0	10/23/2019	General Fund	Conferences	Katy Coyle	162.40
0	10/23/2019	General Fund	Flex Spending Health		164.71
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Zarnoth Brush Works, Inc.	38.40
0	10/23/2019	General Fund	Flex Spending Day Care		435.00
0	10/23/2019	P & R Contract Maintenance	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	462.63
0	10/23/2019	P & R Contract Maintenance	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	167.71
0	10/23/2019	P & R Contract Maintenance	Vehicle Supplies & Maintenance	MTI Distributing, Inc.	380.97
0	10/23/2019	General Fund	Contract Maint - Vehicles	Mister Car Wash-Car Wash Partners, Inc.	95.20
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	-49.28
0	10/23/2019	General Fund	Operating Supplies	Forms & Systems of Minnesota	3,059.25
0	10/23/2019	EDA Operating Fund	Professional Services	Center for Energy and Environment	1,800.00
0	10/23/2019	General Fund	Printing	Greenhaven Printing	593.00
0	10/23/2019	Telecommunications	Professional Services	North Suburban Access Corp	1,221.27
0	10/23/2019	P & R Contract Maintenance	Operating Supplies	Fikes, Inc.	848.65
0	10/23/2019	P & R Contract Maintenance	Operating Supplies	Fikes, Inc.	48.00
0	10/23/2019	General Fund	Contract Maint.- Old City Hall	Adam's Pest Control Inc	85.32
0	10/23/2019	Recreation Fund	Services	Roseville Area Schools	8.00
0	10/23/2019	Recreation Fund	Printing	Roseville Area Schools	210.78
0	10/23/2019	Recreation Fund	Printing	Roseville Area Schools	176.62
0	10/23/2019	Recreation Fund	Services	Roseville Area Schools	210.78
0	10/23/2019	Recreation Fund	Services	Roseville Area Schools	105.39
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	4.73
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	FleetPride Truck & Trailer Parts	69.12
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	197.83
0	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Factory Motor Parts, Co.	29.71
0	10/23/2019	Recreation Fund	Utilities	Xcel Energy	643.43
0	10/23/2019	Golf Course	Utilities	Xcel Energy	896.81
0	10/23/2019	Golf Course	Use Tax Payable	Xcel Energy	-57.69
0	10/23/2019	P & R Contract Maintenance	Utilities	Xcel Energy	4,976.29

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
0	10/23/2019	Storm Drainage	Utilities	Xcel Energy	2,165.21
0	10/23/2019	Recreation Fund	Utilities	Xcel Energy	13,249.17
0	10/23/2019	General Fund	Utilities	Xcel Energy	1,891.68
0	10/23/2019	Water Fund	Utilities	Xcel Energy	3,763.68
0	10/23/2019	P & R Contract Maintenance	Clothing	Corporate Connection, Inc.	176.99
0	10/23/2019	Water Fund	Operating Supplies	Aggregate Industries-MWR, Inc.	399.62
0	10/23/2019	License Center	Minor Equipment	SHI International Corp	868.00
0	10/23/2019	Fire Vehicles Revolving	Minor Equipment	SHI International Corp	106.00
0	10/23/2019	General Fund	Clothing	Streicher's	36.99
0	10/23/2019	General Fund	Contract Maintenance	City of St. Paul	112.50
0	10/23/2019	General Fund	Training	City of St. Paul	225.00
0	10/23/2019	General Fund	Training	City of St. Paul	507.00
0	10/23/2019	Police - DWI Enforcement	Professional Services	Emergency Automotive Tech Inc	4,385.00
0	10/23/2019	Police Vehicle Revolving	Vehicles & Equipment	Emergency Automotive Tech Inc	10,795.10
0	10/23/2019	Water Fund	Water Booster St. Ph. 2	Magney Construction, Inc.	83,921.65
0	10/23/2019	Boulevard Landscaping	Operating Supplies	Tessman Company	547.50
				Check Total:	146,161.29
94661	10/17/2019	Community Development	Deposits	Accent Homes, Inc.	1,000.00
94661	10/17/2019	Contracted Engineering Svcs	Deposits	Accent Homes, Inc.	5,235.00
				Check Total:	6,235.00
94662	10/17/2019	Recreation Fund	Professional Services	Ads on Boards	450.00
				Check Total:	450.00
94663	10/17/2019	Information Technology	Fiber Maintenance & Locates	Arvig, Inc.	280.00
				Check Total:	280.00
94664	10/17/2019	General Fund	Contract Maint - Vehicles	Astleford International Trucks	1,597.04
94664	10/17/2019	General Fund	Contract Maint - Vehicles	Astleford International Trucks	1,737.71
				Check Total:	3,334.75
94665	10/17/2019	License Center	Memberships & Subscriptions	BCA	33.24
				Check Total:	33.24
94666	10/17/2019	Sanitary Sewer	Building & Structures	Bolton & Menk, Inc.	660.00
94666	10/17/2019	Sanitary Sewer	Galtier Lift Station	Bolton & Menk, Inc.	173.00
				Check Total:	833.00
94667	10/17/2019	Recreation Fund	Fee Program Revenue	Angela Cain	125.00
				Check Total:	125.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
94668	10/17/2019	IT: Other Agency Operational	PSTN-PRI Access/DID Allocation	CenturyLink	311.53	
94668	10/17/2019	Information Technology	Telephone	CenturyLink	77.89	
94668	10/17/2019	IT: Other Agency Operational	PSTN-PRI Access/DID Allocation	CenturyLink	128.83	
94668	10/17/2019	Information Technology	Telephone	CenturyLink	32.21	
94668	10/17/2019	IT: Other Agency Operational	PSTN-PRI Access/DID Allocation	CenturyLink	68.85	
94668	10/17/2019	Information Technology	Telephone	CenturyLink	17.21	
					Check Total:	636.52
94669	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Cintas Corporation	29.80	
					Check Total:	29.80
94670	10/17/2019	Information Technology	Internet	Comcast	1,473.92	
					Check Total:	1,473.92
94671	10/17/2019	Information Technology	Internet	Comcast	91.90	
					Check Total:	91.90
94672	10/17/2019	Water Fund	Operating Supplies	Commercial Asphalt Co	1,133.78	
94672	10/17/2019	General Fund	Operating Supplies	Commercial Asphalt Co	1,360.42	
94672	10/17/2019	Storm Drainage	Operating Supplies	Commercial Asphalt Co	2,034.19	
					Check Total:	4,528.39
94673	10/17/2019	Police Vehicle Revolving	Vehicles & Equipment	DVS Renewal	1,677.00	
					Check Total:	1,677.00
94674	10/17/2019	TIF District #17-Twin Lakes	Professional Services	Ehlers & Associates, Inc.	735.00	
94674	10/17/2019	Community Development	2720 Fairview Escrow	Ehlers & Associates, Inc.	1,953.76	
94674	10/17/2019	Community Development	2720 Fairview - Apartment	Ehlers & Associates, Inc.	1,953.76	
94674	10/17/2019	Community Development	Development Escrow	Ehlers & Associates, Inc.	3,960.00	
94674	10/17/2019	Community Development	Development Escrow	Ehlers & Associates, Inc.	3,960.00	
94674	10/17/2019	Community Development	2501 Fairview Redevelopment	Ehlers & Associates, Inc.	1,843.75	
94674	10/17/2019	Community Development	SRPB Strategic Housing LLC	Ehlers & Associates, Inc.	2,433.75	
94674	10/17/2019	Community Development	Development Escrow	Ehlers & Associates, Inc.	2,433.75	
94674	10/17/2019	HRA Operating Fund	Prof. Svcs (Ehlers)	Ehlers & Associates, Inc.	147.50	
					Check Total:	19,421.27
94675	10/17/2019	Water Fund	Operating Supplies	F M Trucking Co. Inc	329.70	
					Check Total:	329.70
94676	10/17/2019	Recreation Fund	Temporary Employees	Alex Fairfield-Johnson	224.25	
94676	10/17/2019	Recreation Fund	Temporary Employees	Alex Fairfield-Johnson	580.75	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	805.00
94677	10/17/2019	General Fund	Op Supplies - City Hall	Ferguson Enterprises Inc #1657	598.00
				Check Total:	598.00
94678	10/17/2019	Recreation Fund	Fee Program Revenue	Amy Gordon	125.00
				Check Total:	125.00
94679	10/17/2019	Recreation Fund	Professional Services	Anna Green	192.00
				Check Total:	192.00
94680	10/17/2019	Recreation Fund	Operating Supplies	Ice Sports Industry	4.00
				Check Total:	4.00
94681	10/17/2019	EDA Operating Fund	Professional Services	Kennedy & Graven, Chartered	1,190.00
94681	10/17/2019	EDA Operating Fund	Professional Services	Kennedy & Graven, Chartered	129.50
94681	10/17/2019	Community Development	Colder Products Escrow	Kennedy & Graven, Chartered	260.00
94681	10/17/2019	Community Development	2720 Fairview - Apartment	Kennedy & Graven, Chartered	1,386.75
94681	10/17/2019	Community Development	2720 Fairview Escrow	Kennedy & Graven, Chartered	1,386.75
				Check Total:	4,353.00
94682	10/17/2019	Water Fund	Accounts Payable	RICHARD KUETTEL	80.18
				Check Total:	80.18
94683	10/17/2019	IT: Other Agency Operational	Internet Charges	Level 3 Communications. LLC	1,330.51
94683	10/17/2019	Information Technology	Internet	Level 3 Communications. LLC	117.90
				Check Total:	1,448.41
94684	10/17/2019	General Fund	Miscellaneous	Lockridge Grindal Nauen P.L.L.P.	2,500.00
				Check Total:	2,500.00
94685	10/17/2019	General Fund	Conferences	MAMA	25.00
				Check Total:	25.00
94686	10/17/2019	Central Svcs Equip Revolving	Rental - Office Machines	Marco Technologies	7,066.97
				Check Total:	7,066.97
94687	10/17/2019	IT: Other Agency Operational	Minor Equipment	Marco Technologies, LLC	1,740.70
				Check Total:	1,740.70
94688	10/17/2019	General Fund	Contract Maint. - City Hall	McGough Facility Management, LLC	21.58

