

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
AUGUST 18, 2014  
7:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PROCLAMATIONS AND RECOGNITIONS**

**CITIZENS COMMENTS** - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

**COUNCIL COMMENTS**

**CONSENT AGENDA** - *These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. August 4, 2014 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes-
  - Planning Commission, July 22, 2014
  - Economic Development Commission, July 22, 2014
  - Bike and Trails Committee, August 7, 2014
3. Monthly Reports
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
4. Verified Claims

5. Purchases
6. Developer Escrow Reduction
7. Renewal of City/County Joint Powers Agreement for Recycling Funding
8. Approval of Application for Exempt Permit—Emmet D. Williams PTA
9. Receive Assessment Rolls, Order Public Hearings
  - Red Fox Road, Project 12-04
  - County Road D, Project 13-01A
  - Cottage Place, Project 13-01B
  - Gaston/Grove, Project 13-03
10. Declare Cost and Order Preparation of Assessments
  - Red Fox Road, Project 12-04
  - County Road D, Project 13-01A
  - Cottage Place, Project 13-01B
  - Gaston/Grove, Project 13-03

## **PUBLIC HEARING**

## **GENERAL BUSINESS**

11. Wireless Telecommunications Facility Permit and Leases
  - AT&T/SAC Wireless, 745 Country Road East
  - AT&T/SAC Wireless, 5880 Lexington Avenue North
12. Authorization to Terminate Membership in North Suburban Communications Commission

## **STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS**

## **SPECIAL ORDER OF BUSINESS**

## **ADJOURNMENT**

**CITY OF SHOREVIEW  
MINUTES  
REGULAR CITY COUNCIL MEETING  
August 4, 2014**

**CALL TO ORDER**

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on August 4, 2014.

**PLEDGE OF ALLEGIANCE**

The meeting opened with the Pledge of Allegiance.

**ROLL CALL**

The following members were present: Mayor Martin; Councilmembers Johnson, Quigley, Wickstrom and Withhart.

**APPROVAL OF AGENDA**

Councilmember Wickstrom requested an update on the Comcast franchise contract renewal under the *Special Order of Business* portion of the meeting.

MOTION: by Councilmember Withhart, seconded by Councilmember Johnson to approve the August 4, 2014 agenda as amended.

VOTE: Ayes - 5 Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

There were none.

**CITIZEN COMMENTS**

There were none.

**COUNCIL COMMENTS**

**Mayor Martin:**

The quiet zones for the railroad crossings at Lexington and Victoria will be in place on August 6, 2014.

There are two more intersections at Owasso Boulevard and Jerrold Street that will become quiet zones, but work is needed to bring those crossings into compliance before they can be designated as a quiet zone. Money is available from the legislature for the work needed, but it will probably be another year before quiet zones can be in effect at those two locations.

There are vacancies on the Economic Development Authority and Economic Development Commission. Anyone interested is encouraged to apply. The deadline is August 15, 2014.

**Councilmember Johnson:**

The *Slice* was an incredible event in the City. She highly commended all the volunteers who made it such a successful event.

Tuesday, August 5, 2014, is *Night to Unite* in Shoreview. There are 60 block parties scheduled. It is a school supply drive as well. Detailed information is on the City website.

**Councilmember Wickstrom:**

Thank you to the *Slice* Committee and volunteers but also to the volunteers who oversaw the *Tour de Trails*.

**Councilmember Withhart:**

Invited all Councilmembers to attend the *Night to Unite* block party that he and his wife are hosting.

**CONSENT AGENDA**

Item Nos. 1, 2, and 6 were pulled for separate discussion.

**No. 6:** Councilmember Withhart noted the special TIF legislation allows Shoreview to be a pilot test program recognizing the past work done with TIF districts to expand jobs and businesses and retain businesses in the City. The special pilot program gives the City added tools to enhance these efforts. He thanked the legislative delegation who did great work in getting this legislation through.

**No. 2:** Councilmember Wickstrom noted a correction to the July 21, 2014 City Council Meeting Minutes, which need to indicate that only three Councilmembers attended the emergency meeting on June 19. Councilmembers Johnson and Wickstrom should be noted as absent.

**No. 1:** Mayor Martin amended the July 14, 2014 workshop minutes on page 8, regarding the library expansion. She requested that the minutes reflect the following comments that were made at the meeting: Since the City donated the land, it is important that the City is involved in any discussions about reuse of the current library if a decision is made to reconstruct it. She wants to be sure the City is heard on what happens to the existing site and that it be in accordance with the civic uses in the Commons area.

**MOTION:** by Councilmember Wickstrom, seconded by Councilmember Quigley to adopt the Consent Agenda for August 4, 2014, and all relevant resolutions for item Nos.1 through 8, with the correction to the July 21, 2014 City Council Meeting Minutes and the added comments by Mayor Martin above to the July 14, City Council Workshop Minutes:

1. July 14, 2014 City Council Workshop Meeting Minutes, as amended
2. July 21, 2014 City Council Meeting Minutes, as corrected
3. July 21, 2014 City Council Workshop Meeting Minutes
4. Verified Claims in the Amount of \$665,436.30



Mayor Martin asked the reason for the placement of the trail, why it was not placed further east. Ms. Castle noted that there is a sanitary sewer line and power line which are centered and further to the east side on Emmert.

City Attorney Kelly stated that proper notification has been given for the public hearing.

Mayor Martin opened the public hearing.

**Mr. Todd Hines**, Builder, introduced Junarm and Melissa Choi, applicants, who all offered to answer any questions.

**MOTION:** by Councilmember Quigley, seconded by Councilmember Johnson to close the public hearing at 7:21 p.m.

**VOTE:** Ayes - 5 Nays - 0

**MOTION:** by Councilmember Johnson, seconded by Councilmember Wickstrom to adopt Resolution 14-56 approving the vacation of the west 7 feet of Emmert Street lying adjacent to 745 Arbogast Street, contingent upon the following conditions:

1. Application to Ramsey County to combine the parcel addressed as 745 Emmert Street and the vacated portion of Emmert Street.
2. Dedication of a 7-foot drainage and utility easement along the proposed east lot line of 745 Emmert Street.

**ROLL CALL:** Ayes: Johnson, Quigley, Wickstrom, Withhart, Martin  
Nays: None

## **GENERAL BUSINESS**

### **SITE AND BUILDING PLAN REVIEW- UNION GOSPEL MISSION, 580 HIGHWAY 96**

#### **Presentation by City Planner Kathleen Castle**

The improvements proposed are: 1) to demolish the existing restroom facility and build a new restroom building on the same site and a covered open pavilion area; 2) make exterior improvements to the existing beach house; and 3) add landscaping along the entry drive. The property consists of approximately 10 acres on the north shore of Snail Lake.

The property is zoned PUD with the designated use as Institutional in the Comprehensive Plan. The property is also located in Policy Development Area (PDA) No. 8, which recognizes continued use of the property by the Union Gospel Mission. Possible future land uses are guided for Office, Mixed Use, Medium and Low Density Residential.

It is noted that the beach house is a non-conforming use with a setback of 24 feet from the Ordinary High Water (OHW) mark and within the Shore Impact Zone. Any alteration must comply with City Code. The proposed improvements fall within the scope of allowed normal maintenance and repair. A retaining wall is planned behind the beach house. That improvement will retain the historic drainage pattern.

The Gospel Mission has agreed to provide a trail easement in the northwest corner of the property at the time the City secures easements from adjoining single-family homes on Highway 96. Additional easements are not being proposed at this time.

Notices were sent to property owners within 350 feet. Two comments of support were received. Work on the beach house was reviewed by the MN DNR. No concerns were expressed except that the beach house blends in. The exterior color will be an earth tone.

The Planning Commission reviewed this application at its July 22, 2014 meeting and recommended approval to the City Council. Staff finds that the proposal complies with the City's Development Code standards, the approved PUD and the Comprehensive Plan and recommends approval with the conditions attached.

Mayor Martin stated that there is sanitary sewer which will serve the restrooms. However, she clarified that there will be no bathrooms at the beach house because of the low elevation. Ms. Castle confirmed that no bathrooms are proposed at the beach house. An outside shower and foot-washing area is being proposed that will be an extension of the water line. Runoff water from the shower area will infiltrate into the ground.

**MOTION:** by Councilmember Quigley, seconded by Councilmember Wickstrom to approve the Site and Building Plan Review for Heller Architects, Inc. on behalf of the Union Gospel Mission, 580 Highway 96. Approved site improvements include reconstructing the restroom building, improving access, enhancing the existing beach house and installing landscaping along the entry driveway. Approval is contingent upon the following:

- 1) The property shall be developed in accordance with the plans submitted and dated June 23, 2014. The beach house shall be earth tone in color.
- 2) Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director.
- 3) The plans shall be revised to include tree protection measures for the trees which will be retained in the area of the proposed restroom building.
- 4) Final utility plans are subject to review and approval by the Public Works Director.
- 5) The items identified in the Memo dated July 14, 2014 from the City Engineer must be addressed prior to the issuance of a building permit.
- 6) A Site Development Agreement and Erosion Control Agreement, including the submittal of financial sureties, shall be executed prior to issuing a building permit or commencing work on the site

Said approval is based on the following findings of fact:

- 1) The use and proposed improvements are consistent with the Comprehensive Plan.
- 2) The use and proposed improvements comply with the Development Code and approved Planned Unit Development.

**ROLL CALL:** Ayes: Quigley, Wickstrom, Withhart, Johnson, Martin  
Nays: None

**ABATEMENT OF PUBLIC NUISANCE - JOSE SANCHEZ, 4414 GALTIER STREET****Presentation by City Planner Kathleen Castle**

At the last Council meeting, an abatement proceeding was approved for tall grass on this property. Property maintenance conditions have not improved and represent a public nuisance with refuse, outside storage and an unsecured and unmaintained pool. An inspection has confirmed that the property has not been brought into compliance. The property is owned by Jose E. Sanchez, who does not reside on the property. The property owner has been properly noticed of the required corrections and of this hearing.

Friends of the owner called the City today to state they are willing to clean the property. Staff is hopeful no further action will be needed through the District Court. Staff recommends that the City Council hold the public hearing and authorize abatement of the nuisance conditions. Staff will continue to work with the representative of the property owner and also with the City Attorney to issue citations, if necessary.

Mayor Martin opened the public hearing on this matter. There were no comments or questions.

**MOTION:** by Councilmember Withhart, seconded by Councilmember Johnson to adopt Resolution 14-59 ordering abatement of the public nuisance (pertaining to the unsecured and unmaintained pool and accumulation of refuse and debris) for the property at 4414 Galtier Street.

Discussion:

Councilmember Withhart noted that although staff will continue to work with the owner's representatives, if progress cannot be made, staff will have authority to proceed through the court to address this issue.

**ROLL CALL:** Ayes: Wickstrom, Withhart, Johnson, Quigley, Martin  
Nays: None

**CITY PURCHASE OF PROPERTY AT 795 HIGHWAY 96 WEST****Presentation by City Manager Terry Schwerm**

The County Library Board recently closed on purchasing a residential property at 805 Highway 96 as part of the library's planned expansion. The 805 property is directly adjacent to the property at 795 Highway 96, and the County has asked the City to take the lead on the purchase of this residential property. The City has reached a tentative agreement to purchase the property at 795 Highway 96. These two residential properties are surrounded by the Community Center and the library in the Commons Area. A number of years ago these two properties were identified in the Comprehensive Plan as "in-holding" properties. Because they are adjacent to public parks and public facilities, acquisition would be considered desirable if the properties were to become available.

The current owner of the property at 795 has agreed to the City's proposal to purchase the property for \$259,800, a price based on Ramsey County's estimated market value of the property

for taxes payable in 2014. Financing of the purchase would be through the Community Investment Fund. Adopted policy of the Community Investment Fund indicates that its use for projects not in the City's five-year Capital Improvement Program (CIP) requires adoption of a resolution with a vote of four-fifths Council. Transfer of ownership from the City to the County would be through a future separate agreement that will stipulate specific uses and other negotiated conditions, including potential cost reimbursement. The County initially asked the City to contribute this property toward a potential library expansion or reconstruction. More recently, there has been an indication that the County may wish to purchase the property at 795 outright.

The library expansion is expected to begin in 2015. The draft purchase agreement allows the current owners until April 30, 2015 to secure other housing and close on this purchase agreement. Staff is recommending approval of the purchase and adoption of a resolution allowing funding from the Community Investment Fund.

Mayor Martin commended staff for quick action in this matter. The City certainly supports the library expansion to become a regional library. Acquisition of this land parcel insuring that the City will continue to be involved in the discussion of the expansion design and future use of the existing library site.

Councilmember Wickstrom expressed some concern that this expenditure is not in the CIP and use of the Community Investment Fund. However, she noted that it has been a long-term goal of the City to purchase this property and she will support this action. One issue that will be part of building a new regional library is that there is not a lot of room for parking. She would like the City to be able to be involved in discussion with decisions about parking and how the existing library is to be used.

Councilmember Withhart congratulated staff for negotiating this win/win situation. This purchase is a great opportunity with the library expanding to become a regional library. He would certainly support this action and hope the City can use this purchase as leverage for decisions moving forward.

Councilmember Johnson asked for clarification on money available for the purchase agreement scheduled to close April 30, 2015, and this decision made within the 2014 budget year. Mr. Schwerm stated that the closing could occur yet in 2014, but the Community Investment Fund balance is sufficient to cover this expenditure whether it occurs in 2014 or 2015.

Councilmember Quigley also commended staff, noting the amicable acquisition from the current owners who have not always had any interest in selling their property.

**MOTION:** by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the City acquisition of property at 795 Highway 96 in the amount of \$259,800, authorizing the execution of a purchase agreement, and adopting Resolution No. 14-54 allowing for the use of the Community Investment Fund for the purchase and related costs.

**ROLL CALL:** Ayes: Withhart, Johnson, Quigley, Wickstrom, Martin  
Nays: None

**SPECIAL ORDER OF BUSINESS****Update of Cable Commission and Comcast Franchise Renewal**

Councilmember Wickstrom reported that at the last North Suburban Cable Commission Board meeting, proposed changes to the bylaws of the Joint Powers Agreement were considered, as proposed by member mayors and member city managers of the 10 member cities. She thanked Mayor Martin for taking the lead on this issue. The comments of the commissioners were very disappointing and amounted to an attack on all the work that City Manager Schwerm has done at the request of member mayors. The Commission voted 9 to 1 (she was the 1) to advise the Franchise Renewal Committee to not consider changes to the Joint Powers Agreement until the franchise agreement has been renewed. She has had discussions with Comcast and does not believe an agreement is as close as the Council was led to believe. She would strongly urge all Councilmembers to review the Communications Commission Board meeting prior to the next Council meeting in two weeks.

Councilmember Withhart stated that the Commission Board vote is advisory, and he is hopeful that restructure of the Commission can take place to make it more responsive and responsible. Residents in Shoreview are paying more for Cable service than other franchises in the area with no reason.

Councilmember Wickstrom stated that the Commission Board consists of four non-elected officials, six members who are Councilmembers or Mayors. From a timing perspective there is not enough time for member cities to vote up or down on proposed changes to the Joint Powers Agreement in the next two weeks. If the City considers leaving the Commission, enough time is needed for the City to negotiate on its own. A link to CTV to review the Commission meeting was sent today to Councilmembers from City Manager Schwerm.

Mayor Martin stated that there is some resentment about the meetings that Mayors and City Managers have held. The reason for those meetings was Shoreview having indicated a preference for leaving the Cable Commission. The City informed the other member cities as a courtesy because of the financial ramifications. City Manager Schwerm was directed by that group to develop a revised Joint Powers Agreement. Mr. Schwerm noted an added issue is that if the City decides to pull out of the Commission and negotiate with Comcast on its own, it is important to understand that Comcast has submitted papers to transfer the franchise to another company. That transfer has a 120-day window that needs to be completed by sometime in October. The franchise expires at the end of November.

Mayor Martin stated that the City is well positioned because of City Manager Schwerm's work and knowledge in this issue. However, more analysis and research is needed if the City does decide to leave the Commission. There will be further discussions.

Councilmember Quigley stated that the tone of the Commission Board meeting was surprising because the issues the Council has been informed about are the transfer process from a Council perspective, the franchise agreement from a Council perspective, the PEG and franchise fees which have never been defined, legality and use of those fees, the INET and the number of channels which appear to be sufficient from the most recent Community Survey. None of these issues were discussed in the meeting. The meeting was taken up with bantering about the process. That leaves Shoreview seriously considering its options.

Councilmember Withhart noted that if the City leaves the Commission, there is no danger that broadcast of City Council and public meetings will be impacted. What is in contention is how many channels are available that no one is watching. To expand the number of channels does not make sense.

Mayor Martin stated that at the August 18th Council meeting there will be more information. She thanked Councilmember Wickstrom for her work and her report.

Councilmember Wickstrom in turn thanked the Mayor and City Manager Schwerm for all their work. If Shoreview does leave the Commission, she is comfortable that the City has given its best effort to work through the process and resolve the issues.

**ADJOURNMENT**

MOTION: by Councilmember Withhart to adjourn the meeting at 8:01 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_ DAY OF \_\_\_\_\_ 2014.

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Terry Schwerm  
City Manager

**SHOREVIEW PLANNING COMMISSION  
MEETING MINUTES  
July 22, 2014**

**CALL TO ORDER**

Chair Solomonson called the July 22, 2014 Shoreview Planning Commission meeting to order at 7:00 p.m.

**ROLL CALL**

The following Commissioners were present: Chair Solomonson, Commissioners, McCool, Peterson, Proud, and Schumer.

Commissioners Ferrington and Thompson were absent.

**APPROVAL OF AGENDA**

Commissioner Schumer noted that the address under item No. E. 1) should be County Road E.

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to approve the July 22, 2014 Planning Commission meeting agenda as amended.

VOTE: Ayes - 5 Nays - 0

**APPROVAL OF MINUTES**

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to approve the June 24, 2014 Planning Commission meeting minutes, as submitted.

VOTE: Ayes - 5 Nays - 0

**REPORT ON CITY COUNCIL ACTIONS:**

City Planner Kathleen Castle reported that the City Council approved the following at its July 7, 2014 meeting: 1) Subdivision for Moser Homes at 3339 Victoria Street; and 2) Conditional Use Permit for Rick and Catherine Schuett, 3469 Harriet Court.

At the July 21st City Council approved the purchase agreement with Moser Homes for 3339 Victoria Street.

## **NEW BUSINESS**

### **VARIANCE**

**FILE NO:** 2535-14-25  
**APPLICANT:** KENNETH & CHRISANN JUNKER  
**LOCATION:** 235 OAKWOOD DRIVE

#### **Presentation by City Planner Kathleen Castle**

The applicants seek to construct a 6-foot privacy fence along the north and west sides of their property at 235 Oakwood Drive. A variance is requested to exceed the maximum height 4 feet allowed in the side yard that abuts Sherwood Road. The property is a corner lot with side frontage on Sherwood Road, which is a collector street. The property consists of 12,198 square feet with a lot width of 91.02 feet on Oakwood Drive. Surrounding properties are developed with single-family detached homes and Ramsey County open space. There is a lilac hedge along Sherwood Road.

The property is zoned R1, Detached Residential. In R1 zoning, fences adjacent to a public road right-of-way or road easement shall not exceed 4 feet in height. The proposed fence would be 9 feet from the right-of-way for Sherwood Road.

The applicant states that the fence would be used in a reasonable manner as it would be a consistent height of 6 feet for the entire length for aesthetics, privacy and resale. There are unique circumstances with the constant flow of traffic from the Ramsey County Compost site during the week. On weekends, the traffic is heavier. The character of the neighborhood would not be changed because the fence would not be visible most of the year because the lilacs would screen the fence.

Staff's review finds no practical difficulty. Other options are available. Location on a corner lot is not a unique circumstance. A 4-foot fence could be constructed in the proposed location without the need for a variance, but the applicants do not believe a 4-foot fence would effectively block the traffic noise. Traffic volume is not a unique circumstance. Traffic volumes have increased throughout the City and are expected to continue to increase. Sherwood Road has a lower traffic volume than other Collector Roads. Also, a 6-foot fence could be constructed at the 30-foot structure setback.

Property owners within 150 feet were notified of the application. One comment of support was received. As staff finds no practical difficulty, there are no unique circumstances to support a variance.

Commissioner Proud asked if there are any other 6-foot fences in this area. Ms. Castle responded that there is one 6-foot fence at Ponds Park, which is visible from the right-of-way.

Chair Solomonson asked for traffic volumes of other collector streets in the City. Ms. Castle stated that Tanglewood has 4,100 trips per day; Hamline has 2,550 north of County Road I;

Victoria ranges from 2,100 to 4,100; County Road F, Gramsie and North Owasso Boulevard range from 2,750 to 4,500. The traffic volume of Sherwood is 700.

Chair Solomonson noted that there appears to be a substantial change in topography with the roadway almost 6 feet below the house site. Therefore, a 4-foot fence next to the house would appear much higher from the roadway.

Commissioner Peterson asked if the nature of the traffic is different in this location where most traffic is going to the compost site. Ms. Castle stated that traffic counts do not report the type of vehicles being used on the roadway.

Commissioner McCool asked the minimum setback for the garage, which is at 30 feet. Mr. Warwick explained that the yard is defined by the location of the structure rather than setback in feet. The setback for the fence is defined by the nearest portion of the principal structure adjacent to the right-of-way. At the time this house was constructed, the requirement for the garage was a 30-foot setback. Today the setback could be 25 feet from either Oakwood or Sherwood.

**Mr. Kenneth Junker**, Applicant, asked if the tunnel effect of a 6-foot fence along a roadway is the only concern. It would not be visible from Sherwood but would be visible from Oakwood. In order to get around this, consideration is being given to put in a flower bed that is 2 feet tall and then put in the 4-foot fence. The height is a factor to obtain privacy from the traffic and pedestrians on the collector street. The additional 2 feet will also deter deer.

Commissioner McCool asked the reason for not putting the fence at the setback line of 30 feet, which would require no variance or if consideration has been given to planting pines instead of a fence. **Mr. Junker** explained that would create a part of yard that would be difficult and cumbersome to maintain between the lilacs and the fence. It would not make sense. It would be some time before evergreens would get to the height of providing screening,

Chair Solomonson asked about the difference in grade from the road and house lot and how tall that would make a fence. **Mr. Junker** stated that there is approximately a 2-foot difference between the road and his property.

Mr. Warwick explained that a 1-foot berm can be put in and with a 4-foot fence on top, it will comply. If the berm is higher, the fence must be lowered for compliance. The edge of the bituminous on Sherwood is approximately 6 feet lower than the northwest corner of the house, according to the site survey included with the packet.

Chair Solomonson clarified that this means the elevation of the corner of the house is 910; the corner property stake is at 904; and the roadway is at 901.

Commissioner Proud asked if there is significant pedestrian traffic. **Mr. Junker** responded that the roadway is heavily used by pedestrians and bikes. Commissioner Proud asked if the applicant would agree to keeping the lilac screening if the fence were approved.

Commissioner Peterson stated that this is a unique situation because of the nature of the traffic to the compost site. He would support this application with the requirement that the lilacs would remain to screen the fence. There is also the fact that there would be no change to the neighborhood.

Commissioner Proud stated that he does not see this as a unique circumstance. He would like to see a cross section view that illustrates the elevation of the road, property and house and viewing height of a cyclist or driver. A berm of one foot would put a fence in compliance at 5 feet. He would want to see further detailed information for this need.

Chair Solomonson stated that he cannot see having a 6-foot fence in front of all the properties that front on Sherwood. Those properties have the same noise and screening concerns. There is ample screening with the lilacs. The fact that the property is 3 feet above the road makes a 4-foot fence really a 7-foot fence. The fence could be constructed on a 1-foot berm, which would make it an 8-foot fence. He believes 4 feet is sufficient.

Commissioner McCool stated that he does not see the privacy issue with the shrub screening. He is not convinced there is a unique circumstance. However, a 6-foot fence on the rear lot line is justified. The question becomes whether to allow a jagged fence.

Commissioner Schumer stated that he agrees there is not a unique circumstance. The lilac shrubs provide good screening.

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to deny Resolution 14-52, permitting the construction of a 6-foot fence submitted by Kenneth and Chrisann Junker, 235 Oakwood Drive, based on the following findings of fact:

1. **Reasonable Manner:** The property proposes to use the property in a reasonable manner not permitted by the Shoreview Development Regulations.
2. **Unique Circumstances:** The plight of the property owner is due to circumstances unique to the property and not created by the property owner.
3. **Character of the Neighborhood:** The variance, if granted, will not alter the essential character of the neighborhood.

VOTE: Ayes - 4 Nay - 1 (Peterson)

#### **SITE AND BUILDING PLAN REVIEW**

**FILE NO: 2533-14-23**  
**APPLICANT: UNION GOSPEL MISSION**  
**ADDRESS: 580 HIGHWAY 96 WEST**

**Presentation by City Planner Kathleen Castle**

The proposal by Union Gospel Mission is to demolish the existing restroom building and construct a new facility and include improvements to the existing beach house and add landscaping near the entryway. The restroom building will have a new roof, exterior painting and changing rooms added inside.

The property consists of approximately 10 acres and developed with a number of buildings to support their ministry. The property is zoned PUD. Union Gospel Mission is an institutional use, which is permitted under the PUD. The property is located in Policy Development Area (PDA) No. 8. Should Union Gospel Mission move or close, future land uses that could be considered include Office, Mixed Use, Medium and Low Density Residential.

The proposal complies with the Development Code standards and the approved PUD and Comprehensive Plan. It is important to note that the beach house is a nonconforming use with a setback 24 feet from the Ordinary High Water (OHW) mark. Any alteration must comply with the Code. Staff finds that the proposed improvements are within the scope of normal maintenance and repair.

The beach house modifications include grading and drainage improvements. There is a slope behind the beach house. A retaining wall is proposed. The historic drainage pattern will be maintained.

At the time the City procures easements from adjoining single family homes on Highway 96 for a trail along Snail Lake, the Mission did agree to an easement in the northwest corner of the property. Additional easements are not being requested.

Property owners within 350 feet were notified of the proposal. Two comments were received in support of the improvements. The DNR was notified and did not express any concerns but did encourage landscaping to help screen the beach house. Staff believes it would be difficult to maintain plantings at the beach house location. Staff is recommending approval with the conditions attached.

Commissioner Proud asked if indoor showers are in the restroom facility and whether there is a septic system or City sanitary sewer is used. Ms. Castle responded that there are no interior showers. An outside shower is proposed. There is no sewer system; water infiltrates into the ground.

Chair Solomonson asked if the beach house could be moved to make it a conforming structure. Ms. Castle answered that the topography makes that not possible. Certain water structures are allowed, but if the beach house were built today, it would have to be much smaller.

Commissioner Proud asked the number of showers that exist now, the number proposed with this plan, and whether drainage would ever compromise the quality of the lake water. **Mr. Dave Heller**, Heller Architects, 1410A Sylvan Street, St. Paul, stated that there are no showers in the beach house; it is a changing room. The outside shower is to rinse off after leaving the lake. It is similar to such showers at regional park facilities. It is a freestanding showerhead with drainage infiltrating into the sand. The beach house stalls are shown to be handicapped accessible.

Chair Solomonson asked about the feasibility of landscaping as suggested by the DNR. **Mr. Heller** responded that it would be very difficult because from the front step of the beach house to the lake is all sand. If plants were added, they would be difficult to maintain.

**MOTION:** by Commisisoner Proud, seconded by Commissioner Schumer to recommend the City Council approve the Site and Building Plan Review submitted by Heller Architects, Inc. on behalf of the Union Gospel Mission for site improvements at 580 Highway 96 and include reconstructing the restroom building, improving access, enhancing the existing beach house and installing landscaping along the entry driveway. Approval is contingent upon the following:

- 1) The property shall be developed in accordance with the plans submitted and dated June 23, 2014. The beach house shall be earth tone in color.
- 2) Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director.
- 3) The plans shall be revised to include tree protection measures for the trees which will be retained in the area of the proposed restroom building.
- 4) Final utility plans are subject to review and approval by the Public Works Director.
- 5) The items identified in the Memo dated July 14, 2014 from the City Engineer must be addressed prior to the issuance of a building permit.
- 6) A Site Development Agreement and Erosion Control Agreement, including the submittal of financial sureties, shall be executed prior to issuing a building permit or commencing work on the site

Said approval is based on the following findings of fact:

- 1) The use and proposed improvements are consistent with the Comprehensive Plan.
- 2) The use and proposed improvements comply with the Development Code and approved Planned Unit Development.

**VOTE:**                    **AYES - 5**                    **NAYS - 0**

**RESIDENTIAL DESIGN REVIEW**

**FILE NO:**                    **2532-14-22**  
**APPLICANT:**                **JIM & KERRY MEYER**  
**ADDRESS:**                    **919 OAKRIDGE AVENUE**

**Presentation by Senior Planner Rob Warwick**

This application is a proposed addition to the attached garage and front entry of the home. The plan includes an added living area above the garage. The property is a substandard riparian lot on the south side of Turtle Lake. The lot width is 75 feet, less than the 100-foot width of a standard riparian lot. The garage would be expanded from 20 x 24 feet to 24 x 26 square feet or 624 square feet, which is well below the 2,000 square foot foundation of the house. The living

area above the garage is proposed to be 16 x 25 feet or 400 square feet. The entry expansion would be 60 square feet that includes stairs leading up to the garage. A sidewalk with pergola will lead to the new entry. The addition will use the same color scheme of the existing house.

Because of the pervious street construction to reduce runoff, the Conservation District has suggested holding off on plans for a rain garden, and so the applicants propose pervious pavers along the garage to infiltrate storm water. Mitigation will use the practices of infiltration and a reduction of impervious surface.

Property owners within 150 feet were notified of the application. No comments were received. This proposal meets all code requirements, and staff recommends approval.

Commissioner McCool asked if the reduction in lot coverage is the size of the sidewalk to be removed, or whether it takes into account roof area that drains and is a credit. Mr. Warwick stated that the sidewalk is 200 square feet. The 800 square feet includes the area of the sidewalk as well as the area draining onto the sidewalk. The City Engineer has reviewed the impervious surface and storage capacity for runoff water. The 800 square feet draining into the sidewalk is a credit of 400 square feet. The final design is to be approved by the City Engineer to insure the rock base is sufficient for the runoff expected on the surface according to current rainfall standards over 10 years.

Commissioner Peterson expressed his appreciation not using architectural mass for shoreland mitigation, although the traditional red-colored siding is appropriate for the lake site. This is a well-planned project.

Commissioner McCool also commended the applicant but also stated that he is not totally supportive of saying that one practice is being accepted as two shoreland mitigation measures. Allowing that will gut mitigation requirements. However, he is satisfied that this applicant is doing a good job and would be willing to do more, if a rain garden would be of benefit.

MOTION: by Commissioner Schumer, seconded by Commissioner Peterson to approve residential design review application submitted by Jim and Kerry Meyer for 919 Oakridge Avenue, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Residential Design Review application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. Impervious surface coverage shall not exceed 29% of the total lot area as a result of this project. Foundation area shall not exceed 18%.

4. The design plans for the pervious sidewalk are subject to the review and approval of the City Engineer prior to installation.
5. An erosion control plan shall be submitted with the building permit application and implemented during construction of the improvements.
6. A Mitigation Affidavit shall be executed prior to the issuance of a building permit for the addition.
7. A building permit must be obtained before any grading or construction activity begins.
8. This approval is subject to a 5-day appeal period.

The approval is based on the following finding:

1. The proposal complies with the adopted standards for construction on a substandard riparian lot.

**VOTE:**                      Ayes - 5                      Nays - 0

**VARIANCE**

**FILE NO:**                      2534-14-24  
**APPLICANT:**                BRYAN SWIFT  
**LOCATION:**                    4932 TURTLE LANE EAST

**Presentation by City Planner Kathleen Castle**

The applicant seeks to extend the current driveway to serve a new detached accessory structure at the rear of his property. Two variances are requested:

- Reduce the 5-foot side yard setback requirement for a driveway to 2.6 feet on the west side
- Exceed the maximum accessory structure height of 14.5 feet to 15.6 feet for the proposed garage.

The property is 75 feet in width at the front lot line and widens to 175 feet in the rear. The property has a rambler home of 1032 square feet with an attached garage of 299 square feet. With the new garage, proposed to be 608 square feet with a height of 15.6 feet, the existing 10.6-foot driveway would be widened to 18 feet at the widest point. The expansion includes a swale to direct runoff away from the neighboring property. The size of the garage is permitted, but the height exceeds the height of the home, the principal structure.

The property is zoned R1, Detached Residential, which requires a minimum 5-foot setback for accessory structures and driveways from the side property line.

The applicant states practical difficulty is present. The intended use of the driveway would be for residential vehicles and a boat trailer. Encroachment into the 5-foot side setback is necessary to create a driveway with enough room to access the proposed rear garage with a truck and trailer. The added height allows room for shelving and is reduced from his first proposal. The variances requested will not impact the character of the neighborhood. Other options have been explored but would have a bigger impact on the neighborhood.

Property owners within 150 feet were notified of the proposal. One written comment was received supporting the application.

Staff believes there is practical difficulty and all three criteria for granting a variance are met. It would be difficult to add onto the existing garage. The property is almost one-half acre in size, and the height difference will not be noticeable. The house is a rambler style with a lower height than many houses. Staff believes the driveway is reasonable to access the new rear garage. Other homes in the neighborhood have rear garages with driveway access. Staff is recommending approval.

Chair Solomonson expressed the amount of parking space with this long driveway and parking pad on the side. He asked the outside storage regulations for vehicles. Ms. Castle stated that one vehicle per licensed driver at the residence may be stored outside, as well as RVs, trailers, boats.

Commissioner Peterson noted the amount of impervious surface being added and whether narrow swale will be adequate.

Commissioner Proud clarified that the swale only addresses the incremental runoff from the area requiring the variance. He asked if the slope of the driveway directs water to adjoining properties.

Commissioner McCool would want a condition added that the applicant would be required to maintain the swale.

Chair Solomonson noted the tight space of the driveway next to the house. If a vehicle were parked there, it would be a non-conforming situation.

**Mr. Bryan Swift**, Applicant, stated that he is willing to look at options to clarify grading and how the swale will work. He is not proposing to park on the driveway portion next to the house.

Commissioner Proud observed that this plan supports the City's goal to upgrade housing stock.

Chair Solomonson expressed concern about the potential amount of parking area created by the long driveway. Also, he would like a condition that the City Engineer would have to approve the grading.

Commissioner McCool stated that this is a unique circumstance with an odd-shaped lot and placement of a small home. The small house has a low pitched roof which does not follow today's standards. He stated he will support this application with three added conditions:

1. The design of the swale be installed with the approval of the City Engineer.
2. The driveway be graded to direct runoff away from adjacent property as approved by the City Engineer.
3. Prohibition of parking vehicles on the part of driveway next to the house. Although difficult to enforce, it would give neighbors an avenue to address this if it becomes an issue.

MOTION: by Commissioner McCool, seconded by Commissioner Proud to adopt the attached Resolution 14-53, permitting the expansion of the current drive to 2.6 feet from the property line and an accessory structure height of 15'6", for Bryan Swift, 4932 Turtle Lane E. Said approval is subject to the following five conditions and the addition of three conditions, Nos. 6-8:

1. The project must be completed in accordance with the plans submitted as part of the Variance application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. This approval is subject to a 5-day appeal period. Once the appeal period expires, a building permit may be issued for the proposed project. A building permit must be obtained before any construction activity begins.
4. The exterior design and construction of the structure must comply with Section 205.082 (5e), Exterior Design and Construction.
5. Use of the accessory structure shall be for personal use only and no commercial use or commercial related storage is permitted.
6. Applicant shall install a drainage swale along the west property line, with the final design of such swale subject to approval by the City Engineer.
7. Applicant shall grade the driveway at the rear of the house to direct runoff away from the neighboring property to the west, with the final grading plan for said driveway to be approved by the City Engineer.
8. Driveway area west of the existing garage shall not be used at any time for the parking of vehicles.

Said approval is based on the following findings of fact:

1. *Reasonable Manner. The property owner proposes to use the property in a reasonable manner not permitted by the Shoreview Development Regulations.*

Expansion of the existing driveway along the side of the house is reasonable. The encroachment on the minimum 5-foot setback from the side property line is needed to develop a driveway with a suitable surface width for a vehicle to reach the rear of the property.

The additional 1'1" height proposed height of the garage is reasonable for this ½ acre property due to the combination of the lot size, size of the home, landscape screening and



Antennas will be painted to match the tower. Landscaping is recommended to screen the shelters from the street. The shelter location must not result in operational difficulties for City utility staff. Radio frequency (RF) emissions comply with FCC standards, and it is unlikely that there will be RF interference. The generator will be used for emergency power only, except for routine testing and maintenance. The applications comply with City standards. The purpose is to cover existing coverage gaps. AT&T has no other facilities in the City.

Notices were mailed to property owners within 350 feet of each site. No comments were received for the South Tower. Three comments were received for the North Tower--two expressing RF health concerns and one about noise and screening when viewed from the north. The site was moved to the Lexington Avenue side to address this concern. Emissions do comply with FCC standards and no further study is necessary.

The applications have been reviewed by the Public Works Department which determined that the ground lease areas and installations will not cause operational problems. SEH has reviewed design plans and identified modifications that will be addressed before installation. Staff recommends approval of each application with the conditions listed in each motion.

Commissioner Proud asked if consideration has been given to noise issues from the air conditioning units on the other side of the North Tower with the move of the shelter. Mr. Warwick stated there is only one other such shelter, in Sitzer Park. That facility complies with City requirements. SEH staff suggests tree buffers have unintended consequences because the sound bounces off the screening and water tower. The City can enforce City standards regarding noise.

Commissioner McCool asked about which equipment can be placed in the pedestal of the tower. Mr. Warwick responded that the City allowed one instance of placing equipment in the pedestal. This requires staff to be present anytime wireless personnel need to access the equipment. The City will no longer allow placement in the pedestal. It is also difficult to provide maintenance and protect others' equipment.

Chair Solomonson asked if interference with Verizon has been considered. Mr. Warwick stated that Verizon is not yet operational. The consultant report is based on a model, not actual data which is standard practice. No interference is anticipated.

Commissioner McCool asked the City's response to landscaping in light of the comments of concern. Mr. Warwick stated that landscaping is planned along the north fence line. The proposed location is to screen the view of the shelter from Lexington Avenue.

Commissioner Peterson asked who is responsible for maintaining the landscaping. Mr. Warwick responded that several plantings have died at the north tower where the soil is mostly sand.

Chair Solomonson asked if the City is approaching the limit for the number of providers that can locate here. Mr. Warwick stated that ground space has greater potential to impact daily operations rather than equipment on the tower. Staff believes placement at a water tower is

preferable to monopoles.

MOTION: by Commissioner Proud, seconded by Commissioner Schumer to recommend to the City Council approval of the Wireless Telecommunications Facility Permit application for SAC Wireless/New Cingular Wireless PCS LLC to collocate antenna on the existing City-owned water tower located at 5880 Lexington Avenue, and to install an equipment shelter within a 26 by 40 leased area, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval is contingent upon the City Council authorizing the lease with New Cingular Wireless PCS LLC, including the 26 by 40 foot equipment site and an easement for ingress and egress.
3. The site plan, lease area and access/utility easements shall be revised to use the area east of the existing Clearwire equipment area for the AT&T lease area and shelter location.
4. The construction plans shall be revised in accordance with the comments of the City's engineering consultant, SEH.
5. A landscape plan shall be submitted for approval by the City Planner. The landscaping shall be planted to provide visual screening of the equipment structure from Lexington Avenue.
6. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
7. The site shall bear necessary OSHA required warnings regarding RF emissions.
8. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
9. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Approval is based on the following findings of fact:

1. The site is located in the TOD-2 where wireless telecommunications facilities collocated on an existing tower is a permitted use.
2. The proposal complies with the adopted City standards for Wireless Telecommunications Facilities, as specified in Section 207.040 of the Municipal Code.

**VOTE:**                      Ayes - 5                      Nays - 0

**MOTION:**     by Commissioner Proud, seconded by Commissioner Schumer to recommend to the City Council approval of the Wireless Telecommunications Facility Permit application for New Cingular Wireless PCS LLC to collocate antenna on the existing City-owned water tower located at 745 County Road E, and to install an equipment shelter within a 20 by 40-foot leased area, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval is contingent upon the City Council authorizing the lease with New Cingular Wireless PCS LLC, including the 20 by 40 foot equipment site and an easement for ingress and egress.
3. The construction plans shall be revised in accordance with the comments of the City's engineering consultant, SEH.
4. A landscape plan shall be submitted for approval by the City Planner. The landscaping shall be planted to provide visual screening of the equipment structure from Victoria Street.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
6. The site shall bear necessary OSHA required warnings regarding RF emissions.
7. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
8. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Approval is based on the following findings of fact:

1. The site is located in the TOD-2 where wireless telecommunications facilities collocated on an existing tower is a permitted use.
2. The proposal complies with the adopted City standards for Wireless Telecommunications Facilities, as specified in Section 207.040 of the Municipal Code.

**VOTE:**                      Ayes - 5                      Nays - 0

**MISCELLANEOUS**

**Council Meeting Assignments**

Commissioners McCool and Schumer will respectively attend the City Council meetings on August 4th and August 18, 2014.

**Workshop**

The Planning Commission will hold a workshop meeting on August 26, 2014.

**ADJOURNMENT**

MOTION:     by Commissioner Schumer, seconded by Commissioner McCool to adjourn the meeting at 9:018 p.m.

**VOTE:**                      Ayes - 5                      Nays - 0

ATTEST:

\_\_\_\_\_  
Kathleen Castle  
City Planner

## SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

### Meeting Minutes

July 22, 2014

#### ROLL CALL

Chair Josh Wing called the meeting to order at 7:31 a.m. with the following members present: Sue Denkinger, Jim Gardner, Dave Lukowitz, Gene Marsh, Jason Schaller, Jeff Washburn and Jonathan Weinhagen. Member Dave Kroona had an excused absence.

Assistant City Manager/Community Development Director Tom Simonson, and Economic Development and Planning Technician Niki Hill were also in attendance.

#### ACCEPTANCE OF AGENDA

Commissioner Weinhagen, seconded by Commissioner Marsh, moved to accept the agenda, as presented.

**Vote: 6 AYES 0 NAYS**

Members Denkinger and Schaller arrived.

#### APPROVAL OF MINUTES

Commissioner Weinhagen, seconded by Commissioner Denkinger, moved to approve the minutes of June 17, 2014, with one addition and one correction.

- Add the vote of Chair / Vice Chair
- Top paragraph of page 2 should be moved to member sharing.

**Vote: 8 AYES 0 NAYS.**

#### INFORMATION EXCHANGE

##### A. MEMBER SHARING

Chair Wing noted that he heard the Rainbow Grocery store would be closing this week and asked if staff knew a date. Hill commented that the last day open was actually today, July 22<sup>nd</sup>.

##### B. STAFF INFORMATION

###### *EDC and EDA Application Process to Fill Vacancies*

Simonson stated that we are now taking applications to fill the EDA and EDC vacancies. Interested persons can now apply online as well through a PDF that can be completed. We will also be recruiting to businesses.

***EDC “On the Road” Business Meeting***

Simonson stated that we have not had a meeting “On the Road” at a local business in quite some time and was wondering if there was interest in doing that for either the August or September meetings.

He suggested that Hummingbird Floral could be a possibility for the September meeting as they will be newly opened in Shoreview. Vice Chair Denkinger stated that she frequents there and that they are very excited for the move to Shoreview to have a larger space. There was strong consensus in support of meeting at a business, with preference towards Hummingbird Floral to welcome them to the community.

***Recent Council and Planning Commission Actions / Agenda Items***

Simonson stated that the surface water management plan went through recently and we are in the process of getting a Comprehensive Plan Amendment approval through the Met Council. Grass Lake watershed is no more. That area got taken over by the Ramsey Washington Watershed District. So the City now has two Watershed Districts instead of 3.

The 3339 Victoria Street property had the purchase agreement go to the July 21<sup>st</sup> Council meeting. This follows the minor subdivision that was approved on the July 7<sup>th</sup> City Council meeting.

The City Council approved the removal of the floating bogs on Snail Lake. The levels of the lake are still very high and it was deemed as a health/safety issue as they were floating around the lake without a specific location. Property owners of Snail Lake had corralled them and moved them to the Snail Lake Public Beach. The cleanup will be funded through the Snail Lake Improvement District – which ultimately puts the cost back on the homeowners. On a related note, the augmentation of Snail Lake happens in March/April timeframe so we cannot predict the rains that will come. We are not actively augmenting the lake at this point to increase the lake levels.

At the request of a number of businesses, Chatsworth Street has been declared “no parking” on both sides because of Westinghouse’s ongoing parking issues. We originally had posted one side of the street no parking but recently had to change it. The employees were parking as far down as the cul de sac which made it difficult, if not impossible, for delivery trucks to access the other properties. The City thinks that this may help to influence future expansion plans as they need greater parking needs.

The Ramsey County Library expansion plans are still moving forward. The homeowner on the corner of Highway 96 and Lexington passed away earlier this year and the library has entered into an agreement to purchase this home from the estate. The City was asked to take the lead to pursue purchase of the adjacent home along Highway 96. Previous attempts to purchase the property have failed and the homeowners were not interested. This time they were approached by City staff and agreed to a visit with the City and subsequently contacted the City to agree to a sale. They agreed to the price that was

determined by the Ramsey County property records. The City will close on the residential property no later than April of 2015.

The purchase of the two residential properties allows for the County to build a new library building on the corner as it is a similar cost to remodeling and expanding the current building. The re-use of the existing building has yet to be determined. The County has already bonded for the improvements (expansion/new construction) that are slated for next year. There are talks of adding in a coffee shop with the Library.

Commissioner Washburn asked about any expansion to the Shoreview Community Center. Simonson stated that they want to expand the fitness center and some additional program space. The project has been under concept but the scope of the project has yet to be formalized.

Simonson stated that the Shoreview Ice Arena may not be closing due to the number of other arenas in the area closing by the County. They will likely keep the Shoreview facility open for at least another two years.

#### ***Economic Development Authority Update***

The City is looking at how to fund the Special BRE fund that was granted through the special legislation. The City has a balance of \$165,000 from a repaid MIF loan that is restricted for job growth projects and could be transferred into the fund. Other funding sources could include TIF 1, TIF 2, and the repayment from Lakeview Terrace. The City is also in the process of updating the Advantage Shoreview program as a platform. Chair Wing asked if these funds already existed. Simonson stated that yes, some of them are. Shifting funds to this BRE fund would allow the TIF funds to be used for Business Loans – which they are not allowed to be used for if they remain as TIF dollars. Additionally pooling the money would allow us to have more to offer if needed. The special legislation also allows Shoreview to retain 20% of any of the BRE TIF districts created and direct into the BRE fund as well. Commissioner Washburn asked if we intended to compete with banks with these funding sources. Simonson clarified that it is meant to be more Gap funding. Washburn asked if there was a cap to the amount of funds. Simonson stated that it is in discussion right now but no decision has been made yet.

The Highway Corridor transition study is still nearing the end. They held a final meeting on July 14<sup>th</sup> to get input from EDA, City Council, and Planning Commission members before they release their final report to us. They will be using the study to get a better understanding of current conditions and future factors that may impact residential properties along these busy corridors. The objective is to identify transition areas that may change over time and develop land use strategies to prepare and manage any proposed change which will be driven by the private sector and market. Simonson said that if any results of the study suggest changes to the Comprehensive Plan that would involve developing or refining policy development areas and public input.

***Hamline Economic Development Certificate Program***

Simonson stated that he just wanted EDC members to be aware of the Economic Development Certificate program that Niki Hill is currently in. He believes that it will be a benefit to both her and the City with the further understanding of Economic Development and the tools that are available to cities.

**GENERAL BUSINESS**

***Business and Development News***

Rainbow foots will be closing today (July 22, 2014). The lease will be paid through 2015. There is strong interest right now – with the current property owner saying that there are three independent grocers in talks. Grocery stores are still pursued by a lot of the residents and would be one of the preferred options for the site. The City will work with the developer to get a good choice and strong change – helping with redevelopment of the site if necessary. The current owner is not interested in keeping the development. Commissioner Washburn asked how many acres the site was. Simonson said that there are 10 acres total on the site, but 4 of them are wetland areas. Chair Wing asked if we had talked with any developers. Simonson stated that we had talked with three of them and they all seemed to have an interest but will wait to see what the market bring.

Simonson did want to clarify that the rumor about senior housing coming to the site is not true. There is no plan or proposal to put senior housing at that site. The Oak Hill Montessori School would like to purchase a north section of the property if possible. They have had an agreement with Rainbow where the teachers currently use the parking to the north of the grocery store.

Commissioner Gardner asked about discount stores. Does that City have a position? Simonson stated that there is concern expressed by the Council and EDA about the large box being renovated into discount retail tenant space or other potential re-uses that would not be as desirable as a quality grocer or a full redevelopment.

Wing asked if we have any inkling on the type of grocer interested. Simonson said that he was told by the property owner they were “quality grocers”. Wing followed up asking if we have any indication on lease terms. Simonson said no yet, but not that Roundy’s is exiting we may see the property owner be able to openly negotiate.

***BRE Program Update***

One thing we learned from our recent business visits is that we have a few businesses that are potentially looking to expand including Torax Medical, HED Cycling and SVL-Schwab Vollhaber Lubratt. Property to the north of Torax is apparently not in a conservation hold anymore. They actively have a for sale sign on the site. Staff will follow-up and explore options with Torax Medical.

HED Cycling is supposed to get back to us and let us know if they are still in need of gap financing in order for them to acquire the Tomlyn building that they are currently leasing.

The full BRE Program discussion has been moved to the next meeting in the interest of time.

***Topics for Small Business Workshop***

Commissioner Weinhagen said that if you survey majority of the businesses in the area, that they will say that they would like Workshop topics on HR and other practical areas of interest. Then the Workshop comes and the turnout is extremely low. If you put a workshop on topics such as marketing and social media, the room will get filled every time.

Commission Denkinger suggested financing options for small business or general resources. A lot of times small businesses do not know where to start or the types of financing available. Economic Gardening might be a good topic as well – especially if we get two or three of the current participants to come in and discuss the program. Social Media and marketing would also be a beneficial topic.

The timing of the event was discussed including a 3-5 option or lunch. Commissioner Weinhagen said that the most well attended in his experience was either in the morning or over lunch. The idea of having it before an event like the Business Exchange could get long for participants. Any session longer than 2 hours, people start to lose interest.

Commissioner Denkinger said for size we are probably looking at small to mid-sized companies so that makes it harder to figure out the target audience because of their varied needs.

Staff will come back with options for the EDC. They will make some calls and look further into some of the suggestions. Economic Gardening participants should be contacted to see if they are willing to discuss.

