

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
August 17, 2015  
7:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PROCLAMATIONS AND RECOGNITIONS**

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

**COUNCIL COMMENTS**

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

1. August 3, 2015 City Council Minutes
2. August 3, 2015 City Council Workshop Minutes
3. Receipt of Committee/Commission Minutes—
  - Economic Development Commission, July 21, 2015
  - Bikeways and Trails Committee, August 6, 2015
4. Monthly Reports
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
5. Verified Claims

6. Purchases
7. License Applications
8. Amendment to Agreements with Canadian Pacific Railroad
9. Minor Subdivision—Tollberg Homes, 5845 Buffalo Lane
10. Resolution Authorizing the Use of a New Voting System
11. Establish Project and Order Feasibility Study—Virginia/Dennison/Lilac Reconstruction, CP 16-01
12. Approval of LCCMR Grant Agreement
13. Developer Escrow Reductions
14. Receive Assessment Roll and Order Public Hearing—Hanson/Oakridge Reconstruction, CP 14-01
15. Payment #5 (Final)—2014 Trail Rehabilitation and Construction Project, CP 14-05
16. Award of Quote—Shamrock Park Replacement Fencing

#### **PUBLIC HEARING**

17. Vacation/Final Plat—Zawadski Homes, 244 Grand Avenue

#### **GENERAL BUSINESS**

18. Authorizing Issuance Awarding Sale Prescribing the Form and Details and Providing for the Payment of \$10,000,000 General Obligation Bonds, Series 2015A
19. PUD Concept Stage—Elevage Development Group, 155-173 County Road E, 185 County Road E, 3500 Rustic Place, 3521 Rice Street

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

#### **SPECIAL ORDER OF BUSINESS**

#### **ADJOURNMENT**

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

**CITY OF SHOREVIEW  
MINUTES  
REGULAR CITY COUNCIL MEETING  
August 3, 2015**

**CALL TO ORDER**

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on August 3, 2015.

**PLEDGE OF ALLEGIANCE**

The meeting opened with the Pledge of Allegiance.

**ROLL CALL**

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

**APPROVAL OF AGENDA**

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the August 3, 2015 agenda as submitted.

VOTE:                   Ayes - 5                   Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

There were none.

**CITIZEN COMMENTS**

There were none.

**COUNCIL COMMENTS**

**Mayor Martin:**

Friday, August 7, 2015 will be the first Friday Night Flix with a big screen TV at the pavilion. This week's showing is *Big Hero 6*. The movie will begin at approximately 8:30 p.m.

There is an initiative to create walking clubs throughout the City. On Wednesday evening, August 12th, at 6:00 p.m., at the Community Center, there will be a kickoff meeting to explain how the walking clubs would work. Local leaders at parks will be encouraged to be at a park at certain times each week. A motivating factor to exercise is having friends to walk with. The City has miles of trails and all are encouraged to enjoy them. She expressed her appreciation for all of those who have joined her during her Walk and Talk with the Mayor on Tuesdays.

**Councilmember Wickstrom:**

There are only three Wednesday night concerts remaining. August 5<sup>th</sup> will feature the *Sound Exchange*; August 11<sup>th</sup> will be *The Castaways*; and August 18<sup>th</sup> will be *Jana Anderson*. All are encouraged to come and enjoy the music.

**Councilmember Springhorn:**

Announced that nominations are now being received for *Citizen of the Year*. Residents can go to the City's website to make a nomination.

**Councilmember Johnson:**

Thank you to all who participated in the *Slice of Shoreview* last weekend. It is a great event in the City, and thank you to all the volunteers for their work.

Tuesday evening, August 4<sup>th</sup> is *Night to Unite*. There are 63 parties in Shoreview. Thank you to the Ramsey County Sheriff's Department and the Lake Johanna Fire Department for their efforts. She looks forward to attending as many as possible.

**CONSENT AGENDA**

Mayor Martin noted a change on page 4 of the July 13, 2015 City Council Workshop Meeting Minutes. The reference to the Friends of the Library should state that it is a long existing organization that is kicking off a fundraising campaign in the fall specifically for the Shoreview Library to cover some of the amenities that the County cannot include in the County budget.

Councilmember Wickstrom expressed particular appreciation and support for item No. 8 in the Consent Agenda to Authorize the City to Participate in the Xcel Energy One-Stop Efficiency Shop Program.

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to adopt the Consent Agenda for August 3, 2015, and all relevant resolutions for item Nos. 1, through 11:

1. July 13, 2015 City Council Workshop Meeting Minutes as amended
2. July 13, 2015 City Council Meeting Minutes
3. July 20, 2015 City Council Meeting Minutes
4. Receipt of Committee/Commission Minutes:
  - Planning Commission, May 26, 2015
  - Planning Commission, June 23, 2015
  - Economic Development Authority, July 13, 2015
  - Environmental Quality Committee, July 27, 2015
5. Verified Claims in the Amount of \$806,059.93
6. Purchases
7. Award of Quote-Shoreview Room AV Equipment Replacement
8. Authorization to Participate in Xcel Energy One-Stop Efficiency Shop Program

9. Declare Costs and Order Preparation of Assessments - Hanson/Oakridge Neighborhood, CP 14-01
10. Developer Escrow Reductions
11. Change Order #1 - Lexington Avenue/County Road F Watermain Replacement, CP 15-06

VOTE:                      Ayes - 5                      Nays - 0

## **PUBLIC HEARING**

### **CITY CONSENT FOR ISSUANCE OF FACILITY REVENUE REFUNDING NOTES - NORTHEAST YOUTH AND FAMILY SERVICES**

#### **Presentation by Asst. City Manager/Community Development Director Tom Simonson**

This public hearing is to refinance the headquarter building at 3490 Lexington for Northeast Youth and Family Services, which is located in Shoreview and requires approval of the host city. The reason for the refinancing is to take advantage of lower interest rates. Anticipation of reaching its legal bonding limit with its own projects, the City of Shoreview is unable to serve as the conduit for issuing the bonds. The City of North Oaks will serve as the conduit for issuing new tax-exempt bonds. When tax-exempt bonds are issued by one authority with proceeds to finance a facility in another municipality, federal law requires that the host city, Shoreview, hold a public hearing and consent to the bond issuance.

There are no costs, financial risks, liabilities or obligations to the City of Shoreview. There will be no impact to the City's bond rating.

The public hearing has been noticed in the City's legal newspaper.

City Attorney Beck stated that he has reviewed the public hearing notice, which is in order.

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

MOTION:     by Councilmember Wickstrom, seconded by Councilmember Quigley to close the public hearing at 7:14 p.m.

VOTE:                      Ayes - 5                      Nays - 0

MOTION:     by Councilmember Wickstrom, seconded by Councilmember Johnson to adopt Resolution No. 15-66, granting host city consent to the issuance of revenue obligations by the City of North Oaks on behalf of Northeast Youth and Family Services for the refinancing of its headquarters building located in the City of Shoreview.

**Discussion:**

Councilmember Wickstrom thanked the City of North Oaks for stepping in as the conduit for financing when Shoreview could not.

Mayor Martin thanked Northeast Youth and Family Services for the outstanding services provided to residents, families and youth of 14 cities, including Shoreview. This collaboration provides needed services at an affordable rate.

Councilmember Springhorn noted that the sole reason for refinancing is to lower the interest rate and monthly payment, which will put more money directly into services.

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

**GENERAL BUSINESS****COMPREHENSIVE PLAN AMENDMENT, REZONING, SITE AND BUILDING PLAN REVIEW - OAK HILL MONTESSORI, 4685/4693 HODGSON ROAD****Presentation by City Planner Kathleen Castle**

The Comprehensive Plan Amendment would change the land use designation for both properties from RL, Low Density Residential to INST, Institutional. Rezoning would change both properties from R1, Detached Residential to O, Office. The Site and Building Plan Review is to convert a single-family home into office space at the one property of 4693 Hodgson Road.

Oak Hill Montessori School is located at 4665 Hodgson Road. The site, consisting of 4.52 acres, is developed with a private school with parking and recreational facilities as well as ponding. The school owns the two adjoining properties. The property at 4685 Hodgson Road, which is 0.95 acres, is currently developed with a single-family house, detached garage and accessory structures. The property at 4693 Hodgson Road, 0.85 acres, has a single-family home with detached garage.

The project is proposed in two phases. This application is for Phase 1, to make the land use change and zoning consistent with the main parcel at 4665 Hodgson Road to convert the home at 4693 Hodgson into office space for six administrative staff. Minor modifications will be made to the existing floor plan. The only exterior improvement is a ramp for handicapped accessibility. The properties at 4685 and 4693 are within Policy Development Area (PDA) No. 9 of the Comprehensive Plan. The land use policy is for low and medium density residential uses. In the City's Highway Corridors Transition Study, it was found that school expansion to the north would be appropriate with the characteristics of Hodgson Road and changing land uses that have occurred.

The applicant expressed some concerns about the required Use Agreement with the City. That agreement has been clarified regarding work hours and that accessory structures may be used for storage by the school.

Phase 2 of the proposal would be to expand the parking lot and access for the properties at 4685 and 4693 Hodgson Road. A Site and Building Plan Review is required, and an application has been submitted for review by the Planning Commission at its August 25, 2015 meeting.

The Planning Commission held a public hearing for Phase 1 at its July meeting. Property owners within 350 feet were notified of the proposal. Concerns were raised regarding noise, traffic levels and the impact to property values. The Lake Johanna Fire Marshal provided comments related to occupancy. Ramsey County Public Works had no concerns but suggested access onto Hodgson be addressed in the future. The Planning Commission voted 5 to 0 to recommend City Council approval. Staff also recommends approval of all three applications.

Planning Commissioner Deb Ferrington stated that the Commission voted on the application presented for Phase 1, although the comments and concerns received mostly related to Phase 2. Oak Hill will be able to address those issues with the application for Phase 2.

Councilmember Johnson stated that it is important to note that the comments and concerns expressed were related to Phase 2 from property owners closest to 4693.

Councilmember Wickstrom stated that her concern about the western end of the lot split has been explained. She agreed that adequate screening will be needed with Phase 2.

Councilmember Quigley noted that the fact that this property is within PDA No. 9 of the Comprehensive Plan shows that a change in development is anticipated. He believes the proposal will fit well and was pleased to see the appropriate Comprehensive Plan amendments.

Mayor Martin stated that if the configuration of the home remains the same, she does not foresee a major impact to nearby properties, even with a little more traffic.

Councilmember Springhorn asked the anticipated time frame when the house will be used for school offices. **Ms. Kathy Anderson**, Head of School, Oak Hill Montessori, responded that this plan is part of a long range strategic plan. Office use at this site is anticipated for two to three years.

**MOTION:** by Councilmember Quigley, seconded by Councilmember Wickstrom that pursuant to the applications submitted by Oak Hill Montessori School, Resolution #15-68 is adopted for the Comprehensive Plan Amendment, Ordinance #938 is adopted approving the Rezoning and the Site and Building Plan Review is approved, subject to the following conditions:

### **Comprehensive Plan Amendment**

1. The amendment changes the land use designation from RL, Low Density Residential to INST, Institutional.

2. Review and approval of the amendment by the Metropolitan Council.

**Rezoning**

1. Approval of the rezoning is contingent upon approval of the Comprehensive Plan Amendment changing the designated land use to INST, Institutional.
2. This approval rezones the properties from R1, Detached Residential to O, Office.
3. The applicant is required to enter into a use/rezoning agreement with the City. This agreement will address the removal of the residential structure at 4685 Hodgson Road in addition to other items required for the site and building plan approval for 4693 Hodgson Road.
4. Rezoning is not effective until a use/rezoning agreement is executed.

**4693 Hodgson Road****Site and Building Plan Review**

1. Approval is contingent upon approval of the Comprehensive Plan Amendment and Rezoning of this property for office use.
2. This approval permits the conversion of the single-family residential home, 4693 Hodgson Road, into an office building for Oak Hill Montessori School in accordance with the plans submitted as part of this application dated June 22, 2015. The plans are subject to revisions as specified in the conditions.
3. Office use shall be exclusively for Oak Hill Montessori School and not be leased to another tenant or user, unless the property is sold to another party.
4. The applicant is required to enter into a use/rezoning agreement with the City addressing the following items: leasing to other users or third parties, permitted occupancies, parking, the use of the accessory structure and exterior of the property and future sale of the property.
5. The applicant shall address the comments submitted by the Fire Marshal with the building permit submittal.
6. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

**This approval is based on the following findings:**

1. The proposed Comprehensive Plan Amendment and Rezoning are consistent with the policies of the Comprehensive Plan related to land use and recent findings of the Highway Corridors Transition Study.
2. The proposed change in use from residential to office will not adversely impact the planned land use of the surrounding property.
3. The proposal will not impede or otherwise conflict with the planned use of adjoining property.
4. The proposed parcels and use of the 4693 Hodgson Road property for school purposes comply with the standards of the Development Code.

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

**ADJOURNMENT**

MOTION: by Councilmember Quigley, seconded by Councilmember Springhorn to adjourn the meeting at 7:51 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_ DAY OF \_\_\_\_\_ 2015.

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Terry Schwerm  
City Manager

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL SPECIAL WORKSHOP MEETING  
August 3, 2015**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 8:00 p.m. on August 3, 2015.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager  
Tom Simonson, Asst. City Manager/Economic Development Director

Ramsey County  
Board of  
Commissioners: Commissioner Blake Huffman

Ramsey County: Bruce Thompson, Director of Property Management  
Sue Nemitz, Library Director

HGA Architects: Victor Pechaty, Architect

**DISCUSSION REGARDING RAMSEY COUNTY LIBRARY DESIGN**

Commissioner Huffman thanked the Council for this special meeting to review a revised design of the new library. At the community meeting, library officials heard many of the same concerns expressed by the Council. It is important that the County reach agreement with the City to avoid scheduling setbacks that will impact costs. The current library is sold to the Mounds View School District, effective January 2017.

Mr. Thompson stated efforts have been made to address the concerns expressed by the Council: 1) exterior color; 2) increased parking; 3) connection to upper level parking lot; 4) view from Victoria Street; and 5) moving outdoor space to northeast corner.

**Mr. Victor Pechaty** showed slides that describe the changes. The northeast corner has been redesigned to allow a pass-through from the plaza of the existing library to the new library entrance. A drive has been created that parallels the entrance drive to the north and could connect to a sidewalk to the east entrance. Staff parking will be dedicated at the ice arena, and staff will enter the new library at the northwest corner of the building. The number of parking

stalls in front of the building has been increased to 75. The northeast corner will be a designed plaza with decorative pavers, plantings, bike racks. This can all be accomplished at grade. There is also a plaza space along the south property line along Highway 96 with landscaping to create a view from the highway.

Councilmember Johnson expressed concern about staff parking at the arena and having to cross Victoria with the increase of traffic to reach the building. She emphasized that it will be important to have safety features along Highway 96 and Victoria with the number of people coming through this campus. Ms. Nemitz responded that a crosswalk will be requested on Victoria. There is not a large number of staff. She added that public reading counts at the library in the summer have been under 75. If the upper parking lot can be used for overflow, this plan can work.

Mayor Martin stated that traffic speed limits do not work in such a short length of roadway and suggested calming measures to be used on the ring road.

Mr. Pechaty described the revised existing exterior design that will fit better with the other buildings in the Commons Campus, particularly with the use of brick accent features. He compared the new library building setbacks to the new building being constructed on Highway 61 in White Bear Lake that was mentioned by the Council at the last meeting. The White Bear building is 10 feet from the road and more than 40 feet high. The closest setback for the library to Highway 96 is 23.5 feet, and is only 17 feet high. The chiller for the new building is being moved to the roof, and there is definitely room for a sidewalk and plantings.

Councilmember Wickstrom suggested that instead of grass, native flowers be planted because they would hold up better with less maintenance. Mr. Pechaty responded that the plantings used will add to and enhance the plantings already being used on the campus. The landscaping features are place holders until their landscape architect determines exact distances and placement of new trees and plantings.

Mayor Martin asked if the sign on Victoria will be replaced. Mr. Pechaty answered that it has not been determined whether the sign will be replaced or modified. The current location of the sign works well with the new building. Mr. Simonson added that the City's sign consultant is working with the County on placement, size and needed information for the sign.

Councilmember Quigley suggested that the sign will have to include more information due to the users on the site.

Mayor Martin agreed and stated the sign will need to identify users on the site, both the library and school district. She expressed support for the improvements presented but noted that there will be some concern regarding the size of this building. That is why she previously suggested considering two stories and not one.

Mr. Pechaty responded that a two-story building was studied extensively. The difficulty is the challenge for contemporary library programming. It is a functional problem of staff efficiency in

the current library that the County is looking to correct. There is also a cost factor regarding stairs, exits and accessibility.

Councilmember Wickstrom stated that she does not favor the box-like style, but the colors are more coordinated with the rest of the campus. She requested that particular attention be paid to planting good replacement trees and not just one kind. Mr. Pechaty stated that the landscape architect has looked at the oak trees on the site, and many of them are not healthy. Commissioner Huffman added that landscaping will be reviewed by the City as the project moves forward. Mr. Schwerm noted that landscaping is one of the last phases of the project to be done and review of a landscaping plan is typically not reviewed until final approval of the development.

Mayor Martin asked if the chiller would be so noisy that it disturbs enjoyment of the plaza. Mr. Thompson stated that there are things that can be done to make the chiller more energy efficient and quieter. However, a key feature is that the chiller will sit much lower with a brick wall around it that will make it quieter.

Mayor thanked Mr. Pechaty for accommodating concerns expressed by the Council.

The meeting adjourned at 8:50 p.m.

# SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

## Meeting Minutes

July 21, 2015

### ROLL CALL

Chair Josh Wing called the meeting to order at 7:35 a.m. with the following members present: Sue Denkinger, Jim Gardner, Dave Kroona, Jason Schaller, Mike Tarvin, Jeff Washburn, and Jonathan Weinlagen. Member Jason Schaller had an excused absence.

Also attending were Assistant City Manager and Community Development Director Tom Simonson, and Economic Development and Planning Associate Niki Hill.

### ACCEPTANCE OF AGENDA

Commissioner Weinlagen, seconded by Commissioner Denkinger, moved to accept the agenda, as presented.

**Vote: 7 AYES 0 NAYS**

### APPROVAL OF MINUTES

Commissioner Weinlagen, seconded by Commissioner Gardner, moved to approve the minutes of May 19, 2015, as written.

**Vote: 7 AYES 0 NAYS**

### INFORMATION EXCHANGE

#### A. MEMBER SHARING

Chair Wing wanted to make a note that while Hobby Lobby seems to be buying up some of these empty box stores like the vacant Rainbow Foods building, it probably is not a very likely scenario for Shoreview as the location and market area are not the same as a more major shopping area.

#### B. STAFF INFORMATION

##### *EDC Profile/Member Bios*

Simonson reminded the members of the member bios that were distributed last meeting. There is also a link to the online survey in the packet. The EDC used to do this and we thought it would be a good way to showcase who are EDC members are and what they do. This would be part of a future feature in the newsletter on the Commission and their mission. Digital versions of the bio sheet will also get sent out in a separate e-mail for members to complete and return to staff.

##### *City Development Bus Tour*

Simonson thanked members for their previous responses to the survey on interest and possible dates for a Development Tour. After some discussion it was decided that waiting until September might be the best option to avoid the busy time of summer. A new poll will be sent out to EDA, EDC, and City Council Members to see what date(s) would work for a bus tour some time after Labor Day and then we will go from there. Commissioner Washburn mentioned that he really hopes that this happens and

Commissioner Denkinger agreed. Newer EDC members said it would be helpful for when we discuss projects and redevelopment areas.

***Recent EDA, City Council and Planning Commission Action***

Simonson gave the EDC an update on recent City Council and Planning Commission agenda topics and actions. For the EDA, was that after much discussion on how to move forward with the Home Loan Improvement program it was decided to try one more time to remarket it through multiple different media channels. After the renewed marketing efforts there have been 4 total applications , with 3 new loans closed in the past month. Because of these recent loans we may need to look into adding additional funding to the pool if more loans are taken out. Simonson stated that we are still looking at ways to enhance our offering to residents looking to reinvest in older properties. The enhancements include a formal change to the loan program information to specifically include solar energy improvements as well as looking at partnering with the NEC on ways to make the Home Energy Audit and Energy Fit Home programs incentivized. More discussion and information will be forthcoming from the EDA.

The Water Treatment Plant had its ground breaking ceremony last night. As long as everything stays on schedule they are hoping to open by March of 2017.

The Regional Library plans are still moving along. The design is currently under review for some revisions based on feedback from the public and City Council. The County is still hoping to get in the ground in September so it will need to gain Council support before then. They would like to be open by January of 2017.

**(7:45 am: Member VanBlaircom arrives)**

Commissioner Denkinger asked whether the question was more about the “fit” with the site/campus or the overall design? Simonson responded that it is a relatively small site, so there are some challenges that need to be addressed on how it impacts the campus. Some concerns were related to the design and proposed building materials, and the Council asked that the County consider more compatible colors and brick in the design.

Chair Wing asked who approves the design? Simonson stated that the County is overseeing a design/build process, and the City has involvement both through the required site and building plan review but also as part of the transfer of land to accommodate the new facility.

Simonson wanted everyone to mark it on their calendar that Raising Cane’s Grand Opening is August 13<sup>th</sup> at 9:30 am. Members are invited to attend. Commissioner Denkinger asked how we can make this “fun” in welcoming a new business. How can we treat it differently to publicize so it doesn’t just look like the opening of another fast food restaurant. Perhaps some catchy title to celebrate? Simonson said there’s always a balance and sensitivity to welcoming new businesses, especially in the retail sector. The City has received some criticism in the recent past for announcing a new restaurant coming to town from some of the existing establishments.

## **GENERAL BUSINESS**

### **A. ACCELERATE RAMSEY COUNTY**

Simonson provided a summary of Accelerate Ramsey County, an initiative through the County to promote the area for economic development. Ramsey County, in partnership with the Saint Paul Area Chamber of Commerce, is moving toward taking an active role in Economic Development.

Commissioner Weinhausen provided details as he represents the Saint Paul Chamber in this endeavor. Some nearby Metro Counties are more advance in supporting economic development and are seen as more desirable due to the open space and ease of build to suit. Ramsey County wants to make sure that it does not get left behind. They want to make sure that people know that Ramsey County has plenty to offer as well. This effort focuses economic development efforts in a shared vision with the suburbs in the County. It is a mutual effort that says if a City cannot support the expansion/relocation of a business we would rather see them stay in Ramsey County than go somewhere else in the metro.

Simonson said that additionally this could help the County staff and departments to be on board with the broader economic development goals in how they interact with cities on development projects. We have had instances where the City felt that sometimes the County departments do not have the visioning to see the major effects of policy decisions on issues such as transportation that have direct impacts on development or redevelopment efforts .

Chair Wing asked what exactly is the purpose and objectives of Accelerate Ramsey County? Commissioner Weinhausen responded that the first phase is to find out what the actual role is. Then it will be decided the future direction and how to proceed such as leveraging assets.

Commissioner VanBlaircom asked how the County is involved in the whole process. Commissioner Weinhausen stated that at this point the County has a limited role but is aware and supportive. As was stated earlier they are working with the St. Paul Area Chamber of Commerce on the project.

### **B. DEVELOPMENT UPDATE**

#### ***Rainbow Foods Property***

Simonson said that the City has received some calls regarding recently activity at the former Rainbow Foods property. The building did not sell yet or has not been leased for a new tenant. Roundy's auctioned off a lot of the equipment that was being stored in the building such is coolers and shelves, etc. City staff met again with Oppidan Development about 10 days ago. Staff gave a brief update on the status of the discussions with the developer. There is still some hope for a new grocer to locate at the site, but the developer will likely seek some level of City financial assistance to make a project feasible for the uses the City desires. Staff is also keeping the EDA informed on the progress as they would need to approve any public financing support.