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	21.58
94689	10/17/2019	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	262,513.70
				Check Total:	262,513.70
94690	10/17/2019	General Fund	Training	Midwest Training Associates, LLC	300.00
94690	10/17/2019	General Fund	Training	Midwest Training Associates, LLC	300.00
				Check Total:	600.00
94691	10/17/2019	Information Technology	Professional Services	MN BCA	631.75
				Check Total:	631.75
94692	10/17/2019	Water Fund	Accounts Payable	Mn Dept of Commerce	2,267.29
94692	10/17/2019	HRA Operating Fund	Payment to Owners	Mn Dept of Commerce	240.00
94692	10/17/2019	Recreation Fund	Transportation	Mn Dept of Commerce	7.48
94692	10/17/2019	Recreation Fund	Professional Services	Mn Dept of Commerce	48.00
94692	10/17/2019	Recreation Fund	Fee Program Revenue	Mn Dept of Commerce	25.00
				Check Total:	2,587.77
94693	10/17/2019	Community Development	Miscellaneous Revenue	MN Dept of Labor & Industry	-86.72
94693	10/17/2019	Community Development	Building Surcharge	MN Dept of Labor & Industry	4,343.43
				Check Total:	4,256.71
94694	10/17/2019	General Fund	Miscellaneous	MN Secretary of State	50.00
				Check Total:	50.00
94695	10/17/2019	Water Fund	Accounts Payable	DANIEL MORGAN	87.58
				Check Total:	87.58
94696	10/17/2019	Recreation Fund	Training	MRPA	35.00
				Check Total:	35.00
94697	10/17/2019	Community Development	Building Surcharge	New Tech Electric Systems	1.00
94697	10/17/2019	Community Development	General Miscellaneous	New Tech Electric Systems	1.00
94697	10/17/2019	Community Development	Electrical Permits	New Tech Electric Systems	120.00
94697	10/17/2019	Community Development	Technology Fee	New Tech Electric Systems	2.40
				Check Total:	124.40
94698	10/17/2019	IT: Other Agency Operational	Contract Maintenance	OPG-3, Inc.	885.50
				Check Total:	885.50

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
94699	10/17/2019	Storm Drainage	Telephone	Precise MRM, LLC	534.63
				Check Total:	534.63
94700	10/17/2019	Storm Drainage	Rental	Railroad Management Co. III, LLC	1,294.67
				Check Total:	1,294.67
94701	10/17/2019	General Fund	Deposits	Ramsey County Court Admin.	15,410.10
				Check Total:	15,410.10
94702	10/17/2019	Water Fund	Accounts Payable	GEORGE REILING	73.84
				Check Total:	73.84
94703	10/17/2019	Contracted Engineering Svcs	Deposits	Leah Retamozo	3,000.00
				Check Total:	3,000.00
94704	10/17/2019	Recreation Fund	Fee Program Revenue	Dave Sampica	150.00
94704	10/17/2019	Recreation Fund	Fee Program Revenue	Dave Sampica	100.00
				Check Total:	250.00
94705	10/17/2019	Storm Drainage	Repairs & Maintenance	Sandstrom Land Management, LLC	11,411.40
				Check Total:	11,411.40
94706	10/17/2019	Recreation Donations	Operating Supplies	Sherwin Williams Co.	91.84
				Check Total:	91.84
94707	10/17/2019	Water Fund	Accounts Payable	RITADHWAJA SINGH	65.89
				Check Total:	65.89
94708	10/17/2019	Water Fund	St. Paul Water	St. Paul Regional Water Services	401,908.12
94708	10/17/2019	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	179.70
94708	10/17/2019	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	176.15
94708	10/17/2019	Boulevard Landscaping	Operating Supplies	St. Paul Regional Water Services	151.30
				Check Total:	402,415.27
94709	10/17/2019	General Fund	Operating Supplies	Staples Advantage, Inc.	72.89
				Check Total:	72.89
94710	10/17/2019	Risk Management	Professional Services	Stericycle, Inc.	254.95
				Check Total:	254.95
94711	10/17/2019	Storm Drainage	Minor Equipment	Suburban Tire Wholesale, Inc.	1,680.94

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
94711	10/17/2019	Storm Drainage	Minor Equipment	Suburban Tire Wholesale, Inc.	-600.00	
94711	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	3,434.88	
94711	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	1,560.00	
94711	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	1,677.44	
94711	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	1,560.00	
					Check Total:	9,313.26
94712	10/17/2019	Water Fund	Training	SUSA	300.00	
					Check Total:	300.00
94713	10/17/2019	Water Fund	Miscellaneous Revenue	Ti-Zach Concrete	-40.00	
94713	10/17/2019	Water Fund	Water - Roseville Consumption	Ti-Zach Concrete	-129.15	
94713	10/17/2019	Water Fund	Hydrant Meter Deposits	Ti-Zach Concrete	1,100.00	
94713	10/17/2019	Water Fund	Sales Tax Payable	Ti-Zach Concrete	-9.52	
					Check Total:	921.33
94714	10/17/2019	General Fund	Vehicle Supplies & Maintenance	Truck Utilities, Inc.	186.90	
					Check Total:	186.90
94715	10/17/2019	Water Fund	Professional Services	Twin City Water Clinic, Inc.	600.00	
					Check Total:	600.00
94716	10/17/2019	Community Development	Professional Services	Verizon Wireless	53.45	
94716	10/17/2019	General Fund	Telephone	Verizon Wireless	29.06	
94716	10/17/2019	General Fund	Telephone	Verizon Wireless	175.05	
94716	10/17/2019	Water Fund	Telephone	Verizon Wireless	40.01	
94716	10/17/2019	Information Technology	Telephone	Verizon Wireless	469.37	
94716	10/17/2019	Recreation Fund	Telephone	Verizon Wireless	100.59	
94716	10/17/2019	P & R Contract Maintenance	Telephone	Verizon Wireless	315.15	
94716	10/17/2019	P & R Contract Maintenance	Telephone	Verizon Wireless	68.53	
					Check Total:	1,251.21
94717	10/17/2019	Water Fund	Accounts Payable	DAVID WEINMAN	179.92	
					Check Total:	179.92
94718	10/17/2019	IT: Other Agency Operational	Fiber Maint. & Locates	Zayo Group LLC	1,435.22	
94718	10/17/2019	Information Technology	Fiber Maintenance & Locates	Zayo Group LLC	3,379.34	
					Check Total:	4,814.56
94719	10/23/2019	General Fund	Contract Maint - Vehicles	Abra MN Roseville	5,973.33	

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	5,973.33
94720	10/23/2019	General Fund	Conferences	APMP-Attn: Kelly Dumais	40.00
94720	10/23/2019	General Fund	Conferences	APMP-Attn: Kelly Dumais	30.00
				Check Total:	70.00
94721	10/23/2019	General Fund	Clothing	Aspen Mills Inc.	42.00
94721	10/23/2019	General Fund	Clothing	Aspen Mills Inc.	291.70
				Check Total:	333.70
94722	10/23/2019	General Fund	Contract Maintenance	Atlas Business Solutions, Inc.	882.00
				Check Total:	882.00
94723	10/23/2019	Community Development	Deposits	Bald Eagle Builders	1,000.00
				Check Total:	1,000.00
94724	10/23/2019	Police Vehicle Revolving	Minor Equipment	Baycom, Inc	71.00
				Check Total:	71.00
94725	10/23/2019	General Fund	Contract Maintenance	BCA	840.00
				Check Total:	840.00
94726	10/23/2019	General Fund	Professional Services	BCA	104.25
				Check Total:	104.25
94727	10/23/2019	Community Development	Deposits	Brandl Anderson Homes	1,000.00
				Check Total:	1,000.00
94728	10/23/2019	Water Fund	Accounts Payable	RICHARD & JANICE BROWNLEE	83.24
				Check Total:	83.24
94729	10/23/2019	Water Fund	Accounts Payable	DIANE BULMER	69.15
				Check Total:	69.15
94730	10/23/2019	Water Fund	Accounts Payable	JOE BURKARD	225.87
				Check Total:	225.87
94731	10/23/2019	Recreation Fund	Professional Services	Bill Cagley	200.00
				Check Total:	200.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
94732	10/23/2019	General Fund	Memberships & Subscriptions	Capital City Firefighter's Association	50.00
				Check Total:	50.00
94733	10/23/2019	Water Fund	Accounts Payable	RYAN CAULFEILD	53.96
				Check Total:	53.96
94734	10/23/2019	IT: Other Agency Operational	PSTN-PRI Access/DID Allocation	CenturyLink	103.26
94734	10/23/2019	IT: Other Agency Operational	PSTN-PRI Access/DID Allocation	CenturyLink	61.63
94734	10/23/2019	IT: Other Agency Operational	PSTN-PRI Access/DID Allocation	CenturyLink	219.10
94734	10/23/2019	Information Technology	Telephone	CenturyLink	42.50
94734	10/23/2019	Information Technology	Telephone	CenturyLink	115.84
				Check Total:	542.33
94735	10/23/2019	P & R Contract Maintenance	Clothing	Cintas Corporation	1.94
94735	10/23/2019	P & R Contract Maintenance	Clothing	Cintas Corporation	1.94
94735	10/23/2019	General Fund	Clothing	Cintas Corporation	29.80
94735	10/23/2019	General Fund	Clothing	Cintas Corporation	29.80
				Check Total:	63.48
94736	10/23/2019	IT: Other Agency Operational	Internet Charges	City of North St. Paul	4,450.62
94736	10/23/2019	Information Technology	Internet	City of North St. Paul	394.38
94736	10/23/2019	IT: Other Agency Operational	Internet Charges	City of North St. Paul	551.16
94736	10/23/2019	Information Technology	Internet	City of North St. Paul	48.84
				Check Total:	5,445.00
94737	10/23/2019	Recreation Fund	Professional Services	The Cleaning Authority, Inc.	3,855.60
94737	10/23/2019	Recreation Fund	Professional Services	The Cleaning Authority, Inc.	3,855.60
				Check Total:	7,711.20
94738	10/23/2019	TIF District #17-Twin Lakes	Payment to Developer	Colder Products Company	321,120.10
				Check Total:	321,120.10
94739	10/23/2019	General Fund	Contract Maintenance	Comcast	108.00
				Check Total:	108.00
94740	10/23/2019	Community Development	Deposits	D Raab Construction	800.00
				Check Total:	800.00
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	2,078.21
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	1,785.71
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	1,785.71