Commissioner Washburn said that looking at the BRE sheet that we have made some of the earlier visits we should look at revising. Deluxe, for instance, has shifted their market and Nardini said at the last Business Exchange that they are still contemplating expansion.

***ADJOURNMENT***

Commissioner Washburn, seconded by Commissioner Marsh, moved to adjourn the meeting at 8:42a.m.

**Vote: 8 AYES      0 NAYS**

# SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

## Meeting Minutes

August 7, 2014

### 1. CALL TO ORDER

The meeting was called to order at 7:10 p.m.

### 2. ROLL CALL

Members Present: Mark Stange, Craig Mullenbach, Jay Martin, Ted Haaf, Muriel Zhou, Craig Francisco

Members Absent: Keith Severson, Judd Zandstra

Guests: None

City Staff: Charlie Grill

### 3. APPROVAL OF AGENDA

The committee agreed and approved the updated agenda.

### 4. APPROVAL OF MEETING MINUTES

The minutes of the June 5, 2014 meeting were reviewed and approved by consensus of the Committee.

### 5. COMMITTEE DISCUSSION ITEMS

The committee began with reviewing the public works monthly report. Several questions were asked about the condition of the trail under Gramsie Road as well as the trail being installed along Lexington. Charlie updated the committee on the progress of the Lexington trail and explained that there is some cleanup that needs to be done near Gramsie Road but that Ramsey County will be taking care of any restoration or cleaning.

Charlie also explained that over the next year, all crosswalks in the City will be reviewed and placed into a database. This database will help staff regulate maintenance and ensure that all crosswalks meet the same standards.

#### TOUR DE TRAILS:

Improvements for the Tour de Trails included having the flyers at the SLICE booth prior to the ride. People will not be able to pay at the booth but they will be able to take the flyer for information. It was also proposed to start the Tour de Trails check-in 30 minutes earlier. The short-cut will be labeled next year with a sign to notify riders where the

short-cut begins and the maps will be color coordinated with the signs. The final idea was to have snacks or treats such as coffee and cookies at the end of the ride. This would give a more official ending to the ride and give riders the opportunity to connect with other trail riders.

**SLICE BOOTH:**

Many committee members noted that the clear plastic table top created a more professional look and also was very functional with having maps displayed below it. It helped prevent maps and other materials from blowing in the wind; however, paper weights will be needed for additional materials on top of the table.

One of the attraction ideas for next year was a "Track your Committee Member." It will be a challenge to all committee members to see how far they can ride in one sitting on a spin bike. Visitors to the booth are able to estimate how far each member will go and the visitors closest to the completed distance will win a Tour de Trails T-shirt.

The final topic was the September meeting. The committee voted to cancel the September meeting and resume meeting in October.

The meeting was adjourned at 8:00 PM.

# Memorandum

**To:** Mayor and City Council Members  
**Cc:** City Manager  
**From:** Tom Simonson  
Assistant City Manager and Community Development Director  
**Date:** August 15, 2014  
**Re:** Monthly Report  
– Administration Department  
– Community Development Department

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## Planning and Zoning

**Planning Commission** – The Planning Commission will hold their regular meeting on August 26<sup>th</sup>, with a total of six applications on the agenda for consideration. Items include an amendment to a Planned Unit Development and Comprehensive Sign Plan for a Raising Cane’s restaurant located adjacent to Super Target in the outlot along Lexington Avenue. Other requests pertain to residential property improvements and include conditional use permits for accessory structures, variances and a residential design review.

**Highway Corridor Transition Study** – A joint meeting with the City Council, Economic Development Authority and Planning Commission was held last month, where the planning consulting firm HKGI presented implementation strategies and financial tools for the study areas. The discussion focused on what role the City should play in some of these redevelopment areas. The next step is the preparation of the final study document, which will be presented to the City Council within the next few months. Outcomes of the study and strategies will eventually lead to developing updated and new land use policies in the Comprehensive Plan and involve a public review process.

**Railroad Quiet Zones** – In follow-up to the funding approved by the Legislature to establish a quiet zone for the north-south railroad corridor, City staff has met with engineering consultants SEH, Inc. and the City of Little Canada to review the process and needed improvements for the North Owasso Boulevard and Jerrold Avenue crossings. The existing agreement with SEH, Inc. has been amended to include work associated with establishing a quiet zone for this north-south corridor. Work will hopefully occur in 2015 on the north-south corridor intersection upgrades, but is dependent on approvals from the railroad and other agencies. The east-west rail corridor through the Lexington Avenue and Victoria Street intersections was officially designated a quiet zone area last week.

**Rondo Community Land Trust** – The Rondo Community Land Trust has submitted an application to the Minnesota Housing Finance Agency through the Community Land Trust Impact Fund seeking financial assistance to acquire up to two homes in Shoreview. Rondo is seeking \$200,000 through this program, which would then be matched by Ramsey County. Funding through this program will enable Rondo to write down the cost of the property, thereby increasing affordability to low and moderate income

families. Rondo has asked the City to assist in the preparation of this application by providing information regarding housing and employment.

### **Economic Development**

**EDA and EDC Openings** – As announced recently, Economic Development Authority and Economic Development Commission member Gene Marsh submitted his resignation, as he and his family will be moving out of Shoreview. Gene has generously offered to remain on the board until a new person can be appointed. Long-time EDC member Dave Lukowitz also announced his resignation after the August meeting, as he will have served for 20 years.

Press releases were sent to local newspapers and an announcement was posted on the City's website that we are seeking applicants for both the EDA (one position) and EDC (two positions). The City also notified our BRE businesses directly via email seeking applicants. Applications are due by end of the day on August 15<sup>th</sup>. The EDC will be reviewing applications at their meeting on August 19<sup>th</sup> and will likely schedule interviews with the candidates. EDA applications will be forwarded to the authority board in September and the City Council will be asked to make a formal appointment.

**Shoreview Business Matters Newsletter** – The next issue of the new *Business Matters* newsletter is planned for distribution in mid-September. *Business Matters* will be published quarterly to our business community, and will include spotlight articles featuring local businesses as well as development updates and other information/resources of interest to our businesses. The City hopes to build an email database of subscribers to the newsletter to reach a wider audience, especially at our larger companies. Please let staff know if you have any suggestions for news articles or how we can improve the format.

**Small Business Workshop** – In follow-up to a goal of the Economic Development Commission, staff has been exploring topics and started plans for the City hosting a small business workshop this fall for our local business community. Jonathan Weinhagen, EDC member and Vice President at the Saint Paul Area Chamber of Commerce, has been providing staff with suggestions and contacts for the seminar. If successful, the City may host one or two workshops per year for our businesses.

**Special TIF Legislation** – The City was successful in getting legislation passed giving special authority through a pilot program to establish up to three Economic Development TIF Districts for a period of 12 years, instead of the current maximum of 8 years for the purpose of business retention, expansion and job creation. Shoreview is also allowed to create a special BRE fund from both existing and future tax increment resources that can be used to assist local businesses with expansions for job creation. The City would have this special authority as a pilot program for a period of 5 years.

In general, the BRE Fund would be used to provide loans to qualifying businesses looking to expand and create jobs. The EDA may recall the adoption of a business loan policy called *Advantage Shoreview Business Partnership Loan Program* several years ago as a response to temporary uses of tax increment by the Legislature to stimulate job growth in Minnesota. Staff foresees the *Advantage Shoreview* guidelines being amended and updated to match the goals of the BRE Fund.

As part of the Special Legislation for a new BRE Tax Increment District, the City of Shoreview has the ability to create a new BRE Fund. This fund is a separate entity from the BRE Tax Increment District. Under the Special Legislation Statute, the City can create up to three (3) BRE Tax Increment Districts where 20% of the increment collected (pooled) can be receipted in the BRE Fund.

The EDA discussed the concept of establishing a BRE fund as allowed under the City’s legislative authority, including the pros and cons of this fund option as an additional financing tool to assist with business retention and expansion versus retaining existing tax increment fund resources. There was strong EDA support in establishing a special BRE Fund, as allowed through the special legislation. The EDA has now begun to review options to seed the fund through tax increment and other potential resources. The level of funding will directly relate to the specific purpose and guidelines of the BRE Fund. The EDA will be continuing their review of developing a new BRE fund for business growth and will provide more details to the City Council as they become available.

**Housing and Code Enforcement Activity**

**Rental Licensing** – There have been a record 584 General Dwelling Unit rental licenses (GDUs are single-family homes, townhouses, condominiums) issued so far for the 2014 licensing year. New GDU license applications are expected throughout the year as properties are converted and the owners apply for licenses.

Inspections of all eight Multi-Family Unit complexes (MFUs are general rental and senior apartment buildings) have been completed for this year. Approximately 1/3 of the dwelling units within each of the complexes are inspected for compliance with the City’s housing and property maintenance code. This year is the first time interior common areas will be inspected based on changes to our Housing Maintenance regulations. These MFU inspections are coordinated with the Fire Marshal from the Lake Johanna Fire Department, who inspects the common areas of these complexes to ensure Fire Code standards are being met.

Inspection for GDU units are geographically scheduled by neighborhood throughout the City and performed every other week into the fall. To date, 151 inspections have been conducted of the approximately 301 GDU rental homes that will be inspected in 2014.

**Code Enforcement** – There were 12 new code enforcement cases opened in the past month. The table below summarizes the status of code enforcement activity:

Year	Total Cases	Cases Open	Cases Closed
2014	122	80	42
2013	159	44	115

City and Lake Johanna Fire Department Staff are also continuing to work with four homeowners who were previously notified of property maintenance, housing and fire code violations and required to enter into compliance agreements with the City. Per our agreements with these homeowners, the City and Lake Johanna Fire Department staff has the authority to conduct follow-up inspections to ensure compliance to the City's ordinances and Fire Code.

The Hoarding Project, in a pilot initiative with the City of Shoreview, has started to hold support group sessions here at City Hall. Residents who have entered into compliance abatement agreements with the City have been encouraged to attend.

**Other News and Information**

- Attached is the monthly services report from the HousingResource Center.
- Attached is the monthly building permit activity report from the Building Official.



**CITY OF SHOREVIEW**  
**BUILDING INSPECTOR MONTHLY REPORT**  
**COMPARISON OF YEAR 2014 WITH 2013**

	JULY 2014		TO DATE 2014		JULY 2013		TO DATE 2013	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS	4	\$1,135,650	8	\$2,269,650	1	\$225,000	4	\$1,835,000
TOWNHOMES			0	\$0			0	\$0
ADDITIONS	5	\$1,928,000	15	\$2,263,300	2	\$55,000	21	\$904,200
GARAGES			2	\$28,000	1	\$15,000	4	\$90,000
MISCELLANEOUS	106	\$608,720	473	\$2,918,003	225	\$1,563,236	645	\$4,285,541
APARTMENTS			0	\$0	1	\$1,999,750	1	\$1,999,750
OFFICES			1	\$1,500,000			0	\$0
RETAIL			0	\$0			1	\$1,285,000
INDUSTRIAL/WAREHOUSE			1	\$80,000			0	\$0
PUBLIC BUILDINGS			0	\$0	2	\$120,000	2	\$120,000
COMMERCIAL ADDITIONS			0	\$0			2	\$385,000
COMMERCIAL ALTER	5	\$192,225	32	\$2,616,314	6	\$730,100	39	\$2,542,951
<b>TOTAL</b>	<b>120</b>	<b>\$3,864,595</b>	<b>532</b>	<b>\$11,675,267</b>	<b>238</b>	<b>\$4,708,086</b>	<b>719</b>	<b>\$13,447,442</b>

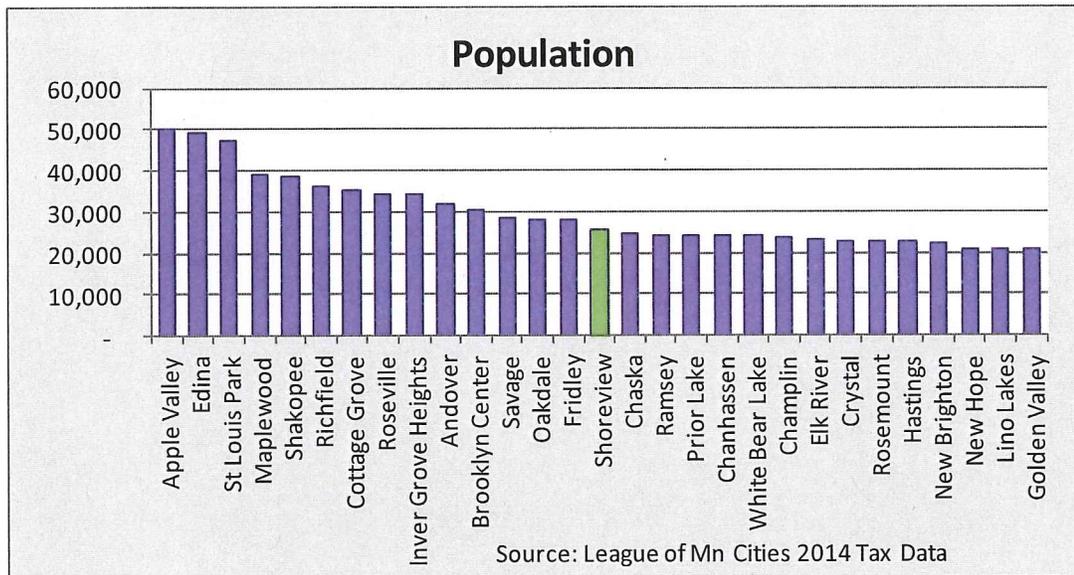
CC: CITY MANAGER  
DIR. COMMUNITY DEV  
MAYOR

TO: Terry Schwerm, City Manager  
 FROM: Fred Espe, Finance Director  
 DATE: August 4, 2014  
 RE: Monthly Finance Report

**PROPERTY TAX STATISTICS**

The League of Minnesota Cities released 2014 property tax statistics this week. The information, combined with the data published in the annual State Auditor’s report (covering 2012 local government revenue, spending, debt levels and fund balances), will be used to prepare illustrations used during this years’ budget process. The June monthly finance report already provided comparisons for revenue, expense, and debt levels, and so this report will focus on property taxes and value.

**Population** – Comparison cities include those in the metro area that are closest to Shoreview in population, selecting 14 larger and 14 smaller. It should be noted that Shoreview’s population is 13.4% below the average of the cities in this group.



**City Property Taxes** – The City portion of property taxes on a median home (\$207,500 value in 2004 and \$224,500 value in 2014) has increased one rank position as compared to the year 2004.

- Shoreview ranks 6<sup>th</sup> lowest in 2014 (24.8% below average in 2004 and 19.2% below in 2014)
- Shoreview’s ranking in 2014 is the same as it’s 2013 ranking
- The highest City tax occurs in Brooklyn Center in both years
- White Bear Lake and Chaska rank the lowest two cities in both years

City Tax on Median Home				
Rank	2004		2014	
1	Brooklyn Center	\$ 1,088	Brooklyn Center	\$ 1,538
2	Hastings	1,040	Hastings	1,375
3	New Hope	1,021	Richfield	1,338
4	Golden Valley	943	Golden Valley	1,283
5	Cottage Grove	904	New Hope	1,216
6	West St Paul	865	Savage	1,183
7	Inver Grove Heights	846	Crystal	1,173
8	Richfield	841	Maplewood	1,048
9	Crystal	835	Fridley	1,047
10	Apple Valley	822	Apple Valley	1,041
11	South Saint Paul	819	St Louis Park	1,008
12	St. Louis Park	817	Elk River	1,007
13	Ramsey	785	Rosemount	989
14	New Brighton	743	Lino Lakes	969
15	Oakdale	743	Inver Grove Heights	967
16	Champlin	742	Champlin	930
17	Maplewood	740	Andover	919
18	Prior Lake	715	Ramsey	918
19	Chanhassen	682	Cottage Grove	905
20	Shakopee	673	Roseville	881
21	Andover	651	Shakopee	872
22	Woodbury	643	Oakdale	855
23	Fridley	629	New Brighton	796
24	Lakeville	624	Shoreview	778
25	Shoreview	562	Prior Lake	727
26	Edina	530	Chanhassen	595
27	Roseville	494	Edina	595
28	White Bear Lake	479	Chaska	546
29	Chaska	399	White Bear Lake	438
	Average	\$ 747	Average	\$ 963
	Median	\$ 743	Median	\$ 967
	Shoreview to Avg	-24.8%	Shoreview to Avg	-19.2%

**Total Property Taxes** – Even though the comparisons for the City portion of the tax bill increased one ranking, total property taxes have increased 6 rank positions.

- Shoreview ranks in the middle for 2004 (1.7% below the average total tax for all jurisdictions)
- Shoreview ranks 9<sup>th</sup> highest in 2014 (3.7% above the average total tax for all jurisdictions)
- The highest total tax occurs in Brooklyn Center in both years
- The lowest total tax occurs in Inver Grove Heights in both years

Total Tax on Median Home				
Rank	2004		2014	
1	Brooklyn Center	\$ 2,890	Brooklyn Center	\$ 4,188
2	New Hope	2,877	New Hope	3,880
3	Crystal	2,717	Crystal	3,863
4	Golden Valley	2,697	Golden Valley	3,810
5	St. Louis Park	2,507	Richfield	3,718
6	Chanhassen	2,468	Maplewood	3,715
7	Richfield	2,419	Elk River	3,630
8	New Brighton	2,414	New Brighton	3,427
9	Maplewood	2,401	Shoreview	3,401
10	Champlin	2,342	Roseville	3,395
11	Cottage Grove	2,311	Fridley	3,384
12	Prior Lake	2,307	St Louis Park	3,373
13	Chaska	2,300	Savage	3,285
14	Hastings	2,223	Champlin	3,273
15	Shoreview	2,214	Hastings	3,217
16	White Bear Lake	2,190	Lino Lakes	3,213
17	Edina	2,155	White Bear Lake	3,150
18	South Saint Paul	2,120	Ramsey	3,052
19	Ramsey	2,115	Cottage Grove	3,016
20	Apple Valley	2,096	Chaska	3,005
21	Roseville	2,060	Chanhassen	2,970
22	Woodbury	2,020	Apple Valley	2,967
23	Fridley	2,005	Edina	2,956
24	Shakopee	1,988	Andover	2,938
25	Oakdale	1,981	Rosemount	2,912
26	Lakeville	1,894	Prior Lake	2,893
27	Andover	1,892	Shakopee	2,870
28	West St Paul	1,864	Oakdale	2,818
29	Inver Grove Heights	1,852	Inver Grove Heights	2,795
	Average	\$ 2,252	Average	\$ 3,280
	Median	\$ 2,214	Median	\$ 3,217
	Shoreview to Avg	-1.7%	Shoreview to Avg	3.7%

**City Levy** – A comparison of the gross tax levy for each City shows that Shoreview has increased 1 rank position since 2004.

- Shoreview ranked 19 in 2004, and ranks 18 in 2014
- Edina ranks highest in both years
- White Bear Lake and Chaska rank the lowest two cities in both years

Tax Levy Ranking				
Rank	2004		2014	
1	Edina	\$ 18,123,386	Edina	\$ 26,828,758
2	Woodbury	16,687,586	St Louis Park	25,578,545
3	Apple Valley	16,442,303	Apple Valley	21,843,173
4	St. Louis Park	16,323,310	Richfield	18,013,301
5	Lakeville	12,569,081	Maplewood	17,912,641
6	Maplewood	12,193,692	Golden Valley	17,435,924
7	Golden Valley	11,354,430	Roseville	17,178,721
8	Inver Grove Heights	10,764,786	Shakopee	16,137,178
9	Richfield	10,257,383	Savage	15,711,006
10	Cottage Grove	9,777,861	Inver Grove Heights	15,056,932
11	Brooklyn Center	9,760,300	Brooklyn Center	14,361,164
12	Roseville	8,885,940	Cottage Grove	12,699,129
13	Shakopee	8,340,383	Hastings	11,610,971
14	New Hope	7,829,564	Fridley	11,172,148
15	Hastings	7,503,737	Andover	10,656,849
16	Oakdale	7,426,065	Rosemount	10,621,449
17	Chanhassen	7,313,842	Oakdale	10,088,705
18	Andover	6,781,908	Shoreview	9,919,152
19	Shoreview	6,645,411	Chanhassen	9,885,256
20	Fridley	6,483,836	Elk River	9,853,831
21	West St Paul	6,209,990	New Hope	9,718,247
22	Crystal	6,189,096	Crystal	8,800,325
23	Prior Lake	5,817,765	Ramsey	8,564,600
24	New Brighton	5,760,147	Champlin	8,322,281
25	Champlin	5,703,033	Lino Lakes	8,296,179
26	South Saint Paul	5,249,794	Prior Lake	8,292,125
27	Ramsey	5,122,080	New Brighton	6,800,344
28	White Bear Lake	4,606,670	Chaska	5,145,864
29	Chaska	2,670,803	White Bear Lake	4,755,000
	Average	\$ 8,923,937	Average	\$ 12,802,062
	Median	\$ 7,503,737	Median	\$ 10,656,849
	Shoreview to Avg	-25.5%	Shoreview to Avg	-22.5%

**LGA** – Shoreview receives no local government aid (LGA) to help support the cost of City services. The table below presents the amount of LGA received by each comparison city in 2014.

- Crystal receives the highest LGA per capita at \$72.59 (\$1.644 million in LGA)
- White Bear Lake receives the second highest LGA at \$63.59 (\$1.532 million in LGA)
- Several cities receive no LGA

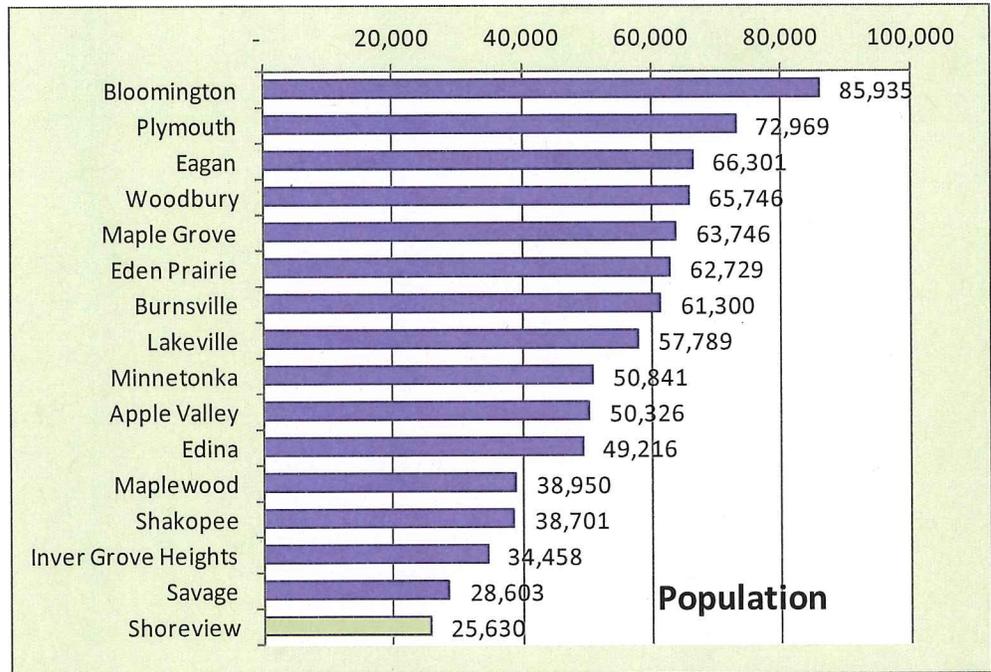
City	Population	LGA	LGA Per Capita
Crystal	22,645	\$ 1,643,830	\$ 72.59
White Bear Lake	24,100	1,532,448	\$ 63.59
Richfield	36,041	1,937,907	\$ 53.77
Brooklyn Center	30,426	1,352,440	\$ 44.45
Fridley	27,865	1,211,026	\$ 43.46
New Hope	20,904	532,819	\$ 25.49
Hastings	22,592	510,137	\$ 22.58
New Brighton	22,123	493,136	\$ 22.29
Chaska	24,811	462,669	\$ 18.65
Maplewood	38,950	530,709	\$ 13.63
Golden Valley	20,683	219,081	\$ 10.59
Champlin	23,499	237,533	\$ 10.11
St Louis Park	47,321	458,830	\$ 9.70
Elk River	23,370	225,894	\$ 9.67
Roseville	34,476	224,940	\$ 6.52
Oakdale	28,142	106,035	\$ 3.77
Ramsey	24,306	91,381	\$ 3.76
Andover	31,692	74,655	\$ 2.36
Cottage Grove	35,403	59,626	\$ 1.68
Apple Valley	50,326	-	\$ -
Edina	49,216	-	\$ -
Shakopee	38,701	-	\$ -
Inver Grove Heights	34,458	-	\$ -
Savage	28,603	-	\$ -
Shoreview	25,630	-	\$ -
Prior Lake	24,223	-	\$ -
Chanhausen	24,155	-	\$ -
Rosemount	22,605	-	\$ -
Lino Lakes	20,833	-	\$ -

**Tax Rates** – Comparisons of tax rates are useful because the tax rate measures both the change in levies and values (the levy is divided by the taxable value to compute the tax rate). Shoreview’s City tax rate has remained relatively constant over the last 10 years, ranking 5<sup>th</sup> and 6<sup>th</sup> lowest in 2004 and 2014 respectively.

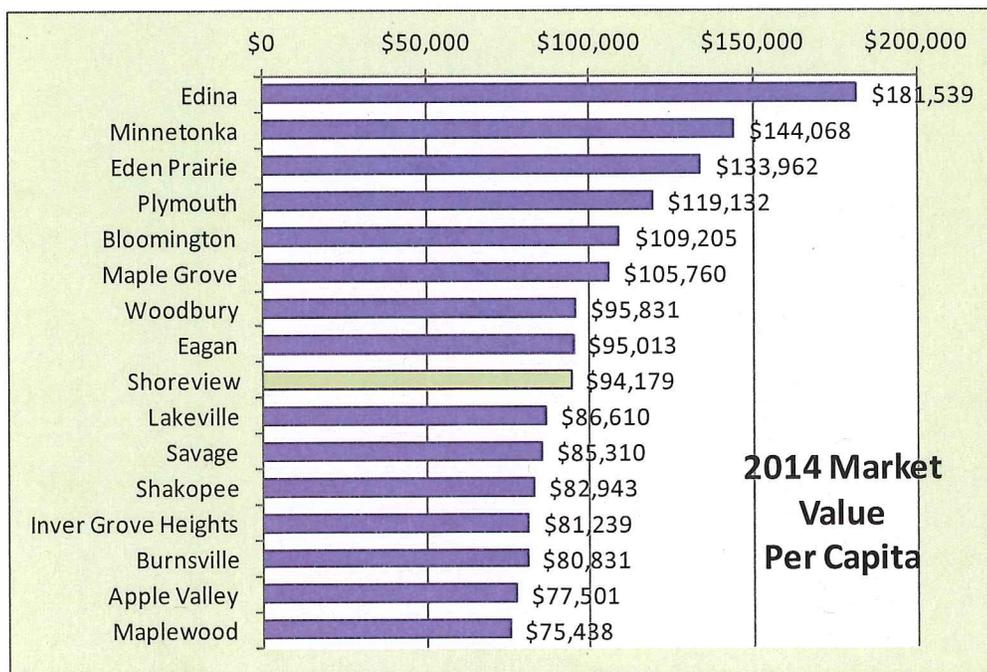
City Tax Rate				
Rank	2004		2014	
1	Brooklyn Center	52.440%	Brooklyn Center	74.133%
2	Hastings	50.110%	Hastings	66.246%
3	New Hope	49.190%	Richfield	64.464%
4	Golden Valley	45.450%	Golden Valley	61.839%
5	Cottage Grove	43.560%	New Hope	58.596%
6	West St Paul	41.680%	Savage	55.278%
7	Inver Grove Heights	40.780%	Crystal	54.774%
8	Richfield	40.510%	Fridley	48.577%
9	Crystal	40.220%	St Louis Park	48.570%
10	Apple Valley	39.610%	Elk River	48.544%
11	South Saint Paul	39.450%	Maplewood	48.378%
12	St. Louis Park	39.370%	Apple Valley	47.891%
13	Ramsey	37.810%	Rosemount	47.676%
14	Oakdale	35.830%	Lino Lakes	46.683%
15	New Brighton	35.800%	Inver Grove Heights	46.611%
16	Champlin	35.740%	Champlin	44.803%
17	Maplewood	35.680%	Ramsey	44.237%
18	Prior Lake	34.440%	Cottage Grove	43.607%
19	Chanhassen	32.880%	Andover	43.359%
20	Shakopee	32.430%	Shakopee	41.437%
21	Andover	31.350%	Oakdale	41.201%
22	Woodbury	31.010%	Roseville	40.121%
23	Fridley	30.320%	New Brighton	38.378%
24	Lakeville	30.050%	Shoreview	37.490%
25	Shoreview	27.070%	Prior Lake	30.687%
26	Edina	25.560%	Edina	27.920%
27	Roseville	23.830%	Chanhassen	27.230%
28	White Bear Lake	23.080%	Chaska	26.330%
29	Chaska	19.230%	White Bear Lake	21.102%
	Average	36.017%	Average	45.730%
	Median	35.800%	Median	46.611%
	Shoreview to Avg	-24.8%	Shoreview to Avg	-18.0%

**MLC Comparisons** – Cities that belong to the Municipal Legislative Commission (MLC) also provide an important comparison because many achieve high quality-of-life rankings from their residents in their respective community surveys, and are often recognized as having sound financial management. In fact, most of the 16 cities have AAA bond ratings, as does Shoreview.

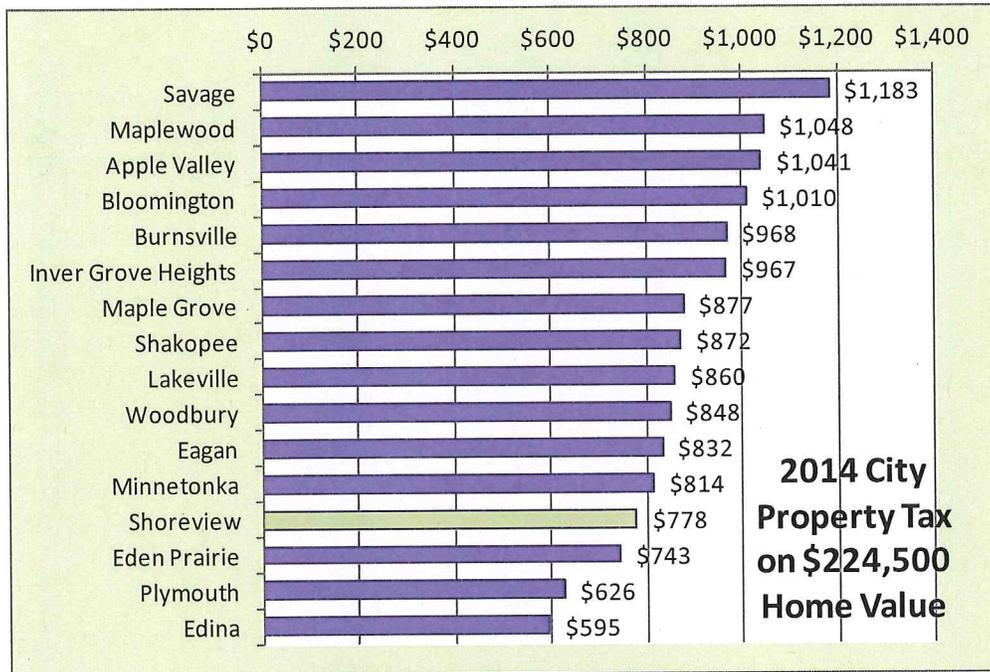
Shoreview has the smallest population in the group, and is roughly half of the average for the group.



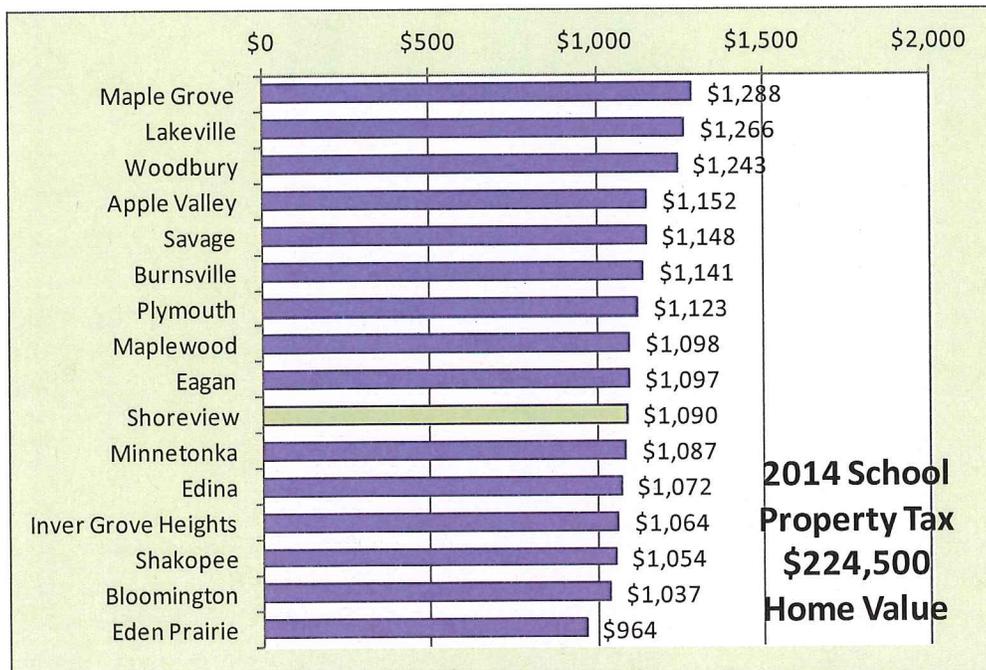
Market value comparisons are most helpful when viewed on a per capita basis, because the geographic size of each community varies. The next graph illustrates the market value per capita for each MLC city, with Shoreview near the middle of the group (about 8.6% below average).



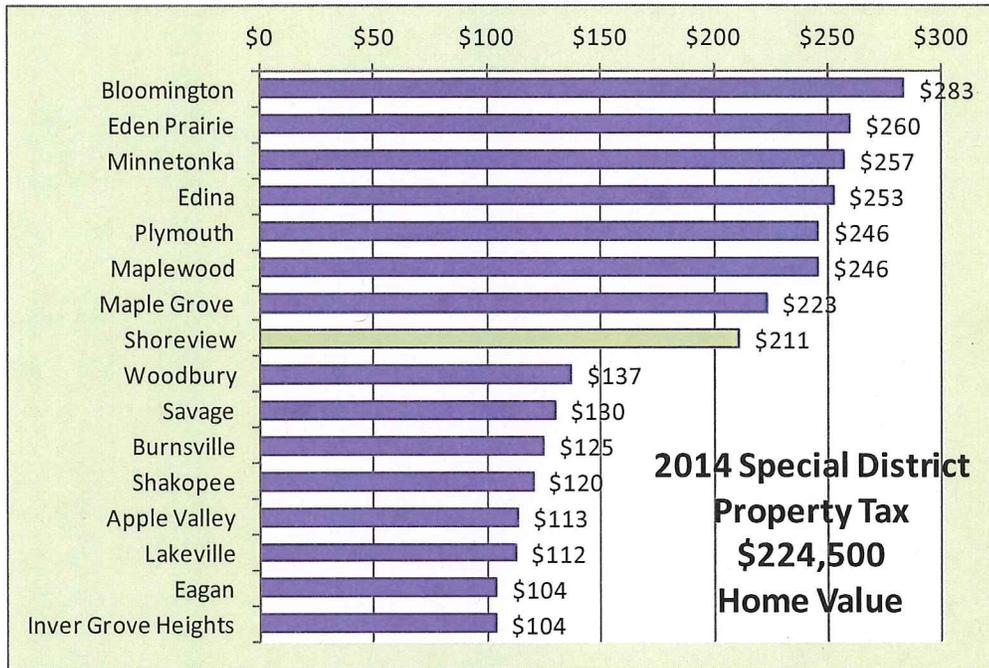
Median Home taxes for each type of taxing jurisdiction provide perhaps the most revealing comparisons. The graph below shows the City share of the tax bill on a \$224,500 home (the median value in Shoreview). Shoreview ranks 4<sup>th</sup> lowest at \$778, and Savage ranks highest at \$1,183.



School District property taxes in Shoreview (for the Mounds View district) rank about 2.7% below the average for MLC cities (see graph below).



Special District property taxes rank 15% above average in Shoreview (for Rice Creek Watershed, Mosquito Control, Met Council, and the Shoreview HRA).



County property taxes for cities located in Ramsey County (Maplewood and Shoreview) rank 46% above the average of MLC cities. The County tax on a Shoreview median valued home is \$1,323 in Ramsey County, \$1,037 in Hennepin County, \$824 in Scott County, \$691 in Washington County and \$660 in Dakota County.



Total Taxes in Shoreview rank 3<sup>rd</sup> highest for MLC cities. During 2013 Shoreview's total tax was 2<sup>nd</sup> highest among MLC cities, which means Shoreview's property taxes have decreased 1 rank position since last year (for all taxing jurisdictions combined).



During 2014, Shoreview will collect approximately \$387.01 per capita in property taxes. This is the lowest per capita tax level among MLC cities. Minnetonka receives the highest amount of tax per capita at \$606.29. The average for MLC cities is \$469.75.

**MONTHLY REPORT**

Attached is the monthly report for July of 2014.

City	City Levy Per Capita
Minnetonka	\$ 606.29
Bloomington	559.17
Savage	549.28
Edina	545.12
Eden Prairie	509.77
Maple Grove	507.38
Burnsville	464.09
Maplewood	459.89
Inver Grove Heigl	436.96
Apple Valley	434.03
Eagan	421.81
Woodbury	421.49
Shakopee	416.97
Lakeville	403.33
Plymouth	393.32
Shoreview	387.01
Average	\$ 469.75
Shvw to avg	-17.61%

**General Fund**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Property Taxes	6,837,154	3,492,232	3,344,922	51.08	50.87
Licenses & Permits	324,500	251,027	73,473	77.36	91.89
Intergovernmental	188,622	233,847	-45,225	123.98	96.35
Charges for Services	1,303,110	1,037,619	265,491	79.63	85.25
Fines & Forfeits	52,800	21,360	31,440	40.45	22.36
Interest Earnings	45,000		45,000		
Miscellaneous	26,108	15,585	10,523	59.69	65.16
<b>TOTAL REVENUES</b>	<b>8,777,294</b>	<b>5,051,670</b>	<b>3,725,624</b>	<b>57.55</b>	<b>58.09</b>
<b>EXPENDITURES</b>					
General Government					
Administration	539,688	264,949	274,739	49.09	59.06
Communications	209,370	90,494	118,876	43.22	55.98
Council & commiss	145,385	86,096	59,289	59.22	63.27
Elections	39,559	3,047	36,512	7.70	90.39
Finance/accounting	559,990	313,654	246,336	56.01	56.58
Human Resources	278,161	132,434	145,727	47.61	49.31
Information systems	334,900	216,354	118,546	64.60	57.02
Legal	120,000	61,017	58,983	50.85	50.02
<b>Total General Government</b>	<b>2,227,053</b>	<b>1,168,046</b>	<b>1,059,007</b>	<b>52.45</b>	<b>56.52</b>
Public Safety					
Emergency services	7,973	2,378	5,595	29.82	33.95
Fire	1,023,220	1,025,146	-1,926	100.19	100.14
Police	1,969,030	1,115,581	853,449	56.66	56.72
<b>Total Public Safety</b>	<b>3,000,223</b>	<b>2,143,106</b>	<b>857,117</b>	<b>71.43</b>	<b>71.65</b>
Public Works					
Forestry/nursery	132,243	79,218	53,025	59.90	39.08
Pub Works Adm/Engin	460,442	274,069	186,373	59.52	56.53
Streets	837,694	508,695	328,999	60.73	61.77
Trail mgmt	126,347	85,216	41,131	67.45	71.83
<b>Total Public Works</b>	<b>1,556,726</b>	<b>947,197</b>	<b>609,529</b>	<b>60.85</b>	<b>59.18</b>
Parks and Recreation					
Municipal buildings	127,775	115,083	12,692	90.07	89.10
Park Maintenance	1,200,912	783,586	417,326	65.25	63.41
Park/Recreation Adm	397,368	207,069	190,299	52.11	57.27
<b>Total Parks and Recreation</b>	<b>1,726,055</b>	<b>1,105,737</b>	<b>620,318</b>	<b>64.06</b>	<b>64.18</b>
Community Develop					
Building Inspection	155,715	96,327	59,388	61.86	68.49
Planning/zoning adm	434,522	235,843	198,679	54.28	53.09
<b>Total Community Develop</b>	<b>590,237</b>	<b>332,170</b>	<b>258,067</b>	<b>56.28</b>	<b>57.32</b>

**General Fund**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
Capital Outlay					
Administration		7,804	-7,804		
Total Capital Outlay		7,804	-7,804		
<b>TOTAL EXPENDITURES</b>	<b>9,100,294</b>	<b>5,704,059</b>	<b>3,396,235</b>	<b>62.68</b>	<b>63.40</b>
<b>OTHER</b>					
Transfers In	692,000	625,333	66,667	90.37	90.77
Transfers Out	-369,000	-269,417	-99,583	73.01	76.44
<b>TOTAL OTHER</b>	<b>323,000</b>	<b>355,917</b>	<b>-32,917</b>	<b>110.19</b>	<b>146.25</b>
Net change in fund equity		-296,472	495,639		
Fund equity, beginning		4,303,604			
Fund equity, ending		4,007,132			
Less invested in capital assets					
Net available fund equity		4,007,132			

**Recycling**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	66,000		66,000		
Charges for Services	493,500	256,305	237,195	51.94	50.69
TOTAL REVENUES	559,500	256,305	303,195	45.81	44.22
EXPENDITURES					
Public Works					
Recycling	529,569	303,940	225,629	57.39	50.87
Total Public Works	529,569	303,940	225,629	57.39	50.87
TOTAL EXPENDITURES	529,569	303,940	225,629	57.39	50.87
Net change in fund equity	29,931	-47,634	77,565		
Fund equity, beginning		204,983			
Fund equity, ending		157,349			
Less invested in capital assets					
Net available fund equity		157,349			

**STD Self Insurance**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	7,500	4,388	3,112	58.51	58.77
Interest Earnings	450		450		
<b>TOTAL REVENUES</b>	<b>7,950</b>	<b>4,388</b>	<b>3,562</b>	<b>55.19</b>	<b>54.42</b>
<b>EXPENDITURES</b>					
Miscellaneous					
Short-term Disab	8,000	7,250	750	90.63	17.44
<b>Total Miscellaneous</b>	<b>8,000</b>	<b>7,250</b>	<b>750</b>	<b>90.63</b>	<b>17.44</b>
<b>TOTAL EXPENDITURES</b>	<b>8,000</b>	<b>7,250</b>	<b>750</b>	<b>90.63</b>	<b>17.44</b>
Net change in fund equity	-50	-2,862	2,812		
Fund equity, beginning		41,257			
Fund equity, ending		38,395			
Less invested in capital assets					
Net available fund equity		38,395			

**Community Center**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	2,431,850	1,458,747	973,103	59.99	61.72
Interest Earnings	8,000		8,000		
Miscellaneous	13,000	412	12,588	3.17	
<b>TOTAL REVENUES</b>	<b>2,452,850</b>	<b>1,459,159</b>	<b>993,691</b>	<b>59.49</b>	<b>61.48</b>
<b>EXPENDITURES</b>					
Parks and Recreation					
Community center	2,667,676	1,375,070	1,292,606	51.55	54.98
<b>Total Parks and Recreation</b>	<b>2,667,676</b>	<b>1,375,070</b>	<b>1,292,606</b>	<b>51.55</b>	<b>54.98</b>
<b>TOTAL EXPENDITURES</b>	<b>2,667,676</b>	<b>1,375,070</b>	<b>1,292,606</b>	<b>51.55</b>	<b>54.98</b>
<b>OTHER</b>					
Transfers In	339,000	197,750	141,250	58.33	58.33
<b>TOTAL OTHER</b>	<b>339,000</b>	<b>197,750</b>	<b>141,250</b>	<b>58.33</b>	<b>58.33</b>
Net change in fund equity	124,174	281,839	-157,665		
Fund equity, beginning		1,048,539			
Fund equity, ending		1,330,378			
Less invested in capital assets					
Net available fund equity		1,330,378			

**Recreation Programs**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	1,460,213	986,606	473,607	67.57	66.13
Interest Earnings	4,200		4,200		
Miscellaneous		48	-48		
<b>TOTAL REVENUES</b>	<b>1,464,413</b>	<b>986,654</b>	<b>477,759</b>	<b>67.38</b>	<b>65.91</b>
<b>EXPENDITURES</b>					
Parks and Recreation					
Adult & youth sports	96,256	67,331	28,925	69.95	56.05
Aquatics	151,242	70,376	80,866	46.53	63.99
Community programs	102,662	66,919	35,743	65.18	86.12
Drop-in Child Care	61,751	30,328	31,423	49.11	54.33
Fitness Programs	209,023	105,506	103,517	50.48	52.04
Park/Recreation Adm	387,969	181,779	206,190	46.85	50.57
Preschool Programs	113,540	42,548	70,992	37.47	60.09
Summer Discovery	206,689	129,067	77,622	62.44	64.28
Youth/Teen	36,621	12,711	23,910	34.71	30.04
<b>Total Parks and Recreation</b>	<b>1,365,753</b>	<b>706,563</b>	<b>659,190</b>	<b>51.73</b>	<b>57.07</b>
<b>TOTAL EXPENDITURES</b>	<b>1,365,753</b>	<b>706,563</b>	<b>659,190</b>	<b>51.73</b>	<b>57.07</b>
<b>OTHER</b>					
Transfers In	70,000	70,000		100.00	100.00
Transfers Out	-100,000	-58,333	-41,667	58.33	58.34
<b>TOTAL OTHER</b>	<b>-30,000</b>	<b>11,667</b>	<b>-41,667</b>	<b>-38.89</b>	<b>-233.31</b>
Net change in fund equity	68,660	291,758	-139,764		
Fund equity, beginning		761,736			
Fund equity, ending		1,053,494			
Less invested in capital assets					
Net available fund equity		1,053,494			

**Cable Television**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	314,000	160,127	153,873	51.00	53.50
Interest Earnings	1,600		1,600		
Miscellaneous	1,200	700	500	58.33	50.00
<b>TOTAL REVENUES</b>	<b>316,800</b>	<b>160,827</b>	<b>155,973</b>	<b>50.77</b>	<b>53.16</b>
<b>EXPENDITURES</b>					
General Government					
Cable television	149,587	125,694	23,893	84.03	80.24
<b>Total General Government</b>	<b>149,587</b>	<b>125,694</b>	<b>23,893</b>	<b>84.03</b>	<b>80.24</b>
Capital Outlay					
Cable television		622	-622		
<b>Total Capital Outlay</b>		<b>622</b>	<b>-622</b>		
<b>TOTAL EXPENDITURES</b>	<b>149,587</b>	<b>126,317</b>	<b>23,270</b>	<b>84.44</b>	<b>106.47</b>
<b>OTHER</b>					
Transfers Out	-160,000	-93,333	-66,667	58.33	57.38
<b>TOTAL OTHER</b>	<b>-160,000</b>	<b>-93,333</b>	<b>-66,667</b>	<b>58.33</b>	<b>57.38</b>
Net change in fund equity	7,213	-58,822	199,369		
Fund equity, beginning		178,180			
Fund equity, ending		119,358			
Less invested in capital assets					
Net available fund equity		119,358			

**Econ Devel Auth/EDA**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	80,000	40,681	39,319	50.85	50.69
TOTAL REVENUES	80,000	40,681	39,319	50.85	50.69
EXPENDITURES					
Community Develop					
Econ Development-EDA	71,007	37,466	33,541	52.76	50.74
Total Community Develop	71,007	37,466	33,541	52.76	50.74
TOTAL EXPENDITURES	71,007	37,466	33,541	52.76	50.74
Net change in fund equity	8,993	3,215	5,778		
Fund equity, beginning		194,964			
Fund equity, ending		198,179			
Less invested in capital assets					
Net available fund equity		198,179			

**HRA Programs of EDA**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	90,000	45,744	44,256	50.83	50.70
TOTAL REVENUES	90,000	45,744	44,256	50.83	50.70
EXPENDITURES					
Community Develop					
Housing Programs-HRA	81,371	47,965	33,406	58.95	52.82
Total Community Develop	81,371	47,965	33,406	58.95	52.82
TOTAL EXPENDITURES	81,371	47,965	33,406	58.95	52.82
Net change in fund equity	8,629	-2,221	10,850		
Fund equity, beginning		74,197			
Fund equity, ending		71,976			
Less invested in capital assets					
Net available fund equity		71,976			

**Liability Claims**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Interest Earnings	2,100		2,100		
Miscellaneous	30,000	1,651	28,349	5.50	3.26
<b>TOTAL REVENUES</b>	<b>32,100</b>	<b>1,651</b>	<b>30,449</b>	<b>5.14</b>	<b>3.02</b>
<b>EXPENDITURES</b>					
Miscellaneous					
Insurance Claims	32,000	15,242	16,758	47.63	22.24
<b>Total Miscellaneous</b>	<b>32,000</b>	<b>15,242</b>	<b>16,758</b>	<b>47.63</b>	<b>22.24</b>
<b>TOTAL EXPENDITURES</b>	<b>32,000</b>	<b>15,242</b>	<b>16,758</b>	<b>47.63</b>	<b>22.24</b>
Net change in fund equity	100	-13,591	13,691		
Fund equity, beginning		227,879			
Fund equity, ending		214,288			
Less invested in capital assets					
Net available fund equity		214,288			

**Slice SV Event**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	26,000	24,951	1,049	95.97	110.17
Miscellaneous	32,000	31,705	295	99.08	135.76
<b>TOTAL REVENUES</b>	<b>58,000</b>	<b>56,656</b>	<b>1,344</b>	<b>97.68</b>	<b>123.50</b>
<b>EXPENDITURES</b>					
General Government					
Slice of Shoreview	65,735	54,460	11,275	82.85	86.32
<b>Total General Government</b>	<b>65,735</b>	<b>54,460</b>	<b>11,275</b>	<b>82.85</b>	<b>86.32</b>
<b>TOTAL EXPENDITURES</b>	<b>65,735</b>	<b>54,460</b>	<b>11,275</b>	<b>82.85</b>	<b>86.32</b>
<b>OTHER</b>					
Transfers In	10,000	10,000		100.00	100.00
<b>TOTAL OTHER</b>	<b>10,000</b>	<b>10,000</b>		<b>100.00</b>	<b>100.00</b>
Net change in fund equity	2,265	12,197	-9,932		
Fund equity, beginning		65,817			
Fund equity, ending		78,014			
Less invested in capital assets					
Net available fund equity		78,014			

