

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
May 4, 2015
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

--Recognition of National Police Week

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 or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. April 13, 2015 City Council Workshop Meeting Minutes
2. April 20, 2015 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes
 - Parks and Recreation Commission, March 24, 2015
 - Economic Development Authority, April 6, 2015
 - Environmental Quality Committee, April 27, 2015
4. Verified Claims
5. Purchases

6. Authorize Purchase of Street Light Materials for 2015 Street Light Replacements, CP 15-04 and Street Reconstruction, CP 15-01
7. Extend Tree Removal Contract for 2015
8. Text Amendment—Section 212
9. Comprehensive Sign Plan, 1025 Tomlyn Avenue
10. Approval of Quote—Tennis/Basketball Court Resurfacing
11. Code Amendment—Exhibit B, Cable Franchise Application Fee
12. Approval of Quote—Rice Creek Park Building Repair

PUBLIC HEARING

GENERAL BUSINESS

13. Major Subdivision—Preliminary Plat, 244-273 Grand Avenue/244 Owasso Blvd. N.
14. Agreements related to Quiet Zone Railroad Improvements
 - A. GO Bond Agreement—State of Minnesota
 - B. Canadian Pacific Rail Agreement

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

*** Denotes items that require four votes of the City Council.**

**SHOREVIEW CITY COUCNIL WORKSHOP MEETING
MINUTES
April 13, 2015**

ATTENDEES:

City Council: Mayor Martin; Councilmembers Quigley, Wickstrom, Johnson and Springhorn

Staff: Terry Schwerm, City Manager
Tom Simonson, Assistant City Manager/Community Development Director
Mark Maloney, Public Works Director
Fred Espe, Finance Director
Rebecca Olson, Assistant to the City Manager

Facilitator: Dave Unmacht

CALL TO ORDER

Mayor Martin called the meeting to order at 5:30 p.m.

ROLL CALL

All Council members were present.

REVIEW OF PROCESS AND 2013 GOALS

Dave Unmacht reviewed the process that would be used to facilitate the strategic planning session. He went through the major priorities that were established at the last goal-setting session in 2013.

- I. Financial Stability
- II. Community Facilities
- III. Economic Development
- IV. Community for all Ages

Unmacht then reviewed with Council the strategy of each priority and whether that strategy should remain as is or be updated.

- I. Financial Stability – *Continuously work to maintain and further improve the long term financial stability of the City.*
- II. Community Facilities – *Update and expand public facilities, parks, and trails to enhance the City’s quality of life and provide “community for all ages”.*

- III. Economic Development – *Improve the environment for business expansion, redevelopment and neighborhoods through outreach efforts and selected financial participation.*
- IV. Community for all Ages – *Continue to develop Shoreview as a “community for all ages” that provides housing choices, public amenities, services and resources for all residents regardless of their age.*

COUNCIL GOAL SETTING AND PRIORITIZATION

After a lengthy discussion, Council identified the following items as priorities:

- I. FINANCIAL STABILITY:
 - Community Investment Fund
 - Street Renewal Fund
 - Legislative Advocacy (Street Improvement Funding)
 - Accelerate MSA work
 - Maintain Reserve levels
 - Seek/Explore creative financing (grants)
 - Rating Agency Recommendations
- II. COMMUNITY FACILITIES
 - Need to re-word the strategy
 - Community Center
 - Park Renovations- reevaluate park facilities in new era
 - Shoreview Commons Master Plan
 - Future of Ice Arena
 - Innovative Programming – citizen uses, recreational facilities in new era
 - Metrics- assess usage of facilities
- III. ECONOMIC DEVELOPMENT
 - Need to re-word strategy – add “retention”
 - Rice Street bridge
 - Monitor Rice Creek Commons
 - Focus – Public transit, improve to business
 - New proposal – Shoreview corporate center
 - Add the EDA work plan – town center, Shoreview mall, etc.
- IV. COMMUNITY FOR ALL AGES
 - Expand “for all” – (sustainability)
 - Demographics

- Shoreview Hills – multi-family housing redevelopment, housing grants
- Sustainability culture- community values (core)
- Mission – citizen Academy, succession planning
- Explore healthy community – wellness
- Code enforcement

The Council also discussed the need for communication – to share these goals/priorities with staff, and future ideas.

Dave Unmacht indicated that he would work with City Manager Schwerm and staff to refine these priorities and put them into a more readable document.

The meeting adjourned at 9:25 pm.

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
April 20, 2015**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on April 20, 2015.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

The following Councilmembers were present: Mayor Martin; Councilmembers Johnson, Quigley, Springhorn and Wicksrom.

Staff Present: City Manager Terry Schwerm
 Finance Director Fred Espe
 Public Works Director Mark Maloney
 Assistant to City Manager Rebecca Olson

Others Present: City Attorney Joe Kelly

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Johnson to approve the April 20, 2015 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

Recognition of Human Rights Commission Essay Contest Winners

Shoreview Human Rights Commissioner Lisa Wedell-Ueki, Co-Chair, stated that each year the Commission participates in the statewide Minnesota Human Rights Commission Essay Contest. This year sixth, seventh and eighth graders submitted essays that show at least two examples of how language results in the violation of or the protection of human rights. The purpose of the essay was to identify such a message, who it affects, and how it affects people. Participants were encouraged to use references to the U.S. Constitution, Bill of Rights, or United Nations Declaration of Human Rights. Top place winners are eligible to win \$400, \$300 or \$200 in

prizes in the State-wide contest. This year the Shoreview Human Rights Commission received four essays that will be sent to the state competition. The Commission chose two essays to recognize.

Mayor Martin presented certificates and prizes to the two chosen winners:

2nd Place Neha Sriram
1st Place Lucy Chen

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

The City website now has a section on volunteer opportunities in the community.

Northeast Youth and Family Services Leadership Lunch will be May 6, 2015, at Midland Hills. The speaker will be Minnesota Health Commissioner Ed Ellinger.

Twin Cities in Motion organizes the Medtronic Twin Cities Marathon and is now organizing a *Finisher Shirt Friday* event. Cities are encouraged to participate by submitting a photo on twitter.

Councilmember Johnson:

The Ramsey County Sheriff's Department will host a Citizen's Academy, Thursday, May 21, 2015. Applications will be taken until May 11, 2015. Anyone interested is welcome to participate.

The Economic Development Commission will host a small business workshop on May 14, 2015, that will focus on *Recruitment and Retention of Employees*. The event is free.

The Shoreview Business Exchange will occur on June 4, 2015, at the Hilton Garden Inn from 4:00 to 6:00 p.m.

Councilmember Quigley:

Reminder to residents to read the summer issue of *ShoreViews* that was recently published. There is a wide variety of regional and community information in it.

Councilmember Wickstrom:

Thank you to the Shoreview Northern Lights Variety Band for a great concert on April 18th.

The application form for the Shoreview Green Community Award is available on the City website. She encouraged residents to apply who use native plants, rain gardens or have made energy efficient changes to their home.

Councilmember Springhorn:

Nomination forms for the Shoreview Caring Youth Award is available on the City website. Nominations are due by May 20, 2015.

The Shoreview Historical Society will recognize the Heritage Family of the Year Sunday, April 26, 2016, at Incarnation Lutheran Church, 3:00 to 5:00 p.m. The family chosen this year is the descendants of Eric and Louise Nord.

CONSENT AGENDA

Mayor Martin noted that as the City has two attorneys with the name Kelly, the minutes should differentiate which attorney is present at the meeting.

Councilmember Wickstrom suggested that under *Roll Call* staff and others present be listed.

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to adopt the Consent Agenda for April 20, 2015, and all relevant resolutions for item Nos. 1 through 10:

1. April 6, 2015 City Council Meeting Minutes, as corrected
2. Monthly Reports:
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation
3. Verified Claims in the Amount of \$704,390.06
4. Purchases
5. License Applications
6. Award of Quote - Fitness Bikes
7. Approve Replacement of City Server Networking Equipment
8. Developer Escrow Reductions
9. Approval of Fireworks Display for *Slice of Shoreview*
10. Approve Plans and Specifications and Authorize Bidding - Turtle Lane Neighborhood and Schifsky Road Reconstruction, CP 15-01

ROLL CALL: Ayes - 5 Nays - 0

GENERAL BUSINESS**APPROVAL OF DECEMBER 31, 2014 INTERFUND TRANSFERS AND LOANS****Presentation by Finance Director Fred Espe**

Interfund transfers and loans are a part of the year-end closing process. In 2014, revenues exceeded the budget by \$751,300. Significant items that contributed to this overage are:

Property taxes	\$139,117 - (under) due to abatements, although tax collection remains above 99% (under)
License and Permits	\$303,533 (over)
Intergovernmental revenue	\$385,797 (over)
	(State Fire Aid accounted for \$320,917 of this amount - the City receives the aid that is then remitted to the Lake Johanna Fire Department)
Charges for services	\$ 48,946 (over) due to plan check fees
Earnings on investments	\$152,442 (over) due to market value adjustment

Expenditures exceeded budget by \$73,759 in 2014. Items contributing to this overage include:

General Government	\$141,901 (under) due to open staff positions
Public Safety	\$326,524 (over)
	(State Fire Aid of \$320,917 accounts for most of this amount.)
Public Works	\$83,331 (under) due to open staff positions
Parks and Recreation	\$35,617 (under) due to program staff costs
Community Development	\$ 8,084 (over) due to electrical inspection services

Expenditures would be under budget by \$247,000 if the City were not required to account for the State Fire Aid.

Councilmember Quigley noted the large overages for permits and licenses and for investment earnings. City Manager Schwerm explained that revenue from permits and licenses is budgeted conservatively to allow flexibility since the timing of development is often hard to predict several months before development is ever proposed.

Mr. Espe further explained that state statutes limit investments. Most City investments are fixed income government securities with a stated fixed rate of interest. However, if at year end an investment of \$500,000 is at a market value of \$510,000, accounting standards require recognition of the gain or loss of market value. Mr. Schwerm added that the City always holds investments to maturity and therefore the City never experiences “losses” in its investment portfolio. However, at one fixed date at the end of the year, market value of the investment could show gains or losses.

In 2009, the City Council adopted a General Fund Balance Policy with two components:

- A working capital designation equal to 50% of the ensuing year's general fund property tax levy and levy-based state aids. This is because 70% of the City's General Fund revenue is taxes, which are paid in June and December. The City needs funds on hand for cash flow needs through the end of June.
- An Unanticipated Expenditure Designation of 10% of the ensuing year's general fund expenditures for unanticipated costs or revenue declines.

The working capital designation for 2015 is \$3,486,668, or 50% of the General Fund tax levy; and \$960,730 for the unanticipated expenditure designation, or 10% of the 2016 General Fund expenditures.

The Fund Balance Policy states a maximum fund balance to be maintained. Any surplus is to be transferred out. The total transfer for 2014 is \$533,749. Staff recommends this amount be put into the Closed Debt Service Fund to assist with future debt service levies, or it could be redirected to another Capital fund by the Council.

The 2014 transfers are for:

- Fund closings
- Debt funding
- Capital funding
- Operating transfers
- General fund balance policy

There is one interfund loan providing funding for a temporary cash deficit consistent with Council action. TIF District No. 1 loaned \$863,737.87 to the Owasso Street Realignment project. The loan will be repaid with interest at the average rate of return on the City's investment portfolio.

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to approve the interfund transfers and inter-fund loans outlined in the attached report for the year ended December 31, 2014.

ROLL CALL: Ayes: Johnson, Quigley, Springhorn, Wickstrom, Martin
Nays: None

APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE BIDDING - WATER SYSTEM IMPROVEMENTS - WATER TREATMENT PLANT, CP 14-02

Presentation by Public Works Director Mark Maloney

The City's water system of pumping raw ground water meets all federal and state primary drinking water health standards. However, levels of iron and manganese have increased to the point that water color, taste and staining have become issues. Although the City flushes the

water system twice a year, the water is not treated and the City does receive complaints. The proposed water treatment system will reduce levels of iron and manganese in the City's water.

In December 2013, the City Council authorized the firm AE2S to complete a Preliminary Design Report for a Water Treatment Plant. A Preliminary Design Report was presented to the Council September 8, 2014. On November 3, 2014, the Council authorized design services with AE2S. An overview of the interior and exterior design was presented to the Council on January 12, 2015. The Planning Commission reviewed the Site and Building Plan at its March 24, 2015 meeting; the Council approved it at the April 6, 2015 Council meeting.

All wells will be piped to the water treatment plant where raw water will run through a gravity filter. Chlorine and fluoride will then be added before returning to the water system. The plant will leverage use of the existing booster station and reservoir, which reflects in a significantly lower cost for this size water treatment plant. Exterior building materials will match other buildings in the Commons area.

Councilmember Wickstrom asked if Well No. 6, which is located separately from the other five wells, will be a backup. She also asked if the decorative blue will be the same aqua blue as on other buildings. Mr. Maloney stated that it will be used in the same rotation as the wells and piped directly to the water treatment plant. There will be a shut-off valve if there is a need to bypass the treatment plant for any backup or emergency purpose. City Manager Schwerm added that the teal blue color that was originally used at the Community Center is gradually being phased out. It was suggested that the blue might be better if it tied into the City's logo.

Estimated project costs for the Water Treatment Plant are broken down as follows:

Construction	\$10,070,000
Contingencies	500,000
Engineering Services - design	\$ 940,000
Engineering Services - construction	<u>530,000</u>
Total Estimated Cost:	\$12,040,000
Raw Water Pipeline from Well No. 6	500,000 (separate project)
 Total Estimated Project Cost:	 \$12,540,000

This estimated total project cost is approximately 10% higher than the estimate in the Preliminary Design Report of \$11.2 million. This is because during the final design, it was determined that upgrades and replacements are needed for the booster station, underground reservoir and Well No. 2. Other items that resulted in this increase include enhanced architectural design and higher cost for concrete. These additions add more than \$1 million to the original estimate of \$11.2 million.

The project is to be funded from the City's Water Fund, which includes 20-year bonds to be issued in 2015 and 2016 for project costs with any other water related projects. Water rate adjustments are included in the City's current 5-year operating budget for the bond payment.

Project Schedule:

Council approval for Plans and Specifications	April 20, 2015
Pre-bid Meeting	May 5, 2015
Bid Date	May 21, 2015
Council Award Contract	June 1, 2015
Construction Start	July 2015
Substantial Completion/Startup	December 2016
Final Completion	March 2017

Mayor Martin asked if competitive bids are expected. **Grant Meyer, Project Manager at AE2S**, responded that there are specialized contractors who have the expertise and capacity for this type of project. It is a good time to bid and contractors are already calling to find out when bidding will be open.

Councilmember Wickstrom asked if the bidding could be in two phases--one for the building and one for the interior engineering equipment. **Mr. Meyer** stated that because so much of the interior mechanical process is integral to the building, it makes more sense for the building and interior to be done together.

Mayor Martin noted the water contamination the City of New Brighton is experiencing from the Twin Cities Army Ammunition Property (TCAAP). She asked if there is a possibility Shoreview could be impacted. Mr. Maloney stated that after specific tests were conducted, the chemical compound contaminant found in New Brighton's water supply was not detected in Shoreview's water supply.

Councilmember Quigley asked about the possibility of selling water from the new water treatment plant. Mr. Maloney stated that the final design includes equipment for bulk water sales to purchasers not hooked up to the City water system. There are a number of businesses in Shoreview that need large quantities at one time.

Mayor Martin asked if businesses need treated water for such things as landscaping and irrigation and if it is more expensive. Mr. Maloney stated that bulk sales would be treated water, but it would be in such small quantities that there would be little price difference between raw and treated water.

Councilmember Johnson stated that it is her understanding that the high cost of concrete is partly due to the new stadium being built in Minneapolis. She asked what risk there would be to holding off with construction for a year in the hope prices would be lower. Mr. Maloney answered that holding off would assume the price of concrete would decrease. The risk is that other components could become an issue, such as the price of steel or electronics.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Johnson to adopt Resolution No. 15-24 approving plans and specifications for the Water System Improvements - Water Treatment Plant, City Project 14-02; and ordering the taking of bids on Thursday, May 21, 2015 at 10:00 a.m., at the Shoreview City Hall.

ROLL CALL: Ayes: Quigley, Springhorn, Wickstrom, Johnson, Martin
Nays: None

ADJOURNMENT

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to adjourn the meeting at 8:10 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE ___ DAY OF _____ 2015.

Terry Schwerm
City Manager

**PARKS AND RECREATION COMMISSION
MINUTES
MARCH 24, 2015**

CALL TO ORDER

Parks and Recreation Commission Chair Desaree Crane called the March 24, 2015 meeting of the Parks and Recreation Commission to order at 7:00 PM.

ROLL CALL

Commission Members Present: Desaree Crane, Carol Jauch, Catherine Jo Healy, Linda Larson, Athrea Hedrick, Craig John, and Tom Lemke

Members absent: Charlie Oltman, Sarah Bohnen

Others Present: Terry Schwerm, City Manager

APPROVAL OF MINUTES

Jauch moved, seconded by Hedrick, approval of the January 22, 2014 minutes. Motion was unanimously 7-0. Crane then moved, seconded by Larson, approval of the February 26, 2015 minutes. Motion was approved 7-0.

ATHLETIC ASSOCIATION AND FIELD PRIORITY

Schwerm presented a report prepared by Recreation Program Supervisor Jeremy Bailey regarding applications that had been received for field priority from four youth athletic associations. The associations included Shoreview Area Youth Baseball, North Suburban Soccer Association, Mounds View Area Youth LaCrosse Association, and the Mounds View Softball Association. All of these youth athletic associations have met the requirements for priority use of the City's athletic fields. Some of the requirements include serving a minimum of 40 Shoreview residents, providing a training program and background checks for coaches, and providing a certificate of insurance naming the City as an additional insured. Staff recommends that the Commission recognize the four associations for priority field use.

Healy moved, seconded by Hedrick, that the Parks and Recreation Commission recognize the following associations for priority field use:

- Shoreview Area Youth Baseball
- North Suburban Soccer Association
- Mounds View Area Youth LaCrosse Association
- Mounds View Softball Association

Motion was approved 7-0.

STAFF REPORT

Schwerm reported that March is a transition month for the Parks and Recreation Department. He said that maintenance crews are switching from winter to spring activities; and recreation programs are moving from winter to spring sessions.

He also noted that new park signs had been installed at Rice Creek Fields, Sitzer Park, and Commons Park. These three parks all have brick or stone bases where the signs are mounted to them. Additional park signs will be installed at Lake Judy and Ponds parks, and the Hamline Nature Preserve once the ground thaws.

He also told the Commission that a new toddler climbing structure had been installed in the indoor playground in 2014 and that they were planning on replacing the climbing ropes, which are no longer used, with a skywheel system in 2015. The skywheel system is the new standard in indoor playgrounds and allows children to move through an area by gripping wheels that are mounted to the roof of the activity (similar to monkey bars on a playground). He also noted that the Community Center was expected to add at least \$65,000 to their general fund balance in 2014.

Finally, Schwerm reported that the Summer Discovery program has already been filled for the 2015 season. Approximately 260 youth will be participating in the program this summer.

COMMISSION REPORTS

Commissioner Tom Lemke suggested that the Parks and Recreation Department explore hosting a free "Park Day" that would have various activities and possibly sports clinics occurring in several parks throughout the City on one day. He asked that this be considered for either late 2015 or 2016.

ADJOURNMENT

There being no further business before the Commission, Lemke moved, seconded by John, that the meeting be adjourned at 7:40 PM. Motion adopted unanimously.

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
April 6, 2015**

CALL TO ORDER

President Emy Johnson called the meeting to order on April 6, 2015 at 5:00 p.m.

ROLL CALL

The following members were present: President Emy Johnson and Board Members Sue Denkinger, Sandy Martin, Shelly Myrland and Terry Quigley.

Also attending this meeting:

Tom Simonson	Asst. City Manager/Community Development Director
Kathleen Castle	City Planner
Niki Hill	Economic Development and Planning Associate
Kirstin Barsness	EDA Consultant

APPROVAL OF AGENDA

MOTION: by Quigley, seconded by Denkinger, to approve the April 6, 2015 agenda as submitted.

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

APPROVAL OF MINUTES

MOTION: by Quigley, seconded by Myrland, to approve the March 2, 2015 meeting minutes as submitted.

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

FINANCES AND BUDGET

Simonson noted the invoice for annual insurance coverage for the EDA that was paid in January. Xceligent is the software database that the City joined in order to obtain real estate information.

Quigley asked if payment to the Greater Metropolitan Housing Corp for Housing Resource Services is the same. Simonson answered that the amount has not changed. The amount paid is close to the amount collected in rent for their use of space.

MOTION: by Quigley, seconded by Denkinger to accept the monthly EDA Financial Reports through February 28, 2015, and approve the following payment of claims and purchases:

1. League of MN Cities Ins Trust (Annual Installment-Prop/Liab Ins) \$1056.92
Fund 240 (Date Paid: 1/29/15)
2. Xceligent (2015 Annual License) \$2232.50
Fund 240 (Date Paid: 2/2/15)
3. Hill, Nicole (Mileage Reimbursement/Conference) \$11.27
Fund 240 (Date Paid: 2/12/15)
4. Hill, Nicole (Mileage Reimbursement/MN Public Finance) \$31.98
Fund 240 (Date Paid: 2/12/15)
5. MNCAR (Shoreview Affiliate Membership) \$210.85
Fund 240 (Date Paid: 2/12/15)
6. Hill, Nicole (Reimbursement of EDC Meeting Supplies) \$26.83
Fund 240 (Date Paid: 2/19/15)
7. Barsness, Kirstin (ED Consulting - February 2015) \$2232.50
Fund 240 (Date Paid: 2/23/15)
8. Allen, Deanne (EDA Minutes - 2/9/2015) \$200.00
Fund 240 (Date Paid: 2/26/15)
9. Panino's (EDA Meeting Supplies) \$136.23
Fund 240 (Date Paid: 2/26/15)
10. Greater Metropolitan Housing Corp TC (2015 Housing Resource Services) \$12,000
Fund 241 (Date Paid: 2/17/15)

VOTE: Ayes - 5 Nays - 0

GENERAL BUSINESS

ACCEPTANCE OF EDA 2014 ANNUAL REPORT

Simonson presented the EDA 2014 Annual Report. Once accepted, it will be available to the public online, and copies are given to members of the Economic Development Commission, Planning Commission and City Council.

Johnson commended the report which highlights the amount of work done by staff and the EDA in the last year. She is also pleased that information about EDA work is posted on the website and published in the newspaper because it is important for residents to hear about the work that is being done.

Quigley noted the references to the SHINE Program in the report and stated that program is monitored through regular staff work. It is important to be clear when the SHINE program overlaps into EDA work. Simonson explained that services and programs relating to protecting housing stock and code enforcement have been shifted under the EDA because these activities fit within EDA housing goals.

MOTION: by Quigley, seconded by Myrland, to accept the 2014 EDA Annual Report.

VOTE: Ayes - 5 Nays - 0

DISCUSSION/REVIEW SHINE INSPECTION PROGRAM

Simonson reviewed the SHINE Program that was started in 2003. It is a proactive enforcement initiative to inspect property in residential neighborhoods regarding outside maintenance issues. At first, the program was thought to be too aggressive and there were many complaints. The emphasis has shifted to be more educational. Notices are sent to neighborhood residents in advance stating that outside maintenance will be inspected. After inspections the neighborhood is notified of the findings. Focus has been given to older single-family neighborhoods where more maintenance code violations occur. There is also the question of actions to take with noncompliance and whether the City should issue citations.

Martin noted that the Community Survey reflects 83% satisfaction with code enforcement in general. She added that when there is a problem house in the neighborhood, it is a bad situation. A property not kept up brings property values down and is difficult for neighbors to deal with.

Johnson expressed her appreciation for the level of commitment to keeping the City clean. She asked if residents ever call the City and request a SHINE inspection. Castle stated that the City receives calls almost daily on code complaints, especially in the summer. Simonson added that when that happens, a visual inspection is done with follow-up if necessary. He said that generally the public provides favorable feedback on the SHINE efforts, with the exception of a few each time that feel it is heavy-handed. We will occasionally get requests from residents aware of the SHINE to conduct one in their neighborhood.

Quigley stated that the garbage barrels have been an ongoing issue, especially if residents have small or single garages. Simonson agreed and stated that residents usually want to put their cars, recreational toys and equipment in first. If there is not room for the garbage barrel, it stays out. Castle added that there were 35 to 45 violations regarding garbage barrels within one SHINE neighborhood.

Mayor Martin stated that she receives calls on this issue frequently. Recently, one resident questioned even having this regulation on placement of garbage barrels because so few people abide by it. She noted that there is the option of putting garbage barrels along side of the house or garage. It is a matter of community will if the City wants to keep this regulation. She thanked staff for the information presented on what other communities are doing in regard to this issue.

Castle stated that approximately 61% of residential neighborhoods have been inspected through the SHINE Program. Staff plans to focus this spring on commercial property to try to address the issue of temporary signs in business districts. This issue has been discussed at length by the Planning Commission and the City Council.

Quigley noted that it is small businesses and retail who are the worst sign offenders, but they feel it's necessary to compete. While he supports using the SHINE Program for enforcement and compliance, he would like to see the City develop a more creative positive approach for small businesses.

Myrland stated that businesses are very touchy about their signs and feel the City is unfriendly if the signs are criticized. Castle agreed but stated that there are businesses with a proliferation of signs throughout the year. There is also an equity issue between those that comply with the rules and those that do not.

Denkinger stated that to effect change there needs to be an understanding of why businesses feel they need the signs they have. Then a decision needs to be made whether the City will enforce its regulation regarding temporary signs. Simonson acknowledged that some small businesses that are barely making it cannot afford a permanent sign, especially a digital message board. In order to compete in a mall location, they put out a banner that is not in compliance and it stays. These situations need to be reviewed. But it is important to note to the business community that while the City is enforcing illegal signs, the revised regulations now provide for electronic message center signs and more flexibility on the use of temporary banners so long as they receive a permit.

Myrland suggested approaching the property owner for enforcement. Mayor Martin agreed that may be a good approach as tenants pay extra for the signage and property owners are making money. She added that having some clout through administrative penalties would also make enforcement much easier.

It was the consensus of the Board to support the staff suggestion to apply the SHINE Program to commercial areas this spring and go back to selection of another residential neighborhood in the fall. Staff will further consider possible approaches to signage issues in light of the above discussion.

BRE TARGETED INVESTMENT STRATEGY DISCUSSION

Simonson reported that a face-to-face survey will be conducted with key BRE businesses to focus on specific information regarding future needs and expansion. At the same time, businesses will be informed about the special TIF/BRE opportunity that can be offered by the City. There will also be an online survey option to a wider group of local businesses. Survey information will be matched to the database of commercial properties in Shoreview to find out strengths and weaknesses, opportunities and challenges.

Barsness added that the survey information will help forecast future needs so the City can consider how to accommodate business growth. The information the City can access through MNCAR will be vital in determining where the redevelopment areas are located and who is currently using that space.

Simonson noted that a lot of growth occurs with feeder companies. Rice Creek Corporate Park has been filled with growing feeder companies. Older facilities like Deluxe are not sought after and may be outdated. The survey information will help the City find out where resources should be used for redevelopment.

A joint meeting with the Economic Development Commission and City Council will be scheduled to discuss the specific findings when the information is available.

UPDATES AND REPORTS

CITY SUPPORT OF JOB CREATION FUND APPLICATION

Simonson referenced a Council resolution to inform the EDA about an application to the Minnesota Job Creation Fund by a company looking to relocate and expand in Shoreview. It is anticipated that 200 jobs will be added to approximately 120 jobs already in the area. The prospect is considering a move to the mostly empty office building at 4000 Lexington and is planning extensive renovations. The Minnesota Job Creation Fund is a state assistance program, but a City resolution of support is required with the application.

Denkinger asked if the side street parking allowed for that building covers the amount of parking required. Simonson answered that the action recently taken to allow street parking gives the prospective company the amount of parking needed and was a big part of their decision

Mayor Martin stated that she is in conversation with the Governor's office about how to bring transit to Shoreview. This addition of 200 jobs could be an impetus for bringing transit along Lexington Avenue.

MOTION: by Quigley, seconded by Myrland for the EDA to support the City Council's Resolution of Support for the Job Creation Fund application.

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

PROMOTION OF HOUSING IMPROVEMENT AREA FINANCING TOOL

Simonson reported that a Housing Improvement Area (HIA) is a financing tool for townhome and condominium communities that have significant maintenance needs and a lack of proper fund reserves to cover the expenses. Creation of a HIA allows the City to bond for the work needed, such as new roofs or siding or other common area improvements, and assessing the cost back to homeowners. A workshop was held with home associations a couple of years ago regarding this program. One or two expressed interest, but there was no pursuit. This provision was scheduled to sunset, but it has been extended by the legislature. City Planner Castle has drafted a letter to send to home associations informing them of the extension of this tool by the State Legislature. Rather than holding a workshop, if any home association responds, staff will schedule a meeting and try to work with them directly.

Quigley asked if there is a way to get a better response from the associations. Simonson said the difficulty staff has found is that the association's that may be in the greatest need for financing are also less organized.

Mayor Martin suggested involving property management. Castle stated that Board officers and property managements will also be notified by letter of this financing tool.

RAINBOW FOODS PROPERTY/OPPIDAN DEVELOPMENT

Simonson reported that staff continues to have regular communication with Oppidan Development regarding the Rainbow site redevelopment. A recent inspection of the Rainbow building showed the building to be in good shape, which does not qualify it for TIF assistance. The developer now believes the building will most likely be reused because of its value. It would be several million dollars to tear it down and rebuild, and would create a gap in any project feasibility. There continues to be interested grocers who would use 30,000 to 40,000 square feet, but they are concerned about the tenant who would use the remainder of the building. There is also discussion about adding some retail services in the parking lot that may include a restaurant. He anticipates some proposals by summer.

RICE STREET REDEVELOPMENT/SHOREVIEW RETAIL CENTER

Simonson stated that the party developing the property on Rice Street in Vadnais Heights has purchased the small retail center in Shoreview plus two residential properties to the west. The senior housing previously proposed in Vadnais Heights is off the table but may be developed just south of I-694 in Little Canada.

Mayor Martin asked about the impact of the new intersection to this area. Simonson stated that any redevelopment will have to take into account planned highway and intersection changes.

RICE STREET/I-694 BRIDGE REPLACEMENT FUNDING REQUEST

Simonson reported two bills at the legislature, one in the House and a sister bill in the Senate to provide funding for the Rice Street interchange. The bills are in committee.

Mayor Martin stated that she spoke with State Representative Isaacson earlier in the day who stated that the only way this bill will pass is in a bonding bill, which is uncertain at this time.

ECONOMIC DEVELOPMENT COMMISSION

A small business workshop is tentatively being planned for May 14, 2015. A good panel of human resources people will discuss employee recruitment and retention. The next Business Exchange is planned for June 4, 2015.

ADJOURNMENT

MOTION: by Martin, seconded by Myrland to adjourn the meeting at 5:35 p.m.

VOTE: Ayes - 5 Nays - 0

DRAFT

Minutes ENVIRONMENTAL QUALITY COMMITTEE April 27, 2015 7:00 PM

1. CALL TO ORDER

The meeting was called to order at 7:04 pm.

2. ROLL CALL

Members Present: Paige Ahlborg, Tim Pratt, Lisa Shaffer-Schrieber,
Members Absent: Susan Rengstorf, John Suzukida, Lynne Holt, Dan Westerman
Staff Present: Tom Wesolowski, Neva Widner

3. APPROVAL OF AGENDA

The agenda was approved with one addition: Guest Speaker India Waller.

4. APPROVAL OF MEETING MINUTES – March 23, 2015

The minutes were approved with minor changes to spelling.

5. BUSINESS

- A. Guest Speaker: India Waller, East metro Community Coordinator with Conservation Minnesota. Conservation Minnesota is a bipartisan non-profit organization with priorities in clean lakes, removal of toxins from child products, and monitoring the appropriations of Legacy Amendment funds.
- B. Speaker Series 2015:
 - a. Review April 15th Speaker: Heather Holm, Author, Pollinators of Native Plants The Committee felt that it was well attended and provided fascinating information regarding the native pollinators and plants that they need to survive in urban environments.
 - b. Brainstorm topics for 2016 Speaker Series- Ongoing
- C. Workplan Tasks
 - a. Review Draft Annual Report
 - a. The Committee reviewed the draft annual report, could not vote because a quorum was not reached.
 - b. Consider Pollinator Resolution
 - a. The Pollinator Resolution will be included into the Annual Report as an appendix.
 - c. Green Community Awards
 - a. Tim and Paige volunteered to judge the applications, if other members are interested in judging they can contact Tim. Deadline is May 31st, Neva will distribute hard copies of the application in the City Hall lobby and work with other city staff to further publicize on social media. Neva and Tom will discuss 2014 solar projects with the building official to identify potential awardees.

- d. Meet with Council- June 8th Workshop
 - a. The EQC will need to meet June 1st to finalize the draft annual report before the June 8th workshop.

D. Newsletter Topics

- a. September/October Edition – brainstorm topics
 - a. 2014 included: Fall chores tips-(composting, raking, etc.), Every Lawn is a Lakeshore, Green community award winners, Aquatic Invasive Species Awareness, Fall Cleanup Day ad
 - b. Items discussed for 2015: Bee habitat information from Heather Holm’s presentation, outdoor fires with treated wood health concerns, and re-running some of the past years’ material.
 - c. Neva will look into using social media to ask the public what they are interested in to potentially direct future EQC articles.