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	1,785.71
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	2,078.21
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	2,078.21
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	2,078.21
94741	10/23/2019	Fire Vehicles Revolving	Minor Equipment	Dell Marketing, L.P.	2,078.21
Check Total:					15,748.18
94742	10/23/2019	General Fund	Professional Services	DLT Solutions, LLC	3,160.50
Check Total:					3,160.50
94743	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Emergency Medical Products, Inc.	547.30
Check Total:					547.30
94744	10/23/2019	Water Fund	Accounts Payable	HENRY ETTEN	51.71
Check Total:					51.71
94745	10/23/2019	P & R Contract Maintenance	Operating Supplies	Ferguson Enterprises Inc #1657	684.19
Check Total:					684.19
94746	10/23/2019	Water Fund	Operating Supplies	Fra-Dor Inc.	581.00
Check Total:					581.00
94747	10/23/2019	General Fund	Police Reserve Program	Galls, LLC	298.69
94747	10/23/2019	General Fund	Police Reserve Program	Galls, LLC	16.99
Check Total:					315.68
94748	10/23/2019	General Fund	Operating Supplies	Gary Carlson Equipment, Corp.	58.14
Check Total:					58.14
94749	10/23/2019	Water Fund	Accounts Payable	JAMES GRAY	79.53
Check Total:					79.53
94750	10/23/2019	Water Fund	Accounts Payable	GLEN GRONLUND	55.75
Check Total:					55.75
94751	10/23/2019	Storm Drainage	Professional Services	HR Green, Inc.	5,907.00
Check Total:					5,907.00
94752	10/23/2019	IT: Other Agency Operational	Contract Maintenance	Insight Public Sector, Inc.	211.94
94752	10/23/2019	Information Technology	Contract Maintenance	Insight Public Sector, Inc.	52.99

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	264.93
94753	10/23/2019	Recreation Fund	Professional Services	Kidcreate Studio	399.00
				Check Total:	399.00
94754	10/23/2019	Police Vehicle Revolving	Minor Equipment	Kiesler's Police Supply, Inc.	150.00
				Check Total:	150.00
94755	10/23/2019	Water Fund	Accounts Payable	ERIK KNUTSON	80.39
				Check Total:	80.39
94756	10/23/2019	General Fund	Professional Services	Language Line Services	150.67
				Check Total:	150.67
94757	10/23/2019	General Fund	Conferences	League of MN Cities	85.00
				Check Total:	85.00
94758	10/23/2019	Risk Management	Community Development Claims	League of MN Cities Ins Trust	2,180.00
				Check Total:	2,180.00
94759	10/23/2019	Police Grants	Life Ins. Employer	LINA	2.36
94759	10/23/2019	Police Grants	Long Term Disability	LINA	7.05
94759	10/23/2019	Water Fund	Life Ins. Employee	LINA	201.47
94759	10/23/2019	Sanitary Sewer	Life Ins. Employee	LINA	111.59
94759	10/23/2019	Sanitary Sewer	Long Term Disability	LINA	77.25
94759	10/23/2019	Contracted Engineering Svcs	Life Ins. Employee	LINA	18.00
94759	10/23/2019	Contracted Engineering Svcs	Long Term Disability	LINA	35.27
94759	10/23/2019	Contracted Engineering Svcs	Life Ins. Employer	LINA	9.35
94759	10/23/2019	Community Development	Long Term Disability	LINA	194.41
94759	10/23/2019	Community Development	Life Ins. Employee	LINA	208.97
94759	10/23/2019	Community Development	Life Ins. Employer	LINA	55.42
94759	10/23/2019	Sanitary Sewer	Life Ins. Employer	LINA	24.52
94759	10/23/2019	Telecommunications	Long Term Disability	LINA	39.60
94759	10/23/2019	Telecommunications	Life Ins. Employee	LINA	48.30
94759	10/23/2019	Telecommunications	Life Ins. Employer	LINA	10.35
94759	10/23/2019	Water Fund	Long Term Disability	LINA	89.66
94759	10/23/2019	Water Fund	Life Ins. Employer	LINA	33.37
94759	10/23/2019	Golf Course	Life Ins. Employer	LINA	9.60
94759	10/23/2019	Golf Course	Life Ins. Employee	LINA	139.48
94759	10/23/2019	Golf Course	Long Term Disability	LINA	35.38
94759	10/23/2019	Information Technology	Long Term Disability	LINA	305.69
94759	10/23/2019	Information Technology	Life Ins. Employee	LINA	185.30

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
94759	10/23/2019	Information Technology	Life Ins. Employer	LINA	90.35
94759	10/23/2019	Recreation Fund	Long Term Disability	LINA	207.68
94759	10/23/2019	Recreation Fund	Life Ins. Employee	LINA	134.30
94759	10/23/2019	General Fund	Life Ins. Employee	LINA	6.01
94759	10/23/2019	General Fund	Life Ins. Employee	LINA	2,090.10
94759	10/23/2019	General Fund	Long Term Disability	LINA	1,680.13
94759	10/23/2019	General Fund	Life Ins. Employer	LINA	483.40
94759	10/23/2019	License Center	Long Term Disability	LINA	119.17
94759	10/23/2019	License Center	Life Ins. Employer	LINA	41.93
94759	10/23/2019	License Center	Life Ins. Employee	LINA	135.00
94759	10/23/2019	Recreation Fund	Life Ins. Employer	LINA	61.63
94759	10/23/2019	P & R Contract Maintenance	Life Ins. Employer	LINA	44.38
94759	10/23/2019	P & R Contract Maintenance	Long Term Disability	LINA	122.95
94759	10/23/2019	P & R Contract Maintenance	Life Ins. Employee	LINA	42.00
94759	10/23/2019	Storm Drainage	Life Ins. Employee	LINA	38.55
94759	10/23/2019	Storm Drainage	Long Term Disability	LINA	57.77
94759	10/23/2019	Storm Drainage	Life Ins. Employer	LINA	18.71
94759	10/23/2019	Solid Waste Recycle	Life Ins. Employer	LINA	1.44
94759	10/23/2019	Solid Waste Recycle	Long Term Disability	LINA	5.58
Check Total:					7,223.47
94760	10/23/2019	General Fund	Contract Maint. - City Garage	Linn Building Maintenance	1,286.00
94760	10/23/2019	General Fund	Contract Maintenance	Linn Building Maintenance	1,038.00
94760	10/23/2019	General Fund	Contract Maint. - City Hall	Linn Building Maintenance	4,282.00
94760	10/23/2019	Recreation Fund	Contract Maintenance	Linn Building Maintenance	1,084.00
94760	10/23/2019	Recreation Fund	Contract Maintenance	Linn Building Maintenance	1,284.00
94760	10/23/2019	License Center	Contract Maintenance	Linn Building Maintenance	880.00
Check Total:					9,854.00
94761	10/23/2019	Water Fund	Accounts Payable	FRANCES LOBAIDO	73.93
Check Total:					73.93
94762	10/23/2019	Central Svcs Equip Revolving	Rental - Office Machines	Marco Technologies	5,758.55
Check Total:					5,758.55
94763	10/23/2019	General Fund	Professional Services	Martin McAllister, Inc.	550.00
Check Total:					550.00
94764	10/23/2019	Police Forfeiture Fund	Professional Services	Master Technology Group	1,712.84
Check Total:					1,712.84
94765	10/23/2019	Water Fund	Accounts Payable	CHARLES MATTSON	53.09

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	53.09
94766	10/23/2019	Sanitary Sewer	Metro Waste Control Board	Metropolitan Council	262,513.70
				Check Total:	262,513.70
94767	10/23/2019	P & R Contract Maintenance	Operating Supplies	MIDC Enterprises	45.54
				Check Total:	45.54
94768	10/23/2019	General Fund	Professional Services	Minnesota Occupational Health	472.00
				Check Total:	472.00
94769	10/23/2019	General Fund	Financial Support	MN Child Support Payment Center	307.33
				Check Total:	307.33
94770	10/23/2019	Police Forfeiture Fund	Deposits Held	MN Dept of Finance	1,039.40
				Check Total:	1,039.40
94771	10/23/2019	General Fund	Professional Services	MN Secretary of State-Notary	120.00
				Check Total:	120.00
94772	10/23/2019	Water Fund	Accounts Payable	ROBERT MOHAR	25.21
				Check Total:	25.21
94773	10/23/2019	Water Fund	Accounts Payable	JESSE MORAVEC	193.13
				Check Total:	193.13
94774	10/23/2019	Telecommunications	Printing	Murphy Creative Design	1,050.00
				Check Total:	1,050.00
94775	10/23/2019	IT: Other Agency Operational	Contract Maintenance	Nardini Fire Equipment Co, Inc	191.99
94775	10/23/2019	Information Technology	Contract Maintenance	Nardini Fire Equipment Co, Inc	17.01
				Check Total:	209.00
94776	10/23/2019	Public Works Vehicle Revolving	Vehicle Supplies & Maintenance	Newman Signs, Inc.	364.81
94776	10/23/2019	Public Works Vehicle Revolving	Vehicle Supplies & Maintenance	Newman Signs, Inc.	360.28
				Check Total:	725.09
94777	10/23/2019	Recreation Fund	Professional Services	Bob Nielsen	120.00
				Check Total:	120.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
94778	10/23/2019	Telecommunications	Memberships & Subscriptions	North Suburban Comm Commission	24,288.13
				Check Total:	24,288.13
94779	10/23/2019	Recreation Fund	Rental	On Site Companie-OSSTC	466.50
94779	10/23/2019	P & R Contract Maintenance	Rental	On Site Companie-OSSTC	200.00
				Check Total:	666.50
94780	10/23/2019	IT: Other Agency Capital	Minor Equipment	OPG-3, Inc.	884.61
				Check Total:	884.61
94781	10/23/2019	Water Fund	Accounts Payable	CYNTHIA PETERSON	58.35
				Check Total:	58.35
94782	10/23/2019	Contracted Engineering Svcs	Deposits	PHM Landscaping	1,000.00
				Check Total:	1,000.00
94783	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Pirtek Midway	21.59
				Check Total:	21.59
94784	10/23/2019	Recreation Fund	Professional Services	Rainbow Tree Care	582.75
				Check Total:	582.75
94785	10/23/2019	Storm Drainage	Contract Maint - Vehicles	Ramsey County	74.88
94785	10/23/2019	General Fund	Contract Maintenance	Ramsey County	277.68
94785	10/23/2019	General Fund	Contract Maint - Vehicles	Ramsey County	383.76
94785	10/23/2019	General Fund	Dispatching Services	Ramsey County	21,086.60
94785	10/23/2019	General Fund	Dispatching Services	Ramsey County	4,322.04
94785	10/23/2019	General Fund	Professional Services	Ramsey County	17,335.00
				Check Total:	43,479.96
94786	10/23/2019	Police Forfeiture Fund	Deposits Held	Ramsey County Attorney	2,078.80
94786	10/23/2019	Police - DWI Enforcement	Deposits	Ramsey County Attorney	597.30
				Check Total:	2,676.10
94787	10/23/2019	General Fund	Vehicle Supplies & Maintenance	RDO Equipment	53.94
				Check Total:	53.94
94788	10/23/2019	Water Fund	Accounts Payable	MICHAEL VANCE RICH	44.71
				Check Total:	44.71
94789	10/23/2019	Recreation Fund	Professional Services	Roselawn Stables	2,300.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	2,300.00
94790	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Roseville Chrysler Jeep Dodge	114.99
				Check Total:	114.99
94791	10/23/2019	Sanitary Sewer	City Hall Parking Lot	Sandstrom Land Management, LLC	1,524.81
94791	10/23/2019	Water Fund	City Hall Parking Lot	Sandstrom Land Management, LLC	1,524.82
94791	10/23/2019	P & R Contract Maintenance	Professional Services	Sandstrom Land Management, LLC	800.00
94791	10/23/2019	P & R Contract Maintenance	Professional Services	Sandstrom Land Management, LLC	800.00
				Check Total:	4,649.63
94792	10/23/2019	Community Development	Deposits	Scott Hansen Construction, LLC	1,000.00
				Check Total:	1,000.00
94793	10/23/2019	Water Fund	Contract Maintenance	Shaw Trucking, Inc.	3,450.00
				Check Total:	3,450.00
94794	10/23/2019	Water Fund	Accounts Payable	KAYLA SHOTTON	68.42
				Check Total:	68.42
94795	10/23/2019	License Center	Operating Supplies	Shred-It USA	423.34
				Check Total:	423.34
94796	10/23/2019	Recreation Fund	Professional Services	St. Anthony-New Brighton Comm. Svcs	167.65
				Check Total:	167.65
94797	10/23/2019	License Center	Transportation	Street Fleet	1,332.00
				Check Total:	1,332.00
94798	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Suburban Tire Wholesale, Inc.	260.16
				Check Total:	260.16
94799	10/23/2019	Recreation Fund	Professional Services	The Bug Zone, LLC	617.00
				Check Total:	617.00
94800	10/23/2019	Storm Drainage	Vehicles & Equipment	Titan Machinery	7,053.73
				Check Total:	7,053.73
94801	10/23/2019	Community Development	Deposits	TJB Homes, Inc.	800.00