**Water Fund**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		1,209	-1,209		
Intergovernmental	12,620	5,995	6,625	47.50	96.51
Utility Charges	2,637,000	1,136,129	1,500,871	43.08	42.00
Late fees		23,341	-23,341		
Water meters	5,500	3,845	1,655	69.91	283.59
Other prop charges	11,000	6,555	4,445	59.59	200.68
Interest Earnings	34,000	170	33,830	.50	1.50
<b>TOTAL REVENUES</b>	<b>2,700,120</b>	<b>1,177,244</b>	<b>1,522,876</b>	<b>43.60</b>	<b>43.13</b>
<b>EXPENDITURES</b>					
Proprietary					
Water Operations	1,503,536	959,393	544,143	63.81	59.54
<b>Total Proprietary</b>	<b>1,503,536</b>	<b>959,393</b>	<b>544,143</b>	<b>63.81</b>	<b>59.54</b>
<b>TOTAL EXPENDITURES</b>	<b>1,503,536</b>	<b>959,393</b>	<b>544,143</b>	<b>63.81</b>	<b>59.54</b>
<b>OTHER</b>					
Sale of Asset		189	-189		
Depreciation	-639,000	-372,750	-266,250	58.33	58.33
Transfers Out	-303,000	-303,000		100.00	100.00
GO Revenue Bonds	-160,623	-187,963	27,340	117.02	116.33
<b>TOTAL OTHER</b>	<b>-1,102,623</b>	<b>-863,525</b>	<b>-239,098</b>	<b>78.32</b>	<b>77.96</b>
Net change in fund equity	93,961	-645,674	1,217,454		
Fund equity, beginning		13,327,864			
Fund equity, ending		12,682,190			
Less invested in capital assets		9,427,325			
Net available fund equity		3,254,865			

**Sewer Fund**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		1,862	-1,862		
Intergovernmental	10,050	4,777	5,273	47.53	96.52
Charges for Services	1,000	149	851	14.91	97.40
Utility Charges	3,816,000	2,163,466	1,652,534	56.69	56.56
Late fees		37,131	-37,131		
Facility/area chgs	4,000	2,574	1,426	64.35	828.03
Other prop charges	2,500	48,500	-46,000	1,940.0	
Interest Earnings	24,000	53	23,947	.22	.67
<b>TOTAL REVENUES</b>	<b>3,857,550</b>	<b>2,258,513</b>	<b>1,599,037</b>	<b>58.55</b>	<b>58.02</b>
<b>EXPENDITURES</b>					
Proprietary					
Sewer Operations	3,219,590	2,282,100	937,490	70.88	66.76
<b>Total Proprietary</b>	<b>3,219,590</b>	<b>2,282,100</b>	<b>937,490</b>	<b>70.88</b>	<b>66.76</b>
Capital Outlay					
Capital Projects		894	-894		
<b>Total Capital Outlay</b>		<b>894</b>	<b>-894</b>		
<b>TOTAL EXPENDITURES</b>	<b>3,219,590</b>	<b>2,282,994</b>	<b>936,596</b>	<b>70.91</b>	<b>66.76</b>
<b>OTHER</b>					
Sale of Asset		189	-189		
Depreciation	-330,000	-192,500	-137,500	58.33	58.33
Transfers Out	-181,000	-181,000		100.00	100.00
GO Revenue Bonds	-58,177	-67,887	9,710	116.69	111.53
<b>TOTAL OTHER</b>	<b>-569,177</b>	<b>-441,199</b>	<b>-127,978</b>	<b>77.52</b>	<b>78.93</b>
Net change in fund equity	68,783	-465,680	790,043		
Fund equity, beginning		7,478,199			
Fund equity, ending		7,012,519			
Less invested in capital assets		4,725,848			
Net available fund equity		2,286,671			

**Surface Water Mgmt**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		382	-382		
Intergovernmental	3,660	1,736	1,924	47.42	96.34
Utility Charges	1,277,000	733,530	543,470	57.44	57.32
Late fees		10,833	-10,833		
Lake Impr Dist chgs	43,577	17,155	26,422	39.37	43.31
Other prop charges	5,000	5,210	-210	104.20	56.80
Interest Earnings	8,000		8,000		
<b>TOTAL REVENUES</b>	<b>1,337,237</b>	<b>768,846</b>	<b>568,391</b>	<b>57.50</b>	<b>57.36</b>
<b>EXPENDITURES</b>					
Proprietary					
Snail Lake Aug.	27,277	8,504	18,773	31.18	25.36
Surface Water Oper	799,318	483,784	315,534	60.52	68.75
<b>Total Proprietary</b>	<b>826,595</b>	<b>492,288</b>	<b>334,307</b>	<b>59.56</b>	<b>67.00</b>
<b>TOTAL EXPENDITURES</b>	<b>826,595</b>	<b>492,288</b>	<b>334,307</b>	<b>59.56</b>	<b>67.00</b>
<b>OTHER</b>					
Depreciation	-248,000	-144,667	-103,333	58.33	58.33
Transfers Out	-147,000	-147,000		100.00	100.00
GO Revenue Bonds	-82,116	-93,676	11,560	114.08	121.88
<b>TOTAL OTHER</b>	<b>-477,116</b>	<b>-385,343</b>	<b>-91,773</b>	<b>80.77</b>	<b>82.05</b>
Net change in fund equity	33,526	-108,785	325,858		
Fund equity, beginning		8,072,695			
Fund equity, ending		7,963,910			
Less invested in capital assets		6,135,855			
Net available fund equity		1,828,055			

**Street Light Utility**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		174	-174		
Utility Charges	493,000	282,239	210,761	57.25	57.20
Late fees		4,671	-4,671		
Interest Earnings	2,200		2,200		
Miscellaneous	500	120	380	24.01	
<b>TOTAL REVENUES</b>	<b>495,700</b>	<b>287,204</b>	<b>208,496</b>	<b>57.94</b>	<b>57.76</b>
<b>EXPENDITURES</b>					
Proprietary					
Street lighting	267,491	149,452	118,039	55.87	55.60
<b>Total Proprietary</b>	<b>267,491</b>	<b>149,452</b>	<b>118,039</b>	<b>55.87</b>	<b>55.60</b>
Capital Outlay					
Street lighting		48,126	-48,126		
<b>Total Capital Outlay</b>		<b>48,126</b>	<b>-48,126</b>		
Capital Outlay					
Capital Projects		2,621	-2,621		
<b>Total Capital Outlay</b>		<b>2,621</b>	<b>-2,621</b>		
<b>TOTAL EXPENDITURES</b>	<b>267,491</b>	<b>200,200</b>	<b>67,291</b>	<b>74.84</b>	<b>55.94</b>
<b>OTHER</b>					
Depreciation	-58,000	-33,833	-24,167	58.33	58.33
Transfers Out	-20,400	-20,400		100.00	100.00
<b>TOTAL OTHER</b>	<b>-78,400</b>	<b>-54,233</b>	<b>-24,167</b>	<b>69.18</b>	<b>70.15</b>
Net change in fund equity	149,809	32,771	165,371		
Fund equity, beginning		1,163,796			
Fund equity, ending		1,196,567			
Less invested in capital assets		432,561			
Net available fund equity		764,006			

**Central Garage Fund**  
For Year 2014 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Property Taxes	184,000	93,628	90,372	50.88	50.71
Intergovernmental	83,170	39,357	43,813	47.32	94.63
Cent Garage chgs	1,242,855	1,239,502	3,353	99.73	104.68
Interest Earnings	9,500		9,500		
Miscellaneous		150	-150		
<b>TOTAL REVENUES</b>	<b>1,519,525</b>	<b>1,372,637</b>	<b>146,888</b>	<b>90.33</b>	<b>96.42</b>
<b>EXPENDITURES</b>					
Proprietary					
Central Garage Oper	599,799	350,312	249,487	58.40	51.82
<b>Total Proprietary</b>	<b>599,799</b>	<b>350,312</b>	<b>249,487</b>	<b>58.40</b>	<b>51.82</b>
Capital Outlay					
Central Garage Oper		374,114	-374,114		
<b>Total Capital Outlay</b>		<b>374,114</b>	<b>-374,114</b>		
<b>TOTAL EXPENDITURES</b>	<b>599,799</b>	<b>724,426</b>	<b>-124,627</b>	<b>120.78</b>	<b>132.30</b>
<b>OTHER</b>					
Sale of Asset	29,000	53,155	-24,155	183.29	89.30
Transfers In	119,400	119,400		100.00	100.00
Depreciation	-660,000	-385,000	-275,000	58.33	58.33
GO CIP Bonds	-238,054	-240,223	2,169	100.91	100.73
<b>TOTAL OTHER</b>	<b>-749,654</b>	<b>-452,668</b>	<b>-296,987</b>	<b>60.38</b>	<b>59.29</b>
Net change in fund equity	170,072	195,544	520,191		
Fund equity, beginning		4,203,945			
Fund equity, ending		4,399,489			
Less invested in capital assets		3,228,575			
Net available fund equity		1,170,914			

INVESTMENT SCHEDULE BY SECURITY TYPE  
AS OF 07-31-14

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<b>CERTIFICATE DEPOSIT</b>							
1,141	Morgan Stanley Smith Barney LLC	CD	1,097	02-08-12	02-09-15	150,000.00	1.000000
1,208	Morgan Stanley Smith Barney LLC	CD	546	09-06-13	03-06-15	249,000.00	.700000
1,140	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.150000
1,155	Morgan Stanley Smith Barney LLC	CD	1,461	05-16-12	05-16-16	98,000.00	1.250000
1,154	Morgan Stanley Smith Barney LLC	CD	1,645	05-16-12	11-16-16	248,000.00	1.300000
1,169	Morgan Stanley Smith Barney LLC	CD	1,826	07-25-12	07-25-17	248,000.00	1.550000
1,172	Morgan Stanley Smith Barney LLC	CD	1,826	07-26-12	07-26-17	247,000.00	1.700000
1,198	Dain Rauscher Investment Services	CD	1,826	04-11-13	04-11-18	247,000.00	1.259800
1,199	Dain Rauscher Investment Services	CD	1,826	04-24-13	04-24-18	248,000.00	1.000000
1,183	Dain Rauscher Investment Services	CD	2,191	09-27-12	09-27-18	249,000.00	1.308400
1,168	Dain Rauscher Investment Services	CD	3,652	07-25-12	07-25-2022	249,000.00	2.425000
1,181	Dain Rauscher Investment Services	CD	3,652	09-12-12	09-12-2022	249,000.00	2.325400
1,189	Dain Rauscher Investment Services	CD	3,652	12-07-12	12-07-2022	249,000.00	2.075100
1,167	Dain Rauscher Investment Services	CD	5,478	07-19-12	07-19-2027	238,000.00	3.416200
1,174	Dain Rauscher Investment Services	CD	5,477	07-31-12	07-30-2027	246,000.00	3.183400

Total Number Of Investments: 15 3,463,000.00

**FEDERAL HOME LN BK**

1,203	Wells Fargo Brokerage Services	FH	1,734	06-19-13	03-19-18	500,000.00	.999900
1,194	Morgan Stanley Smith Barney LLC	FH	2,848	03-12-13	12-28-2020	500,000.00	2.403000
1,159	Dain Rauscher Investment Services	FH	3,647	06-28-13	06-28-2022	605,000.00	2.956500
1,160	Dain Rauscher Investment Services	FH	3,647	06-28-13	06-28-2022	400,000.00	2.956500
1,171	Morgan Stanley Smith Barney LLC	FH	3,652	07-26-12	07-26-2022	600,000.00	2.761000
1,184	Morgan Stanley Smith Barney LLC	FH	3,652	09-28-12	09-28-2022	500,000.00	2.273700
1,209	Dain Rauscher Investment Services	FH	3,288	12-23-13	10-24-2022	485,000.00	3.506300
1,196	Morgan Stanley Smith Barney LLC	FH	3,652	03-27-13	03-27-2023	600,000.00	3.398100
1,206	Dain Rauscher Investment Services	FH	3,611	07-23-13	06-12-2023	496,250.00	3.310400
1,204	Dain Rauscher Investment Services	FH	5,448	06-21-13	05-15-2028	483,125.00	3.806300

Total Number Of Investments: 10 5,169,375.00

**FEDERAL NATL MTG**

1,158	Dain Rauscher Investment Services	FN	5,478	06-28-12	06-28-2027	600,000.00	3.664700
1,170	Dain Rauscher Investment Services	FN	5,475	07-26-12	07-23-2027	1,007,347.00	3.400000
1,173	Dain Rauscher Investment Services	FN	5,478	07-30-12	07-30-2027	600,000.00	3.498100
1,178	Dain Rauscher Investment Services	FN	5,478	08-13-12	08-13-2027	600,000.00	3.208200
1,195	Dain Rauscher Investment Services	FN	5,259	03-20-13	08-13-2027	575,000.00	3.921400

INVESTMENT SCHEDULE BY SECURITY TYPE  
AS OF 07-31-14

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
1,200	Dain Rauscher Investment Services	FN	5,479	04-25-13	04-25-2028	1,000,000.00	3.497400
1,207	Dain Rauscher Investment Services	FN	-31,0	07-25-13	06-27-2028	496,500.00	4.419400
1,157	Dain Rauscher Investment Services	FN	7,305	06-21-12	06-21-2032	500,000.00	4.247100
Total Number Of Investments: 8						5,378,847.00	

FED HM MORTG POOL

1,179	Wells Fargo Brokerage Services	HP	2,556	08-22-12	08-22-19	500,000.00	1.399400
1,180	Wells Fargo Bank MN, NA	HP	2,556	08-22-12	08-22-19	460,000.00	1.399400
Total Number Of Investments: 2						960,000.00	

TAX EXMPT MNCPL BOND

1,197	Dain Rauscher Investment Services	MB	4,109	04-01-13	07-01-2024	232,528.00	5.744100
1,205	Dain Rauscher Investment Services	MB	4,113	06-28-13	10-01-2024	82,242.75	5.102700
Total Number Of Investments: 2						314,770.75	

TAXABLE MUNCPL BONDS

1,201	Dain Rauscher Investment Services	TM	1,554	04-30-13	08-01-17	452,342.50	1.546300
1,202	Dain Rauscher Investment Services	TM	1,919	04-30-13	08-01-18	493,511.75	1.846400
1,190	Dain Rauscher Investment Services	TM	2,302	12-11-12	04-01-19	503,020.00	1.349700
1,177	Wells Fargo Brokerage Services	TM	2,579	08-09-12	09-01-19	503,340.00	1.572100
1,192	Dain Rauscher Investment Services	TM	2,544	12-27-12	12-15-19	224,901.60	2.960600
1,191	Dain Rauscher Investment Services	TM	2,910	12-27-12	12-15-2020	235,407.30	3.392500
1,188	Dain Rauscher Investment Services	TM	3,494	12-05-12	06-30-2022	268,192.80	3.576000
1,193	Dain Rauscher Investment Services	TM	3,640	12-27-12	12-15-2022	250,218.50	3.742800
Total Number Of Investments: 8						2,930,934.45	

INVESTMENT SCHEDULE BY SECURITY TYPE  
AS OF 07-31-14

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield	
		Sub-Total Of Investments:					18,216,927.20	
		2013B Refunding Escrow					1,412,600.02	
		4M Municipal Money Mkt Fund					7,776,042.82	
		2011 COP Debt Service Reserve					413,877.69	
		GMHC Savings Acct USBank					180,903.90	
		Western Asset Govt MM Fund					137,133.41	
		GRAND TOTAL OF CASH & INVESTMENTS:					28,137,485.04	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER  
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR  
DATE: AUGUST 18, 2014  
SUBJ: PUBLIC WORKS MONTHLY REPORT

### **Retaining Wall along Victoria St.**

The retaining wall along the south side of Victoria St. at Weston Way was removed, repaired and replaced. The work was completed through a coordinated effort of City staff and the DOC Crew. The wall was originally constructed in the road right of way as part of the Weston Woods development in the early 2000's. The failing wall was leaning into the adjacent trail and in need of repair. City staff operated the necessary equipment and provided traffic control as the project progressed. During the labor intensive project, approximately 225 feet of the block wall was removed. In order to salvage the block for reuse, the wall was removed by hand. Each block, weighing between 60 and 80 pounds needed to be removed, stacked and replaced after the wall base was restabilized. City staff and the DOC crew worked together throughout this project.



This was a large scale project that demanded a great deal of physical labor. In the past City crews would not have been able to devote the necessary resources needed to complete this project in a timely fashion. Combining resources of DOC personnel with City personnel resources gives us the ability to address larger, labor intensive projects such as this. In the future, as this type of infrastructure ages, we can anticipate similar cooperative efforts with the DOC crew working closely in tandem with City crews.



### **Environmental Services**

Shoreview's popular emerald ash borer (EAB) Injection Program is winding down with the end of the growing season. About 222 trees have been treated on private property so far, which surpasses our total treated in 2013. Several City park ash trees will also be treated once residential orders are completed.

The tree inventory volunteers are out in full force to rate the condition of public and private trees as part of a stratified random sample of Shoreview. Volunteer teams have until early September to reach assigned areas for data collection. Then a final report will be provided to show the species makeup, age, and overall health of the City's urban forest.

With the storms of 2013 we are seeing several new infestations of oak wilt, and have our first confirmed case of Bur Oak Blight. This is a newly recognized fungus in Minnesota with similar characteristics of oak wilt.

The EQC's booth at the Slice of Shoreview was a success as they focused on composting, rain barrels, and invasive species. The Committee held a raffle for a free compost bin and the winner was very excited and appreciative. The Committee is excited to announce the four Green Community Award winners for 2014 at the September 2<sup>nd</sup> City Council meeting. Three couples and a townhome association are this year's winners for both energy efforts and water conservation and infiltration projects.

Erosion control inspections and compliance with permitted sites continues throughout the City.



### **Maintenance Activities**

Public Works maintenance crews continue to work together at the removal and clean up of the floating bogs on Snail Lake. They worked together at the repair of a watermain break near the intersection of Gramsie Rd. and Rice St. All public works crews worked at setting up, cleaning up and maintaining activities throughout the Slice of Shoreview.

Street crews have been inspecting ponds and the storm sewer system. They are repairing catch basins as necessary. After catch basin repairs and gate valve repairs they are patching the asphalt. Street crews have also completed the patching and crack filling in next year's seal coat area. Pavement markings throughout the City have been repainted and miscellaneous sign work is on-going. The street sweeper is put out daily as resources and the weather permits. Grass along the trail system continues to be mowed each week and city maintained boulevards are mowed each month of the growing season. Street crews also worked closely with the DOC crew removing and repairing the retaining wall along Victoria St.

The daily schedule for the utility crew always involves checking wells and lift stations as well as the booster station and towers. Regularly scheduled maintenance and routine repairs are also performed as part of these daily inspections. Water samples are collected and analyzed per the requirements of the Department of Health. During the growing season regular mowing and trimming at the wells, towers and lift stations is necessary. Crews recently pulled the pumps for cleaning and repair at the North Lexington Lift station. They are jetting/cleaning sanitary sewer segments throughout the sanitary sewer system.

Crews have been exercising water gate valves and repairing as necessary. As time permits they have been repairing water shut offs/curb boxes. They are jetting/cleaning sewer segments in accordance with the RedZone sanitary sewer line inspections and inventory taken in 2013.

Jason Ewell and Jack Kiffe attended a one day locating school.

**Department of Corrections Crew** – The DOC crew continues to start each day by cleaning the maintenance center lunchroom, bathrooms, offices and other common areas. They have been focused on removing and replacing the retaining wall along Victoria St. as well as removing and replanting trees and shrubs. They have been working with the parks department in the medians along highway 96 as well as the medians along Lexington. As time permits they clean and detail trucks and equipment.

### **Project Updates**

**Owasso Street Re-alignment, Project 09-12** – The contractor is working on punch list items. This project will be presented to Council to start the assessment process at a later date.

**Red Fox Road Reconstruction, Project 12-04** – The contractor is working on punch list items. This project will be presented to Council to start the assessment process at the August 18<sup>th</sup> Council meeting.

**County Road D Reconstruction, Project 13-01A** – The contractor is working on punch list items. This project will be presented to Council to start the assessment process at the August 18<sup>th</sup> Council meeting.

**Cottage Place Reconstruction, Project 13-01B** – All work for the project has been completed. This project will be presented to Council to start the assessment process at the August 18<sup>th</sup> Council meeting.

**Gaston.Grove/St Albans Watermain Project 13-03** - All work for the project has been completed. This project will be presented to Council to start the assessment process at the August 18<sup>th</sup> Council meeting.

**Water Treatment Plant – Preliminary Design Report** – AE2S has submitted a draft preliminary design report for City review. City staff will present information from the report to the City Council at the September workshop.

**Hanson/Oakridge Neighborhood Reconstruction – Project 14-01** – The contractor is working on sanitary sewer service replacement on Hanson Rd, Robinhood Pl. and Nottingham Pl.

### **2014 Street Light Replacements – Project 14-03**

Area 1 – The Bucher/Daniel/Kitkerry area has six new poles and fixtures and lights are on.

Area 2 – Pascal/Knoll/Pinewood/Arona has 13 new poles and fixtures. The lights were energized on August 7<sup>th</sup>. Minor restoration remains to be completed.

Area 3 – The final area, Debra/Maple Pond, has 6 new lights and fixtures. The installation is complete and XCEL is scheduled to energize the week of August 18<sup>th</sup>. Restoration should be completed the same week.

**2014 Street Seal Coating – Project 14-04** – The final sweeping was completed the week of August 11<sup>th</sup>. Final payment will be presented to Council at the September 2<sup>nd</sup> meeting.

**Trail Extension and Rehabilitation – Project 14-05** – The rehabilitation of the trails on County Road I, Shamrock Park and Theisen Park have been completed. The construction of the new trail on Lexington Ave. is underway.

**Highway 96 Lift Station – Project 14-07** – The engineering consultant has started the design process for the lift station.

**Autumn Meadows Development – Project 14-06** – The underground utilities, concrete curb and gutter, and the first lift of asphalt has been installed. The top layer of asphalt will be installed at a later date after a majority of the homes are constructed. The private utilities, XCEL, Comcast, Century Link, are scheduled to install their infrastructure later this month in the boulevards.

REGULAR COUNCIL MEETING  
AUGUST 18, 2014

t:/monthly/monthlyreport2014

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: AUGUST 14, 2014**

**SUBJECT: PARKS AND RECREATION MONTHLY REPORT**

### **DEPARTMENT ACTIVITY**

During the past month, nearly all of the strength training equipment in the Fitness Center has been replaced. A total of 13 strength training machines were replaced along with the benches and racks for all of the free weight equipment. The new equipment has been well received by our members with many commenting on the improved function of the new equipment. As part of this conversion, a new equipment layout was developed which has allowed the addition of more stretching space in the fitness center as well as wider aisles and better spacing of this equipment. The new equipment has also given the fitness center more of an updated and consistent look. More than 80 fitness orientations on the new equipment were completed and more than 100 partial orientations on specific pieces of the new equipment were also done.

The Concert in the Commons Summer Music Series has completed another season. Attendance was very strong at all of the concerts consistently averaging between 300 to 400 people. The outstanding musical lineup and perfect weather on most Wednesday evenings helped boost attendance this year. The Friday Night Flix movie nights started on August 8<sup>th</sup>. There are two more movie nights scheduled on August 22 – Monsters Inc. 2 and on September 5 – E.T.

The annual pool shutdown will begin on Tuesday, September 2<sup>nd</sup> and run through Friday, September 19<sup>th</sup>. This unusual three week shutdown period was needed due to the amount of maintenance work that needs to be completed during this shutdown period. Some of the major projects include repairing blockages in the pool drain that will require removal of some of the pool floor and replacement of the drain pipe, water slide cleaning and painting, leak repairs in the hot tub area, broken pipes in floor drain in the men's locker room, repair of leaks in the pool pump room, general repairs and painting of walls in the hot tub area, new treads and installation of a railing section on the water slide stairs and replacement of burned out lights and ballasts in some of the pool lights and fixtures. In addition, there is general preventative maintenance and cleaning of the entire pool and locker room areas.

### **COMMUNITY CENTER**

The Community Center always has a lot of activity during July. This year was similar to past summers with the facility providing spaces for Summer Discovery all day child care program, corporate rentals, recreational program activities, special events, and receptions. Marketing

efforts focused on daily passes this month which may have contributed to the slight increase in daily visitors. A promotional buy one daily pass and get one daily pass free (BOGO), was featured in The Dollars and Sense publication and in the Shoreview Bulletin during the Slice of Shoreview event. The Tropics Waterpark was listed as one of the best water fun destinations in the July publication of MN Parents.

The Waterpark is well used hosting 33 morning swim lessons, 82 evening swim lessons and 61 weekend swim lessons every week during the summer. Exclusive lap swim hours during the week are 5:00 a.m.-8:30 a.m. with an average of 25 swimmers. Staff has tried to keep one or two lap lanes available while the Waterpark is open in the afternoon to accommodate members that frequent the pool. Pool groups that are scheduled in advance are posted at the entrance near the service desk. There has been an average of 6 pool groups per week in July, in addition to the frequent number of daily visitors. The Summer Discovery child care program utilizes the pool after groups leave from 3:00 p.m. until 4:00 p.m. as part of their daily activities.

Rentals in the Shoreview Room increased 40% this month. This room is one of the only available spaces to host daily events in the facility during the week. Hennepin Medical Center rented the Shoreview Room for the first time this past month. They were very impressed with the facility and all the amenities that are included with the room. Some corporate groups such as Metro ECU utilized the room for week long trainings. Staff provides this specific group with a catered breakfast. On weekends, the Community Center hosted seven receptions and four family parties in the banquet rooms.

A birthday party advertisement was placed in MN Parent Magazine that had a focus on venues for children's parties. Birthday party packages increased 100% this month with nearly every available time slot being booked with pool party packages. Birthday parties were popular in meeting rooms. Customers appreciate the ability to bring in their own food. This offers an affordable alternative to traditional birthday party venues.

New membership sales have remained favorable as have our membership retention numbers. There were an additional 17 more annual memberships sold this July compared to last year. All of these additional memberships were monthly billing memberships. Membership retention this month was slightly over 90%.

### **RECREATION PROGRAMS**

Summer programs are concluding and staff is preparing for the start of fall activities. Fall registration began at the end of July. The annual Adventure Quest Carnival was successful as 350 children enjoyed a myriad of games including the popular Fish Pond, Race Track, Bean Bag Toss, and Face Painting. Participants enjoyed the new Plinko game that was added to the event this year. Staff is evaluating possibly changing the price and procedure of purchasing tickets for the event. Staff might implement purchasing a wristband for the event instead of purchasing individual tickets for each game. This would allow children to participate in any of the activities and play all the games at the event.

The Puppet Wagon concluded its season on July 28<sup>th</sup>. A total of 9 performances were hosted at various parks within the city. Each week the puppeteers performed either one 30 minute segment or two 15 minute segments. At the conclusion of the performances the audience had the ability to meet the puppets. There were over 500 participants enjoying the puppet shows this summer. Staff is investigating incorporating a Puppet Wagon Camp next summer. This would be beneficial for children interested in learning about Puppeteers and would provide them an opportunity to perform in a puppet show in the Shoreview Puppet wagon.

The most popular Friday activities and trips have been water related including the Splish Splash, Wild Outdoor Water Games, and Water Olympics held at Commons Park. Friday Field trips had nearly 100 children ages 6 and older visit Cascade Bay, Sea Life, and Waterpark of America. A Wet and Wild slip and slide was held on July 11<sup>th</sup> with nearly 250 participants enjoying the popular free event at Commons Park.

The Farmers Market is continuing its successful season offering a wide variety of produce. Vendors have commented on the Shoreview market being a successful venue.

Staff is preparing for the upcoming fall recreation programs and events. The Fall Soccer League is one of the more popular annual youth sports leagues. Youth in grades K-5 learn the fundamentals of soccer through practices and games against opposing cities. At the moment, Shoreview has 360 participants and 42 volunteer coaches. The League is run in collaboration with Roseville, Fridley, Arden Hills, Mounds View and New Brighton.

An Adaptive Kickball League that was organized six years ago was only able to field one team. This program has continued to gain interest every year and this summer was comprised of 5 teams in the league, Teams consist of a mixture of parents and participants with special needs. Teams play games against each other on Monday nights at Turtle Lake School or Shamrock Park.

The Tennis Lesson Program is designed for youth and adults to learn tennis fundamentals. Classes are held at McCullough Park and Bobby Theisen Park. For summer session, there were 169 participants enrolled in group lessons and another 16 participants enrolled in private lessons.

A new program will be implemented this upcoming fall season. This is the first year that staff has developed and offered a Flag Football League. This program is designed for children in grades K-5. They will be taught the fundamentals of football in a non-contact environment. Currently, Shoreview has 52 participants and 8 volunteer coaches. The league is run in collaboration with Arden Hills, Mounds View and New Brighton.

### **PARKS MAINTENANCE CREW**

The past month was another busy month for the Parks Maintenance crew. Sitzer Park hosted the District playoffs for Little League and Rice Creek Fields hosted tournaments on three

straight weekends again this year. The last tournament was a National 16U tournament that was held on the same weekend as the Slice of Shoreview. The Park Maintenance Crew set up and ran the Wet-n-Wild during the Slice. They also set up and ran a Wet and Wild event in July for the summer playground program.

The crew continues to mow all turf areas at least once a week. The crew has been weed whipping along fence lines and spraying the weeds so they do not come back. The crew pulled out the old plants and replanted around the park sign at Lake Judy Park. The crew also pulled weeds and added mulch to the beds at Sitzer, Theisen and Wilson Parks. The crew had some major irrigation repairs at Rice Creek Fields. Tree roots had grown over the irrigation piping, pinching it off so water would not get through. The crew hand dug trenches and laid in new poly pipe to replace the bad lines. Once all the repairs were made, the crew laid new sod over the trenches. There were also repairs to the irrigation on Hwy 96 and at McCullough Park. The crew also replaced the sod by a catch basin that was repaired in the Community Center parking lot. Vandals broke off several trees at Shamrock Park that had been donated to the city by the Friends of the Parks Program. The trees have been removed and the holes have been filled with black dirt and seeded.

Now that the summer leagues are done the crew is working on getting the fields ready for fall leagues to begin. Turf is being cut back on the edges of infields; and warning tracks are being cleaned. The pitchers mounds are also being repaired. The crew also repaired the scoreboards at Rice Creek Fields before the big National Tournament. The crew has continued to mow and paint lines on a weekly basis. The crew will have to install four new fields for the fall program.

Another round of playground inspections has been completed. All minor repairs have been completed at this time. There were parts that needed to be ordered. Those repairs will take place as soon as the parts arrive. The crew is in the process of adding wood fiber to the playgrounds in the parks. The crew removed the old benches, picnic tables and trash receptacles in the plaza area of the Community Center lower parking lot. All the new benches, tables and receptacles have been installed.

The crew continues to pick up trash on a daily basis at the Community Center, the Library and the Parks. The trash receptacles are dumped on an as needed basis. Now that most of the summer use is complete at the ball fields, the trash will not need to be dumped as frequently. The crew also empty the receptacles at the three dog walk areas in the Parks. The crew continues to clean the restrooms at the pavilion on a daily basis.

### **COMMUNITY CENTER CREW**

The crew has been busy keeping the building on its cleaning schedule. The crew was also able to clean the carpet in the lower level and the meeting rooms and all the common areas of the upper level. The hallway by the Community room kitchen and the Park & Recreation lobby were cleaned twice because of spills by caterers. The furniture in the Fireside Lounge was also cleaned. Several banquet chairs have been cleaned as well. We have a new member of the

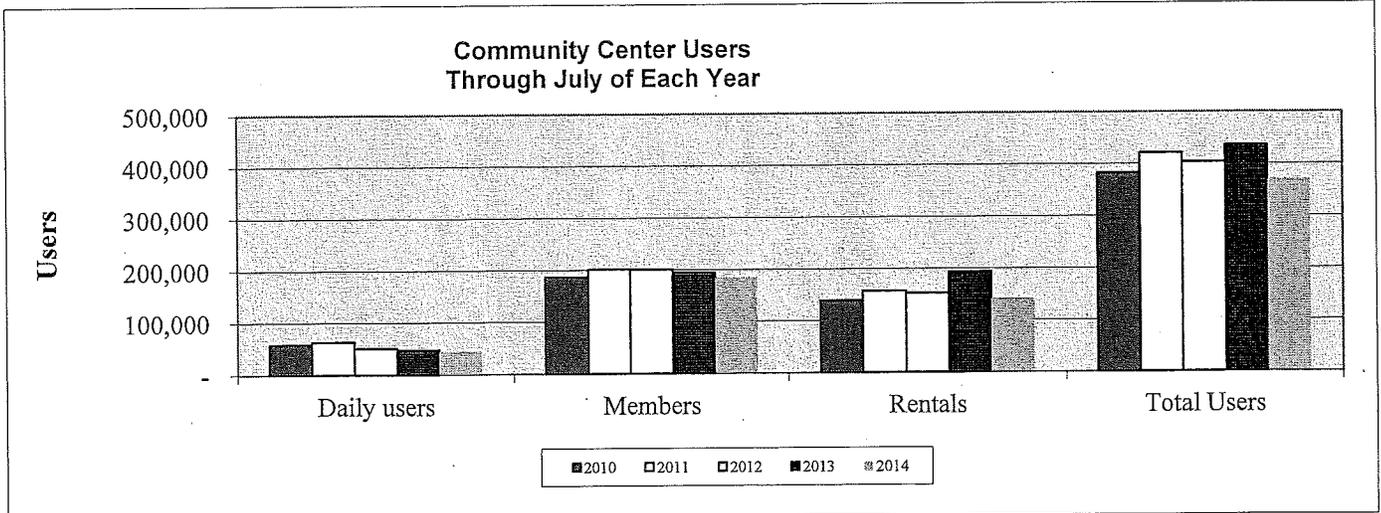
crew that has been cleaning in the playground and the fitness center. He has been able to reach areas and clean that other staff haven't been able to reach.

Building work orders for repairs continue to skyrocket. We are running almost a month and a half ahead of last year's pace.

**Community Center Activity Year-to-date  
Through July Each Year**

	2010	2011	2012	2013	2014
<b>Number of Users:</b>					
Daily users	58,453	63,210	50,754	47,547	45,235
Members	186,408	201,515	200,303	194,705	184,730
Rentals	138,140	156,595	152,359	193,406	140,854
<b>Total Users</b>	<b>383,001</b>	<b>421,320</b>	<b>403,416</b>	<b>435,658</b>	<b>370,819</b>
<b>Revenue:</b>					
Admissions	\$ 347,560	\$ 398,331	\$ 373,662	\$ 399,345	\$ 403,456
Memberships-annual	438,986	499,518	517,029	526,825	540,940
Memberships-seasonal	61,943	62,486	62,346	59,066	65,143
Room rentals	138,866	153,130	149,608	182,294	182,761
Wave Café	112,643	129,704	118,455	136,118	140,830
Commissions	5,321	5,618	7,405	5,460	5,681
Locker/vending/video	19,022	17,639	13,116	13,507	12,315
Merchandise	6,945	9,176	9,485	10,055	8,210
Other miscellaneous	681	933	233	(80)	236
Transfers in	180,838	173,250	175,000	182,000	197,750
<b>Total Revenue</b>	<b>1,405,805</b>	<b>1,546,785</b>	<b>1,526,339</b>	<b>1,617,590</b>	<b>1,657,322</b>
<b>Expenditures:</b>					
Personal services	745,217	757,779	789,174	820,731	811,257
Supplies	218,012	249,291	254,933	281,661	278,007
Contractual	251,554	299,684	320,329	332,498	285,805
Other	-	-	5,727	-	-
<b>Total Expenditures</b>	<b>1,214,783</b>	<b>1,306,754</b>	<b>1,370,163</b>	<b>1,434,890</b>	<b>1,375,069</b>
<b>Rev less Exp Year-to-date</b>	<b>\$ 191,022</b>	<b>\$ 240,031</b>	<b>\$ 156,176</b>	<b>\$ 182,700</b>	<b>\$ 282,253</b>

\*



\* Rental users in 2010 and later years include Summer Discovery Prgm

**Community Center Monthly Activity  
For the Year 2014**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Number of Users:</b>													
Daily users	8,204	6,661	10,413	5,480	4,230	5,389	4,858	-	-	-	-	-	45,235
Members	31,509	27,103	29,692	26,463	22,454	23,645	23,864	-	-	-	-	-	184,730
Rentals	9,996	7,882	9,500	11,995	17,617	43,616	40,248	-	-	-	-	-	140,854
<b>Total Users</b>	<b>49,709</b>	<b>41,646</b>	<b>49,605</b>	<b>43,938</b>	<b>44,301</b>	<b>72,650</b>	<b>68,970</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>370,819</b>
<b>Revenue:</b>													
Admissions	\$ 58,989	\$ 49,221	\$ 88,178	\$ 40,092	\$ 31,934	\$ 51,666	\$ 47,411	\$ -	\$ -	\$ -	\$ -	\$ -	367,491
Indoor playground	8,013	5,807	8,607	5,131	2,057	3,568	2,782	-	-	-	-	-	35,965
Memberships	139,300	83,683	101,639	73,674	68,059	71,484	68,244	-	-	-	-	-	606,083
Room rentals	26,034	20,287	32,717	29,119	27,458	25,290	21,856	-	-	-	-	-	182,761
Wave Café	24,419	21,030	30,955	18,308	13,815	17,321	14,982	-	-	-	-	-	140,830
Commissions	-	73	53	1,579	1,193	1,050	1,733	-	-	-	-	-	5,681
Locker/vending/video	3	2,795	2,811	1,444	1,785	1,873	1,604	-	-	-	-	-	12,315
Merchandise	982	1,069	1,108	1,110	937	1,536	1,468	-	-	-	-	-	8,210
Other miscellaneous	(42)	(61)	(43)	29	1	296	56	-	-	-	-	-	236
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	-	100,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	28,250	28,250	28,250	28,250	28,250	28,250	28,250	-	-	-	-	-	197,750
<b>Total Revenue</b>	<b>285,948</b>	<b>212,154</b>	<b>294,275</b>	<b>198,736</b>	<b>175,489</b>	<b>302,334</b>	<b>188,386</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,657,322</b>
<b>Expenditures:</b>													
Personal services	80,502	113,805	109,267	111,237	164,259	116,446	115,741	-	-	-	-	-	811,257
Supplies	15,848	52,201	51,609	58,274	24,061	37,144	38,870	-	-	-	-	-	278,007
Contractual	7,229	39,893	48,847	45,114	28,652	82,787	33,283	-	-	-	-	-	285,805
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>103,579</b>	<b>205,899</b>	<b>209,723</b>	<b>214,625</b>	<b>216,972</b>	<b>236,377</b>	<b>187,894</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,375,069</b>
<b>Rev less Exp (monthly)</b>	<b>\$ 182,369</b>	<b>\$ 6,255</b>	<b>\$ 84,552</b>	<b>\$ (15,889)</b>	<b>\$ (41,483)</b>	<b>\$ 65,957</b>	<b>\$ 492</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 282,253</b>
<b>Rev less Exp (ytd)</b>	<b>\$ 182,369</b>	<b>\$ 188,624</b>	<b>\$ 273,176</b>	<b>\$ 257,287</b>	<b>\$ 215,804</b>	<b>\$ 281,761</b>	<b>\$ 492</b>	<b>\$ 492</b>	<b>\$ -</b>				

**Community Center Monthly Activity  
For the Year 2013**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Number of Users:</b>													
Daily users	7,974	7,000	10,931	7,185	5,072	4,871	4,514	4,366	2,652	4,319	5,986	5,703	70,573
Members	32,422	28,240	31,139	29,472	25,068	23,723	24,641	22,833	20,314	23,469	25,962	26,112	313,395
Rentals	14,163	13,945	18,510	17,220	18,024	56,444	55,100	52,526	21,071	17,579	15,574	14,768	314,924
<b>Total Users</b>	<b>54,559</b>	<b>49,185</b>	<b>60,580</b>	<b>53,877</b>	<b>48,164</b>	<b>85,038</b>	<b>84,255</b>	<b>79,725</b>	<b>44,037</b>	<b>45,367</b>	<b>47,522</b>	<b>46,583</b>	<b>698,892</b>
<b>Revenue:</b>													
Admissions	\$ 50,299	\$ 47,292	\$ 88,714	\$ 54,738	\$ 33,185	\$ 45,769	\$ 43,304	\$ 38,274	\$ 16,516	\$ 28,873	\$ 36,362	\$ 40,536	\$ 523,862
Indoor playground	6,216	6,569	8,744	5,824	3,480	2,899	2,312	2,293	2,074	4,695	6,268	5,270	56,644
Memberships	124,779	85,193	94,796	77,552	67,021	68,231	68,319	76,179	77,643	83,624	112,181	168,187	1,103,705
Room rentals	27,440	26,030	29,824	25,609	27,653	28,573	17,165	27,021	22,877	21,760	21,612	27,642	303,206
Wave Café	20,972	18,003	31,703	19,174	14,800	16,404	15,062	17,706	10,252	14,741	15,558	16,389	210,764
Commissions	-	426	456	793	617	-	3,168	1,347	1,848	3,074	144	152	12,025
Locker/vending/Video	(4)	3,139	1,364	1,973	2,664	2,655	1,716	1,819	1,546	1,743	1,490	3,053	23,158
Merchandise	1,331	1,014	1,807	1,794	1,183	1,614	1,312	1,214	574	724	811	625	14,003
Other miscellaneous	(73)	(20)	(228)	153	50	19	19	42	7	12	-	13,428	13,409
Building charge	-	-	-	-	-	103,000	-	-	-	-	-	-	103,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	312,000
<b>Total Revenue</b>	<b>256,960</b>	<b>213,646</b>	<b>283,180</b>	<b>213,610</b>	<b>176,653</b>	<b>295,164</b>	<b>178,377</b>	<b>191,895</b>	<b>159,337</b>	<b>185,246</b>	<b>220,426</b>	<b>301,282</b>	<b>2,675,776</b>
<b>Expenditures:</b>													
Personal services	82,812	114,612	117,601	109,051	163,800	118,822	114,033	118,407	111,010	108,598	164,022	150,738	1,473,506
Supplies	16,571	51,430	46,426	62,354	39,856	33,562	31,462	39,800	32,616	23,906	32,826	48,522	459,331
Contractual	5,989	49,989	34,133	65,882	62,010	51,251	63,244	71,565	48,713	61,496	43,524	53,885	611,681
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>105,372</b>	<b>216,031</b>	<b>198,160</b>	<b>237,287</b>	<b>265,666</b>	<b>203,635</b>	<b>208,739</b>	<b>229,772</b>	<b>192,339</b>	<b>194,000</b>	<b>240,372</b>	<b>253,145</b>	<b>2,544,518</b>
<b>Rev less Exp (monthly)</b>	<b>\$ 151,588</b>	<b>\$ (2,385)</b>	<b>\$ 85,020</b>	<b>\$ (23,677)</b>	<b>\$ (89,013)</b>	<b>\$ 91,529</b>	<b>\$ (30,362)</b>	<b>\$ (37,877)</b>	<b>\$ (33,002)</b>	<b>\$ (8,754)</b>	<b>\$ (19,946)</b>	<b>\$ 48,137</b>	<b>\$ 131,258</b>
<b>Rev less Exp (ytd)</b>	<b>\$ 151,588</b>	<b>\$ 149,203</b>	<b>\$ 234,223</b>	<b>\$ 210,546</b>	<b>\$ 121,533</b>	<b>\$ 213,062</b>	<b>\$ 182,700</b>	<b>\$ 144,823</b>	<b>\$ 111,821</b>	<b>\$ 103,067</b>	<b>\$ 83,121</b>	<b>\$ 131,258</b>	

**Community Center Monthly Activity  
For the Year 2012**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Number of Users:</b>													
Daily users	8,757	9,853	10,137	6,003	4,801	4,914	6,289	6,089	2,547	4,594	5,805	6,732	76,521
Members	34,702	31,137	29,693	27,472	25,620	25,094	26,585	24,860	19,992	25,021	27,312	26,728	324,216
Rentals	16,398	16,066	14,860	17,120	15,041	37,529	35,345	70,550	16,533	16,421	17,160	18,856	291,879
<b>Total Users</b>	<b>59,857</b>	<b>57,056</b>	<b>54,690</b>	<b>50,595</b>	<b>45,462</b>	<b>67,537</b>	<b>68,219</b>	<b>101,499</b>	<b>39,072</b>	<b>46,036</b>	<b>50,277</b>	<b>52,316</b>	<b>692,616</b>
<b>Revenue:</b>													
Admissions	\$ 55,671	\$ 45,702	\$ 67,428	\$ 40,239	\$ 34,868	\$ 46,024	\$ 51,546	\$ 45,866	\$ 10,568	\$ 25,520	\$ 33,548	\$ 43,987	\$ 500,967
Indoor playground	6,678	6,845	4,850	4,128	3,924	2,494	3,265	3,054	2,610	4,722	5,376	6,296	54,242
Memberships	121,572	92,089	86,050	68,705	69,225	72,207	69,527	74,020	81,313	93,797	105,112	204,093	1,137,710
Room rentals	24,441	25,231	15,536	21,979	18,627	26,549	17,245	22,644	19,042	22,895	19,661	21,336	255,186
Wave Café	20,842	16,592	21,932	13,945	13,729	15,760	15,655	18,985	7,176	14,782	15,495	17,458	192,351
Commissions	279	-	1,424	350	2,336	1,680	1,336	1,357	2,243	1,907	1,272	362	14,546
Locker/vending/video	1,016	3,015	1,869	2,685	1,102	2,374	1,055	1,961	3,039	1,764	1,207	5,366	26,453
Merchandise	1,177	1,164	1,935	997	1,365	1,214	1,633	1,537	726	963	890	920	14,521
Other miscellaneous	53	10	31	(33)	42	71	59	(104)	50	37	(24)	480	672
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	1,757	101,757
Interest	-	-	-	-	-	-	-	-	-	-	-	14,100	14,100
Transfers in	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000
<b>Total Revenue</b>	<b>256,729</b>	<b>215,648</b>	<b>226,055</b>	<b>177,995</b>	<b>170,218</b>	<b>293,373</b>	<b>186,321</b>	<b>194,320</b>	<b>151,767</b>	<b>191,387</b>	<b>207,537</b>	<b>341,155</b>	<b>2,612,505</b>
<b>Expenditures:</b>													
Personal services	86,352	110,691	109,922	103,825	106,288	160,760	111,336	114,288	102,560	99,313	158,281	136,353	1,399,969
Supplies	18,791	35,879	58,334	37,088	37,677	25,491	41,673	40,578	23,100	25,145	33,467	68,854	446,077
Contractual	8,918	18,761	71,950	63,435	63,612	44,855	48,798	51,328	43,170	72,961	37,830	74,065	599,683
Other	-	2,485	-	3,242	-	-	-	-	-	-	-	-	5,727
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>114,061</b>	<b>167,816</b>	<b>240,206</b>	<b>207,590</b>	<b>207,577</b>	<b>231,106</b>	<b>201,807</b>	<b>206,194</b>	<b>168,830</b>	<b>197,419</b>	<b>229,578</b>	<b>279,272</b>	<b>2,451,456</b>
<b>Rev less Exp (monthly)</b>	<b>\$ 142,668</b>	<b>\$ 47,832</b>	<b>\$ (14,151)</b>	<b>\$ (29,595)</b>	<b>\$ (37,359)</b>	<b>\$ 62,267</b>	<b>\$ (15,486)</b>	<b>\$ (11,874)</b>	<b>\$ (17,063)</b>	<b>\$ (6,032)</b>	<b>\$ (22,041)</b>	<b>\$ 61,883</b>	<b>\$ 161,049</b>
<b>Rev less Exp (ytd)</b>	<b>\$ 142,668</b>	<b>\$ 190,500</b>	<b>\$ 176,349</b>	<b>\$ 146,754</b>	<b>\$ 109,395</b>	<b>\$ 171,662</b>	<b>\$ 156,176</b>	<b>\$ 144,302</b>	<b>\$ 127,239</b>	<b>\$ 121,207</b>	<b>\$ 99,166</b>	<b>\$ 161,049</b>	

## MOTION SHEET

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

To approve the following payment of bills as presented by the finance department.