E. Public Works Update

- a. Emerald Ash Borer Update
 - a. Two ash trees near Shamrock Park were identified EAB-positive this spring, the Minnesota Dept. of Agriculture did not identify any EAB positive samples in their spring sampling. The City is running the EAB-injection program again this year and residents are calling in to be added to the list.
- b. Tree Sale
 - a. The city wrapped up the annual tree sale last month with 68 total trees sold in 32 orders.
- c. Forestry Interns
 - a. Two interns were hired and will begin in late May. They will primarily be working on the EAB injection program.
- d. Cleanup Day- June 6th, fliers for the event were provided to the Committee,
- e. 2015 Construction Projects
 - a. Hanson/Oakridge Neighborhood Reconstruction: The contractor is working to finish the restoration of the areas that were not completed last year and is planning to complete all remaining work by the middle of May
 - b. The Turtle Lane/Schifsky Road Reconstruction and Water Treatment Plant are out to bid and bids will be opened in May with construction starting in June for both projects.
 - c. The City is coordinating with North Oaks on the construction of a concrete sidewalk on the east side of Hodgson Road from the Village Center entrance to Chippewa School. The project will bid in May and be constructed this summer.

F. Other

- a. Next regular meeting – **June 1, 2015** (Rescheduled due to Memorial Day holiday)
 - a. This meeting will primarily include finalizing the Annual report. Location will likely be in the Grass Lake Room in City Hall.

G. Adjournment

The Committee adjourned at approximately 8:18 pm.

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

Date	Description	
04/20/15	Accounts payable	\$22,884.71
04/23/15	Accounts payable	\$152,944.09
04/27/15	Accounts payable	\$21,603.08
04/30/15	Accounts payable	\$130,476.65
05/04/15	Accounts payable	\$79,324.73
Sub-total Accounts Payable		
04/30/15	Payroll 127959 to 127991 971932 to 972121	\$150,373.82
Sub-total Payroll		
TOTAL		\$ 534,722.37

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Springhorn		
Martin		

05/04/15

COUNCIL REPORT

Vendor Name	Description	FF	GG	00	AA	CC	Line Amount	Invoice Amt	
DOHRMANN, SHARON OR RICH	REFUND CLOSING OVRPYMT-5738 RIDGE CR RD	601	36190			003	\$18.81	\$18.81	
HOLDEN, MARK	REFUND CLOSING OVRPYMT-4700 LAURA LANE	601	36190			003	\$120.79	\$120.79	
LENDWAY, ROBERT	REFUND CLOSING OVRPYMT-5699 TURTLE LK RD	601	36190			003	\$36.28	\$36.28	
MENARDS CASHWAY LUMBER *MAPLEW	PAPER FOR CRACK FILLING	101	42200	2180		001	\$29.97	\$29.97	
MENARDS CASHWAY LUMBER *MAPLEW	PAPER FOR CRACK FILLING	101	42200	2180		001	\$39.96	\$39.96	
NORTHERN VALUE GROUP	REFUND CLOSING OVRPYMT-3286 RICHMOND AVE	601	36190			003	\$184.03	\$184.03	
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220		001	\$600.00	\$1,200.00	
		601	45050	3220		001	\$600.00		
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003	\$999.55	\$1,280.19	
		101	43710	3210			\$246.31		
		601	45050	3210			\$34.33		
U.S. BANK	2013B PAYING AGENT FEES	376	48200	6200			\$11.77		
		377	48200	6200			\$16.32		
		313	48100	6200			\$125.20	\$425.00	
		311	48130	6200			\$125.21		
		601	48300	6200			\$93.88		
		602	48300	6200			\$39.02		
		603	48300	6200			\$13.60		
U.S. BANK	2014A GO REF BONDS PAYING AGENT FEE	380	48200	6200			\$11.52		
		701	48130	6200			\$568.56		
		601	48300	6200			\$105.28		
		602	48300	6200			\$83.76		
		603	48300	6200			\$30.88		
WELLS FARGO BANK	2011A COP PAYING AGENT FEE	318	48500	6200			\$2,000.00		
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610			\$13,345.55	\$13,345.55	
XCEL ENERGY	BOOSTER STATION: ELECTRIC	601	45050	3610			\$187.88	\$187.88	
XCEL ENERGY	MAINTENANCE CENTER: GAS/ELECTRIC	701	46500	3610			\$1,958.27	\$2,914.78	
		701	46500	2140			\$956.51		
XCEL ENERGY	TRAFFIC SIGNAL: SHARED W/NORTH OAKS	101	42200	3610			\$41.71		
XCEL ENERGY	SURFACE WATER: ELECTRIC	603	45900	3610			\$100.36	\$100.36	
XCEL ENERGY	STORM SEWER LIFT STATION: ELECTRIC	603	45850	4890		003	\$98.52	\$98.52	
XCEL ENERGY	SIRENS: ELECTRIC	101	41500	3610			\$60.88	\$60.88	
Total of all invoices:								\$22,884.71	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A & L SUPERIOR SOD, INC	GRASS SEED	601	45050	2280		001		\$175.00	\$175.00
ADEN, ABDIKAFAR	AQUATICS - LEVEL 4	220	22040					\$38.13	\$38.13
ADVANCED ENGINEERING AND	WTP DESIGN CP14-02	454	47000	5910				\$109,290.00	\$109,290.00
ARAMARK REFRESHMENT SERVICES	COFFEE	701	46500	2183		003		\$351.79	\$351.79
ARZOBAL, VIRGINIA	FACILITY REFUND	220	22040					\$12.45	\$12.45
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: MAY 2015	101	20412					\$2,065.78	\$2,065.78
BALLARD, DANIELLE	FACILITY REFUND	220	22040					\$25.00	\$25.00
BENSON, MOLLY	FACILITY REFUND	220	22040					\$25.00	\$25.00
BRYNTESEN, MARY	PRESCHOOL SUPPLIES	225	43555	2170				\$21.25	\$21.25
CHANG, MAI	FACILITY REFUND	220	22040					\$25.00	\$25.00
DYNAMEX	DELIVERY TO EAGAN POST OFFICE 3-30-15	601	45050	3220		001		\$16.51	\$33.02
		602	45550	3220		001		\$16.51	
FERGUSON, D'ANGELA	FACILITY REFUND	220	22040					\$25.00	\$25.00
FRATTALLONES HARDWARE STORES	ZIP TIES	225	43510	3190		007		\$14.99	\$14.99
GENESIS EMPLOYEE BENEFITS INC	ADMINISTRATION FEE: FEBRUARY 2015	101	20416					\$369.60	
GENESIS EMPLOYEE BENEFITS INC	ADMINISTRATION FEE: MARCH 2015	101	20416					\$369.60	\$369.60
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 04-24-15	101	20431					\$704.53	\$704.53
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$42.50	
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
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	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	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.12	\$17.12
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.12	\$17.12
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.16	\$16.16
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.16	\$16.16
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.16	\$16.16
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.16	\$16.16
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.16	\$16.16
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.16	\$16.16
GRITTNER, MARGARET	8HR SMART DRIVER	220	22040					\$25.00	\$25.00
HAWKINS, INC.	POOL & WHIRLPOOL CHEMICALS	220	43800	2160		001		\$389.66	\$389.66
HAWKINS, INC.	POOL & WHIRLPOOL CHEMICALS	220	43800	2160		001		\$1,668.99	\$1,668.99
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$689.30	\$689.30
HILL, KIMBERLY	FACILITY REFUND	220	22040					\$25.00	\$25.00
JEPSON, MOLLY	FACILITY REFUND	220	22040					\$25.00	\$25.00
JESZWESKI, DEBRA	FACILITY REFUND	220	22040					\$25.00	\$25.00
JOHNSON, CHELSEA	FACILITY REFUND	220	22040					\$25.00	\$25.00
JONES, KELLY	FACILITY REFUND	220	22040					\$25.00	\$25.00
KOIVISTO, JAMIE	FACILITY REFUND	220	22040					\$25.00	\$25.00
LIFEGUARD STORE, THE	LIFE JACKETS	220	43800	2200		002		\$194.00	\$194.00
MCMASTER CARR SUPPLY CO	STEEL CARABINER CONNECTORS	220	43800	2240		003		\$366.46	
MINNESOTA DEPARTMENT OF HEALTH	TURTLE/SCHIFSKY RECON,CP15-01 PLAN REV	577	47000	5950				\$150.00	
NELSON, LAURA	FACILITY REFUND	220	22040					\$25.00	\$25.00
NORTHERN TOOL/BLUE TARP FINANC	TIE DOWN RACHET STRAPS	101	43710	2400				\$49.98	\$49.98
PETERSEN, RUTH	FACILITY REFUND	220	22040					\$25.00	\$25.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
PETERSON, LUCAS & AMANDA	LANDSCAPE/GARAGE 285 SNAIL LK RES 15-26	101	22020					\$1,250.00	
PLUMMASTER, INC	SHOWERHEADS/CONNECTORS/SLOAN COVERS	220	43800	2240		001		\$697.15	\$697.15
PLUMMASTER, INC	BAR SLIDE/GLIDE SLIDE	220	43800	2240		001		\$261.30	\$261.30
RAMM, ELIZABETH	FACILITY REFUND	220	22040					\$25.00	\$25.00
REID, CHARLES	FACILITY REFUND	220	22040					\$64.40	\$64.40
SEARS, STEPHANIE	AQUATICS - LEVEL 2	220	22040					\$61.50	\$61.50
ST. PAUL, YWCA	FACILITY REFUND	220	22040					\$100.00	\$100.00
SUPPLYWORKS	PAPER TOWELS/FLOOR CLEANER/FOAM SOAP	220	43800	2110				\$1,450.78	\$1,450.78
SUPPLYWORKS	BATH TISSUE/CAN LINERS/FOAM SOAP	220	43800	2110				\$399.88	\$399.88
THOLEN, CHRISTINA	FACILITY REFUND	220	22040					\$25.00	\$25.00
W S & D PERMIT SERVICE	PERMIT REFUND 2015-00425	101	32500					\$199.35	\$208.45
		101	20802					\$4.10	
		101	34850					\$5.00	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$998.17	\$1,072.80
		220	43800	2591		003		\$74.63	
WILLIAMS, FANNIE	FACILITY REFUND	220	22040					\$500.00	\$500.00
WINK, ANDY	FACILITY REFUND	220	22040					\$25.00	\$25.00
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610				\$560.31	
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610				\$13.87	\$13.87
XCEL ENERGY	WATER TOWER: ELECTRIC	601	45050	3610				\$60.81	\$60.81
XCEL ENERGY	COMMUNITY CENTER: GAS/ELECTRIC	220	43800	2140				\$6,859.77	\$20,914.83
		220	43800	3610				\$14,055.06	
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS	101	42200	3610				\$42.59	
XCEL ENERGY	WELLS: GAS/ELECTRIC	601	45050	3610				\$7,081.53	\$7,562.17
		601	45050	2140				\$480.64	
Total of all invoices:								\$152,944.09	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
AARP C/O RAY MURRAY	SMART DRIVER CLASS 04/14/2015	225	43590	3174		003	\$315.00	\$315.00
BIDNEY, MEGAN	REIMBURSEMENT/ELLIS LIFEGUARD BOOK	220	34710				\$46.67	\$50.00
		220	21810				\$3.33	
C & E HARDWARE	STREET LIGHT PAINT	604	42600	2180			\$12.99	\$12.99
KUSCHEL, JODEE	MILEAGE REIMB/MARCH MONTHLY MEETING	101	40500	4500		004	\$20.13	\$20.13
L'ALLIER CONCRETE, INC	CONCRETE REPAIR WATERMAIN 3449 CHANDLER	601	45050	3190		004	\$3,250.00	
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002	\$95.73	\$95.73
MATHESON TRI-GAS INC	OXYGEN	220	43800	2200		001	\$28.86	\$28.86
MINNESOTA METRO NORTH TOURISM	MARCH 2015 HOTEL/MOTEL TAX	101	22079				\$17,710.41	\$16,824.89
		101	38420				-\$885.52	
ORIENTAL TRADING COMPANY	FARMERS MARKET/SWIM LESSON SUPPLIES	225	43590	2174		001	\$20.45	\$65.44
		225	43520	2170		002	\$44.99	
QVALE, ERIK	REIMBURSEMENT/BIRTHDAY CAKE PURCHASE	220	43800	2591		002	\$14.99	\$14.99
SUPPLYWORKS	FLOOR CLEANER/SANDING SCREEN	220	43800	2110			\$199.80	
SUPPLYWORKS	CORD AND TERMINAL ASSEMBLY	220	43800	3890			\$88.00	\$88.00
YALE MECHANICAL INC	AHU REPAIR	220	43800	3810		003	\$637.25	\$637.25
Total of all invoices:								\$21,603.08

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
A-1 HYDRAULICS SALES & SERVICE	HYD FITTING FOR HAPRER SWEEPER	701	46500	2220		002	\$43.65	
AMERICAN ENGINEERING TESTING,	TURTLE/SCHIFSKY CP15-01 SOIL BORINGS	577	47000	5910			\$3,532.88	
BARSNESS, KIRSTIN	ECONOMIC DEVELOPMENT CONSULTING-APRIL	240	44400	3190		001	\$4,940.00	\$4,940.00
BAUER BUILT TIRE AND BATTERY I	TIRE REPAIR CROSSWINDS SWEEPER S2	701	46500	3190		001	\$49.00	\$49.00
BEISSWENGERS HARDWARE	PAINT FOR TREE PRUNING	101	43710	2240			\$31.45	\$31.45
BEISSWENGERS HARDWARE	SAWZALL BLADES AND RECIP BLADES	101	43710	2400			\$52.36	\$52.36
BEISSWENGERS HARDWARE	CAULK ANG GUN FOR RCF TOILET REPAIR	101	43710	2240			\$17.07	\$17.07
BEISSWENGERS HARDWARE	DRINKING FOUNTAIN REPAIR SUPPLIES	101	43710	2240			\$3.54	\$3.54
BEISSWENGERS HARDWARE	BALL FIELD SUPPLIES	101	43710	2240			\$9.69	\$9.69
BLACKBURN MANUFACTURING COMPAN	TURTLE/SCHIFSKY CP15-01 SURVEY SUPPLIES	577	47000	5920			\$142.53	\$142.53
BRYAN ROCK PRODUCTS	AG LIME FOR SOFTBALL/BASEBALL INFIELDS	101	43710	2260			\$1,204.23	\$1,204.23
CBIZ FINANCIAL SOLUTIONS, INC	QUARTERLY FEE	101	40210	3190		013	\$87.70	\$87.70
CDW GOVERNMENT, INC	CANON ROLLER KIT	101	40550	3860		004	\$60.96	\$60.96
CERTIFIED LABORATORIES	CLEANING SUPPLIES CC	220	43800	2110			\$116.47	\$116.47
EMBEDDED SYSTEMS INC	TROUBLESHOOT/INSPECT SIRENS 4 & 8	101	41500	3890			\$200.00	\$200.00
ESS BROTHERS & SONS INC.	MANHOLE REPAIRS AREA 49 AND 50	602	45550	3190		001	\$24,450.00	\$24,450.00
FACTORY MOTOR PARTS COMPANY	BATTERY FOR SKYJACK HIGHLIFT PLATFORM	701	46500	2220		002	\$434.44	\$434.44
FLEETPRIDE INC	HYD FITTING HARPER SWEEPER	701	46500	2220		002	\$11.07	\$11.07
GRAINGER, INC.	MARKING TAPE FOR TENNIS PRACTICE BOARDS	101	43710	2240			\$58.28	\$58.28
GRAINGER, INC.	DISPOSABLE RESPIRATORS	101	43710	2240			\$25.80	\$25.80
GRAINGER, INC.	LIGHT BULBS FOR BUILDING AT RCF	101	43710	2240			\$57.48	\$57.48
GRAINGER, INC.	MARKING PAINT FOR FIELDS	101	43710	2260			\$68.64	\$68.64
HARMON AUTO GLASS	TEMPERED GLASS FOR PARKING LOT LIGHTS	101	43710	2240			\$139.62	\$139.62
HILLCREST ANIMAL HOSPITAL	ANIMAL CONTROL - MARCH	101	41100	3190		003	\$348.68	\$348.68
HUGO EQUIPMENT COMPANY	MISC PARTS FOR WEED WHIPS	701	46500	2220		002	\$159.16	\$159.16
JARNOT, DENNIS	HANSON/OAKRIDGE CP14-01 MAILBOX DAMAGE	577	47000	5950			\$245.28	\$245.28
L T G POWER EQUIPMENT	FUEL SYSTEM REPOWER KIT ECHO POWER BROOM	701	46500	2220		002	\$23.28	\$23.28
LARSON COMPANIES	EQUIPMENT FILTERS	701	46500	2220		002	\$35.56	\$35.56
LILLIE SUBURBAN NEWSPAPERS INC	CUSTODIAN/FT JOB AD	101	40210	3360		002	\$516.00	\$516.00
LUBRICATION TECHNOLOGIES, INC	S1 GREASE	701	46500	2130		001	\$85.75	\$85.75
METRO PRODUCTS, INC	HARDWARE FOR NEW TENNIS PRACTICE BOARDS	101	43710	2240			\$243.97	\$243.97
MINNESOTA EQUIPMENT	MISC PARTS LANDPRIDE MOWER DECK	701	46500	2220		002	\$1,049.38	\$1,049.38
MINNESOTA EQUIPMENT	HYDRAULIC FILTER JD4210	701	46500	2220		002	\$85.56	\$85.56
MIRACLE RECREATION EQUIPMENT C	PLAYGROUND REPAIR PARTS	101	43710	2240			\$157.19	\$157.19
MTI DISTRIBUTING, INC	2 INCH BALL VALVE FOR IRRIGATION REPAIRS	101	43710	2240			\$59.68	\$59.68
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$235.46	\$235.46
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$110.23	\$110.23
NAPA AUTO PARTS	SMALL ENGINE OIL	701	46500	2130		001	\$47.88	\$47.88
NAPA AUTO PARTS	SMALL ENGINE OIL	701	46500	2130		001	\$32.44	\$32.44
NORTHERN ELECTRICAL CONTRACTOR	REPAIR SCOREBOARD CONNECTION RCF	101	43710	3190			\$131.75	\$131.75
NORTHERN ELECTRICAL CONTRACTOR	REPAIR LIGHT FIXTURE WEST SIDE PAVILION	101	43710	3190			\$125.00	\$125.00
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40210	2180			\$51.62	\$51.62
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010			\$61.85	\$79.52
		225	43520	2170		002	\$17.67	
OFFICE DEPOT	38A TONER/MOD OFFICE	101	40550	2010		002	\$179.98	
OFFICE DEPOT	GENERAL SUPPLIES	101	40800	2180			\$67.96	\$143.91
		101	40200	2010		002	\$55.96	
		101	40210	2180			\$19.99	
PRESS PUBLICATIONS	FT CUSTODIAN JOB AD	101	40210	3360		002	\$228.00	\$228.00
RAMSEY COUNTY	FLEET SUPPORT FEE - APRIL 2015	101	41100	3190			\$24.96	\$24.96
RAMSEY COUNTY	CAD SERVICES APRIL	101	41100	3190			\$1,546.45	\$1,546.45

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ALLEN, DEANNE	MINUTES - 4/20 CC	101	40200	3190		001		\$200.00	\$200.00
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$677.37	\$677.37
BRANDT BEISSEL, METRO ECSU -	FACILITY REFUND	220	22040					\$52.50	\$52.50
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 05-01-15	101	21720					\$8,862.08	\$8,862.08
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 05-01-15	101	20420					\$137.00	\$137.00
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/JAN STMT/15 @ \$6	307	44100	4890				\$90.00	\$90.00
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/FEB/MAR STMT/15@ \$6/2 MOS	307	44100	4890				\$180.00	\$180.00
DANCE COMPANY, HAPPY FEET	FACILITY REFUND	220	22040					\$525.00	\$525.00
DESSELLIER, TRISTEN	FACILITY REFUND	220	22040					\$25.00	\$25.00
ELLIS, ANNE	PASS REFUND	220	22040					\$163.53	\$163.53
FAEHN, SARA	ACTIVITY REFUND	220	22040					\$207.00	\$207.00
FLEMING, ANGEL	FACILITY REFUND	220	22040					\$121.50	\$121.50
GENESIS EMPLOYEE BENEFITS INC	VEBA CONTRIBUTIONS: 05-01-15	101	20418					\$5,805.00	\$5,805.00
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 05-01-15	101	20431					\$340.23	\$340.23
GREENE, TEANNA	FACILITY REFUND	220	22040					\$25.00	\$25.00
GRUNDTNER, COLLEEN	FACILITY REFUND	220	22040					\$25.00	\$25.00
HANOSKI, REBECCA	FACILITY REFUND	220	22040					\$25.00	\$25.00
HOFF, HEIDI	FACILITY REFUND	220	22040					\$25.00	\$25.00
HORIZON COMMERCIAL POOL SUPPLY	WHIRLPOOL PUMP REPAIR	220	43800	3810		007		\$150.00	\$150.00
HOULE, JESTINE	FACILITY REFUND	220	22040					\$25.00	\$25.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 05-01-15	101	21750					\$5,436.82	\$5,436.82
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 05-01-15	101	20430					\$955.00	\$955.00
IRONDALE YOUTH HOCKEY ASSOCIAT	REFUND EXCESS ESCROW: JULY-DEC 2014	803	22010					\$825.00	\$825.00
JOHNSON, BARBARA	FACILITY REFUND	220	22040					\$25.00	\$25.00
KADERBHAI, MUNIR	ACTIVITY REFUND	220	22040					\$16.00	\$16.00
KIEFER SWIM PRODUCTS	LANE LINES	220	43800	2200		002		\$1,599.75	\$1,976.41
		225	43520	2170		002		\$376.66	
LEE, KA	FACILITY REFUND	220	22040					\$25.00	\$25.00
LEIBOLD, TOM	SMART DRIVER (5/12)	220	22040					\$28.00	\$28.00
LEINUM, SHELLEY	MANTA RAY	220	22040					\$42.50	\$42.50
LINCK, VAN	MOUNT RUSHMORE	220	22040					\$15.00	\$15.00
LITZENBERG, ALLISON	ACTIVITY REFUND	220	22040					\$78.00	\$78.00
MCLAIN, LUKE	FACILITY REFUND	220	22040					\$25.00	\$25.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 05-01-15	101	20435					\$137.00	\$137.00
MINNESOTA DEPT OF HUMAN SERVIC	MARCH CLEANING	220	43800	3190		002		\$160.00	\$160.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 05-01-15	101	20420					\$35.00	\$35.00
MOTION PICTURE LICENSING CORP	MOVIE LICENSE	225	43590	3173		004		\$571.21	
MOUNDS VIEW YOUTH HOCKEY	REFUND EXCESS ESCROW: JULY-DEC 2014	803	22010					\$1,925.00	\$1,925.00
MRPA	SOFTBALL TEAM REGISTRATION ACCT#33123	225	43510	3190		001		\$399.00	\$399.00
NCPERS MINNESOTA	PERA LIFE INSURANCE: MAY 2015	101	20413					\$224.00	\$224.00
NORTHLAND CAPITAL FINANCIAL SE	FITNESS EQUIPMENT LEASE - APRIL 2015	220	43800	3960		005		\$1,388.62	\$1,388.62
ON SITE SANITATION INC	TOILET RENTAL FOR BUCHER PARK	101	43710	3950				\$251.43	\$251.43
ON SITE SANITATION INC	TOILET RENTAL FOR COMMONS PARK	101	43710	3950				\$251.43	\$251.43
ON SITE SANITATION INC	TOILET RENTAL FOR LAKE JUDY PARK	101	43710	3950				\$106.43	\$106.43
ON SITE SANITATION INC	TOILET RENTAL FOR MCCULLOUGH PARK	101	43710	3950				\$167.86	\$167.86
ON SITE SANITATION INC	TOILET RENTAL FOR RICE CREEK FIELDS	101	43710	3950				\$51.79	\$51.79
ON SITE SANITATION INC	TOILET RENTAL FOR SHAMROCK PARK	101	43710	3950				\$346.08	\$346.08
ON SITE SANITATION INC	TOILET RENTAL FOR BOBBY THEISEN PARK	101	43710	3950				\$106.43	\$106.43
ON SITE SANITATION INC	TOILET RENTAL FOR WILSON PARK	101	43710	3950				\$251.43	\$251.43
ON SITE SANITATION INC	TOILET RENTAL FOR SNAIL LAKE SCHOOL	101	43710	3950				\$51.79	\$51.79
PETERS, CHRISTOPHER	ACTIVITY REFUND	220	22040					\$76.00	\$76.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
PETERSON, ROBERT	SPRING TEA	220	22040				\$7.00	\$7.00
PETERSON, ROBERT	MOUNT RUSHMORE	220	22040				\$10.00	\$10.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 05-01-15	101	21740				\$29,641.68	\$29,641.68
QUEENSLAND, JANE	SMART DRIVER (5/27)	220	22040				\$46.00	\$46.00
RAMSEY COUNTY	AUDIT/MAJOR TAXPAYER/OVERLAPPING DEBT	101	40500	4890		003	\$295.00	\$295.00
RICOH USA INC.	MAINTENANCE: RICOH COPIERS	101	40200	3850		002	\$206.87	\$206.87
ROYAL TEXTILE MANUFACTURING	UNIFORM HATS/STAFF	101	43710	3970			\$246.32	\$246.32
SIMONSON, JESSE	FACILITY REFUND	220	22040				\$25.00	\$25.00
STANLEY, JENNIFER	BOATING SAFELY	220	22040				\$135.00	\$135.00
SUPPLYWORKS	SOAP	220	43800	2110			\$544.89	\$544.89
SUPPLYWORKS	PAPER TOWELS/DEGREASER/KLEENEX	220	43800	2110			\$1,301.05	\$1,301.05
SUPPLYWORKS	BATH TISSUE/CAN LINERS/SOAP	220	43800	2110			\$255.10	\$255.10
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 05-01-15	101	21710				\$22,090.11	\$55,944.35
		101	21730				\$27,437.36	
		101	21735				\$6,416.88	
U.S. BANK	2013A GO BONDS - PAYING AGENT FEES	320	48100	6200			\$259.03	\$425.00
		601	48300	6200			\$74.38	
		603	48300	6200			\$91.59	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 05-01-15	101	20420				\$78.00	
XCEL ENERGY	SERVICE RELOCATE WTP CP 14-02	454	47000	5950			\$5,521.64	
XCEL ENERGY	LIFT STATIONS:ELECTRIC	602	45550	3610			\$653.81	
XCEL ENERGY	PARKS:ELECTRIC/GAS	101	43710	3610			\$855.64	\$1,530.50
		101	43710	2140			\$674.86	
Total of all invoices:							\$130,476.65	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
RAMSEY COUNTY	911 SERVICES APRIL	101	41100	3190		002		\$8,139.50	\$8,139.50
SHORT ELLIOTT HENDRICKSON, INC	TURTLE LK AUGMENTATION FEASIBILTY 15-07	451	47000	5910				\$12,036.77	\$12,036.77
SHORT ELLIOTT HENDRICKSON, INC	OWASSO-VICTORIA-E CONSULTING PROJ 09-12	571	47000	5910				\$3,110.71	\$3,110.71
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-259 OAKWOOD DR	604	42600	3810		002		\$886.42	\$886.42
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-4140 SNAIL LK BLVD	604	42600	3810				\$425.20	\$425.20
ST. PAUL, CITY OF	PATCHING ASPHALT	101	42200	2180		002		\$75.09	\$75.09
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002		\$53.48	\$53.48
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002		\$62.70	\$62.70
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002		\$62.10	\$62.10
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$39.03	\$156.15
		601	45050	3970		001		\$39.03	
		602	45550	3970		001		\$39.03	
		603	45850	3970		001		\$19.53	
		701	46500	3970		001		\$19.53	
UNIFIRST CORPORATION	PARK MAINT UNIFORM RENTAL	101	43710	3970				\$61.00	
UNIFIRST CORPORATION	COMM CNTR UNIFORM RENTAL	220	43800	3970				\$81.76	\$81.76
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$61.00	\$61.00
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$53.16	\$53.16
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$39.13	\$156.65
		601	45050	3970		001		\$39.13	
		602	45550	3970		001		\$39.13	
		603	45850	3970		001		\$19.63	
		701	46500	3970		001		\$19.63	
VAN PAPER COMPANY	TOILET TISSUE FOR PARKS	101	43710	2110				\$56.08	\$56.08
VAN PAPER COMPANY	TOILET TISSUE FOR PARKS	101	43710	2110				\$168.24	\$168.24
VAN PAPER COMPANY	CRACK FILL SUPPLIES	101	42200	2180		001		\$233.35	\$233.35
VERIZON WIRELESS	CELL PHONE SERVICE-3/11-4/10/15	101	44300	3190				\$35.00	\$2,128.92
		601	45050	3190				\$1,595.95	
		101	40200	3210		002		\$497.97	
VIKING ELECTRIC SUPPLY INC	FUSES FOR SIRENS	101	41500	2180		001		\$7.45	
WAUSAU TILE INC	TABLES FOR OLD WADING POOL DECK	401	43800	5300				\$9,213.60	\$9,213.60
YALE MECHANICAL INC	REPAIR BROKEN WATER LINE-RCF BUILDING	101	43710	3190				\$327.85	\$327.85
ZAHL-PETROLEUM MAINTENANCE CO	GREASE GUN SWIVEL	701	46500	2400		006		\$84.00	\$84.00

Total of all invoices: \$79,324.73

=====

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	48,495
Vendor number	01095 1 2015 <i>JK</i>
Vendor name	ADVANCED ENGINEERING AND
Address	ENVIRONMENTAL SERVICES INC 4050 GARDEN VIEW DRIVE SUITE 200 GRAND FORKS ND 58201

Date	Comment line on check	Invoice number	Amount
03-31-15	WTP DESIGN CP14-02	42861	\$109,290.00

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
454 47000 5910	\$109,290.00

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

Reviewed by: *Tom Wesolowski* 4/21/15
 (signature required) Tom Wesolowski

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	

PROPOSED MOTION

MOVED BY _____

SECONDED BY _____

to authorize the purchase of street light poles and fixtures from Signature Lighting in the amount of \$69,876.00 for the 2015 Construction Projects including the 2015 Street Light Replacements, Project 15-04 and Turtle Lane/Schifsky Road Reconstruction, Project 15-01.

ROLL CALL: AYES _____ NAYS _____

JOHNSON _____

QUIGLEY _____

SPRINGHORN _____

WICKSTROM _____

MARTIN _____

REGULAR COUNCIL MEETING
MAY 4, 2015

tlh

#15-04, 15-01

t:/projects/2015/15-04streetlightreplacements/council/accept street light material quotes2015
t:/projects/2015/15-01turtle ln/schifsky/council/accept street light material quotes2015

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L HAMMITT
SENIOR ENGINEERING TECHNICIAN

DATE: APRIL 30, 2015

SUBJ: AUTHORIZE PURCHASE OF STREET LIGHT MATERIALS
2015 STREET LIGHT REPLACEMENTS, PROJECT NO. 15-04
TURTLE LN/SCHIFSKY RECONSTRUCTION, PROJECT NO. 15-01

INTRODUCTION

Our Consultant has solicited quotes on behalf of the City for the purchase of street light materials for this year's construction projects. Staff has reviewed the quotes and asks the City Council to accept the low quote.

BACKGROUND

Shoreview's Infrastructure Replacement Plan and Capital Improvement Program include replacing our aging street lights. Many of the City owned lights were installed in the development boom years of the 1970's and 80's are now at the end of their useful life. City staff has entered into a professional service agreement with Signature Lighting to provide expertise in street light improvements, street lighting options, acquiring quotes, assisting with project management and inspections for compliance with contract documents and installation.

2015 Street Light Replacement Project 15-04

This year's replacement project consists of one area:

The area is generally from Victoria Street on the west to Debra Lane on the east and Mound Avenue on the south to Tanglewood on the north.

The City's contractor will be replacing the old 175 Watt Mercury Vapor lights and wood poles with 40 watt LED Fixtures and Aluminum poles. These fixtures are similar in design to the traditional cobra-head style. All areas are single family neighborhoods. Attached is a map showing the project areas for both projects.

The City purchases the fixtures and poles for the installer. The installation of the poles and fixtures will go out for quotes later this month and a report will be presented to Council for that portion of the projects. The funding for material is from the City's street light utility.

Turtle Lane/Schifsky Rd Reconstruction Project 15-01

As part of the neighborhood reconstruction, existing XCEL lights will be removed and City owned LED lights will be installed. Our consultant will solicit quotes for the installation of the new lights at a later date.