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount
				Check Total:	800.00
94802	10/23/2019	General Fund	Professional Services	Trans Union, LLC	28.40
				Check Total:	28.40
94803	10/23/2019	General Fund	Professional Services	TransUnion Risk and Alternative	164.40
				Check Total:	164.40
94804	10/23/2019	General Fund	Vehicle Supplies & Maintenance	Tri State Bobcat, Inc	444.00
				Check Total:	444.00
94805	10/23/2019	Water Fund	Accounts Payable	THOMAS TRUMPER	196.04
				Check Total:	196.04
94806	10/23/2019	General Fund	Professional Services	Twin Cities Transport & Recove	130.00
				Check Total:	130.00
94807	10/23/2019	General Fund	Contract Maint. - City Hall	Twin City Garage Door Co.	385.00
				Check Total:	385.00
94808	10/23/2019	P & R Contract Maintenance	Operating Supplies	Universal Athletic Service, Inc.	600.00
				Check Total:	600.00
94809	10/23/2019	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	6,395.00
94809	10/23/2019	General Fund	Contract Maintenance	Upper Cut Tree Service	689.00
94809	10/23/2019	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	6,645.00
94809	10/23/2019	General Fund	Contract Maintenance	Upper Cut Tree Service	405.00
94809	10/23/2019	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	420.00
94809	10/23/2019	Recreation Fund	Professional Services	Upper Cut Tree Service	2,705.00
94809	10/23/2019	Recreation Fund	Professional Services	Upper Cut Tree Service	1,520.00
94809	10/23/2019	Recreation Fund	Professional Services	Upper Cut Tree Service	1,909.00
94809	10/23/2019	Recreation Fund	Professional Services	Upper Cut Tree Service	2,040.00
94809	10/23/2019	P & R Contract Maintenance	Professional Services	Upper Cut Tree Service	725.00
				Check Total:	23,453.00
94810	10/23/2019	Recreation Fund	Operating Supplies	US Bank	200.00
				Check Total:	200.00
94811	10/23/2019	Police Forfeiture Fund	Professional Services	Verizon Wireless	80.02
94811	10/23/2019	General Fund	Telephone	Verizon Wireless	920.25
94811	10/23/2019	General Fund	Telephone	Verizon Wireless	40.01

Check Number	Check Date	Fund Name	Account Name	Vendor Name	Amount	
94811	10/23/2019	P & R Contract Maintenance	Telephone	Verizon Wireless	163.51	
94811	10/23/2019	Police Forfeiture Fund	Professional Services	Verizon Wireless	50.75	
94811	10/23/2019	General Fund	Telephone	Verizon Wireless	1,900.54	
94811	10/23/2019	General Fund	Telephone	Verizon Wireless	145.21	
94811	10/23/2019	General Fund	Telephone	Verizon Wireless	570.84	
					Check Total:	3,871.13
94812	10/23/2019	Water Fund	Accounts Payable	KATHY WALEN	10.68	
					Check Total:	10.68
94813	10/23/2019	Water Fund	Accounts Payable	SUE WARNER	122.52	
					Check Total:	122.52
94814	10/23/2019	Community Development	Deposits	Zeman Construction	5,000.00	
					Check Total:	5,000.00
					Report Total:	2,142,822.31

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 9.b

Department Approval



City Manager Approval



Item Description: Approve 1 Precious Metal Dealer License.

1 **BACKGROUND**

2 Chapter 301 of the City Code requires all applications for business and other licenses to be submitted to the
3 City Council for approval. The following applications are submitted for consideration:

4
5 **Precious Metal Dealer License**

6 Wedding Day Diamonds
7 1747 County Road B2 West
8 Roseville, MN 55113

9
10 **POLICY OBJECTIVE**

11 Required by City Code

12 **FINANCIAL IMPACTS**

13 The correct fees were paid to the City at the time the application was made.

14 **STAFF RECOMMENDATION**

15 Staff has reviewed the application and has determined that the applicant meets all City requirements. Staff
16 recommends approval of the license, pending successful background checks.

17 **REQUESTED COUNCIL ACTION**

18 Motion to approve the Precious Metal Dealer License for Wedding Day Diamonds, contingent on successful
19 background checks.

Prepared by: Katie Bruno, Deputy City Clerk
Attachments: A: Application – Wedding Day Diamonds, Precious Metal Dealer

CITY OF ROSEVILLE
FINANCE DEPARTMENT, LICENSE DIVISION
APPLICATION FOR
PAWN SHOP AND PRECIOUS METALS DEALER

Part I - General Information

Expires 12-31-2020

NEW RENEWAL

Directions: Please complete the application with a 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: Wedding Day Diamonds
(Name of individual/partnership/corporation/association)

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

Full Name: Wedding Day Diamonds
Last First Middle
Business Address: 1747 County Road B2 West Roseville 55113
Street City State ZIP
Business Telephone: 952 204 9263

3. Type of Applicant:
 Individual Partnership Corporation Association
 Other (Please explain): _____

4. Type of License Applicant Seeks:

- Pawn Shop \$10,000 per year
- * Precious Metal Dealer \$10,000 per year
- Pawn Shop & Precious Metal Dealer \$13,000 per year

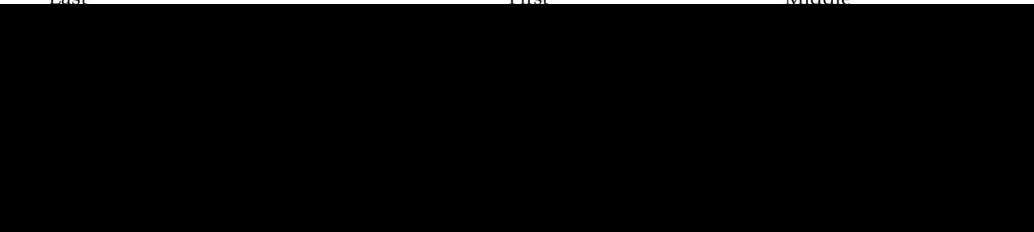
5. Please provide the following information of the manager, proprietor, or other agent in charge of the individual's, corporation's or association's premises to be licensed:

Name: Keith Melissa C
Last First Middle

Date of Birth:

Personal Address:

Personal Telephone:



6. If applicant is an individual (If not, skip to next section):

Name: _____
Last First Middle

Date of Birth: _____

Personal Address: _____
Street City State ZIP

Personal Telephone: _____

Business Address: _____
Street City State ZIP

Business Telephone: _____

7. If applicant is a partnership, list information for each member with an interest in the partnership and indicate who will be the managing partner (If not, skip to next section):

The managing partner will be: _____

A. Name: _____
Last First Middle

Date of Birth: _____ Interest _____ %

Personal Address: _____
Street City State ZIP

Personal Telephone: _____

Business Address: _____
Street City State ZIP

Business Telephone: _____

8. If the applicant is a corporation or association, give the following information (If not, skip to next section):

A. Name of Corporation/Association: Marquis Jewelers, Inc. (Joel) DBA: Wedding Day Diamonds

State of Incorporation or Association: MN

Branch Address: 8320 Crystal View Road Eden Prairie MN 55344
Street City State ZIP

Branch Telephone Number: 952-832-5212

Home Office Address: 8320 Crystal View Road Eden Prairie MN 55344
Street City State ZIP

Home Office Telephone Number: 952-832-5212

B. Please provide the following information for all officers of the corporation or association:

President:

Name: Nasifoglu Unit
Last First Middle

Date of Birth:

Personal Address:

Personal Telephone:



Vice President

Name: Nasifoglu None NA
Last First Middle

Date of Birth:

Personal Address:

Personal Telephone:

Street City State ZIP

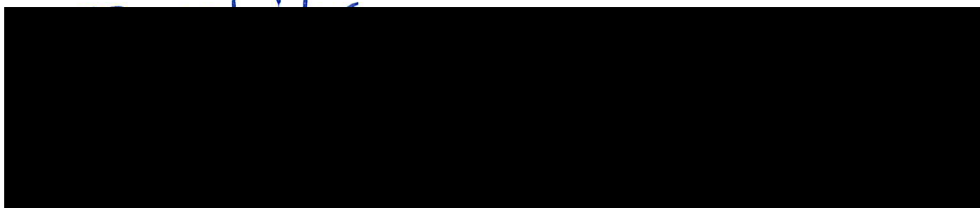
Secretary

Name: Nasifoglu Enym
Last First Middle

Date of Birth:

Personal Address:

Personal Telephone:



Treasurer

Name:

Last NA First Middle

Date of Birth: _____

Personal Address: _____

Street City State ZIP

Personal Telephone: _____

C. Please provide the following information for all persons who singly or together with their spouse and his or her parents, brothers, sisters, or children, own or control an interest in said corporation or association in excess of five (5) percent:

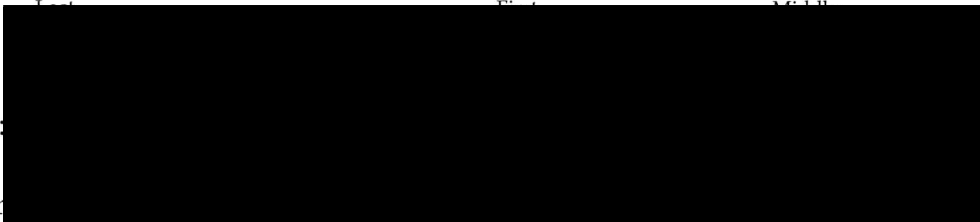
1. Name:

Last Nasr/Seglu First Unit Middle

Date of Birth: _____

Personal Address: _____

Personal Telephone: _____



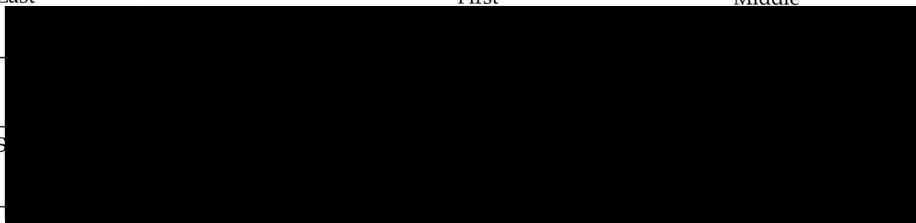
2. Name:

Last Nasr/Seglu First Dean Middle

Date of Birth: _____

Personal Address: _____

Personal Telephone: _____



3. Name:

Last First Middle

Date of Birth: _____ Interest _____ %

Personal Address: _____

Street City State ZIP

Personal Telephone: _____

4. Name:

Last First Middle

Date of Birth: _____ Interest _____ %

Personal Address: _____

Street City State ZIP

Personal Telephone: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 9.c

Department Approval



City Manager Approval



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

BACKGROUND

City Code section 103.05 establishes the requirement that all general purchases or contracts in excess of \$5,000 be separately approved by the City Council, independent of the budget process or other statutory purchasing requirements. In addition, State Statutes generally require the Council to authorize the sale of surplus vehicles and equipment. *Attachment A-1* includes a list of items submitted for Council review and approval.

Staff will note that unless noted otherwise, all items contained in this report were previously identified and included in the adopted budget or Capital Improvement Plan (CIP) submitted for Council review during the most recent budget cycle. This information package included a CIP Project/Initiative summary which identified the type of purchase, estimated cost, funding source, and other supporting narrative. Where applicable, these project/initiative summaries are included with *Attachment A-2*.

Attachment B includes a summary-to-date of the CIP purchases for 2019.

POLICY OBJECTIVE

Required under City Code 103.05.

FINANCIAL IMPACTS

Funding for all items is provided for in the current budget or through pre-funded capital replacement funds.

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

Motion to approve the submitted purchases or contracts for services and where applicable; the sale/trade-in of surplus items.

Prepared by: Jason Schirmacher, Assistant Finance Director
Attachments: A1: Over \$5,000 Items for Purchase or Sale/Trade-in
A2: CIP Project/Initiative summary (if applicable)
B: 2019 CIP Purchase Summary

Attachment A-1

General Purchases or Contracts

<u>Division</u>	<u>Vendor</u>	<u>Description</u>	<u>Key</u>	<u>Budget Amount</u>	<u>P.O. Amount</u>	<u>Budget / CIP</u>
Information Tech	Software House International	Email Threat Protection	(a)	\$ 42,000	\$ 42,735	Budget
Police	Dodge of Burnsville, Inc	3 - 2020 Dodge Chargers	(b)	\$ 168,805	\$ 77,954	CIP
Water Services	White Bear Mitsubishi	2019 Mitsubishi Outlander ES	(c)	\$ 30,000	\$ 30,235	CIP

Key

- (a) Annual billing for email threat protection services. The amount shown is for all Metro I-Net agencies. Roseville's share is \$6,656.
- (b) Includes 3 Police Sedans, 2 marked squad cars and 1 unmarked vehicle
- (c) The Outlander will be the City's first electric plugin hybrid vehicle

Sale of Surplus Vehicles or Equipment

<u>Division</u>	<u>Description</u>	<u>Key</u>	<u>Est. Sale / Trade-In Amount</u>
Water	2005 Ford Taurus		\$ 1,314

Department/Division: **Police Department**
Project/Initiative Title: Vehicle Replacements
Total Estimated Cost: \$168,805
Funding Source: Police Vehicle & Equipment Fund (*Property Taxes*)
Annual Operating Budget Impact: N/A

Project/Initiative Description:

The Police Department generally replaces marked squad cars every three years and unmarked vehicles every 10 years. The decision on whether to replace a vehicle is based on each individual vehicle's age, mileage, overall condition, and potential re-sale value.

Due to the health of the current patrol fleet, for 2020, a total of three marked squads and one unmarked vehicle are scheduled for replacement. Money recouped from selling retired police vehicles is the funding source used to purchase the unmarked vehicle and not the current CIP.

Location:

Not applicable.

Department/Division:	Water Services
Project/Initiative Title:	Vehicle Replacements
Total Estimated Cost:	\$75,000
Funding Source:	Water Replacement Fund (<i>Fees</i>)
Annual Operating Budget Impact:	N/A

Project/Initiative Description:

Continuing with the practice of replacing vehicles and equipment in a timely manner to reduce maintenance costs and down time and to maximize the trade in or resale value of the asset, Public Works is proposing to replace the following:

- #222 Utilities Superintendent Pickup Truck - \$30,000
- #213 Water Utility Mobile Workshop Van - \$40,000
- #236 Trailer - \$5,000

Location:

Water Tower

City of Roseville

2019 Summary of Scheduled CIP Items

Updated October 30, 2019

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
Administration					
Voting Equipment		\$ -	\$ -	\$ 12,831	\$ (12,831)
Finance					
Software Acquisition	10/22/2018	45,000	70,000	9,296	60,704
Central Services					
Copier & Postage Machine Lease		-	82,000	70,561	11,439
Police					
Marked Squad Car Replacements	1/14/2019	118,865	165,000	226,029	(61,029)
Unmarked Vehicle Replacement	1/14/2019	25,702	24,000	25,702	(1,702)
Unmarked Vehicle Replacement	9/12/2019	25,120	-	25,120	(25,120)
Marked Squad Car Replacements	11/4/2019	25,618	-	-	-
Marked Squad Car Replacements	11/4/2019	25,618	-	-	-
Unmarked Vehicle Replacement	11/4/2019	26,718	-	-	-
Vehicle Tools & Equipment		-	21,680	16,008	5,672
Vehicle/Body-Worn Cameras		-	1,000	-	1,000
Sidearms, Long-Guns, Non-Lethal Equip.		-	9,350	24,507	(15,157)
Tactical Gear		-	6,500	3,148	3,352
Crime Scene Equipment		-	3,000	-	3,000
Radio Equipment	1/14/2019	28,210	26,000	28,210	(2,210)
Office Equipment		-	7,400	-	7,400
Office Furniture		-	2,100	-	2,100
Fire					
Medic Unit		-	105,000	140,944	(35,944)
Apparatus IT Equipment		-	26,000	7,034	18,966
Portable and mobile radios		-	20,000	8,231	11,770
Personal Protective Equipment		-	40,000	49,998	(9,998)
Hose nozzles		-	12,000	-	12,000
Air Monitoring Equipment		-	5,000	-	5,000
Rescue/Training Equipment		-	6,500	-	6,500
Conference Room Furnitures		-	5,000	-	5,000
Training Room Equipment		-	4,500	-	4,500
Second Floor Washer/Dryer		-	1,400	-	1,400
Public Works					
#109 Dump Truck	1/7/2019	195,363	200,000	177,956	22,044
#143 Portable Line Striper	4/22/2019	7,497	10,000	7,497	2,503
#111 Bobcat, Hydro Hammer	1/7/2019	6,115	8,000	6,115	1,886
Street Signs		-	10,000	3,987	6,013
Large Format Scanner	1/28/2019	7,785	10,000	7,800	2,200
Tire Changer	1/7/2019	13,839	15,000	13,839	1,161
Vehicle Analyzer Update		-	1,000	-	1,000
Jib Crane		-	7,500	-	7,500
Parks & Recreation					
#510 Water Truck	2/25/2019	41,701	65,000	-	65,000
Replace 1996 Ford Tractor		-	41,000	-	41,000
Zero Turn Mower (1999)	1/7/2019	9,897	9,500	9,897	(397)
#520 Single Axle Trailer (1997)		-	5,000	-	5,000