Date	Description	Amount
08/04/14	Accounts payable	\$48,095.39
08/07/14	Accounts payable	\$429,044.99
08/12/14	Accounts payable	\$84,201.71
08/14/14	Accounts payable	\$19,965.39
08/18/14	Accounts payable	\$48,014.18
	<b>Sub-total Accounts Payable</b>	<b>\$ 629,321.66</b>
08/08/14	Payroll 127091 to 127156 968340 to 968572	\$192,853.83
	<b>Sub-total Payroll</b>	
	<b>TOTAL</b>	<b>\$ 822,175.49</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

08/18/14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
BAUER BUILT TIRE AND BATTERY I	UNIT 305	701	46500	2230		001		\$142.02	\$142.02
BROCK WHITE CO LLC	CB'S	603	45850	2180		001		\$638.80	\$638.80
C & E HARDWARE	SIGN SHOP	101	42200	2180		003		\$21.83	\$21.83
COMMERCIAL ASPHALT CO	PATCH MATERIAL	101	42200	2180		002		\$1,252.86	\$1,252.86
DIAMOND VOGEL PAINT	PAVEMENT MARKING PAINT	101	42200	2180		004		\$324.00	\$324.00
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 6-30-14	601	45050	3220		001		\$20.79	\$41.58
		602	45550	3220		001		\$20.79	
ENVIRONMENTAL PRODUCTS & ACCES	VAC TRUCK	701	46500	2220		001		\$163.87	\$163.87
ENVIRONMENTAL PRODUCTS & ACCES	VAC TRUCK	701	46500	2220		001		\$94.90	\$94.90
FOREST LAKE CONTRACTING INC.	SANITARY SEWER WORK CP14-07	602	45550	3190				\$1,673.50	\$1,673.50
GOODPOINTE TECHNOLOGY INC	ROAD CONDITION SURVEY	404	42200	3190				\$3,840.00	\$3,840.00
KEVITT EXCAVATING LLC	REFUND OF EXCESS HYDRANT METER DEPOSIT	601	22060					\$350.00	\$163.01
		601	36190					-\$174.55	
		601	21810					-\$12.44	
MAC QUEEN EQUIPMENT INC.	SWEEPER S-2 WATER PUMP	701	46500	2220		001		\$814.62	\$814.62
MAC QUEEN EQUIPMENT INC.	S-2 SWEEPER PARTS	701	46500	2220		001		\$116.28	\$116.28
MANDSFIELD OIL COMPANY	FUEL FOR GENERATOR CC	220	43800	2240		001		\$1,909.01	\$1,909.01
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: JULY 2014	101	40500	4890		001		\$96.25	\$385.00
		220	43800	4890		001		\$96.25	
		601	45050	4890		001		\$96.25	
		602	45550	4890		001		\$96.25	
Q3 CONTRACTING	ST LIGHT REPLAC BUCHER PROJ 14-03	604	42600	5300				\$443.47	\$443.47
SCHARBER & SONS	SWEEPER S-2	701	46500	2220		001		\$60.09	\$60.09
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002		\$2,028.81	\$2,028.81
TERMINAL SUPPLY CO	CATCH BASIN TRAILER	701	46500	2220		002		\$149.82	\$149.82
UNLIMITED SUPPLIES INC	SHOP TOOLS	701	46500	2400		006		\$101.84	\$101.84
XCEL ENERGY	WATER TOWERS: ELECTRIC	601	45050	3610				\$66.99	\$66.99
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS:ELEC	101	42200	3610				\$51.82	\$51.82
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610				\$13.88	\$13.88
XCEL ENERGY	WELL 6: ELECTRIC/GAS	601	45050	3610				\$2,812.29	\$2,845.29
		601	45050	2140				\$33.00	
XCEL ENERGY	PARKS: ELECTRIC/GAS	101	43710	3610				\$707.77	
		101	43710	2140				\$452.01	\$1,159.78
XCEL ENERGY	LIFT STATIONS: ELECTRIC	602	45550	3610				\$812.95	
XCEL ENERGY	COMMUNITY CENTER: ELECTRIC/GAS	220	43800	2140				\$3,012.18	\$28,081.96
		220	43800	3610				\$25,069.78	
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610				\$643.27	
ZIEGLER, INCORPORATED	CAT 287B	701	46500	2220		001		\$54.14	\$54.14

Total of all invoices: \$48,095.39

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A & L SUPERIOR SOD, INC	SEED	101	42200	2180		001		\$213.75	\$213.75
ACE SOLID WASTE	MAINT CENTER SOLID WASTE PICKUP	701	46500	3640				\$250.46	\$250.46
AMERICAN MESSAGING	LOCKBOX 8/1-8/31/14	101	40210	3190		009		\$3.99	
APPLIED MAINTENANCE SUPPLIES	MISC SHOP SUPPLIES	701	46500	2180		001		\$117.82	\$117.82
ASSOCIATION MAINTENANCE, LLC	TALL GRASS/WEED ABATEMENT AT;169 DEMAR	101	11700					\$97.50	\$97.50
ASSOCIATION MAINTENANCE, LLC	TALL GRASS/WEED ABATEMENT AT;4711 LAURA	101	11700					\$96.00	\$96.00
ASSOCIATION MAINTENANCE, LLC	TALL GRASS/WEED ABATEMENT AT;1729 LOIS	101	11700					\$79.00	\$79.00
ASSOCIATION MAINTENANCE, LLC	TALL GRASS/WEED ABATEMENT AT;169 DEMAR	101	11700					\$90.50	\$90.50
ASSOCIATION MAINTENANCE, LLC	TALL GRASS/WEED ABATEMENT AT;4324 SNAIL	101	11700					\$90.50	\$90.50
ASSOCIATION MAINTENANCE, LLC	TALL GRASS/WEED ABATEMENT AT;4414GALTIER	101	11700					\$73.50	\$73.50
AUTO NATION FORD WHITE BEAR LA	UNIT 611 W/WASHER	701	46500	2220		001		\$13.66	\$13.66
AUTO NATION FORD WHITE BEAR LA	UNIT 104	701	46500	3190		001		\$76.70	\$76.70
BANDT, CARLY	SOCCER REF JULY 23 & 24	225	43510	3190		007		\$60.00	\$60.00
BEISSWENGERS HARDWARE	BUCHER TRAIL SIGN POSTS	101	43450	2250		001		\$8.78	\$8.78
BELICH, MICHAEL	REFUND CLOSING OVRPMT-5581 CHATSWORTH ST	601	36190			003		\$46.58	\$46.58
BRAKE & EQUIPMENT WAREHOUSE	UNIT 611	701	46500	2220		001		\$61.28	\$61.28
BRAKE & EQUIPMENT WAREHOUSE	UNIT 603	701	46500	2220		001		\$38.80	\$38.80
C & E HARDWARE	SIGN BOLTS NO TRAIN HORN	101	42200	2180		003		\$7.04	\$7.04
CHALLENGER SPORTS CORP	BRITISH SOCCER CAMPS (JULY 14-18,2014)	225	43510	3190		012		\$1,810.00	\$1,810.00
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002		\$1,462.04	\$1,462.04
COMMERCIAL ASPHALT CO	PATCHING ASPHALT	101	42200	2180		002		\$2,511.45	\$2,511.45
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 08-08-14	101	21720					\$10,942.90	\$10,942.90
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 08-08-14	101	20420					\$134.75	\$134.75
COMPLETE COOLING SERVICES INC	TOOLCAT	701	46500	2220		002		\$94.90	\$94.90
DIAMOND VOGEL PAINT	CROSSWALK PAINT	101	42200	2180		004		\$249.30	\$249.30
ELVIDGE, RYAN	SOCCER REF JULY 21,22,23,28,29,30,31	225	43510	3190		007		\$280.00	\$280.00
ENHANCED INTERIORS	EROSION RED 5563 ASBURY ST RES 14-57	101	22030					\$500.00	\$500.00
FLEET FARM/GE CAPITAL RETAIL B	PROPANE FOR SHOP	701	46500	2180		001		\$21.98	
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 08-08-14	101	20418					\$5,655.00	\$5,655.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 08-08-14	101	20431					\$3,363.91	\$3,363.91
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 08-08-14	101	21750					\$6,443.84	\$6,443.84
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 08-08-14	101	20430					\$720.00	\$720.00
JEWELL, TED W.	SOFTBALL UMPIRE JULY 23,24,31	225	43510	3190		001		\$144.00	\$144.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/AUGUST 2014	220	43800	3960		003		\$1,089.00	\$1,089.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/AUGUST 2014	220	43800	3960		004		\$1,320.00	\$1,320.00
KILLIAN-SMITH, LEAH M	REFUND CLOSING OVRPMT-4433 CHATSWORTH ST	601	36190			003		\$130.45	\$130.45
L'ALLIER CONCRETE, INC	MISC CONCRETE REPAIRS	101	42200	3190		002		\$2,350.00	\$2,350.00
LARSON COMPANIES	FUEL FILTERS	701	46500	2220		001		\$35.97	\$35.97
LILLIE SUBURBAN NEWSPAPERS INC	DAILY PASS BOGO-ONLINE AD	220	43800	2201		002		\$25.00	\$25.00
LO, IA AND CATALINA	REFUND CLOSING OVRPYMT-744 DORIS AVE	601	36190			003		\$203.96	\$203.96
MALIKOWSKI, RODNEY P.	SOFTBALL UMPIRE JULY 24 & 31	225	43510	3190		001		\$96.00	\$96.00
MCCONNELL, JUDITH B	REFUND CLOSING OVRPYMT-4346 HIGHLAND DR	601	36190			003		\$20.94	\$20.94
MCHUGH, DAN	FLAG FOOTBALL CAMP (7/27-8/1) - 12 KIDS	225	43510	3190		012		\$852.00	\$852.00
MECA	IDDE TRAINNING/CURLEY/MIKE S/TOM W	101	42050	4500				\$180.00	\$180.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 08-08-14	101	20435					\$137.00	\$137.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 08-08-14	101	20420					\$35.00	\$35.00
MINNESOTA HISTORICAL SOCIETY	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001		\$1,092.00	\$1,092.00
MINNESOTA RURAL WATER ASSOCIAT	LOCATOR SCHOOL/J KIFFE & J EWELL	601	45050	4500		003		\$125.00	\$250.00
		602	45550	4500		003		\$125.00	
MOUNDS VIEW PUBLIC SCHOOLS	FEBRUARY POOL RENTAL	225	43520	3190		003		\$33.00	\$33.00
MOUNDS VIEW PUBLIC SCHOOLS	CHIPPEWA POOL RENTAL	225	43520	3190		003		\$343.76	\$343.76

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MTI DISTRIBUTING, INC	Z-MOWERS	701	46500	2220		002		\$68.64	\$68.64
MTI DISTRIBUTING, INC	TORO 3280D #3	701	46500	2220		002		\$536.18	\$536.18
NEWMAN SIGNS	CROSSWALK STENCILS	101	42200	2180		004		\$788.86	\$788.86
PEARSON BROS INC	PMT 1 SEAL COAT PROJECT 14-03	404	42200	3190				\$232,681.50	\$232,681.50
PEERLESS WIPING CLOTH COMPANY	SHOP TOWELS	701	46500	2180		001		\$111.25	\$111.25
PIONEER RIM & WHEEL CO.	JD5220 TRACTOR	701	46500	2220		002		\$10.70	\$10.70
PMA FINANCIAL NETWORK, INC	JUNE 2014 BANK FEES	101	40500	4890		004		\$133.76	
PORTER, DANIEL	SOFTBALL UMPIRE JULY 21 & 28	225	43510	3190		001		\$72.00	\$72.00
PREMIER TITLE INSURANCE AGENCY	REFUND CLOSING OVRPYMT-4133 REILAND LANE	601	36190			003		\$130.33	\$130.33
PRESS PUBLICATIONS	DAILY ADMISSION BOGO-SLICE OF SV INSERT	220	43800	2201		002		\$620.00	\$620.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 08-08-14	101	21740					\$29,956.53	\$29,956.53
QUALITY FLOW SYSTEMS INC	INSURANCE CLAIM: SNAIL LAKE LIFT STATION	260	47400	4340				\$31,680.00	\$31,680.00
R JOHNSON AND SONS INC	ELECTRICAL FOR SLICE	270	40250	3950		008		\$2,180.00	\$2,180.00
RAMSEY COUNTY TREASURER	LIFE INSURANCE: AUGUST 2014	101	20414					\$2,632.24	\$2,834.74
		101	20417					\$202.50	
RAO, ARVIND	REFUND CLOSING OVRPYMT-572 LAKE RIDGE CT	601	36190			003		\$93.97	
RENEWAL BY ANDERSON	PERMIT REFUND	101	32500					\$133.15	\$140.40
		101	20802					\$2.25	
		101	34850					\$5.00	
RICOH USA INC.	MAINTENANCE: RICOH COPIERS	101	40200	3850		002		\$223.02	\$223.02
RUGRODEN, JOHN L.	SOFTBALL UMPIRE JULY 23	225	43510	3190		001		\$30.00	\$30.00
SAARION, CARL	SOFTBALL UMPIRE JULY 22	225	43510	3190		001		\$30.00	\$30.00
SCOTT, STEVE OR CAROL	REFUND CLOSING OVRPYMT-225 SHERWOOD RD	601	36190			003		\$28.67	\$28.67
SOUTHWIND BUILDERS INC	EROSION RED 5165 ST ALBANS ST N RES14-57	101	22030					\$1,000.00	\$1,000.00
ST. PAUL, CITY OF	RIVERPRINT:BUSINESS CARDS/ADMIN. DEPT.	101	40200	2010		003		\$102.05	\$102.05
SUSSEL BUILDERS	EROSION RED 528 COUNTY RD J RES 14-57	101	22030					\$500.00	\$500.00
T-MOBILE	WATER TOWER CARD	601	45050	3190				\$58.68	\$58.68
TARGET COMMERCIAL INVOICE	ADVENTURE QUEST ACADEMY CLASS	225	43590	2175		003		\$25.12	\$25.12
TEKAUTZ, TIMOTHY	SOFTBALL UMPIRE JULY 22	225	43510	3190		001		\$48.00	\$48.00
TERMINAL SUPPLY CO	CB TRAILER & SLICE FASTENERS	701	46500	2220		002		\$136.84	\$136.84
TERMINAL SUPPLY CO	306A & SANDING LIGHTS	701	46500	2220				\$103.03	\$103.03
TOMHAVE, MEGAN	SOCCER REF JULY 29 & 31	225	43510	3190		007		\$50.00	\$50.00
TOTAL TOOL SUPPLY INC	JACKHAMMER BIT	701	46500	2400		002		\$93.18	\$93.18
TRANSPORTATION SUPPLIES INC	SOCKET SETS	701	46500	2400		006		\$243.56	\$243.56
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 08-08-14	101	21710					\$26,054.75	\$68,075.81
		101	21730					\$34,056.16	
		101	21735					\$7,964.90	
TSI INCORPORATED	EROSION/LANDSCAPE 500 CARDGIAN RES 14-57	101	22030					\$7,000.00	
		101	22025					\$2,500.00	
TWIN CITY SAW & SERVICE CO	2 CYCLE OIL	701	46500	2130		001		\$76.99	
TWIN SOURCE SUPPLY	GLOVES & PAPER TOWELS	701	46500	2180		001		\$247.20	\$247.20
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 08-08-14	101	20420					\$58.00	\$58.00
VANCO SERVICES	JULY FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003		\$133.50	\$133.50
WARNING LITES OF MINNESOTA INC	GRAMSIE ROAD CLOSURE	101	42200	3190		003		\$928.56	\$928.56
WELLE, DANIEL RICHARD	SOCCER REF JULY 21,28,30	225	43510	3190		007		\$120.00	\$120.00
WOODCRREST BUILDING & REMODELI	EROSION RED 4911 MAPLE ST RES 14-57	101	22030					\$500.00	\$500.00
WURST, ANDREW	FITNESS STEREO CABLES STUDIO 2	225	43530	2170		003		\$64.25	\$64.25
ZACKS INC.	SHOP SUPPLIES	701	46500	2183		001		\$675.66	\$675.66

Total of all invoices: \$429,044.99

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
4IMPRINT	PRESCHOOL BAGS/AQ CARNIVAL BAGS	225	43590	2175		001	\$156.59	\$497.76
		225	43555	2170			\$341.17	
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640			\$1,100.29	\$1,683.79
		101	43710	3950			\$583.50	
AMSAN BRISSMAN KENNEDY	SUPERFLO GOLD SOAP 12 LITER	220	43800	2110			\$165.38	
AMSAN BRISSMAN KENNEDY	60IN METAL TIP THREAD	220	43800	2110			\$5.69	\$5.69
AMSAN BRISSMAN KENNEDY	BRASS SLIDE LATCH/HINGES/CREDIT316054139	220	43800	2240		001	\$968.73	\$968.73
AUTOMOTIVE REFLECTIONS	UNIT 104	701	46500	3190		001	\$794.80	\$794.80
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001	\$41.57	\$41.57
BEISSWENGERS HARDWARE	VICTORIA WALL SUPPLIES	101	43450	2250		001	\$19.79	\$19.79
BRAKE & EQUIPMENT WAREHOUSE	UNIT 611/LESS CREDIT #1-338167	701	46500	2220		001	\$47.77	\$47.77
BRAKE & EQUIPMENT WAREHOUSE	UNIT 304	701	46500	2220		001	\$278.00	\$278.00
BSN SPORT INC	PICKLEBALL SUPPLIES: ROLLER/FIRST AID	225	43510	2170		020	\$175.47	\$175.47
BWBR ARCHITECTS	FEES FOR MOVABLE WALL PROJECT	405	43800	3810			\$2,994.66	\$2,994.66
C & E HARDWARE	VICTORIA WALL SUPPLIES	101	43450	2010			\$4.49	\$4.49
C & E HARDWARE	CATCH BASIN TRAILER	701	46500	2220		002	\$2.69	\$2.69
C & E HARDWARE	HANDLE	602	45550	2282		001	\$2.59	\$2.59
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002	\$1,308.48	\$1,308.48
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001	\$317.15	\$317.15
CRYSTEEL TRUCK EQUIPMENT INC	UNIT 608	701	46500	2220		001	\$645.90	\$645.90
CRYSTEEL TRUCK EQUIPMENT INC	UNIT 609	701	46500	2220		001	\$645.90	\$645.90
FERGUSON WATERWORKS #2516	WATERMAIN PARTS/CREDIT #CM009003	601	45050	2280		002	\$61.32	\$61.32
FERGUSON WATERWORKS #2516	WATERMAIN PARTS	601	45050	2280		002	\$136.16	\$136.16
FIRST STUDENT, INC	JULY 30 & AUG 1 FIELD TRIP BUS BILLING	225	43590	3175		002	\$312.50	\$1,412.50
		225	43535	3190		003	\$1,100.00	
GOPHER	FLAG FOOTBALL LEAGUE SUPPLIES	225	43510	2170		018	\$1,439.39	
GOPHER	FALL SOCCER SUPPLIES	225	43510	2170		007	\$369.61	\$369.61
GRAINGER, INC.	BATTERIES/FUSES/LAMPS	220	43800	2240		001	\$161.52	\$161.52
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.33	\$15.33
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.34	\$15.34
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.34	\$15.34
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.22	\$16.22
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.24	\$16.24
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.38	\$15.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.38	\$15.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.37	\$15.37
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.36	\$15.36
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.36	\$15.36
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.22	\$16.22
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.23	\$16.23
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.38	\$15.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.37	\$15.37
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	DOUGHNUTS/METRO ECSU	220	43800	2591		003	\$87.11	\$87.11
GRANDMA'S BAKERY	DOUGHNUTS/METRO ECSU	220	43800	2591		003	\$70.99	\$70.99
GRANDMA'S BAKERY	DOUGHNUTS/METRO ECSU	220	43800	2591		003	\$115.12	\$115.12
HALDEMAN-HOMME INC	REPAIR TO BB WINCH/PARTITION DOOR	220	43800	3810		003	\$340.00	\$340.00
HAWKINS, INC.	CHEMICAL ORDER	220	43800	2160		001	\$588.19	\$588.19

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$355.20	\$355.20
HORIZON COMMERCIAL POOL SUPPLY	REPLACED CO2 TUBING ON WHIRLPOOL	220	43800	2200		003		\$181.40	\$181.40
JZ ELECTRIC	PERMIT REFUND 2214-01322	101	32580					\$70.00	\$75.00
		101	20802					\$5.00	
LILLIE SUBURBAN NEWSPAPERS INC	DAILY ADMISSION BOGO-SLICE OF SV INSERT	220	43800	2201		002		\$724.00	\$724.00
M/A ASSOCIATES	ENZYME -D DIGESTER DEODORANT	220	43800	2240		001		\$170.17	\$170.17
MAC QUEEN EQUIPMENT INC.	UNIT S-2 CROSSWIND	701	46500	2220		001		\$163.14	
MATHESON TRI-GAS INC	CO2	220	43800	2160		002		\$90.02	\$90.02
MENARDS CASHWAY LUMBER *MAPLEW	SHOP SUPPLIES	701	46500	2180		001		\$42.90	\$42.90
METROPOLITAN COUNCIL ENVIRONME	SAC CHARGES FOR JULY 2014	602	20840					\$7,455.00	\$7,380.45
		602	34060					-\$74.55	
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: JULY 2014	701	46500	2120				\$438.33	\$438.33
MINNESOTA DEPARTMENT OF REVENU	Sales Use Tax: July 2014	101	40200	4890		001		-\$14.75	\$13,631.00
		101	40550	2010		001		\$5.29	
		101	43710	2240				-\$3.85	
		220	43800	2110				-\$6.50	
		220	43800	2160		002		\$4.55	
		220	43800	2200		004		-\$1.12	
		220	43800	2201				\$17.61	
		220	43800	2201		004		-\$0.47	
		220	43800	2240		001		\$1.60	
		220	43800	2240		002		\$86.08	
		220	43800	3190		001		-\$0.38	
		225	43510	2170		011		\$4.24	
		225	43510	2170		015		-\$0.47	
		225	43520	2170		001		-\$1.44	
		225	43520	2170		002		\$7.40	
		225	43530	2170		002		\$1.72	
		225	43535	2170		001		\$16.09	
		225	43535	2170		002		\$49.05	
		225	43535	2170		004		-\$8.50	
		225	43535	3190		001		\$37.10	
		225	43535	3190		002		-\$21.18	
		225	43560	2170				\$7.80	
		225	43590	2175		002		-\$1.40	
		225	43590	2175		003		-\$0.21	
		240	44400	2180		001		-\$0.15	
		270	40250	3950		004		-\$0.89	
		270	40250	3950		005		-\$8.27	
		270	40250	3950		006		-\$5.67	
		270	40250	4890				-\$0.18	
		270	40250	4890		001		\$18.46	
		270	40250	4890		002		-\$2.16	
		422	40550	5800		011		\$574.60	
		220	21810					\$10,451.00	
		701	46500	2120		003		\$152.00	
		601	21810					\$2,274.00	
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: JULY	101	20802					\$2,824.09	
		101	34060					-\$56.48	
MN AWWA	AWWA CONFERENCE/TOM W/CURLEY/CHMIELEWSKI	101	42050	4500				\$735.00	
MRPA	MRPA CONFERENCE-BS,JB,SS,JR,DM,DB,MM	101	43400	4500				\$2,310.00	\$2,310.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
NAPA AUTO PARTS	SMALL ENGINE OIL	701	46500	2130		001		\$35.88	\$35.88
NAPA AUTO PARTS	TOOLS	701	46500	2400		006		\$6.99	\$6.99
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2180		001		\$36.94	\$36.94
NAPA AUTO PARTS	PONDS OUTBOARD	701	46500	2130		001		\$13.27	\$13.27
ORKIN EXTERMINATING CO INC.	PEST CONTROL CC	220	43800	3190		004		\$166.89	\$166.89
PIPER, STEVE	REIMBURSEMENT/WEB HOSTING/FRIDAY SOUND	270	40250	4890		006		\$250.99	\$550.99
		270	40250	3190		003		\$300.00	
PRODUCTION 101, INC	SUPERSITTER 101 BOOKLETS	225	43520	2170		005		\$209.00	
REPUBLIC SERVICES INC #899	JULY ALLIED WASTE SERVICES	210	42750	3190				\$30,423.17	\$30,423.17
REPUBLIC SERVICES INC #899	GARBAGE AND RECYCLING FOR SLICE	270	40250	3950		007		\$717.69	\$717.69
RICOH USA, INC.	LEASE 3 CITY HALL COPIERS 8/21-9/20/14	101	40200	3930		002		\$1,947.00	\$1,947.00
RICOH USA, INC.	LEASE: MPC3003 C84066191	101	40200	3930		002		\$273.62	\$273.62
SCHARBER & SONS	LAND PRIDE 16' MOWER	701	46500	2220		002		\$806.80	
SCHARBER & SONS	LAND PRIDE 16' MOWER	701	46500	2220		002		\$44.50	\$44.50
SCHOLASTIC	PRESCHOOL MAGAZINES	225	43555	2170				\$266.28	\$266.28
ST. PAUL, CITY OF	PATCHING ASPHALT	101	42200	2180		002		\$130.18	\$130.18
STRATTON, JESSE	PLANNING REFUND/STRATTON 2542-14-32	101	34830		407			\$250.00	
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$516.88	\$516.88
TARGET COMMERCIAL INVOICE	SUMMER DISCOVERY SUPPLIES	225	43535	2170		002		\$152.29	\$152.29
TEXON TOWEL & SUPPLY	TOWELS FOR RESALE	220	43800	2591		002		\$448.51	\$448.51
TRANSPORTATION SUPPLIES INC	SHOP TOOLS	701	46500	2400		006		\$64.88	\$64.88
WATSON COMPANY	WAVE CAFE COFFEE FOR RESALE	220	43800	2590		001		\$74.33	\$99.33
		220	43800	2591		003		\$25.00	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,043.79	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$41.83	\$41.83
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,209.78	\$1,209.78
Total of all invoices:									\$84,201.71

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AHLES, LIZ	PASS REFUND	220	22040					\$69.11	\$69.11
AMSAN BRISSMAN KENNEDY	BATH TISSUE/CAN LINERS	220	43800	2110				\$257.08	\$257.08
AMSAN BRISSMAN KENNEDY	PAPER TOWELS/CLOROX CLNR/TISSUE	220	43800	2110				\$961.40	\$961.40
ANDERSON, ANGELINA	REIMBURSEMENT/SD SUPPLIES	225	43535	2170		001		\$15.53	\$15.53
ANDERSON, PHYLLIS	REFUND CLOSING OVRPYMT-4180 VICTORIA ST	601	36190			003		\$48.06	\$48.06
ANDREKUS, BRIAN	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
BARANICK, SANDY	FACILITY REFUND	220	22040					\$300.00	\$300.00
BARANICK, SANDY	FACILITY REFUND	220	22040					\$50.00	\$50.00
BASTA, MICHAEL	FACILITY REFUND	220	22040					\$662.65	\$662.65
BATILLER, MARICA	FACILITY REFUND	220	22040					\$50.00	\$50.00
BERNDT, LOIS	PASS REFUND	220	22040					\$160.00	\$160.00
C & E HARDWARE	BROOM	604	42600	2180				\$19.98	\$19.98
CAUGHEY, HOLLIE	SOCCER LEA (GRD 7&8)	220	22040					\$52.00	\$52.00
COMCAST	CABLE TV FOR CC	220	43800	3190		001		\$153.17	\$153.17
DECARLO, JESSE	FACILITY REFUND	220	22040					\$25.00	\$25.00
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 7/31/14	601	45050	3220		001		\$20.62	\$41.24
		602	45550	3220		001		\$20.62	
ELIFEGUARD, INC	LANYARDS	220	43800	2200		002		\$73.75	\$73.75
FIAGBEDZI, ANTOINETTE	FACILITY REFUND	220	22040					\$300.00	\$300.00
GILLIS, MELINDA	SOCCER LEA (GRD 7&8)	220	22040					\$52.00	\$52.00
GIN, JEANNE	SOCCER LEA (GRD 7&8)	220	22040					\$52.00	\$52.00
GLAC, KATHARINA	PASS REFUND	220	22040					\$160.00	\$160.00
GRAINGER, INC.	EAB INJECTION GLOVES	101	43900	2180		002		\$6.21	\$6.21
HAARUP, MARSHA	FACILITY REFUND	220	22040					\$50.00	\$50.00
HAMERSTON, KARIN	SOCCER LEA (GRD 7&8)	220	22040					\$52.00	\$52.00
HANSON, SUSAN	FACILITY REFUND	220	22040					\$32.14	\$32.14
HELGESON, KRIS	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
HOFFARD, THERESA	REIMBURSEMENT/ELECTION SUPPLIES	101	40300	2180				\$57.94	\$57.94
HORVATH, NICK	REFUND CLOSING OVRPYMT-410 HARRIET AVE	601	36190			003		\$85.24	
HUIE, LENNY	BACK TO SCHOOL DISCO	220	22040					\$148.00	\$148.00
HURLEY, KATHERINE	FACILITY REFUND	220	22040					\$300.00	\$300.00
JAM, JJ'S	FACILITY REFUND	220	22040					\$31.52	\$31.52
JEFF ELLIS & ASSOCIATES, INC	SAFETY AUDIT/LESS CREDIT 20068920	220	43800	3190		001		\$850.00	\$780.00
		220	43800	3190		001		-\$70.00	
JIANG, YONGDHI	REFUND CLOSING OVRPYMT-1366 VIEWCREST RD	601	36190			003		\$126.31	\$126.31
JRK SEED CO.	EAB INJECTION MATERIALS	101	43900	2180		002		\$302.80	\$302.80
JRK SEED CO.	EAB INJECTION CHEMICAL REFILLS	101	43900	2180		002		\$3,991.00	\$3,991.00
KIM, HYEWON	FACILITY REFUND	220	22040					\$25.00	\$25.00
KOTLINSKY, WENDI	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
LEE, CHAO	FACILITY REFUND	220	22040					\$50.00	\$50.00
LEE, CHONG	FACILITY REFUND	220	22040					\$50.00	\$50.00
LEMMONS, KATIE	FACILITY REFUND	220	22040					\$25.00	\$25.00
MALONEY, PATRICK	PASS REFUND	220	22040					\$40.00	\$40.00
MASSO, KRISTY	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
MCCAREN DESIGNS INC	MONTHLY HORTICULTURE SERVICE	220	43800	3190		007		\$1,196.00	
MCHUGH, DAN	VOLLEYBALL CAMP (AUGUST 4-8) - 18 KIDS	225	43510	3190		012		\$1,278.00	\$1,278.00
MEYER, JANELLE	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
MIRACLE, HEATHER	SOCCER LEA (GRD 7&8)	220	22040					\$52.00	\$52.00
MONROE, HANNAH	FACILITY REFUND	220	22040					\$32.14	\$32.14
MRPA	ATTN: TROY - FALL SOFTBALL TEAM REG	225	43510	3190		001		\$231.00	
OLSON, KEVIN OR CHRISTI	REFUND CLOSING OVRPYMT-160 EDGEWATER AVE	601	36190			003		\$118.39	\$118.39

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
PAGE, SHARI	ACTIVITY REFUND	220	22040					\$107.90	\$107.90
PHETSAMONE, PHOUT	FACILITY REFUND	220	22040					\$25.00	\$25.00
PORATH, KRISTINA	REIMBURSEMENT/PUPPET WAGON SUPPLIES	225	43590	2175		001		\$224.51	\$224.51
POSTMASTER	DEPOSIT IN PERMIT IMPRINT #5606 - ZONE 2	602	45550	3220		001		\$500.00	\$1,000.00
		601	45050	3220		001		\$500.00	
Q3 CONTRACTING	ST LT RESTO AREA 2 PROJ14-04/LESS CREDIT	604	42600	5300				\$282.00	\$272.00
		604	42600	5300				-\$10.00	
Q3 CONTRACTING	STREET LIGHT RESTO AREA 2 PROJ 14-04	604	42600	5300				\$785.95	
QUIGGLE, MEGAN	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
QVALE, ERIK	REIMBURSEMENT/BIRTHDAY CAKE	220	43800	2591		002		\$15.99	\$15.99
RENIER, DEBBIE	FACILITY REFUND	220	22040					\$29.44	\$29.44
REYNOLDS, MICHELLE	FACILITY REFUND	220	22040					\$25.00	\$25.00
RHEINECK, ANDREW	FACILITY REFUND	220	22040					\$25.00	\$25.00
RUKA, VICKIE	FACILITY REFUND	220	22040					\$25.00	\$25.00
SAC, SOMERSET	FACILITY REFUND	220	22040					\$36.80	\$36.80
SAM'S CLUB DIRECT	SUMMER DISCOVERY SNACK	225	43535	2170		004		\$806.29	\$806.29
SAM'S CLUB DIRECT	500 COFFEE CART/FM SPECIAL EVENT	225	43590	2174		001		\$67.26	\$93.82
		225	43590	2174		002		\$26.56	
SCHROEPFER, APRIL	SOCCER LEA (GRD 1&2)	220	22040					\$47.00	\$47.00
SONNER, LUKE	SOCCER LEA (GRD 7&8)	220	22040					\$52.00	\$52.00
SPERLING, ERIN	SOCCER LEA (GRD 7&8)	220	22040					\$72.00	\$72.00
STOFFELS, DAWN	FACILITY REFUND	220	22040					\$62.49	\$62.49
TARGET COMMERCIAL INVOICE	MOVIES/FARMERS MARKET/SENIORS BINGO	225	43590	2173		001		\$62.32	
		225	43590	2174		001		\$8.58	\$117.86
		225	43590	2174		002		\$46.96	
THAO, LISA	FACILITY REFUND	220	22040					\$25.00	\$25.00
TIVOLITOO, INC	FULL REPAIR OF BASKETBALL HOOP	220	43800	2200		004		\$840.00	
TOKLE INSPECTIONS INC	INSPECTION SERVICES AUG 2014	101	44300	3090				\$1,558.40	
WHELAN, ELIZABETH	AQUATICS - PRIVATE	220	22040					\$141.00	\$141.00
YALE MECHANICAL INC	AUTOMATION BCB AREA RESTROOM EXHAUST	220	43800	3810		003		\$507.28	\$507.28
ZEILINGER, THERESA	AQUATICS - PRIVATE	220	22040					\$134.00	\$134.00

Total of all invoices: \$19,965.39  
 =====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
2ND WIND EXERCISE EQUIPMENT	FIT CENTER STRENGTH MACHINES & CLIMBMILL	405	43800	2180			\$44,654.00	\$51,024.00
		220	43800	2180		001	\$6,370.00	
AIM ELECTRONICS, INC	SCOREBOARD REPLACEMENT LIGHTS	101	43710	2240			\$1,566.00	
ALLEN, DEANNE	MINUTES-8/4 CC, 7/22 PC	101	40200	3190		001	\$200.00	\$350.00
		101	44100	3190			\$150.00	
AMSAN BRISSMAN KENNEDY	REPAIR SUPPLIES CC	220	43800	2240		001	\$611.55	
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003	\$350.60	\$350.60
ASSOCIATION FOR NONSMOKERS-MN	TOBACCO COMPLIANCE PROJECT	101	40200	3190		002	\$749.00	\$749.00
BATTERIES PLUS	BATTERIES FOR IRRIGATION ICONS	101	43710	2240			\$89.98	\$89.98
BEISSWENGERS HARDWARE	BOLTS FOR GRAMSIE LIFT STATION	602	45550	2282		001	\$47.76	\$47.76
BEISSWENGERS HARDWARE	SAW BLADE	101	43710	2400			\$12.27	\$12.27
BLACKBURN MANUFACTURING COMPAN	MARKING PAINT	601	45050	2280		001	\$270.06	\$495.16
		602	45550	2280		001	\$225.10	
CENTRAL WOOD PRODUCTS	CERTIFIED PLAYGROUND MULCH	101	43710	2260			\$1,472.50	\$1,472.50
CENTRAL WOOD PRODUCTS	CERTIFIED PLAYGROUND MULCH	101	43710	2260			\$1,620.00	\$1,620.00
CENTRAL WOOD PRODUCTS	CERTIFIED PLAYGROUND MULCH	101	43710	2260			\$1,472.50	\$1,472.50
CHESS	MTCE PLAN - JULY	101	40210	3190		007	\$610.00	\$610.00
CORRPRO COMPANIES INC	INSPECTION SERVICE NORTH TOWER	601	45050	3190		003	\$730.00	
DAVIS LOCK & SAFE	REPAIR LOCK MCCULLOUGH PARK BLDG	101	43710	3190			\$95.00	\$95.00
GERTENS WHOLESALE	PLANTS FOR SITZER PARK SIGN AREA	101	43710	2260			\$96.00	\$96.00
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190		001	\$203.00	\$812.00
		602	45550	3190		001	\$203.00	
		603	45850	3190		001	\$203.00	
		604	42600	3190			\$203.00	
GRAINGER, INC.	MARKING PAINT/ATHLETIC FIELDS	101	43710	2260			\$46.92	\$46.92
HAWKINS, INC.	CHEMICALS	601	45050	2160		002	\$2,469.47	
		601	45050	2160		001	\$3,207.77	
HAWKINS, INC.	CHLORINE	601	45050	2160		001	\$700.00	\$700.00
HILLCREST ANIMAL HOSPITAL	ANIMAL CONTROL/JULY 2014	101	41100	3190			\$197.00	\$197.00
HILTON GARDEN INN	KICK OFF EVENT FOR SLICE	270	40250	4890		006	\$188.00	\$188.00
HILTON GARDEN INN	WRAP UP DINNER FOR SLICE COMMITTEE	270	40250	4890		006	\$319.50	\$319.50
JEFF SMITH LLC	TAE KWON DO SUMMR SESS.B INSTRUCTOR FEES	225	43530	3190			\$1,058.85	\$1,058.85
JOHN A. DAL SIN & SON INC	REPAIRS TO GYM ROOF CC	220	43800	3810		004	\$4,980.00	\$4,980.00
JOHN A. DAL SIN & SON INC	REPAIRS TO GYM ROOF CC	220	43800	3810		004	\$473.46	\$473.46
KELLY & LEMMONS, P.A.	JULY 2014 LEGAL FEES	101	40600	3020			\$5,821.04	
		101	40600	3030			\$4,576.51	\$11,396.55
		101	40600	3040			\$819.00	
		445	47000	5930			\$36.00	
		571	47000	5930			\$36.00	
		601	22015				\$108.00	
LEAGUE OF MN CITIES INS TRUST	WORKERS' COMP 4TH INSTALLMENT 13/14	101	40100	1510			\$25.68	
		101	40200	1510			\$376.17	
		101	40210	1510			\$210.89	
		101	40300	1510			\$9.22	
		101	40400	1510			\$86.75	
		101	40500	1510			\$440.24	\$30,205.50
		101	40550	1510			\$173.75	
		101	40800	1510			\$99.96	
		101	41500	1510			\$2.99	
		101	42050	1510			\$593.30	
		101	42200	1510			\$4,491.11	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		101	43400	1510			\$1,219.75	
		101	43450	1510			\$258.51	
		101	43710	1510			\$3,542.58	
		101	43900	1510			\$79.02	
		101	44100	1510			\$395.12	
		101	44300	1510			\$102.96	
		210	42750	1510			\$25.43	
		220	43800	1510			\$3,393.75	
		225	43400	1510			\$1,182.60	
		225	43510	1510			\$78.77	
		225	43520	1510			\$844.33	
		225	43530	1510			\$1,107.07	
		225	43535	1510			\$865.26	
		225	43555	1510			\$615.98	
		225	43560	1510			\$348.50	
		225	43580	1510			\$93.48	
		225	43590	1510			\$325.81	
		230	40900	1510			\$33.15	
		240	44400	1510			\$37.89	
		241	44500	1510			\$59.33	
		601	45050	1510			\$3,165.66	
		602	45550	1510			\$2,578.34	
		603	45850	1510			\$2,063.07	
		603	45900	1510			\$24.68	
		604	42600	1510			\$48.61	
		701	46500	1510			\$1,205.79	
LIFE FITNESS	LIFEFITNESS STRENGTH EQUIP. FIT CENTER	220	43800	2180	001		\$15,810.47	\$15,810.47
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICES	101	40200	3360	001		\$539.00	
MANSFIELD OIL COMPANY	DIESEL FUEL	701	46500	2120	002		\$6,198.20	\$6,198.20
MANSFIELD OIL COMPANY	UNLEADED FUEL	701	46500	2120	001		\$2,998.61	\$2,998.61
MANSFIELD OIL COMPANY	UNLEADED FUEL	701	46500	2120	001		\$2,957.11	\$2,957.11
MENARDS	VICTORIA WALL	101	43450	2250			\$88.74	\$88.74
MENARDS CASHWAY LUMBER **FRIDL	LANDSCAPE EDGING FOR LAKE JUDY PARK	101	43710	2240			\$14.98	\$14.98
MENARDS CASHWAY LUMBER *MAPLEW	VICTORIA WALL	101	43450	2250			\$85.35	\$85.35
METERING & TECHNOLOGY SOLUTION	ORION READER FOR CHARLIE LAKE	601	45050	2510	002		\$95.00	\$95.00
METERING & TECHNOLOGY SOLUTION	2" TURBO METERS	601	45050	2510	002		\$1,921.57	\$1,921.57
METROPOLITAN COUNCIL	SEWER SERVICE-SEPTEMBER 2014	602	45550	3670			\$150,952.26	\$150,952.26
MF ATHLETIC	STABILITY BALL RACK/FIT CENTER	220	43800	2180	001		\$147.85	\$147.85
MF ATHLETIC	TRI-FOLD MATS FOR FITNESS CENTER (6)	225	43530	2170	002		\$260.70	\$260.70
MINNESOTA DEPT LABOR AND INDUS	ELEVATOR ANNUAL OPERATORS LICENCE	701	46500	4330	001		\$100.00	\$100.00
MOORE MEDICAL, LLC	ANNUAL SUPPLY STOCK	101	40210	2180	003		\$93.11	\$93.11
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$862.04	\$862.04
NATIONAL GYM SUPPLY, INC	LAT PULL REPLACEMENT GRIPS (FIT CENTER)	220	43800	2180	001		\$26.90	\$26.90
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	44300	2010			\$16.94	\$274.34
		101	40200	2010	002		\$9.84	
		101	40200	2010	001		\$247.56	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010	001		\$51.90	
		101	40200	2010	002		\$27.76	
PLUMBMASTER, INC	REPAIR SUPPLIES POOL SHUTDOWN	220	43800	2240	003		\$2,900.14	\$2,900.14
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240	001		\$852.36	\$852.36
PRECISE MRM, LLC	ANNUAL PRECISE SALT AND PLOW TRACKING	701	46500	4330	002		\$960.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
PRO-TEC DESIGN	ADD CARD READER TO DOOR IN MAINT CENTER	422	40550	5800		004		\$2,564.63	\$2,564.63
PRO-TEC DESIGN	TROUBLESHOOT CARD ACCESS SYSTEM	101	40550	3860		008		\$215.40	\$215.40
RAMSEY COUNTY	LAW ENFORCEMENT - AUGUST 2014	101	41100	3190		001		\$160,469.99	\$160,469.99
ROYAL TEXTILE MANUFACTURING	UNIFORMS SHIRTS	101	43710	3970				\$151.98	\$151.98
SCHINDLER ELEVATOR CORPORATION	QUARTERLY ELEVATOR SERVICE CONTRACT	701	46500	3196		002		\$413.31	\$413.31
SIMPLEXGRINNELL LP	REPAIRS TO FIRE ALARM SYSTEM	220	43800	3810		003		\$1,274.05	\$1,274.05
STAR TRIBUNE	SUBSCRIPTION - 8/22-11/21/14	101	40200	4330		009		\$39.65	\$39.65
SUBURBAN RATE AUTHORITY	SECOND HALF MEMBERSHIP	101	40100	4330		006		\$1,200.00	\$1,200.00
SYN-TECH SYSTEMS INC	MAINTENANCE AGREEMENT FOR FUELMaster	701	46500	4330		002		\$998.16	\$998.16
TARGET COMMERCIAL INVOICE	ELECTION MEETING SUPPLIES	101	40300	2180				\$5.68	\$5.68
TECHNOGYM USA CORP	REPLCMT BACK PAD/OK PAY LESS TAX/KELLY	220	43800	3890				\$130.57	\$130.57
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$38.41	\$153.63
		601	45050	3970		001		\$38.41	
		602	45550	3970		001		\$38.41	
		603	45850	3970		001		\$19.20	
		701	46500	3970		001		\$19.20	
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$38.41	\$153.63
		601	45050	3970		001		\$38.41	
		602	45550	3970		001		\$38.41	
		603	45850	3970		001		\$19.20	
		701	46500	3970		001		\$19.20	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$61.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$46.25	\$46.25
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$61.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$46.25	\$46.25
VAN PAPER COMPANY	TRASH BAGS FOR PARKS	101	43710	2240				\$110.79	\$110.79
VIKING ELECTRIC SUPPLY INC	OUTLET/GRAMSIE LIFT STATION	602	45550	2282		001		\$15.48	\$15.48
WAUSAU TILE INC	TABLES AND TRASH FOR CC PLAZA	405	43800	5300				\$6,237.00	\$6,237.00
Total of all invoices:								\$480,014.18	=====

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Vendor number	10206 1
Vendor name	XCEL ENERGY
Address	PO BOX 9477 MINNEAPOLIS MN 55484-9477

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

Return to:

Voucher	Date	Comment line on check	Invoice number	Account coding	Amount
43,258	07-11-14	COMMUNITY CENTER: ELECTRIC/GAS	5148429483	220 43800 2140 220 43800 3610 VOUCHER TOTAL:	3,012.18 25,069.78 \$28,081.96
43,255	07-10-14	WELL 6: ELECTRIC/GAS	5158229131	601 45050 3610 601 45050 2140 VOUCHER TOTAL:	2,812.29 33.00 \$2,845.29
43,256	07-22-14	PARKS: ELECTRIC/GAS	5168772685	101 43710 3610 101 43710 2140 VOUCHER TOTAL:	707.77 452.01 \$1,159.78
43,257	07-18-14	LIFT STATIONS: ELECTRIC	5168431967	602 45550 3610	\$812.95
43,259	07-11-14	TRAFFIC SIGNALS: ELECTRIC	5162326923	101 42200 3610	\$643.27
43,252	07-14-14	WATER TOWERS: ELECTRIC	5168285301	601 45050 3610	\$66.99
43,253	07-14-14	TRAFFIC SIGNAL SHARED W/ARDEN HILLS:ELEC	5155611264	101 42200 3610	\$51.82
43,254	07-14-14	SLICE OF SHOREVIEW: ELECTRIC	5168772674	270 40250 3610	\$13.88
Total:					\$33,675.94

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Debbie Engblom	<i>Debbie Engblom</i>
Approved by: (signature required) Terry Schwerm	<i>Terry Schwerm</i>

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,537	RETURN CHECK TO TOM H
Vendor number	00544 1	2014
Vendor name	PEARSON BROS INC	
Address	11079 LAMONT AVENUE NE HANOVER, MN 55341-4063	

Date	Comment line on check	Invoice number	Amount
07-16-14	PMT 1 SEAL COAT PROJECT 14-03	3292 14-03-01	\$232,681.50

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

*This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?*

Purchase was made through the state's cooperative purchasing venture.

Purchase was made through another source. The state's cooperative purchasing venture was considered.

Cooperative purchasing venture consideration requirement does not apply.

Return to: \_\_\_\_\_

Account Coding	Amount
404 42200 3190	\$232,681.50

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$

Reviewed by: Tom Hammitt 8/6/14  
 (signature required) Tom Hammitt

Approved by: Terry Schwerm  
 (signature required) Terry Schwerm

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000. If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,557
Vendor number	01901 1 <span style="float: right;">2014</span>
Vendor name	REPUBLIC SERVICES INC #899
Address	PO BOX 9001154 LOUISVILLE, KY 40290-1154

Date	Comment line on check	Invoice number	Amount
07-25-14	JULY ALLIED WASTE SERVICES	0899-002517851	\$30,423.17

THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

*This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?*

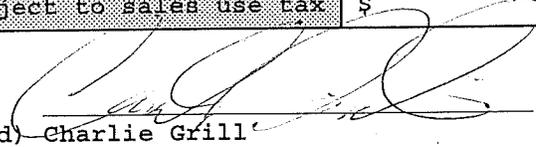
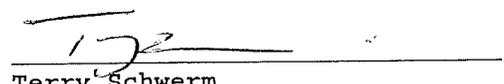
Purchase was made through the state's cooperative purchasing venture.

Purchase was made through another source. The state's cooperative purchasing venture was considered.

Cooperative purchasing venture consideration requirement does not apply.

Return to: \_\_\_\_\_

Account Coding	Amount
210 42750 3190	\$30,423.17

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$ _____
Reviewed by: (signature required) Charlie Grill	
Approved by: (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000. If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,458		
Vendor number	00035 1	2014	
Vendor name	2ND WIND EXERCISE EQUIPMENT		
Address	7585 Equitable Drive Eden Prairie, MN 55344 952-544-5249		

Date	Comment line on check	Invoice number	Amount
08-04-14	FIT CENTER STRENGTH MACHINES & CLIMBMILL	022023582	\$51,024.00

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

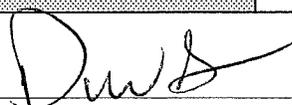
Purchase was made through the state's cooperative purchasing venture.

Purchase was made through another source. The state's cooperative purchasing venture was considered.

Cooperative purchasing venture consideration requirement does not apply.

*08/14  
 Sales Rep ok  
 Start pay/no tax  
 STB sent by Drew*

Account Coding	Amount
405 43800 2180	\$44,654.00
220 43800 2180 001	\$6,370.00

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Andrew Wurst	
Approved by: (signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000. If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,486
Vendor number	00373 3 <span style="float: right;">2014</span>
Vendor name	LEAGUE OF MN CITIES INS TRUST
Address	C/O BERKLEY RISK ADMINISTRATORS LLC PO BOX 581517 MINNEAPOLIS MN 55458-1517

Date	Comment line on check	Invoice number	Amount
07-29-14	WORKERS' COMP 4TH INSTALLMENT 13/14	27922	\$30,205.50

This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

Purchase was made through the state's cooperative purchasing venture.

Purchase was made through another source. The state's cooperative purchasing venture was considered.

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 40100 1510	\$25,68
<i>All attached</i>	
<i>Account @ T/Date/Exec/Rep/WC/4/UNIT</i>	

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by:	<i>D. Maloney</i>
(signature required) Deborah Maloney	
Approved by:	<i>T. Schwerm</i>
(signature required) Terry Schwerm	

Two quotes must be attached to purchase voucher for all purchases between \$10,000 and \$50,000. If no quote is received, explain below:

Quote 1	
Quote 2	
Explanation if no quote received	

PROPOSED MOTION

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

to approve Resolution No. 14-61 reducing the following escrows:

Erosion Control and Development Cash Deposits for the following properties in the amounts listed:

4100 Snail Lake Blvd	Sussel Corporation	\$ 500.00
3525 Owasso St	Classic Construction Inc	\$ 3,000.00
552 Sherwood Rd	Harold Baty	\$ 1,000.00
1648 Lois Dr	Michael Morse	\$ 1,000.00
557 Harriet Ave	Jacon LLC	\$ 4,000.00

**ROLL CALL:**    **AYES** \_\_\_\_\_ **NAYS** \_\_\_\_\_

JOHNSON	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING  
AUGUST 18, 2014

t:/development/erosion\_general/erosion081814

TO: MAYOR, CITY COUNCIL, CITY MANAGER  
FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN  
DATE: AUGUST 14, 2014  
SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

The following escrow reductions have been prepared and are presented to the City Council for approval.

BACKGROUND

The property owners/builders listed below have completed all or portions of the erosion control and turf establishment, landscaping or other construction in the right of way as required in the development contracts or building permits.

4100 Snail Lake Blvd	Erosion Control completed
3525 Owasso St	Erosion Control completed
552 Sherwood Rd	Erosion Control completed
1648 Lois Dr	Erosion Control completed
557 Harriet Ave	Street repairs completed

RECOMMENDATION

It is recommended that the City Council approve releasing all or portions of the escrows for the following properties in the amounts listed below:

4100 Snail Lake Blvd	Sussel Corporation	\$ 500.00
3525 Owasso St	Classic Construction Inc	\$ 3,000.00
552 Sherwood Rd	Harold Baty	\$ 1,000.00
1648 Lois Dr	Michael Morse	\$ 1,000.00
557 Harriet Ave	Jacon LLC	\$ 4,000.00

**\*PROPOSED\***

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

**HELD AUGUST 18, 2014**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 18, 2014 at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 14-61**

**RESOLUTION ORDERING ESCROW REDUCTIONS  
AT VARIOUS LOCATIONS IN THE CITY**

WHEREAS, various builders and developers have submitted cash escrows for erosion control, grading certificates, landscaping and other improvements, and

WHEREAS, City staff have reviewed the sites and developments and is recommending the escrows be returned.

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

The Shoreview Finance Department is authorized to reduce the cash deposit in the amounts listed below:

4100 Snail Lake Blvd	Sussel Corporation	\$ 500.00
3525 Owasso St	Classic Construction Inc	\$ 3,000.00
552 Sherwood Rd	Harold Baty	\$ 1,000.00
1648 Lois Dr	Michael Morse	\$ 1,000.00
557 Harriet Ave	Jacon LLC	\$ 4,000.00

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

and the following voted against the same:



PROPOSED MOTION

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

To extend the Joint Powers Agreement with Ramsey County, to continue the financing of the City's curbside recycling program through the County's authority for collecting solid waste management costs, and to authorize the Mayor to sign said agreement.