The following quotes were received and reviewed by City staff:

<u>SUPPLIER</u>	<u>TOTAL</u>
Combination bid – Hapco pole, LEOTEK LED fixtures (36)	\$ 69,876.00
Combination bid – Mountain States pole, Hadco LED fixture (36)	\$ 84,600.00

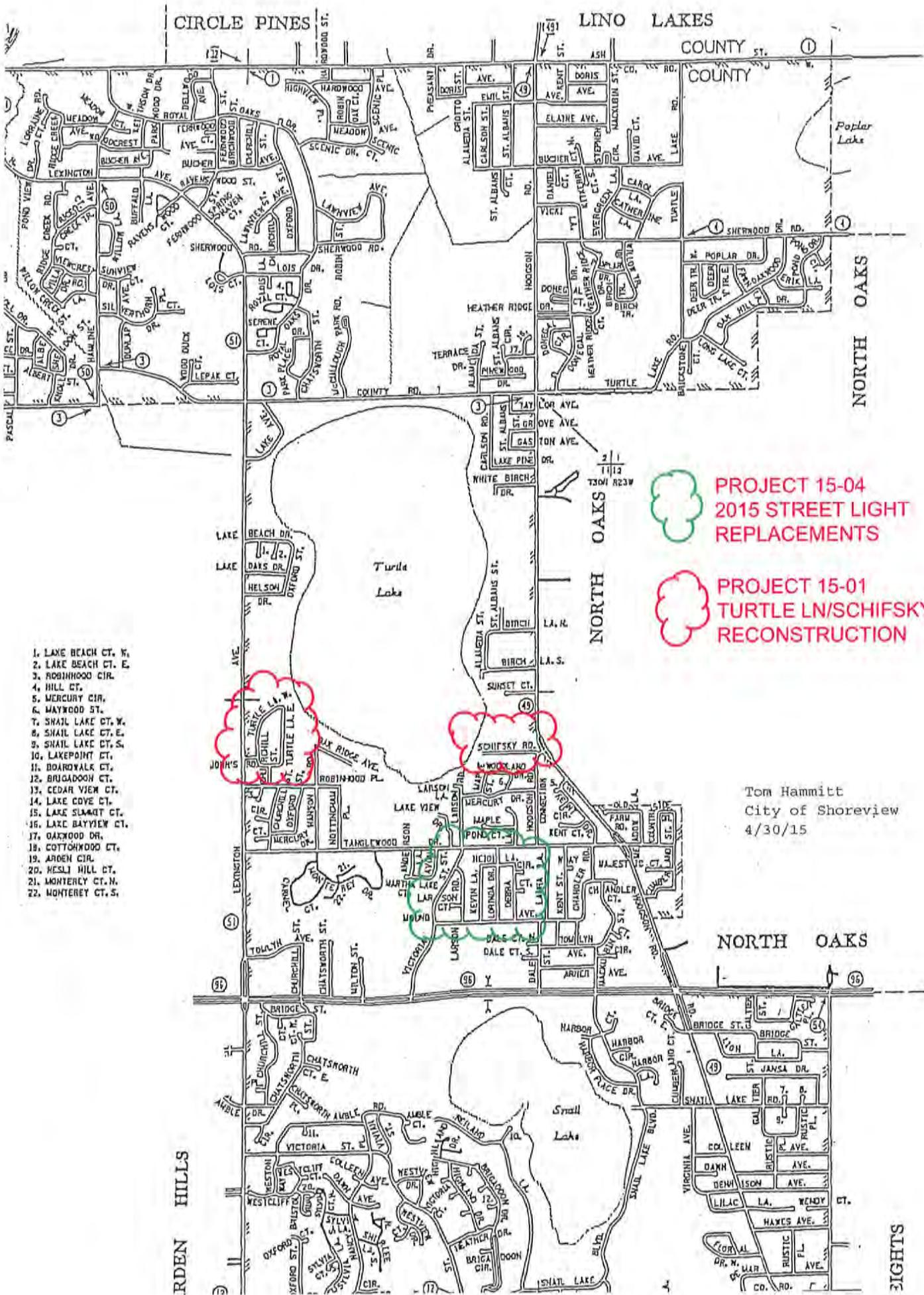
RECOMMENDATION

It is recommended that the City accept the quote from Signature Lighting for the purchase of street light materials combination quote - Hapco pole, LEOTEK LED fixture - in the amount of \$69,876.00.

tlh

#15-04, 15-01

t:/projects/2015/15-04streetlightreplacements/council/accept street light material quotes2015
t:/projects/2015/15-01turtle ln/schifsky/council/accept street light material quotes2015



1. LAKE BEACH CT. W.
2. LAKE BEACH CT. E.
3. ROBINHOOD CIR.
4. HILL CT.
5. MERCURY CIR.
6. WAYWOOD ST.
7. SHAIL LAKE CT. W.
8. SHAIL LAKE CT. E.
9. SHAIL LAKE CT. S.
10. LAKEPOINT CT.
11. BOARDWALK CT.
12. BRIDGWOOD CT.
13. CEDAR VIEW CT.
14. LAKE COVE CT.
15. LAKE SLAMGT CT.
16. LAKE BAYVIEW CT.
17. OAKWOOD DR.
18. COTTONWOOD CT.
19. ARDEN CIR.
20. HESLI HILL CT.
21. MONTEREY CT. N.
22. MONTEREY CT. S.



PROJECT 15-04
2015 STREET LIGHT
REPLACEMENTS



PROJECT 15-01
TURTLE LN/SCHIFSKY
RECONSTRUCTION

Tom Hammitt
 City of Shoreview
 4/30/15

Signature Lighting, Inc
 18430 Krypton Street NW
 Anoka, MN 55303

Quote

Date	Quote #
4/24/2015	005-2772

Name / Address
City of Shoreview Tom Hammitt 4600 North Victoria Street Shoreview, MN 55126

Rep	Project
JO	2015 Reconstruction...

Description	Qty	Cost	Total
LED Fixtures by Leotek - LEOT-GC1-40E-MV-NW-3-DB-700MH-SC	36	395.00	14,220.00
Hapco pole Round Tapered Aluminum Pole - HAPCO-20-373BAP31X With 4' Mast Arm	36	1,546.00	55,656.00
For Material Only		Total	\$69,876.00

Signature Lighting, Inc
 18430 Krypton Street NW
 Anoka, MN 55303

Quote

Date	Quote #
4/24/2015	005-2773

Name / Address
City of Shoreview Tom Hammitt 4600 North Victoria Street Shoreview, MN 55126

Rep	Project
JO	2015 Reconstruction...

Description	Qty	Cost	Total
Streetlight poles and fixtures sold as a unit price - LED fixtures by Hadco - HADC-RX132-H3-NA-RNSN on MSL poles - 280H/23' AG/25' MH-8/4-ARM 4'	36	2,350.00	84,600.00
For Material Only		Total	\$84,600.00

PROPOSED MOTION

MOVED BY _____

SECONDED BY _____

To extend the contract from Precision Landscape & Tree for tree removal work for 2015.

ROLL CALL: AYES _____ NAYS _____

JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING

MAY 4, 2015

TO: Mayor, City Council, City Manager
 FROM: Neva Widner, Natural Resources Specialist
 DATE: May 4, 2015
 SUBJECT: Extending City contract for tree and stump removals

INTRODUCTION

The City solicited quotes for tree removals in early 2014. After awarding the contract and utilizing the contractor for one year, staff is recommending that the City Council extend the contract for tree services in 2015.

BACKGROUND

To control and prevent the spread of tree diseases such as Dutch Elm Disease, Oak Wilt and Emerald Ash Borer, the City has maintained a diseased tree removal program through the Public Works Department. The diseased tree removal program includes utilizing a combination of private tree service contractors and in-house resources for removing trees on private property. The contractor may also be utilized by residents to remove diseased trees on private properties. The City has budgeted approximately \$54,000 for forestry program contractual services in 2015.

In early 2014 the Public Works Department solicited quotes from tree service companies for tree or stump removal and wood disposal, and awarded Precision Landscape & Tree the contract. In 2014, Precision Landscape & Tree received and completed 52 separate work orders from both City trees and private trees. The majority of work orders were residents utilizing the negotiated rate to have diseased trees removed from their private properties.

Staff believes the Contractor completed all work required for the removal of trees and stumps in an efficient and skilled manner all in strict accordance with the contract documents for removal of trees and would like to extend the contract for 2015. All prices from the 2014 contract will remain the same for the 2015 extension (See attached email).

Listed below are the prices for these services:

Tree Location	2014 (and proposed 2015)-\$ Per DBH
Accessible Tree	(0-20") \$18.50
Tree & Stump Removal (Front yard or boulevard)	(21-27") \$20.75
	(28-39") \$28.50
	(Over 40") \$35
Not Accessible Tree	(0-20") \$28
Tree Removal only, no stump removal (Back/side yard, or overhead wires, other)	(21-27") \$32.50
	(28-39") special bid
	(Over 40") special bid
Stump Removal only	\$4.25 per inch
Inaccessible by equipment premium (additional	\$81 per DBH)

RECOMMENDATION

It is recommended that the City extend the 2014 contract with Precision Landscape & Tree for tree removals in 2015.



Neva Widner <nwidner@shoreviewmn.gov>

2015/2016 tree contract

Jason <Jason@precisiontreemn.com>
To: nwidner@shoreviewmn.gov

Thu, Apr 30, 2015 at 11:25 AM

Hi Neva,

This is an email to confirm to the city of Shoreview that Precision Landscape & Tree is proposing the same contract prices for last year to the 2015/2016 season. Please lmk if there is anything else that I can help out with.....

Regards,

Jason Groholski | Vice President
Precision Landscape and Tree, Inc.
50 S. Owasso Blvd. East
Little Canada, MN 55117
Main: [651-484-2726](tel:651-484-2726)
Cell: [612-685-3405](tel:612-685-3405)
Fax: [651-482-8191](tel:651-482-8191)

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To adopt Ordinance 930, revising chapter 200 of the Municipal Code – Section 212.020 – pertaining to Building and Fire Codes, and to authorize publication of an Ordinance Summary.

The recommendation is based on the following finding:

1. The proposed amendment updates the City’s Building and Fire Codes to reflect the current Minnesota State Building Code requirements.

ROLL CALL: AYES _____ **NAYS** _____

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting
May 4, 2015

TO: Mayor, City Council and City Manager
FROM: Niki Hill, Economic Development and Planning Associate
DATE: May 1, 2015
RE: File No. 2569-15-12, City of Shoreview - Text Amendment, Section 212 – Building and Fire Code

Introduction

The City is proposing to amend Section 212.020 Building Permits of Section 212 Building and Fire Code. There were updates to the Minnesota Building Code earlier in 2015 and staff would like to amend the City Code to better address these changes. The intent of the proposed text amendment is to update any and all parts in Section 212 to reflect recent changes to the building code requirements.

Proposed Text Amendment

These changes update section 212.020(E) Other Improvements of our Building and Fire Code to match the Minnesota Building Code section 1300.0120, Subsection 4: Work Exempt from Permit. (A) Building, subsections (1) and (7), updating the 120 square foot floor area minimum to 200 square feet, and adds a section to address that a building permit is not required for decks and platforms not more than 30 inches above adjacent grade that are not attached to a structure with frost footings and are not part of an accessible route. The Building Code was revised and also exempts building permits for sheds less than 200 square feet in size and decks/platforms less than 30” in height that are not attached to a structure with frost footings.

These structures are regulated by the Development Code, therefore, the City requires a building permit be obtained before construction. The text amendment recognizes the permitting exemption in the State Building Code.

Planning Commission Review

At the April 28th meeting, the Commission discussed the proposed changes. The Commission recommended approval to the City Council with a 7 to 0 vote.

Public Comment

Notice of the public hearing was published in the City’s legal newspaper April 15, 2015. No comments have been submitted in response to the published notice.

Recommendation

The proposed text changes update the Shoreview City Code to match those requirements set forth by the Minnesota Building Code with the most recent 2015 update. Staff is recommending the Commission forward a recommendation of approval to the City Council.

Attachments:

1. Draft Text
2. Ordinance 930
3. Motion

completed in accordance with City-approved construction plans within one (1) year after the date the City issued the building permit.

- (3) In all cases, the compliance deadline shall be upheld unless a written extension is submitted and approved by the Building Official. An extension may only be granted in the event that a natural disaster or a calamitous event occurs which unavoidably delays the completion of the building project. The decision of the Building Official may be appealed to the Planning Commission, who acts as the Board of Adjustments and Appeals.
- (D) Planning Commission and Council Review. Building permits for multiple family, commercial or industrial structures may not be issued until site and building plans have been reviewed by the City's Planning Commission and Council.
- (E) Other Improvements. A building permit shall be required for the structures exempt from Minnesota State Building Code requirements but regulated within this Development Ordinance including but not limited to, decks and platforms less than 30 inches in height above adjacent grade and not attached to a structure with frost footings; driveways; fences; patios; sheds less than 120-200 square feet in size; sidewalks and swimming pools.
- (F) Building Permit Fees. Building permit fees for general construction; driveways and sidewalks; structures and buildings; moving of a building or dwelling into, out of, or from one location to another within the City; wrecking or demolishing of a building; and fences shall be as prescribed from time to time by City Council resolution on file with the City Manager.
- (G) Plan Review Fee. When the Building Inspector determines that the review of plans and specifications for a particular construction or structure is necessary, a plan review fee shall be paid to the City in addition to any other building permit fee; provided that, plan review fees shall not be charged for the construction of single and double family residential dwellings unless the estimated value of such construction exceeds \$15,000. Plan review fees shall be as prescribed, from time to time, by City Council resolution on file with the City Manager.

212.030 Fire Code

- (A) Adoption of Codes and Standards. The Minnesota State Fire Code as adopted by the Minnesota Commissioner of Public Safety pursuant to Minnesota Statute 299F.011 and as defined by Minnesota Rules Section 7510.3290 through 7510.3480 shall be applicable within the City of Shoreview subject to the following modifications:

Stricken text is proposed for deletion
Underlined Text is proposed for addition

ORDINANCE NO. 930

AN ORDINANCE TO AMEND CHAPTER 200 OF THE MUNICIPAL CODE PERTAINING TO BUILDING AND FIRE CODE

The Shoreview City Council ordains that Chapter 200, Development Code, is hereby amended as follows: Section 212.020, pertaining to Building Permits. The amendment hereby follows:

212.020 Building Permits.

- (E) Other Improvements. A building permit shall be required for the structures exempt from Minnesota State Building Code requirements but regulated within this Development Ordinance including but not limited to, decks and platforms less than 30 inches in height above adjacent grade and not attached to a structure with frost footings; driveways; fences; patios; sheds less than ~~120~~ 200 square feet in size; sidewalks and swimming pools.

Effective Date. This ordinance shall become effective the day following its publication in the City's official newspaper.

Publication Date. Published on or after May 13, 2015

SEAL

Sandra C Martin, Mayor

PROPOSED MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Comprehensive Sign Plan submitted by MT Holdings for the property at 1025 Tomlyn Avenue. Said approval is subject to the following:

Comprehensive Sign Plan

1. The signs on the property shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and approval by the City Council.
2. The existing wall sign shall be removed.
3. Signage shall be maintained in accordance with the City's Sign Code.
4. The applicant shall obtain a sign permit prior to the installation of the new signs on the property.

This approval is based on the following findings of fact:

1. The plan proposes wall signs that are consistent in size and materials throughout the site.
2. Approving the deviation is necessary to relieve a practical difficulty existing on the property. Practical difficulty is present since this is a multi-tenant building and it is reasonable for each tenant to have an identification sign above their business entrance.
3. The proposed deviations from the standards of Section 208 result in a more unified sign package and greater aesthetic appeal between signs on the site.
4. Approving the deviation will not confer a special privilege on the applicant that would normally be denied under the Ordinance. Other multi-tenant structures in the City have multiple wall signs to identify tenants within the buildings.
5. The resulting sign plan is effective, functional, attractive and compatible with community standards.

ROLL CALL: **AYES** _____ **NAYS** _____

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting
April 6, 2015

TO: Mayor, City Council and City Manager
FROM: Kathleen Castle, City Planner
DATE: May 1, 2015
SUBJECT: File No. 2566-15-09, Comprehensive Sign Plan – MT Holdings, 1025 Tomlyn Avenue

Introduction

MT Holdings submitted a Comprehensive Sign Plan application to install wall signs on their property at 1025 Tomlyn Avenue. The proposed signs include 4 wall signs, 35 square feet each, placed above the entry doorways on the front of the building. These signs will identify the business tenants and assist visitors in finding the businesses within the building.

Project Description

The property is located on Tomlyn Avenue, east of Lexington Avenue and North of Highway 96 and has a lot area of approximately 2 acres and a width of 300' along Tomlyn Avenue. The site is developed with a 24,792 square foot multi-tenant office/warehouse building. The front building elevation has four entryways that provide access to the tenant bays. The tenants are currently identified on a wall sign located in the center of the front building wall. This sign would be removed and replaced with the proposed individual tenant signs located above each entryway. There is no free-standing sign on the property.

Development Code

Signs are regulated in Section 208 of the Development Code. A maximum of one wall sign is permitted unless the structure faces two or more arterial roads (208.040 (18)(a) and (h)). The maximum area permitted is limited to 10% of the building wall area (208.040 (18) (c)) and the maximum length is limited to 20% of the wall length (208.040 (18)(b)).

A Comprehensive Sign Plan is required for multi-tenant buildings that specifies the number, types, location, materials and color of signs proposed (208.060). An approved plan may deviate from the design and dimensional requirements of the Code without approval of a variance, provided it results in attractive signage and is compatible with adjoining development. Five elements are considered with the review include location, materials, size, color and illumination. For multi-tenant buildings, the plan shall identify the allocation of wall space among tenants.

When a deviation is proposed the plan may be approved based on the finding that certain criteria are met (203.040 (C)(2)). These criteria include the following:

- i. The plan proposes signs consistent in color, size and materials throughout the site.

- ii. Approving the deviation is necessary to relieve a practical difficulty existing on the property.
- iii. The proposed deviations from the standards of Section 208 result in a more unified sign package and greater aesthetic appeal between signs on the site.
- iv. Approving the deviation will not confer a special privilege on the applicant that would normally be denied under the Ordinance.
- v. The resulting sign plan is effective, functional, attractive and compatible with community standards.

Staff Review

Wall Signs

Four wall signs are proposed to identify each of the tenants in the building. Each sign is a cabinet-style wall sign that will have interior illumination. The following table summarizes the proposed signage and the Sign Code requirements.

Building Elevation	Sign Area	Sign Length
South (Front)	<i>435.6 square feet permitted</i> 35 square feet – Individual Sign 140 square feet – Total Signage	<i>39.6 feet permitted</i> 10 feet – Individual Sign 40 feet – Total Signage

The proposed plan includes signage that is consistent in size and materials and results in a unified sign package that is aesthetically appealing. The colors used in the sign face on each of the signs will vary and is dependent on the tenant’s brand or logo. In staff’s opinion, the deviation to permit more than one wall sign is necessary since this is a multi-tenant building and is designed with four business entrances. It is reasonable for each business to have an identification sign above the entry to their tenant space. Permitting more than one wall sign for a multi-tenant structure is common and not considered a special privilege for the applicant. In addition, the plan is compatible with the community standards.

Public Comment

Property owners within 350’ were notified of the proposed sign plan. No comments have been received.

Planning Commission Review

The proposed sign plan was considered by the Planning Commission at their April 28th meeting. The Commission concluded that the proposed signage was reasonable for a multi-tenant structure and recommended the City Council approve the plan with a 7 to 0 vote.

Recommendation

The proposed sign plan has been reviewed in accordance with the Sign Code and criteria for a Comprehensive Sign Plan. In Staff’s opinion, the proposed signage complies with the criteria.

The installation of four wall signs for this multi-tenant building is reasonable and will not confer a special privilege for the applicant. The limitation of one wall sign for a multi-tenant building also creates practical difficulty for tenant identification. The proposed signage is also consistent in material and design. Staff is recommending the City Council approve the Sign Plan, subject to the following conditions:

Comprehensive Sign Plan

1. The signs on the property shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and approval by the City Council.
2. The existing wall sign shall be removed.
3. Signage shall be maintained in accordance with the City's Sign Code.
4. The applicant shall obtain a sign permit prior to the installation of the new signs on the property.

Attachment

1. Aerial/Location Map
2. Sign Plan
3. Proposed Motion



1025 Tomlyn Avenue



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

400.0 0 200.00 400.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Lakes - Neighboring Counties
- Airports

Notes

Comprehensive Sign Plan



Print Date: 04/14/2015
Image Date: 03/25/2012
Level: Neighborhood

1025 Tomlyn Ave., Shoreview

**120" by 42" by 8" deep light box rendered above each entrance awning
140 sq. ft. of new signage (35 sq. ft. each box)**



PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the quote for repair and resurfacing of the tennis/basketball courts at McCullough and Shamrock Parks to Lee Sports Surfacing in the amount of \$76,315.

ROLL CALL:	AYES _____	NAYS _____
JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

Regular Council Meeting
May 4, 2015

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: APRIL 30, 2015

SUBJECT: APPROVAL OF QUOTE—TENNIS/BASKETBALL COURT RESURFACING

INTRODUCTION

The 2015-2019 Capital Improvement Program includes projects for resurfacing the tennis/basketball courts at both McCullough Park and Shamrock Park. The City Council is being asked to award the quote for resurfacing these court surfaces.

BACKGROUND

The 2015 Capital Improvement Program anticipated the repair and resurfacing of the tennis/basketball court at McCullough Park, while the 2016 program anticipates this work being completed at Shamrock Park. In recent inspections of these parks, it has been noted that the Shamrock Park surface has started peeling making it difficult to use the courts at that park. Due to the deteriorating surface, staff requested that contractors provide quotes for this work at both parks.

The project consists of repairing all of the cracks on the courts using the Armor Crack Repair product which has been used successfully on our court surfaces at other parks; and then recoating and lining the tennis courts and basketball courts. Staff solicited quotes for this work from two local contractors, Lee Sports Surfacing and Tennis West. Both of these companies are considered to be certified installers of the Armor Crack Repair system.

Listed below are the quotes received for this work:

<u>Contractor</u>	<u>McCullough</u>	<u>Shamrock</u>	<u>Total</u>
Lee Sports Surfacing	\$36,200	\$40,115	\$76,315
Tennis Work	\$36,720	\$41,400	\$78,120

Based on the quotes for this work that were received, staff is recommending that the City Council approve the quote from Lee Sports Surfacing in the amount of \$76,315. Lee Sports Surfacing has done work for the City previously including the resurfacing work at both Bucher and Theisen Parks. Shamrock Park is slightly more expensive than McCullough since the current surface will need to be ground off before it can be resurfaced.

The project will be funded through the City's General Fixed Asset Revolving Fund, which has sufficient funds to do both of these projects in 2015.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council approve the quote for repair and resurfacing of the tennis/basketball courts at McCullough and Shamrock Parks to Lee Sports Surfacing in the amount of \$76,315.

Quotation

To: City of Shoreview
4600 Victoria St. No.
Shoreview, Mn. 55126

From: **Finley Bros. Inc.**
d.b.a. **Tennis West**
P O Box 677
Hopkins, Mn. 55343
o.) 952-933-8272
fx.) 952-933-6164

Attn: Gary Chapman
O.) 651-490-4756
e.) gchapman@shoreviewmn.gov

Scope: Resurface w. Armor Crack Repair Option a set of two (2)
acrylic/asphalt tennis courts and a basketball area.

At Shamrock Park

Area: 180' x 120' +/-

Description of work (under base bid):

Pressure wash and treat for mold, mildew, and moss.
(Owner to provide water source, std. hose bib pressure.)
Manually scrape and remove delaminating surfacing materials.
Includes all failed Armor System attempt.
Router, treat with defoliant and fill structural cracks.
Approx. 1,085 ln. ft. with proprietary crack filler. (Std. system)
Note: do to the nature of structural cracks, there permanent repair
Can not be guaranteed. i.e. structural cracks will reflect.
Also Note: reflective cracks at heaved net post & fence footings
are not structural cracks.
Further Note: Add Alt. Crack treatment for 1,085 ln. ft. of cracks,
See (www.armorcrackrepair.com)
Patch and level "bird baths" max. three (3) applications.
Apply tack coat ss-1h to improve adhesion.
Skin coat to hide scares and shadowing from removal of delaminating surface materials.
Install a Laykold color surface system for existing acrylic/ asphalt construction.
2) filler coats.; 1) texture coat; 1) finish coat.
Color(s): red and green.
Stripe: 2" white playing lines per USTA rules. And NFHSL for basketball.

Total Base Bid: with standard crack maintenance system \$ 25,125.00

Add Alt. Armor Crack System (1,085 ft.) add to base bid \$ 16,275.00
(Armor work is at 15.00/l. f.)

Respectfully submitted, Ray Finley
(4-22-15) c.) 612-363-3004

Estimate accepted: _____

Date: _____

Quotation

To: City of Shoreview
4600 Victoria St. No.
Shoreview, Mn. 55126

From: **Finley Bros. Inc.**
d.b.a. **Tennis West**
P O Box 677
Hopkins, Mn. 55343
o.) 952-933-8272
fx.) 952-933-6164

Attn: Gary Chapman
O.) 651-490-4756
e.) gchapman@shoreviewmn.gov

Scope: Resurface w. Armor Crack Repair Option a set of two (2)
acrylic/asphalt tennis courts and a basketball area.

At McCullough Park

Area: 180' x 120' +/-

Description of work (under base bid):

Pressure wash and treat for mold, mildew, and moss.
(Owner to provide water source, std. hose bib pressure.)
Manually scrape and remove delaminating surfacing materials.
Includes all failed Armor System attempt.
Router, treat with defoliant and fill structural cracks.
Approx. 1,070 ln. ft. with proprietary crack filler. (Std. system)
Note: do to the nature of structural cracks, there permanent repair
Can not be guaranteed. i.e. structural cracks will reflect.
Also Note: reflective cracks at heaved net post & fence footings
are not structural cracks.
Further Note: Add Alt. Crack treatment for 1,070 ln. ft. of cracks,
See (www.armorcrackrepair.com)
Patch and level "bird baths" max. three (3) applications.
Apply tack coat ss-1h to improve adhesion.
Skin coat to hide scares and shadowing from removal of delaminating surface materials.
Install a Laykold color surface system for existing acrylic/ asphalt construction.
2) filler coats.; 1) texture coat; 1) finish coat.
Color(s): red and green.
Stripe: 2" white playing lines per USTA rules. And NFHSL for basketball.

Total Base Bid: with standard crack maintenance system,... \$ 20,670.00

Add Alt. Armor Crack System (1,070 ft.) add to base bid \$ 16,050.00
(Armor work is at 15.00/l. f.)

Respectfully submitted, Ray Finley
(4-22-15) c.) 612-363-3004

Estimate accepted: _____

Date: _____

To: Gary Chapman
 Company: City of Shoreview
 Re: Shamrock & McCullough Park Tennis/Basketball Courts
 Date: April 12, 2015



Dear Gary,

Lee Sports quotes the following prices for the repairs and resurfacing of the tennis/basketball courts located in McCullough Park and Shamrock Park. Shamrock park is it rough shape, its difficult to tell how laborious it will be to prepare the courts and how many feet of cracking will require the Armor system. So Shamrock, I will give a lineal foot price for the installation of the Armor Crack Repair.

Nova Premium Tennis Court Products

- Pressure wash court surface (5000psi) removing loose and delaminated material, scrub all spots and stains with a special cleaning solution (bleach and TSP) removing moss and mildew.
- Flood courts and locate any areas holding more then 1/8" standing water.
- Patch low areas with acrylic deep patching material.
- Fill cracks with acrylic patching material flush with existing surface.
- Completely sand court surface with high powered orbital sander blending in patching and crack filling.
- Apply the Armor Crack Repair System® to manufactures specifications
- Apply two coats of Novacrylic® acrylic resurfacer filler material.
- Apply two texture coats of Novacomb® sand fill acrylic tennis court paint.
- Line stripe tennis/basketball to industry standards and USTA specifications.



McCullough Park	(941 lineal feet of Armor)	
Price:		\$36,200.00
Shamrock Park		
Price:		\$19,500.00
Armor Crack Repair - Lineal feet measured after the pre work has been complete.		
Add		\$19.00 per lineal feet.

Thank you for the opportunity to submit this quotation. We look forward to working with you on the successful completion of your proposed tennis court surfacing project. If you have any questions or need additional information, please feel free to call me at (612) 597-0544.

Sincerely,

 Nat Lee,
 President



PROPOSED MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Ordinance # 929 amending Exhibit B, Administrative Fee Schedule of the Shoreview Municipal Code to include an administrative fee for a cable franchise application.

ROLL CALL: **AYES:** _____ **NAYS:** _____

Johnson _____ _____

Quigley _____ _____

Springhorn _____ _____

Wickstrom _____ _____

Martin _____ _____

Regular City Council Meeting

May 4, 2015

TO: Mayor and City Council members
FROM: Rebecca Olson, Assistant to the City Manager
DATE: May 4, 2015
SUBJECT: Administrative Fee for Cable Franchise Application

INTRODUCTION

At the end of 2014 the City withdrew from the North Suburban Cable Commission (NSCC). Comcast currently holds the only cable franchise within the City of Shoreview. Although the City's cable franchise was extended as part of negotiations with the NSCC, the City and Comcast have been working together to negotiate the language of a new cable television franchise agreement. The City will be discussing this at a workshop on May 18th.

Many communities, including those represented by the NSCC, have already been approached by CenturyLink regarding their desire to apply for a cable franchise. Based on Council direction, staff met with a representative from CenturyLink. This meeting was an introductory meeting, but should CenturyLink indicate their desire to apply for a cable franchise with Shoreview, it would set off a quasi-judicial process that would require certain legal procedures be followed by the City.

DISCUSSION

The City must follow legal requirements of the Minnesota Cable Act (Minnesota Statute Chapter 238) in order to consider a cable franchise application. Therefore our cable attorney, Robert Vose, has recommended adopting an application fee that would cover associated costs of processing the application. Staff is recommending amending the Administrative Fee Schedule to include this cable franchise application fee. Based on other cities' application fees, staff time and legal fees for processing the application, staff is recommending that the application fee be set at \$7,500.00.

RECOMMENDATION

Staff is recommending that the City Council adopt Ordinance # 929, amending Exhibit B, Administrative Fee Schedule to include an application fee for a cable franchise in the amount of \$7,500.00.

EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE
CITY OF SHOREVIEW, MINNESOTA

Rev.Date 12/1/08 Ord. 838
Rev.Date 9/15/08 Ord. 834

ADDRESS MAP BOOK \$ 50.00

ANIMAL (CHICKENS) BIENNIAL (TWO-YEAR) LICENSE \$ 30.00

ANIMAL (DOG/CAT) LICENSE (valid length of rabies shot) \$ 10.00

Duplicate Dog/Cat License \$ 2.00

Dangerous Dog Registration (Annual) \$ 250.00

Potentially Dangerous Dog Registration (Annual) \$ 100.00

Wild Animal License Fee (Biennial) \$ 30.00

Wild Animal License Investigation Fee (New License) \$ 120.00

CABLE FRANCHISE APPLICATION \$ 7,500.00

CONTRACTOR LICENSE \$ 50.00

FALSE ALARMS

1st and 2nd No charge

3rd and 4th in 365 days (per incident) \$ 50.00

5th + (per incident) \$ 150.00

FILLING STATION

First 2 Pumps \$ 50.00

Each Additional Pump \$ 15.00

FIREWORKS LICENSE

Fireworks in addition to other items \$ 100.00

Fireworks only \$ 350.00

LIQUOR LICENSE

Investigation Fee (new license) \$ 200.00

Intoxicating Liquor On-Sale \$ 5,000.00

Intoxicating Liquor On-Sale with Training \$ 4,000.00

Intoxicating Liquor On-Sale Wine \$ 1,000.00

Intoxicating Liquor Off Sale \$ 200.00

Intoxicating Liquor Sunday Sale \$ 200.00

Intoxicating Liquor Banquet \$ 25.00

3.2 Percent Liquor On Sale \$ 150.00

3.2 Percent Liquor Off Sale \$ 50.00

Intoxicating or 3.2 Percent Liquor Special Event \$ 10.00

License Transfer Fee \$ 200.00

MASSAGE LICENSE

Massage Therapist \$ 50.00

Massage Therapy Establishment \$ 100.00

**EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE**

Rev.Date 1/5/09 Ord. 841	<u>PAWNBROKERS</u>	
	<u>License Fee (Annual)</u>	\$ 3,000.00
	<u>Investigation Fee (initial-one time)</u>	\$ 1,000.00
	<u>Billable Transaction Fee</u>	\$ 2.00

Rev. Date 3/25/09 Ord. 846	<u>PEDDLER/SOLICITOR PERMIT (valid for 60 days)</u>	
		\$ 100.00
<u>PHOTOCOPIES</u>		

Rev. Date 3/19/07 Ord. 815	<u>One-sided (8½ x 11, 8½ x 14, 11 x 17)</u>	\$.25 + tax
	<u>Two-sided (8½ x 11, 8½ x 14, 11 x 17)</u>	\$.50 + tax
	<u>Color (8½ x 11, 8½ x 14, 11 x 17)</u>	\$.75 + tax
	<u>Two-sided Color(8½ x 11, 8½ x 14, 11 x 17)</u>	\$ 1.50 + tax
	<u>Wide-format</u>	\$ 1.50 + tax

PROJECTS WHERE A DEVELOPMENT AGREEMENT OR GRADING CERTIFICATION ARE NOT REQUIRED AND THE SITE WILL BE DISTURBED FOR A DURATION OF 14 DAYS OR LESS

\$40 Inspection Fee
and \$500.00 Soil
Erosion Control
Escrow Deposit

Rev.Date 5/18/09 Ord. 852	<u>PROJECTS WHERE A DEVELOPMENT AGREEMENT OR GRADING CERTIFICATION ARE NOT REQUIRED AND THE SITE WILL BE DISTURBED FOR A DURATION OF 15 DAYS OR MORE</u>	
	\$150 Inspection Fee and \$1,000.00 Soil Erosion Control Escrow Deposit	

PROJECTS WITHOUT A DEVELOPMENT AGREEMENT THAT REQUIRE GRADING CERTIFICATION

\$350 Inspection Fee,
\$1,000.00 Grading
Certification Escrow
Deposit and
\$2,000.00 Soil
Erosion Control
Escrow Deposit

**EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE**

PROJECTS WITH A DEVELOPMENT
AGREEMENT

An Inspection Fee based on a rate of \$200 per month of site disturbance, and a Grading Certification Escrow Equal to 10% of the Estimated Site Grading Costs, as determined by the Public Works Director, but a minimum of \$1,000.00 and \$3,000.00 per acre Soil Erosion Control Escrow

Rev.
Date
9/19/11
Ord. 855

REGISTRATION OF DOMESTIC PARTNERS

\$ 25.00

RENTAL HOUSING LICENSE

Rev.
Date
3/25/09
Ord. 846

General Dwelling Unit

\$ 75.00

Multi-Family Dwelling Unit

\$100.00 base fee plus \$10.00 per unit or \$7.50 per unit with participation in crime prevention program

Late Application Fee – Renewal of License

\$ 75.00

Delinquent Municipal Utility Bill – Renewal of License

\$ 75.00

Reinspection Fee

\$ 50.00

License Transfer Fee

\$ 30.00

Rev. Date
6/17/13
Ord. 910

RUBBISH HAULER LICENSE

\$ 150.00

SIGN IMPOUNDMENT RELEASE FEE

\$ 25.00

TREE LICENSE

\$ 50.00

Rev.
Date
5/7/07
Ord. 816

TOBACCO LICENSE

\$ 250.00

VIDEOTAPES/DVD

\$ 25.00

MUNICIPAL WATER & SEWER FEES AND DEPOSITS

CONNECTION PERMITS

Water Connection Permit

\$ 25.00

Sanitary Sewer Connection Permit

\$ 25.00

EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE

HYDRANT METER DEPOSIT

<i>5/8" Garden Hose Size</i>	\$ 150.00
<i>2" Fire Hose Size</i>	\$ 350.00

HYDRANT METER USE FEE

<i>Monthly Rental</i>	\$ 30.00
<i>Water Use –Per 1,000 gallons or part of</i>	\$ 1.73

MUNICIPAL MAIN TAPPING FEES

<i>1" Water tap</i>	\$ 325.00
<i>1 1/2" Water tap</i>	\$ 375.00
<i>4-6" Sewer tap</i>	\$ 425.00
<i>All other taps are determined at the time of connection</i>	TBD

NON-COMPLIANCE SURCHARGES

<i>Water Non-Compliance Surcharge</i>	\$ 150.00
<i>Sanitary Sewer Non-Compliance Surcharge</i>	\$ 150.00

SANITARY SEWER CONNECTION CHARGES

<i>Single Family</i>	\$ 275.00
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The categories listed below pay per unit or per acre whichever is greater.