### ***694 - Rice / Elevage Development***

Simonson said the City has received a PUD Concept plan from Elevage Development group for the area along 694 and Rice where there is currently an old retail strip center. The group has purchase agreements for the center, the two adjacent homes to the west, and one adjacent home on the north along Rice Street. The development includes a 4 and 5-story market rate apartment building – with the top floor for a corporate leasing area, a retail pad with drive-through coffee, and a freestanding sit-down restaurant pad.

Commissioner Washburn asked what the timing on the project will be and do we know how the bridge will affect it? Commissioner Weinhausen said that it is a top priority for the County and that next session has a bonding bill so it should get funding.

Simonson stated that the Cardigan Junction neighborhood is very active and engaged, and generally does not support the project due to a number of concerns including rental apartments, traffic, and public safety. At this stage it is an informal review of the concept to solicit comments and feedback on the proposal from Planning Commission, City Council, and public. There are no formal actions or recommendations during this stage of the process.

Chair Wing asked if there would be underground parking. It seems over-parked on the site. Simonson affirmed that the concept does show underground parking at this point, and presumes the parking is designed to be shared among the mix of uses, but will be considered in greater detail if or when the project moves forward to the formal stage of the approval process.

Simonson said that the City Council, EDA, and EDC have all identified the property as prime for redevelopment given concerns about the age and high vacancy of the old strip center.

### ***Shoreview Corporate Center***

Simonson stated that the Shoreview Corporate Center – all 5 buildings are for sale right now. The investment group that has owned the property for the past decade – whom the City has never been in direct contact with – is now apparently seeking purchase offers. The City received one call from an interested firm exploring the acquisition, asking about the Center's history, and what the City envisions for the future. At this point we do not know the results of the bid or the future of the ownership but it was a very encouraging conversation.

Simonson said the business campus has a number of challenges including the need to redevelop or significantly renovate the 160,000 square foot building at 1005 Gramsie Road. The lack of sufficient parking to support major office/corporate uses has been a long-standing problem since the campus was originally designed for the specific needs of Deluxe Corporation. The City is very interested in working with a new ownership group that would reinvest in the property, and work with us in retaining quality companies such as Land O' Lakes and Hill-Rom Corporation.

Simonson also reported that Ally Financial is making improvements to the building at 4000 Lexington Avenue right now and will move 150 people to the facility beginning in September of this year, and add an additional 250 jobs by 2017. They plan to invest \$6.5 million in building upgrades and other costs associated with the move to Shoreview.

***Greater MSP***

There are two potential projects coming down the pipeline from GreaterMSP. Both companies are smaller start-ups in the medical technology industry. We will keep you posted as we learn more but initially it sounds like either of them could be great candidates for our BRE Loan Fund.

***Minnesota DEED Business Assistance***

The City is required to submit Business Assistance reporting forms to the State for any financial assistance give to businesses, to show how they met their job goals for the assistance they were provided. We are proud to report that both companies reached their goals and this will be the last time reporting will be necessary. TSI blew past their job goal numbers – with a goal of 40 jobs and creation of 54. In addition the 40 jobs were anticipated to be in the range of \$11.00-\$26.99 for hourly rate. However, TSI created 24 jobs in the 13.00 – 24.99 hourly rate and 30 jobs in the 27.00 per hour or higher range, without counting benefits. PaR Systems also met their hiring goals for the building expansion that the City assisted.

**ADJOURNMENT**

Commissioner Gardner, seconded by Commissioner Denkinger, moved to adjourn at 8:29 a.m.

**Vote: 8 AYES      0 NAYS**

# SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

## Meeting Minutes

August 6, 2015

### 1. CALL TO ORDER

The meeting was called to order at 7:03 p.m.

### 2. ROLL CALL

Members Present: Jay Martin, Ted Haaf, Mark Stange, and Craig Francisco

Members Absent: Craig Mullenbach, Muriel Zhou, and Keith Severson

Guests: None

City Staff: Mark Maloney & Rebecca Scepaniak

### 3. APPROVAL OF AGENDA

The committee approved the agenda.

### 4. APPROVAL OF MEETING MINUTES

The minutes of the June 4, 2015 meeting were reviewed and approved by consensus of the Committee.

### 5. COMMITTEE DISCUSSION ITEMS

The Committee reviewed the most recent Public Works monthly report that highlighted trail seal coating. Discussion followed regarding the effectiveness of the program that leverages the Department of Corrections Crew compared to the previous alternative of outsourcing to contractors. The Committee members were supportive of this new model which hopes to extend the mileage of trails that can be seal coated given the current budget levels.

The Committee discussed the status of the implementation of the new and improved Adopt-A-Trail Program for the City of Shoreview. The Committee compared the concepts of the new program with what may have been implemented in the past, as well as comparison to programs in other jurisdictions. The Committee reviewed examples of possible Adopt-A-Trail signs for volunteers involved with the program. In addition, discussion was concerning the way the City's (and County's) trail system would be segmented for adoption. The Committee also noted where possible signs leftover from the previous program may be located within city limits.

The members discussed the highlights and shortcomings of this year's Tour de Trails events and Slice Booth. While the overall results were satisfactory, it was noted that these two events would have benefitted from more preparation, specifically with regard to a meeting in July to go over final details e.g. posters, brochures, advertisements, etc.

The members reviewed the Committee Handbook and discussed attendance requirements and the rotating chair principal identified in the materials.

The meeting was adjourned at 8:38 P.M.

# Memorandum

**To:** Mayor and City Council Members  
**Cc:** City Manager  
**From:** Tom Simonson  
Assistant City Manager and Community Development Director  
**Date:** August 14, 2015  
**Re:** Monthly Report  
– Administration Department  
– Community Development Department

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## ADMINISTRATION DEPARTMENT

**Human Rights Commission.** The Human Rights Commission recently co-hosted a very successful event with the Roseville Human Rights Commission to hold a public screening of a short film titled *Selma: Bridge to the Ballot* in honor of the 50<sup>th</sup> anniversary of the Voting Rights Act of 1955. The League of Women Voters had a



table set up to register voters while Senator John Marty spoke

about his recent experience traveling to Selma with his father who participated in the march with Martin Luther King Jr. Following the film, Senator Marty facilitated an engaging discussion with the audience. The event was well received and over 100 people participated in the event.



At their August meeting the HRC will begin discussing another joint event with area communities, Ramsey County Sheriff and the Ramsey County Attorney on a seminar or round table discussion on how to build a strong relationship with our law enforcement community, opportunities for our youth that may exist as an equal opportunity employer, and current safety measures in place that strengthen our bond with the law enforcement community.

**Communications.** Communications staff recently began adding video content to the City's social media platforms. This new tool appears to be well received by our followers. Our engagement rate on Facebook has jumped dramatically. The use of video in social media is growing rapidly. Facebook has seen a dramatic rise in the number of videos posted and watched over the last 18 months. Staff has attended workshops on use of video in social media and will be continuing to build upon the success

we have seen with our outreach efforts via Facebook and Twitter by increasing the use of video content.

Additionally, communications staff has been working on getting our official City social media accounts 'verified'. Verified social media accounts are important not only because there are thousands of government agency pages, but impersonation and parody accounts can be problematic. Verification also helps residents when they search for the local government accounts on social platforms to ensure they have found the right account. The City's Twitter account has been verified and staff saw a quick rise in the number of followers immediately after the verification. Staff is currently working through the verification process for our City Facebook page.



The screenshot shows the Facebook Insights interface for the City of Shoreview, MN (Local Government) page. It features a table with five rows of metrics, each with columns for 'LAST WEEK', 'PREVIOUS WEEK', and 'TREND'. The metrics and their values are: Page Visits (180 vs 106, 69.8% trend), Weekly Total Reach (2,914 vs 701, 315.7% trend), People Engaged (440 vs 59, 645.8% trend), Message Response Rate (0.0% vs 0.0%, 0.0% trend), and Total Page Likes (737 vs 725, 1.7% trend). A 'See Insights' button is visible in the top right corner.

	LAST WEEK	PREVIOUS WEEK	TREND
Page Visits	180	106	69.8%
Weekly Total Reach	2,914	701	315.7%
People Engaged	440	59	645.8%
Message Response Rate	0.0%	0.0%	0.0%
Total Page Likes	737	725	1.7%

**Citizen's Leadership Academy.** Staff has put together a draft proposal for a Citizen's Leadership Academy (CLA) that is currently being reviewed and fine tuned. Staff will be reaching out to departments and safety service providers to begin planning. It is anticipated that the first inaugural class will begin sometime this spring. Staff will bring more information forward to the City Council once details are confirmed.

**Shoreview Library.** City staff continues to work closely with Ramsey County officials on the planning and review for the new regional Library project, including the necessary agreements for the transfer of property and the formal approval process through the Planning Commission and City Council. The County submitted necessary development applications this week, with the site and building plans being considered by the Planning Commission at their August 25<sup>th</sup> meeting.

After holding a public informational meeting and talking with the City Council in July, the project team took the comments received about the design and site layout, and made a number of revisions including a change in the proposed building materials that would better complement the other

facilities on the Shoreview Commons campus. These changes were reviewed by the City Council at a special workshop meeting on August 3<sup>rd</sup>, and the revised plans (shown below) received very positive comments.



The design-build team of HGA Architects with Adolfson & Peterson Construction has been hired for the project, and will be hosting a meeting in September at the City Hall to promote the construction project to small businesses and minority-owned contracting firms to meet the County's construction hiring goals.

The tentative schedule calls for construction to begin by October, 2015. The existing library would continue to operate throughout the construction until closing in December, 2016 to move materials over to the new regional library for opening in January of 2017.

**Shoreview Commons Master Plan.** Based on previous discussions with the City Council, staff prepared and distributed a Request for Qualifications (RFQ) to a number of firms seeking professional services for the development of a new comprehensive master plan for the Shoreview Commons civic campus and park area. With the addition of a new regional library, conversion of the



existing library to school administration, and possible expansion of the Community Center, the City believes it is important to review, update, and develop a new master plan to use as a framework for

creating a distinctive campus environment that includes new park features and amenities which reflect the values of the community and best serves residents and visitors of all ages. The master plan would serve as a guide for prioritizing future facility improvements, recreational amenities, other public spaces and civic features.

The RFQ cited that the master plan is being undertaken with the following core objectives:

- **Develop plans for future park improvements and other site amenities** within the Shoreview Commons, including the exploring the potential re-purposing of existing ballfield areas to create new park elements and features that complement existing public facilities.
- **Enhanced connectivity between public facilities** on the campus that includes the Shoreview Community Center, Shoreview City Hall, Mounds View School District Administrative Services (future re-purposing of existing Library), new Ramsey County Regional Library (construction starting Fall 2015), Haffeman Pavilion, and County Ice Arena (adjacent).
- **Improved on-site pedestrian and bicycle linkages** that provides safe access to the public services and recreational facilities within the Shoreview Commons.
- **Maintain safe and efficient traffic flow and parking** to support the facilities, events, and activities in the Shoreview Commons area.

City staff expects to receive responses from professional firm by August 21<sup>st</sup>, and will then forward a recommendation to the City Council on the hiring of a consultant. The initial work of the selected firm will be to assist in the review of the proposed regional library (including issues such as traffic flow/access, pedestrian movements, signage, and landscaping).

## **COMMUNITY DEVELOPMENT DEPARTMENT**

**Planning Commission.** The Planning Commission will hold their regular meeting on Tuesday, August 25<sup>th</sup>, and the full agenda includes the following items:

- **Shoreview Senior Living** – the proposed construction of a 3-story, 31-unit senior apartment building on the campus at 4710 Cumberland Street. The Planning Commission tabled the applications at their July 28<sup>th</sup> meeting and the applicant has revised the plans to address concerns raised at the meeting. Building height has been reduced to 37-feet, additional parking provided, and the number of proposed units reduced from 34 to 31.
- **Gary Boryczka** (3680 N. Kent Street) – Conditional use permit for an outside storage related to a contracting business located in the industrial/business park area east of Deluxe Corporation and north of County Road E.
- **Oak Hill Montessori School** (4665/4685/4693 Hodgson Road) – Project includes the re-platting of the property into one parcel, and site/building plan review for the expansion of the off-street parking lot. The existing home at 4685 Hodgson Road, and other site improvements, would be

removed for the expansion of the off-street parking lot which would serve the Montessori School and their administrative office (4693 Hodgson Road). The expansion is planned in two phases. The first phase has been designed to provide a total 85 parking stalls and a second access drive onto Hodgson Road. The second phase would provide a total of 156 parking stalls. Construction of the Phase 1 parking expansion is expected this year.

→ **Ramsey County Public Library** – The County is proposing to construct a new regional library at the northeast corner of Highway 96 and Victoria Street. Applications being considered include the rezoning from R1, Detached Residential to PUD, Planned Unit Development and Planned Unit Development – Development Stage (site and building plan review).

**Rainbow Foods Site.** City staff continues to work closely with the owner/developer partnership including Oppidan Development on the vacant Rainbow Foods property at Highway 96 and Hodgson Road. Oppidan is still trying to finalize agreements for securing a grocery anchor and other retail tenants, which will likely include the re-use of the existing building. The developer will likely seek financial assistance from the City through the EDA to support a redevelopment and upgrades to the property. The EDA has held some preliminary discussions on the possible use of a local tax abatement as a tool to support a redevelopment of the site since creating a new tax increment district is not possible.



**Rice Street/I-694 Redevelopment.** Elevage Development Group applied for Planned Unit Development Concept Review and Tax Increment Financing for a mixed-use housing and retail redevelopment at the northwest corner of County Road E and Rice Street. The concept includes a multi-story high end market rate rental apartment building of approximately 100 units, a restaurant pad and small retail pad with drive-through near the Rice Street frontage. The project would involve the tear down of the old retail center property, as well as three adjacent single-family residential properties. The developer has secured purchase agreements for all the properties included in the project.



The PUD Concept (no formal approvals at this stage) was reviewed by the Planning Commission at their July 28<sup>th</sup> meeting and will also be discussed by the City Council on August 17<sup>th</sup>. The Planning

Commission was very well attended by residents in the Cardigan Junction neighborhood, with many objecting to the project due to concerns of density, building height, and traffic and safety. The Planning Commission also provided feedback to the developer with some concerns including the density of the apartments, but also stated that redevelopment of the aging retail center is certain to occur in the near future. The developer is already looking at revisions to the plan based on the comments, but will also wait to hear from the City Council before submitting formal applications.

**Code Enforcement.** There have been 18 new code enforcement cases opened in the last month. The table below summarizes the status of code enforcement activity:

<b>Code Enforcement Activity</b>			
<b>Year</b>	<b>Total Cases</b>	<b>Cases Open</b>	<b>Cases Closed</b>
2015	123	72	51
2014	173	70	103

**Rental Licensing.** A total of 595 General Dwelling Unit (GDU) and 9 Multi-Family Dwelling Unit (MFU) license applications have been issued to date for the 2015 license year. Of those total number, 40 of the applications were for new rental properties. New GDU license applications are expected throughout the year as properties are converted and the owners apply for licenses.

Inspections for GDU units are geographically scheduled by neighborhood throughout the City. Of the 279 GDU units requiring inspections this year, staff has completed 204 so far with the remainder to be completed by the end of the year. The following table shows the significant increase in rental licenses issues over the past five years:

<b>Rental Licenses Issued</b>						
<b>Year</b>	2010	2011	2012	2013	2014	2015
<b>Licenses</b>	357	448	550	572	554	595

**Other News and Information**

- Raising Cane’s restaurant will be conducting a grand opening event on September 24<sup>th</sup> for the new Shoreview location near Super Target. A ribbon-cutting ceremony will start at 9:30 a.m.
- Attached is the monthly report on building permit activity from the Building Official.
- Attached is the monthly services report from the Housing Resource Center, which shows 3 new loans through the Shoreview Home Improvement Loan program were closed in the past month.
- Tenant lease improvements of approximately \$6.5 million at the 4000 Lexington Avenue building within the Shoreview Corporate Center are nearing completion for the financial services company Ally Financial. Ally Financial is consolidating and expanding their Twin Cities operations to a new location within the Shoreview Corporate Center. The company is moving 150 current employees to the facility while also creating 250 jobs by 2017. Ally Financial expects to begin moving employees to the facility in September of this year.

**CITY OF SHOREVIEW**  
**BUILDING INSPECTOR MONTHLY REPORT**  
**COMPARISON OF YEAR 2015 WITH 2014**

	JULY 2015		TO DATE 2015		JULY 2014		TO DATE 2014	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS	4	\$1,103,000	10	\$3,076,000	4	\$1,135,650	8	\$2,269,650
TOWNHOMES			0	\$0			0	\$0
ADDITIONS		\$149,000	10	\$598,000	5	\$1,928,000	15	\$2,263,300
GARAGES			5	\$97,000			2	\$28,000
MISCELLANEOUS	132	\$895,869	639	\$4,350,458	106	\$608,720	473	\$2,918,003
APARTMENTS			0	\$0			0	\$0
OFFICES			0	\$0			1	\$1,500,000
RETAIL			1	\$1,500,000			0	\$0
INDUSTRIAL/WAREHOUSE			0	\$0			1	\$80,000
PUBLIC BUILDINGS	1	\$532,000	1	\$532,000			0	\$0
COMMERCIAL ADDITIONS			0	\$0			0	\$0
COMMERCIAL ALTER	6	\$64,820	30	\$2,864,776	5	\$192,225	32	\$2,616,314
<b>TOTAL</b>	<b>143</b>	<b>\$2,744,689</b>	<b>696</b>	<b>\$13,018,234</b>	<b>120</b>	<b>\$3,864,595</b>	<b>532</b>	<b>\$11,675,267</b>

CC: CITY MANAGER  
 DIR. COMMUNITY DEV  
 MAYOR

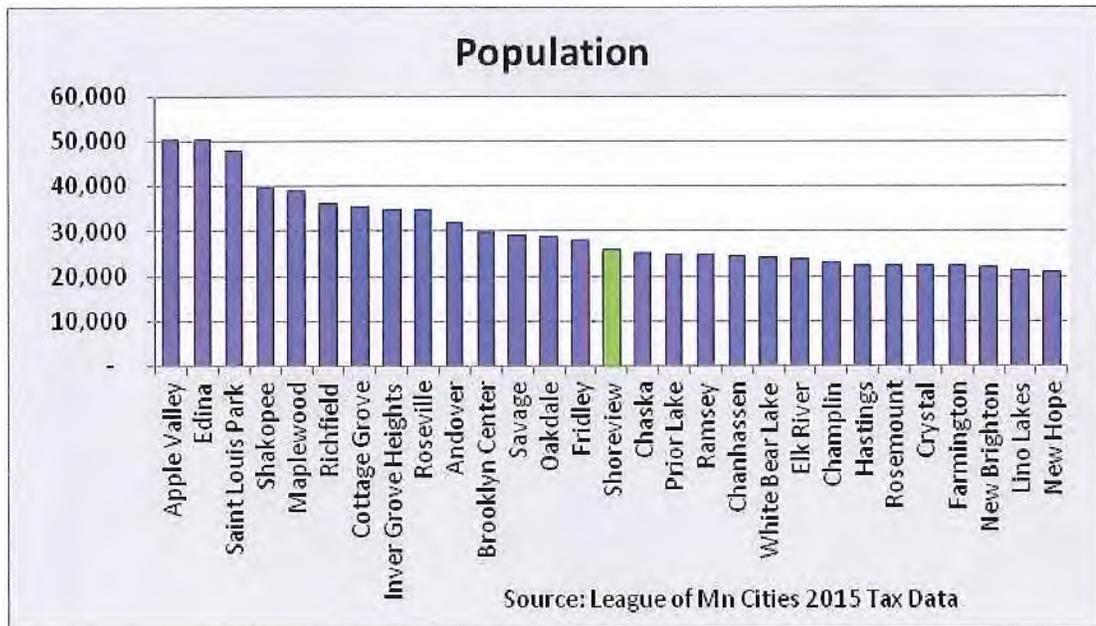


TO: Terry Schwerm, City Manager  
 FROM: Fred Espe, Finance Director  
 DATE: August 11, 2015  
 RE: Monthly Finance Report

**PROPERTY TAX STATISTICS**

The League of Minnesota Cities released 2015 property tax statistics this week. The information, combined with the data published in the annual State Auditor’s report (covering 2013 local government revenue, spending, debt levels and fund balances), will be used to prepare illustrations used during this years’ budget process. The June monthly finance report provided comparisons for revenue, expense, and debt levels. This report will focus on property taxes and value.

**Population** – Comparison cities include those in the metro area that are closest to Shoreview in population, selecting 14 larger and 14 smaller. It should be noted that Shoreview’s population is 13.8% below the average of the cities in this group.



**City Property Taxes** – The City portion of property taxes on a median home (\$236,250 value in 2005 and \$247,500 value in 2015) has increased one rank position as compared to the year 2005.

- Shoreview ranks 5<sup>th</sup> lowest in 2015 (29.9% below average in 2005 and 20.5% below in 2015)
- Shoreview’s ranking in 2015 is one ranking lower (better) than its 2014 ranking
- The highest City tax occurs in Brooklyn Center in both years
- White Bear Lake and Chaska rank the lowest two cities in both years

City Tax on Median Home				
Rank	2005		2015	
1	Brooklyn Center	\$ 1,293	Brooklyn Center	\$ 1,628
2	Hastings	1,194	Hastings	1,455
3	Savage	1,144	Farmington	1,429
4	New Hope	1,095	Richfield	1,398
5	Golden Valley	1,070	New Hope	1,277
6	Elk River	1,034	Savage	1,240
7	Crystal	942	Crystal	1,178
8	Cottage Grove	924	Inver Grove Heights	1,130
9	Richfield	919	Saint Louis Park	1,110
10	Apple Valley	914	Apple Valley	1,103
11	Ramsey	910	Maplewood	1,099
12	Inver Grove Heights	901	Elk River	1,097
13	St. Louis Park	883	Fridley	1,052
14	South Saint Paul	872	Rosemount	1,050
15	Prior Lake	868	Lino Lakes	1,018
16	Maplewood	863	Ramsey	983
17	Fridley	824	Cottage Grove	963
18	Oakdale	807	Champlin	959
19	New Brighton	800	Roseville	952
20	Chanhassen	791	Oakdale	910
21	Champlin	777	Shakopee	894
22	Shakopee	758	Andover	883
23	Lakeville	755	New Brighton	842
24	Andover	737	Prior Lake	839
25	Roseville	638	Shoreview	811
26	Shoreview	601	Edina	634
27	Edina	590	Chanhassen	602
28	White Bear Lake	495	Chaska	576
29	Chaska	470	White Bear Lake	474
	Average	\$ 858	Average	\$ 1,020
	Median	\$ 868	Median	\$ 1,018
	Shoreview to Avg	-29.9%	Shoreview to Avg	-20.5%

**Total Property Taxes** –Total property taxes on a median value home have increased 7 rank positions as compared to one rank position for the City portion of the tax bill.