**ROLL CALL:**    AYES            NAYS

JOHNSON	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING  
August 18<sup>th</sup>, 2014

TO: MAYOR, CITY COUNCIL, CITY MANAGER  
FROM: JESSICA SCHAUM, ENVIRONMENTAL OFFICER  
DATE: AUGUST 18, 2014  
SUBJECT: CITY / COUNTY JOINT POWERS AGREEMENT RENEWAL

## **INTRODUCTION**

The present Joint Powers Agreement (JPA) between Ramsey County and the City of Shoreview for the funding of the curbside recycling program expired on June 30<sup>th</sup>, 2014. Attached for signature is a copy of the updated agreement which, when fully executed, would extend the JPA through 2019.

## **BACKGROUND**

Pursuant to Minnesota Statutes, Sections 473.811 and 400.08, the County has authority to collect charges for solid waste management services. Beginning in 1988, Ramsey County municipalities entered into grant agreements with the County for collection of monies to fund residential curbside recycling programs. Initially, the fee appeared on property tax statements as a *Waste Management Fee*.

In 1991, the County Department of Public Health developed a JPA with assistance from the County Attorney's office and the Department of Taxation. Under the JPA, the funding continues to be collected along with property taxes. The fee, however, appears as a *City Recycling Charge* on the property tax statement.

## **DISCUSSION**

The Joint Powers Agreement (JPA) with Ramsey County has worked out extremely well. The cities of Arden Hills, Lauderdale, New Brighton, North Oaks, Saint Paul, and Shoreview have entered into the agreement with the County. The Council approved a five year extension of the agreement in 2009. The term of the updated agreement is through June 30, 2019. To continue using the JPA, cities need to approve a new JPA with Ramsey County.

One aspect of the JPA is that it allows the City to access the County's waste management service charge, thereby creating a mechanism for funding the continuation of curbside recycling programs. The County charges a nominal fee per parcel per year for the cost of administering the service.

The Joint Powers Agreement allows the continuation of the City's residential recycling program as follows:

1. The County Department of Property Taxation provides the City with the residential count for single family, condominium and apartment units.
2. The City determines its recycling budget, calculates a per parcel service charge, and reports the charge to the Department of Property Taxation.

3. The Department of Property Taxation places the charge on the property tax statement, identifies the charge as City Recycling Fee, and collects the funds. Funds are then distributed to the City on tax settlement dates.

### **RECOMMENDATION**

It is recommended that the City Council approve the Joint Powers Agreement with Ramsey County, continuing the financing of the City's recycling program through the County's authority to collect solid waste management costs, and to authorize the Mayor and City Manager to sign said agreement.

## JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, ("County"), and the City of Shoreview ("City").

WHEREAS, Ramsey County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, Ramsey County requires each municipality to be responsible for developing a long-term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes Sections §473.811 and §400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its recycling program by assessing individual property owners within the City for the costs of its program utilizing the County's solid waste management service charge authority under contract with the County;

NOW, THEREFORE, IT IS AGREED:

### I. CITY OBLIGATIONS

- A. The City shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all single family residences, multi-unit housing, senior housing/assisted living facilities and manufactured home parks.
- B. The City shall provide for the collection of at least the following materials:
  - a. Mixed paper (e.g., mail, office and school papers)
  - b. Newspaper, inserts and phonebooks
  - c. Glossy paper (e.g., magazines and catalogs)
  - d. Corrugated cardboard (e.g., mailing boxes and moving boxes)
  - e. Paper board or boxboard (e.g., cereal boxes, shoe boxes, and boxes from toothpaste, medications and other toiletries)
  - f. Metal food and beverage cans
  - g. Plastic bottles (such as those for beverages, condiments, detergent, shampoo and body lotion)
  - h. Glass food and beverage containers.
- C. The City shall add additional materials as reliable markets become available.
- D. The City shall comply with Minnesota Statutes §115A.46 and §115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City

### III. TERM

The Term of this Agreement is July 1, 2014 through June 30, 2019.

### IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.
- B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. OTHER EVENTS. In the event that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

### V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

### VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

### VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

**PROPOSED MOTION**

**MOVED BY COUNCILMEMBER** \_\_\_\_\_

**SECONDED BY COUNCILMEMBER** \_\_\_\_\_

to approve the attached Application for Exempt Permit for a raffle drawing for their Community Carnival at Emmet D. Williams Elementary School on October 10, 2014.

<b>ROLL CALL:</b>	<b>AYES</b> _____	<b>NAYS</b> _____
JOHNSON	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: AUGUST 15, 2014**

**SUBJECT: APPLICATION FOR EXEMPT PERMIT**

Emmet D. Williams Elementary PTA has filed the attached application with the State of Minnesota for a bingo and raffle event to be held on October 10, 2014 in conjunction with their annual Community Carnival.

State gambling regulations specify that such requests may be approved by the state unless the local unit of government passes a resolution prohibiting the activity. Similar requests have been reviewed and approved by the Shoreview City Council in the past.

Staff recommends that the City Council approve this Application for Exempt Permit.

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

**Application fee (non refundable)**

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

**ORGANIZATION INFORMATION**

Organization name  
PTA Shoreview Emmet D. Williams

Previous gambling permit number  
X-06682-13-006

Minnesota tax ID number, if any  
E S 32706

Federal employer ID number (FEIN), if any  
416044898

**Type of nonprofit organization. Check one.**

Fraternal     Religious     Veterans     Other nonprofit organization

Mailing address  
955 W County Road D

City  
Shoreview

State  
MN

Zip code  
55126

County  
Ramsey

Name of chief executive officer [CEO]  
Rachel Wright

Daytime phone number  
612-385-7299

E-mail address  
rachelwright72@gmail.com

**NONPROFIT STATUS**

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

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:  
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103  
Phone: 651-296-2803

**IRS income tax exemption [501(c)] letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

If your organization falls under a parent organization, attach copies of **both** of the following:

- a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- b. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.  
Emmet D. Williams Elementary

Address [do not use PO box]  
955 W County Road D

City or township  
Shoreview

Zip code  
55126

County  
Ramsey

Date[s] of activity. For raffles, indicate the date of the drawing.  
10/10/2014-10/10/2014

Check each type of gambling activity that your organization will conduct.

Bingo\*     Raffle [total value of raffle prizes awarded for year \$ 3,000.00]     Paddlewheels\*     Pull-tabs\*     Tipboards\*

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

To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
- The application is denied.

Print city name \_\_\_\_\_

Signature of city personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Local unit of government must sign**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name \_\_\_\_\_

Signature of county personnel \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**TOWNSHIP. If required by the county.**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name \_\_\_\_\_

Signature of township officer \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature Rachel Wright Date 8-9-14

Print name Rachel Wright

**REQUIREMENTS**

**Complete a separate application for:**

- all non-consecutive days, or
- all gambling conducted on one day (at multiple locations).

**Send application with:**

- a copy of your proof of nonprofit status, and
- application fee (non refundable). Make check payable to "State of Minnesota."

**To:** Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Financial report and recordkeeping required**

A financial report form and instructions will be included with your permit, or use the online fill-in form available at [www.gcb.state.mn.us](http://www.gcb.state.mn.us).

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN

DATE: AUGUST 14, 2014

SUBJECT: 2014 ASSESSMENTS - RECEIVE THE ASSESSMENT ROLLS AND  
CALL FOR PUBLIC HEARING  
RED FOX ROAD RECONSTRUCTION – PROJECT 12-04  
COUNTY ROAD D RECONSTRUCTION – PROJECT 13-01A  
COTTAGE PLACE RECONSTRUCTION – PROJECT 13-01B  
GASTON/GROVE/ST ALBANS WATER MAIN – PROJECT 13-03

### INTRODUCTION

The City Council has declared the costs and ordered the preparation of the assessment rolls for the following projects:

Red Fox Road Reconstruction – Project 12-04  
County Road D Reconstruction – Project 13-01A  
Cottage Place Reconstruction – Project 13-01B  
Gaston/Grove/St Albans Water Main – Project 13-03

The assessment roll has been completed and is attached along with the project cost worksheet. Council action is required to call for a public hearing on the proposed assessments. The assessments are proposed to be spread over 10 or 15 years with an interest rate 4.693%.

### BACKGROUND

A brief discussion of the project and the proposed assessments are listed below:

#### RED FOX ROAD - RECONSTRUCTION PROJECT 12-04

This project reconstructed Red Fox Road from Lexington Avenue to the east end. The project included a new right turn lane on Lexington, a new median on Red Fox, sidewalk, storm sewer, LED street lights and acquisition of the storm pond from Target. The street and storm sewer assessments are the same amounts as was presented at the public hearing. The affected properties assessments are to spread over 10 years.

COUNTY ROAD D - RECONSTRUCTION PROJECT 13-01A

This project reconstructed County Road D from Lexington Avenue to Victoria Street as a joint project with the City of Roseville. The street was constructed with asphalt pavement and barrier style curb and gutter. Storm sewer was reconstructed as part of the project and water main was replaced for both Cities. New LED street lights were also added. The street/curb assessments are approximately \$332 less than what was presented at the public hearing and the storm assessments are the same as presented. These assessments are spread over 10 years.

COTTAGE PLACE - RECONSTRUCTION PROJECT 13-01B

This project reconstructed Cottage Place from Victoria Street to the west, ending in a new cul-de-sac. The street was constructed with asphalt pavement and barrier style curb and gutter. Storm sewer was constructed as part of the project and water main was replaced. New LED street lights were also installed. The street/curb assessments are approximately \$332 less than what was presented at the public hearing. These assessments are spread over 10 years.

GASTON/GROVE/ST ALBANS – WATER MAIN PROJECT 13-03

This project installed water main on Gaston Avenue, Grove Avenue and St Albans Street. The pavement was replaced as part of the 2013 Street Rehabilitation Project. Existing curb remained except at water service locations where the curb was replaced. The water assessments are the same as presented at the Public Hearing.

As in past residential projects, assessment amounts over \$5,000 are spread over 15 years.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 14-60 receiving the assessment rolls and order the assessment hearings for the 2014 Assessments to be held on Monday, September 15, 2014 at the following times:

- 7:00 P.M. – Red Fox Road Reconstruction – Project 12-04
- 7:00 P.M. – County Road D Reconstruction – Project 13-01A
- 7:00 P.M. – Cottage Place Reconstruction – Project 13-01B
- 7:00 P.M. – Gaston/Grove/St Albans Water Main – Project 13-03

tlh

#12-04, 13-01A, 13-01B, 13-04

Date of Pending Jan 22, 2013  
 To be Assessed Sep 15, 2014  
 Ten Year Assessment

RED FOX RECONSTRUCTION  
 PROJECT 12-04

Proposed Storm Assessments									
Property Address	PIN	Description	Area	Charge/sf*	Total Assessment	Amount Assessed	Amount Reduced		
3800 Lexington Ave	263023320011	Target	626,393	\$0.105	\$65,771.27	\$32,885.63	50%		
3854 Lexington Ave	263023230012	Exxon Station	88,427	\$0.105	\$9,284.84	\$9,284.84	0%		
1000 Red Fox Road	263023310005	Golf Course**	35,500	\$0.105	\$3,727.50	\$3,727.50	0%		
1001 Red Fox Road	263023230017	City/County C U	48,787	\$0.105	\$5,122.64	\$5,122.64	0%		
1021 Red Fox Road	263023230016	Retail Center	64,033	\$0.105	\$6,723.47	\$6,723.47	0%		
1041 Red Fox Road	263023230015	Trader Joes	90,605	\$0.105	\$9,513.53	\$9,513.53	0%		
1051 Red Fox Road	263023230013	Wendys	43,560	\$0.105	\$4,573.80	\$4,573.80	0%		
<b>Total Stormwater Assessment</b>						<b>\$71,831.39</b>			
* Based on City stormwater policy, Indirect benefit for commercial properties = \$0.105/sf									
** Parking lot area									
Proposed Street Assessments									
Property Address	PIN	Description	Front Footage/lf	% of Total Footage	Assessed Street Cost*	Total Assessment	Amount Assessed	Amount Reduced	
3800 Lexington Ave	263023320011	Target	780	35	\$117,142	\$40,991.82	\$20,495.91	50%	
3854 Lexington Ave	263023230012	Exxon Station	305	14	\$117,142	\$16,028.85	\$0.00	100%	
1000 Red Fox Road	263023310005	Golf Course	145	7	\$117,142	\$7,620.27	\$7,620.27	0%	
1001 Red Fox Road	263023230017	City/County C U	55	2	\$117,142	\$2,890.45	\$2,890.45	0%	
1021 Red Fox Road	263023230016	Retail Center	234	10	\$117,142	\$12,297.55	\$12,297.55	0%	
1041 Red Fox Road	263023230015	Trader Joes	336	15	\$117,142	\$17,658.01	\$17,658.01	0%	
1051 Red Fox Road	263023230013	Wendys	180	8	\$117,142	\$9,459.65	\$9,459.65	0%	
<b>Total Street Assessment</b>							<b>\$70,421.84</b>		
* Estimated construction costs for widening Red Fox Road at the Lexington Ave intersection, traffic signal improvements,									

Date of Pending Jan 22, 2013  
 To be Assessed Sep 15, 2014  
 T=10 year assessment

COUNTY ROAD D RECONSTRUCTION  
 PROJECT 13-01A

ASSESSMENTS		PIN	Street		Storm	Street/Storm
Address	Units		\$/Lot unit	Total Street		
955 COUNTY RD D	5.8	353023340002	\$1,517.70	\$8,802.66	\$0.00	\$8,802.66
989 COUNTY RD D	0.5	353023330091	\$1,517.70	\$758.85	\$958.09	\$1,716.94
999 COUNTY RD D	1.0	353023330092	\$1,517.70	\$1,517.70	\$927.64	\$2,445.34
1009 COUNTY RD D	1.0	353023330093	\$1,517.70	\$1,517.70	\$927.64	\$2,445.34
1017 COUNTY RD D	1.0	353023330094	\$1,517.70	\$1,517.70	\$927.64	\$2,445.34
1027 COUNTY RD D	1.0	353023330095	\$1,517.70	\$1,517.70	\$927.64	\$2,445.34
1037 COUNTY RD D	1.0	353023330096	\$1,517.70	\$1,517.70	\$927.64	\$2,445.34
1047 COUNTY RD D	1.0	353023330097	\$1,517.70	\$1,517.70	\$927.64	\$2,445.34
1055 COUNTY RD D	1.0	353023330098	\$1,517.70	\$1,517.70	\$1,049.58	\$2,567.28
3126 HAFNER CT	0.5	353023340035	\$1,517.70	\$758.85	\$0.00	\$758.85
3127 HAFNER CT	0.5	353023340001	\$1,517.70	\$758.85	\$0.00	\$758.85
3150 LEXINGTON AVE	3.3	353023330107	\$3,035.40	\$10,016.82	\$0.00	\$10,016.82
3127 VICTORIA ST	0.5	353023340034	\$1,517.70	\$758.85	\$1,019.10	\$1,777.95
<b>Total Assessable Units &amp; Assessments</b>			18.1	\$32,478.78	\$8,592.61	\$41,071.39

Date of Pending Jan 22, 2013  
 To be Assessed Sep 15, 2014  
 T=10 year assessment

COTTAGE PLACE RECONSTRUCTION  
 PROJECT 13-01B

ASSESSMENTS		Street			Total
Address	PIN	Units	\$/Lot unit	Total Street	Assessment
746 COTTAGE	PL 353023130008	0.5	\$1,517.70	\$758.85	\$758.85
747 COTTAGE	PL 353023130001	0.5	\$1,517.70	\$758.85	\$758.85
755 COTTAGE	PL 353023130002	1.0	\$1,517.70	\$1,517.70	\$1,517.70
756 COTTAGE	PL 353023130009	1.0	\$1,517.70	\$1,517.70	\$1,517.70
761 COTTAGE	PL 353023130003	1.0	\$1,517.70	\$1,517.70	\$1,517.70
764 COTTAGE	PL 353023130010	1.0	\$1,517.70	\$1,517.70	\$1,517.70
767 COTTAGE	PL 353023130004	1.0	\$1,517.70	\$1,517.70	\$1,517.70
772 COTTAGE	PL 353023130011	1.0	\$1,517.70	\$1,517.70	\$1,517.70
777 COTTAGE	PL 353023120018	2.0	\$1,517.70	\$3,035.40	\$3,035.40
780 COTTAGE	PL 353023130070	1.0	\$1,517.70	\$1,517.70	\$1,517.70
784 COTTAGE	PL 353023130071	1.0	\$1,517.70	\$1,517.70	\$1,517.70
<b>Total Assessable Units &amp; Assessments</b>		11.0		\$16,694.70	\$16,694.70

GROVE-GASTON-ST ALBANS WATER  
 PROJECT 13-03

ASSESSMENTS		Water			
Address	PIN	Units	\$/Lot Unit*	Source & Supply *	Total Water
640 GASTON AVE	113023110048	1.0	\$7,000.00	\$829.00	\$7,829.00
645 GASTON AVE	113023110046	1.0	\$7,000.00	\$829.00	\$7,829.00
650 GASTON AVE	113023110040	1.0	\$7,000.00	\$829.00	\$7,829.00
655 GASTON AVE	113023110045	1.0	\$7,000.00	\$829.00	\$7,829.00
664 GASTON AVE	113023110039	1.0	\$7,000.00	\$829.00	\$7,829.00
640 GROVE AVE	113023110043	1.0	\$7,000.00	\$829.00	\$7,829.00
645 GROVE AVE	113023110032	1.0	\$7,000.00	\$829.00	\$7,829.00
650 GROVE AVE	113023110044	1.0	\$7,000.00	\$829.00	\$7,829.00
655 GROVE AVE	113023110033	1.0	\$7,000.00	\$829.00	\$7,829.00
665 GROVE AVE	113023110034	1.0	\$7,000.00	\$829.00	\$7,829.00
5435 ST ALBANS ST	113023110038	1.0	\$7,000.00	\$829.00	\$7,829.00
5445 ST ALBANS ST	113023110037	1.0	\$7,000.00	\$829.00	\$7,829.00
5455 ST ALBANS ST	113023110036	1.0	\$7,000.00	\$829.00	\$7,829.00
5465 ST ALBANS ST	113023110035	1.0	\$7,000.00	\$829.00	\$7,829.00
<b>Total Assessable Units &amp; Assessments</b>		14.0	\$98,000.00	\$11,606.00	\$109,606.00

\* Note - Source and Supply - \$7.75 times average lot front footage in the project.

**- PROPOSED -**

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

**HELD AUGUST 18, 2014**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 18, 2014, at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 14-60**

**RESOLUTION RECEIVING ASSESSMENT ROLL  
AND ORDERING ASSESSMENT HEARING FOR  
RED FOX ROAD RECONSTRUCTION – PROJECT 12-04  
COUNTY ROAD D RECONSTRUCTION – PROJECT 13-01A  
COTTAGE PLACE RECONSTRUCTION – PROJECT 13-01B  
GASTON/GROVE/ST ALBANS WATER MAIN – PROJECT 13-03**

WHEREAS, by resolution passed by the City Council, the City Engineer was directed to prepare a proposed assessment roll for the 2014 assessment projects, and

WHEREAS, the City Manager has notified the City Council that such proposed assessment rolls have been completed and are filed at the City Offices for inspection.

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

1. The Council shall meet on the 15<sup>th</sup> day of September, 2014, at 7:00 p.m., in the City Council Chambers, 4600 Victoria Street North, in the City of Shoreview, for the purpose of holding a public hearing to hear, consider and pass upon any and all written and oral objections which may be offered with respect to the proposed special assessments for Red Fox Road Reconstruction, Project 12-04.

RESOLUTION NO. 14-60

Page Two

2. The Council shall meet on the 15<sup>th</sup> day of September, 2014, at 7:00 p.m., in the City Council Chambers, 4600 Victoria Street North, in the City of Shoreview, for the purpose of holding a public hearing to hear, consider and pass upon any and all written and oral objections which may be offered with respect to the proposed special assessments for County Road D Reconstruction, Project 13-01A.

3. The Council shall meet on the 15<sup>th</sup> day of September, 2014, at 7:00 p.m., in the City Council Chambers, 4600 Victoria Street North, in the City of Shoreview, for the purpose of holding a public hearing to hear, consider and pass upon any and all written and oral objections which may be offered with respect to the proposed special assessments for Cottage Place Reconstruction, Project 13-01B.

4. The Council shall meet on the 15<sup>th</sup> day of September, 2014, at 7:00 p.m., in the City Council Chambers, 4600 Victoria Street North, in the City of Shoreview, for the purpose of holding a public hearing to hear, consider and pass upon any and all written and oral objections which may be offered with respect to the proposed special assessments for Gaston/Grove/St Albans Water Main, Project 13-03.

5. The Public Hearing notices shall be published by the City Manager in the official newspaper at least two weeks prior to the hearing and mailed notice shall be sent to the owners of each parcel described in the assessment roll.

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 18<sup>th</sup> day of August, 2014.

STATE OF MINNESOTA )  
 )  
COUNTY OF RAMSEY )  
 )  
CITY OF SHOREVIEW )

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 18<sup>th</sup> day of August, 2014 with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to receiving the assessment rolls and ordering the public hearings for Projects 12-04, 13-01A, 13-01B and 13-03.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 19<sup>th</sup> day of August, 2014.

---

Terry C. Schwerm  
City Manager

SEAL

**PROPOSED MOTION**

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

to approve Resolution No. 14-58 declaring the total costs for the following projects, stating the amount to be assessed, amount paid by the City, a repayment period of 10 or 15 years with an interest rate of 4.693% and ordering the preparation of the assessment rolls.

Reconstruction Project 12-04 – Red Fox Rd

Total Project Costs	\$ 2,113,036.19
Amount to be Assessed	\$ 142,253.23
Amount Paid by the City	\$ 1,970,782.96

Reconstruction Project 13-01A – County Road D Reconstruction

Total Project Costs	\$ 1,128,897.80
Amount to be Assessed	\$ 41,071.39
Amount Paid by the City	\$ 1,087,826.41

Reconstruction Project 13-01B – Cottage Place Reconstruction

Total Project Costs	\$ 543,701.48
Amount to be Assessed	\$ 16,694.70
Amount Paid by the City	\$ 527,006.78

Water Main Project 13-03 – Gaston/Grove/St Albans

Total Project Costs	\$ 122,148.19
Amount to be Assessed	\$ 109,606.00
Amount Paid by the City	\$ 24,148.19

**ROLL CALL: AYES \_\_\_\_\_ NAYS \_\_\_\_\_**

JOHNSON \_\_\_\_\_

QUIGLEY \_\_\_\_\_

WICKSTROM \_\_\_\_\_

WITHHART \_\_\_\_\_

MARTIN \_\_\_\_\_

REGULAR COUNCIL MEETING

AUGUST 18, 2014

t:/assess/deccost14

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN

DATE: AUGUST 11, 2014

SUBJECT: 2014 ASSESSMENTS - DECLARATION OF ASSESSMENT AMOUNTS  
& ORDER PREPARATION OF ASSESSMENT ROLLS

### INTRODUCTION

The City Council annually declares the costs of the projects that will be assessed that year and orders the preparation of the assessment rolls. Attached is a copy of the 2014 assessment schedule and a memo from the Finance Department discussing the assessment interest rates and terms of the payment period.

### BACKGROUND

There are four projects to be assessed in 2014:

- Red Fox Road Reconstruction – Project 12-04
- County Road D Reconstruction – Project 13-01A
- Cottage Place Reconstruction – Project 13-01B
- Gaston/Grove/St Albans Water Main – Project 13-03

A map is attached showing those properties that are proposed for assessment. The Public Works Department has calculated the total costs for each project that is to be assessed in 2014. The worksheet is attached and shows the proposed assessable amounts. The proposed assessments are also compared with the estimated assessment amounts that were given at the public hearing.

A brief discussion of each project is listed below:

### RED FOX ROAD - RECONSTRUCTION PROJECT 12-04

This project reconstructed Red Fox Road from Lexington Avenue to the east end. The project included a new right turn lane on Lexington, a new median on Red Fox, sidewalk, storm sewer, LED street lights and acquisition of the storm pond from Target. The street and storm sewer assessments are the same amounts as was presented at the public hearing. The affected properties assessments are to spread over 10 years.

COUNTY ROAD D - RECONSTRUCTION PROJECT 13-01A

This project reconstructed County Road D from Lexington Avenue to Victoria Street as a joint project with the City of Roseville. The street was constructed with asphalt pavement and barrier style curb and gutter. Storm sewer was reconstructed as part of the project and water main was replaced for both Cities. New LED street lights were also added. The street/curb assessments are approximately \$332 less than what was presented at the public hearing and the storm assessments are the same as presented. These assessments are spread over 10 years.

COTTAGE PLACE - RECONSTRUCTION PROJECT 13-01B

This project reconstructed Cottage Place from Victoria Street to the west, ending in a new cul-de-sac. The street was constructed with asphalt pavement and barrier style curb and gutter. Storm sewer was constructed as part of the project and water main was replaced. New LED street lights were also installed. The street/curb assessments are approximately \$332 less than what was presented at the public hearing. These assessments are spread over 10 years.

GASTON/GROVE/ST ALBANS – WATER MAIN PROJECT 13-03

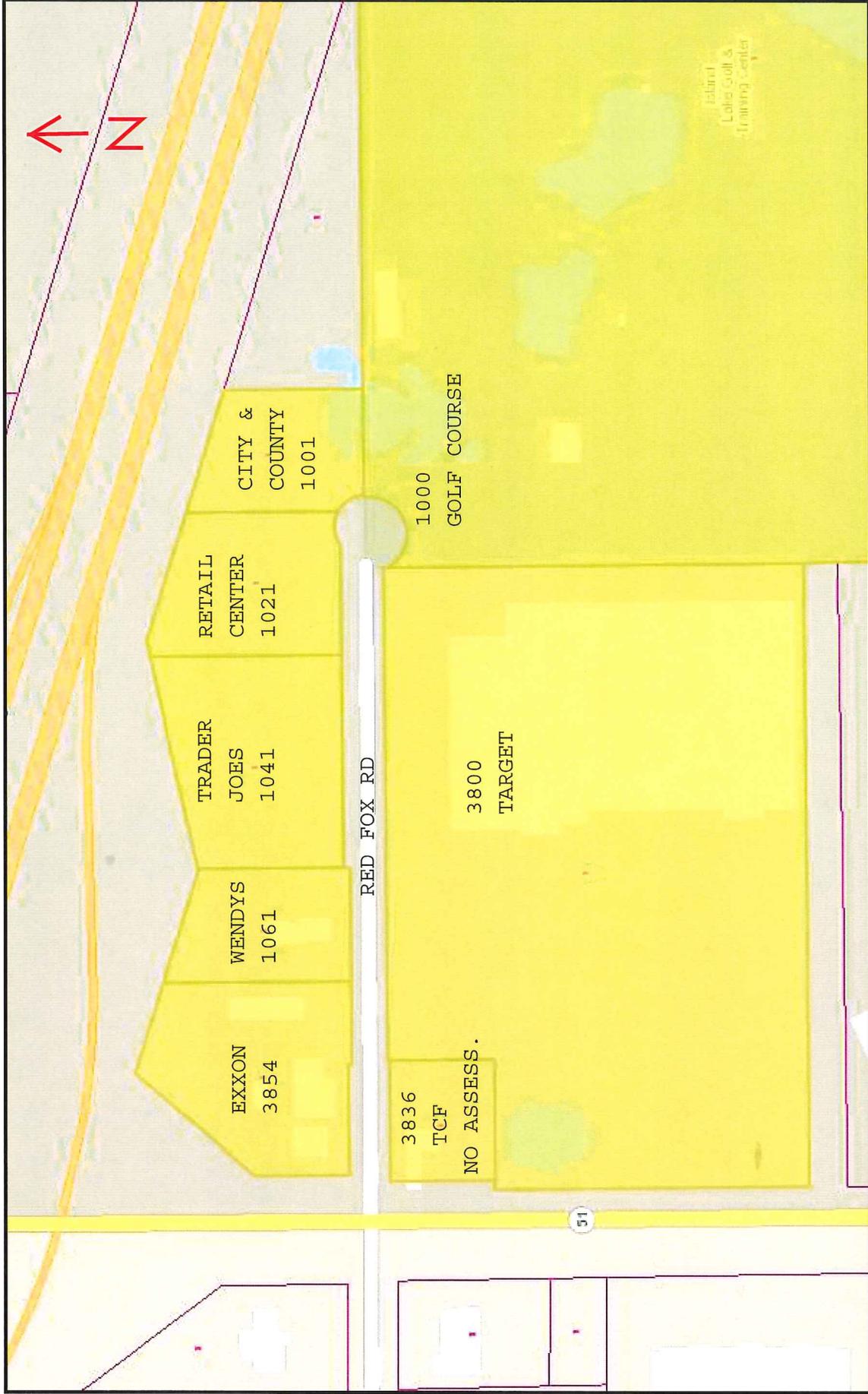
This project installed water main on Gaston Avenue, Grove Avenue and St Albans Street. The pavement was replaced as part of the 2013 Street Rehabilitation Project. Existing curb remained except at water service locations where the curb was replaced. The water assessments are the same as presented at the Public Hearing.

As in past residential projects, assessment amounts over \$5,000 are spread over 15 years.

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 14-58 declaring the total costs of the projects, stating the amount to be assessed, the amount paid by the City, a repayment period of 10 or 15 years with an interest rate of 4.693 percent and ordering the preparation of the assessment rolls.

PROJECT 12-04 RED FOX RD-ASSESSABLE PROPERTIES



tlh 8/4/14

1:2,638



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

439.6

0 219.79 439.6 Feet

0

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet

**ASSESSMENTS – STREET PROJECT 12-04  
RED FOX RECONSTRUCTION**

PROJECT COSTS

Project 12-04

Prime Contractor – C S McCrossan	\$ 1,781,370.46
Design & Construction Eng. (City)	\$ 233,547.94
Legal & Easements	\$ 276.00
Bonding	\$ -
Administration - Other, Misc.	\$ 97,841.79
Total Project Cost	<u>\$ 2,113,036.19</u>

ASSESSMENTS

Total Street Assessment	\$ 70,421.84
Total Storm Sewer Assessment	\$ 71,831.39
Total Assessments	<u>\$ 142,253.23</u>
Non-Assessable	\$ 1,970,782.96

Number of Assessable parcels for Street 6  
 Street Assessment varies per parcel - costs are as presented at the Pubic Hearing

Number of Assessable parcels for Storm Sewer 7  
 Storm Sewer Rate - Commercial Per Policy Direct rate \$0.105 per SF

#12-04  
 TLH 8/4/14

t:/assess/wksh1204

# COUNTY RD D RECONSTRUCTION PROJECT 13-01A



tlh 8/4/14

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

659.4

329.69

0

659.4 Feet



1:3,956

**ASSESSMENTS – STREET PROJECT 13-01A  
COUNTY ROAD D RECONSTRUCTION**

PROJECT COSTS

Project 13-01A

Prime Contractor – Arnt Construction Co	\$ 1,791,011.91
Shoreview	\$ 934,031.22
Roseville	\$ 856,980.69
Prime Contractor – Arnt Construction Co	\$ 934,031.22
Design & Construction Eng. (City)	\$ 156,702.89
Legal & Easements	\$ 216.00
Bonding	\$ -
Administration - Other, Misc.	\$ 37,947.69
Total Project Cost	<u>\$ 1,128,897.80</u>

ASSESSMENTS

Total Street/ Curb Assessment	\$ 32,478.78
Total Storm Sewer Assessment	<u>\$ 8,592.61</u>
Total Assessments	\$ 41,071.39
Non-Assessable	\$ 1,087,826.41

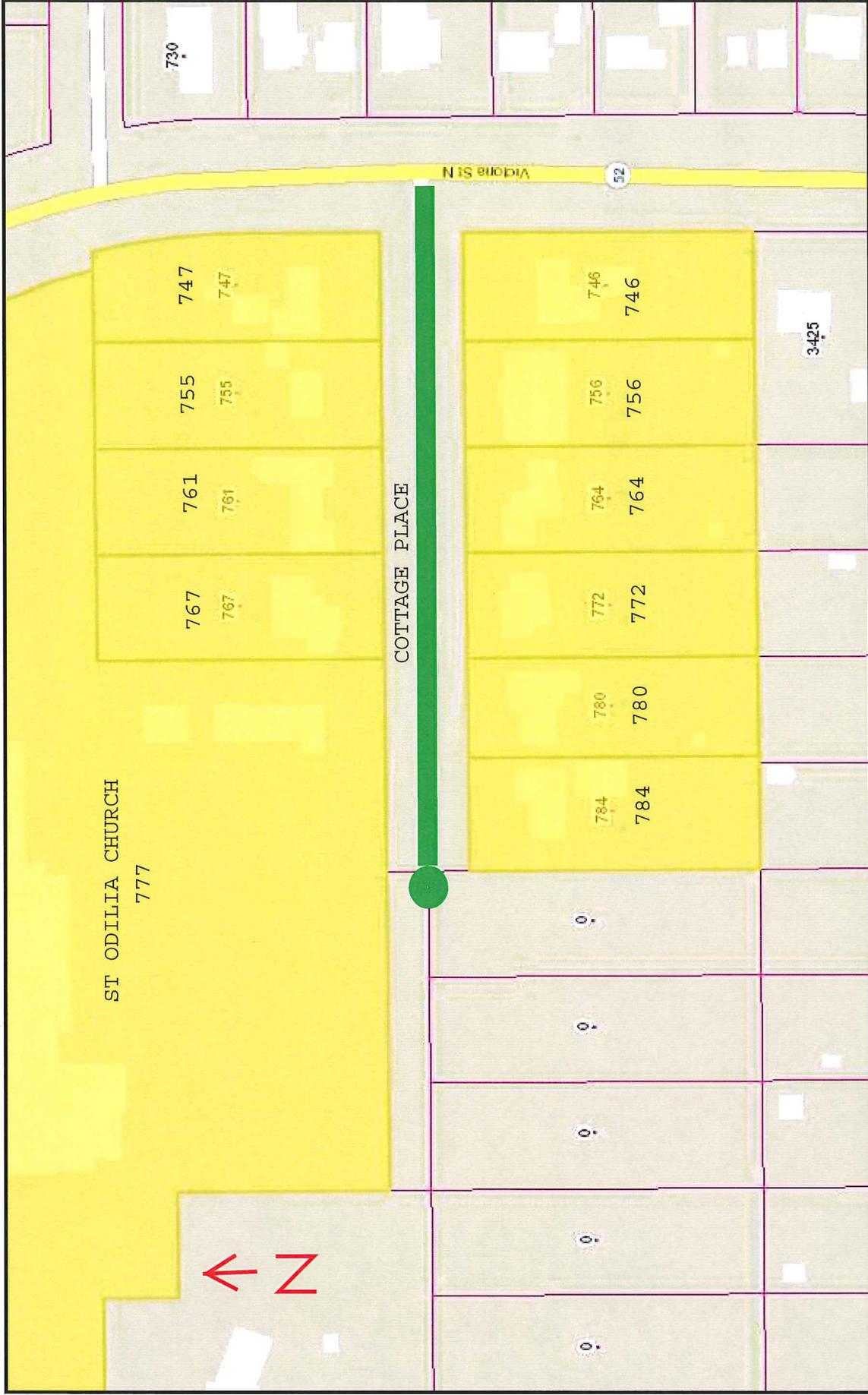
Number of Assessable Units for Street 18.1

	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>	
Street Assessment per unit	\$ 1,850.00	\$ 1,517.70	\$ 332.30	Less

Storm Sewer Rate - Residential Per Policy	- Direct	\$ 0.07/0.035 per S.F.
	- Indirect	\$ 0.035/0.0175 per S.F.

#13-01A  
TLH 8/1/14

# PROJECT 13-01B COTTAGE PLACE - ASSESSABLE PROPERTIES



tlh 8/4/14

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

219.8 0 109.90 219.8 Feet



1: 1,319

**ASSESSMENTS – STREET PROJECT 13-01B  
COTTAGE PLACE RECONSTRUCTION**

PROJECT COSTS

Project 13-01B

Prime Contractor –Arnt Construction Co	\$ 473,223.44
Design & Construction Eng. (City)	\$ 55,167.02
Legal & Easements	\$ 180.00
Bonding	\$ -
Administration - Other, Misc.	<u>\$ 15,131.02</u>
Total Project Cost	\$ 543,701.48

ASSESSMENTS

Total Street Assessment	\$ 16,694.70
Non-Assessable	\$ 527,006.78

Number of Assessable Units for Street 11

	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>
Street Assessment per unit	\$ 1,850.00	\$ 1,517.70	\$ 332.30 Less

#13-01B  
TLH 8/4/14

t:/assess/wksh1301B



**ASSESSMENTS – STREET PROJECT 13-03  
GASTON/GROVE/ST ALBANS WATER MAIN**

PROJECT COSTS

Project 13-03

Prime Contractor – North Valley	\$ 107,241.84
Design & Construction Eng. (City)	\$ 8,054.78
Legal & Easements	\$ -
Bonding	\$ -
Administration - Other, Misc.	<u>\$ 6,851.57</u>
Total Project Cost	\$ 122,148.19

ASSESSMENTS

Water Main Assessment	\$ 98,000.00
Source and Supply *	<u>\$ 11,606.00</u>
Total Water Assessment	\$ 109,606.00

Non-Assessable \$ 24,148.19

Number of Assessable Units for Water 14

	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>
Water Assessment per unit	\$ 7,829.00	\$ 7,829.00	\$ -

\* Source and Supply assessments do not have corresponding construction cost.

#13-03

TLH 8/4/14

t:/assess/wksh1303

**TO: MARK MALONEY  
TOM WESOLOWSKI**

**FROM: TOM HAMMITT**

**DATE: AUGUST 1, 2014**

**SUBJECT: 2014 ASSESSMENT SCHEDULE**

I have put together an assessment schedule for the 2014 Assessments. The following projects are scheduled for assessing:

**Red Fox Rd Reconstruction Project 12-04  
County Road D Reconstruction Project 13-01A  
Cottage Pl Reconstruction Project 13-01B  
Gaston/Grove Water Main Project 13-03**

The schedule meets the November 15<sup>th</sup> statute deadline.

**2014 ASSESSMENTS - PROJECT SCHEDULE**

A tentative schedule for preparing the assessments is as follows:

July 21-30, 2014	Gather cost information (from Finance) Prepare cost of assessments
August 18, 2014	Engineering provides costs and proposed amounts to be assessed. Council declares costs and orders preparation of assessment rolls.
August 18, 2014	Engineering completes assessment rolls. Council orders Public Hearing for September 15 <sup>th</sup> .
August 21, 2014	Engineering forwards Notice of Hearing to newspaper. Published Notice of Hearing appears in the official paper on August 27, September 3.
August 28, 2014	Engineering mails resident notices after first notice appears on August 27.
September 15, 2014	Public Assessment Hearing date. Adopt assessment if no objections. Mail Notice of Adoption on September 16. (Begin 30-day payment period)
October 6, 2014	Objection Response Meeting if not adopted at the hearing – Must Adopt Assessment roll, begin 30-day payment period.
October 7, 2014	Mail Adoption Notice. (Includes 30-day pre-payment period at the City).
November 8, 2014	Engineering certifies assessment roll to Ramsey County 30 days from adoption or not later than November 15, 2014.

tlh

t:/assess/14assess schedule

To: Tom Hammitt  
Senior Engineering Technician

From: Deborah Maloney  
Assistant Finance Director

Subject: 2014 Assessment term and rate

In 2014 assessment rolls will be adopted for the following projects:

- Red Fox Road Reconstruction                      Project 12-04
- Co Rd D Reconstruction                              Project 13-01A
- Cottage Place Reconstruction                      Project 13-01B
- Gaston/Grove Water Main                              Project 13-03

The 2013C General Obligation Bonds were issued to finance these projects. The recommended assessment terms for the above projects are 10 years for Red Fox Road, Co Rd D, and Cottage Place, and 15 years for Gaston/Grove Water Main. Based on the City's cost of borrowing as indicated by the City's General Obligation Bonds, Series 2013C we recommend an interest rate on this assessment roll of 4.693%.

August 4, 2014 CC Meeting

**\* PROPOSED \***

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA**

**HELD AUGUST 18, 2014**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 18, 2014 at 7:00 p.m. The following members were present:

and the following members were absent:

Member           introduced the following resolution and moved its adoption.

**RESOLUTION NO. 14-58**

**RESOLUTION DECLARING COSTS TO BE ASSESSED  
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL  
FOR THE 2014 ASSESSMENT PROJECTS  
RED FOX ROAD RECONSTRUCTION – PROJECT 12-04  
COUNTY ROAD D RECONSTRUCTION – PROJECT 13-01A  
COTTAGE PLACE RECONSTRUCTION – PROJECT 13-01B  
GASTON/GROVE/ST ALBANS WATER MAIN – PROJECT 13-03**

WHEREAS, the City of Shoreview has let a contract for the construction of the following improvements, to wit:

Red Fox Road Reconstruction – Project 12-04  
County Road D Reconstruction – Project 13-01A  
Cottage Place Reconstruction – Project 13-01B  
Gaston/Grove/St Albans Water Main – Project 13-03

in accordance with and pursuant to the authority granted in Minnesota Statutes, Chapter 429, and

WHEREAS, the costs incurred in making the above improvement, including all construction, engineering, administration and other indirect costs have been determined to be the following:

RESOLUTION NO. 14-58

Page Two

Red Fox Road Reconstruction – Project 12-04	\$2,113,036.19
County Road D Reconstruction – Project 13-01A	\$1,128,897.80
Cottage Place Reconstruction – Project 13-01B	\$ 543,701.48
Gaston/Grove/St Albans Water Main – Project 13-03	\$ 122,148.19

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

1. The City Council hereby determines for Project 12-04 that the City shall pay \$1,970,782.96 of said cost, exclusive of the amount it will pay as a property owner and the sum of \$142,253.23 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.
2. The City Council hereby determines for Project 13-01A that the City shall pay \$1,087,826.41 of said cost, exclusive of the amount it will pay as a property owner and the sum of \$41,071.39 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.
3. The City Council hereby determines for Project 13-01B that the City shall pay \$527,006.78 of said cost, exclusive of the amount it will pay as a property owner and the sum of \$16,694.70 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.
4. The City Council hereby determines for Project 13-03 that the City shall pay \$24,148.19 of said cost, exclusive of the amount it will pay as a property owner and the sum of \$109,606.00 shall be assessed against benefited property owners based upon benefits received without regard to cash valuation.
5. The City Manager, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for the above improvements respectively against every assessable lot, piece or parcel of land without regard to cash valuation as provided by law, and a copy shall be on file in the City offices for public inspection. The City Manager shall, upon completion of such proposed assessment roll, notify the City Council thereof.
6. For Projects 12-04, 13-01A and 13-01B the repayment period for assessments not paid in the 30-day period after adoption, shall be spread over 10 years per policy and shall have the interest rate of 4.693 percent.
7. For Project 13-03 the repayment period for assessments not paid in the 30-day period after adoption, shall be spread over 15 years per policy and shall have the interest rate of 4.693 percent.



## PROPOSED MOTION

**MOVED BY COUNCIL MEMBER:** \_\_\_\_\_

**SECONDED BY COUNCIL MEMBER:** \_\_\_\_\_

To approve the Wireless Telecommunications Facility Permit application for New Cingular Wireless PCS LLC to collocate antenna on the existing City-owned water tower located at 5880 Lexington Avenue, and to install an equipment shelter within a 26 by 40 leased area, and to authorize the Mayor and City Manager to execute the Site Lease Agreement with New Cingular Wireless PCS LLC, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 26 by 40 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. Prior to lease execution, the construction plans shall be reviewed and approved by the City's engineering consultant, SEH.
4. Landscaping shall be planted to provide visual screening of the equipment structure from Lexington Avenue.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
6. The site shall bear necessary OSHA required warnings regarding RF emissions.

7. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
8. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Approval is based on the following findings of fact:

1. The site is located in the TOD-2 where wireless telecommunications facilities collocated on an existing tower is a permitted use.
2. The proposal complies with the adopted City standards for Wireless Telecommunications Facilities, as specified in Section 207.040 of the Municipal Code.

**ROLL CALL:    AYES \_\_\_\_\_    NAYS \_\_\_\_\_**

Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

***Regular City Council Meeting  
August 18, 2014***

## PROPOSED MOTION

**MOVED BY COUNCIL MEMBER:** \_\_\_\_\_

**SECONDED BY COUNCIL MEMBER:** \_\_\_\_\_

To approve the Wireless Telecommunications Facility Permit application for New Cingular Wireless PCS LLC to collocate antenna on the existing City-owned water tower located at 745 County Road E, and to install an equipment shelter within a 20 by 40 leased area, and to authorize the Mayor and City Manager to execute the Site Lease Agreement with New Cingular Wireless PCS LLC, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 20 by 40 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. Prior to lease execution, the construction plans shall be reviewed and approved by the City's engineering consultant, SEH.
4. A landscape plan shall be submitted for approval by the City Planner. The landscaping shall be planted to provide visual screening of the equipment structure from Victoria Street.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.

6. The site shall bear necessary OSHA required warnings regarding RF emissions.
7. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
8. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Approval is based on the following findings of fact:

1. The site is located in the TOD-2 where wireless telecommunications facilities collocated on an existing tower is a permitted use.
2. The proposal complies with the adopted City standards for Wireless Telecommunications Facilities, as specified in Section 207.040 of the Municipal Code.

**ROLL CALL:**    **AYES** \_\_\_\_\_    **NAYS** \_\_\_\_\_

Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

***Regular City Council Meeting  
August 18, 2014***

**TO:** Mayor, City Council, City Manager

**FROM:** Rob Warwick, Senior Planner

**DATE:** August 14, 2014

**SUBJECT:** WIRELESS TELECOMMUNICATIONS FACILITY PERMIT APPLICATIONS, NEW CINGULAR WIRELESS PCS LLC (AT&T), 5880 LEXINGTON AVENUE (FILE NO. 2528-14-18) AND 745 COUNTY ROAD E (FILE NO. 2526-14-16)

### **Introduction**

SAC Wireless, on behalf of New Cingular Wireless PCS LLC, has submitted applications for two Wireless Telecommunications Facility (WTF) Permits to permit the collocation of wireless telecommunications facilities at the City water towers located at 5880 Lexington Avenue, and 745 County Road E. The permits will allow the installation of antennas on the water towers and an equipment shelter. The two applications are reviewed together due to the similarities of the applications, and the applicable City regulations and review process.

#### ***North Tower***

Currently, Sprint, T-Mobile, and Clearwire have wireless facilities at the north water tower at 5880 Lexington Avenue. Verizon received approvals in 2013 and their installation is currently being constructed. The AT&T antennas are proposed to be attached 140 feet above ground level, at the elevation of the existing Sprint and Verizon antennas.

#### ***South Tower***

Currently, Sprint, T-Mobile, and Verizon have facilities at the south water tower at 745 County Road E. The AT&T antennas are proposed to be attached at an elevation of 102 feet above the ground, at the top of the tower pedestal.

Concurrent with consideration of the WTF permit, the City Council will consider approval of a ground lease. At the north tower, the lease area is 26 by 40 foot area within the existing fenced area, and 20 by 40 feet at the south tower that is located along the west side of the fenced compound parallel to Victoria Street. A 12 by 28 foot pre-fabricated equipment shelter will be located within the leased area at each tower. The shelters will house equipment cabinets and an emergency generator to provide back-up electricity in the event of a power outage.

The applications were complete on June 27, 2014.

### **Development Code Requirements - Wireless Telecommunications Facility Permit**

The Development Code requirements include review and recommendation of the Planning Commission to the City Council. The review is based on specified standards and approval is contingent upon execution of a Wireless Telecommunications Tower/Antenna Agreement.

The applicable standards for a WTF are listed below. *Staff comments are italicized.*

- 1) Siting. Antennas located on or attached to existing structures are regulated by the provisions of the zoning district for each parcel. New towers shall only be located on parcels that fall within the Telecommunications Overlay District. New towers are not permitted in public rights-of-way. *Both of the existing water towers are located in the R-1 District and the TOD-2 Overlay District. Both of the towers conform to the District regulations.*
- 2) Color, Camouflage and Architecture. All WTFs shall be camouflaged and use architectural design, materials, colors, textures, screening, and landscaping to blend in with the surrounding natural setting and built environment. If a WTF is proposed on any part of a building or structure, it must blend with the building or structure's design, architecture and color, including exterior finish. *Staff recommends a condition that the antennas match the exterior finish of the existing tower. The site lease will also include this provision.*
- 3) Landscaping. WTFs shall be landscaped with a buffer of plant materials as determined appropriate for the site by the City. Existing mature trees and other vegetation at the site shall be preserved to the maximum extent possible. *At the Lexington Avenue tower, the lease area and shelter location have been revised to immediately east of the Clearwire equipment, just west of the entry gate. As such, the existing tower will aid in screening the shelter from the adjacent residential properties. The landscape plan shows 5 Black Hills Spruce along Lexington Ave. at the north tower. Several black hills spruce at the south tower site will aid in screening the view from Victoria St.*
- 4) Signs. The use of any portion of a WTF for signs or advertising other than warning or equipment information signs is prohibited. *Small signs will be displayed on the two shelter doors that face Lexington Ave. and Victoria St. These will display required warnings.*
- 5) Lighting. Wireless telecommunication antennas or towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority. When incorporated into the approved design of the WTF, light fixtures used to illuminate ball fields, parking lots or similar areas may be attached to the tower. *No new lights are proposed.*
- 6) Setbacks. WTFs shall comply with the principal structure setbacks of the underlying zoning district and the following additional standards:
  - a) WTFs shall not encroach upon any easements unless permission is obtained from the underlying property owner and holder of the easement. *No encroachments are proposed. The lease areas and easements are entirely located on City property and subject to the terms of the site leases.*
  - b) WTFs shall not be located between a principal structure and a public street. *The equipment shelter is located within the existing fenced area of the water tower, between the principal structure, the water tower, and the street. See the discussion immediately below.*
  - c) The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City, when the WTF is integrated into an existing or proposed structure such as a building, light or utility pole. *The shelter location at each site is based*

*on criteria of Public Works staff and intended to provide access to AT&T whenever needed, while minimizing operational impacts for the City. At the north tower, the AT&T shelter is east of the existing Clearwire compound. At the south tower, the shelter will be oriented parallel to Victoria St. on the west side of the tower compound.*

7) Height.