<i>Townhouse</i>	\$ 275ea/825ac
<i>Two Family dwelling and multiple family dwelling</i>	\$ 275ea/825ac
<i>Motel rental unit</i>	\$ 275ea/825ac
<i>Townhouse</i>	\$ 275ea/825ac
<i>Mobile Homes and Trailer Lots</i>	\$ 275ea/825ac

The category listed below pay both per-unit and per-acre.

<i>Commercial, Industrial and others not single family</i>	\$275ea + 825ac
--	-----------------

SEWER AVAILABILITY CHARGE

<i>Metropolitan Council SAC Charge-collected by Shoreview</i>	
<i>SAC determinations are made by the MCES</i>	\$ 2000.00/SAC

SPRINKLING BAN VIOLATION FINE

<i>1ST Violation – Warning Letter</i>	No Charge
<i>2nd Violation – Administrative Fine</i>	\$ 25.00
<i>3rd Violation – Administrative Fine</i>	\$ 50.00
<i>4th Violation – Submission to City Attorney</i>	To be determined

TRUNK WATER FACILITY CHARGE

<i>Amount equal to rate multiplied by the front foot of street</i>	\$ 7.75
--	---------

**EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE**

WATER CONNECTION CHARGES

<u>Single Family</u>	\$ 275.00
<u>The categories listed below pay per unit or per acre whichever is greater.</u>	
<u>Townhouse</u>	\$ 275ea/825ac
<u>Two Family dwelling and multiple family dwelling</u>	\$ 275ea/825ac
<u>Motel rental unit</u>	\$ 275ea/825ac
<u>Townhouse</u>	\$ 275ea/825ac
<u>Mobile Homes and Trailer Lots</u>	\$ 275ea/825ac
<u>The category listed below pay both per unit and per acre.</u>	
<u>Commercial, Industrial and others not single family</u>	\$275ea + 825ac

WATER METER FEES

<u>5/8" Disc Meter (Not including sales tax)</u>	\$ 178.58
<u>1" Disc Meter (Not including sales tax)</u>	\$ 251.87
<u>1 1/2" Disc Meter (Not including sales tax)</u>	\$ 422.59
<u>2" Disc Meter (Not including sales tax)</u>	\$ 567.28
<u>1 1/2" Turbine Meter (Not including sales tax)</u>	\$ 638.18
<u>2" Turbine Meter (Not including sales tax)</u>	\$ 724.50
<u>3" Turbine Meter (Not including sales tax)</u>	\$ 886.55
<u>4" Turbine Meter (Not including sales tax)</u>	\$ 1318.00
<u>2" Compound Meter (Not including sales tax)</u>	\$ 1616.27
<u>3" Compound Meter (Not including sales tax)</u>	\$ 1913.00
<u>4" Compound Meter (Not including sales tax)</u>	\$ 2907.57

WATER SERVICE CHARGE

<u>Water Service Charge-Regular Call Out</u>	\$ 50.00
<u>Water Service Charge-Emergency Call Out</u>	\$ 100.00

PLANNING AND LAND USE APPLICATION FEES

	<u>Fee/Escrow</u>
<u>ACCESSORY APARTMENT PERMIT</u>	\$ 75.00
 <u>AMENDMENTS</u>	
<u>Text Amendment</u>	\$ 500.00
<u>Comprehensive Guide Plan Amendment</u>	\$ 600.00
<u>Natural Or Residential</u>	\$ 100.00
<u>Rezoning</u>	\$ 500.00
<u>REZONING: UND TO RESIDENTIAL</u>	\$ 100.00
<u>ZONING MAP</u>	\$ 10.00
 <u>APPEALS</u>	 \$ 100.00
 <u>COMPREHENSIVE SIGN PLAN</u>	 \$ 200.00

EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE

<u>CONDITIONAL USE PERMIT</u> <u>(NONFLOOD PLAIN/ FLOOD PLAIN)</u>	\$ 400.00
<u>HOME OCCUPATION PERMIT</u>	\$ 75.00
<u>LGU FEES (WETLAND APPLICATIONS)</u>	\$500.00/\$2500.00 Escrow
<u>LETTER OF ZONING COMPLIANCE</u>	
<u><i>Single-Family Residential</i></u>	NO CHARGE
<u><i>All Other Uses</i></u>	\$ 50.00
<u>MINING PERMIT (CONDITIONAL USE PERMIT)</u>	\$ 400.00
<u>SUBDIVISION</u>	
<u>MAJOR SUBDIVISION (4 LOTS or MORE)</u>	
<u><i>Pre-Plat</i></u>	\$600.00+\$25/lot
<u><i>Final Stage</i></u>	\$400.00+\$20/lot
<u>MINOR SUBDIVISION (3 LOTS or LESS)</u>	\$ 250.00
<u>PLANNED UNIT DEVELOPMENT</u>	
<u><i>Concept</i></u>	\$ 300.00
<u><i>Development Stage</i></u>	\$600.00+\$25/lot
<u><i>Final Stage</i></u>	\$ 300.00
<u>RELOCATED STRUCTURE PERMIT</u>	\$ 250.00
<u>RESIDENTIAL DESIGN REVIEW</u>	\$ 150.00
<u>RIPARIAN LOT-DETACHED ACC STRUCTURE PERMIT</u>	\$ 50.00
<u>SIGN PERMIT</u>	\$50.00 min.or3.00/sq ft
<u>TEMPORARY SIGN PERMIT</u>	\$ 30.00
<u>SITE AND BUILDING PLAN REVIEW</u>	\$ 500.00
<u>SPECIAL PURPOSE FENCE</u>	\$ 100.00
<u>STANDARD VARIANCE: <i>Residential</i></u>	\$ 200.00
<u><i>Commercial</i></u>	\$ 400.00
<u>TEMPORARY SALES/EVENT PERMIT</u>	\$ 50.00
<u>TRANSIT BENCH LICENSE</u>	\$ 100.00

EXHIBIT B
ADMINISTRATIVE FEE SCHEDULE

TOWER/ANTENNA PERMITS

<i>Private Antenna/Tower Permit</i>	\$ 75.00
<i>Broadcast Tower</i>	\$ 1000.00
<i>Wireless Telecommunication Tower/Antenna</i>	\$ 1000.00
<i>Wireless Telecommunication Escrow Deposit</i>	\$ 2500.00
<u>VACATION</u>	<u>\$ 200.00</u>

ADDED MAILING FEE \$1.00 per address
(For added mailed notices required due to actions by the applicant)

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the quote for the repair and restraining of the park building at Rice Creek Fields to Schreiber Mullaney in the amount of \$21,717.

ROLL CALL:	AYES _____	NAYS _____
JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

Regular Council Meeting
May 4, 2015

TO: MAYOR AND COUNCIL

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: APRIL 30, 2015

SUBJECT: APPROVAL OF QUOTE—REPAIR OF RICE CREEK FIELDS PARK BUILDING

INTRODUCTION

The 2015 Capital Improvement Program includes a project for the repair and restaining of the Rice Creek Fields park building. The City Council is being asked to approve the quote for this work.

BACKGROUND

The park building and structures at Rice Creek Fields were constructed in 2001. Although the majority of the building is constructed with maintenance free material such as masonry and a standing seam metal roof, the cedar boards on upper parts of the park building and on the supports for the promenade area need to be repaired and restained. These materials were last restained in 2008 and are now in need of additional maintenance. The proposed work includes the replacement of some of the cedar siding, restaining all of the cedar woodwork, and the repair of the masonry cap on one of the park signs.

Staff solicited quotes from two contractors that the City has worked with on construction projects. Listed below are the quotes for this work:

<u>Company</u>	<u>Quote</u>
Parkos Construction	\$29,800
Schreiber Mullaney	\$21,717

Staff is recommending that the City Council approve the quote from Schreiber Mullaney for this repair work. Staff has worked previously with Schreiber Mullaney on several projects at the Community Center and they have always done good work. The quote is above the Capital Improvement program estimate of \$15,000 because of the additional work for replacing some of the cedar siding and repair of the masonry cap on the sign. The General Fixed Asset Revolving Fund has sufficient fund balance to cover the cost of this necessary work.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council approve the quote for the repair and restraining of the park building at Rice Creek Fields to Schreiber Mullaney in the amount of \$21,717.



Gary Chapman <gchapman@shoreviewmn.gov>

Rice Creek Fields- Building & Monument Sign Repairs

1 message

Bruce Schreiber <bruce@schreibermullaney.com>

Fri, Apr 3, 2015 at 11:26 AM

To: "Gary Chapman (gchapman@shoreviewmn.gov)" <gchapman@shoreviewmn.gov>

Gary,

We propose to provide all labor, materials, tools, & equipment required to complete the work scope at Rice Creek Fields per the attached outline spec.

Includes the building repairs/ re-finish and south monument sign stone cap replacement.

Total Base Bid= \$21,717.00

-
Assumes the monument signage will be removed & re-installed by others.

I appreciate the opportunity to quote.

If you have any questions or require any additional information, please do not hesitate to contact me.

Thanks,

Bruce Schreiber

Vice President



1286 Hudson Rd.

St Paul, MN 55106

651-774-9440 Ph.



PARKOS CONSTRUCTION COMPANY

GENERAL CONTRACTOR
1010 SOUTH ROBERT STREET WEST ST. PAUL, MINNESOTA 55118
PHONE: (651) 455-0031 FAX: (651) 450-7740
"AN EQUAL OPPORTUNITY EMPLOYER"
OFFICE@PARKOSCONSTRUCTION.COM

PROPOSAL

Date: 4/29/2015
To: City of Shoreview
4580 Victoria Street North
Shoreview, Minnesota 55126
Attn: Gary Chapman
RE: Rick Creek Park Building

Cost for labor and materials for repair work on the Rice Creek Park Building.

Total Cost: \$ 29,800.00

Price includes:

- *Replace bad cedar boards on 8 columns
- *Re nail or screw other columns
- *Replace 24' x 2' of bed cedar plywood at roof line on concessions / restroom building.
- *Pressure wash exterior of wood buildings.
- *Apply two sprayed wet on wet coats of Cabot's semitransparent oil based stain.
Color redwood to all wood surfaces
- *Replace damaged cap stone on park sign at south entrance.
- *Dumpster
- *Permit

Does Not Include:

- *After hours work
- *Mechanical / Electrical work

Chad Parkos
Page 1 of 1

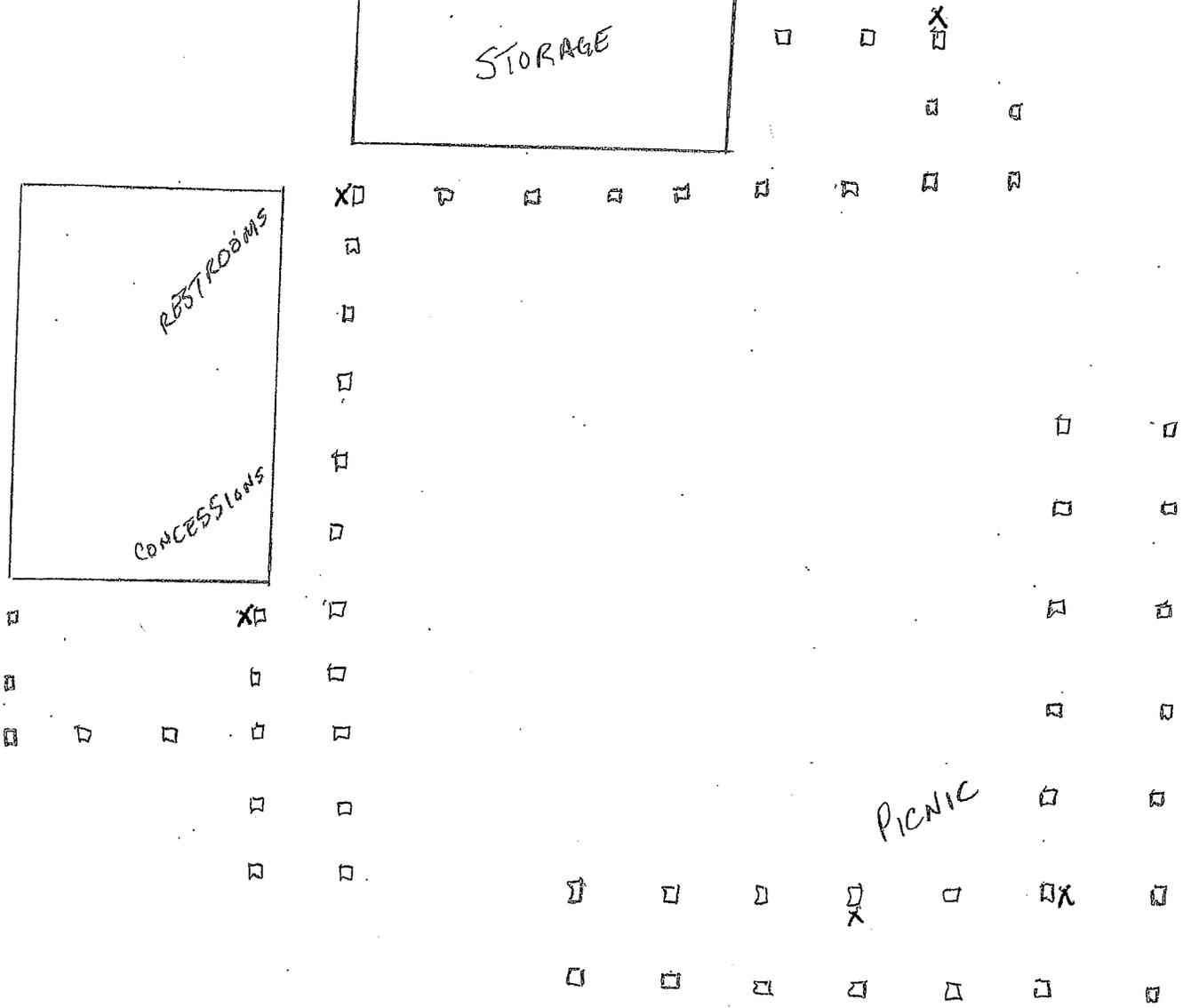
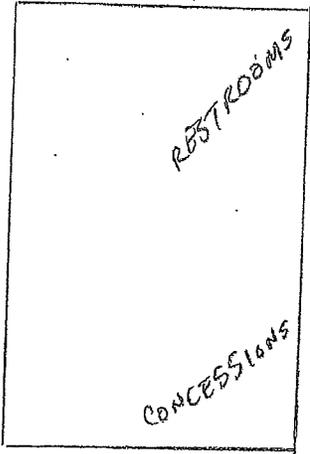
Rice Creek Fields Building Repairs
5880 Rice Creek Parkway
Shoreview , MN 55126

Include all labor and materials to do the following work;

1. Replace bad Cedar boards on columns per drawing.
2. Check other columns for nails sticking out and warped boards.
3. Re-nail warped boards to tighten gaps.
4. Pressure wash to clean all surfaces.
5. Apply Cabot's Exterior Alkyd Semi- Transparent Stain, Redwood Finish.
6. Include an IC-134 Form from the Minnesota Dept. of Revenue with invoice.
7. Do not include MN Sales Tax.

Replace damaged capstone on park sign at south entrance to park. Cast stone w/1" chamfer. Color match to existing stone work.

RICE CREEK FIELDS



**PROPOSED MOTION
TO APPROVE**

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Preliminary Plat application submitted by Zawadski Homes to subdivide and develop the property at 244 Grand Ave. and the adjacent vacant property into 10 lots for single-family detached homes. Said recommendation for approval is subject to the following conditions.

1. The approval permits the development of a detached single-family residential subdivision providing 10 parcels for single family residential development.
2. Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director prior to approval of the Final Plat. Issues identified in the memo dated March 18, 2015 by the City Engineer shall be addressed with the Final Plat submittal.
3. Final utility plans are subject to review and approval by the Public Works Director. Utilities shall be located underground as required by Code.
4. A Development Agreement, and an Erosion Control Agreement shall be executed and related securities submitted prior to any work commencing on the site. A Grading Permit is required prior to commencing work on the site.
5. The development of this subdivision shall comply with the comments of the Lake Johanna Fire Department dated March 19, 2015. A fire hydrant shall be installed to serve Lots 1-4 prior to submittal of a building permit application for those lots.
6. A Public Recreation Use Dedication fee shall be submitted as required by City Code prior to release of the Final Plat.
7. A landscape/tree-replanting plan shall be provided in accordance with the City's Tree Protection Ordinance. Trees on the property, which are to remain, shall be protected with construction fencing placed at the tree driplines prior to grading and excavating. Said plan shall be submitted for review and approval by the City Planner prior to submittal of the Final Plat application.

8. The Final Plat shall include drainage and utility easements along all property lines. Drainage and utility easements along the front and rear property lines shall be 10 feet wide and 5 feet wide along the side lot lines. Other drainage and utility easements shall be provided over the proposed stormwater management areas, infiltration basins and as required by the Public Works Director.
9. The developer shall secure a permit from the Ramsey Washington Metro Watershed District prior to commencing any grading on the property.
10. The Developer shall submit a schedule for construction that reflects the comments of the Lake Johanna Fire Department and the 2016 planned street improvements by the City.
11. If construction on Lots 1 thru 4 is proposed prior to the completion of the City street improvements, the Developer shall submit access plans for those Lots that comply with the requirements of the Uniform Fire Code.
12. The Developer shall submit a petition for Vacation of the public right-of-way with the Final Plat application. Access in the remaining Centre St. right-of-way shall be adequate to provide access for the City and adjacent residents.

This approval is based on the following findings:

1. The proposed development plan supports the policies stated in the Comprehensive Plan related to land use and housing.
2. The proposed development plan carries out the recommendations as set forth in the Housing Action Plan
3. The proposed development plan will not adversely impact the planned land use of the surrounding property.
4. The preliminary plat complies with the subdivision and minimum lot standards of the Development Code.

ROLL CALL: **AYES** _____ **NAYS** _____

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

TO: Mayor, City Council, City Manager
FROM: Rob Warwick, Senior Planner
DATE: April 30, 2015
RE: File No. 2565-15-08, Zawadski Homes, 244 Grand (and adjacent vacant land),
Preliminary Plat

Introduction and Background

Zawadski Homes has submitted a Preliminary Plat application for the property at 244 Grand Ave., and the adjacent vacant land. The property is currently developed with a single-family dwelling at 244 Grand Ave., and is approximately 2.75 acres in area. The subject property is comprised of four tax parcels, and is subject to a purchase agreement between Zawadski Homes and the property owner, Carol Osterbauer.

In 2013 the City reviewed a Concept Planned Unit Development (PUD) application submitted by the applicant for this property. At that time, the applicant proposed that private driveways would provide access to the 6 lots fronting on Grand Ave. During the review process, the City Council expressed a strong preference that the future lots along Grand Avenue access from a public street rather than using private drives within the right-of-way. The Council also commented that existing alley access for residents should be maintained.

This neighborhood is planned for street reconstruction in 2019, however if the plat is approved, the City will improve Grand Ave. in 2016 to insure that improvements made now are consistent with City needs, which extend past the boundary of the proposed development. A second change is the relocation of a trail/sidewalk connecting Grand Ave. with North Owasso Blvd. This connector had been proposed to be located within the current right-of-way of Centre Street. However, due to improvements being made to the County Park, it is preferable to install the trail connector west of this proposed development, nearer the lake, where the County will be constructing a new trail spur in conjunction with other improvements to the park.

Site Characteristics

The property was platted in 1890, as part of the plat of Owasso. Platted lots in Owasso typically were 40-feet by 130-feet, and intended for use as sites for seasonal cabins. The plat dedicated public streets and alleys, with 60-foot and 20-foot right-of-way widths, respectively. Most of the platted streets and alleys remain public, although several street and alley segments have been vacated. Alleys remain un-improved, and there is not a pattern to the streets that have been improved. A copy of the plat showing the status of public improvements, and an aerial photo are attached.

The property is bounded on the north by Grand Ave., which is improved from Soo St. to the house at 244 Grand Ave. The platted street extends west to the east shore of Lake Wabasso. Municipal water and sanitary sewer have been installed throughout the length of the street, but a road surface has been installed only over the east portion from Soo Street to the existing house at 244 Grand Ave. on the subject property. The pavement ends at a barricade and there is no formal turnaround.

North Owasso Boulevard is the south site boundary, and this street is improved throughout its length, including municipal utilities. A bituminous trail is located on the north side of this street. An unimproved 20-foot wide alley is located between the two streets, and an unimproved portion of Centre Street also crosses the property north to south, and this short street segment is about 280 feet extending from North Owasso Blvd. to the unimproved portion of Grand Ave. Overhead utility wires and supporting poles are located in the unimproved portions of both Centre St. and Grand Ave.

The property is wooded with mature trees. Oak, cottonwood, locust and elm are the predominant species. There are several older buildings located on the vacant portions of the property.

Project Summary

The applicant proposes to re-plat the property with a total 10 lots for development with detached single family homes. Four lots are proposed with frontage on North Owasso Boulevard and six lots proposed with frontage on Grand Ave. The plans show building pads with approximate 50-by 50-foot areas. The preliminary grading plan identifies lookout basements and three-stall attached garages. Two-story house designs are expected. Drives for the houses fronting on North Owasso Blvd. are shown with driveway turnaround areas to facilitate access onto this collector road. Both Grand Ave. and North Owasso Blvd. are under the jurisdictional of the City.

Preliminary Plat

The property is located in the R-1 Detached Residential District, where detached single-family homes are a permitted use, and the area is designated for RL, Low-Density Residential (0 to 4 units per acre) in the Land Use Chapter of the Comprehensive Plan.

The subdivision standards (Section 204.030) require that new lots have frontage on dedicated public right-of-way, drainage and utility easements, underground utilities, payment of a public recreational use dedication fee, stormwater management infrastructure, and provision of municipal sewer and water to each resulting dwelling.

Lot Layout. The proposed lots comply with the minimum standards of the R-1 District (Sec. 205.082 (D)), all exceeding the minimum 75-foot width, 125-foot depth, and 10,000 square foot area required in this District. The six lots with frontage on Grand Ave. are proposed with

uniform widths of about 80-feet. The lots fronting on North Owasso Blvd. are wider, and all a lot width of 90-feet, except Lot 7, which has a 99.4-foot width. The applicant intends to request the City vacate the public right-of-way over portions of the alley and a section of Centre Street that transects the development. Several of the adjoining property owners have indicated they intend to join the request, and the right-of-way area expected to be part of this future vacation request is shown on the attached survey.

Stormwater Management. The property is located in the Ramsey Washington Metro Watershed District, and District permits will be required for the development. The existing drainage flows generally from east to west. Several basins have been designed to manage the increased flows that will result from the development. These basins are shown in the rear yards of the development, and staff believes the location will hinder maintenance of the infrastructure and use of the yards by future homeowners. The plans are being revised to reflect the staff comments, and will be prepared for the final plat. Staff notes that the plan submitted by the applicant demonstrates that stormwater for the site can be managed in compliance with the requirements of the City. The staff also believes that the management practices proposed can be revised to better suit site conditions by using infiltration as the principal management practice. The comments of the City Engineer are attached.

Tree Impacts. The site is heavily wooded, with trees of varying species and sizes. Oak and locust are the most common mature trees, and there are about 50 landmark trees on the site. Tree impacts will be fully evaluated when the grading plan is approved. Staff estimates that about half of the landmark trees will be removed to facilitate grading and the new dwellings. Each building site is expected to be graded individually, and this may allow retention of trees to a greater extent than if mass grading were used to prepare the site.

General Land Use Compatibility

Compatibility is discussed in terms of the existing land use, and the planned land use that is designated in the City's Comprehensive Plan, as shown on an attached excerpt from Map 4-3, Planned Land Use. Area land uses are dominated by detached single-family uses, although a variety of different land uses have been established nearby. The Ramsey County Lake Owasso Residence is located about 200 feet east of the property on the south side of North Owasso Blvd., and is designated with an Institutional planned land use. There is a railway line about 500 feet to the east, across Soo St., with a designation of Railroad.

West of the development site is the Ramsey County park, including picnic facilities and boat launch ramps for both Lake Owasso and Lake Wabasso. The park is designated with a planned land use of Park.

Zoning

The property is located in the R-1, Detached Residential District, where detached single family uses are a permitted use. An excerpt of the Zoning Map is attached. The surrounding uses are also zoned R-1, except the abandoned County public works site is zoned UND – underdeveloped, and the commercial properties which are in the C1 – Retail Service District. The proposed low density residential use appears compatible with the existing and planned land uses of nearby land.

Density

In areas where the planned land use is designated RL, Low Density Residential, density up to 4 units per acre is permitted. Using the current site area, 2.74 acres, the density proposed is 3.65 units per acre. This density includes the area of portions of right-of-way adjacent to the development that will be proposed for vacation (Centre St. and the alley, as shown on the plan). This density is consistent with the Comprehensive Plan land use plan.

Access and Streets

All of the lots have the required frontage on public right-of-way. Lots 1 thru 6 have frontage on Grand Ave., which is not improved and so access for these parcels is a concern. Lots 7 thru 10 have frontage on North Owasso Blvd. which is improved.

Street improvement for this area has been programmed for 2019. However, based on comments by the Council during the concept review process, staff expects the improvements to Grand Ave. from Soo St. west, including an extension to the Janice alley and a connection to the paved portion of Centre St. in 2016. That project will include stormwater management infrastructure for public drainage. The costs will be apportioned between the City, for work outside the development, and the Developer, for the portion of street and storm costs attributed to the development area. The Developer's share is expected to be approximately \$150,000, and this will be addressed in the Development Agreement for the project.

The Developer has indicated a desire to construct homes on the proposed lots on Grand Ave. prior to completion of the public road, and will rely on temporary driveways for access. Staff has included a condition of approval requiring a plan for access to these lots to insure public safety until the road improvements have been completed.

Public safety comments for the development are attached. Street improvements are required to address these concerns, as well as to provide connectivity to existing dead-end roads.

Vacation of Public Right-of-Way

The applicant will petition the City to vacate public right-of-way, and the formal application for the vacation typically occurs with the final plat. For this subdivision, the applicant proposes vacation of certain portions of the alley between North Owasso Blvd. and Grand Ave., and the segment of Centre St. south of Grand. Several adjacent property owners have indicated they will

join the future vacation request. These owners reside at 271 No. Owasso Blvd. and 236 Grand Ave. The areas expected to be included in the vacation request are shown on the submitted plans.

Staff notes that the portion of Centre St. is used by nearby owners to access the rear of their properties via an unpaved driveway from North Owasso Blvd., and that drive continues west from Centre St. in the alley. The driveway location in Centre Street will accrue to the property at 271 No. Owasso Blvd., and the owner states he will convey an easement for access to his neighbor. His comment is attached.

Public and Agency Comment

Property owners within 350 feet the development site were notified of the request, and development notification signs were posted on the property. Three written comments with concerns about changing the nature of the neighborhood, vegetation and wildlife have been submitted. These include comments from the property owners who use the southern segment of Centre St. to access the rear of their properties and are concerned with the vacation request, which appear to have been resolved. The comments are attached. A fourth comment, submitted after the Planning Commission review, identifies concern with the potential vacation of Centre St., which could be used as an emergency access to and from the neighborhood in the event of a train derailment on the railroad tracks along Soo St., and a vacation of the public street could result in the isolation of the neighborhood in the event of an accident.

The Fire Marshall commented that access roads are necessary and shall be maintained until Grand Ave. has been improved. Hydrant access must be provided. Grand Ave. addresses shall not be used until the street is improved for access. The comment is attached.

Planning Commission Review

The Planning Commission reviewed the application and held the required public hearing at their March 24, 2015 meeting. The Commission took testimony from residents, who identified concerns about erosion control, continued alley access, and traffic on No. Owasso Blvd. and Grand Ave. In response to comments the developer stated that the style of the houses will fit into the neighborhood, and that the future vacation request would not include the alley behind 277 and 271 No. Owasso Boulevard.

The Commissioners determined that the proposed lots complied with City requirements and discussed tree replacement and storm water management. With a unanimous (6-0) recommendation to the Council for approval, the Commission revised conditions of approval to exclude vacation of the alley south of Lots 1 and 2, and for the developer to work with staff so that the remaining right-of-way provides adequate access for City purposes and those of the adjoining residents. A copy of the draft meeting minutes are attached. Note in response to the

Planning Commission recommendation, the applicant has revised the plans excluding the area of the alley south of Lots 1 and 2.