City of Roseville

2019 Summary of Scheduled CIP Items

Updated October 30, 2019

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
General Facility Improvements					
Heat Recovery Unit (Maint)	2/25/2019	88,850	90,000	88,850	1,150
HVAC Controls (Maint)	2/25/2019	18,218	20,000	18,218	1,782
Flooring (Maint.)	4/22/2019	9,472	15,000	9,472	5,528
Roof Rehab/Replace (Park Maint.)	2/25/2019	86,110	120,000	86,110	33,890
Fuel System Tank Replacement		-	220,000	-	220,000
Gymnastics Center Equipment		-	6,500	-	6,500
Arena: Dehumidification		-	95,000	-	95,000
Arena: Restroom Remodel		-	80,000	-	80,000
OVAL: Micro Processors		-	20,000	-	20,000
OVAL: Zamboni (2003)	1/7/2019	134,708	140,000	-	140,000
Fire Station Security System		-	3,000	-	3,000
Fire Station Air Monitoring Sensors		-	9,000	-	9,000
Information Technology					
Computers (Notebooks, Desktop, Mobile)		-	49,450	-	49,450
Monitor/Display		-	8,745	-	8,745
MS Office License		-	11,700	-	11,700
Desktop Printers/Copiers/Scanners		-	18,200	-	18,200
Network Switches/Routers (Roseville)	10/21/2019	16,947	18,000	-	18,000
Servers - Host - Shared (5)		-	60,000	-	60,000
Storage Area Network Nodes- Shared (8)	Various	46,163	95,000	56,073	38,927
Power/UPS - Server Room & Closets		-	19,700	-	19,700
Surveillance Cameras (53)		-	9,180	-	9,180
Fiber Network Extension		-	27,500	-	27,500
Park Improvements					
Playground Areas		-	125,000	-	125,000
PIP Items	Various	56,363	200,000	54,094	145,906
Natural Resources		-	40,000	-	40,000
Street Improvements					
Mill & Overlay		-	1,100,000	382,593	717,407
Street Lighting					
Signal Pole Painting		-	20,000	22,011	(2,011)
Pathways & Parking Lots					
General Repairs/Improvements		-	180,000	27,669	152,331
City Hall Parking Lot		-	500,000	291,697	208,303
Nature Center Parking Lot		-	20,000	-	20,000
Communications					
Conference Room Equipment		-	5,000	-	5,000
General Audio/Visual Equip		-	5,000	-	5,000
Council Chambers		-	12,000	-	12,000
License Center					
General Office Equipment		-	4,800	-	4,800
Facility Improvements (TBD)		-	-	29,947	(29,947)
Community Development					
Inspections Vehicle		-	23,000	-	23,000
Computer/Monitor Replacements		-	2,500	5,260	(2,760)
Office Furniture		-	1,000	-	1,000

City of Roseville

2019 Summary of Scheduled CIP Items

Updated October 30, 2019

	<u>Council Approval</u>	<u>P.O. Amount</u>	<u>Budget Amount</u>	<u>YTD Actual</u>	<u>Difference</u>
MSA Streets					
General MSA Improvements		-	770,000	170,542	599,458
Co.Rd. C West to Long Lake Road		-	500,000	-	500,000
I35W Managed Lane Storm Sewer		-	25,000	-	25,000
Water					
#222 F150 4x4		-	30,000	-	30,000
#213 Utility Mobile Workshop Van	9/24/2018	26,850	40,000	26,850	13,150
Replace/Upgrade SCADA System		-	35,000	-	35,000
#236 Trailer		-	5,000	-	5,000
Transit Cargo Van	3/25/2019	24,858	30,000	24,858	5,142
Asset Management System		-	30,000	-	30,000
Booster Station Rehabilitation		-	900,000	675,262	224,738
Water main replacement		-	100,000	18,933	81,067
Sanitary Sewer					
Water Truck	2/25/2019	41,701	60,000	7,813	52,188
Replace/Upgrade SCADA System		-	35,000	1,116	33,884
Asset Management System		-	30,000	-	30,000
Galtier Lift Station Rehab		-	50,000	-	50,000
Fernwood Lift Station Rehab		-	540,000	58,270	481,730
Sewer main repairs		-	900,000	1,120,334	(220,334)
I & I reduction		-	30,000	-	30,000
Storm Sewer					
#103 Ford F350 w/Plow	1/7/2019	61,064	65,000	36,768	28,232
#122 Wheel Loader	10/22/2018	217,223	220,000	217,057	2,943
#130 Steamer	2/11/2019	17,538	20,000	17,538	2,462
#165 5-ton Trailer	7/22/2019	15,708	15,000	-	15,000
Replace/Upgrade SCADA System		-	35,000	4,823	30,177
Asset Management System		-	30,000	-	30,000
Pond improvements/Infiltration	Various	47,898	300,000	16,575	283,425
Storm Sewer Replacement/Rehabilitation	2/11/2019	48,400	400,000	30,994	369,006
Golf Course					
Greens Mowers		-	30,000	-	30,000
		-	-	-	-
Total - All Items			\$9,624,705	\$4,374,435	\$5,250,270

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 9.d

Department Approval



City Manager Approval



Item Description: Certify Unpaid Utility and Other Charges to the Property Tax Rolls

1 **BACKGROUND**

2 As authorized by City Code, Sections 506, 801, 802, and 906, the City annually certifies to the County
3 Auditor any unpaid false alarm, water, sewer, and other charges that are in excess of 90 days past due, for
4 collection on the following year's property taxes. Affected property owners are provided a hearing to
5 dispute any charges against their property.

6
7 Beginning in 2010, the City Council began approving certifications for delinquent utilities on a quarterly
8 basis. This ensures that any unpaid utilities are brought to the attention of new property owners in a more
9 timely fashion. It will also allow the City to record a lien against the property in the event that a property
10 goes into foreclosure and/or is being prepared for sale for other reasons.

11
12 Attached is the current list of delinquent charges. Payments (along with accrued interest) received in the
13 Finance Office prior to December 4, 2019 will be accepted and not levied on the 2020 property taxes.

14 **POLICY OBJECTIVE**

15 Certifying delinquent charges are required under City Code.

16 **FINANCIAL IMPACTS**

17 Not applicable.

18 **STAFF RECOMMENDATION**

19 Staff recommends approval of the attached resolution levying unpaid utility and other charges for collection
20 on the property taxes.

21 **REQUESTED COUNCIL ACTION**

22 Motion adopting the resolution approving the certification of unpaid utility and other charges to the County
23 Auditor for collection on the property taxes.

24 Prepared by:

Attachments: A: Resolution approving the certification of unpaid utility and other charges to Ramsey County
B: List of Delinquent Accounts - also noted as Schedule A on the Resolution

25

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

* * * * *

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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 4th day of November, 2019 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _____

**RESOLUTION DIRECTING THE COUNTY AUDITOR TO
LEVY UNPAID WATER, SEWER AND OTHER CITY CHARGES FOR PAYABLE 2020 or
BEYOND**

WHEREAS, the City Code of the City of Roseville, Sections 506, 801, 802, and 906 provides that the City may certify to the County Auditor the amounts of unpaid sewer, water, and other charges to be entered as part of the tax levy on said premises:

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

- 1. Exhibit "A" attached hereto and made a part thereof by reference is a list of parcels of real property lying within the City limits which are served by the City of Roseville, and on which there are unpaid city water, sewer, and other charges as shown on the attached Schedule A.
- 2. The Council hereby certifies said list and requests the Ramsey County Auditor to include in the real estate taxes due the amount set forth in Schedule A.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

67 State of Minnesota)
68) SS
69 County of Ramsey)

70
71 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of
72 Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of
73 a regular meeting of said City Council held on the 4^h day of November, 2019 with the original thereof on
74 file in my office.

75
76 WITNESS MY HAND officially as such Manager this 4th day of November, 2019.

77
78
79
80 _____
81 Patrick Trudgeon
82 City Manager

83 Seal
84

PIN	SERVICE ADDRESS	\$ AMOUNT TO COLLECTIONS	COLLECTIONS + \$2.00 FEE
012923410042	2795 MARION ST	\$175.04	\$177.04
012923130047	349 CO RD C2	\$214.97	\$216.97
032923410035	2827 GRIGGS ST	\$229.36	\$231.36
112923240010	949 BROOKS AVE	\$242.91	\$244.91
022923240056	885 CO RD C2	\$132.82	\$134.82
122923240042	2424 IRENE ST	\$222.74	\$224.74
162923130078	1745 ROSELAWN AVE	\$179.07	\$181.07
022923430063	801 TERRACE DR	\$150.51	\$152.51
032923230016	2944 SIMPSON ST	\$153.22	\$155.22
102923140085	1200 SEXTANT AVE	\$218.28	\$220.28
162923130039	1988 WHEELER ST	\$184.24	\$186.24
012923430012	2673 GALTIER ST	\$158.18	\$160.18
032923220038	3014 ARONA ST	\$173.90	\$175.90
032923430067	2700 HAMLIN AVE	\$187.86	\$189.86
032923430048	2646 HAMLIN AVE	\$132.36	\$134.36
102923110019	2561 DUNLAP ST	\$199.02	\$201.02
032923430042	2754 HAMLIN AVE	\$179.29	\$181.29
122923130070	2466 VIRGINIA CR	\$141.54	\$143.54
042923340036	2690 PRIOR AVE # 1	\$1,922.80	\$1,924.80
162923240062	1850 RYAN AVE	\$256.50	\$258.50
042923340035	2690 PRIOR AVE # 3	\$1,763.13	\$1,765.13
022923320010	2777 LAKEVIEW AVE	\$159.76	\$161.76
032923310012	2864 PASCAL ST	\$214.11	\$216.11
122923240067	445 W CO RD B2	\$144.73	\$146.73
042923220026	3040 WILDER ST	\$168.73	\$170.73
112923240048	939 W CO RD B2	\$132.36	\$134.36
162923110059	1676 SKILLMAN AVE	\$86.52	\$88.52
162923130058	1742 RYAN AVE	\$256.62	\$258.62
022923410023	734 HEINEL DR	\$367.06	\$369.06
022923410019	715 HEINEL DR	\$87.78	\$89.78
022923430038	833 CO RD C	\$183.10	\$185.10
012923420105	2771 VIRGINIA AVE	\$53.39	\$55.39
122923140020	2501 WOODBRIDGE ST	\$238.42	\$240.42
032923130064	1303 W CO RD C2	\$277.44	\$279.44
112923140064	2469 DALE ST	\$100.02	\$102.02
012923430037	2721 MATILDA ST	\$214.97	\$216.97
092923120097	2613 ALDINE ST	\$128.61	\$130.61
012923430074	2673 FARRINGTON ST	\$158.09	\$160.09
032923210072	1457 BRENNER AVE	\$153.22	\$155.22
032923340042	1389 RAMBLER RD	\$162.68	\$164.68
032923240069	2924 PASCAL ST	\$173.90	\$175.90
022923220014	1045 WOODLYNN AVE	\$196.85	\$198.85
102923110012	1149 OAKCREST AVE	\$174.13	\$176.13
032923240049	2910 ALBERT ST	\$142.88	\$144.88