- Shoreview ranks in the lower half for 2005 (4.8% below the average total tax for all jurisdictions)
- Shoreview ranks 11<sup>th</sup> highest in 2015 (4.9% above the average total tax for all jurisdictions)
- Shoreview’s ranking in 2015 is two rankings lower than its 2014 ranking
- The highest total tax occurs in Brooklyn Center in both years
- The lowest total tax occurs in Inver Grove Heights and Andover

Total Tax on Median Home				
Rank	2005		2015	
1	Brooklyn Center	3,371	Brooklyn Center	\$ 4,377
2	New Hope	3,210	New Hope	4,096
3	Elk River	3,110	Crystal	4,005
4	Crystal	3,087	Maplewood	3,901
5	Golden Valley	3,066	Elk River	3,884
6	St. Louis Park	2,920	Richfield	3,752
7	Chanhassen	2,892	Farmington	3,733
8	Savage	2,864	Roseville	3,643
9	Maplewood	2,860	New Brighton	3,628
10	New Brighton	2,745	Saint Louis Park	3,613
11	Prior Lake	2,732	Shoreview	3,580
12	Richfield	2,728	Fridley	3,502
13	Champlin	2,705	Savage	3,449
14	Cottage Grove	2,663	Hastings	3,377
15	Chaska	2,611	Champlin	3,351
16	Hastings	2,560	White Bear Lake	3,255
17	Roseville	2,546	Lino Lakes	3,215
18	Shoreview	2,542	Cottage Grove	3,133
19	Ramsey	2,527	Edina	3,124
20	Edina	2,502	Inver Grove Heights	3,116
21	Fridley	2,469	Prior Lake	3,107
22	White Bear Lake	2,432	Ramsey	3,091
23	South Saint Paul	2,413	Apple Valley	3,080
24	Shakopee	2,395	Chaska	3,073
25	Apple Valley	2,387	Rosemount	3,034
26	Oakdale	2,329	Chanhassen	3,033
27	Lakeville	\$ 2,328	Oakdale	2,973
28	Andover	2,279	Shakopee	2,949
29	Inver Grove Heights	2,133	Andover	2,895
	Average	\$ 2,669	Average	\$ 3,413
	Median	\$ 2,611	Median	\$ 3,351
	Shoreview to Avg	-4.8%	Shoreview to Avg	4.9%

**City Levy** – A comparison of the gross tax levy for each City shows that Shoreview has increased 3 rank positions since 2005.

- Shoreview ranked 21 in 2005 and ranks 18 in 2015
- Shoreview’s ranking remains unchanged from 2014
- Edina ranks highest in both years
- White Bear Lake and Chaska rank the lowest two cities in both years

Tax Levy Ranking				
Rank	2005		2015	
1	Edina	\$ 18,994,215	Edina	\$ 29,086,785
2	St. Louis Park	17,303,851	Saint Louis Park	26,986,286
3	Apple Valley	17,113,164	Apple Valley	22,224,046
4	Lakeville	14,967,255	Maplewood	18,694,310
5	Maplewood	12,725,862	Richfield	18,289,605
6	Golden Valley	12,545,588	Roseville	17,511,902
7	Inver Grove Heights	11,453,645	Shakopee	16,573,266
8	Richfield	10,993,431	Inver Grove Heights	16,468,982
9	Savage	10,687,961	Savage	16,161,671
10	Cottage Grove	10,440,762	Brooklyn Center	14,778,193
11	Brooklyn Center	10,308,951	Cottage Grove	13,402,100
12	Roseville	9,762,840	Hastings	12,061,027
13	Shakopee	9,428,432	Farmington	11,402,242
14	Hastings	8,611,628	Fridley	11,388,996
15	Chanhassen	8,075,342	Andover	10,959,924
16	Oakdale	8,068,918	Rosemount	10,827,772
17	New Hope	8,030,219	Oakdale	10,270,525
18	Fridley	7,793,230	Shoreview	10,267,916
19	Elk River	7,624,156	Chanhassen	10,037,934
20	Andover	7,556,953	Elk River	10,017,464
21	Shoreview	6,939,712	New Hope	9,952,273
22	Crystal	6,647,764	Ramsey	9,369,889
23	Prior Lake	6,523,414	Prior Lake	9,199,592
24	New Brighton	6,198,120	Crystal	8,865,262
25	Champlin	6,103,918	Lino Lakes	8,686,266
26	Ramsey	6,035,239	Champlin	8,504,647
27	South Saint Paul	5,491,965	New Brighton	6,930,843
28	White Bear Lake	4,834,788	Chaska	6,571,848
29	Chaska	3,108,777	White Bear Lake	4,844,999
	Average	\$ 9,461,038	Average	\$ 13,115,054
	Median	\$ 8,075,342	Median	\$ 10,959,924
	Shoreview to Avg	-26.6%	Shoreview to Avg	-21.7%

**LGA** – Shoreview receives no local government aid (LGA) to help support the cost of City services. The table below presents the amount of LGA received by each comparison city in 2015.

- Crystal receives the highest LGA per capita at \$74.93 (\$1.681 million in LGA)
- White Bear Lake receives the second highest LGA at \$63.86 (\$1.543 million in LGA)
- Several cities receive no LGA

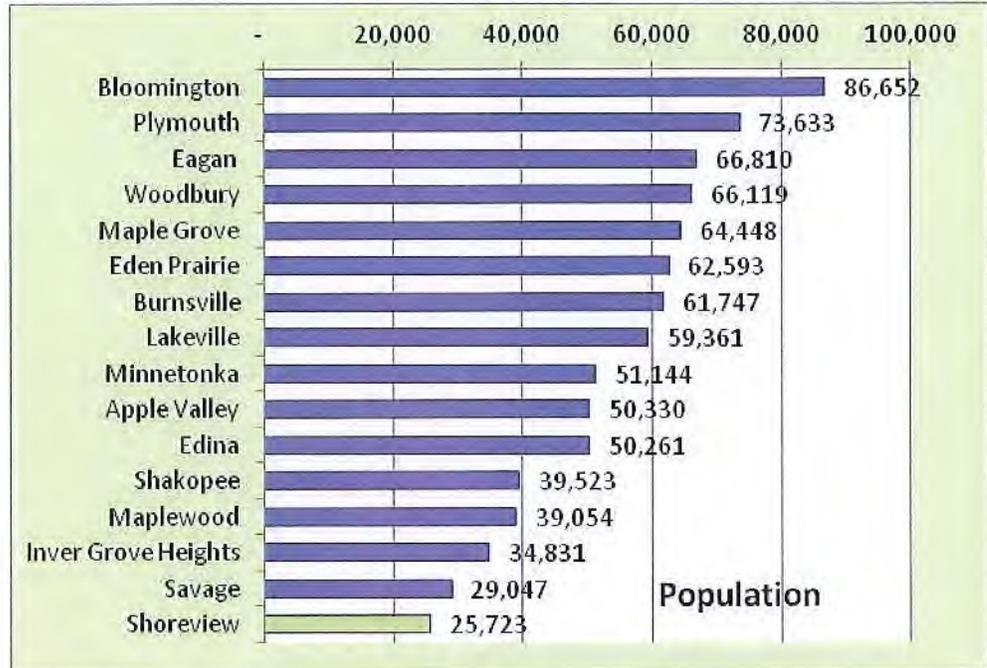
City	Population	LGA	LGA Per Capita
Crystal	22,436	\$ 1,681,036	\$ 74.93
White Bear Lake	24,159	1,542,705	63.86
Richfield	36,157	2,053,363	56.79
Brooklyn Center	29,889	1,494,152	49.99
Fridley	27,952	1,315,477	47.06
New Hope	20,812	595,055	28.59
Hastings	22,492	573,671	25.51
New Brighton	22,084	554,412	25.10
Chaska	25,270	505,223	19.99
Maplewood	39,054	627,108	16.06
Farmington	22,386	276,607	12.36
Elk River	23,730	255,596	10.77
Saint Louis Park	47,933	512,466	10.69
Champlin	22,880	230,160	10.06
Oakdale	28,655	134,711	4.70
Ramsey	24,811	110,352	4.45
Cottage Grove	35,250	72,518	2.06
Apple Valley	50,330	-	-
Edina	50,261	-	-
Shakopee	39,523	-	-
Inver Grove Heights	34,831	-	-
Roseville	34,719	-	-
Andover	31,874	-	-
Savage	29,047	-	-
Shoreview	25,723	-	-
Prior Lake	24,911	-	-
Chanhausen	24,503	-	-
Rosemount	22,490	-	-
Lino Lakes	21,129	-	-

**Tax Rates** – Comparisons of tax rates are useful because the tax rate measures both the change in levies and values (the levy is divided by the taxable value to compute the tax rate). Shoreview’s City tax rate has remained relatively constant over the last 10 years, ranking 5<sup>th</sup> and 6<sup>th</sup> lowest in 2005 and 2015 respectively.

City Tax Rate				
Rank	2005		2015	
1	Hastings	50.520%	Brooklyn Center	70.026%
2	Brooklyn Center	50.490%	Hastings	62.581%
3	Savage	46.390%	Farmington	61.455%
4	New Hope	46.320%	Richfield	60.133%
5	Golden Valley	45.300%	New Hope	54.934%
6	Elk River	43.760%	Savage	51.742%
7	Cottage Grove	39.090%	Crystal	49.100%
8	Richfield	38.870%	Inver Grove Heights	48.588%
9	Ramsey	38.500%	Saint Louis Park	47.754%
10	Crystal	38.330%	Elk River	47.190%
11	Inver Grove Heights	38.140%	Maplewood	46.353%
12	St. Louis Park	37.380%	Apple Valley	45.274%
13	South Saint Paul	36.910%	Rosemount	45.152%
14	Apple Valley	36.750%	Lino Lakes	43.770%
15	Maplewood	34.230%	Fridley	43.508%
16	Oakdale	34.160%	Ramsey	42.259%
17	New Brighton	33.870%	Cottage Grove	41.410%
18	Fridley	33.630%	Champlin	41.240%
19	Champlin	32.870%	Oakdale	39.131%
20	Prior Lake	32.360%	Roseville	38.909%
21	Lakeville	31.330%	Shakopee	37.862%
22	Andover	31.200%	Andover	37.205%
23	Shakopee	31.120%	New Brighton	36.225%
24	Chanhassen	28.100%	Shoreview	34.873%
25	Shoreview	25.450%	Prior Lake	31.962%
26	Roseville	24.520%	Edina	26.605%
27	Edina	24.090%	Chaska	24.777%
28	White Bear Lake	20.950%	Chanhassen	24.621%
29	Chaska	19.880%	White Bear Lake	20.368%
	Average	35.328%	Average	43.276%
	Median	34.230%	Median	43.508%
	Shoreview to Avg	-28.0%	Shoreview to Avg	-19.4%

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

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



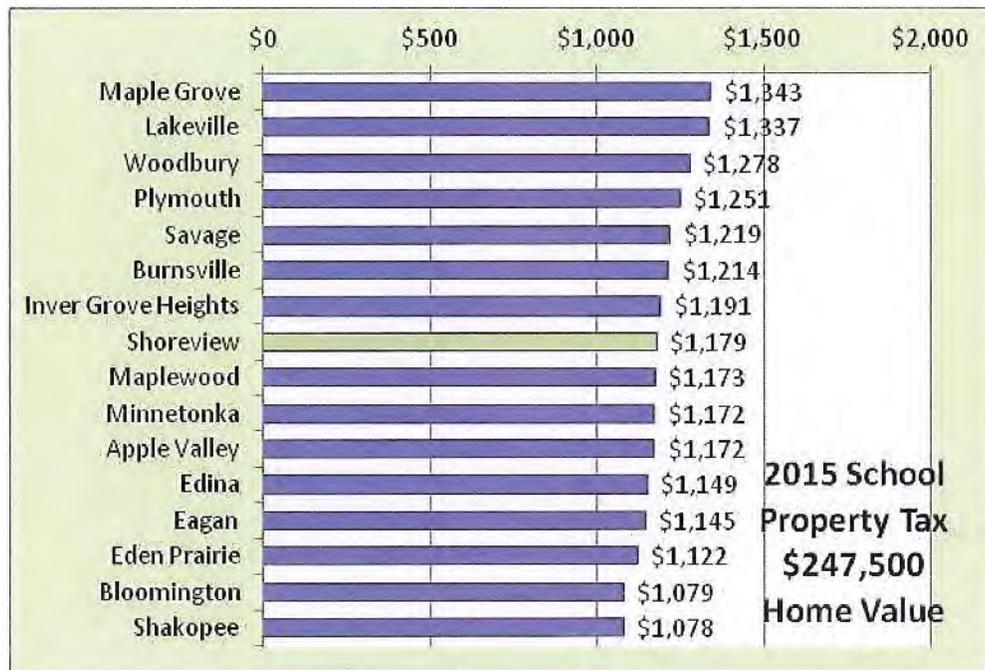
Market value comparisons are most helpful when viewed on a per capita basis, because the geographic size of each community varies. The next graph illustrates the market value per capita for each MLC city, with Shoreview near the middle of the group (about 7.6% below average).



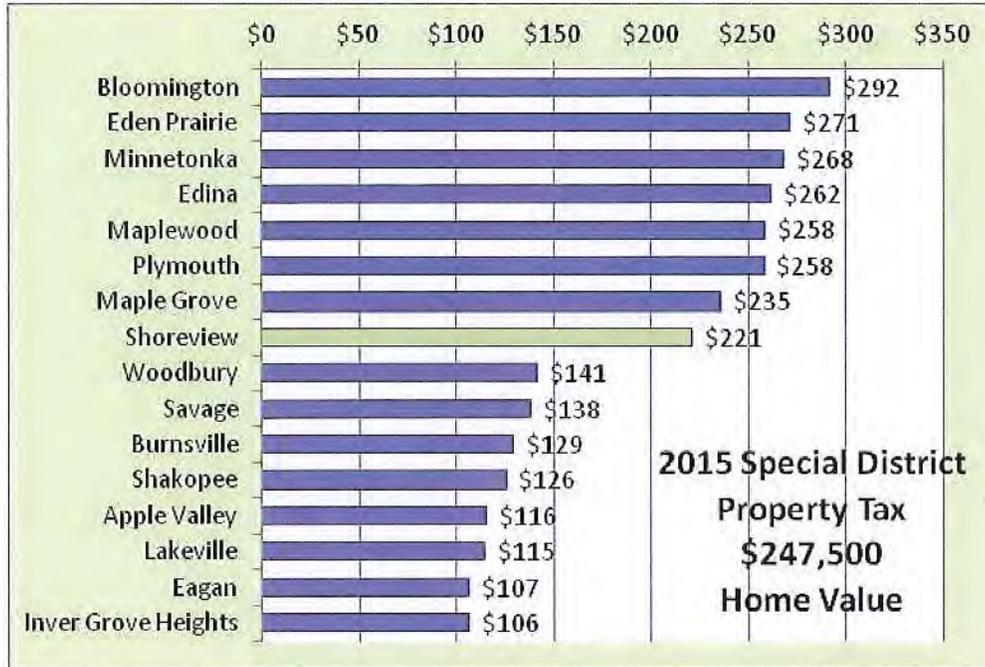
Median Home taxes for each type of taxing jurisdiction provide perhaps the most revealing comparisons. The graph below shows the City share of the tax bill on a \$247,500 home (the median value in Shoreview). Shoreview ranks 4<sup>th</sup> lowest at \$811, and Savage ranks highest at \$1,240.



School District property taxes in Shoreview (for the Mounds View district) rank about 1.3% below the average for MLC cities (see graph below).



Special District property taxes rank 16% above average in Shoreview (for Rice Creek Watershed, Mosquito Control, Met Council, and the Shoreview HRA).



County property taxes for cities located in Ramsey County (Maplewood and Shoreview) rank 45% above the average of MLC cities. The County tax on a Shoreview median valued home is \$1,370 in Ramsey County, \$1,079 in Hennepin County, \$852 in Scott County, \$712 in Washington County and \$689 in Dakota County.



Total Taxes in Shoreview rank 2<sup>nd</sup> highest for MLC cities. During 2014 Shoreview's total tax was 3<sup>rd</sup> highest among MLC cities, which means Shoreview's property taxes have increased 1 rank position since last year (for all taxing jurisdictions combined).



During 2015, Shoreview will collect approximately \$399.17 per capita in property taxes. This is the second lowest per capita tax level among MLC cities. Minnetonka receives the highest amount of tax per capita at \$620.85, and Plymouth receives the lowest at \$395.89. The average for MLC cities is \$482.85.

**MONTHLY REPORT**

Attached is the monthly report for July of 2015.

City	City Levy Per Capita
Minnetonka	\$ 620.85
Edina	578.71
Savage	556.40
Bloomington	548.76
Eden Prairie	525.55
Maple Grove	514.19
Burnsville	479.13
Maplewood	478.68
Inver Grove Heights	472.83
Woodbury	442.45
Apple Valley	441.57
Eagan	435.57
Shakopee	419.33
Lakeville	416.58
Shoreview	399.17
Plymouth	395.89
Average	\$ 482.85
Shvw to avg	-17.33%

**General Fund**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Property Taxes	7,023,335	3,665,243	3,358,092	52.19	51.08
Licenses & Permits	330,100	273,741	56,359	82.93	77.36
Intergovernmental	455,032	249,655	205,377	54.87	123.98
Charges for Services	1,303,810	1,016,716	287,094	77.98	79.61
Fines & Forfeits	48,800	19,196	29,604	39.34	36.15
Interest Earnings	50,000		50,000		
Miscellaneous	26,227	14,491	11,736	55.25	59.69
<b>TOTAL REVENUES</b>	<b>9,237,304</b>	<b>5,239,042</b>	<b>3,998,262</b>	<b>56.72</b>	<b>57.53</b>
<b>EXPENDITURES</b>					
General Government					
Administration	553,955	292,373	261,582	52.78	51.58
Communications	215,944	106,924	109,020	49.51	41.55
Council & commiss	151,925	90,392	61,533	59.50	59.22
Elections	4,000		4,000		74.57
Finance/accounting	545,070	306,167	238,903	56.17	56.01
Human Resources	290,010	142,174	147,836	49.02	47.61
Information systems	346,344	217,689	128,655	62.85	64.60
Legal	125,000	60,217	64,783	48.17	50.85
<b>Total General Government</b>	<b>2,232,248</b>	<b>1,215,936</b>	<b>1,016,312</b>	<b>54.47</b>	<b>53.75</b>
Public Safety					
Emergency services	5,130	2,034	3,096	39.66	32.48
Fire	1,354,780	1,135,923	218,857	83.85	100.19
Police	2,064,925	1,132,644	932,281	54.85	56.66
<b>Total Public Safety</b>	<b>3,424,835</b>	<b>2,270,601</b>	<b>1,154,234</b>	<b>66.30</b>	<b>71.48</b>
Public Works					
Forestry/nursery	125,989	46,422	79,568	36.85	60.14
Pub Works Adm/Engin	450,210	225,054	225,156	49.99	59.25
Streets	864,238	540,844	323,394	62.58	60.88
Trail mgmt	132,926	73,284	59,642	55.13	68.19
<b>Total Public Works</b>	<b>1,573,363</b>	<b>885,603</b>	<b>687,760</b>	<b>56.29</b>	<b>60.93</b>
Parks and Recreation					
Municipal buildings	131,725	118,543	13,182	89.99	89.74
Park Maintenance	1,247,321	808,561	438,760	64.82	65.36
Park/Recreation Adm	381,141	223,097	158,044	58.53	51.82
<b>Total Parks and Recreation</b>	<b>1,760,187</b>	<b>1,150,201</b>	<b>609,986</b>	<b>65.35</b>	<b>64.05</b>
Community Develop					
Building Inspection	167,224	85,499	81,725	51.13	61.90
Planning/zoning adm	449,447	241,235	208,212	53.67	54.29
<b>Total Community Develop</b>	<b>616,671</b>	<b>326,734</b>	<b>289,937</b>	<b>52.98</b>	<b>56.29</b>

**General Fund**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	9,607,304	5,849,075	3,758,229	60.88	62.97
OTHER					
Sale of Asset		148	-148		
Transfers In	748,000	678,417	69,583	90.70	90.37
Transfers Out	-378,000	-275,500	-102,500	72.88	73.01
TOTAL OTHER	370,000	403,064	-33,064	108.94	110.19
Net change in fund equity		-206,969	206,969		
Fund equity, beginning		4,447,396			
Fund equity, ending		4,240,427			
Less invested in capital assets					
Net available fund equity		4,240,427			

**Recycling**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Intergovernmental	65,000	9,331	55,669	14.36	
Charges for Services	527,000	267,001	259,999	50.66	51.94
<b>TOTAL REVENUES</b>	<b>592,000</b>	<b>276,332</b>	<b>315,668</b>	<b>46.68</b>	<b>45.81</b>
<b>EXPENDITURES</b>					
Public Works					
Recycling	544,287	293,488	250,799	53.92	57.40
<b>Total Public Works</b>	<b>544,287</b>	<b>293,488</b>	<b>250,799</b>	<b>53.92</b>	<b>57.40</b>
<b>TOTAL EXPENDITURES</b>	<b>544,287</b>	<b>293,488</b>	<b>250,799</b>	<b>53.92</b>	<b>57.40</b>
Net change in fund equity	47,713	-17,156	64,869		
Fund equity, beginning		266,654			
Fund equity, ending		249,498			
Less invested in capital assets					
Net available fund equity		249,498			

**STD Self Insurance**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	7,500	4,532	2,968	60.43	58.51
Interest Earnings	500		500		
<b>TOTAL REVENUES</b>	<b>8,000</b>	<b>4,532</b>	<b>3,468</b>	<b>56.65</b>	<b>55.19</b>
<b>EXPENDITURES</b>					
Miscellaneous					
Short-term Disab	8,000	4,988	3,012	62.35	90.63
<b>Total Miscellaneous</b>	<b>8,000</b>	<b>4,988</b>	<b>3,012</b>	<b>62.35</b>	<b>90.63</b>
<b>TOTAL EXPENDITURES</b>	<b>8,000</b>	<b>4,988</b>	<b>3,012</b>	<b>62.35</b>	<b>90.63</b>
Net change in fund equity		-456	456		
Fund equity, beginning		41,948			
Fund equity, ending		41,492			
Less invested in capital assets					
Net available fund equity		41,492			

**Community Center**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	2,443,830	1,448,881	994,949	59.29	59.99
Interest Earnings	5,000		5,000		
Miscellaneous	12,500	1,000	11,500	8.00	3.17
<b>TOTAL REVENUES</b>	<b>2,461,330</b>	<b>1,449,881</b>	<b>1,011,449</b>	<b>58.91</b>	<b>59.49</b>
<b>EXPENDITURES</b>					
Parks and Recreation					
Community center	2,763,411	1,446,216	1,317,195	52.33	51.41
<b>Total Parks and Recreation</b>	<b>2,763,411</b>	<b>1,446,216</b>	<b>1,317,195</b>	<b>52.33</b>	<b>51.41</b>
<b>TOTAL EXPENDITURES</b>	<b>2,763,411</b>	<b>1,446,216</b>	<b>1,317,195</b>	<b>52.33</b>	<b>51.41</b>
<b>OTHER</b>					
Sale of Asset		610	-610		
Transfers In	366,000	213,500	152,500	58.33	58.33
<b>TOTAL OTHER</b>	<b>366,000</b>	<b>214,110</b>	<b>151,890</b>	<b>58.50</b>	<b>58.33</b>
Net change in fund equity	63,919	217,775	-153,856		
Fund equity, beginning		1,193,542			
Fund equity, ending		1,411,317			
Less invested in capital assets					
Net available fund equity		1,411,317			

**Recreation Programs**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	1,472,088	983,988	488,100	66.84	67.59
Interest Earnings	2,000		2,000		
<b>TOTAL REVENUES</b>	<b>1,474,088</b>	<b>983,988</b>	<b>490,100</b>	<b>66.75</b>	<b>67.40</b>
<b>EXPENDITURES</b>					
Parks and Recreation					
Adult & youth sports	97,923	68,746	29,177	70.20	69.61
Aquatics	153,384	75,191	78,193	49.02	47.93
Community programs	100,472	70,867	29,605	70.53	66.42
Drop-in Child Care	64,130	32,995	31,135	51.45	48.35
Fitness Programs	202,764	99,257	103,507	48.95	50.67
Park/Recreation Adm	389,800	229,736	160,064	58.94	45.98
Preschool Programs	92,433	51,011	41,422	55.19	37.40
Summer Discovery	208,991	167,182	41,809	79.99	62.46
Youth/Teen	34,287	11,938	22,349	34.82	30.47
<b>Total Parks and Recreation</b>	<b>1,344,184</b>	<b>806,923</b>	<b>537,261</b>	<b>60.03</b>	<b>51.59</b>
<b>TOTAL EXPENDITURES</b>	<b>1,344,184</b>	<b>806,923</b>	<b>537,261</b>	<b>60.03</b>	<b>51.59</b>
<b>OTHER</b>					
Transfers In	72,000	72,000		100.00	100.00
Transfers Out	-120,000	-70,000	-50,000	58.33	58.33
<b>TOTAL OTHER</b>	<b>-48,000</b>	<b>2,000</b>	<b>-50,000</b>	<b>-4.17</b>	<b>-38.89</b>
Net change in fund equity	81,904	179,065	-97,161		
Fund equity, beginning		971,783			
Fund equity, ending		1,150,848			
Less invested in capital assets					
Net available fund equity		1,150,848			