Recommendation

Staff has reviewed the proposed plat and found that the lots shown comply with the standards of the Development Code. The Planning Commission reviewed the application, held the Public Hear and recommended approval. Staff recommends that the City Council approve the preliminary plat, subject to the following conditions:

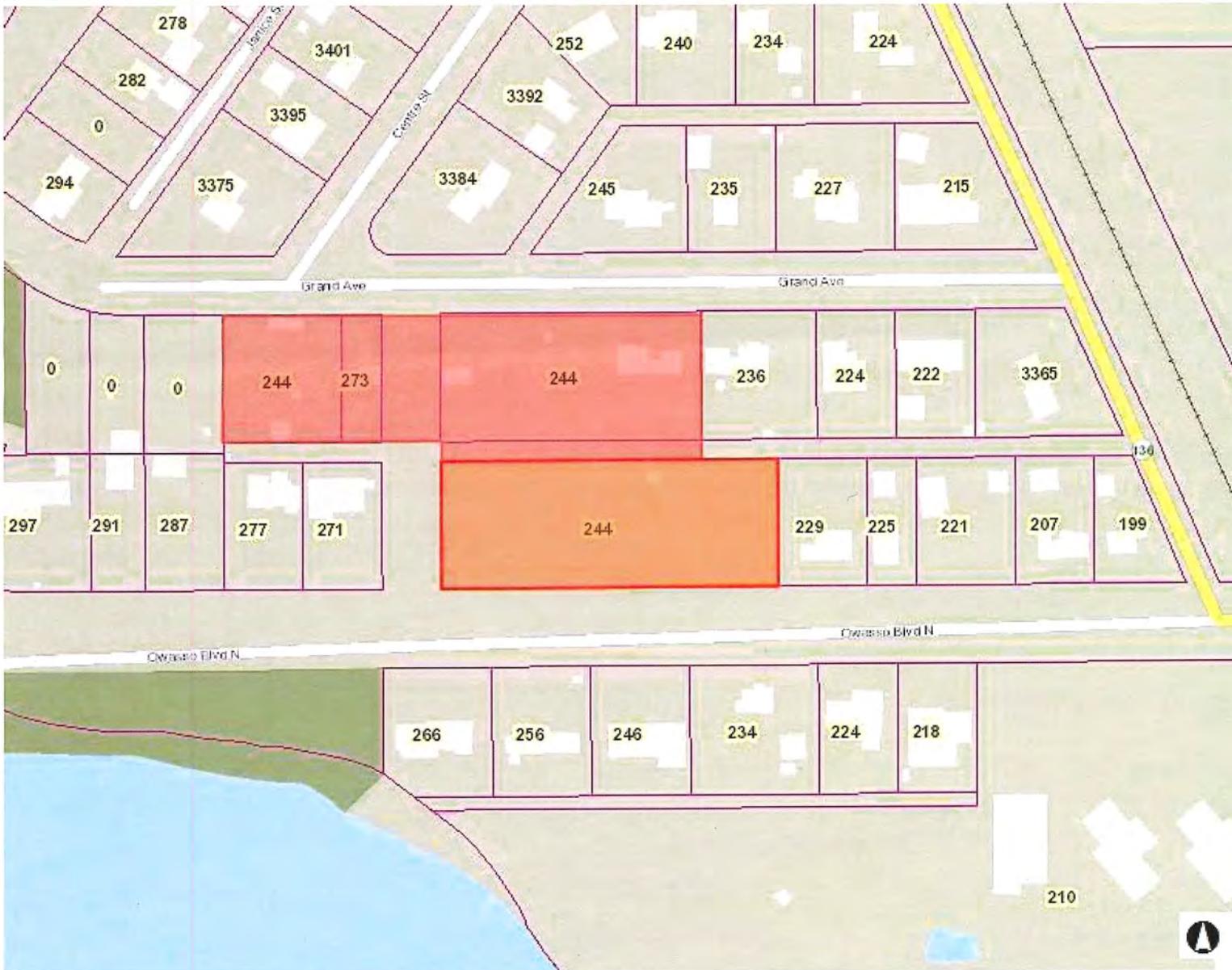
1. The approval permits the development of a detached single-family residential subdivision providing 10 parcels for single family residential development.
2. Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director prior to approval of the Final Plat. Issues identified in the memo dated March 18, 2015 by the City Engineer shall be addressed with the Final Plat submittal.
3. Final utility plans are subject to review and approval by the Public Works Director. Utilities shall be located underground as required by Code.
4. A Development Agreement, and an Erosion Control Agreement shall be executed and related securities submitted prior to any work commencing on the site. A Grading Permit is required prior to commencing work on the site.
5. The development of this subdivision shall comply with the comments of the Lake Johanna Fire Department dated March 19, 2015. A fire hydrant shall be installed to serve Lots 1-4 prior to submittal of a building permit application for those lots.
6. A Public Recreation Use Dedication fee shall be submitted as required by City Code prior to release of the Final Plat.
7. A landscape/tree-replanting plan shall be provided in accordance with the City's Tree Protection Ordinance. Trees on the property, which are to remain, shall be protected with construction fencing placed at the tree driplines prior to grading and excavating. Said plan shall be submitted for review and approval by the City Planner prior to submittal of the Final Plat application.
8. The Final Plat shall include drainage and utility easements along all property lines. Drainage and utility easements along the front and rear property lines shall be 10 feet wide and 5 feet wide along the side lot lines. Other drainage and utility easements shall be provided over the proposed stormwater management areas, infiltration basins and as required by the Public Works Director.
9. The developer shall secure a permit from the Ramsey Washington Metro Watershed District prior to commencing any grading on the property.

10. The Developer shall submit a schedule for construction that reflects the comments of the Lake Johanna Fire Department and the 2016 planned street improvements by the City.
11. If construction on Lots 1 thru 4 is proposed prior to the completion of the City street improvements, the Developer shall submit access plans for those Lots that comply with the requirements of the Uniform Fire Code.
12. The Developer shall submit a petition for Vacation of the public right-of-way with the Final Plat application. Access in the remaining Centre St. right-of-way shall be adequate to provide access for the City and adjacent residents.

Attachments:

1. Location Map
2. Submitted Plan
3. Aerial Photo
4. Plat of Owasso, 1890
5. Zoning Map
6. Planned Land Use Map
7. City Engineer Comment
8. Memo from Rick Current, Fire Marshal, LJFD
9. Planning Commission Meeting Minutes, Dec. 3, 2013, and March 24, 2015
10. City Council Meeting Minutes, January 6, 2014
11. Public Comment
12. Proposed Motion

Zawadski Preliminary Plat Location



Legend



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

300.0 0 150.00 300.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

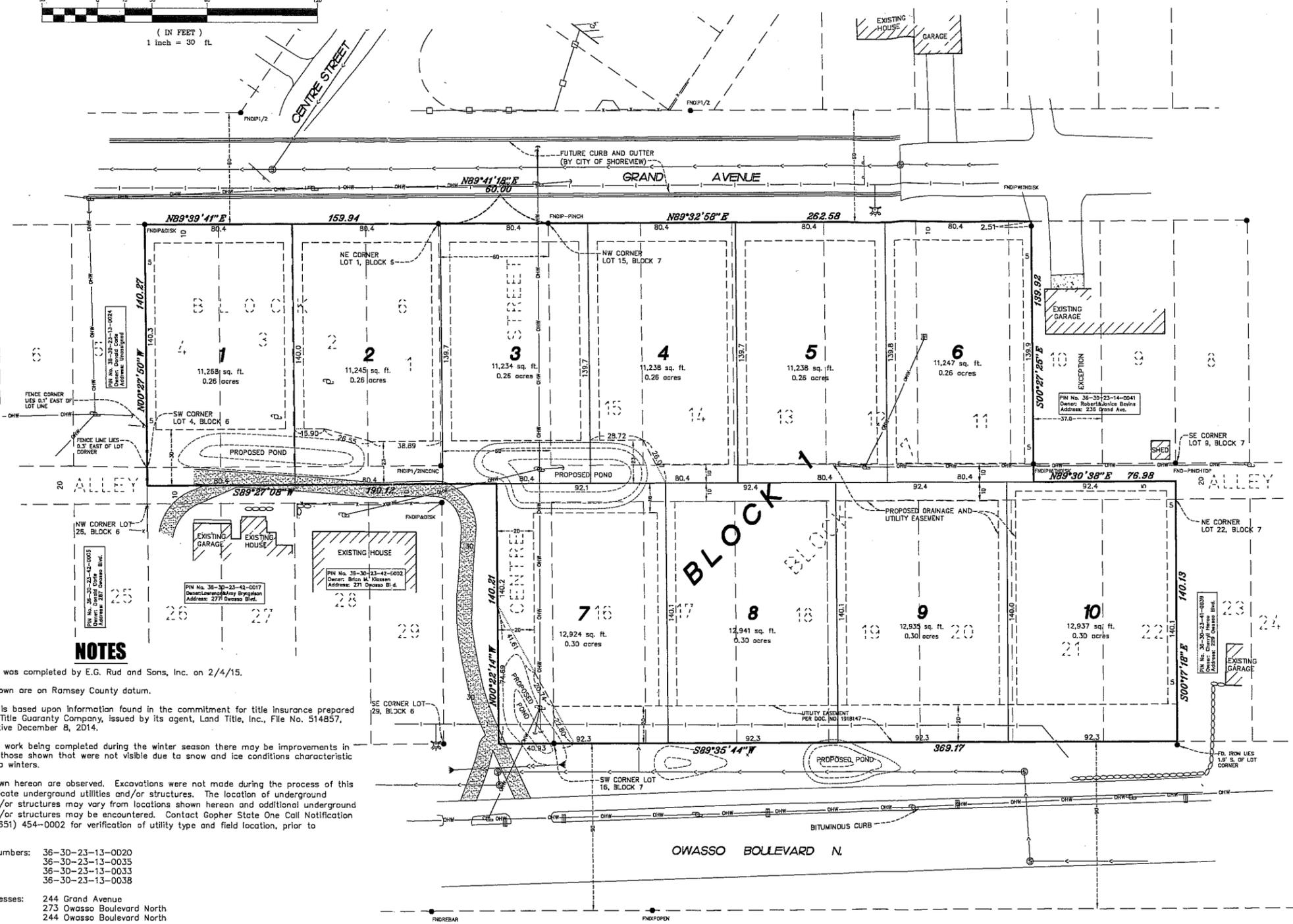
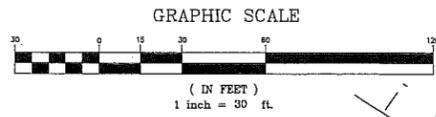
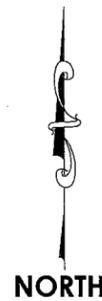
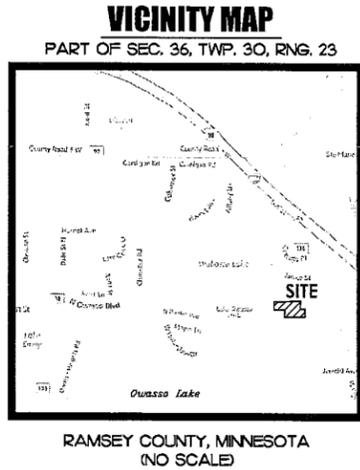
Notes

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PRELIMINARY PLAT

~of~ OWASSO BEACH
 ~for~ ZAWADSKI HOMES
 4614 CHURCHILL STREET
 SHOREVIEW, MN 55126
 (651)483-0518

PROPERTY OWNERS:
 CAROL J. OSTERBAUER
 MARIAN L. PUETZ



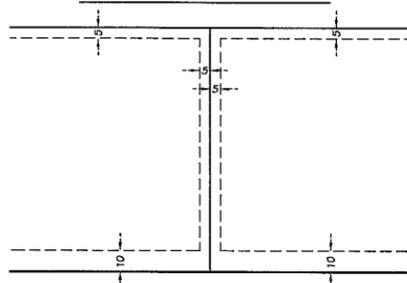
LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- DENOTES CATCH BASIN
- ⊙ DENOTES STORM SEWER MANHOLE
- ⊕ DENOTES SANITARY SEWER MANHOLE
- ⊗ DENOTES MISCELLANEOUS MANHOLE
- ⊛ DENOTES HYDRANT
- ⊚ DENOTES POWER POLE
- x 952.35 DENOTES EXISTING SPOT ELEVATION
- DENOTES SIGN
- ⊠ DENOTES ELECTRICAL BOX
- ✓ DENOTES GUY WIRE
- ⊞ DENOTES MAILBOX
- ⊡ DENOTES STORM SEWER APRON
- ⊞ DENOTES WOVEN WIRE FENCE
- ⊞ DENOTES WOOD FENCE
- ⊞ DENOTES RETAINING WALL
- ⊞ DENOTES EXISTING CONTOURS
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- ⊞ DENOTES OVERHEAD WIRE
- ⊞ DENOTES CONCRETE SURFACE
- ⊞ DENOTES BITUMINOUS SURFACE
- ⊞ DENOTES GRAVEL SURFACE
- ⊞ DENOTES ROAD TO BE VACATED

NOTES

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- Parcel ID Numbers: 36-3D-23-13-0020
 36-3D-23-13-0035
 36-3D-23-13-0033
 36-3D-23-13-0038
- Parcel Addresses: 244 Grand Avenue
 273 Owasso Boulevard North
 244 Owasso Boulevard North
- Proposed ponding per Plowe Engineering.

TYPICAL EASEMENTS



EXISTING ZONING:

R-1 (DETACHED RESIDENTIAL DISTRICT)
 SETBACKS:
 FRONT - 25 FEET (MINIMUM)
 REAR - 30 FEET (MAXIMUM)
 SIDE - 10 FEET
 REAR - 30 FEET
 MINIMUM LOT AREA: 10,000 SQ. FT.
 MINIMUM LOT WIDTH: 75 FEET
 MINIMUM LOT DEPTH: 125 FEET

DEVELOPMENT INFORMATION

TOTAL NUMBER OF SINGLE FAMILY LOTS = 10
 PARCEL AREA = 119,186 S.F./2.74 Acres
 AVERAGE SINGLE FAMILY LOT SIZE = 11,919 S.F.
 PROPOSED DENSITY = 3.6 LOTS / ACRE

RIGHT-OF-WAY TO BE VACATED

That part of Centre Street as dedicated on the plat of OWASSO, Ramsey County, Minnesota, which lies northerly of a line drawn from the southeast corner of Lot 29, Block 6 to the southwest corner of Lot 16, Block 7, and lying southerly of a line drawn from the northeast corner of Lot 1, Block 6 to the northwest corner of Lot 15, Block 7, all in said plat of OWASSO.
 That part of the alley as dedicated on the plat of OWASSO, Ramsey County, Minnesota which lies easterly of a line drawn from the southwest corner of Lot 4, Block 6 to the northeast corner of Lot 9, Block 7 and lies westerly of a line drawn from the southeast corner of Lot 9, Block 7 to the northeast corner of Lot 22, Block 7, all in said plat of OWASSO.

LEGAL DESCRIPTION

(per Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 514857.)
 Lots 1, 2, 3 and 4, Block 6; Lot 10, except the East 37 feet thereof and Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 7; all in Owasso Addition, Ramsey County, Minnesota.

Abstract property.

BENCHMARK

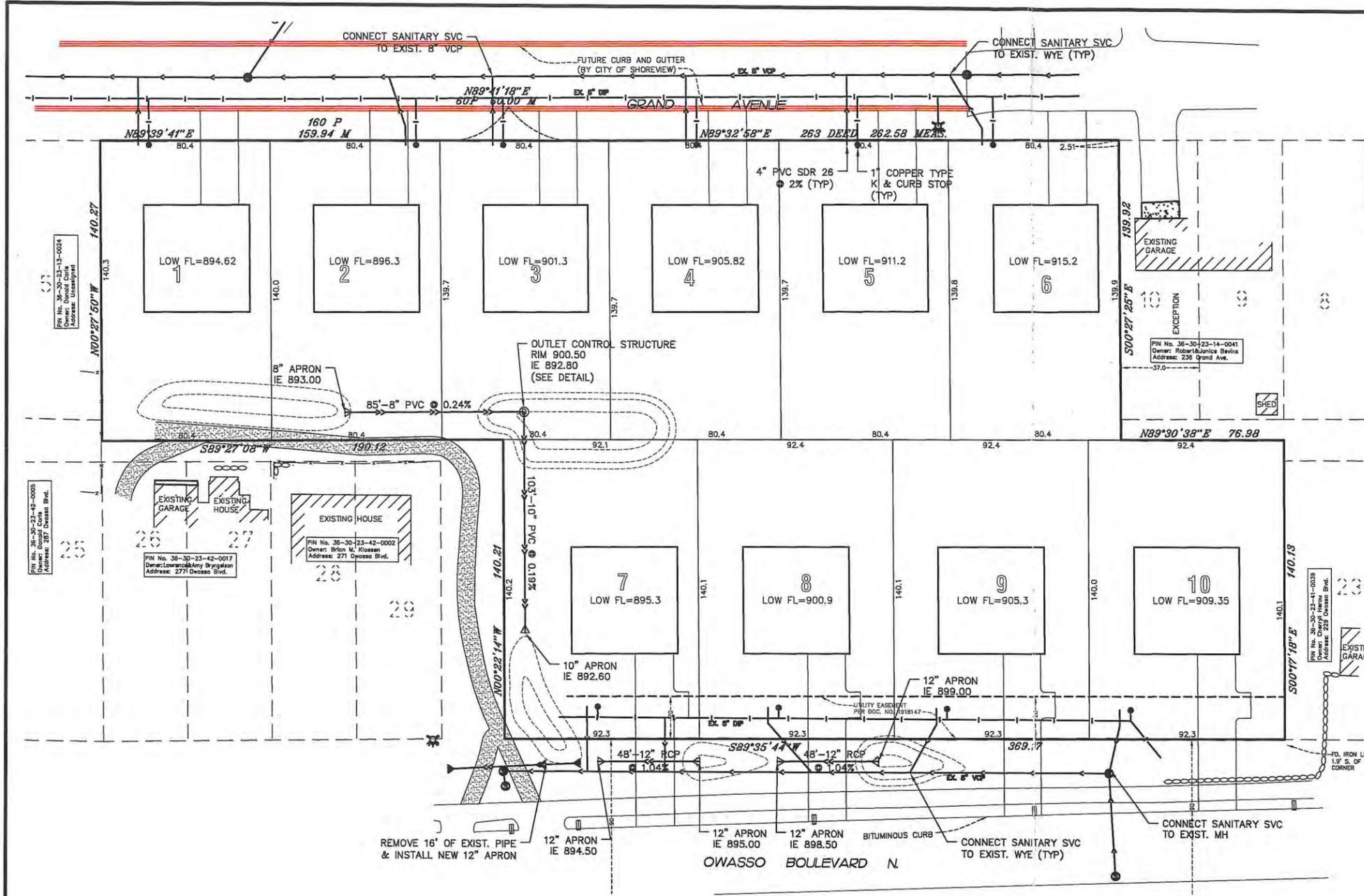
RAMSEY COUNTY BENCHMARK #9113
 ELEVATION: 928.435 (NAVD 88)

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

MASON E. RUD
 Date: 2/23/15 License No. 41578

E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701

DRAWN BY: BPN	JOB NO: 12054PP	DATE: 2/23/15	
CHECK BY: JER	SCANNED		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY



LEGEND

	EXISTING OVERHEAD ELECTRIC		PROPOSED WATER PIPE
	EXISTING UNDERGROUND TELEPHONE		PROPOSED SANITARY SEWER PIPE
	EXISTING UNDERGROUND CABLE		PROPOSED STORM SEWER PIPE
	EXISTING TELEPHONE PEDESTAL		PROPOSED DRAIN TILE AND CLEAN-OUT
	EXISTING ELECTRICAL PEDESTAL		PROPOSED ELECTRIC SERVICE *
	EXISTING CABLE PEDESTAL		PROPOSED GAS SERVICE *
	EXISTING UTILITY POLE		PROPOSED TELEPHONE SERVICE *
	EXISTING LIGHT POLE		PROPOSED STORM MANHOLE
	EXISTING STORM SEWER		PROPOSED CATCH BASIN
	EXISTING WATER MAIN		PROPOSED FLARED-END SECTION
	EXISTING SANITARY SEWER		PROPOSED GATE VALVE
	EXISTING FORCEMAIN		PROPOSED HYDRANT
	EXISTING STORM MANHOLE		PROPOSED SANITARY SEWER MANHOLE
	EXISTING CATCH BASIN		PROPOSED CONTOUR
	EXISTING FLARED-END SECTION		PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
	EXISTING GATE VALVE		PROPOSED SILT FENCE
	EXISTING HYDRANT		PROPOSED DIRECTION OF DRAINAGE
	EXISTING WELL		PROPOSED BITUMINOUS
	EXISTING SANITARY SEWER MANHOLE		PROPOSED CONCRETE
	EXISTING CONTOUR		PROPOSED RIP-RAP
	EXISTING SPOT ELEVATION		PROPOSED FILTRATION MEDIA
	EXISTING SPOT ELEVATION (MATCH INTO ELEVATION)		PROPOSED INLET PROTECTION
	EXISTING BITUMINOUS		PROPOSED HEAVY-DUTY PAVEMENT
	EXISTING BITUMINOUS (TO BE REMOVED)		PROPOSED ENKAMAT
	EXISTING TREES		
	EXISTING TREES (TO BE REMOVED)		
	EXISTING RETAINING WALL		
	EXISTING FENCE		
	EXISTING WETLAND		

DRAWN BY: C.M. DESIGN BY: C.W.P.
 CHECKED BY: C.W.P. PROJ. NO. 15-1532
 ORIGINAL DATE: FEBRUARY 23, 2015

DATE	REVISION DESCRIPTION

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Minnesota.

Charles W. Plowe
 CHARLES W. PLOWE
 L.I.C. NO. 16227
 DATE: 02.23.2015

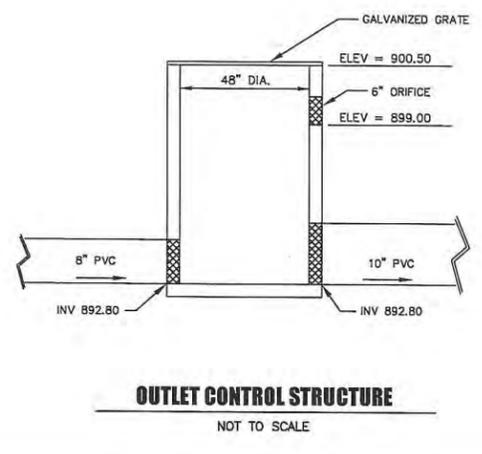
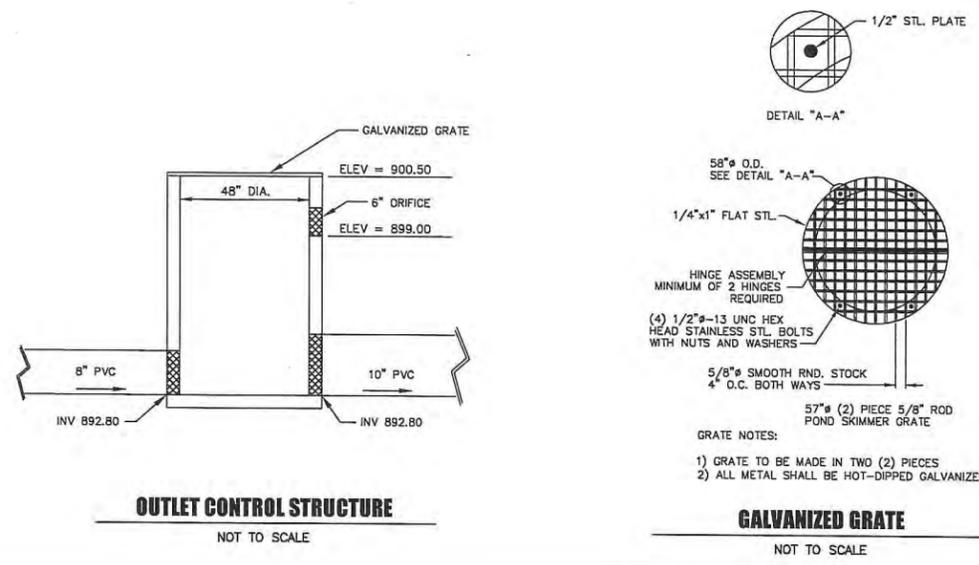
OWASSO BEACH
SHOREVIEW, MINNESOTA
 PRELIMINARY UTILITY PLAN

PREPARED FOR:
ZAWADSKI HOMES

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
 6776 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (851) 381-8210
 FAX: (851) 361-8701



G2



811
 Know what's below.
 Call before you dig.

PRELIMINARY UTILITY PLAN
OWASSO BEACH

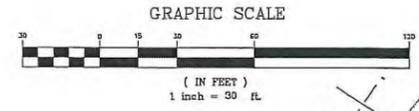
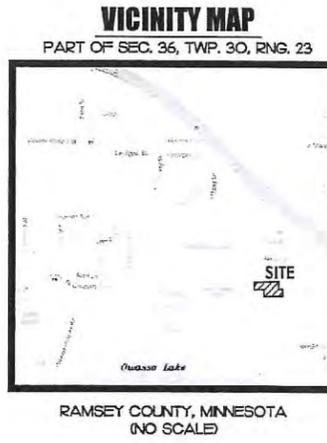
2/23/2015

VACATION EXHIBIT

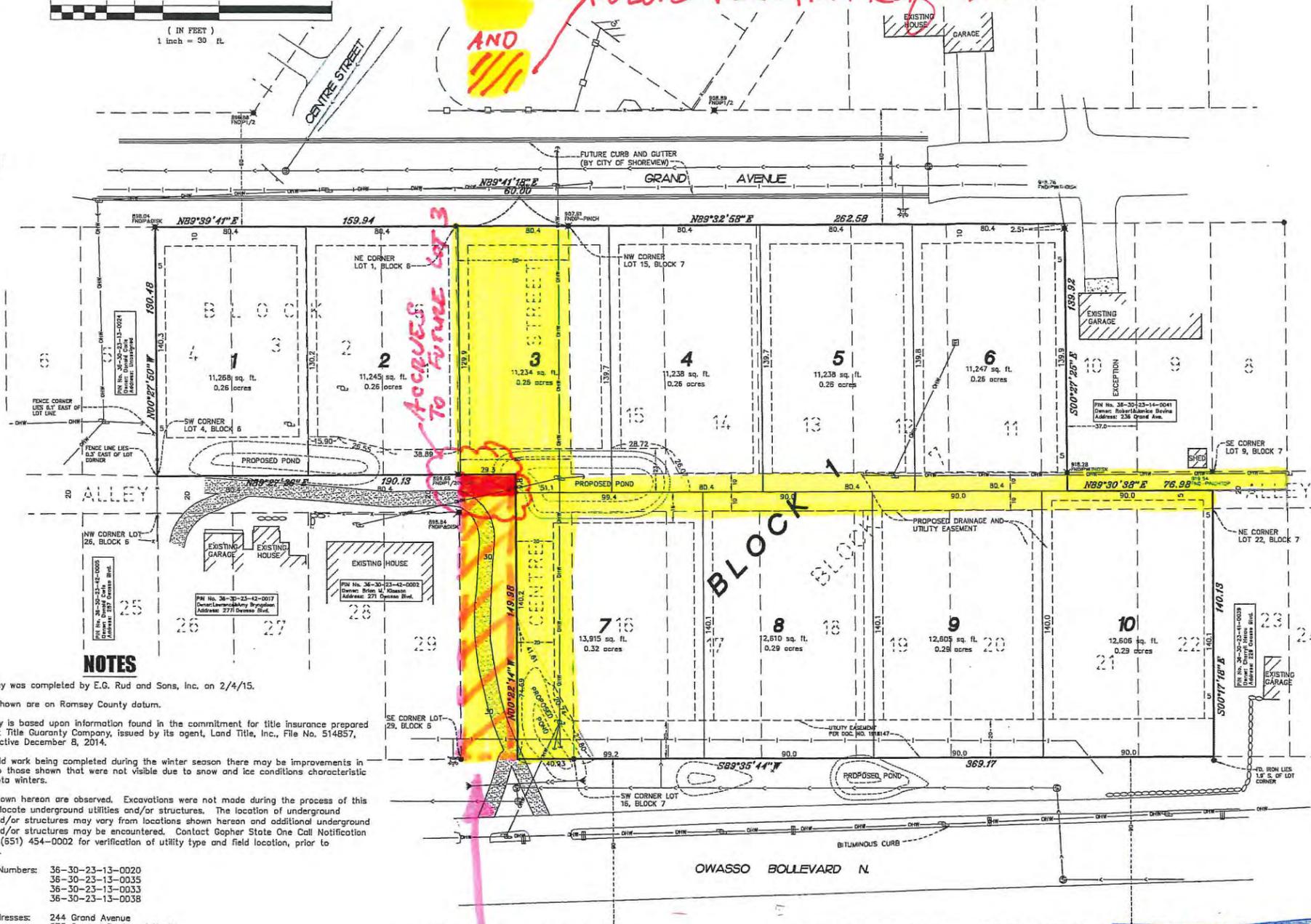
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 4614 CHURCHILL STREET
 SHOREVIEW, MN 55126
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PROPERTY OWNERS:
 CAROL J. OSTERBAUER
 MARIAN L. PUETZ



Future Vacation Request
 AND



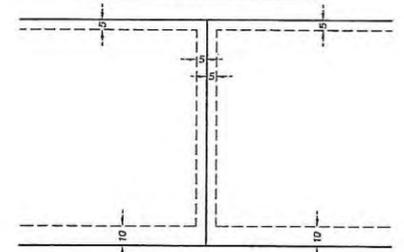
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- ⊙ DENOTES ADJACENT PARCEL OWNER INFORMATION (PER RAMSEY COUNTY TAX INFORMATION)

NOTES

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- Parcel Addresses: 244 Grand Avenue, 273 Owasso Boulevard North, 244 Owasso Boulevard North
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TYPICAL EASEMENTS



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 Abstract property.

BENCHMARK

RAMSEY COUNTY BENCHMARK #8113
 ELEVATION: 928.435 (NAVD 88)

RECEIVED
 APR 28 2015
 BY:

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

VASON E. RUD
 Date: 3/30/15 License No. 41578

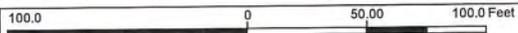
E. G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701

NO.	DATE	DESCRIPTION	BY
1	2/27/15	REVISED LOT DIMENSIONS	BPN
2	3/30/15	REVISED RIGHT OF WAY VACATION	BPN
3			

Osterbauer Property - Aerial View



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



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

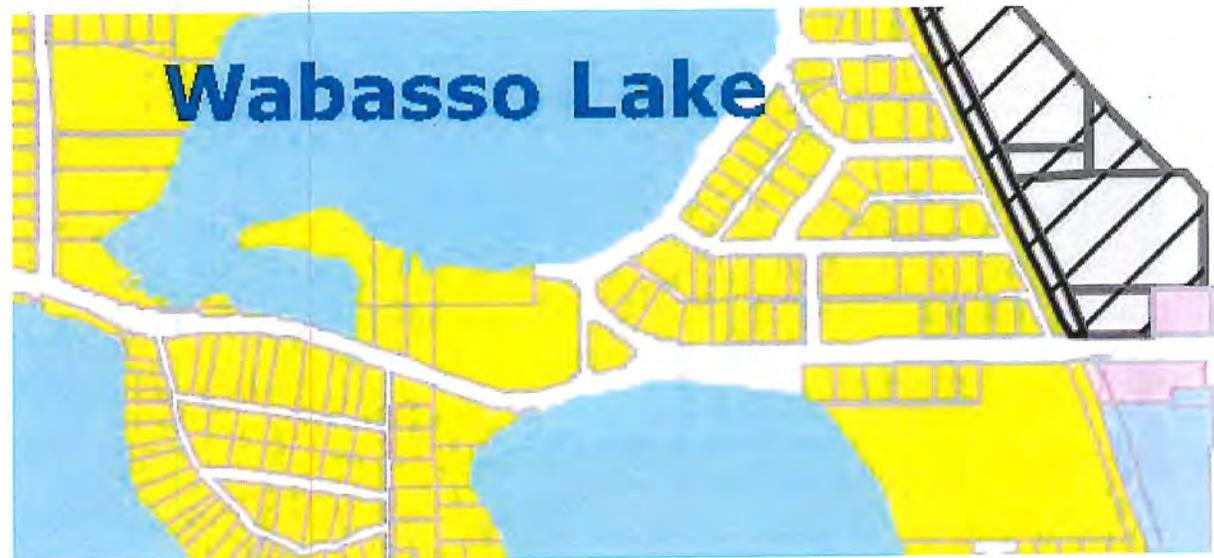




IMPROVED FOR TRAVEL, RIGHT-OF-WAY
 VACATED RIGHT-OF-WAY

Zoning Classifications

-  RE - Residential Estate
-  R1- Detached Residential
-  R2 - Attached Residential
-  R3 - Multi-Dwelling Residential
-  R4 - Mobile Home Residential
-  C1 - Retail Service
-  C2 - General Commercial
-  OFC - Office
-  I - Industrial
-  T - Tower
-  OS - Open Space
-  PUD - Planned Urban Development
-  UND - Urban Under Developed
-  BPK - Business Park
-  Water



Excerpt from the Shoreview Zoning Map,
March 9, 2009

 PDA Boundaries

Planned Land Use

-  Residential (up to 4 units/acre)
-  Residential (4 - 8 units/acre)
-  Residential (8 - 20 units/acre)
-  High Density Senior Residential
-  Office
-  Commercial
-  Mixed Use
-  Business Park
-  Tower
-  Light Industrial
-  Institutional
-  Park
-  Recreational Open Space
-  Natural
-  Railroad
-  Open Water



Excerpt from Map 4-3,
Planned Land Use,
2008 Shoreview
Comprehensive Plan

Date: March 18, 2015
To: Rob Warwick, Senior Planner
From: Tom Wesolowski, City Engineer
Subject: Zawadski Homes - Preliminary Plat for Proposed Subdivision

The City of Shoreview Engineering staff has reviewed the preliminary plat and preliminary drainage and grading plan for the proposed subdivision and has the following comments:

1. The proposed project is located within the jurisdiction of the Ramsey-Washington Metro Watershed District (RWMWD). The entire development will disturb more than 1-acre and a permit from the RWMWD will be required. The City requires that all information that is submitted to Ramsey-Washington, as it relates to the proposed development, also be sent to the City of Shoreview.
2. Engineering staff has met with the developer to discuss potential modifications to the proposed drainage and grading plan that would meet the operational and maintenance requirements of the City. Staff will continue to work with the developer to develop a drainage and grading plan that is acceptable to the City.
3. Water main and sanitary sewer is located within the Grand Avenue and Owasso Boulevard N. right of way and available to service the proposed lots. Water and sanitary sewer service lines are also installed to the property line of many, but not all of the proposed lots. For those lots water and sanitary services will need to be installed.
4. The improved portion of Grand Avenue was scheduled to be reconstructed in 2019 as part of a larger project programmed for 2019 that includes the neighborhood to the north. As part of that project Grand Avenue was to be extended to the west and connected to Centre Street and Janice Street. City staff has met with the developer and it was agreed that if the development project proceeds, the City would reconstruct the improved portion of Grand Avenue and construct the extension to the west as a public improvement project in 2016.
5. Because the Grand Avenue construction will not be completed until 2016, the developer may want to install temporary driveways to the easterly and westerly most lots on Grand Avenue to allow construction to occur on the lots. City staff will evaluate proposed temporary driveways on a lot by lot basis, which will include contacting the Fire Marshal concerning access of emergency vehicles.
6. On the proposed grading plan, the driveway grades for the lots on Owasso Boulevard North are shown to tie into the existing grade prior to crossing the existing trail. No grade changes to the existing trail or street should be required.
7. The developer is requesting the existing alley located within and adjacent to the proposed development and the portion of Centre Street right of way adjacent to the development be vacated. The alley and the Centre Street right of way do not currently serve a public

purpose and due to the nature of development that has occurred in the area will not serve a public purpose in the future.