- a) Antennas located on an existing structure taller than the limit established by the Telecommunication Overlay District may extend up to 5 feet above the height of the structure. *The proposed antenna arrays will be located at the 140-foot level on the 200-foot north water tower, and at the 102 foot level on the 145-foot south water tower. The antennas will be on the tower pedestal below the bowl at each location.*

8) Safety/Environmental Standards.

- a) Unauthorized Climbing. WTFs shall be designed to discourage unauthorized climbing. *The existing towers are enclosed with a 7-foot chain link fence, and the AT&T shelters will be fenced using 6-foot chain link fencing.*
- b) Noise. If the proposed WTF includes a back-up generator or otherwise results in significant increased sound levels, sound buffers may be required including, but not limited to, baffling, barriers, enclosures, walls, and plantings. *The generator is located within the shelter and muffled to reduce noise when it operates. The generator must operate in compliance with the noise limitations specified in City Code, and will be used only during power outages and for routine testing on a weekly basis. Staff suggest a condition that testing occur between 4 and 6 PM, Monday – Friday, coinciding with peak afternoon traffic when any generator noise will be less noticeable.*
- c) Radio Frequency (RF) Emissions and Interference. WTFs must comply with Federal Communication Commission standards for RF emissions and interference. *As noted above, AT&T is licensed and regulated by the FCC. The height of the antennas exceeds the height specified by the FCC for 'Categorical Exclusion', facilities that are unlikely to cause RF emissions exposures in excess of FCC guidelines. Staff recommends a condition of approval requiring AT&T to notify the City as soon as the wireless facility is operational. The City, through its RF consultant, will test RF emissions at the site to verify compliance with FCC RF emissions guidelines.*
- 9) Maintenance. All commercial towers or WTFs shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. *Site maintenance is required as one of the terms of the ground lease.*
- 10) Occupational Safety. WTFs shall comply with applicable State of Minnesota and Federal regulations for occupational exposure to non-ionizing radiation. *Staff recommends a condition requiring display of notices that identify radiation potential for employees working on the sites.*

- 11) Collocation Requirements. Except as herein and after provided, WTFs within the City shall comply with the following collocation requirements: *These are collocations, and so comply with these provisions.*
- 12) Equipment Enclosures. Equipment enclosures accessory to a commercial antenna or WTF shall comply with the following standards:
- a) Equipment enclosures shall be of the smallest size necessary. *The proposed equipment shelters are standard size for New Cingular Wireless PCS LLC equipment. The hip roof will help to provide a more residential appearance to the structure for both of the proposed collocations.*
  - b) To the extent possible, equipment enclosures shall be located where existing trees, structures, and/or other site features screen them from view. *Staff suggests adding black hills spruce trees at each location to screen the shelters from the adjacent street. At the north tower, the revised location will aid to screen the shelter from the view of adjacent residences.*
  - c) All equipment enclosures shall be screened from view by suitable vegetation, except where non-vegetative screening (e.g., a decorative wall) better reflects and complements the character of the neighborhood. *See comment above.*

### **Coverage**

The purpose of the two wireless sites is to fill gaps in coverage that currently exist. The applicant has submitted maps showing existing and proposed coverage for the areas. The coverage maps are attached.

### **Public Comments**

Mailed notice was sent to property owners within 350 feet of each subject property. No comments were submitted for 745 County Road E, and three comments have been received for 5880 Lexington Avenue. One comment identifies a number of concerns, including that generators used during previous installations were noisy, that there is not screening when viewed from the houses on the north side of the tower and that the proposed shelter would be better located further to the west. Two comments expressed concerns about the health impact from antenna use.

### **Public Works Review**

The applications have been reviewed by the Director of Public Works who recommended the proposal for approval. At the north tower, the access easement and lease area shown on the site plan shall be revised as noted above. AT&T staff has indicated that this revision is acceptable and the site plan will be revised accordingly.

The proposed ground lease area will not reduce space used for maintenance activities and will not cause any operational problems.

### **Consultant Review**

OWL Engineering and EMC Test Labs, the City's RF consultant, performed an interference study and reviewed RF emissions. The radio frequencies employed by AT&T are not expected to interfere with those used by the existing wireless tenants, the City radio used to monitor water system operations, or the frequencies used by public service agencies that may pass by near the water tower. RF emissions comply with the FCC categorically excluded class of antennas, that is the height and power of the antennas indicates that they will not generate emissions that are harmful to those on the ground.

### **Engineering Review**

SEH, Inc, the City's engineering consultant, has reviewed the proposed plans and determined that the installations will not interfere with the use of either water tower from a structural or operational perspective, although there are details which must be revised prior to approval of construction plans. Review and approval of revised plans will occur prior to execution of the site leases. The approved plans will be attached to each site lease as an Exhibit.

### **Planning Commission**

The Planning Commission reviewed the applications at their July 22<sup>nd</sup> meeting. Note that the site plan for the North tower site had not been revised at the time of Planning Commission review, and showed a shelter location different from that now presented to the City Council. Commissioners discussed the shelter location, as well as potential noise from the proposed generator and HVAC units in the shelters. Staff reported that noise will be addressed in the lease as well as City Code, and that trees will be installed along Lexington Ave. to aid in visual screening. The Commissioners unanimously (5-0) recommended approval of both applications.

### **Site Lease Agreements**

Terms for the Site Lease Agreements have been agreed upon with AT&T representatives. The leases will each include an initial 5-year term and four 5-year renewal terms, for a total of 25 years. The lease commencement date is the date construction commences or January 1, 2016, whichever occurs first. Rent will commence at an annual rate of about \$41,000 with an annual escalator of 3%. AT&T requested the lease provide for monthly rent. The starting rent reflects the size of the lease areas, the lower escalator requested by AT&T, and the potential for commencement to start as late as 2016. The recommended authorization to execute the leases allows minor modifications to the terms, as approved by the City Attorney and City Manager. The attached draft lease has been prepared for the north tower, 5880 Lexington Avenue. The provisions for the south tower at 745 County Road E read the same, but not has not been attached.

### **Staff Recommendation**

The applications have been reviewed by staff and the Planning Commission in accordance with the Development Code. The proposals comply with the standards specified for WTF. Staff and the Planning Commission recommend approval to the City Council. Separate motions for each

application are attached, subject to conditions. Staff also recommend the Council authorize execution of a Site Lease Agreement for each water tower location.

For the north water tower at 5880 Lexington Avenue:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.
2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 26 by 40 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. Prior to lease execution, the construction plans shall be reviewed and approved by the City's engineering consultant, SEH.
4. Landscaping shall be planted to provide visual screening of the equipment structure from Lexington Avenue.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
6. The site shall bear necessary OSHA required warnings regarding RF emissions.
7. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
8. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

For the south water tower at 745 County Road E:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review by the Planning Commission and approved by the City Council.

2. This approval authorizes execution of the site lease agreement with New Cingular Wireless PCS LLC, including the 20 by 40 foot equipment site and an easement for ingress and egress. Minor changes to the site lease agreement may be approved by the City Manager and City Attorney. Significant changes to the lease agreements shall require approval by the City Council.
3. Prior to lease execution, the construction plans shall be reviewed and approved by the City's engineering consultant, SEH.
4. A landscape plan shall be submitted for approval by the City Planner. The landscaping shall be planted to provide visual screening of the equipment structure from Victoria Street.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
6. The site shall bear necessary OSHA required warnings regarding RF emissions.
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8. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Attachments:

1. 5880 Lexington Avenue, North water tower
  - a. Location Map
  - b. Submitted Plans
  - c. Existing and Proposed RF coverage maps
  - d. Comments
  - e. Proposed Site Lease Agreement
2. 745 County Road E
  - a. Location Map
  - b. Submitted Plans
  - c. Existing and proposed RF coverage maps
  - d. Comments
3. Proposed Motions
  - a. 5880 Lexington Ave.
  - b. 745 County Road E

ATTACHMENTS FOR

FILE NO. 2528-14-18

SAC WIRELESS/NEW CINGULAR WIRELESSPCS LLC

5880 LEXINGTON AVENUE



**Legend**



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries



**Notes**

City of Shoreview North Water Tower

300.0 0 150.00 300.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
 © Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. PROPERTY LINES ARE APPROXIMATIONS ONLY.
4. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
5. FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
6. FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3

**NOTES**

- LEGEND**
- WOOD FENCE
  - CHAINLINK FENCE
  - LEASE AREA
  - UNDERGROUND POWER (UGP)
  - UNDERGROUND TELCO (UGT)
  - WATER MAIN
  - EXIST. U.G. STORM SEWER
  - EXIST. U.G. ELECTRICAL CONDUIT (E)

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- PROPOSED-SITE**
- INSTALL (1) 11'-5"x28'-0" FIBERBOND EQUIPMENT SHELTER
  - INSTALL UNDERGROUND CONDUITS FOR CABLING
- PROPOSED-TOWER**
- INSTALL (3) UMTS 850 RRH, 1 PER SECTOR
  - INSTALL (3) UMTS 1900 RRH, 1 PER SECTOR
  - INSTALL (3) ALCATEL-LUCENT RRH AWS
  - INSTALL (3) ALCATEL-LUCENT RRH WCS
  - INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR
  - INSTALL (6) KMW ET-X-UW-70-15-18-IR-AT ANTENNAS, 2 PER SECTOR
  - INSTALL (3) CCI, HPA-65R-BUJ-H6K ANTENNAS, 1 PER SECTOR
  - INSTALL (1) RAYCAP DCE-48-80-0-8F SURGE PROTECTION UNIT
  - INSTALL (2) RAYCAP DCE-48-80-18-8F SURGE PROTECTION UNIT
  - INSTALL (6) ANDREW P/N MT-537 ANTENNA MOUNTING PIPES
  - INSTALL (6) DC POWER CABLES
  - INSTALL (3) FIBER CABLE
- PROPOSED-SHELTER**
- INSTALL (1) EMERSON POWER BAY
  - INSTALL (1) PROPOSED EMERSON BATTERY STACK
  - INSTALL (2) 23" FIB RACK(S)

4300 MARKET POINTE DRIVE  
BLOOMINGTON, MN 55435

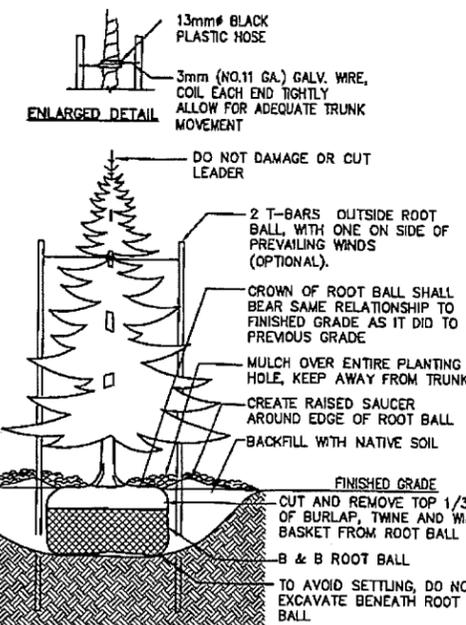
ENGINEERING GROUP  
1501 E. WOODFIELD ROAD  
SUITE 300 EAST  
SCHAUMBURG, IL 60173

604 FOX GLEN  
BARRINGTON, IL 60010  
TELEPHONE: 847-277-0070  
FAX : 847-277-0080  
AE@westchesterservices.com

NOTE: ALL AT&T RF EQUIPMENT TO BE TAGGED AND/OR LABELED

EXISTING UTILITIES MUST BE PROTECTED DURING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS

**PROJECT DESCRIPTION**



- SPECIFICATIONS:**
1. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKE.
  2. WATER THOROUGHLY AFTER INSTALLATION.
  3. REMOVE TREE RINGS AND STAKES TWO YEARS AFTER INSTALLATION.
  4. PROVIDE DRAINAGE FOR PLANTING PIT IF IN IMPERMEABLE SOIL.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PROFESSIONAL ENGINEER  
PRINT NAME: [Signature]  
SIGNATURE: 50355  
DATE: 8/04/14

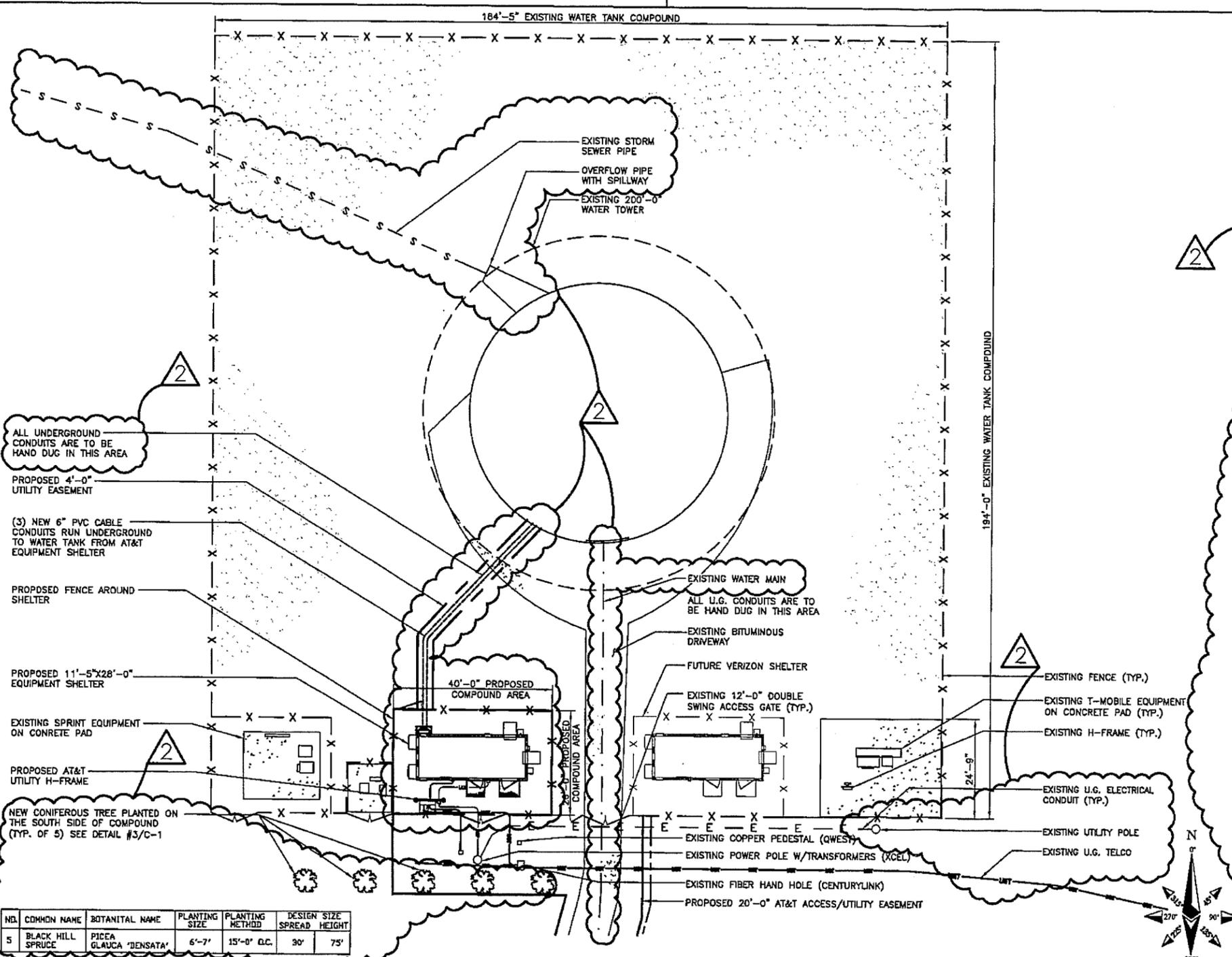
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

REV	DATE	DESCRIPTION
2	08/04/14	REVISED PERMIT/CONSTRUCTION
1	04/15/14	REVISED PERMIT/CONSTRUCTION
0	04/07/14	PERMIT/CONSTRUCTION

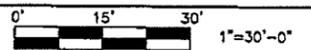
**PROJECT LOCATION:**  
BALDWIN LAKE  
MPLSMNU1425  
5880 LEXINGTON AVE N  
SHOREVIEW, MN 55126

**DRAWING DESCRIPTION**  
COMPOUND PLANS

**DRAWING NUMBER**  
C-1

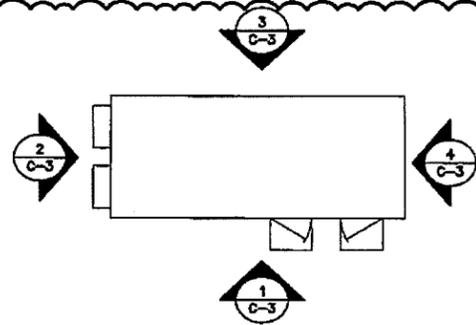


NO.	COMMON NAME	BOTANICAL NAME	PLANTING SIZE	PLANTING METHOD	DESIGN SIZE SPREAD	DESIGN SIZE HEIGHT
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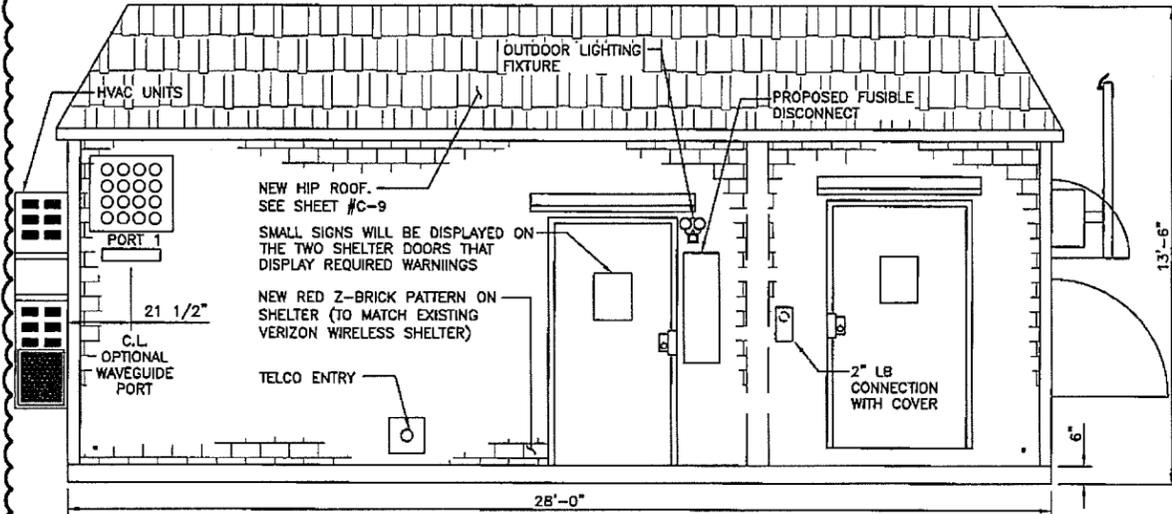


**CONIFEROUS TREE PLANTING DETAIL**

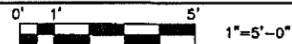
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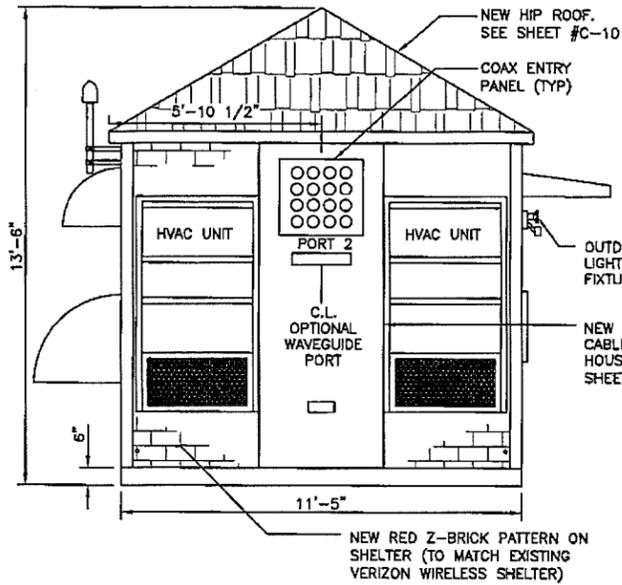
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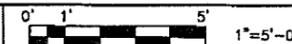
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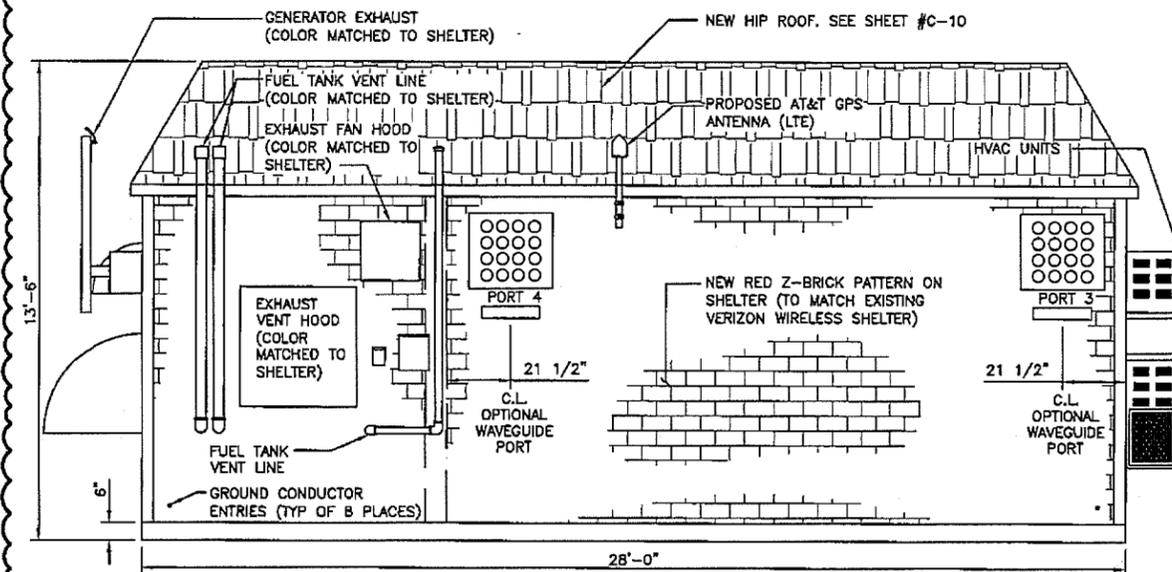
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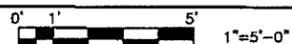
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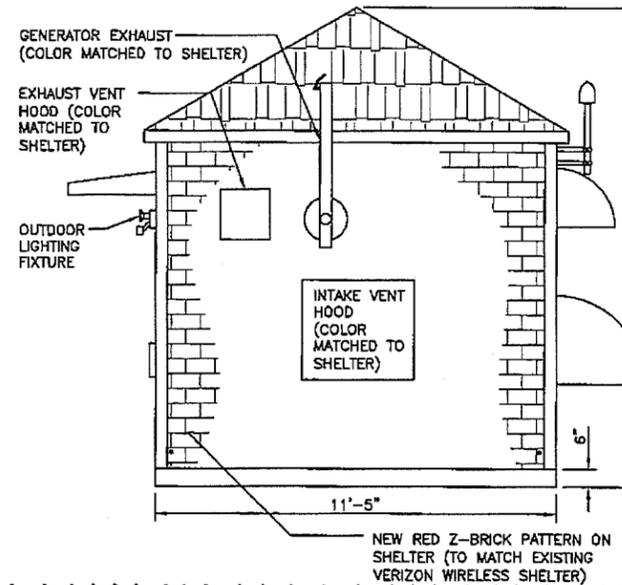
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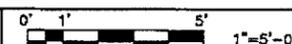
ELEVATION "3"



3



ELEVATION "4"



4

1. ALL HATCH PORTS ARE SHIPPED WITH BLANK COVER PLATES. COAX HATCH PLATE IS SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
2. GROUND BAR AND CANOPY ARE SHIPPED LOOSE WITH SHELTER AND INSTALLED BY GENERAL CONTRACTOR.
3. PROPOSED SHELTER TO MATCH EXISTING Z BRICK ON EXISTING SMOKE STACK AND SCHOOL.

NOTE: EQUIPMENT SHELTER SHOP DRAWINGS TO BE PROVIDED TO THE CITY FOR REVIEW.  
GENERATOR CUT SHEETS TO BE PROVIDED TO THE CITY FOR REVIEW ALONG WITH A MAINTENANCE AND TESTING SCHEDULE.



LANDLORD/PROPERTY OWNER SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
PROFESSIONAL ENGINEER  
PRINT NAME:  
SIGNATURE: 50355  
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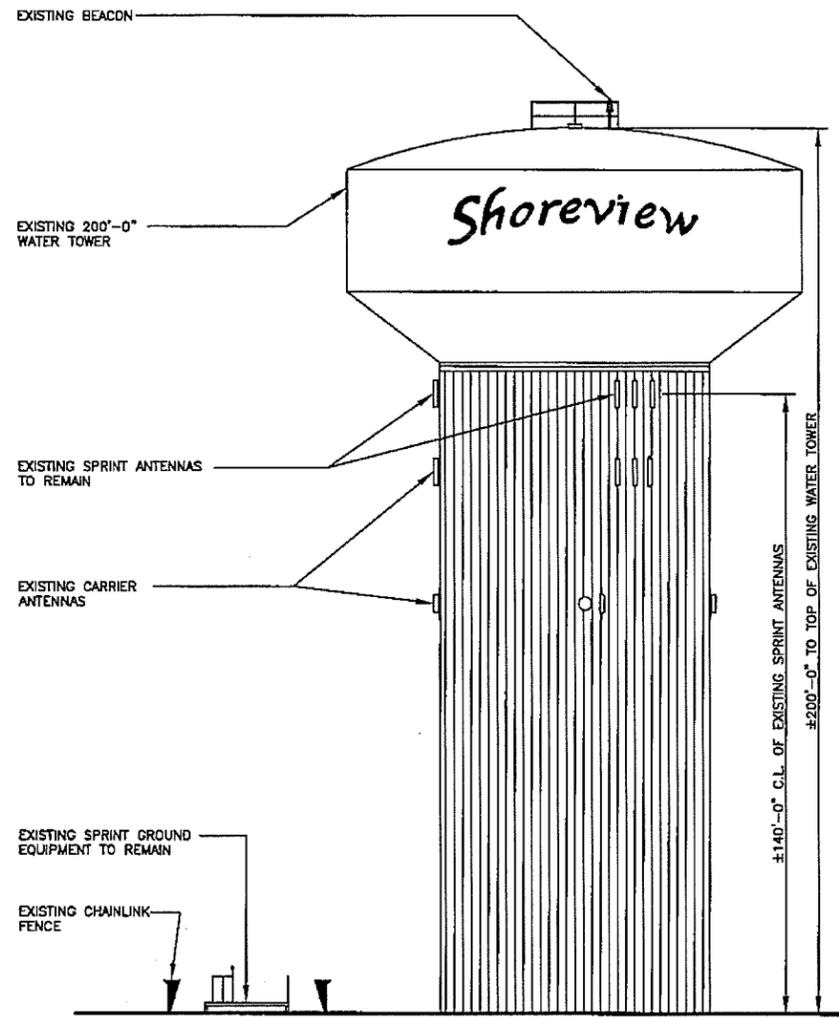
REV	DATE	DESCRIPTION
2	08/04/14	REVISED PERMIT/CONSTRUCTION
1	04/15/14	REVISED PERMIT/CONSTRUCTION
0	04/07/14	PERMIT/CONSTRUCTION

PROJECT LOCATION:  
BALDWIN LAKE  
MPLSMNU1425  
5880 LEXINGTON AVE N  
SHOREVIEW, MN 55126

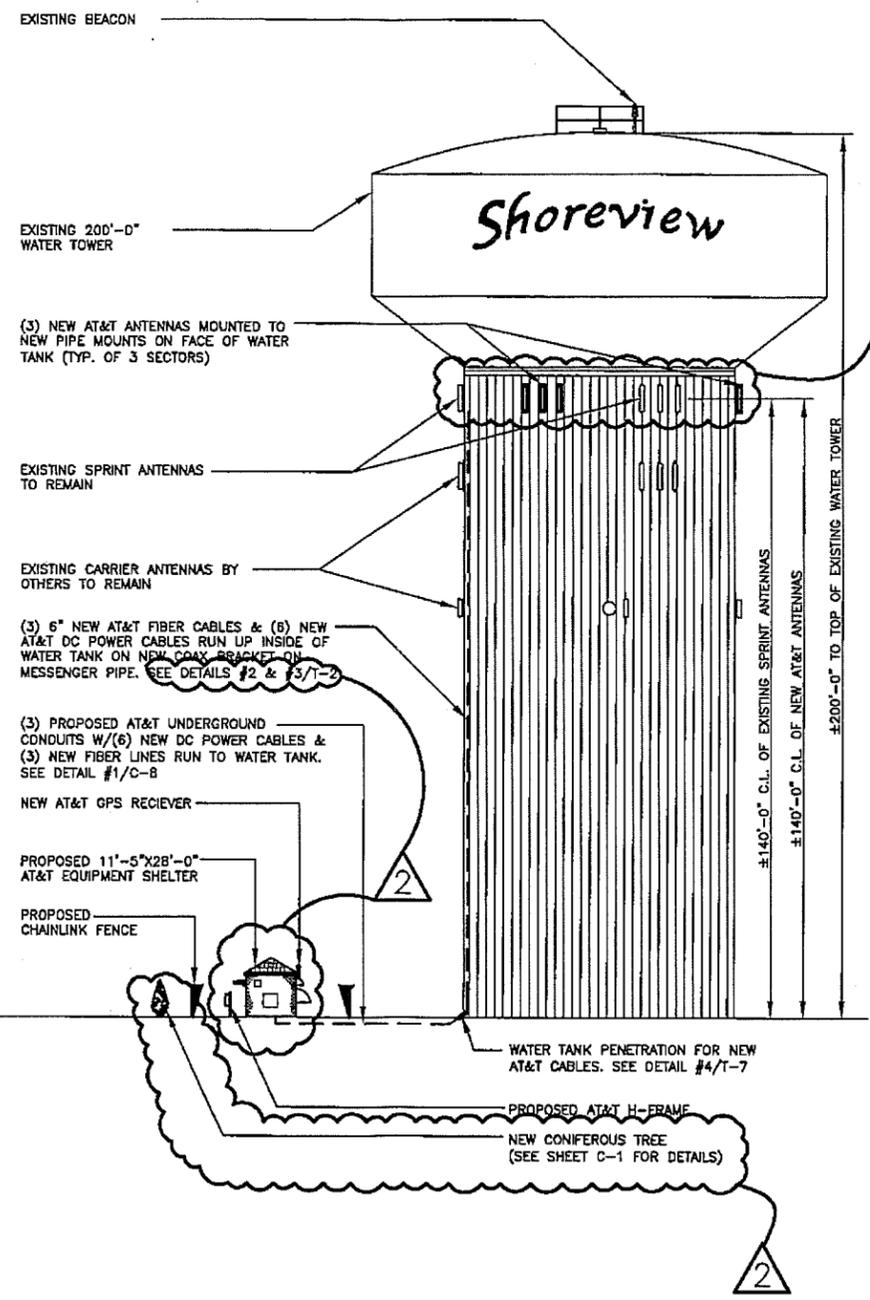
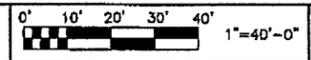
DRAWING DESCRIPTION  
SHELTER DETAILS

DRAWING NUMBER  
C-3

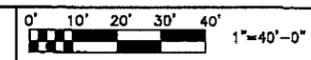
NOTES



**EXISTING TOWER ELEVATION**



**PROPOSED TOWER ELEVATION**



THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

**PROPOSED-SITE**

- INSTALL (1) 11'-5"X28'-0" FIBERBOND EQUIPMENT SHELTER
- INSTALL UNDERGROUND CONDUITS FOR CABLING

**PROPOSED-TOWER**

- INSTALL (3) UMTS 850 RRH, 1 PER SECTOR
- INSTALL (3) UMTS 1900 RRH, 1 PER SECTOR
- INSTALL (3) ALCATEL-LUCENT RRH AWS
- INSTALL (3) ALCATEL-LUCENT RRH WCS
- INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR
- INSTALL (6) KMW ET-X-UW-70-15-18-IR-AT ANTENNAS, 2 PER SECTOR
- INSTALL (3) CCI. HPA-65R-BUU-H6K ANTENNAS, 1 PER SECTOR
- INSTALL (1) RAYCAP DC8-48-60-0-BF SURGE PROTECTION UNIT
- INSTALL (2) RAYCAP DC8-48-60-18-BF SURGE PROTECTION UNIT
- INSTALL (6) ANDREW P/N MT-537 ANTENNA MOUNTING PIPES
- INSTALL (6) DC POWER CABLES
- INSTALL (3) FIBER CABLE

**PROPOSED-SHELTER**

- INSTALL (1) EMERSIDN POWER BAY
- INSTALL (1) PROPOSED EMERSON BATTERY STACK
- INSTALL (2) 23" FIF RACK(S)

NOTE: ALL AT&T RF EQUIPMENT TO BE TAGGED AND/OR LABELED

NOTE: EXISTING UTILITIES MUST BE PROTECTED DURING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS

**PROJECT DESCRIPTION**

THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THE STRUCTURAL ANALYSIS WILL SHOW THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL COMMENCE AFTER A PASSING STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T HAS REVIEWED AND APPROVED A STRUCTURAL ANALYSIS BY THE DESIGN ENGINEER.

**STRUCTURAL NOTE**

4300 MARKET POINTE DRIVE  
BLOOMINGTON, MN 55435

**WIRELESS**  
ENGINEERING GROUP  
1501 E. WOODFIELD ROAD  
SUITE 300 EAST  
SCHAUMBURG, IL 60173

604 FOX GLEN  
BARRINGTON, IL 60010  
TELEPHONE: 847-277-0070  
FAX : 847-277-0080  
AE@westchesterservices.com

LANDLORD/PROPERTY OWNER SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PROFESSIONAL ENGINEER

PRINT NAME: \_\_\_\_\_

SIGNATURE: 50355 \_\_\_\_\_

DATE: 8/04/14

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

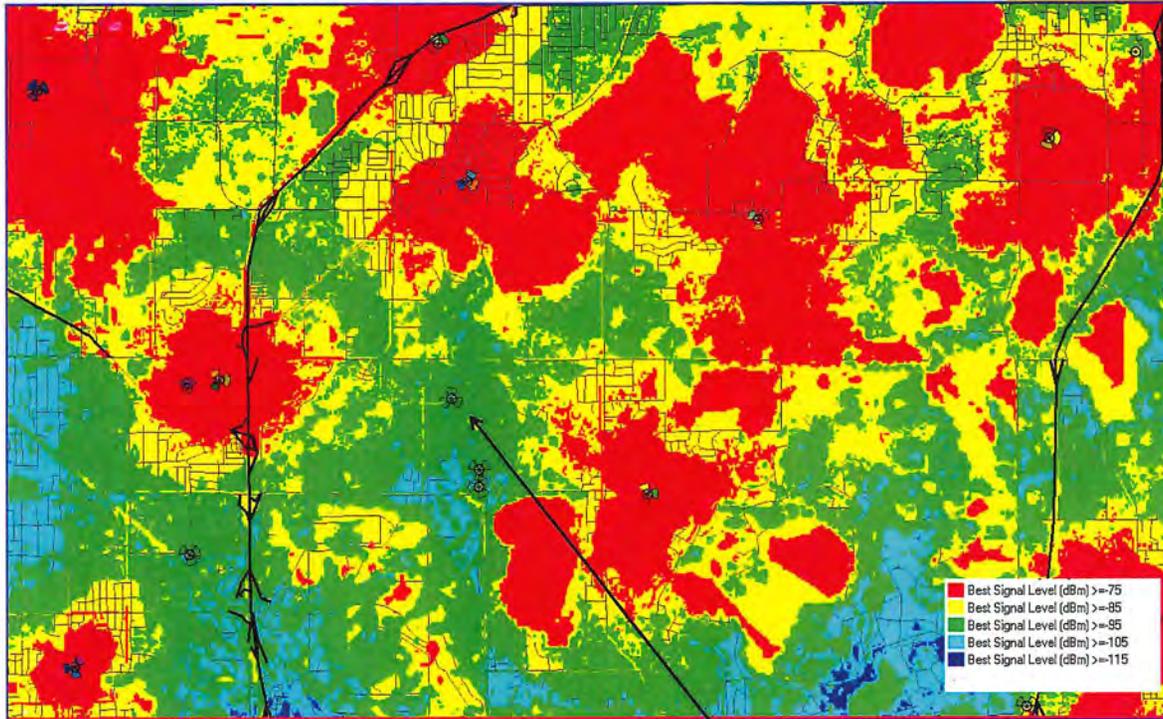
REV	DATE	DESCRIPTION
2	08/04/14	REVISED PERMIT/CONSTRUCTION
1	04/15/14	REVISED PERMIT/CONSTRUCTION
D	04/07/14	PERMIT/CONSTRUCTION

**PROJECT LOCATION:**  
BALDWIN LAKE  
MPLSMNU1425  
5880 LEXINGTON AVE N  
SHOREVIEW, MN 55126

**DRAWING DESCRIPTION**  
TOWER ELEVATIONS

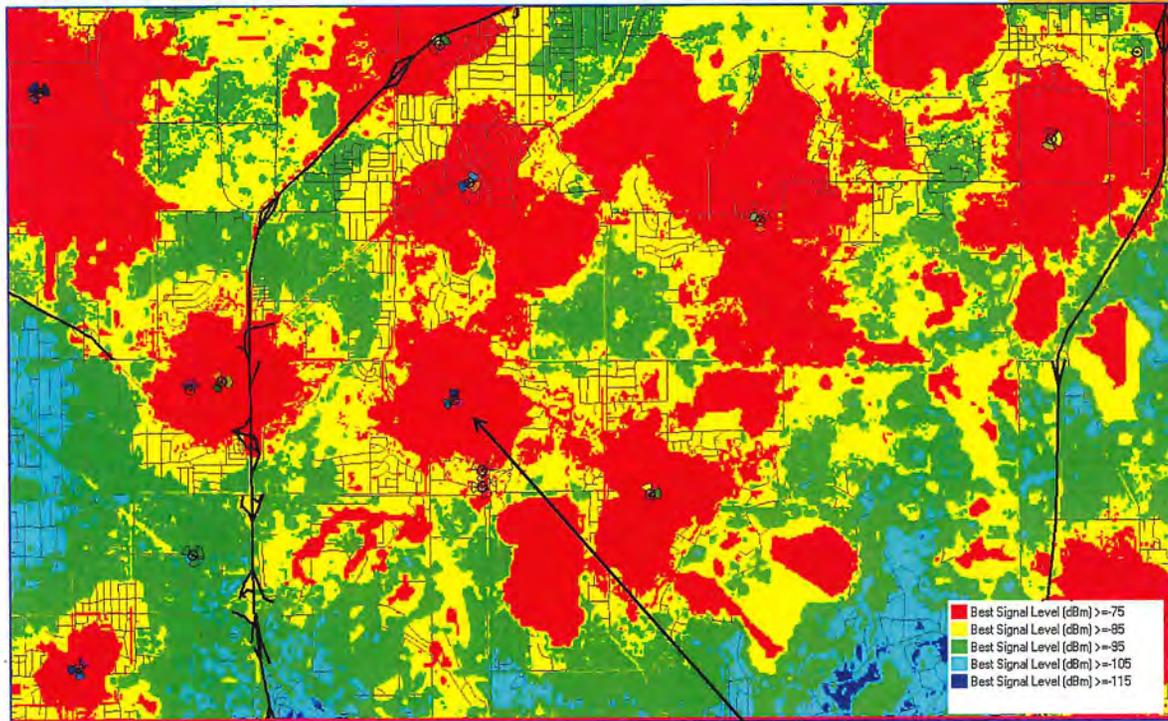
**DRAWING NUMBER**  
T-1

## Existing Coverage



5880 Lexington Ave.

# CANDIDATE A WT 145 FT RAD



5880 Lexington Ave.



# OWL ENGINEERING & EMC TEST LABS, INC.

CONSULTING COMMUNICATIONS ENGINEERS • EMC TEST LABORATORIES

5844 Hamline Avenue North, Shoreview, MN 55126  
651-784-7445 • Fax 651-784-7541

July 14, 2014

City of Shoreview  
Mr. Robert Warwick  
Senior Planner  
4600 Victoria St. N  
Shoreview, MN 55126

Reference: Shoreview North Water Tower Updated Interference Study

Dear Mr. Warwick:

I have completed the intermodulation (interference) study for the proposed modification to the AT&T communications system on the North Water Tower at 5880 Lexington Ave. in Shoreview. This study is an update of the previous one that was performed with the addition of the Verizon system. In the case where existing tenants' channels were available they were used. Because of the large amount of potential frequencies available with some of the technologies already on the tower a random subset of each of these types of technologies was selected for the analysis. I also considered the microwave systems, used by Clearwire, that operate in the 18 & 23 GHz bands using highly directive dish antennas. Additionally, I included any city frequencies used by Public Works and Public Safety even though they were not installed on the water tower. This was so if a mobile unit passed nearby or if they were mounted in the future, protection was considered. The existing users on the tower that were examined were Sprint, T-Mobile, Clearwire, Verizon and AT&T.

The study shows that there are no predicted (low order) interference intermodulation products generated from combinations of existing and proposed channels at this site. When the proposed communications facility is constructed, antenna separation, antenna pattern directionality properties and equipment filtering will further reduce the potential of intermodulation induced interference. This analysis is a mathematical study and will not account for interference mitigation that will occur due to the differences in technologies and equipment configurations and filtering. This study assumes a worst-case scenario using as many as five transmitters operating simultaneously (which is a rare occurrence).



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CONSULTING COMMUNICATIONS ENGINEERS • EMC TEST LABORATORIES

5844 Hamline Avenue North, Shoreview, MN 55126  
651-784-7445 • Fax 651-784-7541

In summary, the use of good engineering and installation practices should mitigate any interference to any existing communications systems on the tower and it is my opinion that the Verizon proposed modifications should not cause any harmful interference problems on the tower to any of the existing communications systems.

If you have any questions in this matter please contact me.

Sincerely,

A handwritten signature in black ink that reads "Garrett G. Lysiak".

Garrett G. Lysiak, P.E.

City Council:  
Sandy Martin, Mayor  
Emy Johnson  
Terry Quigley  
Ady Wickstrom  
Ben Withhart



City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126  
651-490-4600 phone  
651-490-4699 fax  
www.shoreviewmn.gov

July 9, 2014

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, July 22, 2014 at 7:00 p.m.**, the Shoreview Planning Commission will review an application submitted by SAC Wireless on behalf of New Cingular Wireless PCS, LLC (AT&T) for a Wireless Telecommunications Facilities (WTF) permit proposed to be located on the **City of Shoreview north water tower, 5880 Lexington Avenue**. AT&T provides wireless telecommunications services throughout the US, including the Twin Cities Metropolitan area.

AT&T proposes placing antennas on the exterior of the water tower, with associated radio equipment and cables mounted inside the water tower pedestal. A 12 by 28 foot prefabricated shelter will be installed to house equipment cabinets and an emergency power generator. Please see the attached location map and proposed plans.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Your comments should be submitted by **Thursday, July 17th** to be included in the Planning Commission agenda packet. Comments received after that date but before the meeting date will be distributed at the Planning Commission meeting. You are also welcome to attend the meeting. The meeting is held at City Hall, 4600 N. Victoria Street in the City Council Chambers.

If you would like more information or have any questions, please call me at 651-490-4681 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at [rwarwick@shoreviewmn.gov](mailto:rwarwick@shoreviewmn.gov).

Sincerely,  
  
Rob Warwick  
Senior Planner

VED  
JUL 16 2014

Comments:

We live very close to the water tower. We are very concerned about the health impact of additional antennas ~~to be~~ placed on the ~~water tower~~ tower. I think the applicant has to show evidence that the antennas have ~~no~~ no safety ~~and~~ and health impact to people living nearby.

Secondly, the antennas placement on the tower could potential

t:\surveys\2528-14-18 AT&T north tower.doc

impact the ~~to~~ market value of houses near the water tower.

Name: Wei Cao  
Address: 1265 Bucher Ave

City Council:  
Sandy Martin, Mayor  
Amy Johnson  
Terry Quigley  
Ady Wickstrom  
Ben Withhart



City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126  
651-490-4600 phone  
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July 9, 2014

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

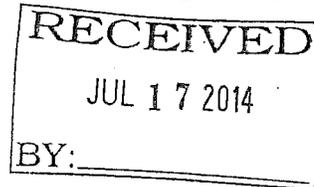
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Sincerely,  
  
Rob Warwick  
Senior Planner



Comments:

what is negative impact on public health?  
my house is only about 100 meters away from the  
water tower.

Name: Liechen Cui

Address: 1244 Bucher Ave, Shoreview, MN 55126



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## Re: Request for Comment - AT&T Wireless Installation

---

Tom Skwarek <trskwarek@comcast.net>  
To: rwarwick@shoreviewmn.gov

Wed, Jul 16, 2014 at 8:49 PM

Mr. Warwick,

My name is Tom Skwarek, and I live at 1224 Woodcrest Ave.

I have received the Request for Comment and would like to offer the following comments regarding the AT&T Wireless Installation to be located at the north Shoreview water tower.

1. Please do not use power generators during the construction and installation of the antennas. In the past power generators were used creating a large noise profile while they constructed the equipment cage and placed the antennas. Backup power should be battery packs. Power generators for emergency backup should not be allowed.

2. There has been an insufficient amount of landscaping around the ground structures, leaving an eyesore of equipment to look at. With the adjacent property about to be developed, more neighbors will have to look at the equipment cages without any landscaping, shrubs, evergreens to hide the equipment. I believe in the past, some evergreens were placed on the Lexington side of the equipment and were not properly watered and subsequently either died or have shriveled in size. Landscaping was promised but in the past was insufficient and the landscaping installed was neglected and died.

3. The Verizon equipment building that has been erected (Brick look prefab building) is a visual eyesore. For the Verizon request for comments, no information was provided on the building look and or the visual sight lines we now have from our house. Just planting vine does not cover the building from our upstairs view points and we no idea of how bad this was going to be prior to the installation. Like the original t-mobile installation we had no idea of how bad the sightlines will be, until after we are stuck with the installation. This needs to stop.

4. The planned installation location of the AT&T building is closer to our house. From our conversation today, you mentioned the building has air conditioning units on the building. The water tower structure acts like a megaphone and noise from these air conditioning units will be an unwanted part of our backyard experience. The water tower amplifies all sound in and around the tower. We hear everything.

be. Additionally the location of the building requires access from the easement on the Pulte side of the property. While this is city property, I can speak for myself and one of the new neighbors, we don't want maintenance workers in our backyards. We would demand that they stay out on the Lexington side of the water tower in plain view of the public. This will help prevent unauthorized individuals from accessing this are of the property.

5. The planned AT&T building location will be closer to our house and with no input on the visual aesthetics, the eye-sore created by the Verizon building will now be even worse.

6. The building will be visited by AT&T maintenance personal creating more noise events and or future upgrades will be on our side of the water tower creating more commotion and noise. With three sets of wireless installations on "our side" and closest to my house and the new Pulte dwellings, this will be an unnecessary burden.

7. This building should be put on the other side of the tower nearest the gate and not in the planned location. It will bring additional noise, maintenance, and be a visual eye-sore, resulting in a lesser backyard quality of life for my home and future adjacent Pulte homeowners.

Regards,

Tom Skwarek  
1224 Woodcrest Ave

**SITE LEASE AGREEMENT**

Section 1. **PARTIES.** THIS SITE LEASE AGREEMENT ("Lease") or ("Agreement"), is dated the \_\_\_ day of, 201\_\_\_, and is entered into by and between the City of Shoreview, a Minnesota municipal corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"), (575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324), its successors and assigns, for the leasing of certain property interests at 5880 Lexington Avenue, Shoreview, MN 55126, pursuant to the following terms:

Section 2. **RECITALS.**

1. Landlord is the record fee owner of the real property described on Exhibit A, attached and incorporated ("Property").
2. The Property is improved with a water tower, private telecommunication company equipment, cabinets and appurtenances.
3. Portions of the Property are encumbered by a public right-of-way and private non-exclusive access and utility easements for the telecommunication companies which have leased portions of the Property from Landlord.
4. Tenant wishes to install, operate, maintain, and/or if necessary, replace equipment cabinets and an emergency generator within a prefabricated equipment shelter structure on the surface of the Property; construct an antennae array on part of the water tower; and install cabling and appurtenances to connect the equipment cabinets to the antennae array, all herein "Wireless Telecommunications Facility"; and also wants to use a part of the Property for a non-exclusive access and utility easement ("Access/Utility Easement").
5. The Wireless Telecommunications Facility and the Access/Utility Easement are described and illustrated on Exhibit B ("WTF Plans and Specifications") attached and incorporated.
6. The WTF Plans and Specifications were prepared by \_\_\_\_\_; are entitled \_\_\_\_\_; and consist of the following pages:
  - A.
  - B.

This will reference the plan set in its entirety.

C.

7. The portion of the Property and the water tower which is subject to the terms of this Lease shall hereinafter be referred to as the "Premises".

Section 3. **TERMS AND CONDITIONS.** Now therefore, in consideration of the mutual undertaking herein expressed, the parties agree to be bound, pursuant to the terms of this Lease.

1. **Initial Term.** The initial term of this Lease shall be five (5) years ("Initial Term"), commencing on the date Tenant starts construction of its Wireless Telecommunications Facility or January 1, 2016 whichever first occurs (the "Commencement Date") The Initial Term will terminate on the fifth (5th) anniversary of the Commencement Date.
2. **Renewal Terms.** Tenant shall have the right to extend this Lease for four (4) additional five (5)-year terms ("Renewal Terms"). This Lease shall automatically renew for each successive Renewal Terms unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein except that the Rent (as hereinafter defined) shall be increased each calendar year as provided for in Sec. 3-6(A) of this Lease.
3. **Permitted Use.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of the Wireless Telecommunications Facility and the Access/Utility Easement ("Permitted Use") in accordance with Exhibit B and C.
4. **Location and Design of Facilities, Structures or Equipment.** The construction, location and design of the Wireless Telecommunications Facility on the Premises must be in accordance with the WTF Plans and Specifications contained in Exhibit B; must be in compliance with the conditions of approval attached as Exhibit C; must be approved by the Landlord prior to installation or construction which approval will not be unreasonably withheld, conditioned or delayed; and must be in compliance with all applicable city, state and federal regulations and codes prior to installation. Tenant must obtain all necessary approvals from governmental agencies, including the State of Minnesota and the City of Shoreview. Any facility, structure, equipment or other type of improvement including the Wireless Telecommunications Facility shall be installed by Tenant on the Premises at its sole cost and expense.
5. **Emergency Response and Cessation of Use Due to Interference.** Any

facility, structure, equipment or other type of improvement, including the Wireless Telecommunications Facility, installed by Tenant on the Premises must be of a type and installed in such a manner so as not to cause any disruption to the communication signals, transmissions or reception (hereinafter "Interference") of any public safety governmental communication equipment installed on the Property by the Landlord or other public agency now or in the future. If any such Interference is alleged by the Landlord and it provides reasonable evidence that such Interference is likely caused by the Tenant's use or operation of the Premises or any facilities, structures, equipment or other types of improvements installed thereon by the Tenant, it shall become the immediate and affirmative duty of the Tenant to diligently pursue a cure to remove the Interference.