**Cable Television**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	318,000	395,068	-77,068	124.24	50.99
Interest Earnings	1,700		1,700		
Miscellaneous	1,200	22,661	-21,461	1,888.4	58.33
<b>TOTAL REVENUES</b>	<b>320,900</b>	<b>417,730</b>	<b>-96,830</b>	<b>130.17</b>	<b>50.76</b>
<b>EXPENDITURES</b>					
General Government					
Cable television	167,993	74,008	93,985	44.05	84.78
<b>Total General Government</b>	<b>167,993</b>	<b>74,008</b>	<b>93,985</b>	<b>44.05</b>	<b>84.78</b>
Capital Outlay					
Cable television	25,000	38,285	-13,285	153.14	
<b>Total Capital Outlay</b>	<b>25,000</b>	<b>38,285</b>	<b>-13,285</b>	<b>153.14</b>	
<b>TOTAL EXPENDITURES</b>	<b>192,993</b>	<b>112,293</b>	<b>80,700</b>	<b>58.18</b>	<b>84.78</b>
<b>OTHER</b>					
Transfers Out	-167,000	-97,417	-69,583	58.33	58.33
<b>TOTAL OTHER</b>	<b>-167,000</b>	<b>-97,417</b>	<b>-69,583</b>	<b>58.33</b>	<b>58.33</b>
Net change in fund equity	-39,093	208,020	-247,113		
Fund equity, beginning		192,160			
Fund equity, ending		400,180			
Less invested in capital assets					
Net available fund equity		400,180			

**Econ Devel Auth/EDA**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Property Taxes	90,000	46,622	43,378	51.80	50.85
<b>TOTAL REVENUES</b>	<b>90,000</b>	<b>46,622</b>	<b>43,378</b>	<b>51.80</b>	<b>50.85</b>
<b>EXPENDITURES</b>					
Community Develop Econ Development-EDA	85,880	47,915	37,965	55.79	52.76
Total Community Develop	85,880	47,915	37,965	55.79	52.76
<b>TOTAL EXPENDITURES</b>	<b>85,880</b>	<b>47,915</b>	<b>37,965</b>	<b>55.79</b>	<b>52.76</b>
Net change in fund equity	4,120	-1,293	5,413		
Fund equity, beginning		209,176			
Fund equity, ending		207,883			
Less invested in capital assets					
Net available fund equity		207,883			

**HRA Programs of EDA**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	95,000	49,328	45,672	51.92	50.83
TOTAL REVENUES	95,000	49,328	45,672	51.92	50.83
EXPENDITURES					
Community Develop					
Housing Programs-HRA	85,618	50,478	35,140	58.96	59.27
Total Community Develop	85,618	50,478	35,140	58.96	59.27
TOTAL EXPENDITURES	85,618	50,478	35,140	58.96	59.27
Net change in fund equity	9,382	-1,150	10,532		
Fund equity, beginning		87,943			
Fund equity, ending		86,793			
Less invested in capital assets					
Net available fund equity		86,793			

**Liability Claims**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Interest Earnings	2,200		2,200		
Miscellaneous	30,000	5,242	24,758	17.47	5.50
<b>TOTAL REVENUES</b>	<b>32,200</b>	<b>5,242</b>	<b>26,958</b>	<b>16.28</b>	<b>5.14</b>
<b>EXPENDITURES</b>					
Miscellaneous					
Insurance Claims	32,000	22,434	9,566	70.11	48.47
<b>Total Miscellaneous</b>	<b>32,000</b>	<b>22,434</b>	<b>9,566</b>	<b>70.11</b>	<b>48.47</b>
<b>TOTAL EXPENDITURES</b>	<b>32,000</b>	<b>22,434</b>	<b>9,566</b>	<b>70.11</b>	<b>48.47</b>
Net change in fund equity	200	-17,193	17,393		
Fund equity, beginning		207,885			
Fund equity, ending		190,692			
Less invested in capital assets					
Net available fund equity		190,692			

**Slice SV Event**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Charges for Services	26,500	27,470	-970	103.66	95.97
Miscellaneous	32,000	24,194	7,806	75.61	99.08
<b>TOTAL REVENUES</b>	<b>58,500</b>	<b>51,665</b>	<b>6,835</b>	<b>88.32</b>	<b>97.68</b>
<b>EXPENDITURES</b>					
General Government					
Slice of Shoreview	67,485	57,587	9,898	85.33	82.85
<b>Total General Government</b>	<b>67,485</b>	<b>57,587</b>	<b>9,898</b>	<b>85.33</b>	<b>82.85</b>
<b>TOTAL EXPENDITURES</b>	<b>67,485</b>	<b>57,587</b>	<b>9,898</b>	<b>85.33</b>	<b>82.85</b>
<b>OTHER</b>					
Transfers In	10,000	10,000		100.00	100.00
<b>TOTAL OTHER</b>	<b>10,000</b>	<b>10,000</b>		<b>100.00</b>	<b>100.00</b>
Net change in fund equity	1,015	4,078	-3,063		
Fund equity, beginning		76,351			
Fund equity, ending		80,429			
Less invested in capital assets					
Net available fund equity		80,429			

**Water Fund**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		955	-955		
Intergovernmental	975	973	2	99.77	47.50
Utility Charges	2,818,000	1,202,535	1,615,465	42.67	43.08
Late fees		19,967	-19,967		
Water meters	4,000	4,186	-186	104.65	69.91
Other prop charges	11,000	23,182	-12,182	210.75	59.59
Interest Earnings	38,000	34	37,966	.09	-.15
<b>TOTAL REVENUES</b>	<b>2,871,975</b>	<b>1,251,832</b>	<b>1,620,143</b>	<b>43.59</b>	<b>43.59</b>
<b>EXPENDITURES</b>					
Proprietary					
Water Operations	1,538,027	918,920	619,107	59.75	63.84
<b>Total Proprietary</b>	<b>1,538,027</b>	<b>918,920</b>	<b>619,107</b>	<b>59.75</b>	<b>63.84</b>
<b>TOTAL EXPENDITURES</b>	<b>1,538,027</b>	<b>918,920</b>	<b>619,107</b>	<b>59.75</b>	<b>63.84</b>
<b>OTHER</b>					
Depreciation	-651,000	-379,750	-271,250	58.33	58.33
Transfers Out	-345,000	-345,000		100.00	100.00
GO Revenue Bonds	-142,903	-163,222	20,319	114.22	117.02
<b>TOTAL OTHER</b>	<b>-1,138,903</b>	<b>-887,972</b>	<b>-250,931</b>	<b>77.97</b>	<b>78.33</b>
Net change in fund equity	195,045	-555,060	750,105		
Fund equity, beginning		13,592,659			
Fund equity, ending		13,037,599			
Less invested in capital assets		9,427,325			
Net available fund equity		3,610,274			

**Sewer Fund**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		1,281	-1,281		
Intergovernmental	775	775		99.99	47.53
Charges for Services	1,000	174	826	17.40	14.91
Utility Charges	3,939,000	2,218,235	1,720,765	56.31	56.69
Late fees		35,382	-35,382		
Facility/area chgs	4,000	3,141	860	78.51	64.35
Other prop charges	2,500		2,500		
Interest Earnings	27,000	27	26,973	.10	-.07
<b>TOTAL REVENUES</b>	<b>3,974,275</b>	<b>2,259,014</b>	<b>1,715,262</b>	<b>56.84</b>	<b>57.29</b>
<b>EXPENDITURES</b>					
Proprietary					
Sewer Operations	3,299,094	2,234,329	1,064,765	67.73	70.37
<b>Total Proprietary</b>	<b>3,299,094</b>	<b>2,234,329</b>	<b>1,064,765</b>	<b>67.73</b>	<b>70.37</b>
<b>TOTAL EXPENDITURES</b>	<b>3,299,094</b>	<b>2,234,329</b>	<b>1,064,765</b>	<b>67.73</b>	<b>70.37</b>
<b>OTHER</b>					
Depreciation	-348,000	-203,000	-145,000	58.33	58.33
Transfers Out	-181,000	-181,000		100.00	100.00
GO Revenue Bonds	-52,857	-59,041	6,184	111.70	110.27
<b>TOTAL OTHER</b>	<b>-581,857</b>	<b>-443,041</b>	<b>-138,816</b>	<b>76.14</b>	<b>76.89</b>
Net change in fund equity	93,324	-418,356	511,680		
Fund equity, beginning		7,807,994			
Fund equity, ending		7,389,638			
Less invested in capital assets		4,725,848			
Net available fund equity		2,663,790			

**Surface Water Mgmt**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		289	-289		
Intergovernmental	280	282	-2	100.79	47.42
Utility Charges	1,407,000	808,460	598,540	57.46	57.44
Late fees		11,572	-11,572		
Lake Impr Dist chgs	44,757	27,384	17,373	61.18	39.37
Other prop charges	5,000	5,030	-30	100.60	104.20
Interest Earnings	9,000	10	8,990	.11	
<b>TOTAL REVENUES</b>	<b>1,466,037</b>	<b>853,027</b>	<b>613,010</b>	<b>58.19</b>	<b>57.50</b>
<b>EXPENDITURES</b>					
Proprietary					
Snail Lake Aug.	28,572	6,388	22,184	22.36	30.90
Surface Water Oper	824,564	472,423	352,141	57.29	60.35
<b>Total Proprietary</b>	<b>853,136</b>	<b>478,812</b>	<b>374,324</b>	<b>56.12</b>	<b>59.38</b>
<b>TOTAL EXPENDITURES</b>	<b>853,136</b>	<b>478,812</b>	<b>374,324</b>	<b>56.12</b>	<b>59.38</b>
<b>OTHER</b>					
Depreciation	-266,000	-155,167	-110,833	58.33	58.33
Transfers Out	-152,000	-152,000		100.00	100.00
GO Revenue Bonds	-71,747	-81,793	10,046	114.00	118.63
<b>TOTAL OTHER</b>	<b>-489,747</b>	<b>-388,960</b>	<b>-100,787</b>	<b>79.42</b>	<b>81.55</b>
Net change in fund equity	123,154	-14,744	137,898		
Fund equity, beginning		8,387,421			
Fund equity, ending		8,372,677			
Less invested in capital assets		6,135,855			
Net available fund equity		2,236,822			

**Street Light Utility**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Special Assessments		133	-133		
Utility Charges	513,000	296,993	216,007	57.89	57.25
Late fees		4,588	-4,588		
Interest Earnings	2,500		2,500		
Miscellaneous	500		500		
<b>TOTAL REVENUES</b>	<b>516,000</b>	<b>301,714</b>	<b>214,286</b>	<b>58.47</b>	<b>57.91</b>
<b>EXPENDITURES</b>					
Proprietary					
Street lighting	271,742	146,117	125,625	53.77	56.16
<b>Total Proprietary</b>	<b>271,742</b>	<b>146,117</b>	<b>125,625</b>	<b>53.77</b>	<b>56.16</b>
Capital Outlay					
Street lighting		46,584	-46,584		
<b>Total Capital Outlay</b>		<b>46,584</b>	<b>-46,584</b>		
Capital Outlay					
Capital Projects		2,565	-2,565		
<b>Total Capital Outlay</b>		<b>2,565</b>	<b>-2,565</b>		
<b>TOTAL EXPENDITURES</b>	<b>271,742</b>	<b>195,266</b>	<b>76,476</b>	<b>71.86</b>	<b>75.09</b>
<b>OTHER</b>					
Depreciation	-66,000	-38,500	-27,500	58.33	58.33
Transfers Out	-22,400	-22,400		100.00	100.00
<b>TOTAL OTHER</b>	<b>-88,400</b>	<b>-60,900</b>	<b>-27,500</b>	<b>68.89</b>	<b>69.18</b>
Net change in fund equity	155,858	45,548	110,310		
Fund equity, beginning		1,363,118			
Fund equity, ending		1,408,666			
Less invested in capital assets		432,561			
Net available fund equity		976,105			

**Central Garage Fund**  
For Year 2015 Through The Month Of July

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
<b>REVENUES</b>					
Property Taxes	208,000	107,910	100,090	51.88	50.88
Intergovernmental	6,410	6,413	-3	100.05	47.32
Cent Garage chgs	1,256,090	1,254,539	1,551	99.88	99.77
Interest Earnings	10,500	170	10,330	1.62	
<b>TOTAL REVENUES</b>	<b>1,481,000</b>	<b>1,369,032</b>	<b>111,968</b>	<b>92.44</b>	<b>90.36</b>
<b>EXPENDITURES</b>					
Proprietary					
Central Garage Oper	621,453	294,130	327,323	47.33	58.42
<b>Total Proprietary</b>	<b>621,453</b>	<b>294,130</b>	<b>327,323</b>	<b>47.33</b>	<b>58.42</b>
Capital Outlay					
Central Garage Oper		146,617	-146,617		
<b>Total Capital Outlay</b>		<b>146,617</b>	<b>-146,617</b>		
<b>TOTAL EXPENDITURES</b>	<b>621,453</b>	<b>440,747</b>	<b>180,706</b>	<b>70.92</b>	<b>120.78</b>
<b>OTHER</b>					
Sale of Asset		11,537	-11,537		183.29
Transfers In	119,400	119,400		100.00	100.00
Depreciation	-660,000	-385,000	-275,000	58.33	58.33
Transfers Out	-14,000		-14,000		
GO CIP Bonds	-202,411	-202,193	-218	99.89	100.91
<b>TOTAL OTHER</b>	<b>-757,011</b>	<b>-456,255</b>	<b>-300,756</b>	<b>60.27</b>	<b>60.38</b>
Net change in fund equity	102,536	472,030	-369,494		
Fund equity, beginning		4,314,764			
Fund equity, ending		4,786,794			
Less invested in capital assets		3,228,575			
Net available fund equity		1,558,219			

INVESTMENT SCHEDULE BY SECURITY TYPE  
AS OF 07-31-15

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
CERTIFICATE DEPOSIT							
<hr/>							
1,140	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.150000
1,155	Morgan Stanley Smith Barney LLC	CD	1,461	05-16-12	05-16-16	98,000.00	1.250000
1,154	Morgan Stanley Smith Barney LLC	CD	1,645	05-16-12	11-16-16	248,000.00	1.300000
1,216	Morgan Stanley Smith Barney LLC	CD	732	01-22-15	01-23-17	248,000.00	.850000
1,220	Morgan Stanley Smith Barney LLC	CD	731	03-13-15	03-13-17	248,000.00	.850000
1,210	Morgan Stanley Smith Barney LLC	CD	821	12-30-14	03-30-17	248,000.00	1.000000
1,211	Morgan Stanley Smith Barney LLC	CD	913	12-30-14	06-30-17	248,000.00	1.100000
1,172	Morgan Stanley Smith Barney LLC	CD	1,826	07-26-12	07-26-17	247,000.00	1.700000
1,218	Morgan Stanley Smith Barney LLC	CD	1,097	02-11-15	02-12-18	150,000.00	1.200000
1,198	Dain Rauscher Investment Services	CD	1,826	04-11-13	04-11-18	247,000.00	1.259800
1,199	Dain Rauscher Investment Services	CD	1,826	04-24-13	04-24-18	248,000.00	1.000000
1,183	Dain Rauscher Investment Services	CD	2,191	09-27-12	09-27-18	249,000.00	1.308400
1,214	Morgan Stanley Smith Barney LLC	CD	1,461	12-31-14	12-31-18	247,000.00	1.900000
1,212	Morgan Stanley Smith Barney LLC	CD	1,801	12-30-14	12-05-19	247,000.00	2.230500
1,213	Morgan Stanley Smith Barney LLC	CD	1,801	12-30-14	12-10-19	247,000.00	2.173800
1,168	Dain Rauscher Investment Services	CD	3,652	07-25-12	07-25-2022	249,000.00	2.425000
1,181	Dain Rauscher Investment Services	CD	3,652	09-12-12	09-12-2022	249,000.00	2.325400
1,189	Dain Rauscher Investment Services	CD	3,652	12-07-12	12-07-2022	249,000.00	2.075100
1,167	Dain Rauscher Investment Services	CD	5,478	07-19-12	07-19-2027	238,000.00	3.416200
1,174	Dain Rauscher Investment Services	CD	5,477	07-31-12	07-30-2027	246,000.00	3.183400
Total Number Of Investments: 20						4,699,000.00	

FEDERAL HOME LN BK

1,217	Dain Rauscher Investment Services	FH	1,095	01-30-15	01-29-18	651,599.00	1.333300
1,203	Wells Fargo Brokerage Services	FH	1,734	06-19-13	03-19-18	500,000.00	.999900
1,221	Dain Rauscher Investment Services	FH	1,827	07-22-15	07-22-2020	400,000.00	6.043400
1,171	Morgan Stanley Smith Barney LLC	FH	3,652	07-26-12	07-26-2022	600,000.00	2.761000
1,184	Morgan Stanley Smith Barney LLC	FH	3,652	09-28-12	09-28-2022	500,000.00	2.273700
1,215	Dain Rauscher Investment Services	FH	31,93	12-30-14	12-30-2022	500,000.00	3.122900
1,204	Dain Rauscher Investment Services	FH	5,448	06-21-13	05-15-2028	483,125.00	3.806300
Total Number Of Investments: 7						3,634,724.00	

FEDERAL NATL MTG

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

INVESTMENT SCHEDULE BY SECURITY TYPE  
AS OF 07-31-15

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
1,200	Dain Rauscher Investment Services	FN	5,479	04-25-13	04-25-2028	1,000,000.00	3.497400
1,157	Dain Rauscher Investment Services	FN	7,305	06-21-12	06-21-2032	500,000.00	4.247100
Total Number Of Investments: 5						3,682,347.00	

FED HM MORTG POOL

1,179	Wells Fargo Brokerage Services	HP	2,556	08-22-12	08-22-19	500,000.00	1.399400
1,180	Wells Fargo Bank MN, NA	HP	2,556	08-22-12	08-22-19	460,000.00	1.399400
1,219	Dain Rauscher Investment Services	HP	30,83	02-27-15	02-27-2020	500,000.00	2.748500
Total Number Of Investments: 3						1,460,000.00	

TAX EXMPT MNCPL BOND

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

TAXABLE MUNCPL BONDS

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

INVESTMENT SCHEDULE BY SECURITY TYPE  
AS OF 07-31-15

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
						16,721,776.20	
						10,526,526.16	
						420,377.69	
						185,562.37	
						2,760.56	
						52,872.01	
						27,909,874.99	
						27,909,874.99	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER  
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR  
DATE: AUGUST 17, 2015  
SUBJ: PUBLIC WORKS MONTHLY REPORT

### **2015 STREET SEAL COATING**

The city has historically performed seal coating to extend the life of the asphalt surface of city streets; the current budget levels in the Public Works Department allow for this work to be performed on a 7-year cycle. In order for seal coating to be a useful, cost-effective pavement maintenance strategy, the asphalt areas need to be prepared in advance. A significant portion of the summer work program of the Street Division is dedicated to crack filling and asphalt patching the areas designated for the following year's seal coating program. Prior to 1990, the City attempted to perform both the preparation and seal coating with its own equipment and personnel, and the results often varied considerably given weather, variations in materials and effectiveness of communications with the public. Since that time, the City has focused its in-house resources on the pavement preparation, and contracted for the actual seal coating. Given the advances in the technology (and cost) of the specialized equipment (oil distributor, chip spreaders, etc) this has proven to be the most effective way to get the work done. The state of the art concerning seal coating has changed dramatically since 1990's as well, and the work is being done in a dramatically more refined way these days with much more consistent results. This is primarily a result of a collaborative road research effort since 1995 between MnDOT and the Minnesota Local Road Research Board, and the resulting "Minnesota" design and construction guidelines for seal coating are now considered a template for other states/markets.



This year seal coating activities included streets in the northwest portion of the City.

### **Environmental Services**

Shoreview was awarded \$54,000 to fund a water consumption and groundwater awareness project from the Minnesota Environment and Natural Resources Trust Fund (ENRTF) recently by the Legislative-Citizen Commission on Minnesota Resources (LCCMR). Our proposal was one of 152 proposals

requesting a total of approximately \$126.3 million – yet only 65 projects were ultimately selected totaling \$45.8 million in available funds. These projects help maintain and enhance Minnesota's environment and natural resources. The ENRTF is made up of approximately 6 cents of every dollar spent on lottery games in Minnesota. Shoreview is one of two cities that were selected for a grant award.

Our proposed project is an effort to gauge the effectiveness of real time reporting of water consumption to water customers. By the time a typical customer sees the impact of their water use, as much as 3 months has passed and it is difficult to correlate their water use choices to their billing statement. The majority of our project funds (\$50,000) will be used to purchase devices needed to show 400 households their water use in real time. It syncs up with the water meters the City installed several years ago. Residents can place the device on their countertops or in the laundry room. Overall we may be able to gauge if knowing the quantity of water a household uses will make a difference in their water conservation efforts. The Legislature approved the funding on this project during the last session and staff is preparing to get this project initiated. The City Council will be asked to authorize the grant agreement for this project at the upcoming meeting.

Shoreview's popular Emerald Ash Borer (EAB) Injection Program is now available to both public and private properties to preserve their significant ash trees. The City charges the cost of the chemical to the resident for this service. The injection program is in full swing with about 131 trees treated on private property and 43 trees treated on public property (city parks) so far in 2015.

Forestry inspections continue for diseased trees throughout the City - oak wilt reports are increasing as it is mid-summer when the wilting symptoms become most visible. Staff works with property owners and neighboring properties to minimize the spread.

The City was invited to be one of four cities in the Minnesota Pollution Control Agency's (MPCA) Green Step 4 Pilot Program. The Minnesota Green Step Cities Program is developing a new level of participation for Minnesota cities, Step 4—Metrics. Its intent is to provide guidance and recognition for those cities that are maintaining their Step 3 level of participation in the program and want to progress to the next stage of achieving their sustainability and quality-of-life goals, and mitigating and adapting to our changing climate. Last year Shoreview attained the Level 3, the highest level possible in the program to date.

The Environmental Quality Committee is currently reviewing the Green Community Award applications and should be announcing the winners in the upcoming month.

## **MAINTENANCE ACTIVITIES**

Street crews have finished working with the DOC on the trail seal coating. They have also been repairing failing catch basins. The crews are waiting for the concrete contractor to replace the curb that was removed during the repairs and will have the bituminous replaced as soon as possible. They have also been removing lots of branches that have over grown the bike trails. They are sweeping as time and the weather permits. Throughout the growing season maintenance strips along trails and sidewalks are mowed and city maintained boulevards are mowed and trimmed as needed.

Utility crews continue to inspect wells and lift stations daily, and routine maintenance and repairs are made as scheduled or needed. Water samples are collected and analyzed or sent in as required by the

Department of Health. Crews responded to more than 570 location requests. They mark city utilities within proposed excavation areas.

The Utility crews are working on the regularly scheduled jetting/cleaning of about one-third of the sanitary sewer system. Crews are exercising gate valves, repairing curb stops and hydrants and replacing manhole covers in the meter shed zones that have generated excessive flow due to inflow and infiltration.