The developer is currently canvassing the property owners of the lots adjacent to the alley and Centre Street to determine if a majority support the vacation request. One property owner that uses the Centre Street right of way as a main access to their property would be affected by the vacation, but an easement could be granted to allow the property owner to continue to use the access. The developer is working with the affected property owners on the required easement.

Depending on the final stormwater collection and treatment infrastructure installed as part of the development, a drainage and utility easement may be required over a portion of the vacated Centre Street right of way to allow access to maintain the storm water infrastructure.

There are many other right of way areas in the surrounding neighborhood that do not currently serve a public purpose and due to the nature of development that has occurred in the area will not serve a public purpose in the future. During the design phase of the Grand Avenue reconstruction and extension staff will evaluate the right of way areas to determine if a recommendation should be made to vacate the areas.



LAKE JOHANNA FIRE DEPARTMENT

5545 LEXINGTON AVENUE NORTH • SHOREVIEW, MN 55126
OFFICE (651) 481-7024 • FAX (651) 486-8826

March 19th, 2015

Zawadski Homes
248 Grand

File No. 2565-15-08

- Access
 - Fire Department Access Roads must be provided
 - Access Roads must be maintained and clear at all times
- Property Addresses cannot have a Grand Address until road is complete
 - Applies to lots 1-4
 - Property address must be clearly visible
- Hydrant's must be accessible at all times
- Access plans must be provided prior to construction
- Verify lots to be constructed
 - Concern of hydrant access if lots 1-4 are developed

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Current".

Rick Current
Fire Marshal
Lake Johanna Fire Department

Shoreview Planning Commission
December 3, 2013 Meeting Minutes, Excerpt

PLANNED UNIT DEVELOPMENT – CONCEPT REVIEW

FILE NO: 2506-13-33
APPLICANT: BEN & CAROL OSTERBAUER / ZAWADSKI HOMES
LOCATION: 244 GRAND AVENUE & 244 OWASSO BLVD. NORTH,
INCLUDING ADJACENT VACANT PROPERTY

Presentation by Senior Planner Rob Warwick

The property consists of 2.75 acres and is developed with a single-family home on 244 Grand Avenue. The proposal is to subdivide the property into 10 lots for further development of detached single-family homes. The PUD process is used because of the proposed use of private driveways.

The property is designated RL, Low Density Residential. The immediate surrounding land uses include RL and parks and the Ramsey County Home, which is Institutional (I). Surrounding property is zoned R1. Staff believes that the proposed use for single-family homes is compatible. The proposed density would be 3.65 units per acre, which is consistent with R1 zoning and the planned land use designation.

The preliminary plat needs to include lot widths of a minimum of 75 feet, 125 feet in lot depth and a lot area of a minimum of 10,000 square feet. There must be frontage on a public road with access to municipal sewer and water. Utilities shall be underground, and plans for storm water management shall be submitted. The development is subject to park fees.

The proposed lots exceed the minimum lot size and have frontage on a public road, although a portion of Grand Avenue is not surfaced. The proposal for a private drive access for the proposed lots raises concerns about public or private ownership, maintenance responsibilities and public safety.

Staff notes that the City's Capital Improvement Program (CIP) has a designated street improvement project for 2019. As a result of the proposed subdivision, the City. This would address storm water management and the concern about a private drive and would provide improved public street access to the proposed lots. A permit from Ramsey-Washington Metro Watershed District would be required.

The proposed vacation of public right-of-way would be submitted with the final plat review. The vacation includes the alley right-of-way and a portion of unimproved Centre Street. Currently, Centre Street is used by residents to access the rear of their properties. Residents would oppose vacation, if that access would be impacted.

The property is significantly wooded. A tree inventory will be required, and tree replacement will be required per Code.

Shoreview Planning Commission
December 3, 2013 Meeting Minutes, Excerpt

Property owners within 350 feet were notified. Concerns relate to changes of neighborhood character, traffic, loss of wildlife habitat and tree loss.

Commissioner Ferrington asked the reason for vacation of the public alley. Mr. Warwick stated that vacation is not needed for lot depth or minimum lot area requirements. The alleys are not maintained by the City. The right-of-way for Centre Street is 60 feet wide. Vacation of a portion would almost be the size of another lot for development.

Commissioner Proud asked if a developer would fund necessary access roads. Mr. Warwick stated that the residents and City will be better served with improved road surfaces. Costs to the developer will be discussed as the plan progresses.

Commissioner Proud stated that this area may be one where added requirements for surface water management are needed.

Commissioner McCool suggested that extending Grand Avenue to a cul-de-sac would eliminate the need for any private drives. Mr. Warwick agreed but noted that the Fire Department would like to see better connectivity for Janice Alley and Centre Street. That would drive a City project. Grand Avenue would be improved for public access.

Commissioner Ferrington asked if the alley could alleviate access onto North Owasso Boulevard, a very busy street. Mr. Warwick responded that staff does not support use of alleys that are difficult to maintain. It has been determined that residents would not back out of drives onto North Owasso Boulevard but would have to be able to drive out.

Mr. Steve Zawadski, 5476 Lake Avenue, stated that he would be the builder and developer. It is anticipated the homes would be in the \$400,000 price range. The goal is to get comments. Single private driveways were proposed because there is no road. Road improvements could bring the neighborhood together.

Mr. Robert Hoertsch, 266 North Owasso Boulevard, asked the Commission to consider the impacts of vacating Centre Street to North Owasso Boulevard. There is no parking on North Owasso Boulevard, and the alleyway is used for parking as well as rear access. Although the lot sizes, meet minimum standards, 75-foot lot widths dictate that the homes be built with a north/south orientation. Other houses in the neighborhood are oriented east/west. The neighborhood is eclectic with no two homes the same. Also, the houses will be closer to the road than existing houses that are on larger lots. The area around the lake is a wildlife habitat for bald eagles, deer, fox. The trees provide shelter, homes and food for the wildlife. He does not object completely to the proposal, but it is too dense. He is concerned about water quality as he has had to put in two water purifiers to get clear water. His water pressure is very low and that is also a concern.

Shoreview Planning Commission
December 3, 2013 Meeting Minutes, Excerpt

Mr. Lee Byngelson, 277 North Owasso Boulevard, stated that originally his only access to his property was Centre Street and the alley. If the alley is vacated, he will not be able to access his garage. A loss of 10 feet of the alley will give him 10 feet for a u-turn into his garage. There would be no parking for guests. He maintains Centre Street with a snowblower. He has offered to buy the two lots behind him and would like the opportunity to purchase it. The water runoff is an issue because it slopes down Grand to his yard. He would be concerned about headlights shining into his house. He is not opposed to the development as a whole, but he is concerned about vacation of the alley and orientation of the new homes.

Ms. Kathy Connolly, 3384 Centre Street, stated that she likes the development as planned. She did submit a letter of concern regarding the style of home. What is shown on the website is beautiful and she would approve. The water runoff is an issue, and they have invested a significant amount in drain tile. She would be pleased for the cottonwoods to be taken out. Some of the right-of-ways could be vacated other than what is used for access. The property owned by the City is not maintained and could be vacated to be maintained by property owners.

Mr. Bob Bevins, 236 Grand Avenue, stated that he does not want to see Grand Avenue opened to traffic. It was opened once in the past and cars speed through the area. He favors the proposal but does not want to see Grand opened.

Commissioner Ferrington asked the reason to vacate the alley. **Mr. Zawadski** responded that he thought the alley was not being maintained and was not used. He thought it would help the area. However, he is willing to reconsider that request.

Commissioner Proud stated he does not want to see shared private driveways. The development should wait for public streets. There are surface water issues that need to be addressed. Access to existing properties is an issue with the confined routes of access and traffic. The layout is military, and he would like to see more style

Chair Solomonson stated that his main concern is frontage on a public street, but with road improvements that would be addressed. Another concern is alley access to garages.

Commissioner Ferrington expressed concern about vacating Centre Street up to the alley. If Centre Street is not vacated, there are three lots that could not be developed. She would propose that the other lots then be widened to allow more flexibility in alignment. In general, this is a nice development. Addressing drainage issues is critical with the lake in the area.

Commissioner Wenner echoed Commissioner Proud's concern about more creativity in the layout. The character of this neighborhood has evolved over time and is very eclectic. The uniformity being dropped denies creativity. The additional curb cuts on North Owasso Boulevard disturbs the bike trail in the neighborhood. He would like to see private driveways on Grand Avenue minimized and have those curb cuts directly onto the public street of Grand Avenue.

Shoreview Planning Commission
December 3, 2013 Meeting Minutes, Excerpt

Commissioner Schumer agreed that the development has a box look. The alley is a tough situation. If that is access for some property owners, it is tough to vacate it.

Commissioner Thompson echoed the concerns of Commissioner Proud. Also, more curb cuts on North Owasso Boulevard will impact trail use. She would prefer to see more diversity to maintain the beautiful area that it is.

Commissioner McCool stated that he does not favor private driveways, but he understands the City may not move at the same pace as the developer. He does not believe vacation of the alley is feasible. He would like to see less vacation on Centre to leave more driving room. He would also like to see the house orientation on North Owasso Boulevard changed. This is a good concept and creative use of the property.

**SHOREVIEW PLANNING COMMISSION
MEETING MINUTES
March 24, 2015**

CALL TO ORDER

Chair Solomonson called the March 24, 2015 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

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

Commissioner Thompson was absent.

APPROVAL OF AGENDA

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to approve the March 24, 2015 Planning Commission meeting agenda as presented.

VOTE: Ayes - 5 Nays - 0

APPROVAL OF MINUTES

MOTION: by Commissioner Ferrington, seconded by Commissioner Peterson to approve the February 24, 2015 Planning Commission meeting minutes, as presented.

VOTE: Ayes - 4 Nays - 0 Abstain - 1 (Schumer)

Commissioner Schumer abstained, as he did not attend the February 24th meeting.

Chair Solomonson noted Commissioner Doan's arrival at 7:03 p.m.

REPORT ON CITY COUNCIL ACTIONS

City Planner Kathleen Castle reported that the City Council approved the following as recommended by the Planning Commission:

- Conditional Use Permit for Michael Weber at 4136 Reiland Lane
- Minor Subdivision for James Medin at 4135 Rice Street

NEW BUSINESS

PUBLIC HEARING - MAJOR SUBDIVISION - PRELIMINARY PLAT

FILE NO.: 2565-15-08
APPLICANT: ZAWADSKI HOMES, INC.

LOCATION: 244-273 GRAND AVENUE/244 OWASSO BOULEVARD NORTH

Presentation by Senior Planner Rob Warwick

In 2013, Zawadski Homes submitted a Concept Planned Unit Development (PUD) for this property. The City Council expressed concerns about use of private roads/driveways for access to lots with frontage on unimproved Grand Avenue. All proposed lots will have public road frontage. The City's Capital Improvement Program (CIP) shows implementation in 2016 of some improvements scheduled for 2019. The 2016 improvements include Grand Avenue to Janice Alley with a connection to Centre Street. This would address the City's concerns about access from private roads and provide improved public street access to the proposed lots and neighborhood. The trail connection that was included in the Concept PUD has been eliminated. The City's street improvement project includes a trail connection for this neighborhood to the County Park trail system.

The property consists of 2.75 acres and four current tax parcels. There is an existing single-family home at 244 Grand Avenue. The proposed plan of 3.65 units per acre is consistent with the Comprehensive Plan designation of Low Density Residential. It is also compatible with adjacent land uses designated as Low Density Residential. The subdivided parcels will comply with R1 district standards. The proposed subdivision would be for 10 lots to develop detached single-family homes. The proposal is subject to a Purchase Agreement with the owner, Carol Osterbauer. The plat also requests a vacation from right-of-way that will be decided by the City Council.

Drainage and utility easements are shown at the side and rear lot lines as required. There are a number of storm water ponds within the development area. Proposed changes to the existing grade will use gravity to drain water to existing storm water ponds. Staff has concerns that rear yard lot locations for the ponds are not conducive for access to the ponds for maintenance because of homeowner use of the property. Staff is recommending the use of infiltration basins to address drainage needs. The proposal is subject to a permit from the Ramsey Washington Metro Watershed District.

The vacation of right-of-way raises the concern that while the right-of-way requested is not improved, there are current residents who use the right-of-way for access to rear yards and garages.

The property is wooded with approximately 50 landmark trees on the site. It is anticipated that approximately half will be removed for grading and home development. Tree replacement will be required as stipulated in City Code.

Property owners within 350 feet were sent notices of the proposal. Three comments were received indicating concerns that the development will change the neighborhood character with traffic, removal of vegetation, and impact on wildlife. The vacation request and use of alleyways will impact access for current residents. The Lake Johanna Fire Department has stated that if temporary access roads are used, they must be maintained until Grand Avenue is improved. Also, access must be maintained for the two hydrants on Grand Avenue.

Commissioner McCool stated that the lots would be in compliance without vacation and asked the reason for vacation. Mr. Warwick explained that this is the only place in the City where alleys are platted. When the road improvements are done for the area, excess right-of-way would not be necessary for the City to retain, and vacation could occur. This application accelerates vacation that would eventually occur.

Commissioner Ferrington asked the difference between using drainage ponds and infiltration methods. Mr. Warwick explained that the soil in the development area is sandy and very conducive to installation of perforated pipes that can collect water and allow water absorption underground. Commissioner Ferrington clarified that the developer would put in such pipes and the City would then maintain them. She expressed concern about North Owasso Boulevard because it is steep and questioned whether an infiltration system would work in that location.

Commissioner Doan asked if there are any plans to connect Grand Avenue to Owasso Boulevard and the current plan for a trail. Mr. Warwick answered that there are no plans to connect Grand Avenue and North Owasso Boulevard. Now that the trail connection to the County Park is part of the City street improvement plan, it is not included in this development.

City Attorney Kelly stated that proper notice was given for the public hearing.

Chair Solomonson opened the public hearing, stating that questions will be heard and answered at the end of public comments.

Ms. Lila Santana, 207 North Owasso Boulevard, asked if alley access to her property will be impacted by the requested vacation.

Mr. Frederick Gelbman, stated that he is representing Lois Gelbman at 294 Janice. His concern is that the topography is steep and that careful erosion controls are needed to prevent direct discharge of sediment into the Lake Wabasso.

Mr. Robert Hirsch, 266 North Owasso Boulevard, expressed concern that there are four lots facing North Owasso because of access issues. North Owasso is a very busy street, especially with railroad traffic. The neighborhood is quite eclectic and consideration needs to be given to the size of lots, type of housing and beauty of the neighborhood. Also attention is needed for water runoff and water pressure. He invited the developer to have a meeting at his house with neighbors, to discuss issues, but that has not happened.

Mr. Simon Ferriere, 222 Grand Avenue, agreed with Mr. Hirsch's comments. He stated that there are young children in the neighborhood. If Grand Avenue is changed to a through street, he is concerned about traffic and safety for the children.

Mr. Lee Bryngelson, 277 North Owasso Boulevard, stated that his major concern is how the vacation will impact access to his property. He has solely maintained the alley off Centre Street. If he were to lose 10 feet of the alley, he will not be able to back out of his garage or maneuver cars and boats. Also, there will be no place to push snow. Whatever drainage system is used, he wants to be sure his basement is not impacted, as his sump pump runs continuously during spring and heavy rain events.

Mr. Chris Nolan, 291 North Owasso Boulevard, expressed concerns about extending Grand Avenue beyond his property because of increased road traffic. He would prefer that Grand only extend to the new proposed lot but not all the way to Janice. Mr. Warwick noted that the Fire Department has recommended that both Janice and Grand Avenue have more than one connection for emergency access.

Mr. Steve Zawadski, Developer, stated that the style and quality of homes planned will be an asset to the neighborhood. The project engineer is working on an infiltration system to eliminate at least some of the ponds. He cannot present an infiltration system plan until he knows that it will work properly. He stated that the vacation of right-of-way previously identified behind 277 and 271 North Owasso Boulevard will not be requested.

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to close the public hearing.

VOTE: Ayes - 6 Nays - 0

Mr. Warwick stated that the City does not maintain any of the alleys shown in the plat but does not prevent public use of them for access. He does not see that traffic would increase with vacation. It should reduce use. He explained to Ms. Santana that vacation will not affect her use of that portion of the alleyway that she uses to access her home from the east.

Mr. Warwick stated that there should not be a problem with water pressure since this area is low topographically. Dirty water should improve with more users in the area and water being pushed more often through the pipes. He noted the Fire Marshall's comment that before installing any temporary roads for access, a plan must be submitted to the City for review and approval. Erosion control will be a part of the final plat review and construction plans.

Commissioner Ferrington clarified that the property owners at 277 and 271 would still have continued use of the alley if vacation were not extended to their properties.

Mr. Bryngelson stated that he agrees with the developer to not request vacation of the alley behind his home. He suggested that the developer develop a plan that would provide access to the proposed lots off Grand Avenue. Then there would not be any issues with alleys.

Commissioner Doan asked if there would be future requests for vacation on Centre Street. Mr. Zawadski stated that Centre Street is 60 feet wide. A vacation of 30 feet would be requested. The property owner at 277 would have continued access over the west half (30-feet) of the street.

Commissioner Doan asked if the cost of the extension of Grand Avenue will be assessed back to homeowners. Mr. Warwick explained that the Development Agreement will include apportionment of costs for the developer and how those costs will be paid to the City. There will be assessments to homeowners under the City policy for assessments.

Commissioner Peterson asked if the City needs access easements to the infiltration system for maintenance. Mr. Warwick stated that the City will need access to all infiltration and drainage systems. Vacation can be allowed as long as there are drainage system access easements.

Chair Solomonson asked the replacement rate for landmark trees. Mr. Warwick stated that requirements are based on lot area. If mass grading were done, tree replacement would be a 3:1 ratio. Grading on lots under 20,000 square feet requires tree replacement on a 1:1 basis. Planting can be done on the subject property or on other public land as identified by the City.

Commissioner Ferrington stated that the language of the motion is not strong enough to adequately address drainage. There are many areas that have steep topography and there is close proximity to a nice lake that needs to be preserved.

Commissioner Peterson noted that the proposed motion only mentions temporary driveways as being reviewed by the Department of Public Works on a lot by lot basis and will contact the Fire Marshal relating to access for emergency vehicles. He suggested adding the condition as stated by the City Engineer.

City Planner Castle noted that the 12 conditions in the staff report are the conditions that should be in the motion.

Commissioner McCool stated that he can support the preliminary plat and understands that the Public Works Director has final approval for drainage issues. Condition No. 1 should reference the fact that the lot boundaries for Lot Nos. 1 and 2 should be adjusted to reflect that no vacation will be requested.

Commissioner Doan suggested adding language that would insure that access to 277 from Centre Street would not be prohibited or impacted with the vacation and once the grading and drainage plans are approved by the Public Works Director.

Commissioner McCool asked if the entryway to 277 would be modified, if needed, to make the driveway accessible. Mr. Zawadski stated that he believes the City will want to maintain access with an improved surface, which would help driveway access.

Chair Solomonson noted that all lots meet City standards and he supports staff's recommendation.

MOTION: by Commissioner McCool, seconded by Commissioner Schumer to recommend the City Council approve the Preliminary Plat application submitted by Zawadski Homes to subdivide and develop the property at 244 Grand Ave. and the adjacent vacant property into 10 lots for single-family detached homes. Said recommendation for approval is subject to the following 12 conditions as listed on page 6 of the staff report, with two modifications: (1 at the end of condition No. 1, state that the boundaries for Lot Nos. 1 and 2 on the final plat shall be revised to reflect that there will be no vacation of the alley abutting such lots; and 2) condition No. 12 shall also state that the developer shall work with City staff to develop plans for improvements, as needed, to the remaining portion of Centre Street to provide adequate access for City purposes and the purposes of the neighbors. The motion is based on the four findings of fact listed in the motion sheet:

1. The approval permits the development of a detached single-family residential subdivision providing 10 parcels for single family residential development. Revisions shall be made to proposed Lots 1 and 2 that do not show any accrued alley right-of-way.
2. Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director prior to approval of the Final Plat. Issues identified in the memo dated March 18, 2015 by the City Engineer shall be addressed with the Final Plat submittal.
3. Final utility plans are subject to review and approval by the Public Works Director. Utilities shall be located underground as required by Code.
4. A Development Agreement, Erosion Control Agreement shall be executed and related securities submitted prior to any work commencing on the site. A Grading Permit is required prior to commencing work on the site.
5. The development of this subdivision shall comply with the comments of the LJFD dated March 19, 2015. A fire hydrant shall be installed to serve Lots 1-4 prior to submittal of a building permit application for those lots.
6. A Public Recreation Use Dedication fee shall be submitted as required by City Code prior to release of the Final Plat.
7. A landscape/tree-replanting plan shall be provided in accordance with the City's Tree Protection Ordinance. Trees on the property, which are to remain, shall be protected with construction fencing placed at the tree driplines prior to grading and excavating. Said plan shall be submitted for review and approval by the City Planner prior to submittal of the Final Plat application.
8. The Final Plat shall include drainage and utility easements along all property lines. Drainage and utility easements along the roadways shall be 10 feet wide and 5 feet wide along the side and rear lot lines. Other drainage and utility easements shall be provided over the proposed stormwater management areas, infiltration basins and as required by the Public Works Director.
9. The developer shall secure a permit from the Ramsey Washington Metro Watershed District prior to commencing any grading on the property.
10. The Developer shall submit a schedule for construction that reflects the comments of the LJFD and the 2016 planned street improvements by the City.
11. If construction on Lots 1 thru 4 is proposed prior to the completion of the City street improvements, the Developer shall submit access plans for those Lots that comply with the requirements of the Uniform Fire Code.
12. The Developer shall submit a petition for Vacation of the public right-of-way with the Final Plat application. The Vacation request shall not include the alley right-of-way north of 271 and 277 North Owasso Blvd. Centre Street shall retain sufficient width to provide the City access for stormwater infrastructure maintenance and to provide access to existing residents who now rely on the right-of-way.

Findings of Fact:

1. The proposed development plan supports the policies stated in the Comprehensive Plan related to land use and housing.
2. The proposed development plan carries out the recommendations as set forth in the Housing Action Plan
3. The proposed development plan will not adversely impact the planned land use of the surrounding property.

PLANNED UNIT DEVELOPMENT CONCEPT REVIEW - 244 GRAND AVENUE AND 244 OWASSO BOULEVARD NORTH

Presentation by City Planner Kathleen Castle

Zawadski Homes seeks to redevelop the property at 244 Grand Avenue, 244 North Owasso Boulevard and vacant adjacent land. Zawadski Homes has entered into a purchase agreement with the property owner and proposes to subdivide the property into 10 lots for single-family residential homes. The entire redevelopment property consists of 2.75 acres. There is one existing single-family home with frontage on Grand Avenue. The plat shows 60 feet of road right-of-way for the access streets and 20 feet for existing alleyways. The streets and alleys are in public ownership, although some of the roads and alleys are not improved. The platted street of Grand Avenue that extends west from Soo Street to the east shore of Lake Wabasso is not improved. The entire length of North Owasso Boulevard is improved. Sanitary sewer and water are provided in the improved portions of road right-of-way. There is an unimproved alley between Grand Avenue and North Owasso Boulevard, and an unimproved section of Centre Street across the property. The proposal shows three lots that would front on the unimproved portion of Grand Avenue and be accessed by private drives from Centre Street to the alley with access to the back of the homes. This would be a deviation from current standards, and PUD zoning is proposed. The proposal seeks vacation of public right-of-way.

No formal action is taken during a Concept Review. The purpose is for review and comment by the Planning Commission, City Council and public.

The proposed development is consistent with the City's Comprehensive Plan for low density residential (RL) development in this area at 0 to 4 units per acre. The proposal is for 3.65 units per acre. It is also compatible with adjoining land uses designated as RL. The platted parcels comply with R1 district standards and have frontage on public roads. The key issue is access with private drives, storm water management and street vacations. Vacation is requested for Centre Street and a portion of the alleyway, which are used by some residents to access rear yards of their property. Staff has concerns about maintenance of private drives and perceived ownership and public safety.

In 2019, the Capital Improvement Program identifies the entire area for street and storm water improvements. As a result of this application, the City is considering the possibility of implementing some of the improvements in 2014, such as improving Grand Avenue to the Janice alley to eliminate the need for a private drive access.

Property owners within 350 feet were notified of the proposal. Comments received expressed concerns about changing the character of the neighborhood, traffic, vegetation and wildlife. There is also concern about the use of alleyways and the impact of the needed street vacations. Residents would like to see better access for public safety. The alleyways are used, and residents would be impacted by any vacation.

Mr. Lee Bringleston, 277 North Owasso Boulevard, stated that for the last 18 years his family has been the sole source of upkeep and maintenance for Centre Street and the alley. If 10 feet of the alley were vacated, that would leave him 8 to 10 feet to access his garage and no access if the entire alley is vacated. He has no issue with development but wants to be sure to maintain access to his home from Centre Street and the alley.

Commissioner Proud stated that a PUD involves deviation from standards with a return benefit for the City. With this proposal, he does not see a return benefit. It will impose a hardship on new homeowners with long private driveways. There is also pressure on the City to accelerate street improvements. He would like to see any development wait until the streets have been improved and a much nicer plan developed for this area.

Mr. Brian Klassen, 277 North Owasso Boulevard, stated that Centre Street is used to access the rear of his property. He is present to monitor what happens to Centre Street. If the City has no plans to improve Centre Street, he would suggest dividing it up among the neighbors for their use.

Councilmember Withhart expressed concern about the long driveways and right-of-way. He suggested it is the developer's responsibility to improve the road. Mr. Maloney responded that there is an odd collection of alleys and roads in the area. At this time the City is trying to determine what portion of the road project could be done to accommodate development and he would expect that the developer would pay for road improvements that benefit the development. The most complicated part is storm water drainage for the entire neighborhood.

Councilmember Withhart stated that he would like to see Grand Avenue make a loop to provide access to homes rather than using alleys. Another concern would be that this is not an area where a block of similar looking homes would fit. He would encourage the southern lots to not have driveways off Owasso but keep the alley in public domain with traffic access off Centre Street.

Councilmember Quigley stated that putting in long private driveways would not be right. The proposal takes bits and pieces to try to fit together.

Mayor Martin stated that she does not mind uniformity in development. Her concern is the burdensome process with right-of-ways and shared driveways, when there will be a public project within a few years. She would like to see 10 new lots and would like to see as much of the road improvement accelerated to simplify access.

Councilmember Wickstrom stated that it is premature to do the development until after the street improvements are done. She would be reluctant to give up any existing right-of-way until it is known how the streets will be improved. She cannot support the development with long shared driveways that could be a problem for neighbors.

Steve Zawadski, the applicant, stated that he understands private drives are not acceptable but is trying to provide access without knowing the final road design. The homes shown are not the final design but a placeholder design as an example. He thanked the Council and staff for this concept process that helps him better understand what is needed. He assured the Council that he will work with the homeowners who live there.

It was the consensus of the Council that access to existing homes be preserved, that all homes have frontage on a public street and that whatever can be done to accelerate the road improvements for development be considered.

DESIGNATION OF LEGAL NEWSPAPER FOR 2014

City Manager Schwerm reported two bids, one from the Arden Hills Bulletin which is lower than the bid from the Shoreview Press. While the Shoreview Press provides better City coverage, there is difficulty for legal notices because it is published bi-weekly. Staff is recommending use of the Arden Hills Bulletin for the legal newspaper.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to designate the Shoreview-Arden Hills Bulletin as the legal newspaper for the City of Shoreview for the 2014 calendar year.

Discussion:

Councilmember Wickstrom stated that she would appreciate it if the Shoreview-Arden Hills Bulletin would provide better coverage for Shoreview.

Mayor Martin stated that she would like to see the Shoreview Press find the means to return to weekly publication because that newspaper provides the best coverage for the City.

Councilmember Withhart asked if progress has been made to use the City's website for legal notices rather than the newspaper. Mr. Schwerm stated that the League of Minnesota Cities is lobbying for this change, but it has not passed yet.

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

APPOINTMENTS TO COMMITTEES/COMMISSIONS

City Manager Schwerm stated that there are two committees with no recommendations. The Lake Regulations Committee is allowed 7 to 9 members and currently has 3 members serving with one seeking reappointment. Two additional people have expressed interest. He has proposed a joint meeting with the City Council at its February workshop to discuss the future of the Committee before any appointments or reappointments are made.



Robert Warwick <rwarwick@shoreviewmn.gov>

Development comments

Brian Klassen <bklassen@shoreviewmn.gov>
To: Robert Warwick <rwarwick@shoreviewmn.gov>

Thu, Mar 19, 2015 at 2:51 PM

Hi Rob,

Below are my comments for the proposed development. Thanks.

My name is Brian Klassen and I reside at 271 Owasso Blvd North. I have no general disagreements with the development of this property; however, I do have some concerns regarding the implementation of the proposed vacation of Centre Street by the City. My concern involves the access that my neighbor (277 Owasso Blvd North) and I enjoy that allows us to gain entry to the rear (North side) of our respective properties via Centre Street and the adjoining alley. In order for me to fully support this project it is imperative this access be maintained. In my case I use the route to park my motor home behind my house and my neighbor uses the full space of the alley to utilize his garage which faces the alley. As it now stands there is a real question of whether these plans provide for us both with the necessary room to continue our access.

Thank you for considering my comments.

Brian Klassen

RECEIVED

MAR 18 2015

BY:

- 10. The construction of 10 houses as planned has a definite negative affect on home owners 281-277 as it cripples their ability to access portions of their property
- 11. Proposed development is in conflict with other planned and built housing in Shoreview. Developer should rethink to a more realistic approach of larger lot size, fewer houses - Better Design

Comments:

- 1. Development of all 10 lots will eliminate the ability of my neighbor @ 277 N. Owasso to access his garage.
- 2. Neighbor @ 277 N. Owasso has taken care of and maintained Center St from end of street to N. Owasso for past 15 years
- 3. Proposed housing style resembles 'Barrack' style housing and is positioned N. to S. 90% of houses from Victoria to Rice are positioned E to W. Style of ^{existing} houses are unique and give neighborhood an "eclectic" atmosphere - Barrack housing will break up scenery and distract from natural beauty of neighborhood
- 4. Safety of Owasso home. Residence at risk. Increased traffic additional driveways, may cause harm/danger to O.H. Residence as they are of diminished capacity. Also puts traffic burden on N. Owasso
- 5. Bulden was invited to meeting with neighbors a few last
Name: Bob & Jo Anne Hebertsch
Address: 266 N. Owasso Blvd

t:/2015pct/2565-15-08 244 grand/neighborhood survey

- Council meeting and city agreed that was a good idea. Bulden agreed but never followed up
 - 6. 10 houses proposed - as such lots are of minimum size and not consistent w/ neighborhood
 - 7. Disruption of natural habitat - (fox, deer, bald eagles)
 - 8. City water pressure may be an issue. 266 N. Owasso has low water pressure and no remedy was offered by city
 - 9. There is no street for parcels 1-6! (Grand Ave)
- Does advancing street planning negatively affect taxes for current home owners?

To: Shoreview City Planning Committee
Re: Proposed redevelopment of Osterbauer Property
Date: 3/17/15

I am Lee Bryngelson and live at 277 N. Owasso Blvd. I do have an issue with the vacation of Center St. and the alley behind our house as this is my access to my garage. If the Center St. and the alley are made smaller by the vacation I will NOT be able to get a car in or out of my garage as the garage opens onto the alley.

My family has used Center Street and the alley since 1989 (the year purchased) to access the house. Looking at the survey markers, there will not be room for me to drive in or out of the garage if the street and alley are cut in half. I just need to make sure that I will continue to have access to my garage.

I was told after the last planning meeting on this last fall that the builder (Zawadski) would be contacting the surrounding residents to talk about the plans. I was concerned that he had never contacted me and after I saw the survey crew in February 2015 I call the Shoreview City Planner, Kathleen Castle with my concerns that the builder had not contacted me. The builder did finally stop by unannounced (just knocked on my door on 3/9). I did have a short conversation with him about my concerns and he said he would set up a time to meet with me this week (week of 3/16-3/20).

I will be at the meeting on Tuesday 3/24 to address my concerns in person as I did at the previous to meetings.

Thank you.

Lee Bryngelson
277 N. Owasso Blvd.
Shoreview, MN 55156

April 28, 2015

Mr. R. Warwick, Senior Planner

Shoreview City Planning

RE: File #2506-13-33/Zawadski Homes Development

Dear Mr. Warwick,

Thank you for your advice this date regarding Zawadski Homes Development, File #2506-13-33. My comments are listed herein.

In reviewing the correspondence from your offices, the maps do not include any evacuation route for this neighborhood in the event of a derailment or toxic spill. It is clear that Soo Street would be immediately closed if this occurred, resulting in no evacuation route to safety.