The parties agree that such reasonable evidence of an Interference that is likely caused by Tenant's use or operation of the Premises and warrants an emergency response will not be subject to the Notices provision in Sec. 3-25 shall not apply. Rather, Landlord shall provide notice of reasonable evidence that the Interference is likely caused by the Tenant's use or operation of the Premises verbally by telephone to the following:

AT&T Network Operations Center: 1-800-638-2822

Upon providing notice of reasonable evidence that any Interference is likely caused by Tenant's use or operation of the Premises, Tenant shall send a qualified technician or representative to the Premises within twenty-four (24) hours from the time that the notice of reasonable evidence is provided by Landlord. The required twenty-four (24) hour emergency response time under these circumstances is applicable 24 hours a day, 7 days a week. The qualified technician or representative shall be capable of assessing the situation and eliciting the necessary response, including any repairs, alterations or modifications to Tenant's Wireless Telecommunications Facility.

If such Interference cannot be cured within twenty-four (24) hours after the notice provided for in this Section 3-5, the Tenant shall immediately cease using or operating the Premises or any of its facilities, structures, equipment or other types of improvements installed thereon (except for intermittent testing to determine the cause of such Interference) until such Interference is cured to the reasonable satisfaction of Landlord. If Tenant cannot eliminate the Interference after commercially reasonable efforts, Tenant shall have the right, in its sole discretion, to terminate this Lease upon ten (10) days' written notice to Landlord.

6. **Rent.**

- A. **Basic Rent.** Commencing on the Commencement Date, Tenant shall pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance Three Thousand Four Hundred and No/100 Dollars (\$ 3,400.00) (the "Rent"). In any partial month in which Rent is due and payable, Rent will be prorated. The initial Rent payment shall be forwarded by Tenant to Landlord within forty-five (45) days after the Commencement Date. In year two (2) of the Initial Terms, and each year thereafter, including throughout any Renewal Terms exercised, the Rent shall increase by three percent (3%) over the Rent paid during the previous year.
- B. **Additional Equipment.** Tenant may not add additional facilities, structures, equipment or other types of improvements, including equipment cabinets, cables and/or antennas beyond those shown on Exhibit B without the prior written approval of the Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. There shall be additional Rent charged, as determined by Landlord, for any additional facilities, structures, equipment or other types of improvements, including equipment cabinets, cables and/or antennas that are installed on the Premises by the Tenant based upon the proportional increase in the amount of new facilities, structures, equipment or other types of improvements installed relative to the equipment or antennas shown in Exhibit B or approved by the Landlord at the time of the execution of this Lease. Notwithstanding anything herein to the contrary, Tenant has the right to perform routine maintenance, and repairs. Replacements and upgrades to equipment fully located within the equipment shelter are permitted without Landlord approval and without increase to the Rent when no changes to the exterior appearance of the Wireless Telecommunications Facility are made.
- C. **Taxes.** In addition to Rent, and in accordance with Section 3-13, below, Tenant agrees to timely pay any taxes, real or personal, directly attributable to its installation of the Wireless Telecommunications Facility.
7. **Interference.** Tenant shall not use the Premises in any way that adversely interferes with the use of the Property by Landlord in violation of Tenant's rights or obligations under the Lease. Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the date of this Lease. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable

not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, the Property in a manner that in any way adversely interferes with the Tenant's Permitted Use of the Premises described in Section 3-3 of this Lease. For the purposes of this Lease, "interference" may include, but is not limited to, any use on the Property that causes electrical, electronic or physical obstruction with, or degradation of, the communications signals from the Wireless Telecommunications Facility. Interference, as defined herein, shall be deemed a Default pursuant to Section 3-23. The interfering party shall upon written notice from the other party, be responsible for immediate termination of the interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

8. **Tenant's Use.**

A. **User Priority.** Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord.
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord; and
3. Other governmental agencies where use is not related to public safety.

B. **Premises.** Tenant shall have the non-exclusive right to the use of the Premises and Landlord specifically reserves the right, except as set forth in Section 3.19(D) herein, to allow the Premises, except that part covered by Tenant's equipment shelter, to be used by other parties and to make all additions, deletions, or modifications to its own facilities on the Premises in a manner that does not limit Tenant's rights and privileges under this Lease. Tenant shall comply with all applicable ordinances, statutes, and regulations of local, state, and federal government agencies.

reasonable costs of:

1. A Radio Frequency Interference (RFI) study carried out by an independent and qualified professional selected by the Landlord and approved by Tenant, which approval shall not be unreasonably withheld, showing that Tenant's intended use will not interfere with any existing communications facilities;
  2. An Engineering Study showing that the water tower is able to support the Wireless Telecommunications Facility, as illustrated in Exhibit "B" attached hereto, without prejudice to the Landlord's use of the water tower; and if the RFI Study determines that there is a potential for interference that cannot be reasonably remedied, in either party's discretion, or, if the Engineering Study determines that the Wireless Telecommunications Facility cannot be constructed without prejudice to the water tower, either party may terminate this Lease immediately upon written notice and the Tenant shall be entitled to reimbursement of the initial Rent. Cost of any of the above studies must be paid by Tenant within forty five (45) days after receiving written notice of the costs.
- D. Landlord shall consent to the installation of additional antennas if necessary in order to reasonably accommodate Tenant's needs, provided the additional antennas and associated equipment comply with Sections 3.3, and subject to Sections 3.8 (F) and (G). Such approval shall not be unreasonably withheld or delayed. Additional rent and an amendment to this Site Lease Agreement may be required for equipment beyond that illustrated on Exhibit B.
- E. **Operation.** Tenant shall have the right, at its sole cost and expense, to operate and maintain the Wireless Telecommunications Facility on the Premises in accordance with good engineering practices, and in compliance with all applicable FCC rules and regulations. Tenant's installation of all Wireless Telecommunications Facility shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done by Tenant, its employees, agents or contractors to the Premises or other Landlord property, including the water tower, during installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage. If Tenant fails to repair the damage described by the Landlord in the written notice, then Landlord may choose a party other than Tenant to repair such damages, and Tenant shall pay the reasonable cost of

said repair upon receipt, from Landlord, of the invoices and/or receipts for such repair(s) made. The Wireless Telecommunications Facility shall remain the exclusive property of the Tenant. Landlord covenants and agrees that no part of the Wireless Telecommunications Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term.

- F. **Maintenance; Improvement Expenses.** All modifications to the Premises and all improvements made for the Tenant's benefit shall be at the Tenant's expense and such Wireless Telecommunications Facility shall be maintained in a workmanlike state of repair and secured by Tenant. If the Wireless Telecommunications Facility is mounted on the water tower, it shall, at all times, be painted, at Tenant's expense, the same color as the water tower.
- G. **Replacements.** Tenant may update or replace the Wireless Telecommunications Facility from time to time as Tenant determines to be necessary for the continued safety and operational capacity of the Wireless Telecommunications Facility. A replacement shall be the direct replacement of items of the same equipment, with the same size, weight, location, and method of attachment as the equipment originally approved, and as shown in Exhibit B. Prior to any updating or replacement of the Wireless Telecommunications Facility, Tenant shall notify Landlord and provide detailed plans and specifications of such updated or replacement equipment to Landlord. Such plans and specifications shall be reviewed and approved by Landlord and/or a consultant selected and paid for by Landlord, provided that when the plans propose any welds, penetrations or other modifications to the water tower, then such reasonable consultant fees and inspection costs shall be paid for by the Tenant, according to usual and customary rates of like fees and inspections. Such approval by Landlord may not be unreasonably withheld, delayed or conditioned. Any and all objections to such plans and specifications shall be made in writing within fifteen (15) business days after submission. Failure to object within such fifteen (15) business days shall be deemed to be consent by Landlord of all plans and specifications. Notwithstanding anything herein to the contrary, Tenant has the right to perform routine maintenance, repairs, replacements and upgrades without Landlord approval and without increase to the Rent when changes are confined solely to the

interior of the AT&T equipment shelter as illustrated on Exhibit B..

- H. **Drawings.** Within thirty (30) days of completion of the initial installation and any future alterations, Tenant shall provide Landlord with as-built drawings of the Wireless Telecommunications Facility installed on the Leased Premises and a complete and detailed inventory of its Wireless Telecommunications Facility located on the Premises.
- I. **Access.** Tenant, at all times during this Lease shall have access to the Premises from an open and improved public road to the Premises in order to install, operate, and maintain its Wireless Telecommunications Facility, except that when Tenant requires access to the water tank, it shall provide 24-hour notice and reimburse Landlord for its reasonable cost for providing a security escort inside the water tank compound. Tenant shall notify Landlord and the Ramsey County Sheriff's Office, via telephone, twenty-four (24) hours prior to entering the Premises, except in an emergency or if the access is confined to the Tenant's equipment shelter. In the event of an emergency, Tenant shall notify Landlord and the Ramsey County Sheriff's Office, via telephone as soon as possible, but prior to entering the Premises by calling the Ramsey County Sheriff's Office at (651)266-7352 .
- J. **Payment of Utilities.** Tenant shall secure its own metered electrical supply for the consumption of electricity and other utilities associated with its use of the Premises. Tenant shall promptly pay directly to the company providing the utility or similar services including electrical power and telecommunications all costs associated therewith. Landlord agrees to cooperate with Tenant in its efforts to connect the Wireless Telecommunication Facility to existing utility service at Tenant's expense.
- K. **Nuisance Abatement.** Tenant agrees that if its use of the Premises or any of the facilities, structures, equipment or other types of improvements installed thereon produces noise levels in violation of local ordinance, regulation, code or laws and cause disturbance to the surrounding neighbors of the Property, Tenant will at its own expense install noise mitigating equipment or a buffer to meet City and State noise standards.

9. **Governmental Approval Contingency.**

- A. **Tenant Application.** Tenant's right to use the Premises is expressly contingent upon (i) obtaining all the certificates, permits, zoning and

other approvals that are required by any federal, state, or local authority and (ii) obtaining the technical studies referred to in Section 3-8(C). Landlord shall cooperate with Tenant in Tenant's efforts to obtain and retain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the Tenant's Permitted Use.

- B. **Non-Approval.** In the event that any application necessary under Section 3-9(A) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Premises for its intended purposes, Tenant may terminate this Lease upon Landlord's receipt of Tenant's written notice. Except as required under Section 3-16 (D) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.
10. **Emergency Facilities.** Landlord will provide notice to Tenant of any casualty, natural or man-made disaster or other harm ("Casualty") affecting the Property within forty-eight (48) hours of the Casualty. In the event of a Casualty, in order to protect the health, welfare, and safety of the community, Tenant, at its sole cost, may erect additional Wireless Telecommunications Facility and install additional equipment (including a cell-on-wheels) at no additional Rent or charge on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from the Landlord.
11. **Additional Maintenance Expenses.** Tenant shall pay all reasonable expenses incurred by Landlord in maintaining the Premises, including painting or other maintenance of the Wireless Telecommunications Facility, that are directly caused by Tenant's occupancy of the Premises. Landlord will supply Tenant with invoices and/or receipts of such incurred expenses. Landlord may schedule periods of water tower maintenance, upon one-hundred twenty (120) days-notice to Tenant, and Tenant shall protect its equipment installed on the water tower, and if necessary remove its equipment. During any period of scheduled maintenance, Tenant shall be allowed, if necessary for continued operations, to place a temporary cell site and antenna structure on Landlord's Property, but Landlord shall not be responsible for any interruption of Tenant's operations during such period.,
12. **Defense and Indemnification.**
- A. Tenant agrees to defend, indemnify and hold harmless Landlord and

its elected officials, officers, employees, agents, and representatives from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs or expenses of litigation arising out of the use and/or occupancy of the Leased Premises by Tenant. Such defense and indemnification shall not apply to claims or actions arising solely from the negligence or willful conduct of Landlord, its employees, agents or contractors.

To the extent permitted by law, Landlord agrees to defend, indemnify and hold harmless Tenant from and against any and all claims, costs, losses, expenses, demands, actions or causes of action, including reasonable attorneys' fees and other costs or expenses of litigation arising from the actions or failure to act of Landlord, its elected officials, officers, employees, agents, and representatives or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful conduct of Tenant, its agents or contractors.

- B. **Hazardous Materials.** Without limiting the scope of Section 3-12 (A) above, Tenant will be solely responsible for and will indemnify and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials in violation of any applicable governmental laws or regulations regarding the protection of the environment or worker health and safety. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA, other than batteries or other Hazardous Materials used in the ordinary course of Tenant's business in accordance with all applicable laws and regulations. This defense and indemnification shall not apply to claims, costs and liabilities arising from Landlord's negligence or willful misconduct.

Landlord warrants and represents to Tenant that Landlord has no knowledge of any Hazardous Materials on the Landlord's Property. Landlord shall hold Tenant harmless from and indemnify Tenant against any damage, loss, expense, response costs, or liability, including consultant fees and reasonable attorney's fees resulting from the presence of Hazardous Materials on, under or around the Property or resulting from Hazardous Materials being generated,

stored, disposed of, or transported to, on, under, or around the Property as long as the Hazardous Materials were not generated, stored, disposed of, or transported by Tenant or its employees, agents or contractors.

- C. **Tenant's Warranty.** Tenant represents and warrants that its use of the Premises will not generate and Tenant will not store or dispose of on the Premises, nor transport to or over the Premises, any Hazardous Materials other than batteries or other Hazardous Materials used in the ordinary course of Tenant's business in accordance with all applicable laws and regulations, unless Tenant specifically informs Landlord thereof in writing twenty-four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Premises other than batteries or other Hazardous Materials used in the ordinary course of Tenant's business in accordance with all applicable laws and regulations. The obligations of this Paragraph 3-12 shall survive the expiration or other termination of this Lease.

In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

13. **Taxes.**

- A. Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 3-13. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.
- B. In the event Landlord receives a notice of assessment with respect to

which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

- C. For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
- D. Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
- E. Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in

Market: MN  
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addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 3-13(E) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 3-23, provided that Tenant may exercise such right only after having provided to Landlord notice per Section 3-25, and the opportunity to cure per Section 3-23.

- F. Any tax-related notices shall be sent to Tenant in the manner set forth in Section 3-25 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site # MPLSMNU1425; Cell Site Name: Baldwin Lake  
(MN)  
Fixed Asset No: 11663746  
5405 Windward Parkway  
Alpharetta, GA 30004

- G. Notwithstanding anything to the contrary contained in this Section 3-13, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

14. **Insurance.**

- A. **Workers' Compensation.** The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease, policy limit, and \$500,000 bodily injury by disease, each employee.
- B. **General Liability.** Tenant must maintain an occurrence form Commercial General Liability coverage.
1. Such coverage shall provide coverage for third party, bodily injury and property damage arising out of, use, maintenance or operation of the Premises and Wireless Telecommunications Facility.

2. Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the Commercial General Liability Coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying Commercial General Liability Coverages.
- C. **Automobile Liability.** Tenant must carry Automobile Liability coverage.
1. Coverage shall afford total combined single limits in the amount of \$1,000,000 per occurrence. The liability limits may be afforded under the Commercial Automobile Liability Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage afforded by the Umbrella or Excess policy is no less than the underlying Commercial Automobile Liability coverage.
  2. Coverage shall be provided for third party bodily injury and property damage arising out of the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.
- D. **Tenant Property Insurance.** Tenant must keep in force during the Term and any Renewal Terms of the Lease a policy covering damages of the Wireless Telecommunications Facility at the Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.
- E. **Adjustment to Insurance Coverage Limits.** Tenant agrees to periodically review and adjust insurance coverage limits in accordance with then-current market and industry standards during the Initial Term and the Renewal Terms.
- F. **Additional Insured-Certificate of Insurance.** Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company licensed to do business in the state of Minnesota, which includes all coverages required in this Section 3-14. Tenant will include Landlord as an Additional Insured on the Commercial General Liability and Automobile

Liability Policies as respects to the Tenant's obligations in Sections 3-14 (B) and (C) of this Lease. The Certificate(s) shall also provide the coverage may not be cancelled and not renewed without thirty (30) days prior written notice to Landlord.

15. **Damage or Destruction.**

- A. If the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Wireless Telecommunications Facility, Tenant may elect to terminate this Lease upon thirty (30) days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.
- B. In order to secure Tenant's restoration obligation under Section 3-16 (D), below, Tenant shall file a performance bond or other form of security with the Landlord as reasonably approved by the Landlord's attorney in an amount equal to one hundred twenty-five (125%) percent of the City Engineer's estimate of the cost of such restoration, including complete repair, repainting and inspection of all penetrations and welds. At the present time, it is estimated that the cost to restore the Leased Premises is approximately \$\_\_\_\_\_. The Landlord reserves the right to re-evaluate the estimated cost of restoration the second year of the Lease and, at each two-year interval thereafter during the term of the Lease, or any renewal thereof. If the estimated cost of such restoration increases, within forty-five (45) days of receipt of written notice from Landlord, Tenant shall increase the amount of the performance bond or other acceptable security.

16. **Lease Termination.**

- A. **Events of Termination.** Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice of termination to the other party as follows:
1. By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);
  2. By Tenant if, through no act, omission or fault of Tenant, it is

- unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Wireless Telecommunications Facility or Tenant's business;
3. By Tenant if the Leased Premises is or becomes unacceptable for technological reasons including without limitation shadowing or Interference under Tenant's Wireless Telecommunications Facility, design or engineering specifications or the communications systems to which the Wireless Telecommunications Facility belong;
  4. By Landlord, upon a one (1) year prior written notice to Tenant if Landlord decides, for any reason, to redevelop the Property in a manner inconsistent with continued use of the Premises by Tenant and/or discontinue use of the water tower for all purposes, in which case Landlord agrees to cooperate with Tenant to relocate Wireless Communications Facility during the notice period to another location on the same property, all of the costs of the relocation will be the sole responsibility of Tenant;
  5. By Landlord if it reasonably determines that the water tower is structurally unsound, including, but not limited to, consideration of age of the water tower, damage or destruction of all or part of the water tower on the Premises from any source, or factors relating to condition of the Premises;
  6. By Landlord upon a one (1) year prior written notice if it reasonably determines that a potential user with a higher priority, under Section 3-8 (A) above cannot find another adequate location or the Wireless Telecommunications Facility unreasonably interferes with another user with a higher priority, regardless of whether or not such an Interference was predicted in the initial Interference study that was part of the application process, provided that for a one year period after termination under this subparagraph, Landlord shall not lease the Premises to another party with equal or lesser priority for the same use as that of Tenant.
  7. By Landlord if it reasonably determines that Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, after a public hearing before the Landlord's Council.

- B. **Notice of Termination.** The parties shall give notice of termination in accordance with Section 3-25, below. All rentals paid for the Lease prior to said termination date shall be retained by Landlord, unless Tenant terminates this Lease other than for cause or of right as provided in this Lease, or unless Landlord breaches this Lease.
  - C. **Tenant's Liability for Early Termination.** If Tenant terminates this Lease pursuant to Section 3-16(A)(3), above, Tenant shall pay to Landlord an early termination fee equal to six (6) months then current rent, unless Tenant terminates or elects not to renew during the last year of the Initial Term or any Renewal Term under Section 3-3.
  - D. **Site Restoration.** In the event that this Lease is terminated or not renewed, Tenant shall have ninety (90) days from the termination or expiration date to remove its Wireless Telecommunications Facility, and related equipment from the Premises, and restore the Premises to the condition existing upon the commencement date hereof subject to the approval of Landlord, normal wear and tear excepted. In the event that Tenant's Wireless Telecommunications Facility and related equipment are not removed to the reasonable satisfaction of the Landlord within such ninety (90) day period, they shall be deemed abandoned and become the property of the Landlord. Tenant shall have no further rights to such equipment but shall reimburse Landlord for all reasonable costs incurred by Landlord to remove such equipment and restore the Premises as provided for herein.
17. **Limitation of Landlord's Liability.** If Landlord terminates this Lease pursuant to one of the provisions of this Lease, or Landlord causes interruption of the business of Tenant other than for purposes mentioned in this Lease (Section 3-11 and Section 3-18), or for any other Landlord breach of this Lease, Landlord's liability for damages to Tenant shall be limited to a refund of the rent paid to date by Tenant in the month of termination and the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of Tenant as an on-going concern, future expectation of profits, loss of business or profit or other related damages to Tenant.
18. **Temporary Interruptions of Service.** If Landlord reasonably determines, with verification and concurrence by the FCC or other regulatory governmental agency having jurisdiction in the matter, that continued operation of the Wireless Telecommunications Facility would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an

order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's Wireless Telecommunications Facility, except as may be caused by the negligence or willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three (3) days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of a termination fee.

19. **Tenant Interference.**

- A. **With Water Tower.** Tenant shall not interfere with Landlord's use of the water tower and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof. In the event that Tenant's cessation of action is material to Tenant's use of the Premises and such cessation frustrates Tenant's use of the Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease for cause.
- B. **With Higher Priority Users.** If Tenant's Wireless Telecommunications Facility causes impermissible Interference with higher priority users as set forth under Section 3-8 (A) above or with pre-existing tenants, Tenant shall take all measures necessary to correct and eliminate the Interference. If the Interference cannot be eliminated within forty-eight (48) hours after receiving Landlord's written notice of the Interference, Tenant shall immediately cease operating its Wireless Telecommunications Facility and shall not reactivate operation, except intermittent operation for the purpose of testing, until the Interference has been eliminated. If the Interference cannot be eliminated within thirty (30) days after Tenant received Landlord's written notice, Landlord may at its option terminate this Lease immediately.
- C. **Interference Study-New Occupants.** Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in close proximity to the Premises ("Adjacent Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or anticipated by Tenant to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Premises at the time of such request. Landlord may then have an independent, radio frequency engineer of Landlord's choosing perform the necessary Interference studies to determine if the new applicant's frequencies will cause harmful radio

Interference to Tenant. Landlord shall require the new applicant to pay for such Interference studies.

- D. **Interference -New Occupants.** Landlord agrees that it will not grant a future lease in the Adjacent Area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Wireless Telecommunications Facility. Landlord agrees further that any future lease of the Adjacent Area will prohibit a user of equal or lower priority from interfering with Tenant's Wireless Telecommunications Facility. Landlord agrees that it will require any subsequent occupants of the Adjacent Area of equal or lower priority to Tenant to provide Tenant these same assurances against Interference. Landlord shall have the obligation to eliminate any Interference with the operations of Tenant caused by such subsequent occupants. If such Interference is not eliminated, Tenant shall have the right to terminate this Lease for cause without paying the termination fee or seek injunctive relief against the interfering occupant, at Tenant's expense.
- E. **Interference – Definition.** For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electrical, electronic or physical obstruction with, or degradation of, the communications signals from the Wireless Telecommunications Facility.
20. **Assignment.** This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld conditioned or delayed. For purposes of this paragraph, an "affiliate" means an entity that controls, is controlled by or under common control with Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity which provides financing for the purchase of equipment used by Tenant in connection with its provision of wireless telecommunication services.
21. **Condemnation.** In the event the whole of the Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event all or a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award.

Tenant hereby expressly waives any right or claim to any portion, thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Wireless Telecommunications Facility, and leasehold improvements.

22. **Disputes.** Any claim, controversy or dispute arising out of this Lease not resolved within thirty (30) days following notice of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Premises is located. Arbitration shall be the exclusive remedy of the parties.
23. **Default.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Lease:
- A. If Tenant fails to pay amounts due under this Lease within thirty (30) days of its receipt of written notice that such payments are overdue; or
  - B. If either party fails to observe or perform its obligations under this Lease and does not cure such failure within the time provided in Section 3-10 of this Lease without, however, limiting any other rights available to the parties pursuant to any other provisions of this Lease.
  - C. Except as expressly limited hereby, Landlord and Tenant shall have such remedies for the Default of the other party hereto as may be provided at law or equity following written notice of such Default.
  - D. If Tenant fails to comply with the conditions of approval imposed by the Shoreview City Council for the Wireless Telecommunications Facility Permit dated \_\_\_\_\_ 201\_\_.
  - E. Failure to cure an interference problem as required by Section 3-7 of this Lease after written notice of such failure.



are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together will constitute a single instrument.

29. **Governing Law.** This Lease shall be construed in accordance with the laws of the State of Minnesota.
30. **Limitation of Liability.** Nothing in the Lease shall be deemed a waiver of any limitation of liability or defenses under Minnesota Statutes Chapter 466 or any other provision of law.
31. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
32. **Memorandum.** Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease, by either party.
33. **Landlord's Cooperation.** Landlord hereby agrees to cooperate with Tenant and its authorized representatives regarding any reasonable requests made subsequent to execution of this Lease to correct any clerical errors contained in this Lease and to provide any and all additional documentation deemed necessary by Tenant to effectuate the transaction contemplated by this Lease. The Landlord further agrees that "to cooperate" as used in this Lease includes but is not limited to, the agreement by the Landlord to execute or re-execute any documents that Tenant reasonably deems necessary or desirable to carry out the intent of this Lease.
34. **Quiet Enjoyment.** Landlord covenants and agrees that so long as Tenant is not in default under this Lease beyond any applicable grace or cure period, Tenant's use and quiet enjoyment of the Premises will not be disturbed by Landlord or any party claiming by, through or under Landlord. Tenant acknowledges that other entities are using the water tower for similar purposes and that Landlord has the right to permit additional users on the water tower in accordance with other terms and provisions contained in this Lease.



Market: MN  
Cell Site Number: MPLSMNU1425  
Cell Site Name: Baldwin Lake  
Fixed Asset Number: 11663475

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Last Revised: August 12, 2014 by City of Shoreview

**CITY OF SHOREVIEW:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sandra Martin  
Its: Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Terry Schwerm  
Its: City Manager

STATE OF MINNESOTA    )  
  )SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Sandra Martin and Terry Schwerm, the Mayor and City Manager of the City of Shoreview and executed the Lease by authority of the City Council.

\_\_\_\_\_  
Notary Public

Market: MN  
Cell Site Number: MPLSMNU1425  
Cell Site Name: Baldwin Lake  
Fixed Asset Number: 11663475

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**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is legally described as follows:

North Water Tower, 5880 Lexington Avenue:

The South 243 feet of the East 200 feet of the Northwest 1/4 of the Northeast 1/4, Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota, according to the United States Government Survey thereof, subject to Lexington Avenue.

Market: MN  
Cell Site Number: MPLSMNU1425  
Cell Site Name: Baldwin Lake  
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**EXHIBIT B**

**WIRELESS TELECOMMUNICATIONS FACILITY PLANS AND SPECIFICATIONS**

**((Insert approved construction plans (CDs) here))**

**EXHIBIT C**

**CITY CONDITIONS OF APPROVAL FOR WIRELESS TELECOMMUNICATIONS FACILITY**

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval is contingent upon the City Council authorizing the lease with New Cingular Wireless PCS LLC, including the 20 by 40 foot equipment site and an easement for ingress and egress.
3. The construction plans shall be revised in accordance with the comments of the City's engineering consultant, SEH.
4. A landscape plan shall be submitted for approval by the City Planner. The landscaping shall be planted to provide visual screening of the equipment structure from Victoria Street.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. New Cingular Wireless PCS LLC shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall be provided access to the site to test RF emissions.
6. The site shall bear necessary OSHA required warnings regarding RF emissions.
7. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 4:00PM and 6:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
8. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

ATTACHMENTS FOR

FILE NO. 2526-14-16

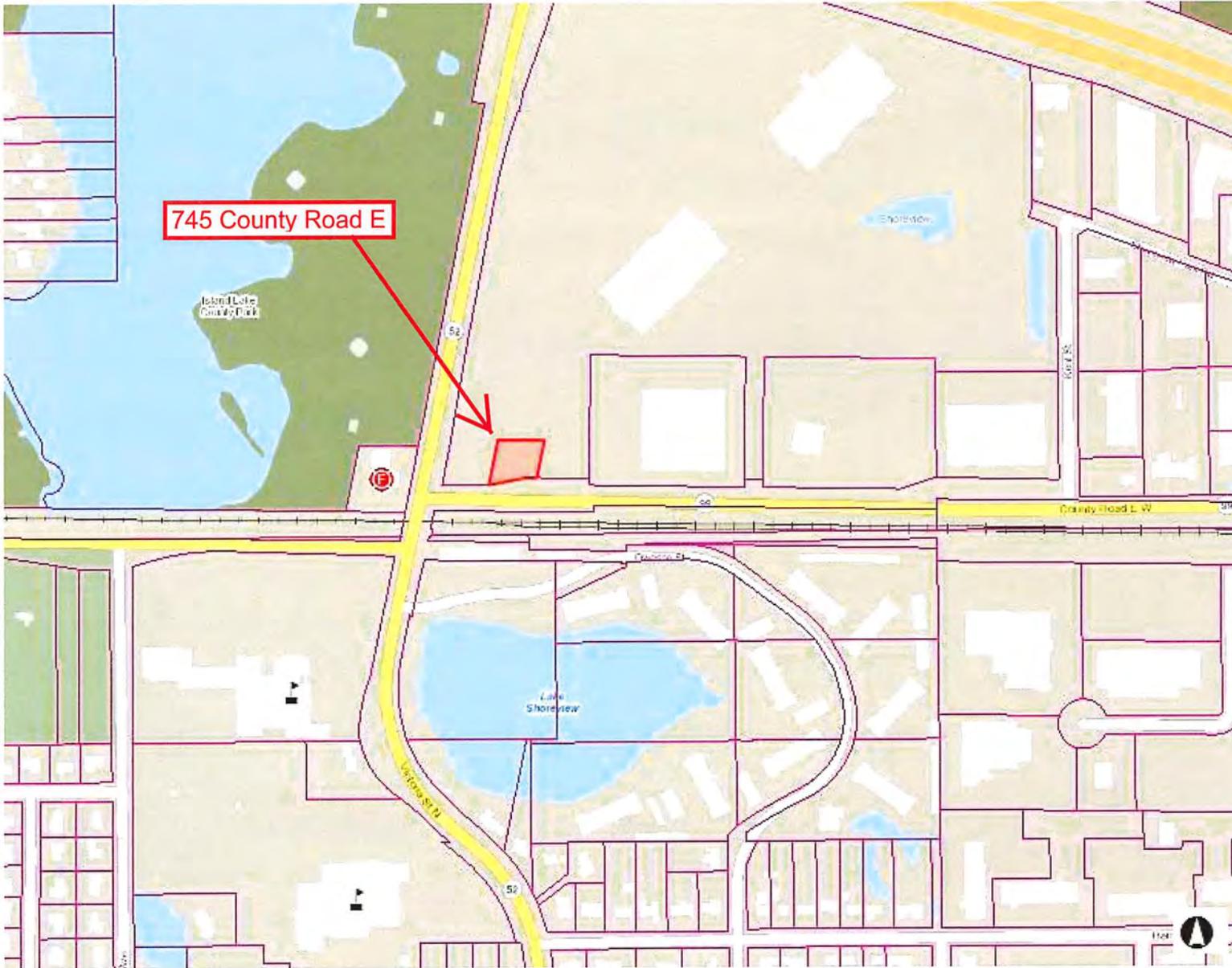
SAC WIRELESS/NEW CINGULAR WIRELESSPCS LLC

745 COUNTY ROAD E

Legend



-  City Halls
-  Schools
-  Hospitals
-  Fire Stations
-  Police Stations
-  Recreational Centers
-  Parcel Points
-  Parcel Boundaries



952.2 0 476.12 952.2 Feet

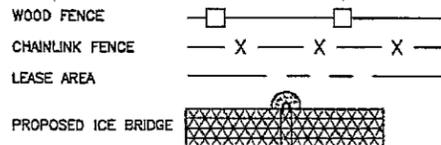
NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
© Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

Notes

Enter Map Description

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED LTE GPS ANTENNA AND TRANSMITTING ANTENNAS.
3. PROPERTY LINES ARE APPROXIMATIONS ONLY.
4. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
5. FOR FIBER TRUNK REF AT&T LTE GUIDE LINES REV. 1.9 PAGE 13 TABLE 2.1.2.
6. FOR DC POWER CABLE TRUNK REF AT&T LTE GUIDE LINES REV 1.9 PAGE 14 TABLE 2.1.3



THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE.

THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-SITE

INSTALL (1) 11'-5"x28'-0" FIBERBOND EQUIPMENT SHELTER  
 INSTALL (1) H-FRAME W/ (1) SINGLE METER PANEL & (1) HOFFMAN BOX

PROPOSED-TOWER

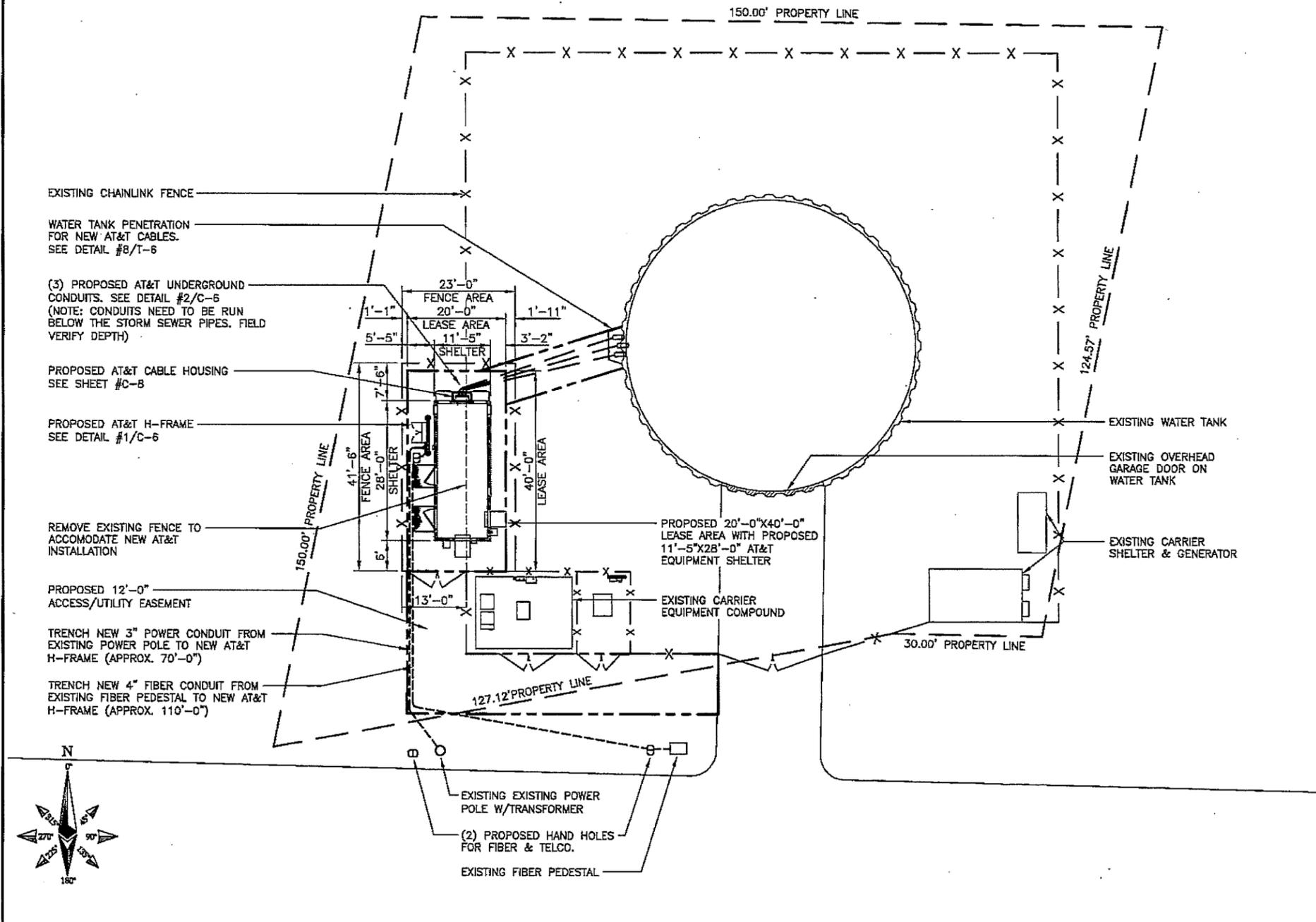
INSTALL (3) UMTS B50 RRH, 1 PER SECTOR  
 INSTALL (3) UMTS 1900 RRH, 1 PER SECTOR  
 INSTALL (3) ALCATEL-LUCENT RRH AWS (1 PER SECTOR)  
 INSTALL (3) ALCATEL-LUCENT RRH WCS (1 PER SECTOR)  
 INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR  
 INSTALL (9) ANDREW SBMHH-1D65C ANTENNAS, 3 PER SECTOR  
 INSTALL (1) RAYCAP DCB-48-60-0-BF SURGE PROTECTION UNIT  
 INSTALL (2) RAYCAP DCB-48-60-18-8F SURGE PROTECTION UNIT  
 INSTALL (8) P1000 UNISRUTS  
 INSTALL (6) DC POWER CABLES  
 INSTALL (3) FIBER CABLE

PROPOSED-SHELTER

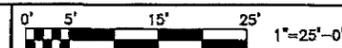
INSTALL (1) EMERSON POWER BAY  
 INSTALL (1) PROPOSED EMERSON BATTERY STACK  
 INSTALL (2) 23" RIF RACK(S)

NOTES

LEGEND



OVERALL SITE PLAN



1

PROJECT DESCRIPTION



4300 MARKET POINTE DRIVE  
 BLOOMINGTON, MN 55435



WIRELESS  
 ENGINEERING GROUP  
 1501 E. WOODFIELD ROAD  
 SUITE 300 EAST  
 SCHAUMBURG, IL 60173



604 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847-277-0070  
 FAX: 847-277-0080  
 AE@westchesterservices.com

JOHN M. BANKS  
 ARCHITECT

604 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847-277-0070  
 FAX: 847-277-0080

LANDLORD/PROPERTY OWNER SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JOHN M. BANKS

SIGNATURE:

DATE: 05/02/14 LICENSE # 26379  
 EXP. 06/30/14

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ARCHITECT, TO ALTER THIS DOCUMENT.

REV	DATE	DESCRIPTION
1	05/02/14	REVISED PERMIT/CONSTRUCTION
0	04/03/14	PERMIT/CONSTRUCTION

PROJECT LOCATION:

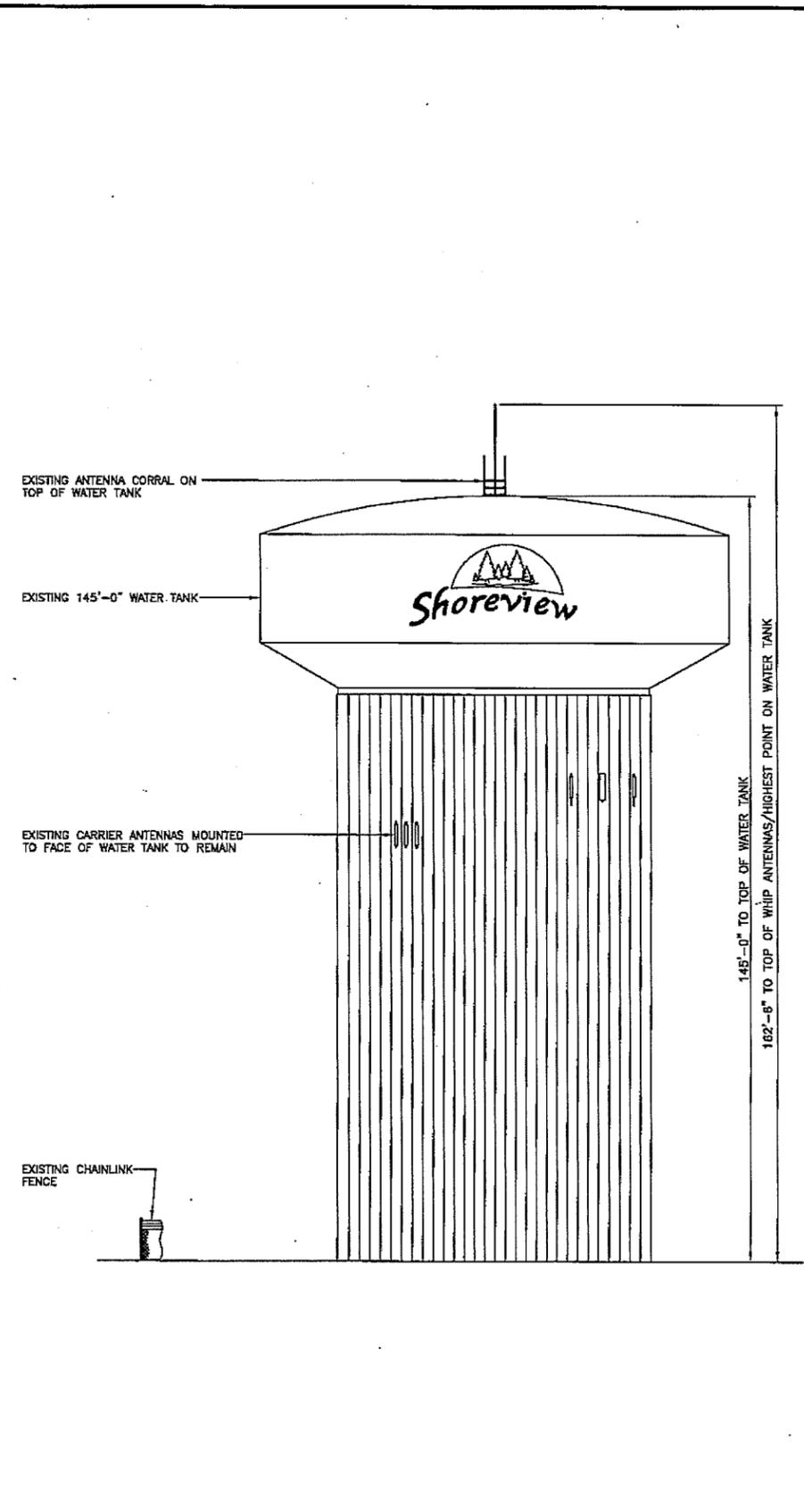
LAKE SHOREVIEW  
 MPLSMNU3280  
 745 COUNTY ROAD E  
 SHOREVIEW, MN 55126

DRAWING DESCRIPTION

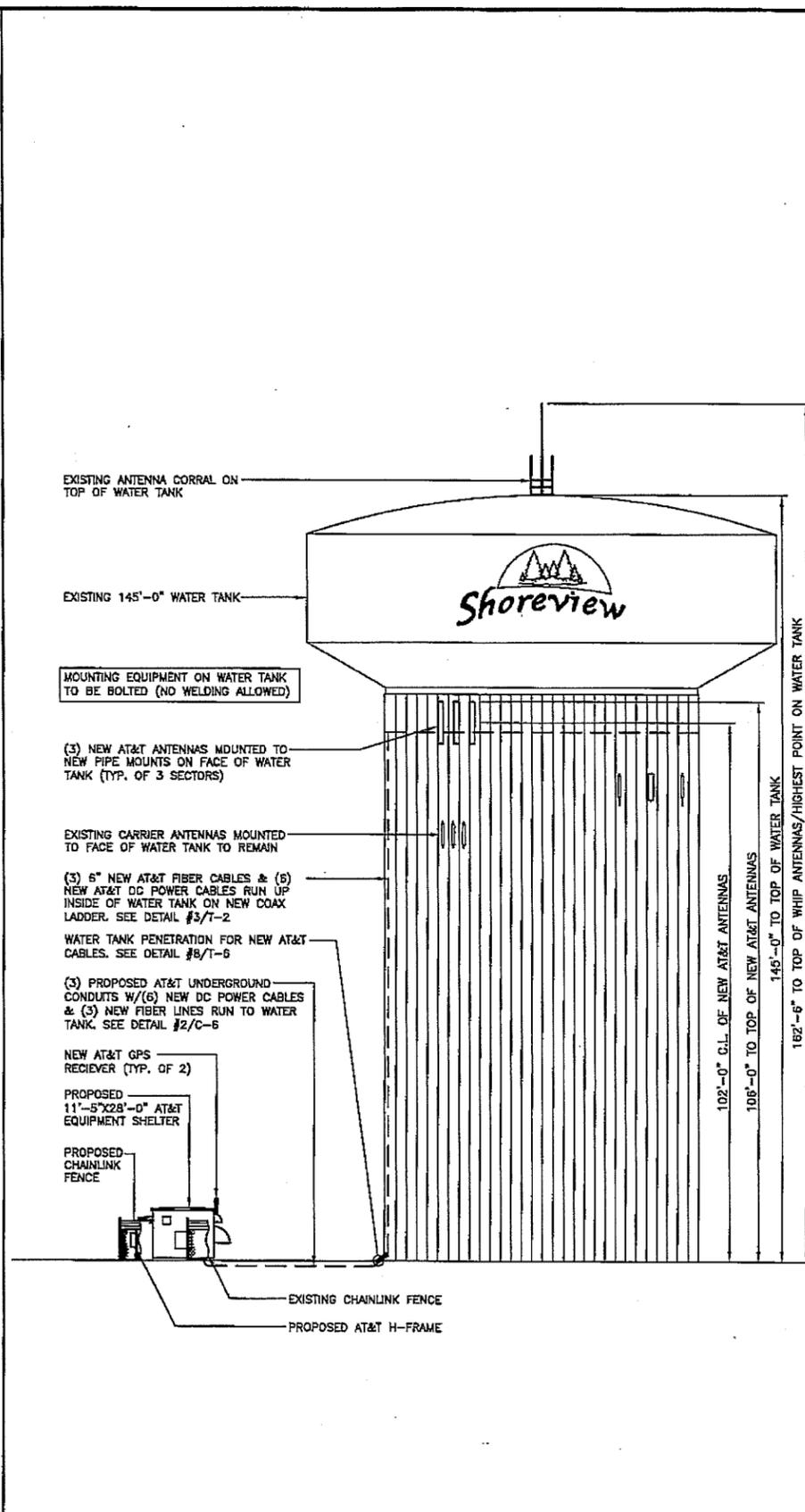
OVERALL SITE PLAN

DRAWING NUMBER

C-1



**EXISTING WATER TANK ELEVATION**  
 0' 10' 30'  
 1"=30'-0"  
 1



**PROPOSED WATER TANK ELEVATION**  
 0' 10' 30'  
 1"=30'-0"  
 2

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THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

PROPOSED-SITE  
 INSTALL (1) 11'-5"X28'-0" FIBERBOND EQUIPMENT SHELTER  
 INSTALL (1) H-FRAME W/ (1) SINGLE METER PANEL & (1) HOFFMAN BOX

PROPOSED-TOWER  
 INSTALL (3) UNITS 850 RRH, 1 PER SECTOR  
 INSTALL (3) UNITS 1900 RRH, 1 PER SECTOR  
 INSTALL (3) ALCATEL-LUCENT RRH AWS (1 PER SECTOR)  
 INSTALL (3) ALCATEL-LUCENT RRH WCS (1 PER SECTOR)  
 INSTALL (6) ALCATEL-LUCENT RRH LTE 700L P2, 2 PER SECTOR  
 INSTALL (9) ANDREW 5BNHH-1D65C ANTENNAS, 3 PER SECTOR  
 INSTALL (1) RAYCAP DC6-48-60-0-8F SURGE PROTECTION UNIT  
 INSTALL (2) RAYCAP DC6-48-60-18-8F SURGE PROTECTION UNIT  
 INSTALL (8) P1000 UNISRUITS  
 INSTALL (6) DC POWER CABLES  
 INSTALL (3) FIBER CABLE

PROPOSED-SHELTER  
 INSTALL (1) EMERSON POWER BAY  
 INSTALL (1) PROPOSED EMERSON BATTERY STACK  
 INSTALL (2) 23" RIF RACK(S)

**PROJECT DESCRIPTION**

THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THE STRUCTURAL ANALYSIS WILL SHOW THAT THE TOWER HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL COMMENCE AFTER A PASSING STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR AT&T HAS REVIEWED AND APPROVED A STRUCTURAL ANALYSIS BY THE DESIGN ENGINEER.