Due to the weather, water demand has been relatively low all year. For July and August the daily average is approximately 3.9 million gallons a day, with our high day for the month of 5.2 million gallons. This tracks with water consumption trends State-wide as the drought conditions have abated.

Department of Corrections crew continues to clean the Maintenance Facility twice a week. The crew has spent the last couple weeks removing storm damaged trees from City Outlots and removing branches from trails. The rest of their time was spent working with the Parks Department on maintaining grounds, public planting areas and medians.

### **Public Works Staff Reaches Out Internationally**

Staff met with the Mayor of Zolotonosha, Ukraine on August 5<sup>th</sup> along with representatives from the Union Gospel Mission. The Gospel Mission is setting up a camp outside of Zolotonosha and the Mayor was in the Twin Cities area as part of a leadership meeting. Zolotonosha is a City with a population of approximately 30,000 residents and the Mayor, Vitaly Wojciechowski, was interested in meeting with Cities of similar size in the Twin Cities area to discuss recycling, solid waste collection, and water treatment. They just started the collection of recyclables and Vitaly had questions concerning education of residents, how Shoreview handles the disposal of yard and tree waste, and how the City handles solid waste collection. Zolotonosha has a ground water supply that contains iron and manganese similar to the ground water supply for Shoreview and was very interested in the water treatment plant project. He toured the City's booster station, well house, and water treatment plant site. It was a very interesting meeting. The Mayor did not speak English, so all communication was through an interpreter. He was very appreciative of the information and found it very helpful.

### **Project Updates**

**Hanson/Oakridge Neighborhood Reconstruction – Project 14-01** – All major items are complete, the contractor is currently finishing up punch list items.

**Water Treatment Plant – Project 14-02** – The contractor has completed the concrete floors for the underground storage tanks and will complete the walls in the next week or two. The contractor is planning to have all the underground construction completed by September.

**Trail Extension and Rehabilitation – Project 14-05** – The project is complete and the final payment will be presented to the Council at their August 17<sup>th</sup> meeting.

**Autumn Meadows Development – Project 14-06** – New home construction continues in the development and 21 of the 25 lots have either completed homes or homes under construction. The final wear course of asphalt is expected to be installed in the next few weeks. Once that is complete a

resolution will be presented to Council to accept the public infrastructure that was installed as part of the development.

**Highway 96 Lift Station – Project 14-07** – All of the work is completed and staff is working with the contractor to close out the project.

**Turtle Lane Neighborhood & Schifsky Road Reconstruction – Project 15-01** – All of the utility work has been completed on Schifsky Road and the concrete curb and gutter installed. The new LED street lights have also been installed. They should be connected to power by XCEL in about two weeks. The base layer of asphalt is scheduled to be installed the week of August 17<sup>th</sup>. Once the asphalt is installed restoration of the disturbed areas will begin. The asphalt has been removed from the Turtle Lane Neighborhood and the installation of the underground utilities is scheduled to begin the week of August 17<sup>th</sup>.

**2015 Street Light Replacements – Project 15-04** – The contractor has started the installation of the street lights. Victoria Street should have the new poles and fixtures up the week of August 17<sup>th</sup>. Larson Road and Kevin Lane should be close behind. Restoration and seeding should be done shortly after poles are in.

**2015 Street Seal Coat – Project 15-05** – The street seal coating was completed August 12<sup>th</sup> and 13<sup>th</sup> by Pearson Brothers. Initial sweeping should begin August 17<sup>th</sup> and take about a week. They will come back in 3-4 weeks to make a final sweeping.

**Lexington Avenue & County Road F Water Main Replacement – Project 15-06** – All major items are complete, the contractor is currently finishing up punch list items.

**Grand Avenue Reconstruction & Extension – Project 16-02** – An informational meeting for the residents adjacent to Grand Avenue is scheduled for August 18<sup>th</sup>. Staff will present an overview of the feasibility process, what to expect during construction, and preliminary assessment information.

REGULAR COUNCIL MEETING

August 17, 2015

t/monthly/monthlyreport2015

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: AUGUST 12, 2015**

**SUBJECT: PARKS AND RECREATION MONTHLY REPORT**

**DEPARTMENT ACTIVITY**

During the past month, the Parks and Recreation Department has been promoting a new Shoreview Walking Club program that will be started this fall. This program, designed to be part of a larger Community Health Initiative, was promoted at the Slice of Shoreview and in the most recent ShoreViews newsletter. Nearly 40 people attended an initial kick-off meeting that was held this week. The program's goal is to have several walking groups form that will hold weekly walks at various locations throughout the City. The first planned walks that will be led by the staff, will be from the Community Center on August 25 and 27.

The Shoreview Area Pickleball Club continues to grow and now has more than 260 members, almost double the number from last year. The Pickleball Club keeps the six courts at Bobby Theisen Park busy every weekday morning from 8 am-11 am and on Tuesday, Thursday and Sunday evenings from 6 pm – 8 pm. In addition, there are four additional pickleball courts that are used on Wednesday and Friday mornings at Commons Park for beginning social level players.

The Community Center and recreation Program software will be updated next month. This upgrade will be a web-based program and provide important internal functionality and improved management capabilities. Staff will begin training on the system in August and hopes to be fully transitioned to the new system in October.

The Concert in the Commons Music series continues to be very popular. Attendance was strong with concerts consistently averaging between 250 and 400 people each week. The outstanding musical line up and perfect weather on most Wednesday evenings helped keep attendance strong this year. The Church of Cash, a new band this year, attracted a large crowd with their Johnny Cash tribute.

**COMMUNITY CENTER**

The Community Center always has a lot of activity during July. This summer was similar to past years with the facility providing spaces for all day child care, corporate rentals, recreation programs, special events, and receptions. Marketing efforts in July focused on daily passes which may have attributed for the slight increase in daily visitors. A promotional BOGO, buy

one daily pass and get one daily pass free, was featured in the Shoreview Bulletin during the Slice of Shoreview event and a "family pass special" was featured in a Living Social promotion. There were 50 Living Social coupons redeemed during the month of July.

The Waterpark has been well used with 35 morning swim lessons, 77 evening swim lessons and 59 weekend swim lessons. Exclusive lap swim hours during the week are 5:00 a.m.-8:30 a.m. with an average of 25 swimmers. Staff has tried to keep one or two lap lanes available while the Waterpark is open in late afternoons to accommodate members that use the pool for their fitness routine. There has been an average of 5 pool groups per week during July in addition to a large number of daily visitors. The Summer Discovery child care program uses the pool after groups leave between 3 p.m. and 4 p.m. as part of their daily activities.

The chemical controllers for both the main pool and whirlpool were replaced this past month due to continuing maintenance issues. The UV system for the main pool was not working properly and needed to be repaired. Neuman Pools, which is located in Wisconsin, was able to repair the system. This company works on many of the larger water parks including several in the Wisconsin Dells area. They have recommended replacing the UV filtration system in the next few years with a sealed cabinet system.

Rentals in the banquet rooms during July have increased 30%. There were 6 receptions and 8 other events held on weekends. There were also a few corporate rentals in the Shoreview Room including Allina Health, Metro ECSU, and MnDOT. The Shoreview Room will have the AV equipment replaced in September which will hopefully help attract more corporate rentals. The meeting rooms were well used in the evenings with association meetings and on weekends with many private birthday parties. The birthday party web page was changed to provide a better explanation of different party packages that are available. Customers have provided feedback that this page is much more user friendly. With the installation of the new software next month, our goal is to allow some on-line birthday party rentals.

Typically the fitness center is not as active during the month of July. Our treadmills remain the most popular piece of cardio equipment. The two older A.M.T cross trainers will be replaced with a Cybex ARC Trainer. The ARC trainer was a demonstration piece of this equipment and it was very well received by members who tried it during the demo period.

The Group Fitness classes were well attended with over 1000 registered participants. The children's fitness classes continue to grow in popularity. There was an average of 12 children participating in these classes. Some of the newer classes that are being offered are children's yoga and multi generational yoga. Some new cycling classes have been offered including boot camp cycle and themed cycle classes.

### **RECREATION PROGRAMS**

Summer programs are concluding and staff is preparing for the start of fall activities. Fall registration began at the end of July. The annual Adventure Quest Carnival was held on July 17<sup>th</sup>

in the gymnasium. The registration format was changed this year allowing participants to purchase a \$3.00 pass to play unlimited carnival games. Although the revenue increased substantially, there was a decrease in participants this year. Over 250 children enjoyed a myriad of games including the popular Fish Pond, Race Track, Bean Bag Toss, and Face Painting.

The Puppet Wagon concluded its season on July 27<sup>th</sup>. A total of 11 performances were held at various parks within the city. Each week, the puppeteers performed either one 30 minute show or two 15 minute shows. There were more than 600 people who enjoyed the puppet shows this summer.

The Farmers' Market is continuing its successful season offering a wide variety of produce. There are nearly 40 vendors at the market this year. There are typically more than 800 customers each week that frequent the market and more than 1000 guests during special event days. On July 7<sup>th</sup> the red, white and blueberries days was popular with staff distributing nearly 1000 cups of strawberries, blueberries and whipped cream. Live music was provided by Gabriel Komjathy on July 7<sup>th</sup> and 21<sup>st</sup>. He specializes in children's music adding interactive acoustic guitar.

Staff is preparing for the upcoming fall recreation programs and events. The Fall Soccer League is one of the more popular annual youth sports leagues. Children in grades K-5 learn the fundamentals of soccer through practices and games against teams from other cities. The kindergarten and first grade levels encompass more than half of the program participants. At the moment, Shoreview has 340 participants and 40 volunteer coaches. The League is run in collaboration with the cities of Roseville, Fridley, Arden Hills, Mounds View and New Brighton.

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

The City's popular Tennis Lesson Program is designed for youth and adults to learn tennis fundamentals. There were nearly 120 participants enrolled in group lessons and another 11 participants enrolled in private lessons.

A Flag Football League was implemented last fall season. This program is designed for children in grades K-5. They were taught the fundamentals of football in a non-contact environment. This was very popular last year. This upcoming season staff has joined the NFL Flag Football Program. This offers reversible NFL Team jerseys which have been very popular in other communities. Currently, Shoreview has more than 50 participants and 8 volunteer coaches. The league is run in collaboration with Arden Hills, Mounds View and New Brighton.

## PARKS MAINTENANCE

It was another busy month for the parks maintenance crew. Now that summer leagues are over, we are gearing up for both youth and adult fall league games to begin. The end of July saw tournaments at Rice Creek Fields on three consecutive weekends, with the last being the U16 National tournament held on the same weekend as the Slice of Shoreview.

The crew continues to mow and paint lines on two full-sized soccer fields, ten modified-sized soccer fields and two modified-size football fields. The lacrosse field at McCullough Park has been closed for the rest of the year for repair and maintenance. There are two very large areas where the turf is gone. We aerate, top dress and re-seed those areas, trying to keep people off until spring. The crew continues to work on baseball and softball fields. There are repairs in progress at Bucher and Sitzer Parks. The crew is reshaping the pitchers' mounds and replacing sod around them as well. As it stands right now, Rice Creek Fields is the only park with a youth fall league on it. Commons and Shamrock Parks have the adult softball leagues on them.

The crew continues to mow all turf areas at least once a week, with athletic surfaces getting mowed twice a week. The crew recently pulled weeds at Sitzer Park and added new mulch to all the planting beds at the park. The DOC crew pulled weeds and added mulch to all the beds at Bucher and Wilson Parks. The DOC crew spread wood chips on the path around the pond at Commons. They trimmed back trees and shrubs in the process. They also removed three dead pine trees at the Community Center. The crew spent several days cleaning up storm damage at Bucher Park, Commons Park, Highway 96, McCullough Park, and Wilson Park.

The crew also removed several pine trees along the tennis courts at McCullough Park. The pine trees were so close to the tennis courts that they were dropping pinecones and needles on the courts. Since the courts were recently repaired and resurfaced, parks maintenance staff felt it was important to maintain the courts in the best possible manner. We were getting so many complaints about the pine needles that crews needed to clean off the courts sometimes twice a week. Since the removal of a few of the pine trees, the tennis players have commented on how nice it is that the courts are repaired and clean. Repairs to the irrigation systems at Commons, Rice Creek Fields and Highway 96 were completed this past month.

Repairs were made to the scoreboards at Rice Creek Fields. Outside building lights and parking lot lights have been repaired at Community Center, Bucher and Wilson Parks. The last playground inspection repairs have been made. We have ordered engineered wood fiber for all the playgrounds. Once it comes in, all the playground surfaces will be touched up. The DOC crew pulled weeds in the playground at McCullough Park.

The crew continues to pick up trash on a daily basis at the Community Center, the Library and the Parks. The trash receptacles are dumped twice a week now that summer activity is winding down. The restrooms at the pavilion are cleaned on a daily basis, and sometimes twice a day with Summer Discovery using the building. We have added an air conditioning unit to that

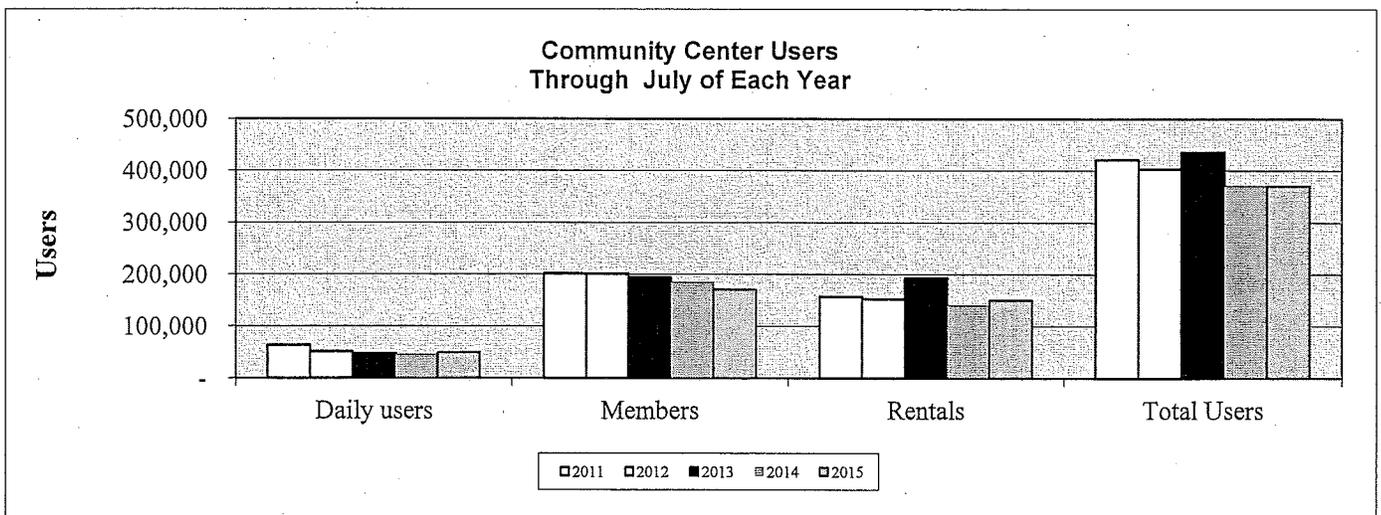
building to help with rentals and Summer Discovery use. The restrooms at Rice Creek Fields will be cleaned before each use on weekends.

### **COMMUNITY CENTER MAINTENANCE**

The custodial crew worked hard to keep the building on its cleaning schedule this past month. The crew cleaned carpeting throughout the building. The carpeting in hallways by the Community Room kitchen and the meeting rooms were cleaned twice this past month. The Shoreview Room, the Park & Recreation lobby, fitness locker rooms and the Sales Office all had the carpet cleaned. Work orders for repairs are still increasing. We are at least 200 work orders ahead of last year's record pace.

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

	2011	2012	2013	2014	2015
<b>Number of Users:</b>					
Daily users	63,210	50,754	47,547	45,235	48,820
Members	201,515	200,303	194,705	184,730	171,138
Rentals	156,595	152,359	193,406	140,854	150,575
<b>Total Users</b>	<b>421,320</b>	<b>403,416</b>	<b>435,658</b>	<b>370,819</b>	<b>370,533</b>
<b>Revenue:</b>					
Admissions	\$ 398,331	\$ 373,662	\$ 399,345	\$ 403,456	\$ 423,825
Memberships-annual	499,518	517,029	526,825	540,940	500,271
Memberships-seasonal	62,486	62,346	59,066	65,143	60,572
Room rentals	153,130	149,608	182,294	182,479	198,066
Wave Café	129,704	118,455	136,118	140,830	139,190
Commissions	5,618	7,405	5,460	5,681	3,994
Locker/vending/video	17,639	13,116	13,507	12,315	10,921
Merchandise	9,176	9,485	10,055	8,210	8,866
Other miscellaneous	933	233	(80)	202	1,792
Building charge	97,000	100,000	101,687	100,000	103,000
Transfers in	173,250	175,000	182,000	197,750	213,500
<b>Total Revenue</b>	<b>1,546,785</b>	<b>1,526,339</b>	<b>1,616,277</b>	<b>1,657,006</b>	<b>1,663,997</b>
<b>Expenditures:</b>					
Personal services	757,779	789,174	820,731	808,403	837,149
Supplies	249,291	254,933	281,661	278,007	284,018
Contractual	299,684	320,329	332,498	285,045	325,051
Other	-	5,727	-	-	-
<b>Total Expenditures</b>	<b>1,306,754</b>	<b>1,370,163</b>	<b>1,434,890</b>	<b>1,371,455</b>	<b>1,446,218</b>
<b>Rev less Exp Year-to-date</b>	<b>\$ 240,031</b>	<b>\$ 156,176</b>	<b>\$ 181,387</b>	<b>\$ 285,551</b>	<b>\$ 217,779</b>



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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Number of Users:</b>													
Daily users	7,974	7,000	10,931	7,185	5,072	4,871	4,514	4,366	2,652	4,319	5,986	5,703	70,573
Members	32,422	28,240	31,139	29,472	25,068	23,723	24,641	22,833	20,314	23,469	25,962	26,112	313,395
Rentals	14,163	13,945	18,510	17,220	18,024	56,444	55,100	52,526	21,071	17,579	15,574	14,768	314,924
<b>Total Users</b>	<b>54,559</b>	<b>49,185</b>	<b>60,580</b>	<b>53,877</b>	<b>48,164</b>	<b>85,038</b>	<b>84,255</b>	<b>79,725</b>	<b>44,037</b>	<b>45,367</b>	<b>47,522</b>	<b>46,583</b>	<b>698,892</b>
<b>Revenue:</b>													
Admissions	\$ 50,299	\$ 47,292	\$ 88,714	\$ 54,738	\$ 33,185	\$ 45,769	\$ 43,304	\$ 38,274	\$ 16,516	\$ 28,873	\$ 36,362	\$ 40,843	\$ 524,169
Indoor playground	6,216	6,569	8,744	5,824	3,480	2,899	2,312	2,293	2,074	4,695	6,268	5,289	56,663
Memberships	124,779	85,193	94,796	77,552	67,021	68,231	68,319	76,179	77,643	83,624	112,181	169,305	1,104,823
Room rentals	27,440	26,030	29,824	25,609	27,653	28,573	17,165	27,022	22,878	21,760	21,612	27,645	303,211
Wave Café	20,972	18,003	31,703	19,174	14,800	16,404	15,062	17,706	10,252	14,741	15,558	16,485	210,860
Commissions	-	426	456	793	617	-	3,168	1,347	1,848	3,074	144	152	12,025
Locker/vending/video	(4)	3,139	1,364	1,973	2,664	2,655	1,716	1,819	1,546	1,743	1,490	4,093	24,198
Merchandise	1,331	1,014	1,807	1,794	1,183	1,614	1,312	1,214	574	724	811	627	14,005
Other miscellaneous	(73)	(20)	(228)	153	50	19	19	42	7	12	-	14,278	14,259
Building charge	-	-	-	-	-	101,687	-	-	-	-	-	-	101,687
Interest	-	-	-	-	-	-	-	-	-	-	-	(42,835)	(42,835)
Transfers in	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	312,000
<b>Total Revenue</b>	<b>256,960</b>	<b>213,646</b>	<b>283,180</b>	<b>213,610</b>	<b>176,653</b>	<b>293,851</b>	<b>178,377</b>	<b>191,896</b>	<b>159,338</b>	<b>185,246</b>	<b>220,426</b>	<b>261,882</b>	<b>2,635,065</b>
<b>Expenditures:</b>													
Personal services	82,812	114,612	117,601	109,051	163,800	118,822	114,033	118,407	111,010	108,598	164,022	150,736	1,473,504
Supplies	16,571	51,430	46,426	62,354	39,856	33,562	31,462	39,800	32,616	23,906	32,826	67,635	478,444
Contractual	5,989	49,989	34,133	65,882	62,010	51,251	63,244	71,565	48,713	61,496	43,524	66,349	624,145
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>105,372</b>	<b>216,031</b>	<b>198,160</b>	<b>237,287</b>	<b>265,666</b>	<b>203,635</b>	<b>208,739</b>	<b>229,772</b>	<b>192,339</b>	<b>194,000</b>	<b>240,372</b>	<b>284,720</b>	<b>2,576,093</b>
<b>Rev less Exp (monthly)</b>	<b>\$ 151,588</b>	<b>\$ (2,385)</b>	<b>\$ 85,020</b>	<b>\$ (23,677)</b>	<b>\$ (89,013)</b>	<b>\$ 90,216</b>	<b>\$ (30,362)</b>	<b>\$ (37,876)</b>	<b>\$ (33,001)</b>	<b>\$ (8,754)</b>	<b>\$ (19,946)</b>	<b>\$ (22,838)</b>	<b>\$ 58,972</b>
<b>Rev less Exp (Ytd)</b>	<b>\$ 151,588</b>	<b>\$ 149,203</b>	<b>\$ 234,223</b>	<b>\$ 210,546</b>	<b>\$ 121,533</b>	<b>\$ 211,749</b>	<b>\$ 181,387</b>	<b>\$ 143,511</b>	<b>\$ 110,510</b>	<b>\$ 101,756</b>	<b>\$ 81,810</b>	<b>\$ 58,972</b>	<b>\$ 58,972</b>