The maps you provided do not indicate any evacuation route in the development if Soo Street were closed. While your letter indicates there are driveways that access North Owasso Blvd. and Centre Street, it does not solve evacuation for the remainder of the neighborhood. The existing streets, which are all 'dead-end' and are currently barricaded, are Grand Avenue, Centre Street, Janice Street and Cottage Place.

My understanding is the intent is to open these streets and connect them to Soo Street. But if Soo Street is closed, what evacuation route would be available to vehicular traffic out of this neighborhood to safety? Further, how would emergency vehicles access the residents if Soo Street is closed?

My request is for an updated map, inclusive of the entire neighborhood from Grand to Cottage indicating paved evacuation away from any Soo Railroad (CP) tracks catastrophes. The safety of my wife, who is disabled, is my utmost concern.

It is curious that the original platting (1890) of this neighborhood indicated Wabasso Avenue, seemingly a road that proceeded around the east shore of Lake Wabasso, joining Cottage Place, Janice Street, Grand Avenue and Park Place connecting with North Owasso Blvd. Your correspondence from Nov. 14, 2013 indicated a separation in the development that once may have been Centre Street. However, the correspondence from Mar. 11 of 2015 does not indicate an evacuation route to North Owasso Blvd.

I have been unable to attend the past meetings, however, I plan to attend the May 4th City Council meeting to participate in this discussion. Thank You.

Sincerely,



Steve Galatowitsch, 224 Grand Avenue, Shoreview, 490-0708.





Robert Warwick <rwarwick@shoreviewmn.gov>

Comments for May 4, 2015 Council meeting

Brian Klassen <bklassen@shoreviewmn.gov>
To: Robert Warwick <rwarwick@shoreviewmn.gov>
Cc: Kathleen Castle <kcastle@shoreviewmn.gov>

Thu, Apr 30, 2015 at 2:14 PM

Comments for May 4, 2015 Council meeting

In regards to the Zawaski development plan I would like to go on record as supporting the vacation of the entire area of Centre Street. My support is contingent on the alley behind my property at 271 Owasso Boulevard North and my neighbor's property at 277 Owasso Boulevard North NOT be vacated. Such a plan would allow me to access the rear of my property and my neighbor (Lee Bryngelson) to access the garage at the rear of his property. Mr. Bryngelson and myself have an understanding that if Centre Street is vacated in its entirety that I would provide an easement to allow him to access the alley behind our respective properties.

I would also request that in the future any curb that is built along North Owasso Blvd. contain an opening to allow us entry from the street onto the easement.

I apologize for not attending the meeting on May 4 as I have a previous engagement in northern Minnesota. If needed, I can be reached by cell phone at 651.341.2750.

Thank you for your consideration.

Brian Klassen 271 North Owasso blvd.

**PROPOSED MOTION
AGREEMENTS RELATED TO RAILROAD IMPROVEMENT
NORTH-SOUTH CORRIDOR – QUIET ZONE**

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

Authorize the Mayor and City Manager to execute the General Obligation Bond Grant Agreement with the State of Minnesota and Railroad Agreements with the Canadian Pacific Railway to receive funding and authorize the necessary railroad improvements for the establishment of quiet zones on the north-south railroad corridor. Authorization is subject to any minor revisions or modifications that may be necessary to complete the agreement provided said revisions are reviewed and approved by the City Staff and City Attorney.

ROLL CALL: AYES _____ NAYS _____

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

Regular City Council Meeting
May 4, 2015

s:\commdev\quietzone\05-04-15ccreport

TO: Mayor, City Council and City Manager
FROM: Kathleen Castle, City Planner
DATE: May 1, 2015
SUBJECT: Quiet Zones – North/South Corridor, Agreements with the State of Minnesota and the Soo Line Railroad

Introduction

The City recently received funding through the State Bonding Bill to improve two railroad crossings at North Owasso Boulevard and Jerrold Avenue in order to establish quiet zones on the north-south rail corridor (St. Paul Subdivision) that runs through the City. Shoreview is being awarded a \$500,000 grant to improve these crossings so they comply with the minimum standards needed to establish quiet zones. Funding was also awarded to Little Canada to improve crossings on the portion of this corridor that lies within their jurisdiction.

Engineering agreements have been previously executed with the City’s consultant; SEH, Inc. to provide consulting services needed to establish the quiet zones and receive preliminary cost estimates for the improvements. The preliminary cost estimates have been received and agreements are now needed with the State of Minnesota for the funding and the Soo Line Railroad (Canadian Pacific) for construction of the improvements.

State of Minnesota Agreement

The agreement between the State of Minnesota and the City addresses the receipt of grant funds from General Obligation Bonds. The City has been awarded \$500,000.00 which will fund the needed improvements on both Jerrold Avenue and North Owasso Boulevard. The improvements include flashing light signals, roadway gates, upgraded circuitry, lighting and housing. Required roadway improvements on Jerrold Avenue will be funded through this grant; however, the City will need to separately fund the improvements on North Owasso Boulevard since this roadway is under the jurisdiction of Ramsey County. The estimated cost for the roadway improvements is \$18,500.00 and will be funded from the City’s Municipal State Aid (MSA) Fund. In accordance with the Grant Agreement, the City is required to accept and maintain ownership of the facilities being funded.

Railroad Agreement

The agreement between the Soo Line Railroad and the City addresses the cost and installation of the needed railroad improvements for the Jerrold Avenue crossing and the North Owasso Boulevard crossing. While the Soo Line Railroad will be performing the work on the rail right-of-way, the City will be responsible for completing the needed road improvements on Jerrold Avenue and North Owasso Boulevard.

The scope and estimated costs for the project are as follows:

1. North Owasso Boulevard
 - a. Install new railroad signals with gates and constant warning time
 - b. Install center median on the east side of the crossing
 - c. Preliminary engineering for the signal design (Canadian Pacific Rail)
 - d. Preliminary and final engineering work for the road improvements
 - e. Preparation of the Final Quiet Zone Submittal

Estimated Cost: \$245,671.53

2. Jerrold Avenue
 - a. Install new railroad signals with gates and constant warning time
 - b. Install center median on the east side of the crossing
 - c. Preliminary engineering for the signal design (Canadian Pacific Rail)
 - d. Preliminary and final engineering work for the road improvements
 - e. Preparation of the Final Quiet Zone Submittal

Estimated Cost: \$243,784.74

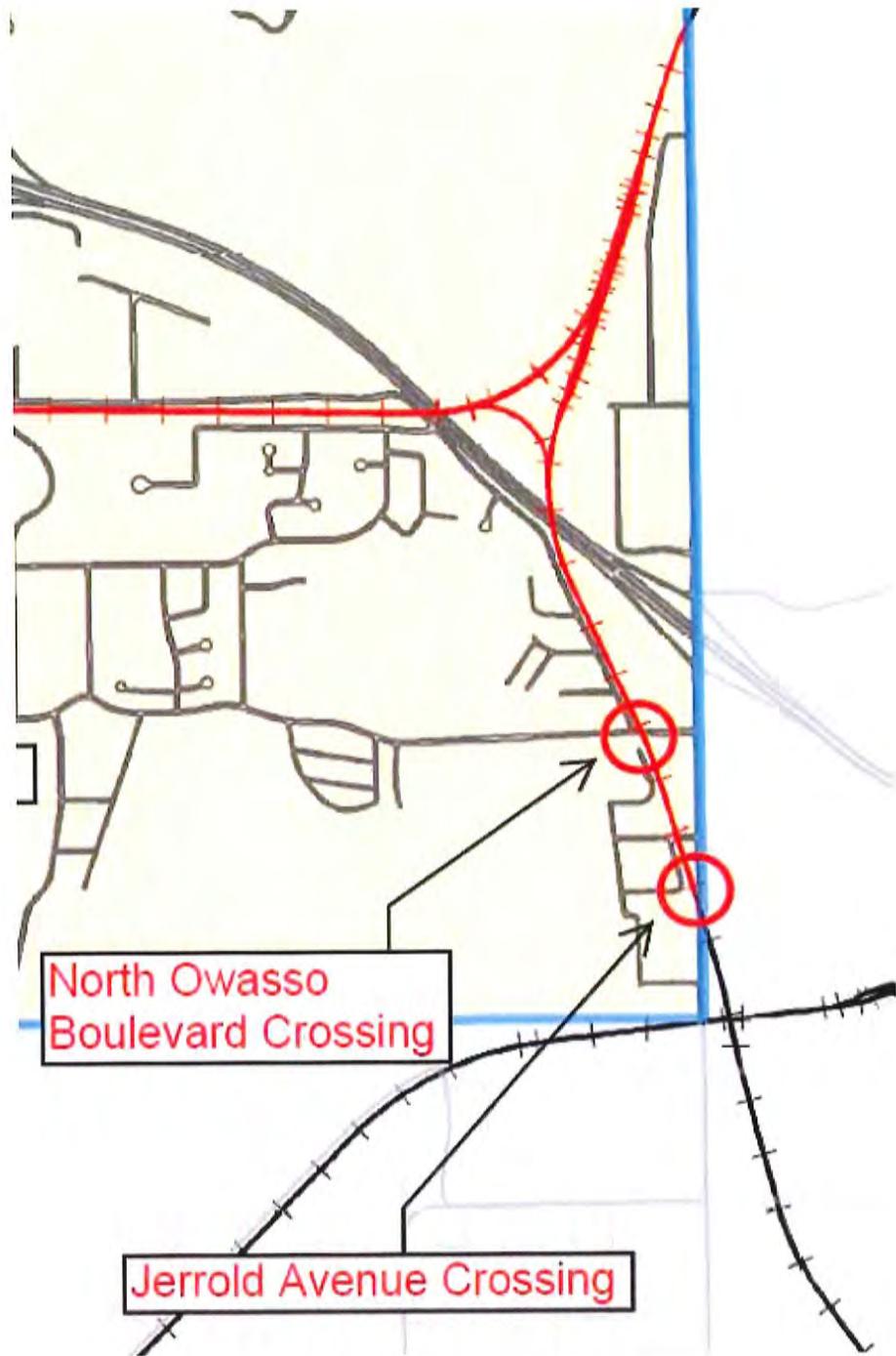
Recommendation

With the execution of these agreements, the Soo Line Railroad will be able to commence work on the needed improvements to the crossings on the north-south line for these quiet zone. Funding will also be secured with the execution of the Grant Agreement with the State of Minnesota. Minor changes may be needed to the agreements as the participating agencies complete their review. Staff is recommending the Council authorize the Mayor and City Manager to execute these agreements, subject to any minor revisions or modifications that may be necessary to complete the agreement with review by the City Staff and City Attorney.

Attachments:

- 1) Map
- 2) State of Minnesota – Grant Agreement
- 3) Railroad Agreement – Soo Line Railroad
 - a. North Owasso Boulevard
 - b. Jerrold Avenue

Railroad Crossings – North/South Corridor



GENERAL OBLIGATION BOND PROCEEDS

**GRANT AGREEMENT
CONSTRUCTION GRANT**

for the

**CITY OF SHOREVIEW RAILROAD QUIET
ZONE ESTABLISHMENT
PROJECT**

DRAFT 4/27//2015

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GENERAL OBLIGATION BOND PROCEEDS

**GRANT AGREEMENT
CONSTRUCTION GRANT**

**for the
CITY OF SHOREVIEW RAILROAD QUIET ZONE ESTABLISHMENT
PROJECT**

THIS AGREEMENT shall be effective as of _ May 21, 2014c and is between City of Shoreview Minnesota a plan b statutory city, (the “Grant Recipient”), and the Minnesota Department of Transportation (the “State Entity”).

RECITALS

A. Under the provisions contained in Minnesota Laws of 2014, Chapter 294, Section 16, Subd 5 (the “G.O. Bonding Legislation”), the State of Minnesota has allocated \$500,000 (the “Grant”) which is to be given to the Grant Recipient as a grant to assist it in the establishment of a railroad quiet zone at two railroad highway grade crossings as authorized by such legislation; and

B. The monies allocated to fund the grant to the Grant Recipient are proceeds of state general obligation bonds authorized to be issued under Article XI, Sec. 5(i) of the Minnesota Constitution; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

**Article I
DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the

CITY OF SHOREVIEW RAILROAD QUIET ZONE ESTABLISHMENT PROJECT.

“Architect”, if any - means Not Applicable, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means December 31, 2015 the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 5.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means railroad grade crossing signal systems, ___ which is located, or will be constructed and located, on the Real Property.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which

negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“G.O. Bonding Legislation” - means the legislation delineated in Recital A hereinabove as the G.O. Bonding Legislation.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(i) of the Minnesota Constitution, the proceeds of which are used to fund the Grant and any bonds issued to refund or replace such bonds.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$500,000, which amount may be modified under the provisions contained herein.

“Grant Recipient” - means City of Shoreview, a plan b statutory city

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Outstanding Balance of the Grant” - means the portion of the Grant that has been disbursed to or on behalf of the Grant Recipient minus any portion thereof previously paid back to the Commissioner of Management and Budget.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of Ramsey State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Minnesota Department of Transportation

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Usee” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.W. of this Agreement, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property

and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of Management and Budget under certain circumstances.

Section 2.02 **Use of Grant Proceeds.** The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property;
- Acquisition of a leasehold interest in the Real Property;
- Acquisition of an easement on the Real Property;
- Improvement of the Real Property,
- Acquisition of the Facility,
- Improvement of the Facility,
- Renovation or rehabilitation of the Facility,
- Construction of the Facility, or
- _____ See above _____.

Section 2.03 **Operation of the Real Property and Facility.** The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, as railroad grade crossing warning device, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Usees to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must have been approved, in writing, by the Commissioner of Management and Budget and fully comply with all of the provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

Section 2.04 **Grant Recipient Representations and Warranties.** The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Grant for the purpose or purposes described in Recital A of this Agreement.

C. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.

D. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

E. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Bonding Legislation.

F. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity or Commissioner of Management and Budget in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

G. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

H. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

I. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

J. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

K. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

L. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

M. It will operate, maintain, and manage the Real Property and, if applicable, the Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

N. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

Fee simple ownership of the Facility.

A Real Property/Facility Lease for the Facility, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 6.23.

Q. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

R. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

S. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

T. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property or, if applicable, Facility, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity and the Commissioner of Management and Budget.

U. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Grant Recipient needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the

subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any debt related to the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds.

V. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

W. The Useful Life of the Real Property and, if applicable, Facility is 25 years.

X. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all the recording information.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

Section 2.05 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of Management and Budget, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of Management and Budget giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of Management and Budget, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of Management and Budget giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Grant Recipient fails to complete the Project, or cause the Project to be completed, by the Completion Date.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

Section 2.08 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no

longer be of any force or effect, and the State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.09 Modification and/or Early Termination of Grant. If the Project is not started on or before January 1, 2015_ or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.10 Effect of Event of Default. If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

- A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

Section 2.11 **Excess Funds.** If the full amount of the Grant and any matching funds referred to in Section 6.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III USE AND SALE

Section 3.01 **Use Contracts.** Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Usee, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. If the Grant Recipient pays monies to a Usee under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

H. It must be approved, in writing, by the Commissioner of Management and Budget, and any Use Contract that is not approved, in writing, by the Commissioner of Management and Budget shall be null and void and of no force or effect.

I. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of Management and Budget, take such actions and furnish such documents to the Commissioner of Management and Budget as the Commissioner of Management and Budget determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

J. It must contain a provision that prohibits the Usee from creating or allowing any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property or, if applicable, Facility, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity and the Commissioner of Management and Budget.

K. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, Subd. 1, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 **Sale.** The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

A. The Grant Recipient determines, by official action, that such ownership interest is no longer usable or needed as railroad grade crossing warning device

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such

portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

Section 3.03 Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the Outstanding Balance of the Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Grant then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

C. Any remaining portion, after the distributions specified in Sections 3.03.A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity or the Commissioner of Management and Budget for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Grant.

Article IV COMPLIANCE WITH THE CODE

Section 4.01 Preservation of Tax-Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Grant Recipient agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in

such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of Management and Budget all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Section 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Grant Recipient or any Usee that could cause the interest on the G.O. Bonds to no longer be tax-exempt and upon direction from the Commissioner of Management and Budget, take such actions and furnish such documents as the Commissioner of Management and Budget determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code, or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax-exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Article V DISBURSEMENT OF GRANT PROCEEDS

Section 5.01 **The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. If the amount of Grant that the State Entity cumulatively disburses hereunder to the Grant Recipient is less than the amount of the Grant delineated in Section 1.01, then the State Entity and the Grant Recipient shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity’s

obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 6.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 6.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (Grant) \times (percentage of matching funds, if any, required under Section 6.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (Grant) \times (percentage of Project completed)

Section 5.02 Draw Requisitions. Whenever the Grant Recipient desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Grant Recipient shall submit to the State Entity a Draw Requisition duly executed on behalf of the Grant Recipient or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grant Recipient and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grant Recipient shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grant Recipient shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which

are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Grant Recipient has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Grant Recipient.

Section 5.03 Additional Funds from Borrower. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 5.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 6.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.N.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully

owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the policies of insurance required under Section 6.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 6.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 6.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 6.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 6.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 5.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 5.05 **Construction Inspections.** The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or

supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

Article VI MISCELLANEOUS

Section 6.01 Insurance. The Grant Recipient shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.02. If the Grant Recipient elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and Facility, if such exists. If the Grant Recipient elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 6.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

The Grant Recipient may require a User to provide and maintain any or all of the insurance required under this Section; provided that the Grant Recipient continues to be responsible for the

providing of such insurance in the event that the Usee fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 6.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 6.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

Section 6.03. Use, Maintenance, Repair and Alterations. The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly

and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Grant Recipient's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

Section 6.04 Records Keeping and Reporting. The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 6.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 6.06 Data Practices. The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 6.07 Non-Discrimination. The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such

activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 6.08 **Worker's Compensation.** The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 6.09 **Antitrust Claims.** The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 6.10 **Review of Plans and Cost Estimates.** The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost

estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 6.10.C.

E. The program plan and cost estimates referred to in Section 6.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 6.10.B and the program plan and cost estimates referred to in Section 6.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 6.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 6.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 6.10.C.

Provided, however, the provisions and requirements contained in this Section 6.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government

projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 6.11 **Prevailing Wages.** The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

Section 6.12 **Liability.** The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 6.13, is governed by the provisions contained in such Chapter 466.

Section 6.13 **Indemnification by the Grant Recipient.** The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any User, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices

Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 6.06.

The Grant Recipient's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

Section 6.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 6.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:
City Manager
City of Shoreview
4600 Victoria Street North
Shoreview MN 55126 »
Attention: Terry Schwerm

To the State Entity at:
Minnesota Department of Transportation
Office of Freight and Commercial Vehicle Operations
395 John Ireland Boulevard, MS 470
St Paul MN 55155
Attention: Peter Dahlberg

To the Commissioner of Management and Budget at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of Management and Budget

Section 6.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 6.17 **Waiver.** Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 6.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

Section 6.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be

determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 6.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 6.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 6.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 6.23 **Matching Funds.** The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project:

(If there are no matching funds requirements then insert the word "NONE".)

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

Section 6.24 **Source and Use of Funds.** The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Grant may only be included as a source of funds and included in Attachment III if such items have been approved, in writing, by the Commissioner of Management and Budget.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a Usee under a Use Contract.

Section 6.25 **Project Completion Schedule.** The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 6.26 **Third-Party Beneficiary.** The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its

Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

Section 6.27 **Applicability to Real Property and Facility.** This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

Section 6.28 **E-Verification.** The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 6.29 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Grant Recipient shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of Management and Budget. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 6.30 **Additional Requirements.** The Grant Recipient and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

The project will include new railroad signals with gates at North Owasso Boulevard (DOT #689011T, RR MP 12.54) and Jerrold Avenue (DOT # 689012A, RR MP 12.72). The property is owned by the Soo Line Railroad Company doing business as Canadian Pacific Railway. The signal equipment shall be owned by the City of Shoreview and maintain by the Railroad..

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22 (the "Act"), requires public entities receiving an appropriation of public money for a project in that Act to ensure those facilities are built with American-made steel, to the extent practicable. The Grant Recipient shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

«19»

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

IN TESTIMONY HEREOF, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the Railroad Quiet Zone Establishment Project on the day and date indicated immediately below their respective signatures.

GRANT RECIPIENT:

City of Shoreview
a statutory City

By: _____

Sandy Martin

Its: _____

Mayor

And: _____

Terry Schwerm

Its: _____

City Manager

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Transportation,

By: _____

«24»

Its: _____

«25»

Dated: _____, _____

**Attachment I to Grant Agreement
DECLARATION**

The undersigned has the following interest in the real property legally described in **Exhibit A** attached hereto and all facilities situated thereon (the "Restricted Property"):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions, and encumbrances contained in the "General Obligation Bond Proceeds Grant Agreement Construction Grant for the _____ «1» Project" dated _____ «2», _____ «2», between _____ «3» and _____ «5». The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances until it is released therefrom by a written release in recordable form signed by both the Commissioner of _____ «5» and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)

This Declaration was drafted by:

(Name and address of individual
who drafted the Declaration.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

The property the facility will be installed on is owned by the Soo Line Railroad Company doing business as Canadian Pacific Railway. Under Article XI, Sec. 5(i) of the Minnesota Constitution; public improvements on railroad company property are allowed.

The facility will be located at to separate locations in the City of Shoreview Minnesota.

- 1) North Owasso Boulevard and the CP track. (DOT inventory number 689011T, Railroad Milepost 12.54 on the St Paul Subdivision)
- 2) Jerrold Avenue and the CP track. (DOT inventory number 689012A, Railroad Milepost 12.74 on the St Paul Subdivision.

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

Railroad signal estimates	August 2014 – November 2014
Railroad Construction	April 2015 – November 2015
Quiet Zone Implementation	November 2015 – December 2015

**Attachment V to Grant Agreement
JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Grant Recipient is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Grant Recipient shall require all of its contractors to report the information below to the Grant Recipient. The Grant Recipient shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.

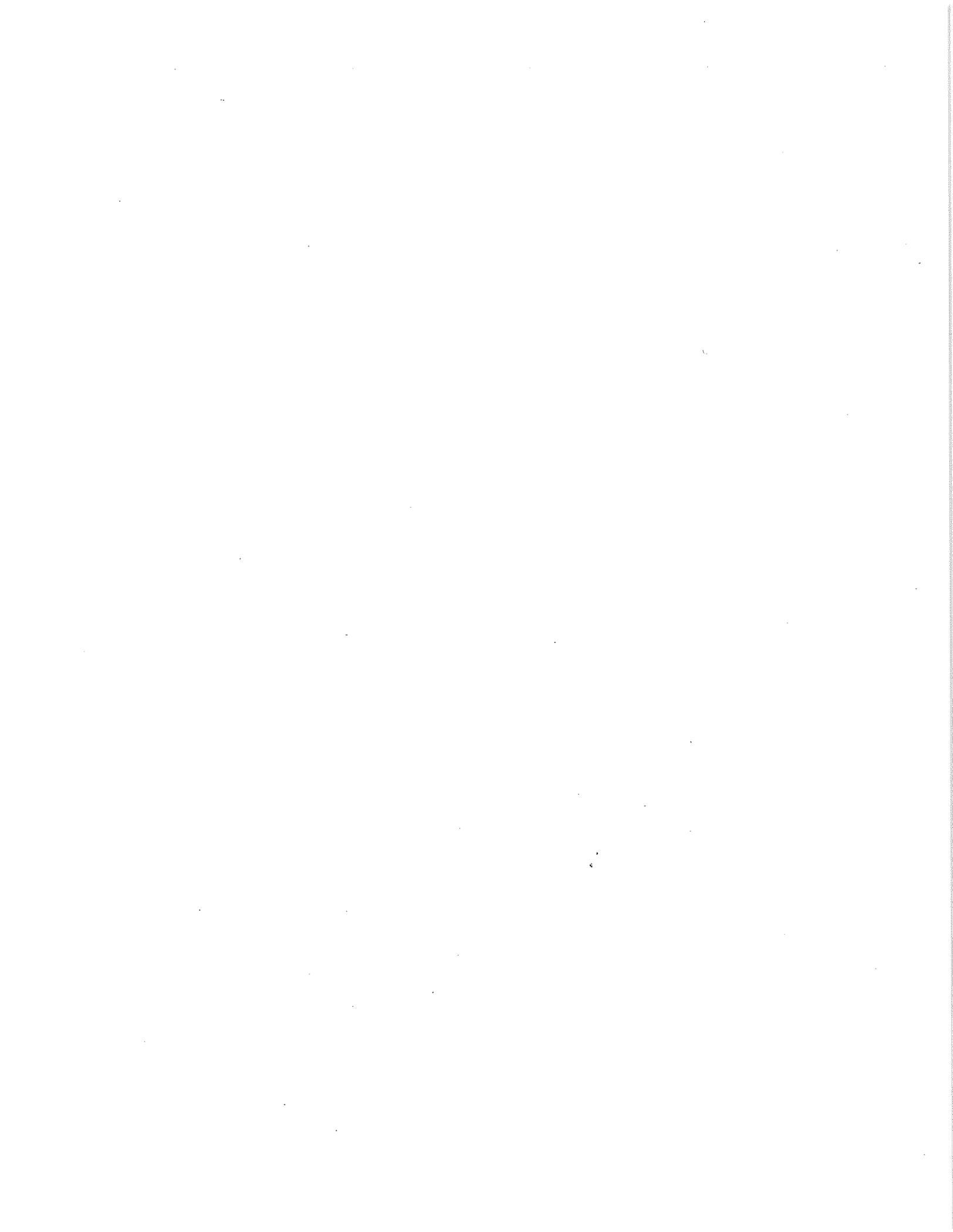
(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Grant Recipient must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Grant Recipient must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Grant Recipient should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.



A G R E E M E N T

THIS AGREEMENT made and entered into by and between the City of Shoreview, a Governmental Subdivision of the State of Minnesota, hereinafter referred to as the "CITY" and SOO LINE RAILROAD COMPANY, doing business as CANADIAN PACIFIC RAILWAY, hereinafter referred to as the "COMPANY."

W I T N E S S E T H

WHEREAS, North Owasso Boulevard with DOT #689011T as presently located in City of Shoreview, Ramsey County, Minnesota, crosses at grade main line track of the COMPANY at railroad mile post 12.54 on the St Paul Subdivision; and

WHEREAS, the CITY proposes to replace existing railroad warning devices substantially as shown on the plan attached hereto and marked Exhibit "A"; and

WHEREAS, The CITY and COMPANY desire that said grade crossing be provided, with the participation of federal funds, with flashing lights with gates, constant warning circuitry and LED lenses, and the COMPANY is willing to install, maintain and operate such signals upon the terms and conditions hereinafter stated; and

WHEREAS, The Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid funds available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota; and

WHEREAS, The State of Minnesota, pursuant to Minnesota Statute section 161.36, is authorized to cooperate with the United States government in contracting for the construction and improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies; and

WHEREAS, The CITY has obtained State of Minnesota General Obligation bonds to finance a portion of the project; and

WHEREAS, the parties desire to set forth the terms and conditions for the safety improvements, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. The "Standard Provisions for Highway-Railroad Agreements" attached hereto as Exhibit "C" are hereby made a part of this Agreement.

The requirements of the "Buy American" provisions in 23 U.S.C. 313 and 23 CFR 635.410 are applicable to this Agreement. If the COMPANY uses steel or iron as part of it work, and the

cost of the steel or iron is more than 0.1 percent of the total project cost or \$2,500 (whichever is greater), COMPANY must use steel or iron melted or manufactured in the United States. Materials that have been removed from the United States for any process (e.g., change in chemical content, shape, size or finish) are not considered domestic materials. The Buy American Memorandum which lists Company requirement, Exhibit "D", is attached and incorporated into this Agreement

SECTION 2. The COMPANY owns all right of way needed to operate the proposed improvement.

SECTION 3. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials and work equipment required to install a complete railroad crossing signal system with flashing light, gates, constant warning timing circuitry and LED lenses on North Owasso Boulevard at the location indicated on Exhibit "B". The placement of the signals must be in accordance with Part VIII of the Minnesota manual on Uniform Traffic Devices (MMUTCD). The Company's detailed plans and specifications for the work to be done must be submitted to and approved by the State of Minnesota, prior to starting work.

The estimated total cost of the work to be performed hereunder by the COMPANY at the expense of the CITY as outlined above is \$214,671.53 as indicated in the detailed estimate of cost attached hereto and marked Exhibit "B".

The project will be funded using State General Obligation bonds, Federal funds and City funds. The CITY will pay the COMPANY as provided herein for only such items and expense as are proper and eligible for payment. Only materials actually incorporated into the project will be eligible for reimbursement.

The Cost division is estimated as:

Federal funds	\$5,000.00
State GO Bonds	\$209,671.53
CITY Contribution	\$0

Total Estimated cost	\$214,671.53
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The COMPANY warrants that it shall perform all work under this agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the CITY may immediately suspend further payments under this agreement and the COMPANY shall repay all funds expended on unsatisfactory work.

SECTION 4. The COMPANY shall operate and maintain the crossing warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad. The signal system is the property of the State and must not be removed unless there has been a determination by the State that the signal system is no longer required at this location. If the signal system is removed, the Company must notify the State and

CITY of its pending removal. The State will have the final determination over the disposition of the equipment

SECTION 5 The COMPANY will coordinate with the CITY for traffic control and road detours if needed. The traffic control shall be in accordance with the MnDOT construction standards.

Subsequent to the installation of the signal system, The CITY shall install appropriate advance warning signs, other supplemental signs and pavement markings in accordance with the MMUTCD.