**More than 90 days past due
as of 9/30/2019**

**Schedule A
Delinquent Accounts 4th Qtr 2019**

**City of Roseville, Mn
10/24/2019**

012923340114	2647 WESTERN AVE	\$163.80	\$165.80
012923330003	528 IONA LN	\$423.74	\$425.74
122923310044	415 SOUTHHILL DR	\$193.10	\$195.10
032923230045	2936 ARONA ST	\$163.56	\$165.56
012923230048	562 OWASSO BLVD	\$204.64	\$206.64
032923240061	2903 ALBERT ST	\$170.73	\$172.73
122923110019	167 WEWERS RD	\$216.35	\$218.35
122923130028	370 BROOKS AVE	\$171.81	\$173.81
012923110054	3075 WOODBRIDGE ST	\$175.26	\$177.26
012923110030	3076 WOODBRIDGE ST	\$152.55	\$154.55
052923210071	3020 OLD HWY 8	\$1,290.73	\$1,292.73
012923410013	2801 WOODBRIDGE ST	\$204.64	\$206.64
022923310039	2779 VICTORIA ST	\$203.99	\$205.99
162923210015	1857 ELDRIDGE AVE	\$220.21	\$222.21
162923140001	2011 SNELLING AVE	\$191.56	\$193.56
012923410036	2841 MARION ST	\$207.34	\$209.34
052923220037	3072 PATTON RD	\$179.07	\$181.07
012923410049	2850 GALTIER ST	\$120.49	\$122.49
102923210083	2579 HAMLIN AVE-STE D	\$126.15	\$128.15
162923120028	1796 ELDRIDGE AVE	\$115.84	\$117.84
012923140085	240 MAPLE LN	\$194.78	\$196.78
032923410038	2847 GRIGGS ST	\$174.13	\$176.13
032923240052	2930 ALBERT ST	\$173.90	\$175.90
052923220059	2490 BRENNER ST	\$177.65	\$179.65
012923340141	413 CO RD C	\$258.78	\$260.78
112923140028	735 W CO RD B2	\$173.84	\$175.84
012923120030	3071 FARRINGTON CT	\$210.03	\$212.03
012923110003	195 WOODLYNN AVE	\$179.75	\$181.75
012923140069	2959 MARION ST	\$100.00	\$102.00
162923140014	1693 RIDGEWOOD LN NO	\$230.55	\$232.55
052923210102	2403 BRENNER CT	\$237.97	\$239.97
082923430044	2223 W CO RD B	\$202.00	\$204.00
162923110027	1624 W CO RD B	\$241.93	\$243.93
122923240038	2417 WESTERN AVE	\$162.88	\$164.88
102923240009	1401 BROOKS AVE	\$288.36	\$290.36
032923420054	2806 DELLWOOD ST	\$147.85	\$149.85
012923120009	353 OWASSO BLVD	\$209.81	\$211.81
012923120002	317 OWASSO BLVD	\$158.04	\$160.04
012923420070	2833 FARRINGTON ST	\$147.85	\$149.85
102923110027	1106 OAKCREST AVE	\$157.71	\$159.71
032923420072	2799 DELLWOOD ST	\$236.09	\$238.09
162923110076	2087 SAMUEL ST. #2	\$204.04	\$206.04
012923220022	3053 LITTLE BAY RD	\$215.65	\$217.65
012923330467	2640 MACKUBIN ST	\$178.83	\$180.83
022923220021	3080 OXFORD ST	\$184.64	\$186.64
022923130041	835 MILLWOOD AVE	\$149.19	\$151.19
012923140081	208 MAPLE LN	\$181.30	\$183.30

More than 90 days past due
as of 9/30/2019

Schedule A
Delinquent Accounts 4th Qtr 2019

City of Roseville, Mn
10/24/2019

102923240013	1371 BROOKS AVE	\$150.65	\$152.65
122923240065	2407 IRENE ST	\$186.09	\$188.09
112923130039	763 W CO RD B2	\$239.26	\$241.26
032923230001	2999 SIMPSON ST	\$160.64	\$162.64
032923230028	2951 SIMPSON ST	\$251.45	\$253.45
032923140026	1168 MAPLE LN W	\$234.31	\$236.31
162923240090	1932 TATUM ST	\$153.22	\$155.22
032923230071	2938 ASBURY ST	\$163.56	\$165.56
022923330004	2729 LAKEVIEW AVE	\$128.54	\$130.54
012923430043	2679 MATILDA ST	\$137.52	\$139.52
092923120078	2598 HERSCHEL ST	\$158.39	\$160.39
042923240044	2903 FAIRVIEW AVE	\$158.39	\$160.39
012923240132	472 OWASSO BLVD	\$219.67	\$221.67
052923120009	3075 LONG LK RD	\$574.94	\$576.94
102923240008	1407 BROOKS AVE	\$69.84	\$71.84
122923140026	2483 WOODBRIDGE ST	\$137.06	\$139.06
122923140025	2485 WOODBRIDGE ST	\$174.69	\$176.69
102923230007	2521 SNELLING CV	\$195.84	\$197.84
092923110021	2590 ALDINE ST	\$65.53	\$67.53
022923410037	629 TERRACE DR	\$199.48	\$201.48
042923310025	2690 PRIOR AVE #4	\$212.00	\$214.00
102923120061	1294 OAKCREST AVE	\$157.71	\$159.71
012923430010	2687 GALTIER ST	\$194.32	\$196.32
012923330462	2650 MACKUBIN ST	\$219.14	\$221.14
012923430045	2665 MATILDA ST	\$149.42	\$151.42
022923110021	3048 W OWASSO BLVD	\$188.72	\$190.72
042923330032	0 MOUNT RIDGE RD	\$1,166.00	\$1,168.00
042923130042	1716 STANBRIDGE AVE	\$189.41	\$191.41
032923420067	2866 HURON ST	\$199.48	\$201.48
032923230063	2887 ARONA ST	\$179.07	\$181.07
022923320091	2821 CHURCHILL ST	\$148.31	\$150.31
022923330036	2749 CHURCHILL ST	\$132.82	\$134.82
112923230021	2465 CHURCHILL ST	\$139.29	\$141.29
022923320080	2846 CHURCHILL ST	\$155.49	\$157.49
032923420062	2835 DELLWOOD ST	\$263.49	\$265.49
042923210055	3021 FAIRVIEW AVE	\$194.58	\$196.58
112923120040	2545 FISK ST	\$183.33	\$185.33
112923140011	715 SEXTANT AVE	\$147.85	\$149.85
102923120054	2566 HAMLIN AVE	\$152.57	\$154.57
162923110076	2087 SAMUEL ST. #1	\$423.82	\$425.82
032923340047	1434 RAMBLER RD	\$211.20	\$213.20
012923340150	433 CO RD C	\$173.89	\$175.89
012923330436	2750 DALE ST #52	\$150.94	\$152.94
032923340027	1390 JUDITH AVE	\$243.05	\$245.05
012923330420	2731 MACKUBIN ST #39	\$164.27	\$166.27
032923130021	2925 MERRILL ST	\$209.79	\$211.79
012923330025	2757 KENT ST	\$158.64	\$160.64

**More than 90 days past due
as of 9/30/2019**

**Schedule A
Delinquent Accounts 4th Qtr 2019**

**City of Roseville, Mn
10/24/2019**

102923240094	1357 W CO RD B2	\$208.02	\$210.02
042923240039	2926 MILDRED DR	\$215.26	\$217.26
172923130015	2195 SO ROSEWOOD LN	\$180.88	\$182.88
112923140055	651 W CO RD B2	\$318.39	\$320.39
012923310051	476 TERRACE DR	\$141.38	\$143.38
012923310042	406 TERRACE DR	\$146.24	\$148.24
032923240079	2937 PASCAL ST	\$142.88	\$144.88
012923310040	388 TERRACE DR	\$178.83	\$180.83
012923420077	2779 FARRINGTON ST	\$179.52	\$181.52
022923430033	795 TERRACE DR	\$180.29	\$182.29
032923240088	2972 SIMPSON ST	\$158.39	\$160.39
022923120058	3060 VICTORIA ST	\$279.04	\$281.04
042923210049	3041 FAIRVIEW AVE	\$236.32	\$238.32
052923230029	2529 MAPLE LN	\$248.97	\$250.97
042923410041	2801 SNELLING AVE	\$347.91	\$349.91
042923140060	1650 MILLWOOD AVE	\$210.09	\$212.09
022923110041	3085 W OWASSO BLVD	\$322.01	\$324.01
172923210008	2096 FAIRWAYS LN	\$173.90	\$175.90
152923110022	1192 BURKE AVE	\$56.70	\$58.70
092923110046	2584 CHARLOTTE ST	\$400.64	\$402.64
052923320001	3261 OLD HWY 8	\$137.71	\$139.71
012923410006	2857 WOODBRIDGE ST	\$190.08	\$192.08
052923230037	2994 OLD HWY 8	\$194.58	\$196.58
082923340043	2224 EUSTIS ST	\$232.54	\$234.54
012923110038	3035 WOODBRIDGE ST	\$172.19	\$174.19
012923410045	2771 MARION ST	\$167.49	\$169.49
032923340074	1437 TALISMAN CV	\$147.39	\$149.39
122923110049	2610 WEWERS RD	\$188.34	\$190.34
052923320002	3253 OLD HWY 8	\$132.54	\$134.54
022923130047	2992 VICTORIA ST	\$215.43	\$217.43
102923240014	1363 BROOKS AVE	\$168.50	\$170.50
052923220084	3082 HIGHCREST RD	\$251.45	\$253.45
042923430014	1717 W CO RD C	\$835.92	\$837.92
122923130040	2409 GALTIER ST	\$178.37	\$180.37
032923430014	2725 MERRILL ST	\$199.49	\$201.49
082923440028	2255 CLEVELAND AVE	\$186.71	\$188.71
032923410046	2761 GRIGGS ST	\$237.81	\$239.81
162923130017	2000 FAIRVIEW AVE	\$158.39	\$160.39
162923220034	1987 ELDRIDGE AVE	\$189.41	\$191.41
032923410011	2806 GRIGGS ST	\$230.25	\$232.25
012923340035	395 WOODHILL DR	\$265.00	\$267.00
112923230046	1014 BROOKS AVE	\$178.94	\$180.94
042923120023	3024 FAIRVIEW AVE	\$263.56	\$265.56
112923230067	2438 LEXINGTON AVE	\$196.95	\$198.95
032923320045	1491 APPLEWOOD COURT	\$70.65	\$72.65
032923320048	1481 APPLEWOOD COURT	\$198.99	\$200.99
022923330017	2720 OXFORD ST	\$141.30	\$143.30