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Number of Users:</b>													
Daily users	8,204	6,661	10,413	5,480	4,230	5,389	4,858	5,232	2,251	4,010	6,320	6,651	69,699
Members	31,509	27,103	29,692	26,463	22,454	23,645	23,864	22,155	18,845	21,735	24,257	26,013	297,735
Rentals	9,996	7,882	9,500	11,995	17,617	43,616	40,248	42,655	9,917	11,853	10,983	9,476	225,738
<b>Total Users</b>	<b>49,709</b>	<b>41,646</b>	<b>49,605</b>	<b>43,938</b>	<b>44,301</b>	<b>72,650</b>	<b>68,970</b>	<b>70,042</b>	<b>31,013</b>	<b>37,598</b>	<b>41,560</b>	<b>42,140</b>	<b>593,172</b>
<b>Revenue:</b>													
Admissions	\$ 58,989	\$ 49,221	\$ 88,178	\$ 40,092	\$ 31,934	\$ 51,666	\$ 47,411	\$ 44,773	\$ 15,288	\$ 25,596	\$ 41,447	\$ 46,543	\$ 541,138
Indoor playground	8,013	5,807	8,607	5,131	2,057	3,568	2,782	3,251	2,042	3,054	6,160	5,177	55,649
Memberships	139,300	83,683	101,639	73,674	68,059	71,484	68,244	73,477	74,023	88,292	108,899	168,388	1,119,162
Room rentals	26,034	20,287	32,717	29,119	27,176	25,290	21,856	19,529	28,629	27,221	20,320	29,456	307,634
Wave Café	24,419	21,030	30,955	18,308	13,815	17,321	14,982	15,534	11,784	14,877	15,617	18,391	217,033
Commissions	-	73	53	1,579	1,193	1,050	1,733	802	3,417	2,394	1,065	243	13,602
Locker/vending/video	3	2,795	2,811	1,444	1,785	1,873	1,604	1,348	1,099	1,641	1,796	3,843	22,042
Merchandise	982	1,069	1,108	1,110	937	1,536	1,468	1,094	396	656	622	713	11,691
Other miscellaneous	(42)	(95)	(43)	29	1	296	56	42	18	21	366	12,697	13,346
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	13,615	113,615
Interest	-	-	-	-	-	-	-	-	-	-	-	65,924	65,924
Transfers in	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	28,250	339,000
<b>Total Revenue</b>	<b>285,948</b>	<b>212,120</b>	<b>294,275</b>	<b>198,736</b>	<b>175,207</b>	<b>302,334</b>	<b>188,386</b>	<b>188,100</b>	<b>164,946</b>	<b>192,002</b>	<b>224,542</b>	<b>393,240</b>	<b>2,819,836</b>
<b>Expenditures:</b>													
Personal services	80,502	113,805	109,267	111,237	164,246	116,446	112,900	123,504	111,300	158,776	113,176	160,824	1,475,983
Supplies	15,848	52,201	51,609	58,274	24,061	37,144	38,870	61,592	26,314	56,206	29,329	76,904	528,352
Contractual	8,229	39,893	48,847	45,114	28,652	81,027	33,283	79,182	73,306	76,445	49,392	107,123	670,493
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>104,579</b>	<b>205,899</b>	<b>209,723</b>	<b>214,625</b>	<b>216,959</b>	<b>234,617</b>	<b>185,053</b>	<b>264,278</b>	<b>210,920</b>	<b>291,427</b>	<b>191,897</b>	<b>344,851</b>	<b>2,674,828</b>
<b>Rev less Exp (monthly)</b>	<b>\$ 181,369</b>	<b>\$ 6,221</b>	<b>\$ 84,552</b>	<b>\$ (15,889)</b>	<b>\$ (41,752)</b>	<b>\$ 67,717</b>	<b>\$ 3,333</b>	<b>\$ (76,178)</b>	<b>\$ (45,974)</b>	<b>\$ (99,425)</b>	<b>\$ 32,645</b>	<b>\$ 48,389</b>	<b>\$ 145,008</b>
<b>Rev less Exp (ytd)</b>	<b>\$ 181,369</b>	<b>\$ 187,590</b>	<b>\$ 272,142</b>	<b>\$ 256,253</b>	<b>\$ 214,501</b>	<b>\$ 282,218</b>	<b>\$ 285,551</b>	<b>\$ 209,373</b>	<b>\$ 163,399</b>	<b>\$ 63,974</b>	<b>\$ 96,619</b>	<b>\$ 145,008</b>	



## MOTION SHEET

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

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

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

Date	Description	
08/03/15	Accounts payable	\$31,838.52
08/06/15	Accounts payable	\$991,815.57
08/10/15	Accounts payable	\$82,067.85
08/12/15	Accounts payable	\$42,021.14
08/17/15	Accounts payable	\$300,353.79
<b>Sub-total Accounts Payable</b>		
08/07/15	Payroll 128299 to 128358 973523 to 973768	\$199,912.51
<b>Sub-total Payroll</b>		
<b>TOTAL</b>		<b>\$ 1,648,009.38</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Springhorn		
Martin		

08/17/15

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SUMMIT DESIGN BUILD	EROS/GRADE/LANDS/ST 3335 EMMERT RES15-54	101	22030				-\$2,000.00	
		101	22025				-\$1,000.00	
		101	22020				-\$2,250.00	-\$5,250.00
AMERICAN MESSAGING	LOCK BOX SECURITY SYSTEM	101	40210	3190		009	\$4.15	
CANADA GOOSE MANAGEMENT, INC	GOOSE MGMT ON OWASSO SNAIL AND TURTLE	603	45850	3190			\$5,396.00	\$5,396.00
CORE HEALTH & FITNESS LLC	COMPUTERS FOR NEW CYCLES	220	43800	2180			\$1,800.00	\$1,800.00
CUB FOODS	SUMMER DISCOVERY SUPPLIES	225	43535	2170		002	\$60.75	\$60.75
ELIFEGUARD, INC	39 LG SWIM SHORTS	220	43800	2200		002	\$777.66	\$777.66
FOREST LAKE CONTRACTING INC.	HWY 96 LIFT STATION PAYMENT CP-14-15	473	47000	5900			\$17,461.00	\$17,461.00
GRAINGER, INC.	TAPE/LAMPS/BALLASTS	220	43800	2240		001	\$621.36	\$621.36
GRAINGER, INC.	SPILL KIT	220	43800	2110			\$514.40	\$514.40
GRAINGER, INC.	STEPLADDER	220	43800	2400			\$75.52	\$75.52
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.94	\$16.94
SUMMIT DESIGN BUILD	EROS/GRADE/LANDS/ST 3335 EMMERT RES15-54	101	22030				\$2,000.00	\$5,250.00
		101	22025				\$1,000.00	
		101	22020				\$2,250.00	
SUPPLYWORKS	PAPER TOWELS/SANITIZER/FLOOR CLEANER	220	43800	2110			\$1,336.06	\$1,336.06
SUPPLYWORKS	SOAP/BATH TISSUE/CAN LINER	220	43800	2110			\$507.30	\$507.30
TAHO SPORTSWEAR, INC.	TOUR DE TRAILS T-SHIRTS/2015 SLICE	101	43450	2250			\$1,271.00	\$1,271.00
TEXON TOWEL & SUPPLY INC	TOWELS FOR RESALE	220	43800	2591		002	\$460.00	\$460.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,358.33	\$1,358.33
Total of all invoices:								\$31,838.52

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
JAIN, SAMIKSHA	FACILITY REFUND	220	22040				-\$100.00	-\$100.00
RAMSON, CHEETARA	FACILITY REFUND	220	22040				-\$25.00	-\$25.00
OFFICER, BRADY	SOCCER LEA GRADE 3-4	220	22040				-\$104.00	-\$104.00
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640			\$1,100.29	\$1,671.93
		101	43710	3950			\$571.64	
ALEXANDER, NICOLA	FACILITY REFUND	220	22040				\$25.00	\$25.00
ANCOM COMMUNICATIONS INC	RADIOS FOR SLICE OF SHOREVIEW	270	40250	3950		004	\$333.00	
BATTERIES PLUS	BATTERIES FOR LIFT STATIONS	602	45550	2282		001	\$319.20	\$319.20
BINDERT, SONJA	FACILITY REFUND	220	22040				\$25.00	\$25.00
BRITTON, TRACEY	FACILITY REFUND	220	22040				\$50.00	\$50.00
BRUNNER, JEFF	FACILITY REFUND	220	22040				\$100.00	\$100.00
CINCOTTA, JESSICA	FACILITY REFUND	220	22040				\$50.00	\$50.00
COMMERCIAL FURNITURE SERVICES	REPLACEMENT OUTSIDE TABLES CC	220	43800	2240			\$1,881.69	\$1,881.69
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 08-07-15	101	21720				\$11,071.08	\$11,071.08
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 08-07-15	101	20420				\$137.00	\$137.00
COYLE, ANGIE	SOCCER LEA (4 YRS-K)	220	22040				\$47.00	\$47.00
CRAIGMILE, DEBRA	FACILITY REFUND	220	22040				\$50.00	\$50.00
CRUMP, KARL	FACILITY REFUND	220	22040				\$25.00	\$25.00
CUB FOODS	SHOP SUPPLIES	701	46500	2220		003	\$42.86	\$42.86
DOGUBO, OYEKAN	FACILITY REFUND	220	22040				\$550.00	\$550.00
DOLTON, JOY	VOLLEYBALL CAMP	220	22040				\$87.00	\$87.00
E&M CONSULTING INC	TWIN CITIES NORTH 2016 CHAMBER GUIDE	240	44400	4890			\$599.00	\$599.00
FATKHIYEV, NATHANIEL L	SOCCER REF JULY 20,21,22,27,28,29	225	43510	3190		007	\$240.00	\$240.00
FORD, CINDY	FACILITY REFUND	220	22040				\$25.00	\$25.00
GENESIS EMPLOYEE BENEFITS INC	VEBA CONTRIBUTIONS: 08-07-15	101	20418				\$5,820.00	\$5,820.00
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 08-07-15	101	20431				\$441.28	\$441.28
GREER, CHEETARA	FACILITY REFUND	220	22040				\$25.00	\$25.00
HAMERNICK DECORATING CENTER	SHADE INSTALL IN ROOM 206	220	43800	3810		003	\$1,118.00	\$1,118.00
HAWKINS, INC.	GAS/LIQUID/GRANULAR/SUPERBLUE/ACID	220	43800	2160		001	\$981.34	\$981.34
HENRY, JEANNETTE	FACILITY REFUND	220	22040				\$500.00	\$500.00
HURSH, ELIZABETH	VOLLEYBALL CAMP	220	22040				\$87.00	\$87.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 08-07-15	101	21750				\$5,399.06	\$5,399.06
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 08-07-15	101	20430				\$955.00	\$955.00
JAIN, NIRMESH	FACILITY REFUND	220	22040				\$100.00	\$100.00
JEFF ELLIS & ASSOCIATES, INC	AQUATIC SAFETY AUDIT #3	220	43800	3190		007	\$850.00	\$850.00
JENSEN, MARY	PASS REFUND	220	22040				\$20.00	\$20.00
JOHNSON, MOLLY	AQUATICS - LEVEL 1	220	22040				\$42.50	\$42.50
KANNAPIRAN, MADHU	SOCCER LEA (4 YRS-K)	220	22040				\$57.00	\$57.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/AUGUST 2015	220	43800	3960	004		\$1,320.00	\$1,320.00
KELLEN, RYAN	FACILITY REFUND	220	22040				\$50.00	\$50.00
KHAN, FIRASAT	FACILITY REFUND	220	22040				\$500.00	\$500.00
LAO, TINA	FACILITY REFUND	220	22040				\$200.00	\$200.00
LAWLESS, SALLY	VOLLEYBALL CAMP	220	22040				\$87.00	\$87.00
LEMMONS, KATIE	FACILITY REFUND	220	22040				\$25.00	\$25.00
LIISTE, KATIE	SOCCER LEA (4 YRS-K)	220	22040				\$52.00	\$52.00
LISTON, JARED	TENNIS- BEGINNERS	220	22040				\$52.00	\$52.00
MCFOA	MCFOA MEETING - PELTON AND HOFFARD	101	40210	4500		002	\$15.00	\$30.00
		101	40200	4500		003	\$15.00	
MENARDS CASHWAY LUMBER **FRIDL	ELECTRICAL FOR BUS STOP HODGSON AND I	601	45050	2280		001	\$44.28	\$44.28
METROPOLITAN COUNCIL	SEWER SERVICE-SEPTEMBER 2015	602	45550	3670			\$141,751.67	\$141,751.67
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: JULY 2015	101	40500	4890		001	\$92.50	\$370.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		220	43800	4890		001	\$92.50	
		601	45050	4890		001	\$92.50	
		602	45550	4890		001	\$92.50	
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 08-07-15	101	20435				\$141.50	\$141.50
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: JULY 2015	701	46500	2120			\$356.82	\$356.82
MINNESOTA DEPARTMENT OF REVENU	SALES USE TAX: JULY 2015	220	21810				\$11,483.00	\$14,181.00
		701	46500	2120		003	\$158.11	
		601	21810				\$2,524.00	
		220	43800	2140			\$ .37	
		220	43800	3610			\$15.96	
		240	44400	2180			-\$ .31	
		225	43590	2175		002	-\$ .13	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 08-07-15	101	20420				\$35.00	
MOUNDS VIEW YOUTH HOCKEY	REFUND MVYHA/SLICE OF SV	270	34900		311		\$85.00	\$85.00
MPL SPECIALTIES	TROPHIES FOR CAR SHOW-SLICE OF SHOREVIEW	270	40250	4890		001	\$486.50	\$486.50
MUHAMMAD, AHAD	FACILITY REFUND	220	22040				\$25.00	\$25.00
MUNICIPAL BUILDERS INC	WTP CONSTRUCTION PROJ # 14-02	454	47000	5900			\$685,311.00	\$685,311.00
NASH, EMILY	SOCCER REF JULY 20,22,27,29	225	43510	3190		007	\$80.00	\$80.00
O'BRIEN, TIM	GENEALOGY SOFTWARE	220	22040				\$25.00	\$25.00
OFFICE DEPOT	SUPPLIES LESS CREDIT #783975347-001	101	43400	2010			\$79.86	\$57.92
		101	43400	2010			-\$21.94	
OFFICER, BRIAN	SOCCER LEA GRADE 3-4	220	22040				\$104.00	\$104.00
ORIENTAL TRADING COMPANY	SILLY BANDS (SUMMER/FALL)	225	43520	2170		002	\$59.98	\$59.98
PEARLS, OF HOPE	FACILITY REFUND	220	22040				\$24.18	\$24.18
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 08-07-15	101	21740				\$31,259.62	\$31,259.62
R JOHNSON AND SONS INC	ELECTRICAN FOR SLICE OF SHOREVIEW	270	40250	3950		008	\$2,475.00	\$2,475.00
RAMSEY COUNTY	SERVICE EMER PREEMPT SIGNALS JAN-JUN	101	42200	3190		003	\$129.37	\$129.37
RAMSEY COUNTY TREASURER	LIFE INSURANCE: AUGUST 2015	101	20414				\$2,781.09	\$2,991.09
		101	20417				\$210.00	
RENIER, DEBBIE	FACILITY REFUND	220	22040				\$240.64	\$240.64
RHONE, SHAQUITA	FACILITY REFUND	220	22040				\$500.00	\$500.00
SARAF, SHUBHANGI	FLAG FOOTBALL GR 3-5	220	22040				\$20.00	\$20.00
SHARMA, PADAN	FACILITY REFUND	220	22040				\$25.00	\$25.00
SHARMA, SHAILESH	AQUATICS - LEVEL 3	220	22040				\$69.00	\$69.00
SNYDER, SARAH	FACILITY REFUND	220	22040				\$25.00	\$25.00
SYN-TECH SYSTEMS INC	FUELMASTER MAINTENANCE	701	46500	3190		002	\$998.16	\$998.16
T-MOBILE	WATER TOWER CARD - 6/27/15 - 7/26/15	601	45050	3190			\$60.25	\$60.25
TECH BUILDERS INC	EROSION RED 1000 GRAMSIE RD RES 15-67	101	22030				\$1,081.50	\$1,081.50
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 08-07-15	101	21710				\$27,050.23	\$70,410.41
		101	21730				\$35,141.66	
		101	21735				\$8,218.52	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 08-07-15	101	20420				\$78.00	
VANCO SERVICES	JULY FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003	\$140.25	\$140.25
VIKING ELECTRIC SUPPLY INC	PICKLEBALL STORAGE BOX	225	43510	2170		020	\$616.04	\$616.04
VOSSLER, SAMUEL	SOCCER REF JULY 20,22,23,27,30	225	43510	3190		007	\$240.00	\$240.00
WILSON, PAM	REIMBURSEMENT FOR GOLF TOURNAMENT	270	40250	4890		001	\$240.00	\$847.93
		270	40250	2180		004	\$607.93	
YADETA, DANDI	FACILITY REFUND	220	22040				\$656.52	\$656.52

Total of all invoices: \$991,815.57

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Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
DOGUBO, OYEKAN	FACILITY REFUND	220	22040				-\$550.00	-\$550.00
RAMSEY COUNTY	SERVICE EMER PREEMPT SIGNALS JAN-JUN	101	42200	3190		003	-\$129.37	-\$129.37
BAUER BUILT TIRE AND BATTERY I	PARTS FOR BOBCAT AND MOWER TRAILERS	701	46500	2220		002	\$454.85	\$454.85
BAUER BUILT TIRE AND BATTERY I	TRAILER TIRES	701	46500	2230		002	\$108.00	\$108.00
BAUER BUILT TIRE AND BATTERY I	TIRES FOR TOOLCAT	701	46500	2230		002	\$412.80	\$412.80
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		003	\$10.67	\$10.67
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001	\$6.58	\$6.58
C & E HARDWARE	SHOP SUPPLIES	701	46500	2220		003	\$17.98	\$17.98
C & E HARDWARE	BALL CART CHAIN CLIPS	701	46500	2220		002	\$34.25	\$34.25
C&J ENTERTAINMENT LLC	FRIDAY NIGHT FLIX/REMAINING BALANCE	225	43590	3173		001	\$1,200.00	\$1,200.00
COLUMBIA WINDOW FILM & GRAPHIC	WINDOW TINTING/PARKS AND REC	220	43800	3810		003	\$1,066.00	\$1,066.00
CUB FOODS	FARMERS MARKET SPECIAL EVENT SUPPLIES	225	43590	2174		001	\$13.98	\$13.98
DEALER AUTOMOTIVE SERVICES, IN	A/C PARTS UNIT 302	701	46500	2220		001	\$42.44	\$42.44
EULL'S MANUFACTURING CO INC	CATCH BASIN REPAIR SUPPLIES/LESS TAX	603	45850	2180		003	\$729.80	\$729.80
FACTORY MOTOR PARTS COMPANY	BATTERY CUSHMAN 1	701	46500	2220		002	\$85.64	\$85.64
FLEET FARM/GE CAPITAL RETAIL B	PARTS FOR THE BOX SCRAPER	701	46500	2220		002	\$98.99	\$98.99
FLEET FARM/GE CAPITAL RETAIL B	PARTS FOR THE BOX SCRAPER	701	46500	2220		002	\$13.98	\$13.98
FLEETPRIDE INC	FITTINGS FOR UNIT 306A	701	46500	2220		001	\$8.54	\$8.54
FLEETPRIDE INC	PIPE FOR UNIT 306A	701	46500	2220		001	\$4.75	\$4.75
FLEETPRIDE INC	HYD REPAIR FITTINGS FOR TOOLCAT	701	46500	2220		002	\$25.98	\$25.98
HUGO EQUIPMENT COMPANY	CHUTE FOR Z-MOWER #1	701	46500	2220		002	\$220.00	\$220.00
HUGO EQUIPMENT COMPANY	CABLE ASSEMBLY/UTILITIES PUSH MOWER	701	46500	2220		002	\$22.99	\$22.99
HUGO EQUIPMENT COMPANY	SCREWS AND WASHERS FOR Z-MOWERS	701	46500	2220		002	\$64.89	\$64.89
L T G POWER EQUIPMENT	CHAIN FOR HUSKY TRIM SAW	701	46500	2220		002	\$16.95	\$16.95
L T G POWER EQUIPMENT	CHAIN FOR HUSKY SAW	701	46500	2220		002	\$40.95	\$40.95
L T G POWER EQUIPMENT	LOCKOUT THROTTLE STIHL UTIITIES CHOP SAW	701	46500	2220		002	\$2.66	\$2.66
L T G POWER EQUIPMENT	SPRING REWIND WEED WHIP	701	46500	2220		002	\$10.48	\$10.48
L T G POWER EQUIPMENT	BELT UTILTY PUSH MOWER	701	46500	2220		002	\$13.51	\$13.51
L T G POWER EQUIPMENT	RECOIL GRIP FOR CEMENT MIXER	701	46500	2220		002	\$4.95	\$4.95
L T G POWER EQUIPMENT	WEED WHIP REWIND	701	46500	2220		002	\$36.72	\$36.72
LEAGUE OF MN CITIES INS TRUST	2014/15 WORKERS' COMP 4TH INSTALLMENT	101	40100	1510			\$34.94	\$41,334.75
		101	40200	1510			\$509.11	
		101	40210	1510			\$297.00	
		101	40400	1510			\$121.31	
		101	40500	1510			\$561.77	
		101	40550	1510			\$243.36	
		101	40800	1510			\$138.78	
		101	42050	1510			\$792.09	
		101	42200	1510			\$6,071.99	
		101	43400	1510			\$1,688.26	
		101	43450	1510			\$361.22	
		101	43710	1510			\$4,911.24	
		101	43900	1510			\$110.73	
		101	44100	1510			\$547.74	
		101	44300	1510			\$142.96	
		210	42750	1510			\$35.92	
		220	43800	1510			\$4,684.37	
		225	43400	1510			\$1,564.49	
		225	43510	1510			\$108.76	
		225	43520	1510			\$1,145.19	
		225	43530	1510			\$1,434.82	

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Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		225	43535	1510			\$1,203.02	
		225	43555	1510			\$647.89	
		225	43560	1510			\$486.96	
		225	43580	1510			\$125.00	
		225	43590	1510			\$441.44	
		230	40900	1510			\$45.77	
		240	44400	1510			\$63.98	
		241	44500	1510			\$83.17	
		601	45050	1510			\$4,469.55	
		602	45550	1510			\$3,650.64	
		603	45850	1510			\$2,851.91	
		603	45900	1510			\$34.20	
		604	42600	1510			\$63.98	
		701	46500	1510			\$1,661.19	
LEAGUE OF MN CITIES INS TRUST	PROPERTY/LIABILITY INS-4TH INSTALLMENT	101	40500	3410			\$11,570.51	
		101	40800	3410			\$382.50	
		101	41200	3410			\$270.50	
		101	41500	3410			\$212.00	
		101	43450	3410			\$266.25	
		101	43710	3410			\$4,983.25	
		210	42750	3410			\$103.55	
		220	43800	3410			\$2,310.64	
		225	43400	3410			\$289.65	
		230	40900	3410			\$35.36	
		601	45050	3410			\$1,245.59	
		602	45550	3410			\$5,170.93	
		603	45850	3410			\$187.53	
		603	45900	3410			\$268.25	
		604	42600	3410			\$49.49	
		701	46500	3410			\$5,286.75	
MENARDS CASHWAY LUMBER **FRIDL	RIELAND TRAIL REPAIR PARTS	101	42200	2180		001	\$91.96	\$91.96
NAPA AUTO PARTS	POWER STEERING TREATMENT UNIT 304	701	46500	2220		001	\$11.49	\$11.49
NAPA AUTO PARTS	SMALL ENGINE OIL	701	46500	2130		001	\$47.88	\$47.88
NAPA AUTO PARTS	OIL FILTER CUSHMAN 1	701	46500	2220		002	\$7.99	\$7.99
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2220		003	\$27.48	\$27.48
PLAISTED COMPANIES, INCORPORAT	ATHLETIC REPAIR SOIL MIX	101	43710	2260			\$676.24	\$676.24
POWELL, SHARON	GENEALOGY SOFTWARE CLASS 8/05	225	43590	3174		003	\$216.00	\$216.00
PRECISION LANDSCAPE & TREE, IN	WO 15-08 COMMONS TREE REMOVAL-PARKS	101	43710	3190			\$728.00	\$728.00
RAMSEY COUNTY	SERVICE EMER PREEMPT SIGNALS JAN-JUN	101	42200	3190		003	\$237.35	\$237.35
RICOH USA, INC.	LEASE 3 CITY HALL COPIERS 8/21-9/20/15	101	40200	3930		002	\$1,947.00	\$1,947.00
WESTLUND, RONALD	LICENSE RENEWAL	101	42200	4330		001	\$19.00	\$19.00
							Total of all invoices:	\$82,067.85