SECTION 6. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

ACCEPTED: _____, 2015 APPROVED: _____, 2015

CITY OF SHOREVIEW, MN

SOO LINE RAILROAD COMPANY

By: _____

By: _____

Attest: _____

Attest: _____

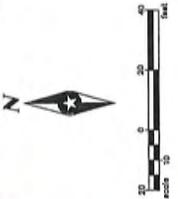
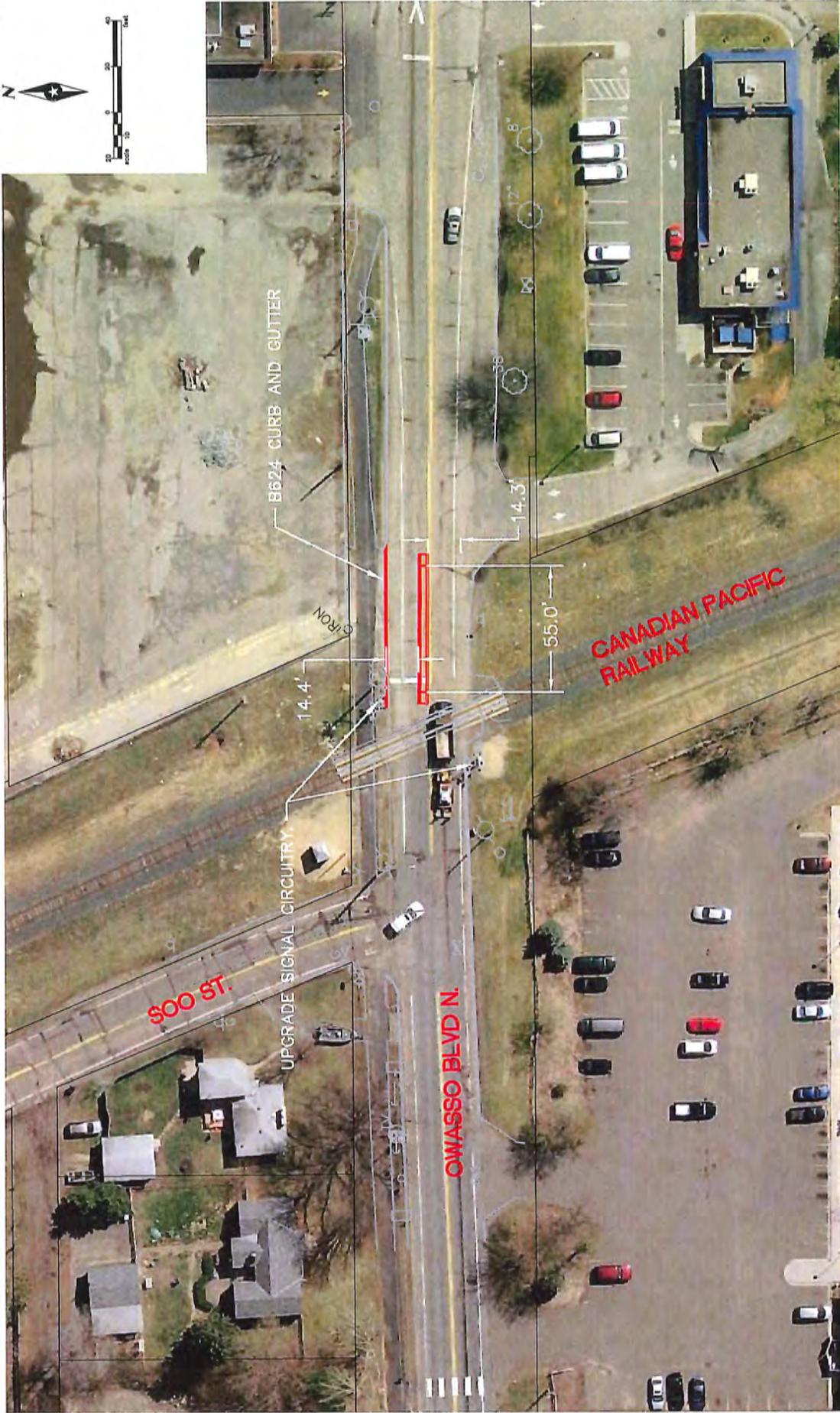
Date: _____, 2015

Date: _____, 2015

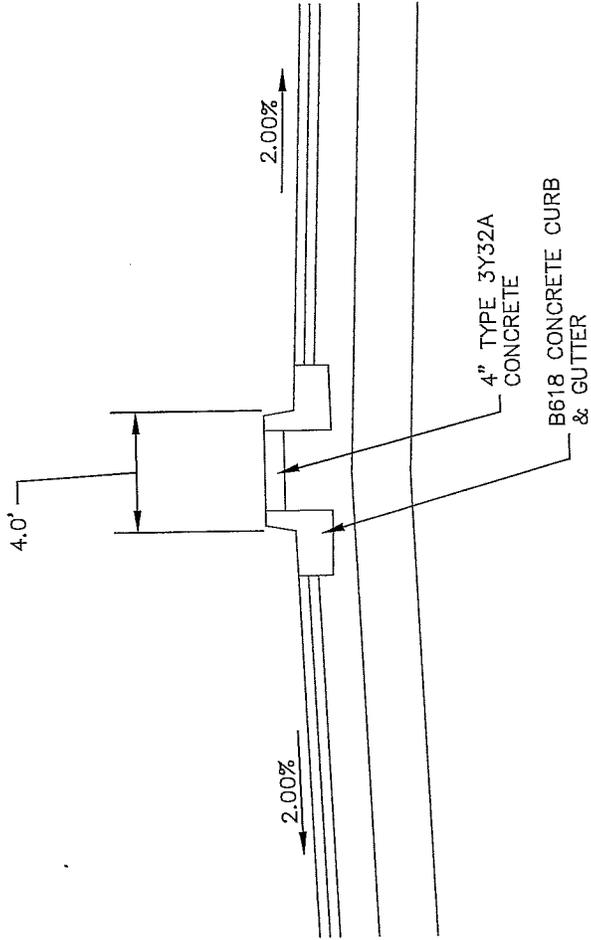
Exhibit A Plan Drawing

SHOREVIEW, MINNESOTA
RAILROAD QUIET ZONE STUDY
OWASSO AVE N EXHIBIT A-2
SEH FILE SHORE 128249

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FINAL QUANTITY	FINAL COST
1	MOBILIZATION	LS	\$600.00	1	\$600.00
2	SAWCUT BITUMINOUS FULL DEPTH	LF	\$4.00	257	\$1,028.00
3	REMOVE BITUMINOUS PAVEMENT	SY	\$4.00	96	\$384.00
4	MILL BITUMINOUS SURFACE	SY	\$2.50	325	\$815.00
5	STREET SWEEPER (WITH PICKUP BRODM)	HR	\$160.00	5	\$750.00
6	AGGREGATE BASE CLASS 5 (CY)	CY	\$16.00	17	\$272.00
7	4" CONCRETE SIDEWALK	SF	\$4.25	147	\$624.75
8	CONCRETE CURB & GUTTER DESIGN B618	LF	\$12.00	110	\$1,320.00
9	CONCRETE CURB & GUTTER DESIGN B624	LF	\$12.00	72	\$864.00
10	CONCRETE MEDIAN (NOSE)	SY	\$80.00	5	\$400.00
11	TYPE SP 9.5 WEARING COURSE MIX (B.C)	TON	\$90.00	20	\$1,800.00
12	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$4.00	14	\$56.00
13	BITUMINOUS PATCHING	TON	\$120.00	13	\$1,560.00
14	UPGRADE SIGNAL CIRCUITRY	LS	\$1,000.00	1	\$1,000.00
15	TRAFFIC CONTROL	LS	\$1,000.00	1	\$1,000.00
16	SIGNING AND STRIPING	LS	\$1,000.00	1	\$1,000.00
SUBTOTAL					\$12,273.75
+20% CONSTRUCTION CONTINGENCIES					\$2,500.00
ESTIMATED CONSTRUCTION COST					\$14,773.75
+25% LEGAL, FISCAL, ADMINISTRATION & ENGINEERING					\$3,700.00
TOTAL ESTIMATED COST					\$18,473.75



 PHONE: 651-480-2000 5555 MADISON ST. PAUL, MN 55110-3156 www.sehinc.com	DATE: -/-/	FILE NO. SHORE 126249 CITY NO.	OWASSO BLVD. NORTH RAILROAD QUIET ZONE STUDY CROSSING DOT# 68801T SHOREVIEW, MINNESOTA	EXHIBIT A-2
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QUIET ZONE MEDIAN DETAIL

4.0' MEDIAN: OWASSO BLVD N, JERROLD AVE.



PHONE: 651.480.2000
 3535 VAGNAIS CENTER DR.
 ST. PAUL, MN 55110-5196
 www.sehinc.com

FILE NO.
 SHORE 126249

DATE:
 -/-/-

RAILROAD QUIET ZONE STUDY
 DETAILS
 SHOREVIEW, MINNESOTA

EXHIBIT
 NO. 1

Exhibit B Cost Estimate

Signal work (see attached)	\$214,671.53
Total	\$214,671.53

Exhibit C Standard Provisions

STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS (FEDERAL AID PROJECTS)

Note: For this agreement ROAD AUTHORITY and CITY mean the same government agency.

1. ALL COMPANY work shall be performed in accordance with the terms, stipulations and conditions contained in the US Department of Transportation, Federal-Aid Highway Program Manual Volume 1, Chapter 4, Section 3 and supplements to or revisions thereafter.
2. The COMPANY, for performance of its work, may bill the ROAD AUTHORITY monthly for the ROAD AUTHORITY'S share of the actual cost and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY after verifying that the bill is reasonable and proper shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expensed it incurred, including allowable additives. After the ROAD AUTHORITY'S representatives have checked the final statement and have agreed that the cost are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expensed incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

3. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the ROAD AUTHORITY by the Federal Highway Administration as a condition precedent to the ROAD AUTHORITY'S obligation.
4. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage or interference to the COMPANY'S tracks or the

trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform work adjacent to the track to enable the COMPANY to arrange for the furnish flagging and such other protective services as might be necessary to insure safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY'S track having permission for such use.

5. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY'S Chief Engineer or his representative.
6. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY shall require that the contractor or sub-contractor protect SOO LINE RAILROAD COMPANY, and any other railroad occupying or using COMPANY right-of-way or lines of railroad with the permission of the COMPANY, against all loss and damage arising from the activities of the contractor, its forces. Or any of its subcontractors or agents, and shall further provide that the contractor shall furnish the COMPANY a Railroad Protective Liability Insurance policy providing for protection of the COMPANY, in accordance with the Federal-Aid Policy Guide, Title 23, Part 140, Subpart 1 and any supplements to or revisions unless otherwise noted. The limits of the policy shall be not less than \$2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than \$6,000,000 per policy period. The insurance policy shall be delivered to and approved by the COMPANY prior to entry upon or use of its property to commence work upon, over, under, across or adjacent to COMPANY tracks by and contractor.
7. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.
8. The COMPANY will credit the ROAD AUTHORITY for the salvage value of all track, communication and signal line material used on a temporary basis during the construction of the project and accepted by the COMPANY for return to its stock.

The ROAD AUTHORITY shall be afforded a reasonable opportunity to inspect materials recovered by the COMPANY prior to disposal by sale of scrap.

9. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after two weeks advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY at the expense of the ROAD AUTHORITY shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

Exhibit C-1

SPECIAL PROVISIONS

1. EFFECTIVE DATE

This Agreement will become effective upon the date City obtains all signatures required by Minnesota Statutes.

2. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

3. CANCELLATION

If for any reason the project funding source is inadequate to complete the project, the CITY shall immediately notify the COMPANY and work shall be suspended. The COMPANY will be entitled to reimbursement for services performed before the notice of suspension.

4. OFFICIAL CAPACITY

The City is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and City personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. WORK REPORTS

The Company will furnish the City's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the City's engineer showing the number of people on

- payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the City.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable City to collect and obtain available federal aid.

7. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered City employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the City.

10. INSPECTION, STANDARDS OF PERFORMANCE

The Company, and CITY if applicable, will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the City may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company, and CITY if applicable, warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the City may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City and/or the City Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate City official certifies the Company's completion of the construction required under this Agreement.

14. DATA PRACTICES

Government Data Practices. This Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

A) Only to the extent that Company's duties and obligations under this Agreement require the

performance of City's governmental functions will all data created, collected, received, stored, used, maintained or disseminated by Company under this Agreement be subject to the provisions of Minnesota Statutes Section 13.05, subdivision 11. In such case, the remedies of Minnesota Statutes Section 13.08 will apply to the release by Company of the data governed by the Minnesota Government Data Practices Act.

B) If the Company receives a request to release the data governed by this section, Company must immediately notify City. City will give Company instructions concerning the release of the data to the requesting party before the data is released.

15. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

16. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the City, and possible debarment from performing other contractual services with the Federal Department of Transportation.

17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the City. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit D
Buy American

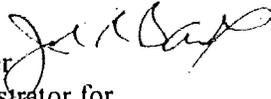


U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: **ACTION:** Clarification of
Manufactured Products under Buy
America

Date: DEC 21 2012

From: Mr. John R. Baxter 
Associate Administrator for
Infrastructure

In Reply Refer To:
HIPA-30

To: Division Administrators
Directors of Field Services

This memo clarifies the Federal Highway Administration's (FHWA) position regarding application of Buy America requirements to manufactured products. Our current Buy America policy is based upon the statutory provisions in the Surface Transportation Assistance Act of 1982, as implemented with a November 25, 1983, final rule.

In the preamble to the 1983 final rule (48 FR 53099), after soliciting and considering public comments, the FHWA found that it was in the public interest to waive application of Buy America to manufactured products other than steel and iron manufactured products. As the Federal-aid Highway Program evolved and technology improved, the FHWA clarified the applicability of the standing waiver for manufactured products in a December 12, 1997, memo. In this 1997 memo, the FHWA clarified that, while Buy America does not apply to manufactured products, Buy America does apply to components of "predominately steel products."

With enactment of the American Recovery and Reinvestment Act (ARRA), the FHWA formed National Review Teams (NRT) (now known as Project Management Improvement Teams) to conduct reviews and make recommendations on how to improve the delivery of ARRA funded projects. One NRT review recommended that a State's Buy America certification be clarified to ensure that all covered steel and iron meets FHWA Buy America requirements. In working to address this finding, questions have arisen regarding the scope of the application of the 1983 public interest waiver for manufactured products. For example, it has been suggested that nuts, bolts, washers, and other miscellaneous steel or iron parts used in common off-the-shelf products such as toilets and the filaments in light bulbs must be Buy America compliant. Given these questions, the FHWA is concerned that such a reading of Buy America is inconsistent with the previous 1983 waiver decision and is not cost-effective to administer. Accordingly, it has become necessary to clarify the applicability of the waiver for manufactured products.

The FHWA continues to support the Buy America waiver for manufactured products in the 1983 final rule, as clarified by the 1997 memo. In particular, the waiver was intended to apply to all manufactured products except for steel and iron manufactured products. For example, the 1983 rule specified that traffic controllers are covered by the waiver since these products have many different components that are difficult to trace. Over time, however, some States have subjected signal heads and other traffic control equipment to Buy America and have sought project specific waivers. In reexamining the extent of the 1983 waiver in light of the NRT finding, we believe that the scope of the waiver was intended to encompass miscellaneous steel or iron components and subcomponents that are commonly available as off-the-shelf products such as faucets, door hardware, and light bulbs.

Thus, in order for a manufactured product to be considered subject to Buy America, the product must be manufactured predominantly of steel or iron. The FHWA deems a product to be manufactured predominantly of steel or iron if the product consists of at least 90% steel or iron content when it is delivered to the job site for installation. For purposes of applying Buy America and determining whether a product is a steel or iron manufactured product, the job site includes the sites where any precast concrete products are manufactured.

Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

- steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, prestressing / post-tensioning wire, motor/machinery brakes and other equipment for moveable structures;
- guardrail, guardrail posts, end sections, terminals, cable guardrail;
- steel fencing material, fence posts;
- steel or iron pipe, conduit, grates, manhole covers, risers;
- mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems; and
- steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc.

If you have any questions, please contact either Mr. Gerald Yakowenko at 202-366-1562 or Mr. Edwin Okonkwo at 202-366-1558.

AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Shoreview, a Governmental Subdivision of the State of Minnesota, hereinafter referred to as the "CITY" and SOO LINE RAILROAD COMPANY, doing business as CANADIAN PACIFIC RAILWAY, hereinafter referred to as the "COMPANY."

WITNESSETH

WHEREAS, Jerrold Avenue with DOT #689012A as presently located in City of Shoreview, Ramsey County, Minnesota, crosses at grade main line track of the COMPANY at railroad mile post 12.71 on the St Paul Subdivision; and

WHEREAS, the CITY proposes to replace existing railroad warning devices substantially as shown on the plan attached hereto and marked Exhibit "A"; and

WHEREAS, The CITY and COMPANY desire that said grade crossing be provided, with the participation of federal funds, with flashing lights with gates, constant warning circuitry and LED lenses, and the COMPANY is willing to install, maintain and operate such signals upon the terms and conditions hereinafter stated; and

WHEREAS, The Federal Highway Administration, when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid funds available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota; and

WHEREAS, The State of Minnesota, pursuant to Minnesota Statute section 161.36, is authorized to cooperate with the United States government in contracting for the construction and improvement and maintenance of roads and bridges not included in the trunk highway system which are financed in whole or in part by federal monies; and

WHEREAS, The CITY has obtained State of Minnesota General Obligation bonds to finance a portion of the project; and

WHEREAS, the parties desire to set forth the terms and conditions for the safety improvements, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. The "Standard Provisions for Highway-Railroad Agreements" attached hereto as Exhibit "C" are hereby made a part of this Agreement.

The requirements of the "Buy American" provisions in 23 U.S.C. 313 and 23 CFR 635.410 are applicable to this Agreement. If the COMPANY uses steel or iron as part of it work, and the

cost of the steel or iron is more than 0.1 percent of the total project cost or \$2,500 (whichever is greater), COMPANY must use steel or iron melted or manufactured in the United States. Materials that have been removed from the United States for any process (e.g., change in chemical content, shape, size or finish) are not considered domestic materials. The Buy American Memorandum which lists Company requirement, Exhibit "D", is attached and incorporated into this Agreement

SECTION 2. The COMPANY owns all right of way needed to operate the proposed improvement.

SECTION 3. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials and work equipment required to install a complete railroad crossing signal system with flashing light, gates, constant warning timing circuitry and LED lenses on North Owasso Boulevard at the location indicated on Exhibit "B". The placement of the signals must be in accordance with Part VIII of the Minnesota manual on Uniform Traffic Devices (MMUTCD). The Company's detailed plans and specifications for the work to be done must be submitted to and approved by the State of Minnesota, prior to starting work.

The estimated total cost of the work to be performed hereunder by the COMPANY at the expense of the CITY as outlined above is \$210,784.74 as indicated in the detailed estimate of cost attached hereto and marked Exhibit "B".

The project will be funded using State General Obligation bonds, Federal funds and City funds. The CITY will pay the COMPANY as provided herein for only such items and expense as are proper and eligible for payment. Only materials actually incorporated into the project will be eligible for reimbursement.

The Cost division is estimated as:

Federal funds	\$5,000.00
State GO Bonds	\$205,784.74
CITY Contribution	\$0
Total Estimated cost	\$210,784.74

The COMPANY warrants that it shall perform all work under this agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the CITY may immediately suspend further payments under this agreement and the COMPANY shall repay all funds expended on unsatisfactory work.

SECTION 4. The COMPANY shall operate and maintain the crossing warning devices in accordance with Federal or State law as it shall be from time to time in the future while it operates its line of railroad. The signal system is the property of the State and must not be removed unless there has been a determination by the State that the signal system is no longer required at this location. If the signal system is removed, the Company must notify the State and

CITY of its pending removal. The State will have the final determination over the disposition of the equipment

SECTION 5 The COMPANY will coordinate with the CITY for traffic control and road detours if needed. The traffic control shall be in accordance with the MnDOT construction standards.

Subsequent to the installation of the signal system, The CITY shall install appropriate advance warning signs, other supplemental signs and pavement markings in accordance with the MMUTCD.

SECTION 6. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

ACCEPTED: _____, 2015 APPROVED: _____, 2015

CITY OF SHOREVIEW, MN

SOO LINE RAILROAD COMPANY

By: _____

By: _____

Attest: _____

Attest: _____

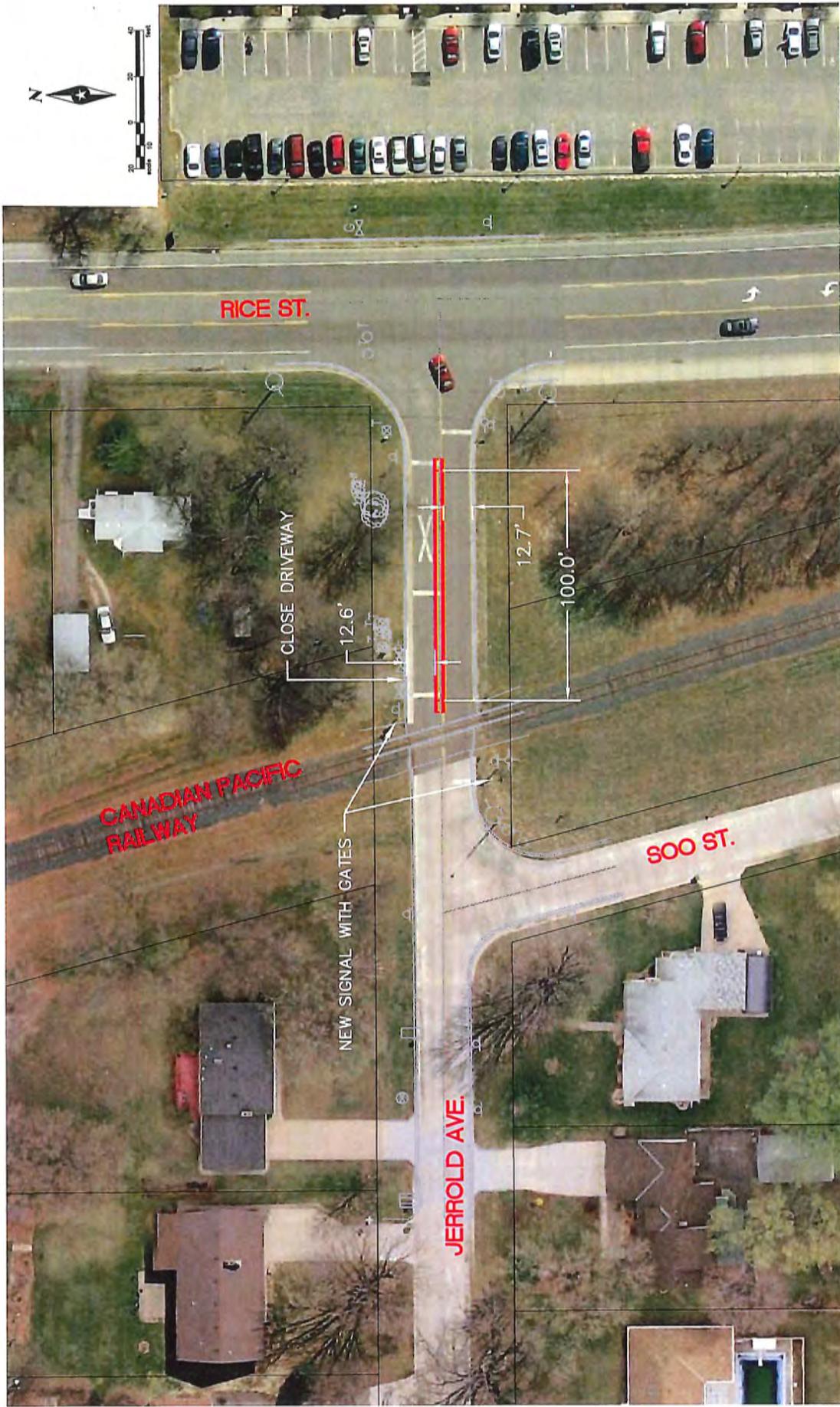
Date: _____, 2015

Date: _____, 2015

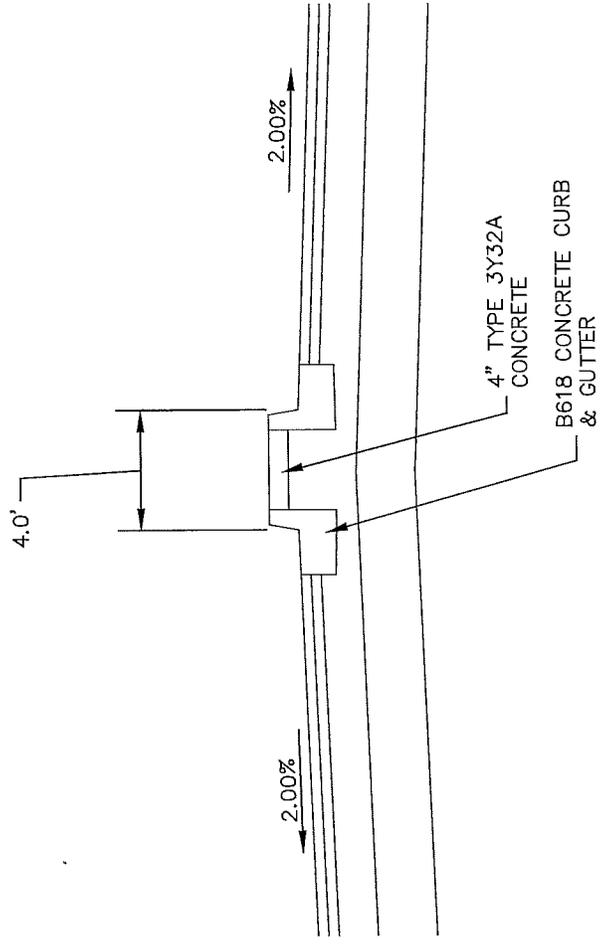
Exhibit A Plan Drawing

SHOREVIEW, MINNESOTA
RAILROAD QUIET ZONE STUDY
JERROLD AVE EXHIBIT B-2
SEH FILE LITLG 126249

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	FINAL QUANTITY	FINAL COST
1	MOBILIZATION	LS	\$700.00	1	\$700.00
2	SAWCUT BITUMINOUS FULL DEPTH	LF	\$4.00	288	\$1,072.00
3	REMOVE BITUMINOUS PAVEMENT	SY	\$4.00	58	\$232.00
4	MILL BITUMINOUS SURFACE	SY	\$2.50	482	\$1,080.00
5	STREET SWEEPER (WITH PICKUP BROOM)	HR	\$150.00	5	\$750.00
6	AGGREGATE BASE CLASS 5 (CV)	CY	\$18.00	19	\$304.00
7	4" CONCRETE SIDEWALK	SF	\$4.25	286	\$1,136.50
8	CONCRETE CURB & GUTTER DESIGN BR18	LF	\$12.00	200	\$2,400.00
9	CONCRETE MEDIAN (NOSE)	SY	\$80.00	5	\$400.00
10	TYPE SP 9.5 WEARING COURSE MIX (9.0)	TON	\$80.00	28	\$2,240.00
11	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$4.00	20	\$80.00
12	BITUMINOUS PATCHING	TON	\$120.00	13	\$1,560.00
13	NEW SIGNAL WITH GATES	LS	\$1,000.00	1	\$1,000.00
14	TRAFFIC CONTROL	LS	\$750.00	1	\$750.00
15	SIGNING AND STRIPING				
SUBTOTAL					\$13,698.50
+20% CONSTRUCTION CONTINGENCIES					\$2,700.00
ESTIMATED CONSTRUCTION COST					\$16,398.50
+25% LEGAL, FISCAL, ADMINISTRATION & ENGINEERING					\$4,100.00
TOTAL ESTIMATED COST					\$20,498.50



PHONE: 851.490.2000 851.490.2000 ST. PAUL, MN 55110-5196 www.sehinc.com	DATE: -/-/	FILE NO. SHORE 126249 CITY NO.	JERROLD AVE. RAILROAD QUIET ZONE STUDY CROSSING DOT# 669012A SHOREVIEW, MINNESOTA	EXHIBIT B-2



QUIET ZONE MEDIAN DETAIL

4.0' MEDIAN: OWASSO BLVD N, JERROLD AVE.

FILE NO. SHORE 126249	RAILROAD QUIET ZONE STUDY DETAILS	EXHIBIT NO. 1
	DATE: -/-/-	


 PHONE: 651.465.2000
 5535 VADIAN CENTER DR
 ST. PAUL, MN 55110-5195
 www.sehinc.com

Exhibit B Cost Estimate

Signal work (see attached)	\$210.784.74
Total	\$210.784.74

Exhibit C Standard Provisions

STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS (FEDERAL AID PROJECTS)

Note: For this agreement ROAD AUTHORITY and CITY mean the same government agency.

1. ALL COMPANY work shall be performed in accordance with the terms, stipulations and conditions contained in the US Department of Transportation, Federal-Aid Highway Program Manual Volume 1, Chapter 4, Section 3 and supplements to or revisions thereafter.
2. The COMPANY, for performance of its work, may bill the ROAD AUTHORITY monthly for the ROAD AUTHORITY'S share of the actual cost and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY after verifying that the bill is reasonable and proper shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expensed it incurred, including allowable additives. After the ROAD AUTHORITY'S representatives have checked the final statement and have agreed that the cost are reasonable and proper insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY representatives have audited the expensed incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

3. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements in general. The use of said guidelines for reimbursement between the parties hereto shall not be deemed to require reimbursement of the ROAD AUTHORITY by the Federal Highway Administration as a condition precedent to the ROAD AUTHORITY'S obligation.
4. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage or interference to the COMPANY'S tracks or the

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The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic or the COMPANY is mentioned in this agreement, it is intended to cover all users of the COMPANY'S track having permission for such use.

5. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY'S Chief Engineer or his representative.
6. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY shall require that the contractor or sub-contractor protect SOO LINE RAILROAD COMPANY, and any other railroad occupying or using COMPANY right-of-way or lines of railroad with the permission of the COMPANY, against all loss and damage arising from the activities of the contractor, its forces. Or any of its subcontractors or agents, and shall further provide that the contractor shall furnish the COMPANY a Railroad Protective Liability Insurance policy providing for protection of the COMPANY, in accordance with the Federal-Aid Policy Guide, Title 23, Part 140, Subpart 1 and any supplements to or revisions unless otherwise noted. The limits of the policy shall be not less than \$2,000,000 combined single limit per occurrence for bodily injury, death, property damage and physical damage to property, with an aggregate limit of not less than \$6,000,000 per policy period. The insurance policy shall be delivered to and approved by the COMPANY prior to entry upon or use of its property to commence work upon, over, under, across or adjacent to COMPANY tracks by and contractor.
7. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.
8. The COMPANY will credit the ROAD AUTHORITY for the salvage value of all track, communication and signal line material used on a temporary basis during the construction of the project and accepted by the COMPANY for return to its stock.

The ROAD AUTHORITY shall be afforded a reasonable opportunity to inspect materials recovered by the COMPANY prior to disposal by sale of scrap.

9. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after two weeks advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY at the expense of the ROAD AUTHORITY shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain highway traffic throughout the time the railroad work is being performed.

Exhibit C-1

SPECIAL PROVISIONS

1. EFFECTIVE DATE

This Agreement will become effective upon the date City obtains all signatures required by Minnesota Statutes.

2. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

3. CANCELLATION

If for any reason the project funding source is inadequate to complete the project, the CITY shall immediately notify the COMPANY and work shall be suspended. The COMPANY will be entitled to reimbursement for services performed before the notice of suspension.

4. OFFICIAL CAPACITY

The City is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and City personnel involved in the payment of City obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. WORK REPORTS

The Company will furnish the City's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the City's engineer showing the number of people on

- payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the City.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable City to collect and obtain available federal aid.

7. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered City employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the City.

10. INSPECTION, STANDARDS OF PERFORMANCE

The Company, and CITY if applicable, will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the City may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company, and CITY if applicable, warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the City may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

13. STATE AUDITS

Under Minnesota Statutes Section 16.C.05, subd. 5, the Company's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City and/or the City Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate City official certifies the Company's completion of the construction required under this Agreement.

14. DATA PRACTICES

Government Data Practices. This Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

A) Only to the extent that Company's duties and obligations under this Agreement require the

performance of City's governmental functions will all data created, collected, received, stored, used, maintained or disseminated by Company under this Agreement be subject to the provisions of Minnesota Statutes Section 13.05, subdivision 11. In such case, the remedies of Minnesota Statutes Section 13.08 will apply to the release by Company of the data governed by the Minnesota Government Data Practices Act.

B) If the Company receives a request to release the data governed by this section, Company must immediately notify City. City will give Company instructions concerning the release of the data to the requesting party before the data is released.

15. NONDISCRIMINATION

If the Company enters into a contract with a contractor, to perform all or any portion of the Company's work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

16. DISADVANTAGED BUSINESS ENTERPRISE

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Company will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Company will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Company shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the City, and possible debarment from performing other contractual services with the Federal Department of Transportation.

17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the City. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit D
Buy American



U.S. Department
of Transportation
Federal Highway
Administration

Memorandum

Subject: **ACTION:** Clarification of
Manufactured Products under Buy
America

Date: DEC 21 2012

From: Mr. John R. Baxter 
Associate Administrator for
Infrastructure

In Reply Refer To:
HIPA-30

To: Division Administrators
Directors of Field Services

This memo clarifies the Federal Highway Administration's (FHWA) position regarding application of Buy America requirements to manufactured products. Our current Buy America policy is based upon the statutory provisions in the Surface Transportation Assistance Act of 1982, as implemented with a November 25, 1983, final rule.

In the preamble to the 1983 final rule (48 FR 53099), after soliciting and considering public comments, the FHWA found that it was in the public interest to waive application of Buy America to manufactured products other than steel and iron manufactured products. As the Federal-aid Highway Program evolved and technology improved, the FHWA clarified the applicability of the standing waiver for manufactured products in a December 12, 1997, memo. In this 1997 memo, the FHWA clarified that, while Buy America does not apply to manufactured products, Buy America does apply to components of "predominately steel products."

With enactment of the American Recovery and Reinvestment Act (ARRA), the FHWA formed National Review Teams (NRT) (now known as Project Management Improvement Teams) to conduct reviews and make recommendations on how to improve the delivery of ARRA funded projects. One NRT review recommended that a State's Buy America certification be clarified to ensure that all covered steel and iron meets FHWA Buy America requirements. In working to address this finding, questions have arisen regarding the scope of the application of the 1983 public interest waiver for manufactured products. For example, it has been suggested that nuts, bolts, washers, and other miscellaneous steel or iron parts used in common off-the-shelf products such as toilets and the filaments in light bulbs must be Buy America compliant. Given these questions, the FHWA is concerned that such a reading of Buy America is inconsistent with the previous 1983 waiver decision and is not cost-effective to administer. Accordingly, it has become necessary to clarify the applicability of the waiver for manufactured products.

EXHIBIT D

The FHWA continues to support the Buy America waiver for manufactured products in the 1983 final rule, as clarified by the 1997 memo. In particular, the waiver was intended to apply to all manufactured products except for steel and iron manufactured products. For example, the 1983 rule specified that traffic controllers are covered by the waiver since these products have many different components that are difficult to trace. Over time, however, some States have subjected signal heads and other traffic control equipment to Buy America and have sought project specific waivers. In reexamining the extent of the 1983 waiver in light of the NRT finding, we believe that the scope of the waiver was intended to encompass miscellaneous steel or iron components and subcomponents that are commonly available as off-the-shelf products such as faucets, door hardware, and light bulbs.

Thus, in order for a manufactured product to be considered subject to Buy America, the product must be manufactured predominantly of steel or iron. The FHWA deems a product to be manufactured predominantly of steel or iron if the product consists of at least 90% steel or iron content when it is delivered to the job site for installation. For purposes of applying Buy America and determining whether a product is a steel or iron manufactured product, the job site includes the sites where any precast concrete products are manufactured.

Examples of products that are subject to Buy America coverage include, but are not limited to, the following:

- steel or iron products used in pavements, bridges, tunnels or other structures, which include, but are not limited to, the following: fabricated structural steel, reinforcing steel, piling, high strength bolts, anchor bolts, dowel bars, permanently incorporated sheet piling, bridge bearings, cable wire/strand, prestressing / post-tensioning wire, motor/machinery brakes and other equipment for moveable structures;
- guardrail, guardrail posts, end sections, terminals, cable guardrail;
- steel fencing material, fence posts;
- steel or iron pipe, conduit, grates, manhole covers, risers;
- mast arms, poles, standards, trusses, or supporting structural members for signs, luminaires, or traffic control systems; and
- steel or iron components of precast concrete products, such as reinforcing steel, wire mesh and pre-stressing or post-tensioning strands or cables.

The miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above components (or manufactured products that are not predominantly steel or iron) are not subject to Buy America coverage. Examples include, but are not limited to, cabinets, covers, shelves, clamps, fittings, sleeves, washers, bolts, nuts, screws, tie wire, spacers, chairs, lifting hooks, faucets, door hinges, etc.

If you have any questions, please contact either Mr. Gerald Yakowenko at 202-366-1562 or Mr. Edwin Okonkwo at 202-366-1558.