**STRUCTURAL NOTE**

4300 MARKET POINTE DRIVE  
 BLOOMINGTON, MN 55435

**WIRELESS**  
 ENGINEERING GROUP  
 1501 E. WOODFIELD ROAD  
 SUITE 300 EAST  
 SCHAUMBURG, IL 60173

604 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847-277-0070  
 FAX : 847-277-0080  
 AE@westchesterservices.com

**JOHN M. BANKS ARCHITECT**  
 604 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847-277-0070  
 FAX : 847-277-0080

LANDLORD/PROPERTY OWNER SIGNATURE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JOHN M. BANKS  
 SIGNATURE: *[Signature]*  
 DATE: 05/02/14 LICENSE # 26379  
 EXP. 06/30/14

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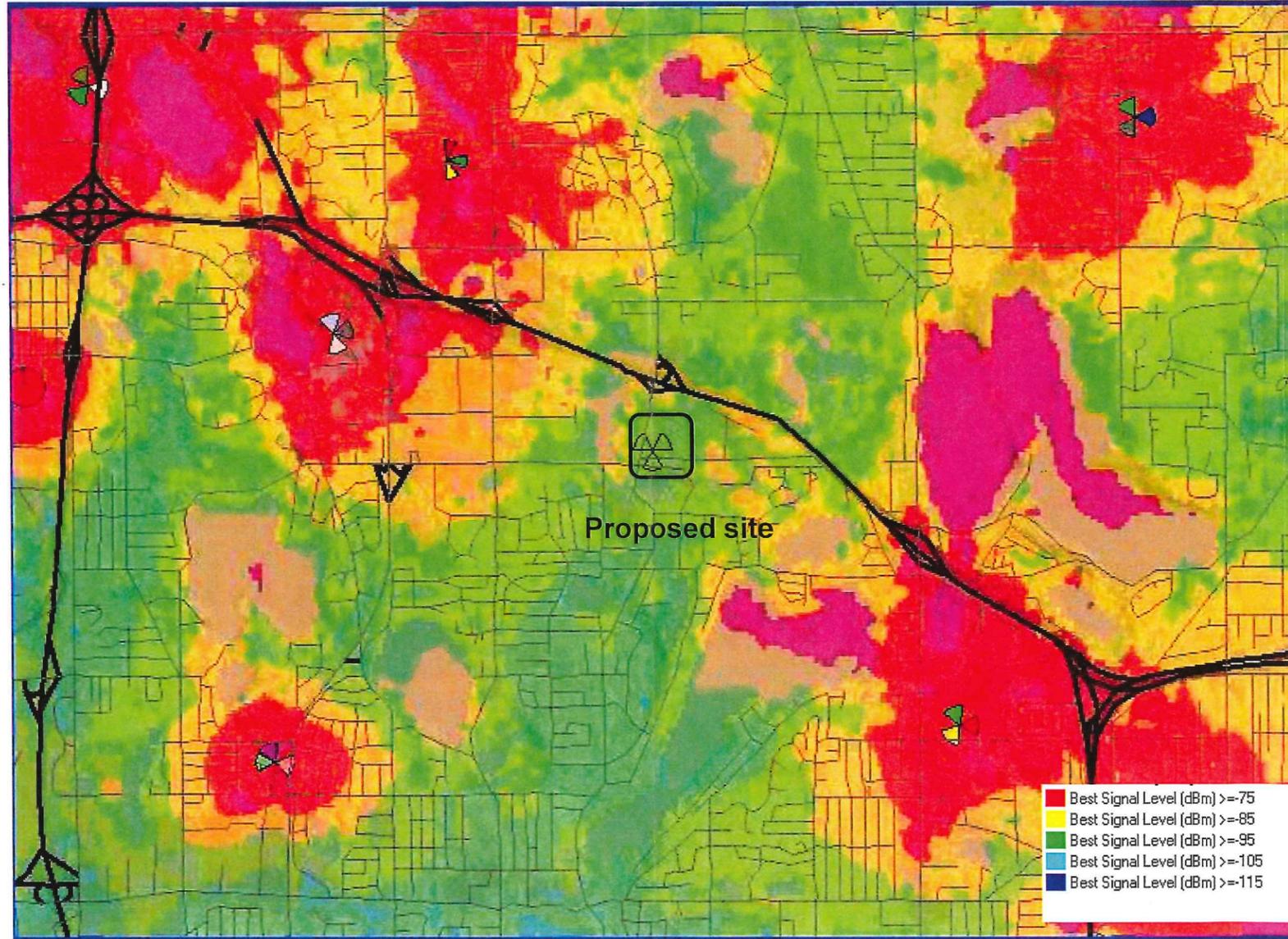
REV	DATE	DESCRIPTION
1	05/02/14	REVISED PERMIT/CONSTRUCTION
0	04/03/14	PERMIT/CONSTRUCTION

**PROJECT LOCATION:**  
 LAKE SHOREVIEW  
 MPLSMNU3280  
 745 COUNTY ROAD E  
 SHOREVIEW, MN 55126

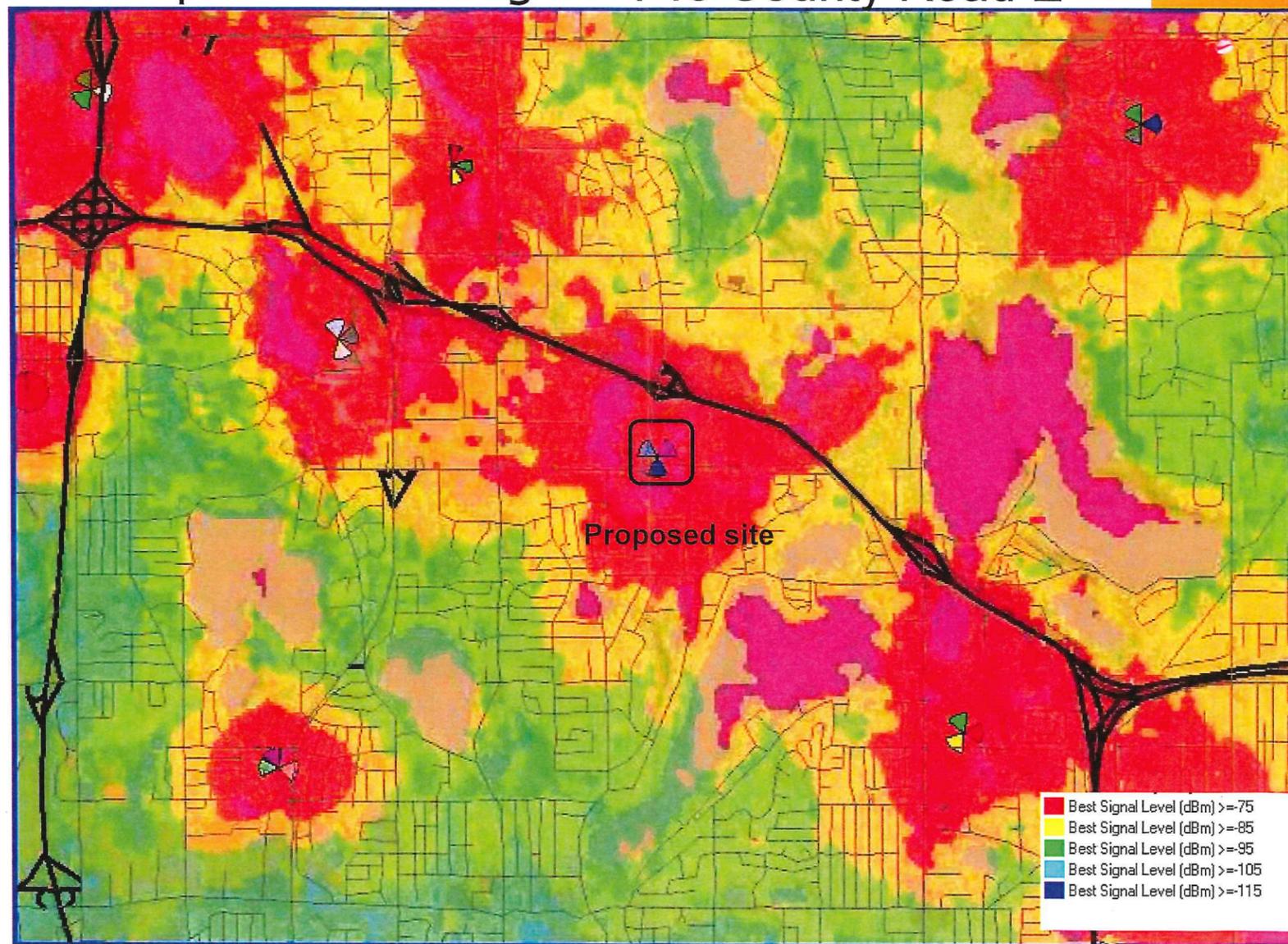
**DRAWING DESCRIPTION**  
 WATER TANK ELEVATION

**DRAWING NUMBER**  
 T-1

## Current Coverage 745 County Road E



# Proposed coverage. 745 County Road E





# OWL ENGINEERING & EMC TEST LABS, INC.

CONSULTING COMMUNICATIONS ENGINEERS • EMC TEST LABORATORIES

5844 Hamline Avenue North, Shoreview, MN 55126  
651-784-7445 • Fax 651-784-7541

July 14, 2014

City of Shoreview  
Mr. Robert Warwick  
Senior Planner  
4600 Victoria St. N  
Shoreview, MN 55126

Reference: Shoreview South Water Tower Updated Interference Study

Dear Mr. Warwick:

I have completed the intermodulation (interference) study for the proposed modification to the AT&T communications system on the South Water Tower at 745 County Road E in Shoreview. This study is an update of the previous one that was performed with the addition of the Clearwire Wireless system. In the case where existing tenants' channels were available they were used. Because of the large amount of potential frequencies available with some of the technologies already on the tower a random subset of each of these types of technologies was selected for the analysis. I also considered the microwave systems that operate in the 18 & 23 GHz bands using highly directive dish antennas. Additionally, I included any city frequencies used by Public Works and Public Safety even though they were not installed on the water tower. This was so if a mobile unit passed nearby or if they were mounted in the future, protection was considered. The existing users on the tower that were examined were Sprint, Clearwire, Verizon and AT&T.

The study shows that there are no predicted (low order) interference intermodulation products generated from combinations of existing and proposed channels at this site. When the proposed communications facility is constructed, antenna separation, antenna pattern directionality properties and equipment filtering will further reduce the potential of intermodulation induced interference. This analysis is a mathematical study and will not account for interference mitigation that will occur due to the differences in technologies and equipment configurations and filtering. This study assumes a worst-case scenario using as many as five transmitters operating simultaneously (which is a rare occurrence).



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In summary, the use of good engineering and installation practices should mitigate any interference to any existing communications systems on the tower and it is my opinion that the AT&T proposed modifications should not cause any harmful interference problems on the tower to any of the existing communications systems.

If you have any questions in this matter please contact me.

Sincerely,

A handwritten signature in black ink that reads "Garrett G. Lysiak". The signature is written in a cursive, flowing style.

Garrett G. Lysiak, P.E.

**PROPOSED MOTION**

**MOVED BY COUNCILMEMBER** \_\_\_\_\_

**SECONDED BY COUNCILMEMBER** \_\_\_\_\_

To recommend the following actions:

1. Authorizes the Mayor to send a letter to the NSCC indicating Shoreview's intent to withdraw from the NSCC on December 31, 2014;
2. Reserves the right to rescind this decision prior to the end of the year as authorized in Article XI Section 2 of the Joint Powers Agreement; and
3. Authorizes the hiring of Kennedy & Graven to assist in negotiating a franchise agreement with Comcast and in handling the pending transfer of the franchise.

ROLL CALL:	AYES	NAYS
Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular Council Meeting  
August 18, 2014

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: AUGUST 13, 2014**

**SUBJECT: AUTHORIZATION TO TERMINATE MEMBERSHIP IN THE NORTH SUBURBAN  
COMMUNICATIONS COMMISSION**

### **INTRODUCTION**

At its June 2, 2014 meeting, the City Council considered a motion that would have authorized the Mayor to send a letter to the North Suburban Communications Commission (NSCC) indicating Shoreview's intent to withdraw from the NSCC at the end of 2014. After a lengthy discussion, the City Council tabled action to the August 18, 2014 meeting. The purpose of the tabling was to allow time for the mayors of the ten cities that are part of the Commission to work together to address some of the concerns that had been identified by the City of Shoreview.

### **BACKGROUND**

The City has belonged to the NSCC (formerly the North Suburban Cable Commission) since its inception in 1982. The NSCC is a joint powers organization (agreement attached) of ten cities whose purpose is to monitor the operations and activities of the cable system; provide coordination and administration of the franchise; and administer and develop community cable television programming. The development and coordination of community television programming is done through the NSCC's sister organization – the North Suburban Access Corporation (NSAC), which receives nearly \$1.5 million per year in Public Education and Government (PEG) fees that are collected from cable television subscribers.

The current NSCC budget is about \$350,000 per year and is funded primarily through contributions from the 10 member cities. The City of Shoreview contributes slightly more than \$70,000 per year to the NSCC (about 20% of the budget) for cable administration and oversight. Shoreview's contribution is derived from the 5% cable franchise fee that the City currently collects from Comcast. Shoreview also uses franchise fees to pay for equipment upgrades to the Council Chambers and for the City's communication efforts including the City's Communications Coordinator position and contractual costs for the ShoreViews newsletter.

As noted earlier, the NSAC has an annual budget of about \$1.5 million, which is funded primarily through the receipt of a \$4.15 per month/subscriber PEG fee that is paid directly to the NSAC. This PEG fee is part of an agreement that was negotiated, along with the current

franchise agreement, with MediaOne in 1998. The current franchise agreement expired in October 2013, but has been extended by mutual consent of Comcast and the NSCC until November, 2014 to allow additional time to negotiate a new franchise.

The franchise renewal process has actively been going on for a few years. Some of the elements of the process have included a technical review of Comcast's performance as well as the development of a needs assessment. These were done prior to beginning any type of major negotiations with Comcast. The NSCC and Comcast began negotiations in an informal renewal process, which involves direct negotiation between the two groups. However, due to significant differences in positions and a general lack of progress during these informal negotiations, the NSCC voted to move into a formal process which has included the submission of formal proposals by both parties.

The formal process includes established timelines for different steps in the process. Based on these timelines, the City had to either accept Comcast's franchise proposal or preliminarily deny the proposal before June 20, 2014. The NSCC recommended that cities preliminarily deny the proposal. Shoreview did formally deny Comcast's proposal at its June 16, 2014 meeting. The next step in the process is a hearing before an administrative law judge.

During this formal process, informal negotiations have continued sporadically. While there has been some progress in the past two months during the informal negotiations, it has been slow and Comcast and the NSCC still have some significant differences in their positions.

The three major issues that have been the primary focus of the negotiations include:

1. PEG Funding – due to a Federal Communications Commission (FCC) ruling, Comcast no longer is required to provide operational support for public access as part of a franchise renewal. They only are required to provide reasonable capital support for public, education and government access. In most cities or franchise areas, operational support for PEG access programming is more typically provided by contributions of franchise fees by cities. However, the public access model at the NSAC is that significant operational support is provided through the PEG fee which has allowed our cities to have a significant public access programming presence without the use of franchise fees. This issue about the level and use of PEG funding continues to be the most significant difference between Comcast and the NSCC.
2. Number of PEG Channels – Comcast currently dedicates eight channels to our cities for public education and government access. In the formal proposal, Comcast has offered the use of four channels, three in standard definition and one in high definition, with an opportunity to add a fifth channel based on usage of the remaining four. Comcast and the NSCC have made some progress in this matter in recent negotiations.
3. Institutional Network – the franchise holder has constructed an institutional network (I-net) that connects all of the cities in the franchise. The I-net provides for dedicated use

of a small part of Comcast’s network by the 10 cities. This network is used to transmit government programs to the NSAC for broadcast as well as to transmit data. Roseville provides IT services to several cities both inside and outside the franchise area in part through the use of the I-net. Federal regulations do not require Comcast to provide free use of this network beyond PEG access use. During recent informal discussions, there appears to be some progress on this issue.

**SHOREVIEW CONCERNS**

As has been discussed by the City Council at workshop meetings, some of the concerns that the City has identified with the current operations of the NSCC include:

- Spending on legal fees/studies – there has been a tremendous amount of money spent by the NSCC over the past few years on legal fees/studies associated with franchise renewal process.
- Spending on franchise administration/oversight – the current budget associated with the franchise administration/oversight process (about \$360,000 per year) is relatively high compared to some models that are used in other metro area franchises.
- Public Access Changes – during the past decade, there has been a rapid change in how many people are viewing video content. With the advent of smart phones and video content outlets such as YouTube, there is a rapid evolution occurring on how people are viewing video content. In fact, our most recent community survey completed in the fall of 2013 showed that only 1% of Shoreview residents have watched a public access program in the past month, and only 2% had watched in the past six months. This is a dramatic shift in the past several years as shown on the chart below. Listed below is a chart showing a decline in the viewership of City meetings and other public access programs:

	2005	2010	2013
	1 month/6 months	1 month/6 months	1 month/6 months
	<u>% Watching</u>	<u>% Watching</u>	<u>% Watching</u>
City Council Meetings	19/19	13/24	7/16
Planning Commission Meetings	16/11	8/21	3/12
Other Public Access Programs	20/17	7/13	1/2

In addition to these concerns, the NSAC will most likely be working with less PEG revenue for public/education/government access programming as part of any new franchise agreement. The City is concerned that there has not been a significant amount of planning by the NSCC about how they will operate CTV with reduced financial resources.

## **DISCUSSION WITH NSCC CITIES**

Since tabling the issue in early June, Mayor Martin has met with the mayors and managers/administrators of the ten cities in the NSCC on two occasions. In addition, the city managers/administrators have met three times. At these meetings, potential changes to the existing Joint Powers Agreement (JPA) were reviewed and discussed. The proposed changes to the JPA were to require an elected official to be the appointee to the NSCC by each City and to create a standing Managers/Administrators committee that would be responsible for making recommendations to the NSCC on issues such as budgets, franchise administration and oversight, and future direction of the NSAC. These proposed changes were suggested in an effort to bring more City involvement into the overall direction of both the NSCC and NSAC. In some of the first meetings of these groups, there appeared to be some general consensus on the proposed changes. At the last meeting held on August 11, there did not appear to be consensus on any proposed changes to the JPA. In addition, these changes were reviewed by the NSCC at their July 31<sup>st</sup> meeting and the Commission voted to not recommend any changes to the JPA at this time; and to continue to include the city managers/administrators in discussions at future strategic planning committee meetings.

## **TERMINATION ISSUES**

If Shoreview decides to withdraw from the NSCC, the City would be responsible for negotiating its own cable franchise with Comcast. Although there will be changes to the NSCC/NSAC as part of a new franchise agreement due to anticipated lower PEG fees, there are several consequences of withdrawing from the Commission that the City Council should be aware of as they make this decision. Listed below are some of the issues staff has identified with potential withdrawal from the Commission:

- Loss of public access studio for residents that produce public access programs.
- Potential Loss of public access programming on Channels 14 and 15 (City programming and school programming would continue).
- Need to purchase equipment for scheduling and playback of City programming and web streaming of City Council and Planning Commission meetings (now provided by the NSAC).
- Loss of 100 hours of government programming support from the NSAC.
- Loss of technical assistance for equipment purchases and technical broadcast issues.
- Reduced oversight/administration of cable franchise
- Reduced bargaining power with Comcast (5500 subscribers vs. 29,000 subscribers).

- City would retain all of the franchise fees, increasing City revenue by more than \$70,000 per year.
- City would retain negotiated PEG fees for capital expenditures related to governmental and possibly educational programming.

Although this is not meant to be a comprehensive list of items associated with the City withdrawing from the NSCC, it does represent some of the key issues the Council should be aware of if the City withdraws from the NSCC.

According to the Joint Powers Agreement (JPA) that established the NSCC, the City needs to indicate its intent to withdraw prior to October 15 of this year to not be liable for future year's expenses. The withdrawal would be effective at the end of the year and the City would retain the right to rescind the withdrawal prior to the end of the year. The City has paid its full contribution to the NSCC for 2014 and any PEG fees will continue to be paid to the NSAC until the end of the year. By withdrawing from the Commission before dissolution, the City would forfeit its rights to have any claims against the assets of the Commission.

## OPTIONS

The two options for the City Council to consider relating to the cable franchise include:

1. Remain with the NSCC – the City could continue to be a member of the NSCC and have one representative on the Commission. The city managers of all cities in the Commission would have some additional input through attendance and participation in the strategic Planning Committee that has been established by the Commission.

The advantages of this option include that the City would likely have more bargaining power during franchise negotiations and other issues as part of a city cable consortium. Additionally, the NSAC currently provides web streaming for the City at a reasonable cost and handles all playback of City Council and Planning Commission meetings and production of other city programming such as the Slice of Shoreview parade and community band concerts. Additionally, residents interested in public access production and programming would have a facility, equipment and staff to assist in this area. The disadvantage is that by staying a member of the NSCC, there is no guarantee that any of Shoreview's concerns about the NSCC and NSAC will be addressed.

2. Terminate membership in the NSCC – as noted earlier, if Shoreview terminates its membership in the NSCC, the City would then be responsible for negotiating a new franchise agreement and other franchise administrative/oversight issues. The advantages of this approach are that the City would be in control of its response to franchise administration/oversight issues. We would also not be required to pay about

\$70,000 per year to the NSCC for this purpose. In addition, any negotiated PEG fees would be provided directly to the City for its use.

The largest disadvantage is that there will be some additional staff time required not only for franchise administration/oversight, but also for operating and maintaining equipment and service for web streaming, meeting playback, etc. The City would not have access to equipment or facilities needed to broadcast events like the Slice parade, band concerts, or other public access programming.

If the City does decide to terminate its membership with the NSCC, staff strongly recommends that the City hire an attorney specializing in franchise administration to assist in handling both the current cable franchise transfer that is pending, as well as the negotiation of a new franchise agreement. The City has received a letter proposal (attached) from Robert Vose, an attorney at Kennedy & Graven, who specializes in the area.

### **RECOMMENDATION**

At a May workshop meeting, the Council requested that staff prepare a report for the June 2, 2014 meeting outlining issues associated with a potential withdrawal from the NSCC and to provide a motion authorizing the City to withdraw from the NSCC. The City Council continued that action to the August 18<sup>th</sup> meeting to allow the 10 cities to continue to work on addressing some of the concerns that have been identified. Although staff believes there is greater awareness and agreement from some of the cities about these concerns and there has been some progress on franchise negotiations with Comcast, there is not consensus among the cities on any potential changes to the current Joint Powers Agreement that would provide a new governance model.

Based on this information, a motion has been prepared that does the following:

4. Authorizes the Mayor to send a letter to the NSCC indicating Shoreview's intent to withdraw from the NSCC on December 31, 2014;
5. Reserves the right to rescind this decision prior to the end of the year as authorized in Article XI Section 2 of the Joint Powers Agreement; and
6. Authorizes the hiring of Kennedy & Graven to assist in negotiating a franchise agreement with Comcast and in handling the pending transfer of the franchise.

Alternatively, the Council could continue to be a member of the NSCC and to participate both on the Commission and as part of the strategic planning committee.



Offices in  
Minneapolis  
Saint Paul  
St. Cloud

470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402  
(612) 337-9300 telephone  
(612) 337-9310 fax  
www.kennedy-graven.com  
Affirmative Action, Equal Opportunity Employer

**ROBERT J. V. VOSE**  
Attorney at Law  
Direct Dial (612) 337-9275  
Email: rvose@kennedy-graven.com

August 12, 2014

Terry Schwerm  
City Manager  
City of Shoreview  
4600 Victoria Drive North  
Shoreview, MN 55126

**RE: North Suburban Communications Commission ("NSCC")/City of Shoreview**

Dear Terry:

It was nice to talk with you recently about the City's possible withdrawal from the NSCC and the impact that may have on franchise renewal and the City's review of the requested "spin off" of Comcast's metro systems. I would be pleased to assist the City with these cable franchising matters.

Attached is a list of Minnesota clients I've assisted with cable matters in recent years. This list is likely not exhaustive but is generally representative.

We are currently assisting Mounds View and New Brighton, where we serve as city attorney, regarding the franchise renewal being conducted by the NSCC. As you know, the NSCC is represented by another firm. I am also representing the Quad Cities Cable Commission, Burnsville and New Prague in renewal proceedings with Comcast, and recently completed a renewal for Oak Grove.

I typically charge \$175 for cable-related matters. If the City would like us to handle cable-related matters or you would like more information, please contact me.

Yours truly,

Robert J. V. Vose

RJV:jms  
Enclosure

## Recent Municipal Cable Clients

### Cable Commissions and Joint Powers Organizations

- Apple Valley, Farmington, Rosemount Cable Commission
- Arlington, Gaylord, Winthrop, Gibbon Cable Commission
- Burnsville-Eagan Telecommunications Commission (commission recently dissolved)
- Lake Minnetonka Communications Commission- 12 cities
- LOGIS
- Quad Cities Communications Commission (Anoka, Ramsey, Champlin, Andover)
- Sherburne/Wright Counties Cable Commission- 10 cities
- Suburban Rate Authority- 35 metro area cities
- Chisago Lakes Cable Commission- Chisago Commission, Lindstrom, and Shafer (franchise renewal)
- Greater Grand Rapids Area Cable Commission (access programming issues)
- Southern Minnesota Cable Commission- Dodge Center, Mantorville, West Concord, Kenyon, and Blooming Prairie (general counsel)
- Southwest Minnesota Telecommunications Cooperative a/k/a "5Comm"- Heron Lake, Okabena, Lakefield, Round Lake, Brewster (municipal telecom venture)
- Winsted, Silver Lake, Lester Prairie Cable Commission (franchise renewal)

### Municipalities

- Albert Lea (franchise renewal)
- Albertville (competitive franchising)
- Becker (competitive franchising, franchise renewal)
- Belle Plaine (cable access dispute)
- Bemidji (competitive franchising, franchise renewal)
- Brainerd (competitive franchising)
- Big Lake Township (competitive franchising, franchise renewal)
- Brownton (franchise renewal and transfer)
- Brooten (franchise renewal and transfer)
- Brooklyn Park (wireless siting)
- Brooklyn Center (wireless siting)
- Burnsville (cable Commission joint powers issues)
- Clinton (franchise transfer)
- Cold Spring (wireless siting)
- Cottage Grove (wireless siting)
- Credit River Township (competitive franchising)
- Detroit Lakes (franchise renewal)
- Eagan (PEG dispute, general counsel on cable matters)
- Faribault (competitive franchising)
- Freeport (franchise renewal)

- Gaylord (wireless siting)
- Glencoe (franchise transfer)
- Graceville (franchise transfer)
- Grand Rapids (franchise transfer and enforcement, municipal network)
- Hibbing (competitive franchising, franchise renewal, wireless siting)
- Hoyt Lakes (franchise renewal)
- Kasota (franchise transfer)
- Keewatin (competitive franchising, franchise transfer)
- Kimball (franchise renewal)
- Little Falls (franchise renewal and transfer)
- Livonia Township (initial franchising)
- Ludlow, IL (franchise renewal)
- Medina (competitive franchising, wireless siting)
- Moose Lake (franchise transfer, various municipal)
- Morris (franchise renewal, competitive franchising)
- Mound (wireless siting)
- Nashwauk (competitive franchising, franchise transfer)
- New Prague (competitive franchising)
- Nicollet (competitive franchising)
- Oak Grove (franchise renewal)
- Orrock Township (initial franchising)
- Otsego (competitive franchising, franchise renewal, franchise litigation)
- Owatonna (franchise renewal, competitive franchising)
- Paynesville (competitive franchising, franchise renewal)
- Pine Island
- Redwood Falls (competitive franchising, franchise renewal and transfer, wireless siting)
- Richfield (wireless siting)
- Robbinsdale (wireless siting and cable franchise enforcement)
- Rosemount (competitive franchising)
- Sandstone (wireless siting)
- Shakopee (franchise renewal, franchise enforcement, pole attachment agreement)
- Sleepy Eye (franchise transfer)
- St. Peter (competitive franchising, franchise renewal and transfer, conduit agreement, wireless siting)
- Stewart (franchise renewal)
- Tracy (franchise renewal)
- Virginia (franchise renewal)
- Zimmerman (franchise renewal, competitive franchising)

RESOLUTION NO. 82-159

AUTHORIZING THE  
JOINT AND COOPERATIVE AGREEMENT  
FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS  
SYSTEM

WHEREAS, the City of Shoreview (hereinafter "City")  
has granted a cable communications franchise ordinance to Group W Cable of the  
North Suburbs, Inc., a subsidiary of Westinghouse Broadcasting and Cable, Inc.;

WHEREAS, on November 12, 1982, City was issued a Regular Certificate  
of Confirmation by the Minnesota Cable Communications Board relative to the  
Group W Cable franchise;

WHEREAS, City believes it to be in its best interest and the most  
efficient utilization of resources for City to participate in a Joint and  
Cooperative Agreement for the Administration of the Cable Communications System;  
and

WHEREAS, said joint and cooperative effort is authorized by Minn.  
Stat. §471.59, as amended;

THEREFORE, BE IT RESOLVED, that the City Council of the City of  
Shoreview shall participate in the North Suburban Cable  
Commission for the administration of the a cable communications system,

BE IT FURTHER RESOLVED, that the appropriate officers of City shall  
execute the final Joint and Cooperative Agreement of the North Suburban Cable

Commission and file it appropriately with the manager of the City of Roseville,  
Minnesota;

FURTHER, City authorizes its proportional share of the assets of the  
dissolved North Suburban Cable Communications Commission as City's initial  
contribution to the North Suburban Cable Commission;

FURTHER, that City's director shall be Robert Weyandt,  
residing at 701 Brigadoon Circle, Shoreview, whose phone number is  
484-3209; and Mn. 55112

FURTHER, the City's alternate shall be Richard Sundberg,  
residing at 325 Bridge St., Shoreview, Mn., whose phone number is  
483-2386. 55112

The above listed resolution was moved by Council member Weyandt  
, and duly seconded by Council member Wegleitner.

The following Council members voted in the affirmative:  
All members present.

The following Council members voted in the negative:  
None

The above resolution was duly adopted December 20, 1982.

ATTEST:

\_\_\_\_\_

Ray G. Dickson

FINAL  
NORTH SUBURBAN CABLE COMMISSION  
JOINT AND COOPERATIVE AGREEMENT  
FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS SYSTEM

I. PARTIES

The parties to this agreement are governmental units of the State of Minnesota. This agreement is made pursuant to Minnesota Statutes Section 471.59, as amended.

II. GENERAL PURPOSE

The general purpose of this agreement is to establish an organization to monitor the operation and activities of cable communications, and in particular, the Cable Communication System (System) of the parties; to provide coordination of administration and enforcement of the franchises of parties for their respective System; to promote the development of locally produced cable television programming; and to conduct such other activities authorized herein as may be necessary to insure equitable and reasonable rates and service levels for the citizens of the members of the organization.

III. NAME

The name of the organization is the North Suburban Cable Commission (NSCC).

IV. DEFINITION OF TERMS

Section 1. For the purposes of this agreement, the terms defined in this Article shall have the meanings given them.

Section 2. "Commission" means the Board of Directors created pursuant to this agreement.

Section 3. "Council" means the governing body of a member.

Section 4. "Franchise" means that cable communications franchise granted by all cities listed in Article V, Section 1.

Section 5. "Grantee" means the person or entity to whom a franchise has been granted by a member.

Section 6. "Member" means a municipality which enters into this agreement.

#### V. MEMBERSHIP

Section 1. The municipalities of Arden Hills, Falcon Heights, Little Canada, Lauderdale, Moundsview, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview are eligible to be the original members of the Commission. Any municipality geographically contiguous to any of these named municipalities, and served by a cable communications system through the same Grantee, may become a member pursuant to the terms of this agreement.

Section 2. Any municipality desiring to become a member shall execute a copy of this agreement and conform to all requirements herein.

Section 3. The initial members shall be those members who become members within ninety (90) days of the issuance by the Minnesota Cable Communications Board (MCCB) of a Certificate of Confirmation for a Cable communications system serving the cities named in this article. Should the MCCB cease to exist or cease issuance of certificates of confirmation the deadline for initial membership shall be ninety (90) days following the effective date of the franchise.

Section 4. Municipalities desiring to become members after the date specified in Article V, Section 3 may be admitted by an affirmative vote of two-thirds (2/3) of the votes of the members of the Commission. The Commission may by resolution impose conditions upon the admission of additional members.

#### VI. DIRECTORS; VOTING

Section 1. Each member shall be entitled to one (1) director to represent it on the Commission. Each director is entitled to one vote for each 5,000 of population or fraction thereof of that municipality represented by the

director; provided, however, that each director shall have at least one vote. For the purposes of this section, population of a governmental unit shall be that population determined pursuant to the provisions of Minnesota Statutes Section 275.53. Prior to December 31 of each year, the Secretary of the Commission shall determine the population of each member in accordance with this section and certify the results to the Chairman. Three years after the inception of the Commission, or after the second annual report of the number of subscribers to the cable system, whichever is sooner, the voting structure of the Commission may be reconstituted to represent one vote per director based upon the number of subscribers or a fraction thereof of the municipality represented by the director, said number to be determined by amendment to this agreement; provided, however, that each director shall have at least one vote.

Section 2. A director shall be appointed by resolution of the Council of each member. A director shall serve until a successor is appointed and qualifies. Directors shall serve without compensation from the Commission.

Section 3. Each member shall appoint at least one alternate director. The Commission, in its By-laws, may prescribe the extent of an alternate's powers and duties.

Section 4. A vacancy in the office of director will exist for any of the reasons set forth in Minnesota Statutes Section 351.02, or upon a revocation of a director's appointment duly filed by a member with the Commission. Vacancies shall be filled by appointment for the unexpired portion of the term of director by the council of the member whose position on the Board is vacant.

Section 5. There shall be no voting by proxy, but all votes must be cast by the director or the duly authorized alternate at a Commission meeting.

Section 6. The presence of five directors representing a majority of the total authorized votes of all directors shall constitute a quorum, but a smaller number may adjourn from time to time.

Section 7. A director shall not be eligible to vote on behalf of the director's municipality during the time said municipality is in default on any contribution or payment to the Commission. During the existence of such default, the vote or votes of such member shall not be counted for the purposes of this agreement.

Section 8. All official actions of the Commission must receive two-thirds (2/3) of all authorized votes cast on that issue at a duly constituted meeting of the Commission and the affirmative vote of five directors.

#### VII. EFFECTIVE DATE; MEETINGS; ELECTION OF OFFICERS

Section 1. A municipality may enter into this agreement by resolution of its council and the duly authorized execution of a copy of this agreement by its proper officers. Thereupon, the clerk or other appropriate officer of the municipality shall file a duly executed copy of this agreement, together with a certified copy of the authorizing resolution, with the City Manager of the City of Roseville, Minnesota. The resolution authorizing the execution of the agreement shall also designate the director and the alternate for the municipality on the Commission, along with said director's and alternate's address and phone number.

Section 2. This agreement is effective on the date when executed agreements and authorizing resolutions of five of the municipalities named in Article V, Section 1 have been filed as provided in this Article.

Section 3. Within thirty (30) days after the effective date of this agreement, the Mayor of the members having the largest population shall call the first meeting of the Commission which shall be held no later than fifteen (15) days after such call.

Section 4. The first meeting of the Commission shall be its organizational meeting.

Section 5. At the organizational meeting, or as soon thereafter as it

may reasonably be done, the Commission shall select from among the directors a Chair, Vice-Chair, Secretary and Treasurer, adopt By-Laws governing its procedures including the time, place, notice for and frequency of its regular meetings, adopt a procedure for calling special meetings, and such other matters as are required by this agreement.

Section 6. Officers of the Commission shall be elected annually for one year terms. Officers shall be limited to two consecutive terms in a given office.

#### VIII. POWERS AND DUTIES OF THE COMMISSION

Section 1. The powers and duties of the Commission shall include the powers set forth in this Article.

Section 2. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the organization. The Commission may not contract for the purchase of real estate without the prior authorization of the member municipalities. Any purchases or contracts made shall conform to the requirements applicable to Minnesota statutory cities.

Section 3. The Commission shall assume all authority and undertake all tasks necessary to coordinate, administer, and enforce the Franchise of each member except for that authority and those tasks specifically retained by a member.

Section 4. The Commission shall continually review the operation and performance of the cable communications system of the members and prepare annual reports as required by the Minnesota Cable Communications Board and the FCC.

Section 5. The Commission shall undertake all procedures necessary to maintain uniform rates and to handle applications for changes in rates for the services provided by the Grantee.

Section 6. The Commission may provide for the prosecution, defense,

or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose. It may employ such other persons as it deems necessary to accomplish its powers and duties. Such employees may be on a full-time, part-time or consulting basis, as the Commission determines, and the Commission may make any required employer contributions which local governmental units are authorized or required to make by law.

Section 7. The Commission may conduct such research and investigation and take such action as it deems necessary, including participation and appearance in proceedings of State and Federal regulatory, legislative or administrative bodies, on any matter related to or affecting cable communication rates, franchises, or levels of service.

Section 8. The Commission may obtain from Grantee and from any other source, such information relating to rates, costs and service levels as any member is entitled to obtain from Grantee or others.

Section 9. The Commission may accept gifts, apply for and use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

Section 10. The Commission shall make an annual, independent audit of the books of the Commission to be made and shall make an annual financial accounting and report in writing to the members. Its books and records shall be available for examination by the members at all reasonable times.

Section 11. The Commission may delegate authority to its executive committee. Such delegation of authority shall be by resolution of the Commission and may be conditioned in such a manner as the Commission may determine.

Section 12. The Commission shall adopt By-Laws which may be amended

from time to time.

Section 13. The Commission may exercise any other power necessary and incidental to the implementation of its powers and duties.

#### IX. OFFICERS

Section 1. The officers of the Commission shall consist of a chair a vice-chair, a secretary and a treasurer.

Section 2. A vacancy in the office of chair, vice-chair, secretary or treasurer shall occur for any of the reasons for which a vacancy in the office of a director shall occur. Vacancies in these offices shall be filled by the Commission for the unexpired portion of the term.

Section 3. The four officers shall all be members of the executive committee.

Section 4. The chair shall preside at all meetings of the Commission and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5. The secretary shall be responsible for keeping a record of all of the proceedings of the Commission and executive committee.

Section 6. The treasurer shall be responsible for custody of all funds, for the keeping of all financial records of the Commission and for such other matters as shall be delegated by the Commission. The Commission may require that the treasurer post a fidelity bond or other insurance against loss of Commission funds in an amount approved by the Commission, at the expense of the Commission. Said fidelity bond or other insurance may cover all persons authorized to handle funds of the Commission.

Section 7. The Commission may appoint such other officers as it deems necessary. All such officers shall be appointed from the membership of the Commission.

#### X. FINANCIAL MATTERS

Section 1. The fiscal year of the Commission shall be the calendar

year.

Section 2. Commission funds may be expended by the Commission in accordance with the procedures established by law for the expenditure of funds by Minnesota Statutory Cities. Orders, checks and drafts must be signed by any two of the officers. Other legal instruments shall be executed with authority of the Commission, by the chair and treasurer. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.

Section 3. The financial contributions of the members in support of the Commission shall be in the same proportion as the members' votes on the Commission in accordance with the annual budget of the Commission. The annual budget shall establish the contribution of each member for the ensuing year and a timetable for the payment of said contribution. At such time as the first annual franchise fee is paid to the member cities, the Commission may reevaluate the proportion of the contributions to the Commission. The remainder of any franchise fee paid to the member by Grantee shall be used for cable-related expenses. Prior to the collection of franchise fees adequate to cover expenses, the Grantee, as a prepayment of the initial franchise fee shall reimburse members and the Commission for all cable-related expenditures.

Section 4. A proposed budget for the ensuing calendar year shall be formulated by the Commission and submitted to the members on or before August 1. Such budget shall be deemed approved by a member unless, prior to October 15 preceding the effective date of the proposed budget, the member gives notice in writing to the Commission that it is withdrawing from the Commission. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before November 1 of each year.

Section 5. Any member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in

accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory Cities.

#### XI. DURATION

Section 1. The Commission shall continue for an indefinite term unless the number of members shall become less than five. The Commission may also be terminated by mutual agreement of all of the members at any time.

Section 2. In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a member shall withdraw from the Commission by filing a written notice with the secretary by October 15 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of the withdrawal. Prior to the effective date of withdrawal a notice of withdrawal may be rescinded at any time by a member. If a member withdraws before dissolution of the Commission, the member shall have no claim against the assets of the Commission. A member withdrawing after October 15 shall be obligated to pay its entire contribution for the ensuing year as outlined in the budget of the Commission for the ensuing year.

Section 3. In the event of dissolution, the Commission shall determine the measures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement. Upon dissolution of the Commission all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing members in proportion to the most recent member by member breakdown of the franchise fee as reported by the Grantee. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs but for no other purpose.

IN WITNESS WHEREOF, the undersigned municipality has caused this agreement to be signed on its behalf this 20th day of December, 1982.

WITNESSED BY:

\_\_\_\_\_ of \_\_\_\_\_

By: Richard A. Wedell  
Its Mayor

By: Henry T. Dublin  
Its City Manager

Filed in the office of the Manager of the City of Roseville this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

PREPARED BY:

Thomas D. Creighton, for  
STERN, LEVINE, SCHWARTZ,  
LIFSON & CREIGHTON, P.A.  
5005 South Cedar Lake Road  
Minneapolis, MN 55416  
Telephone: (612) 377-8620  
DATED: December 2, 1982

# EXHIBIT A

Revised June, 1990

AMENDED  
NORTH SUBURBAN CABLE COMMISSION  
JOINT AND COOPERATIVE AGREEMENT  
FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS SYSTEM

## I. PARTIES

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes Section 471.59, as amended.

## II. GENERAL PURPOSE

The general purpose of this Agreement is to establish an organization to monitor the operation and activities of cable communications, and in particular, the Cable Communication System (System) of the parties; to provide coordination of administration and enforcement of the franchises of parties for their respective System; to promote, coordinate, administer and develop community cable television programming; and to conduct such other activities authorized herein as may be necessary to insure equitable and reasonable rates and service levels for the citizens of the members of the organization.

## III. NAME

The name of the organization is the North Suburban Cable Commission (NSCC).

## IV. DEFINITION OF TERMS

Section 1. For the purposes of this Agreement, the terms defined in this Article shall have the meanings given to them.

Section 2. "Commission" means the Board of Directors created pursuant to this Agreement.

Section 3. "Council" means the governing body of a member.

Section 4. "Franchise" means that cable communications franchise granted by all cities listed in Article V, Section 1.

Section 5. "Grantee" means the person or entity to whom a franchise has been granted by a member.

Section 6. "Member" means a municipality which enters into this Agreement.

Section 7. "System" means that cable communications system more specifically defined in the Franchise Ordinance of the Member.

#### V. MEMBERSHIP

Section 1. The municipalities of Arden Hills, Falcon Heights, Little Canada, Lauderdale, Moundsview, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview are eligible to be the Members of the Commission. Any municipality geographically contiguous to any of these named municipalities, and served by a cable communications system through the same Grantee, may become a Member pursuant to the terms of this Agreement.

Section 2. Any municipality desiring to become a Member shall execute a copy of this Agreement and conform to all requirements herein.

Section 3. The initial Members shall be those municipalities listed in Section 1 of this Article V.

Section 4. Municipalities desiring to become Members after the date specified in Article V, Section 3 may be admitted by an affirmative vote of two-thirds (2/3) of the votes of the Members of the Commission. The Commission may, by resolution, impose conditions upon the admission of additional members.

## VI. DIRECTORS; VOTING

Section 1. Each Member shall be entitled to one (1) director to represent it on the Commission. Each director is entitled to vote in direct proportion to the percent of annual revenues attributable to the municipality represented by the director to the total annual revenues of the system for the prior year rounded to the nearest whole number; provided, however, that each director shall have at least one vote. For the purposes of this section, the annual revenues for each Member and the total annual system revenues as of December 31 of each year shall be determined by the records of the cable operator filed with the Commission with the annual franchise fee. Prior to the first Commission meeting in March of each year, the Secretary of the Commission shall determine the number of votes for each Member in accordance with this section and certify the results to the Chairs.

Section 2. A director shall be appointed by resolution of the Council of each Member. A director shall serve until a successor is appointed and qualifies. Directors shall serve without compensation from the Commission.

Section 3. Each Member shall appoint at least one alternate director. The Commission, in its By-Laws, may prescribe the extent of an alternate's powers and duties.

Section 4. A vacancy in the office of director will exist for any of the reasons set forth in Minnesota Statutes Section 351.02, or upon a revocation of a director's appointment duly

filed by a Member with the Commission. Vacancies shall be filled by appointment for the unexpired portion of the term of director by the council of the Member whose position on the Board is vacant.

Section 5. There shall be no voting by proxy, but all votes must be cast by the director or the duly authorized alternate at a Commission meeting.

Section 6. The presence of five directors representing a majority of the total authorized votes of all directors shall constitute a quorum, but a smaller number may adjourn from time to time.

Section 7. A director shall not be eligible to vote on behalf of the director's municipality during the time said municipality is in default on any contribution or payment to the Commission. During the existence of such default, the vote or votes of such Member shall not be counted for the purposes of this Agreement.

Section 8. All official actions of the Commission must receive two-thirds (2/3) of all authorized votes cast on that issue at a duly constituted meeting of the Commission and the affirmative vote of five directors. Abstentions shall not be considered authorized votes cast.

#### VII. EFFECTIVE DATE; MEETINGS; ELECTION OF OFFICERS

Section 1. A municipality may enter into this Agreement by resolution of its council and the duly authorized execution of a copy of this Agreement by its proper officers. Thereupon, the

clerk or other appropriate officer of the municipality shall file a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution, with the Office of the NSCC. The resolution authorizing the execution of the Agreement shall also designate the director and the alternate for the municipality on the Commission, along with said director's and alternate's address, and home and work phone numbers.

Section 2. This Agreement and any amendments thereto are effective on the date when executed agreements and authorizing resolutions of five of the municipalities named in Article V, Section 1 have been filed as provided in this Article.

Section 3. Officers of the Commission shall be elected annually for one year terms. Officers shall be limited to two consecutive terms in a given office.

#### VIII. POWERS AND DUTIES OF THE COMMISSION

Section 1. The powers and duties of the Commission shall include the powers set forth in this Article.

Section 2. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the organization. The Commission may not contract for the purchase of real estate without the prior authorization of the member municipalities. Any purchases or contracts made shall conform to the requirements applicable to Minnesota statutory cities.

Section 3. The Commission shall assume all authority and undertake all tasks necessary to coordinate, administer, and

enforce the Franchise of each Member except for that authority and those tasks specifically retained by a Member.

Section 4. The Commission shall continually review the operation and performance of the cable communications system of the Members and prepare and submit annual reports to the Members.

Section 5. The Commission shall undertake all procedures necessary to maintain uniform rates and to handle applications for changes in rates for the services provided by the Grantee.

Section 6. The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose. It may employ such other persons as it deems necessary to accomplish its powers and duties. Such employees may be on a full-time, part-time or consulting basis, as the Commission determines, and the Commission may make any required employer contributions which local governmental units are authorized or required to make by law.

Section 7. The Commission may conduct such research and investigation and take such action as it deems necessary, including participation and appearance in proceedings of State and Federal regulatory, legislative or administrative bodies, on any matter related to or affecting cable communication rates, franchises, or levels of service.

Section 8. The Commission may obtain from Grantee and from any other source, such information relating to rates, costs and

service levels as any member is entitled to obtain from Grantee or others.

Section 9. The Commission may accept gifts, apply for and use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

Section 10. The Commission shall make an annual, independent audit of the books of the Commission to be made and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for examination by the Members at all reasonable times.

Section 11. The Commission may delegate authority to its executive committee. Such delegation of authority shall be by resolution of the Commission and may be conditioned in such a manner as the Commission may determine.

Section 12. The Commission shall adopt By-Laws which may be amended from time to time.

Section 13. The Commission shall assume all responsibility for community cable television programming within or for the geographic area of the Member cities of the Commission as more specifically delegated to the Commission from each Member pursuant to the terms and conditions of "A Resolution Transferring Community Television Programming Responsibilities from Group W Cable of the North Suburbs, Inc., d/b/a Cable T.V. North Central." Should any Member withdraw from the Commission as of the date of any renewal of the Cable Television Franchise

Ordinance, or in any year thereafter, the withdrawing Member shall assume all responsibility for community cable television programming within or for the geographic boundaries of the withdrawing municipality, as more specifically delineated in Article XI, Sections 2 or 3 of this Agreement.

Section 14. The Commission may designate an entity or entities to perform any functions the Commission deems necessary relative to the Commission's responsibility for community programming. The Commission may provide funds, support services, and the use of equipment and property to the designated entity, provided that title to all equipment and property shall not pass to the designated entity without the prior approval of all directors.

#### IX. OFFICERS

Section 1. The officers of the Commission shall consist of a chair, a vice-chair, a secretary and a treasurer.

Section 2. A vacancy in the office of chair, vice-chair, secretary or treasurer shall occur for any of the reasons for which a vacancy in the office of a director shall occur. Vacancies in these offices shall be filled by the Commission for the unexpired portion of the term.

Section 3. The four officers shall all be members of the executive committee.

Section 4. The chair shall preside at all meetings of the Commission and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5. The secretary shall be responsible for keeping a record of all of the proceedings of the Commission and executive committee.

Section 6. The treasurer shall be responsible for custody of all funds, for the keeping of all financial records of the Commission and for such other matters as shall be delegated by the Commission. The Commission may require that the treasurer post a fidelity bond or other insurance against loss of Commission funds in an amount approved by the Commission, at the expense of the Commission. Said fidelity bond or other insurance may cover all persons authorized to handle funds of the Commission.

Section 7. The Commission may appoint such other offices as it deems necessary. All such officers shall be appointed from the membership of the Commission.

#### X. FINANCIAL MATTERS

Section 1. The fiscal year of the Commission shall be the calendar year.

Section 2. Commission funds may be expended by the Commission in accordance with the procedures established by law for the expenditure of funds by Minnesota Statutory Cities. Orders, checks and drafts must be signed by any two of the officers. Other legal instruments shall be executed with authority of the Commission, by the chair and treasurer. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.

Section 3. The financial contributions of the Members in support of the Commission shall be in direct proportion to the percent of annual revenues of each Member to the total revenues of the System for the prior year multiplied by the Commission's annual budget. The annual budget shall establish the contribution of each Member for the ensuing year and a timetable for the payment of said contribution. The remainder of any franchise fee paid to the Member by Grantee shall be used for cable-related expenses.

Section 4. A proposed budget for the ensuing calendar year shall be formulated by the Commission and submitted to the Members on or before August 1. Such budget shall be deemed approved by a Member unless, prior to October 15, preceding the effective date of the proposed budget, the Member gives notice in writing to the Commission that it is withdrawing from the Commission. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before November 1 of each year.

Section 5. Any Member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory Cities.

#### XI. DURATION

Section 1. The Commission shall continue for an indefinite term unless the number of Members shall become less than five.

The Commission may also be terminated by mutual agreement of all of the Members at any time.

Section 2. In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the secretary by October 15 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of the withdrawal. Prior to the effective date of withdrawal a notice of withdrawal may be rescinded at any time by a Member. If a Member withdraws before dissolution of the Commission, the Member shall have no claim against the assets of the Commission. A Member withdrawing after October 15 shall be obligated to pay its entire contribution for the ensuing year as outlined in the budget of the Commission for the ensuing year.

Section 3. Should any Member withdraw from the Commission as of the date of any renewal of the Cable Television Franchise Ordinance, or in any year thereafter, the withdrawing member shall assume the responsibilities for community programming within and for the geographic boundaries of the withdrawing municipality as described in Article VIII, Section 13 herein. For the years following withdrawal pursuant to this section and so long as the "Resolution Transferring Community Television Programming Responsibilities" is effective, the withdrawing municipality shall receive from the Commission at the time of receipt by the Commission of the quarterly programming monies

from the cable company an amount of money equal to the withdrawing municipality's pro rata share of the quarterly programming monies. Pro rata shall mean that percentage which the municipality would have had of the total votes of the Commission, had all ten municipalities remained members of the Commission. Additionally, the withdrawing municipality shall receive a pro rata share of any portion of the \$650,000 payment made to the Commission which the Commission has not specifically designated for the repair or replacement of equipment or facilities.

Section 4. In the event of dissolution, the Commission shall determine the measures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement. Upon dissolution of the Commission all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Members in proportion to the most recent Member-by-Member breakdown of the franchise fee as reported by the Grantee. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs but for no other purpose. After dissolution, all initial Members of the Commission shall receive their pro rata share of any quarterly annual and lump sum payments made by the cable company pursuant to "A Resolution Transferring Community Television Programming Responsibilities."

IN WITNESS WHEREOF, the undersigned municipality has caused this Agreement to be signed on its behalf this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

WITNESSED BY:

\_\_\_\_\_ of \_\_\_\_\_

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

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

Filed in the office of the NSCC this \_\_\_\_ day of \_\_\_\_\_, 1990.

PREPARED BY:

Thomas D. Creighton, for  
BERNICK AND LIFSON, P.A.  
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