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ALLEN, DEANNE	EDA MINUTES - 8/3/15	240	44400	3190		002		\$200.00	\$200.00
ALLEN, DEANNE	MINUTES - 8/3 CC, 8/3 CC WORKSHOP	101	40200	3190		001		\$400.00	\$400.00
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		003		\$458.87	\$458.87
BOSSARD, MARLYS	RUNNING ACES	220	22040					\$20.00	\$20.00
BRADLEY & DEIKE, PA	REVIEWING SPECIAL TIF LEGISLATION	240	44400	3190				\$187.00	\$187.00
C & E HARDWARE	NUTS FOR TORO MOWER	701	46500	2220		002		\$2.58	\$2.58
CARRILLO, ESTELLA	FACILITY REFUND	220	22040					\$250.00	\$250.00
CHARTER, JENNIFER	SOCCER LEA (4 YRS-K)	220	22040					\$57.00	\$57.00
CHEN, WEILI	REFUND CLOSING OVRPYMT-5676 ERIK LANE	601	36190			003		\$8.94	\$8.94
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002		\$1,597.89	\$1,597.89
CKC GOOD FOOD	SUMMER DISCOVERY LUNCH	225	43535	3190		002		\$1,671.72	\$1,671.72
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002		\$1,503.92	\$1,503.92
CO. CHILDREN'S MENTAL HEALTH,	FACILITY REFUND	220	22040					\$22.56	\$22.56
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$771.59	\$771.59
COMCAST	CABLE FOR CC	220	43800	3190		001		\$184.39	\$184.39
COMO PARK ZOO & CONSERVATORY	SUMMER DISCOVERY ENTERTAINMENT	225	43535	3190		001		\$150.00	\$150.00
CUB FOODS	SUMMER DISCOVERY SUPPLIES	225	43535	2170		003		\$27.93	\$27.93
DAZZLING DAVE YO-YO EXTRAORDIN	SUMMER DISCOVERY ENTERTAINMENT	225	43535	3190		001		\$300.00	\$300.00
DOGUBO, OYEKAN	FACILITY REFUND	220	22040					\$400.00	\$400.00
EDSTROM, DAVID	RUNNING ACES	220	22040					\$4.00	\$4.00
ELLIOTT, LAURIE	PLEASE GIVE CHECK DIRECTLY TO LAURIE	101	40210	4330				\$20.00	\$731.71
		101	40210	4500		001		\$711.71	
EXCEPTIONAL HOMES BY DESIGN	REFUND CLOSING OVRPYMT-715 ARBOGAST ST	601	36190			003		\$27.32	\$27.32
GARBER, LINN	RUNNING ACES	220	22040					\$20.00	\$20.00
GERSDORF, PAT	RUNNING ACES	220	22040					\$66.00	\$66.00
GOPHER	DISK CONES	225	43510	2170		007		\$280.45	\$560.90
		225	43510	2170		018		\$280.45	
GRAINGER, INC.	FAN/BATTERIES	220	43800	2240		001		\$109.94	\$109.94
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		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANLUND, ROXANNE	RUNNING ACES	220	22040					\$5.00	\$5.00
HAGEN, CHRIS	REFUND CLOSING OVRPYMT-931 LAWNVIEW AVE	601	36190			003		\$58.95	\$58.95
HAY, MARY	REFUND CLOSING OVRPYMT-4817 HANSON RD	601	36190			003		\$100.00	\$100.00
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$627.20	\$627.20
JEFF SMITH LLC	PAYMENT FOR SUMMER B SESSION	225	43530	3190				\$754.65	
JOHNSON, PAULA	REFUND CLOSING OVRPYMT-4354 CHATSWORTH	601	36190			003		\$28.93	\$28.93
JRK SEED CO.	INJECTION SUPPLIES- EAB PROGRAM	101	43900	2180				\$988.00	\$988.00
KAMPF, ALAN	REFUND CLOSING OVRPYMT-5658 CHASWORTH	601	36190			003		\$15.02	\$15.02
KLEIN, JOANNE	RUNNING ACES	220	22040					\$10.00	\$10.00
KREBSBACH, JAQUELINE	2ND INSTALLMENT FOR STIPEND SLICE	270	40250	3190		006		\$3,300.00	\$3,300.00
LAI, YILI (EMILY)	FLAG FOOTBALL GR 3-5	220	22040					\$82.00	\$82.00
LEE, HYEON JEONG	REFUND CLOSING OVRPYMT-289 SNAIL LK RD	601	36190			003		\$172.48	\$172.48
MCHUGH, DAN	SNAG GOLF CAMP (JULY 27-31) - 7.5 KIDS	225	43510	3190		012		\$532.50	\$532.50

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
MCHUGH, DAN	FLAG FOOTBALL CAMP (AUG 3-7) - 11 KIDS	225	43510	3190		012	\$781.00	\$781.00
MEISSNER, HOWARD	REFUND CLOSING OVRPYMT-1769 HILLVIEW RD	601	36190			003	\$17.43	\$17.43
MENARDS CASHWAY LUMBER *MAPLEW	FLASHLIGHT FOR STORM INSPECTIONS	603	45850	2180		001	\$49.97	\$49.97
MIDWEST LOCK & SAFE INC	DOOR CLOSER REMOVAL & REPLACEMENT	220	43800	3810		003	\$420.00	\$420.00
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: JULY 2015	101	20802				\$1,587.72	\$1,555.87
		101	34060				-\$31.85	
MN AWWA	MNAWWA CONFERENCE/KEVIN C/TOM W/DAN C	601	45050	4500		002	\$490.00	\$735.00
		601	45050	4500		001	\$245.00	
NEWTON, SHARON	RUNNING ACES	220	22040				\$20.00	\$20.00
O'BRIEN, DIANE M	REFUND CLOSING OVRPYMT-4328 HIGHLAND DR	601	36190			003	\$7.55	
OLESEN, TAD	ELLIS BOOK REFUND	220	34710				\$50.00	
OUSDIGIAN, KEVIN OR SARA	REFUND CLOSING OVRPYMT-4491 HARBOR PL DR	601	36190			003	\$18.09	\$18.09
PINZ	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		002	\$1,520.00	\$1,520.00
PLUMBMASTER, INC	AQUA PURE CARTRIDGE	220	43800	2240		001	\$112.04	\$112.04
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220		001	\$490.00	\$980.00
		601	45050	3220		001	\$490.00	
QVALE, ERIK	REIMBURSEMENT/OIL FOR DEEP FRYER	220	43800	2590		001	\$14.36	\$14.36
REISDORF, RICHARD	REFUND CLOSING OVRPYMT-5755 DONEGAL DR	601	36190			003	\$132.70	
REPUBLIC SERVICES INC #899	SLICE OF SHOREVIEW	270	40250	3950		007	\$644.59	\$644.59
SAM'S CLUB DIRECT	SUMMER DISCOVERY SUPPLIES	225	43535	2170		004	\$1,667.14	\$1,667.14
SCHENDEL, WYNNE	INDOOR GROUP CYCLING	220	22040				\$97.00	\$97.00
SCHNOBRICHT, JANET	RUNNING ACES	220	22040				\$20.00	\$20.00
SCORE SPORTS-AMERICAN SOCCER C	SOCCER BALLS	225	43510	2170		007	\$2,187.13	\$2,187.13
SIEVERT, MAVIS	RUNNING ACES	220	22040				\$10.00	\$10.00
SIMPLEXGRINNELL LP	SERVICE CALL FOR ALARM SYSTEM	220	43800	3810		003	\$516.00	\$516.00
SOLEM, LORETTA	RUNNING ACES	220	22040				\$20.00	\$20.00
SUPPLYWORKS	PAPER TOWELS/VACUUM BAG/CAN LINERS	220	43800	2110			\$1,204.55	\$1,204.55
SUPPLYWORKS	SOAP/BATH TISSUE/CAN LINERS	220	43800	2110			\$445.70	\$445.70
SUPPLYWORKS	SUCTION HOSE	220	43800	3890			\$42.39	\$42.39
SUPPLYWORKS	SUMMER DISCOVERY PAPER TOWELS	225	43535	2170		002	\$130.72	\$130.72
SWANSON, BEVERLY	RUNNING ACES	220	22040				\$5.00	\$5.00
THEISEN, DELORES	RUNNING ACES	220	22040				\$22.00	\$22.00
TIVOLITOO, INC	THATCHING AND POLE REPAINTING	220	43800	3810			\$1,400.00	\$1,400.00
TOKLE INSPECTIONS INC	INSPECTION SERVICES AUGUST 2015	101	44300	3090			\$3,599.20	\$3,599.20
TORKELSON, JANICE	RUNNING ACES	220	22040				\$20.00	\$20.00
TRI STATE BOBCAT, INC.	THROTTLE ROD FOR CHOP SAW	701	46500	2220		002	\$3.18	\$3.18
TRI STATE BOBCAT, INC.	AIR COVER FOR TOOL CAT	701	46500	2220		002	\$77.33	\$77.33
TRI STATE BOBCAT, INC.	TIRE AND CASTER FOR TOOLCAT MOWER	701	46500	2220		002	\$614.55	\$614.55
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,187.04	\$1,187.04
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$74.33	\$74.33
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$167.85	\$167.85
WILLIAMSON, CORI	REFUND CLOSING OVRPYMT-4198 NANCY PLACE	601	36190			003	\$24.67	\$24.67
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610			\$2,343.00	\$2,414.81
		701	46500	2140			\$71.81	
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/NORTH OAKS:ELECT	101	42200	3610			\$46.13	
XCEL ENERGY	BOOSTER STATION: ELECTRIC	601	45050	3610			\$201.74	\$201.74
YALE MECHANICAL INC	RPZ TESTING FOR MCCULLOUGH PARK	101	43710	3190			\$211.25	\$211.25
YALE MECHANICAL INC	RPZ TESTING FOR SITZER PARK	101	43710	3190			\$211.25	\$211.25
YALE MECHANICAL INC	RPZ TESTING FOR LARSON HOUSE	101	43710	3190			\$269.50	\$269.50
YALE MECHANICAL INC	RPZ TESTING FOR RICE CREEK FIELDS	101	43710	3190			\$269.50	\$269.50
YALE MECHANICAL INC	RPZ TESTING FOR SHAMROCK PARK	101	43710	3190			\$211.25	\$211.25

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
YALE MECHANICAL INC	RPZ TESTING FOR COMMONS PARK & C.C.	101	43710	3190			\$444.25	\$444.25
YALE MECHANICAL INC	RPZ TESTING AT MAINTENANCE CENTER	701	46500	3196		003	\$560.75	\$560.75
Total of all invoices:								\$42,021.14

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
A & L SUPERIOR SOD, INC	SOD FOR SITZER PARK BALLFIELD	101	43710	2260			\$54.00	
A & L SUPERIOR SOD, INC	SOD FOR SITZER BALLFIELD	101	43710	2260			\$19.20	\$19.20
ABLE HOSE & RUBBER INC.	HOSE REEL UNIT 303	701	46500	2220		001	\$57.58	\$57.58
ACE SOLID WASTE	SOLID WASTE COLLECTION	701	46500	3640		001	\$250.46	\$250.46
ALBRECHT ENTERPRISES, LLC	IRRIGATION REPAIR PUMP RELAY REPLACEMENT	101	43710	3190			\$210.14	\$210.14
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003	\$252.57	\$252.57
BATTERIES PLUS	BATTERY TENDER UNIT 303	701	46500	2220		002	\$52.97	\$52.97
BAUER BUILT TIRE AND BATTERY I	TRACKLESS MOWER TUBES	701	46500	2220		002	\$7.98	\$7.98
BEISSWENGERS HARDWARE	WASP AND HORNET KILLER	101	43710	2240			\$6.38	\$6.38
BEISSWENGERS HARDWARE	PARTS FOR UTILITIES GENERATOR	701	46500	2220		002	\$2.57	\$2.57
BEISSWENGERS HARDWARE	TREE TRIMMING LOPPER	101	43710	2400			\$36.69	\$36.69
BRAKE & EQUIPMENT WAREHOUSE	BRAKES FOR UNIT 304	701	46500	2220		001	\$79.43	\$79.43
BRAKE & EQUIPMENT WAREHOUSE	BRAKES FOR UNIT 604	701	46500	2220		001	\$148.75	\$148.75
CHESS	JULY MTCE PLAN	101	40210	3190		007	\$625.00	\$625.00
CRUIS CORPORATION	RENTAL EQUIPMENT FOR TRAIL SEALCOATING	405	43450	5300			\$3,031.36	\$3,031.36
DAVIS LOCK & SAFE	KEYS FOR SHAMROCK PARK BUILDING	101	43710	2240			\$9.00	\$9.00
DEALER AUTOMOTIVE SERVICES, IN	A/C COMPRESSOR UNIT 302	701	46500	2220		001	\$151.82	\$151.82
DIAMOND VOGEL PAINT	CROSSWALK PAINT	101	42200	2180		004	\$883.05	\$883.05
EMBEDDED SYSTEMS INC	TROUBLESHOOT & REPAIRS AT SIREN #4	101	42050	3190			\$200.00	\$200.00
ESS BROTHERS & SONS INC.	MANHOLE COVERS AREA 49 AND 50	602	45550	2280		003	\$4,200.00	\$4,200.00
GOODIN COMPANY	WALL HYDRANT BACKFLOW PREVENTERS	101	43710	2240			\$246.56	\$246.56
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190		001	\$200.20	\$800.80
		602	45550	3190		001	\$200.20	
		603	45850	3190		001	\$200.20	
		604	42600	3190			\$200.20	
GRAINGER, INC.	12 FOOT STEPLADDER	101	43710	2400			\$334.05	
GREENHAVEN PRINTING	JULY/AUG SHOREVIEWS NEWSLETTER	101	40400	3220		002	\$3,905.42	\$22,730.42
		101	40400	3390		001	\$18,825.00	
HAWKINS, INC.	1 TON CHLORINE	601	45050	2160		001	\$700.00	\$700.00
HILLCREST ANIMAL HOSPITAL	ANIMAL CONTROL JULY	101	41100	3190		003	\$381.00	
HORIZON COMMERCIAL POOL SUPPLY	REPAIRS TO MAIN POOL UV SYSTEM	220	43800	3810		007	\$2,349.50	\$2,349.50
HUGO EQUIPMENT COMPANY	2 CYCLE AND BAR OIL	701	46500	2130		001	\$91.95	\$91.95
INSTRUMENTAL RESEARCH INC	MONTHLY SAMPLES	601	45050	3190		001	\$225.00	\$225.00
KENNEDY & GRAVEN, CHARTERED	FRANCHISE RENEWAL	230	40900	3190			\$87.50	\$87.50
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICES	101	40200	3360		001	\$376.00	\$376.00
MANSFIELD OIL COMPANY	DIESEL FUEL	701	46500	2120		002	\$4,333.40	\$4,333.40
MANSFIELD OIL COMPANY	UNLEADED FUEL	701	46500	2120		001	\$4,043.87	\$4,043.87
MANSFIELD OIL COMPANY	UNLEADED FUEL	701	46500	2120		001	\$1,038.03	\$1,038.03
MARCO INC	PAGING SYSTEM UPGRADE	405	43800	3810			\$20,074.57	\$20,074.57
MENARDS CASHWAY LUMBER **FRIDL	WASP AND HORNET KILLER	101	43710	2240			\$9.76	\$9.76
MENARDS CASHWAY LUMBER **FRIDL	PAINTING SUPPLIES FOR HOCKEY RINKS	101	43710	2240			\$116.13	\$116.13
MINNESOTA EQUIPMENT	MISC PARTS FOR JD5115M	701	46500	2220		002	\$237.58	\$237.58
MINNESOTA MULCH & SOIL	PREMIUM HARDWOOD MULCH	101	43710	2260			\$1,420.00	\$1,420.00
MTI DISTRIBUTING, INC	IRRIGATION SUPPLIES SWING JOINT	101	43710	2240			\$44.01	\$44.01
MTI DISTRIBUTING, INC	IRRIGATION SUPPLIES HEADS T-5	101	43710	2240			\$199.14	\$199.14
OFFICE DEPOT	OFFICE SUPPLY LESS CREDIT 775229735001	101	40200	2010		002	\$51.72	\$48.39
		101	40500	2010		008	\$3.15	
		101	40210	2180			-\$6.48	
OFFICE DEPOT	CALCULATOR FOR VAULT ROOM	101	40500	2010		004	\$125.43	\$125.43
OFFICE DEPOT	DEPOSIT BAGS FOR COINS	101	40500	2010		008	\$13.99	\$55.99
		220	43800	2010		001	\$14.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		601	45050	2010		001	\$14.00	
		101	43400	2010			\$14.00	
PRO-TEC DESIGN	CAMERA LICENSE	101	40550	3860		008	\$132.00	\$132.00
QUALITY FLOW SYSTEMS INC	PARTS FOR WELLS AND TOWERS	601	45050	2280		005	\$1,000.00	\$1,000.00
QUALITY FLOW SYSTEMS INC	STORM SEWER LIFT STATION REPAIR	603	45850	3190		001	\$603.86	
RAMSEY COUNTY	FLEET SUPPORT FEE JULY 2015	101	41100	3190			\$24.96	\$24.96
RAMSEY COUNTY	CAD SERVICES - JULY	101	41100	3190			\$1,546.45	\$1,546.45
RAMSEY COUNTY	911 SERVICES JULY	101	41100	3190			\$8,139.50	\$8,139.50
RAMSEY COUNTY	LAW ENFORCEMENT SERVICES - AUGUST	101	41100	3190		001	\$168,576.78	\$168,576.78
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330			\$146.64	\$146.64
READY WATT ELECTRIC INC	INSTALL NEW SIREN AND CONTROLLER #4	405	41500	5800			\$6,982.00	\$6,982.00
RICK JOHNSON DEER AND BEAVER I	DEER REMOVAL	101	42200	3190		003	\$115.00	\$115.00
SCHINDLER ELEVATOR CORPORATION	QUARTERLY ELEVATOR MAINTENANCE FEE	701	46500	3196		002	\$426.78	\$426.78
SELA ROOFING AND REMODELING	REPAIRS TO SHAMROCK AND LAKE JUDY ROOFS	405	43710	5200			\$6,435.00	
		101	43710	3810			\$1,860.00	
SESCA	2015 CITY CONTRIBUTION	101	40100	3200		004	\$2,000.00	\$2,000.00
ST. PAUL, CITY OF	RIVERPRINT ORD 6534:REGULAR/WINDOW ENVEL	101	40200	2010		005	\$2,863.00	\$2,863.00
ST. PAUL, CITY OF	RIVERPRINT ORDER 6531: SECOND SHEETS	101	40200	2010		004	\$616.10	\$616.10
ST. PAUL, CITY OF	RIVERPRINT ORDER 6525: LETTERHEAD	101	40200	2010		004	\$1,811.50	\$1,811.50
STAR TRIBUNE	SUBSCRIPTION - 8/21/15 - 11/20/15	101	40200	4330		009	\$42.25	\$42.25
SUBURBAN RATE AUTHORITY	2015 MEMBERSHIP DUES	101	40100	4330		006	\$1,200.00	
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT	101	42200	2180		002	\$88.92	\$88.92
THE MORRIS LEATHERMAN COMPANY	FIRST HALF COMMUNITY SURVEY	101	40200	3190		004	\$8,500.00	\$8,500.00
TURFWERKS	TINES FOR PARKS CUSHMAN	701	46500	2220		002	\$126.67	\$126.67
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970			\$61.00	\$61.00
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$46.25	\$46.25
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$37.13	\$148.53
		601	45050	3970		001	\$37.13	
		602	45550	3970		001	\$37.13	
		603	45850	3970		001	\$18.57	
		701	46500	3970		001	\$18.57	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970			\$61.00	\$61.00
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$108.16	\$108.16
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$36.85	\$147.41
		601	45050	3970		001	\$36.85	
		602	45550	3970		001	\$36.85	
		603	45850	3970		001	\$18.43	
		701	46500	3970		001	\$18.43	
WARNING LITES OF MINNESOTA INC	LEFT LANE CLOSED SIGNAGE FOR HWY 96	101	43710	2240			\$206.00	\$206.00
YALE MECHANICAL INC	UPGRADE TO HVAC COMPUTER SYSTEM	405	43800	3810			\$13,500.00	
ZIEGLER, INCORPORATED	EQUIPMENT RENTAL	603	45850	2180		001	\$1,245.00	\$2,490.00
		601	45050	3850			\$1,245.00	

Total of all invoices: \$300,353.79

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# Purchase Voucher

City of Shoreview  
4600 Victoria Street North  
Shoreview MN 55126

Voucher Number	50,587
Vendor number	00416 1 <span style="float: right;">2015</span>
Vendor name	METROPOLITAN COUNCIL
Address	PO BOX 856513 MINNEAPOLIS MN 55485-6513

Date	Comment line on check	Invoice number	Amount
08-04-15	SEWER SERVICE-SEPTEMBER 2015	1047553	\$141,751.67

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 ventures 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

602 45550 3670	\$141,751.67

Is sales tax included on invoice?

Not Taxable

If no, amount subject to sales use tax \$

Reviewed by: Debbie Engblom  
(signature required) Debbie Engblom

Approved by: Terry Schwerm  
(signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	50,548
Vendor number	01734 1 <span style="float: right;">2015</span>
Vendor name	MUNICIPAL BUILDERS INC
Address	17125 ROANOKE STREET NW ANDOVER MN 55304

Date	Comment line on check	Invoice number	Amount
08-03-15	WTP CONSTRUCTION PROJ # 14-02	002	\$685,311.00

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 5900	\$685,311.00

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

Reviewed by: Tom Wesolowski 8/31/15  
 (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	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	50,703
Vendor number	00373 3 <span style="float: right;">2015</span>
Vendor name	LEAGUE OF MN CITIES INS TRUST
Address	C/O BERKLEY RISK ADMINISTRATORS LLC PO BOX 581517 MINNEAPOLIS MN 55458-1517

Date	Comment line on check	Invoice number	Amount
07-29-15	2014/15 WORKERS' COMP 4TH INSTALLMENT	30433	\$41,334.75

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

Return to:	
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Account Coding	Amount
101 40100 1510	\$34.94
101 40200 1510	\$509.11
101 40210 1510	\$297.00
101 40400 1510	\$121.31
101 40500 1510	\$561.77
101 40550 1510	\$243.36
101 40800 1510	\$138.78
101 42050 1510	\$792.09
101 42200 1510	\$6,071.99
101 43400 1510	\$1,688.26

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

Reviewed by: *D. Maloney*  
 (signature required) Deborah Maloney

Approved by: *Terry Schwerm*  
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

2015  
 [Handwritten initials]

Vendor number	01337 2
Vendor name	RAMSEY COUNTY
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Voucher	Date	Comment line on check	Invoice number	Account coding	Amount
50,582	07-30-15	LAW ENFORCEMENT SERVICES - AUGUST	SHRFL-001422	101 41100 3190 001	\$168,576.78
50,581	07-29-15	911 SERVICES JULY	EMCOM-004461	101 41100 3190	\$8,139.50
50,580	07-29-15	CAD SERVICES - JULY	EMCOM-004446	101 41100 3190	\$1,546.45
Total:					\$178,262.73

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

**LICENSE APPLICATIONS**

Moved by Councilmember

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Seconded by Councilmember

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To approve the License Applications as listed on the attached report dated August 17, 2015.

<b>ROLL CALL:</b>	<b>AYES</b>	<b>NAYS</b>
Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Springhorn	_____	_____
Martin	_____	_____

August 17, 2015  
Regular Council Meeting

**CITY OF SHOREVIEW - LICENSE APPLICATIONS**  
**August 17, 2015**

<b><u>LICENSE #</u></b>	<b><u>BUSINESS NAME</u></b>	<b><u>TYPE</u></b>
2015-00044	YTS Companies	Tree Trimmer
2015-00045	Branch and Bough	Tree Trimmer

The above licenses are recommended for approval: *Jami Philip*  
License/Permit Clerk

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

**MOTION BY COUNCILMEMBER \_\_\_\_\_**

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

Authorize the Mayor and City Manager to execute amendments to the Railroad Agreements with the Canadian Pacific Railway authorizing 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	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting  
August 17, 2015

**TO:** Mayor, City Council and City Manager  
**FROM:** Kathleen Castle, City Planner  
**DATE:** August 12, 2015  
**SUBJECT:** Quiet Zones – North/South Corridor, Amendments to Agreements with 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.