**More than 90 days past due
as of 9/30/2019**

**Schedule A
Delinquent Accounts 4th Qtr 2019**

**City of Roseville, Mn
10/24/2019**

012923110028	3062 WOODBRIDGE ST	\$158.09	\$160.09
022923430062	797 TERRACE DR	\$131.52	\$133.52
012923330456	2662 MACKUBIN ST	\$178.83	\$180.83
122923140005	2476 WOODBRIDGE ST	\$93.86	\$95.86
132923110078	2064 WILLIAM ST	\$185.95	\$187.95
012923140082	216 MAPLE LN	\$215.78	\$217.78
032923320155	2821 ARONA ST	\$158.40	\$160.40
052923230038	2986 OLD HWY 8	\$348.39	\$350.39
032923440021	2735 GRIGGS ST	\$54.50	\$56.50
012923430111	2680 WESTERN AVE	\$132.82	\$134.82
132923110078	2064 WILLIAM ST	\$22.73	\$24.73
012923120068	3015 S OWASSO BLVD	\$203.49	\$205.49
012923140010	171 MAPLE LN	\$42.80	\$44.80
032923240066	2904 PASCAL ST	\$322.54	\$324.54
092923120037	2571 BEACON ST	\$148.05	\$150.05
172923140082	1935 CLEVELAND AVE	\$321.64	\$323.64
152923240042	1438 SHRYER AVE	\$140.00	\$142.00
032923420016	2799 FERNWOOD ST	\$145.47	\$147.47
042923420005	1785 CENTENNIAL DR	\$142.88	\$144.88
022923440075	2743 DALE ST	\$178.96	\$180.96
112923140044	2455 DALE ST	\$170.35	\$172.35
052923210073	3006 OLD HWY 8	\$235.50	\$237.50
042923220100	3099 EVELYN ST	\$204.92	\$206.92
032923310022	1423 JUDITH AVE	\$291.40	\$293.40
112923140059	2415 DALE ST	\$201.27	\$203.27
012923340156	445 CO RD C	\$200.87	\$202.87
132923110012	2103 RICE ST	\$65.21	\$67.21
092923110004	2560 FRY ST	\$367.91	\$369.91
012923310061	435 JUDITH AVE	\$162.88	\$164.88
022923330033	2748 CHURCHILL ST	\$153.39	\$155.39
122923210031	422 CO RD C	\$167.58	\$169.58
112923130040	757 W CO RD B2	\$158.18	\$160.18
042923130003	1724 LYDIA AVE	\$271.20	\$273.20
112923120025	750 CO RD C	\$229.13	\$231.13
022923440052	738 WHEATON AVE	\$157.71	\$159.71
112923230081	1016 TRANSIT AVE	\$203.52	\$205.52
122923130012	300 BROOKS AVE	\$120.49	\$122.49
112923230008	1035 BROOKS AVE	\$233.83	\$235.83
042923420026	1798 CENTENNIAL DR	\$142.88	\$144.88
092923110070	1680 OAKCREST AVE	\$143.99	\$145.99
092923210001	2621 FAIRVIEW AVE	\$1,482.55	\$1,484.55
022923430051	743 CO RD C	\$200.39	\$202.39
022923320002	2851 LAKEVIEW AVE	\$189.15	\$191.15
122923130072	2450 VIRGINIA CR	\$196.18	\$198.18
032923420044	2799 MERRILL ST	\$475.27	\$477.27
042923130040	1771 MILLWOOD AVE	\$181.54	\$183.54
022923320039	2779 AGLLEN ST	\$154.40	\$156.40

More than 90 days past due
as of 9/30/2019

Schedule A
Delinquent Accounts 4th Qtr 2019

City of Roseville, Mn
10/24/2019

082923140008

2421 ROSEGATE

\$305.46

\$307.46

Total 4th Quarter to be
added to 2020 Taxes

\$51,583.38

\$52,049.38

ROSEVILLE
REQUEST FOR COUNCIL ACTION

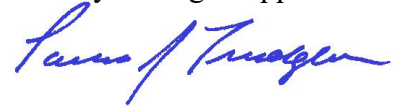
Date: November 4, 2019

Item No.: 9.e

Department Approval



City Manager Approval



Item Description: Accept Donation from Roseville Police Foundation

1 **BACKGROUND**

2 For nearly two decades, the use of Tasers, an electronic control device, has played an important role in use
3 of force options with the Roseville Police Department. The Department has purchased several models of
4 Tasers over the years.

5 Recently, and after the deadline to submit 2020 Budget requests, the company supporting Tasers, Axon,
6 notified the Department that they would not support our current model of Tasers in 2020. There is no
7 viable option to Taser to explore.

8 The Department expects to begin replacing all issued Tasers, over 50 in use now, over the next two years.

9 The Roseville Police Foundation has agreed to fund the purchase of 10 Tasers, with an additional 10
10 batteries at a cost of \$13,900.

11 **POLICY OBJECTIVE**

12 Allow the acceptance of the donation.

13 **FINANCIAL IMPACTS**

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

15 **STAFF RECOMMENDATION**

16 The police department is recommending that it be allowed to accept a donation from the Roseville Police
17 Foundation for 10 Tasers, along with 10 additional batteries at a cost of \$13,900.

18 **REQUESTED COUNCIL ACTION**

19 Allow the police department to accept a donation from the Roseville Police Foundation for 10 Tasers,
20 along with 10 additional batteries at a cost of \$13,900.

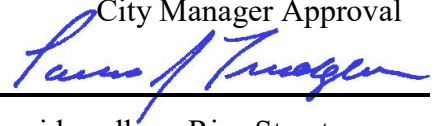
21
22 Prepared by: Rick Mathwig, Chief of Police

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 9.f

Department Approval

City Manager Approval



Item Description: Accept Donation from Jay Green for a future sidewalk on Rice Street

1 **BACKGROUND**

2 On October 21, the Roseville City Council recognized Jay Green for his fund raising donation
3 towards a future sidewalk on Rice Street. Jay raised a total of \$364. It is unclear whether the
4 City Council formally *accepted* the donation at the October 21st meeting. Therefore, staff is
5 asking that the City Council formally accept Jay Green's donation.

6 **POLICY OBJECTIVE**

7 Minnesota Statute requires all donations to be officially accepted by the City Council.

8 **BUDGET IMPLICATIONS**

9 Accepting this donation will result in lower costs for the future Ramsey County Rice Street
10 improvement project.

11 **REQUESTED COUNCIL ACTION**

12 Motion to approve donation from Jay Green for sidewalk construction on Rice Street.

13 Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

14
15 Attachment: A: None

16

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: November 4, 2019
Item No.: 9.g

Department Approval



City Manager Approval



Item Description: Appoint Youth member to the Public Works, Environment and Transportation Commission

BACKGROUND

It has been customary for the City Council to appoint non-voting youth representative(s) to serve on various advisory commissions.

The Public Works, Environment and Transportation Commission received an application for the youth representative position earlier this fall. The Chair and Co-Chair of the commission interviewed Jana Lynch on October 16, and the full commission recommended her for appointment at their October 22 meeting. Youth commissioner terms are for one year and have typically followed the school year.

REQUESTED COUNCIL ACTION

Appoint Jana Lynch to serve as youth commissioners on the Public Works, Environment and Transportation Commission for a term ending August 31, 2020.

Prepared by: Rebecca Olson, Assistant City Manager

Attachments: A: Application

Commission Member Application

This application is for Roseville residents interested in volunteering with a City of Roseville Advisory Commission.

In order to complete this application, you will need a valid email address. All items marked with a star () are required fields.*

Contact Information

Under state statute, commissioner's names, addresses and either a phone number or an electronic address where you can be reached are public information. All other personal information is private data and cannot be released to the public unless the commissioner gives permission for the city to release it. Information relating to a student representative is private data and will not be released.

First Name Jana

Last Name Lynch

Address 1

Address 2 *Field not completed.*

City Roseville

State MN

Zip Code 55113

Home or Cell Phone
Number

Email Address

How many years have you 3
been a Roseville resident?

City of Roseville Commissions

Finance

Human Rights, Inclusion and Engagement

Parks and Recreation

Planning

Police Civil Service

Public Works, Environment and Transportation

Commission preference Parks & Recreation

Commission preference	Public Works, Environment & Transportation
This application is for	Student Term
If this is a student application please list grade in school	11th
<p>Note</p> <p><i>There is no character limit for the fields below.</i></p>	
Why do you want to serve on this Commission?	I want to serve on this commission for learning purposes and to see what I can do for Roseville.
What is your view of the role of this Commission?	The role of this commission is to be the 'Santa's little helpers' for the Parks and Recreation section of the local government. Meaning that I would bring the prospects of the youth to the attention of the authorities.
What specific skills or experiences do you have that would be beneficial in serving on the advisory commission for which you are applying?	I'm very involved in cross country running and go on long runs through Roseville parks all the time. I have had lots of experience in a leadership position in the Girl Scouts. I also have been to international parks which have a different ways of doing things to keep them green and gorgeous.
If you identified a second choice commission, please include skills or experiences that would be beneficial for serving on that commission.	I ride the metro on most weekdays. Public work sounds very humbling.
Civic and Volunteer Activities	I have volunteered a lot with the girl scouts as a camp counselor and with the Minnesota Zoo. I've also done clean up activities with the girl scout regarding the St. Paul rain drains.
Work Experience	I mow lawns with the no gas mower and sometimes I babysit.
Education	I go to Nova Classical Academy. Class of 2021.
Is there additional information you would like the City Council to consider regarding your application?	I am looking into going into Parks and Recreation for college, and I feel this would be a great experience for me to make a more informed decision. I think it is important for everyone in our community experience what the city has to offer.

Preferred method to be contacted

City staff contact all applicants approximately four days before the interviews to confirm interview date, time and location. Please indicate your preferred way to be notified.

Preferred method to be contacted Email

Please provide alternative phone number or email if different from above

Additional Information if you become Board or Commission Member
Additional information may be emailed to info@cityofroseville.com or delivered to Administration Department, City of Roseville, 2660 Civic Center Drive, Roseville, MN 55113 or faxed to 651-792-7020.

Minnesota Government Data Practices Act Yes

Minnesota Statute §13.601. subd. 3(b) Home/Cell Phone, Email Address

Background Authorization Yes

Acknowledgement Yes