Agreements have been previously executed with the Soo Line Railroad (Canadian Pacific) for construction of the improvements. Pursuant to a revision in the funding legislation, the agreements need to be amended to address the City’s authority to replace the rail crossing safety devices.

**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 have not changed.

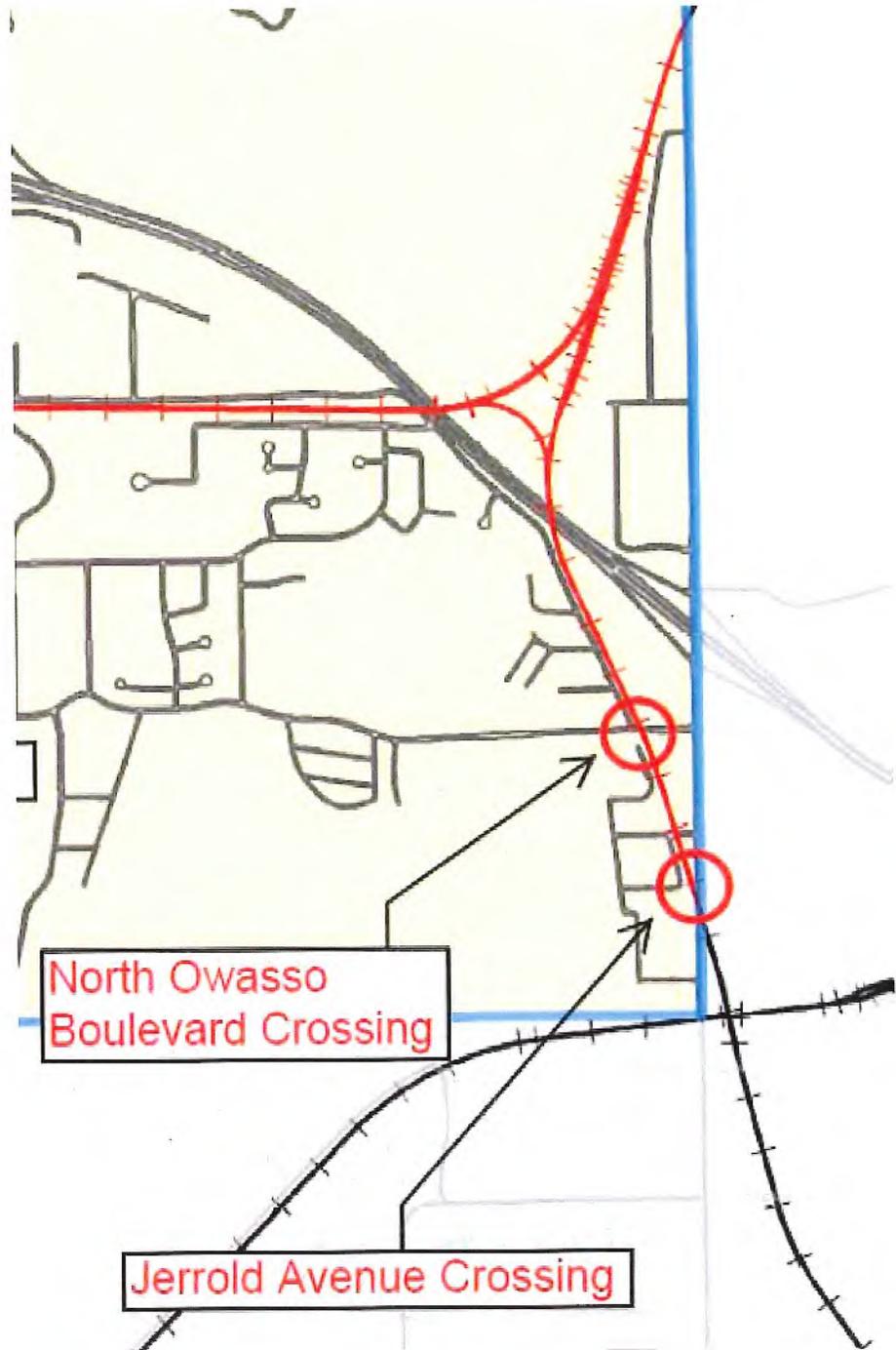
**Recommendation**

Staff is recommending the City Council authorize the amendment to the agreements. The Soo Line Railroad has scheduled the needed improvements to the crossings on the north-south line for this quiet zone which is anticipated to begin later this year. 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.

Attachments:

- 1) Map
- 2) Executed Railroad Agreements – Soo Line Railroad
  - a. North Owasso Boulevard
  - b. Jerrold Avenue
- 3) Amendment to Railroad Agreements – Soo Line Railroad
  - a. North Owasso Boulevard
  - b. Jerrold Avenue

## Railroad Crossings – North/South Corridor



## 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, 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 design, construct and equip highway railroad warning devices and associated safety improvements 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 government of the United States and any agency or department thereof in the construction, improvement, enhancement and maintenance of transportation in the state of Minnesota and may comply with the provisions of the laws of the United States and any regulations made thereunder for the expenditure of federal moneys; and

WHEREAS, the City has obtained federal-aid through a separate grant agreement with the State of Minnesota for the purpose of eliminating hazards at railroad grade crossings; and

WHEREAS, The CITY has obtained State of Minnesota General Obligation bonds under Laws of 2014, Chapter, 294, Section 16, Subdivision 5(b)(2) to finance a portion of the project; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. The following Exhibits are incorporated and made a part of this agreement:

- Exhibit A, Plan Drawings
- Exhibit B, Cost Estimate
- Exhibit C, Standard Provisions
- Exhibit C-1, Special Provisions
- Exhibit D, Buy America Memo dated December 21, 2012

The requirements of the "Buy America" 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 its 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.

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 Blvd., 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		\$0.00
 Total Estimated cost		 \$214,671.53

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.

SECTION 7. The following terms from Exhibit C, "Standard Provisions for Highway-Railroad Agreements" are deleted in their entirety: Section 4, Section 5, Section 6, and Section 7.

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: JUNE 1, 2015 APPROVED: JUNE 3, 2015

CITY of SHOREVIEW, MN  
By: [Signature]

SOO LINE RAILROAD COMPANY  
By: [Signature]

Attest: [Signature]

Attest: [Signature]

Date: JUNE 1, 2015

Date: JUNE 3, 2015

**Exhibit A Plan Drawing**



**Exhibit B Cost Estimate**

Signal work (see attached)	\$214,671.53
Total	\$214,671.53



# Transmittal

**Rail Signal Systems Corporation**

DATE: OCTOBER 23, 2014

2425 Great Southwest Parkway, Fort Worth, TX 76106  
Phone 817.595.3503 Fax 817.595.3594

**TO** Canadian Pacific Railway  
Jim Krieger  
Kurt Hoban  
Ed Harwick  
Kent Law  
Garry Rosin  
Jamie Ruzycki  
Joe Donohue

**FROM** John Cummings  
john.cummings@railsignalsystems.com

PROJECT NO.	SUBJECT	TRANSMITTAL NO.
C-14-1429	Estimate North Owasso Blvd., Shoreview, MN	CPR:1429-8

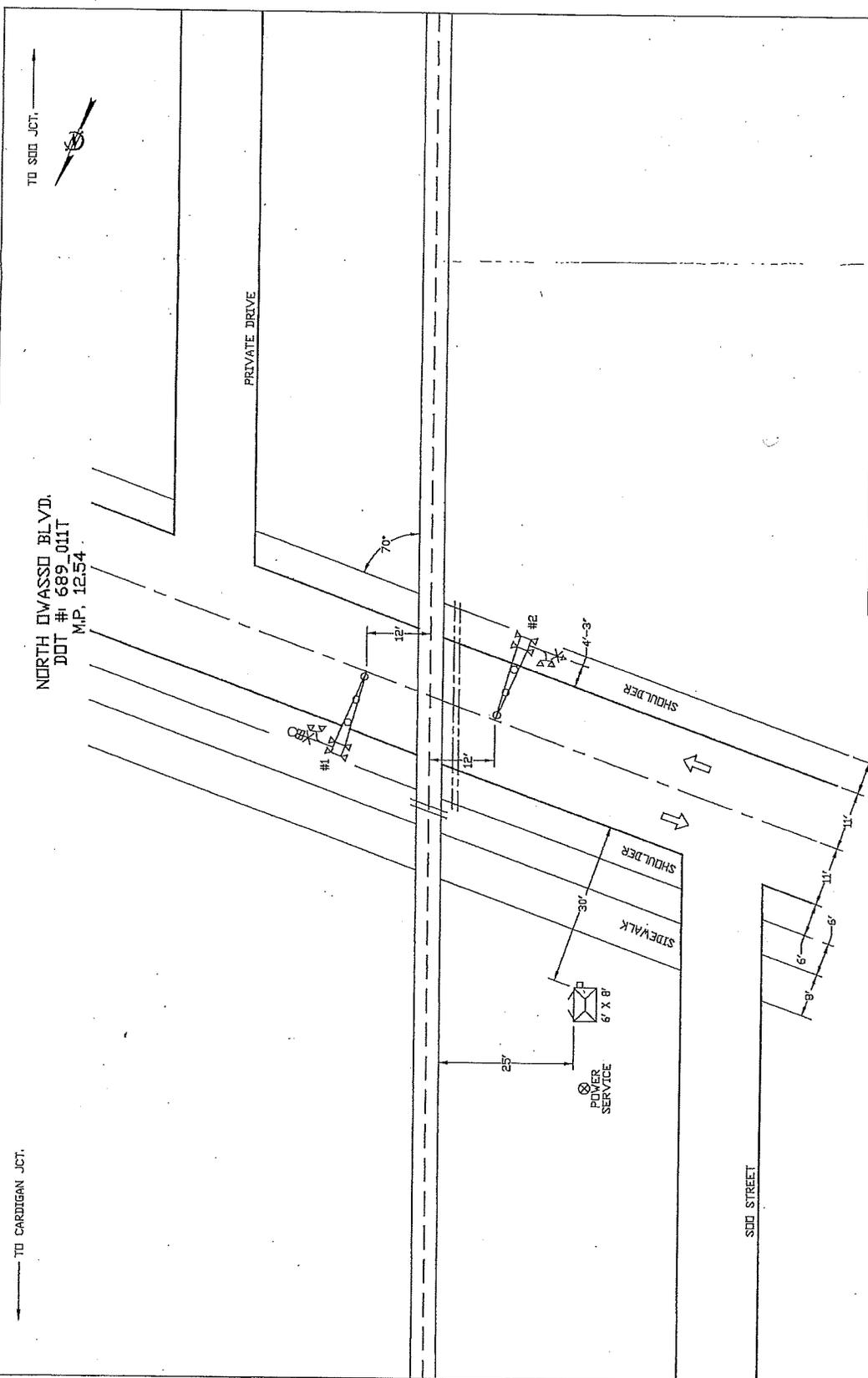
DESCRIPTION	INFORMATION	REFERENCE
Location Information	CROSSING: North Owasso Boulevard NUMBER OF TRACKS: 1 SUBDIVISION: St. Paul MILE POST: 12.54 FRA/AAR DOT No: 689011T COUNTY: Ramsey TOWN/CITY: Shoreview STATE: Minnesota MN-DOT Project ID: tbd	N/A
Funding	PROJECT AUTHORIZATION DATE: Request for Estimate ONLY. PROJECT COMPLETION DATE: Per scheduling & agreement execution in 2015 FUNDING: 100% - City of Little Canada (via MN-DOT) PROJECT CONTACT: Jim Krieger / Mark Maloney City - 651-490-4600 PROJECT: New RR signal system for flash light signals and gates, LED's, CWT, bungalow, etc. City obtained MN-DOT state funds for signal improvements, upgrades and installations for FRA Quiet Zone	

Please contact Customer Service at 817.595.3503 with any questions or comments.

THANK YOU!

425485

214,671



NORTH WASSO BLVD.  
DOT # 689\_011T  
MP. 12.54

PRIVATE DRIVE

6' X 6'

POWER SERVICE

SIDEWALK

SHOULDER

SHOULDER

SOD STREET

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#:	689_011T	LOCATION SKETCH	
DATE:	2014-10-20	NORTH WASSO BLVD, SHOREVIEW, MINNESOTA	
SCALE:	NTS	PLAN NO. STPA012.54PD000_SW	
JOB NO.:	C-14-1429		

TRAIN SPEED: 40 MPH  
CLEARANCE DISTANCE = 32 FT



October 23, 2014

North Owasso Blvd.  
Shoreview, MN (Ramsey County)  
DOT # 689011T  
MP 012.54  
St. Paul Subdivision  
Latitude: 45.042624 Longitude: -93.108157  
RSS Project No. C-14-1429  
MN-DOT Project ID:  
(100% City/MNDOT Funding - Installation 2015)  
10/23/2014 - Rev. 1.0 (Estimate valid for 1 year)

Design Review Document (Rev.1.0)  
General Note: Upgrade Location

1. New 6' x 8' bungalow and foundations.
2. New XP4 Single Track Redundant and with constant warning device, MDSA-1 track surge protection.
3. New NBS-2 termination shunts.
4. New Integrated Crossing Controller with associated interfaces panels and cables.
5. New SEAR/R recording devices.
6. New 2-Way 12" LED light units on flasher masts on G1 & G2.
7. New 1-Way 12" LED light units on flasher masts on G1 & G2
8. New S-60 gate mechanisms and LED gate lights and gate arms on G1 & G2.
9. New flasher foundations on G1 & G2.
10. New electronic bell on G1
11. New battery chargers and batteries.
12. Boring under roadway and track.
13. Install new underground track cables.
14. Install new underground signal cables from bungalow to flashers
15. New underground AC Meter Service and cable from service to shelter.
16. Aggregate for installation around instrument bungalow and flasher.
17. Other materials as required for installation.

# CANADIAN PACIFIC RAILWAY

North Owasso Blvd. - Shoreview, MN (Ramsey County)

DOT # 689011T MP 012.54 (St. Paul Subdivision) Latitude: 45.042624 Longitude: -93.108157  
 RSS Project No. C-14-1429 MN-DOT Project ID: (100% City/MNDOT Funding - Installation 2015)  
 10/23/2014 Rev. 1.0 (Estimate Valid for 1 Year)

LINE NO.	Qty.	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL COST
<b>House (Plans Sheet 1)</b>				
2	1	House, 6'X8', Alum., CP Rail, Far, P/N T17893	10750.00	\$10,750.00
3	1	P.O.E. Light, Gem Power Off, B-Hive T, P/N T18510 (House)	327.55	\$327.55
5	2	Sacrete, Sand-Cement Mixture, P/N 999103-T11146 (House and Gates)	11.08	\$22.16
6	1	DOT Signs (Decals Bungalow)	89.00	\$89.00
7	2	Contact, Magnetic for Door Ala., P/N 409172-T09264 (House and Case)	8.00	\$16.00
8	2	Padlock, CP Rail, American Par (House & Case), P/N 231271-T09993	35.49	\$70.98
9	1	Padlock, Combination, Programm (Container), P/N 409915-T09043	32.75	\$32.75
10	2	Padlock, Hexagon OR Spanner w/... (Gates and Cant.), P/N 030399-16X	37.50	\$75.00
<b>Cantilever (Plans Sheet 1)</b>				
12		Safetran WTF 20' Cantilever	13575.00	\$0.00
13		Pour in Place Foundation for Cantilever	1527.00	\$0.00
14		Concrete Fill for around Cantilever (yards)	100.00	\$0.00
15		FLX-4000 & X-ARM 2-Way, P/N 042001-L40011	2615.43	\$0.00
16		FLX-4000 & X-ARM 1-Way, P/N 042007-	1895.00	\$0.00
17		Cantilever Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$0.00
18		DOT Signs (Flashers)	18.75	\$0.00
19		Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$0.00
<b>Gates (Plans Sheet 1)</b>				
21	2	Mast, "S" 5" X 16'0" Std. Hole, P/N 070519-40AX	1456.81	\$2,913.62
22	2	Gate, Model "S-60", Entrance P/N 074000-W00105	3675.78	\$7,351.56
23	2	KIT, S-40 CP WIRING HARN. A, P/N 074039-24X-CP1	491.85	\$983.70
24	2	FLX-4000 & X-ARM 2-Way, P/N 042003-	2615.43	\$5,230.86
25	2	FLX-4000 & X-ARM 1-Way, P/N 042004-	1895.00	\$3,790.00
26	2	Offset Bracket, 4" sidelight arm, P/N 02438	275.46	\$550.92
27	2	DOT Signs (Flashers) - Emergency Notification Signage P/N T842656	86.67	\$173.34
28	12	Nut, Insulated, P/N 023408-1X	6.67	\$80.04
29	2	Counterweight Kit 32', P/N 070755-1720X3	2186.21	\$4,372.42
30	2	Keeper, Gate Arm, General Signal, P/N 250165-T09225	1884.85	\$3,769.70
31	2	Bracket, High Wind, NEG 191036, P/N 259371-T10128	168.40	\$336.80
32	2	Support, High Wind For Gate As, P/N 076203-518X	125.00	\$250.00
33	2	Sleeve, Extrusion, Gate Arms 1, P/N 076203-6	32.00	\$64.00
34	2	Support, Arm Assy, P/N 070920-211LRX	650.00	\$1,300.00
35	2	Gate Arm, 16'-32' Alum/Fiber, P/N 250938-T11152	400.75	\$801.50
36	2	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$500.00
37	2	Sign, RR Cross, P/N 035200-DXD	460.70	\$921.40
38	2	Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$870.00
39	2	Gate Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$255.80
40	1000	Wire, #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.42	\$420.00
41	2	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$800.00
42	1	Wrench Kit, Torque, P/N 070981-X	241.56	\$241.56
<b>Electrical Grounding (Plans Sheet 1)</b>				
44	10	Rod, Ground 5/8" X 10', P/N 112152-T01991 (House, Case, Gates and Cant.)	27.00	\$270.00
45	10	Connection, 1-Shot Cadweld #SBN, P/N 112026-T01958	9.98	\$99.80

46	350	Wire, #6 Solid Soft Drawn Copp, P/N 400999-T00027	0.90	\$315.00
47		<b>Ground Materials (Plans Sheet 1)</b>		
48	8	Clamp, Ins. Wire W/O Base Ins., P/N 021378-23X	11.21	\$89.68
49	8	Sleeve, Tab Style For 3/16" ST, P/N 0960106-T12346	1.77	\$14.16
50	8	Sleeve, BS/BS, P/N 0960107-T12346	1.07	\$8.56
51	8	Sleeve, #6/BS, P/N 0960108-T12346	1.07	\$8.56
52	8	Web Bonds, P/N 115027-T00149	4.88	\$39.04
53	50	Weld Metal, Cadweld No. SB25, P/N 115026-T00550	1.93	\$96.50
54	12	Terminal, Ring Tongue, Wire Rang, P/N 097000-T00003	1.11	\$13.30
55	8	Clip, Trk. Circuit Retainer, 1, P/N 999026-T08742	4.04	\$32.32
56	550	Bondstrand, Insulation 3/32" D, P/N 021624-3	1.74	\$957.00
57	50	Bond, Joint XS Style SBS-2488-2, P/N 115026-T00148	4.88	\$244.00
58	4	Duct Seal / 5 lb. Bags, P/N 116152-T00151	15.00	\$60.00
59	2	Sealant, Permagem Plastic, P/N 400999-T00185	12.00	\$24.00
60	4	Tubing, Heat Shrink, 6" Long, P/N 116033-T10483	40.00	\$160.00
61	2	Tape, Electrical Vinyl, Cold Wea., P/N 116136-T10734	6.00	\$12.00
62	4	Hose, 2" Dia. X 18" Long, P/N 400999-T010154	5.00	\$20.00
63	1	Broom, Heavy Duty #1003308, P/N 350053-T11934	14.00	\$14.00
64	350	Cable, Underground 2C #6 TW, P/N 099044-T10004 (House and Case)	2.09	\$731.50
65	400	Cable, Underground 10C #14 SO, P/N 099044-T10005 (House and Case)	2.09	\$836.00
66	400	Cable, U.G. 7C #6 Solid Copper, P/N 409244-T06526 (House and Case)0	8.01	\$3,204.00
67	125	Cable, U.G. 3C #2 Solid Copper, P/N 409244-T06525	8.56	\$1,070.00
68	2	Shunts, NBS-2, P/N 0211500-107	375.00	\$750.00
69	4	Foundation, Bungalow, Galvanized 48", P/N T10862-48309	149.31	\$597.24

70		<b>Track Materials (Plans Sheets 1)</b>		
71	0	Insulated Joints, 115 Lb RE	875.00	\$0.00
72	0	Field Welds for Insulated Joints	70.00	\$0.00
73		<b>House Equipment (Plans Sheets 2-20)</b>		
74	1	VLC 9-Slot Chassis, P/N 300752-000	\$2,929.18	\$2,929.18
75	1	VLC Vital Peripheral Master Module,VPM-3,Crossing Exec, P/N 251432-200	\$2,120.28	\$2,120.28
76	1	VLC Central Power Supply, CPS-3, P/N 251456-000	\$590.58	\$590.58
77	1	VLC/XP4 Chassis Information Module,XCI-2, Flash Memory, P/N 251495-000	\$460.77	\$460.77
78	1	XP4 NormaVStandby Module NSM-1, P/N 251346-000	\$870.34	\$870.34
79	2	XP4 Crossing Track Interface Module,XTI-1S, P/N 251336-000	\$3,406.89	\$6,813.78
80	1	XP4 XTI-1S Personality Module, NormaVStandby P/N 227481-000	\$417.98	\$417.98
81	2	XP4 Integrated Crossing Controller Module, IXC-20S, P/N 251384-000	\$2,327.12	\$4,654.24
82	2	XP4 IXC-20S Personality Module,P/N 227546-000	\$421.84	\$843.68
83	1	VLC Vital I/O Module, 8 In/6 Out,VI0-86S,P/N 251380-000	\$2,308.80	\$2,308.80
84	1	VLC VI0-86S Personality Module,P/N 227537-000	\$441.55	\$441.55
85	1	Blank EEPROM,PIN 003662-000	\$15.80	\$15.80
86	1	ElectrologiXS XP4, Field Reference Manual, P/N 100323-010	\$0.00	\$0.00
87	1	ELIXS XP4, CABLE XIP-20 #1, 8', GETS, P/N 075046-001	\$100.57	\$100.57
88	1	ELIXS XP4, CABLE XIP-20 #2, 8', GETS, P/N 075047-001	\$96.76	\$96.76
89	2	ELIXS XP4, CABLE XIP-20B Wall Mount for Panel,GETS, P/N 180611.100	\$88.25	\$176.50
90	2	ELIXS XP4, CABLE XIP-20B Panel, GETS, P/N 227561-100	\$306.63	\$613.26
91	1	VLC Ground Fault Detector, GFD-1, P/N 251333-000	\$618.27	\$618.27
92	1	VLC Control Display Unit, CDU-1, P/N 251124-000	\$383.58	\$383.58
93	1	ELIXS XP4, MDSA-1 Panel, 1 Track, P/N 250204-100	\$368.65	\$368.65
94	0	ELIXS XP4, MDSA-2 Panel, 2 Track, P/N 250675-100	\$641.35	\$0.00
95	0	SSCC III Plus, 40A Crossing, P/N 9000-91190-1101	5878.61	\$0.00
96	1	Event Recorder, SEAR II, CP SOO, P/N 8311-80290-00000	3421.65	\$3,421.65
97	2	ILOD for SEAR II, P/N A80271	582.79	\$1,165.58
98	1	Box, Test, Key for CP Rail., P/N 001876-T11593	681.68	\$681.68
99	1	Knife Switch, Selector, Allen Bradle, P/N 133152-T09990	125.00	\$125.00
100	1	Plate, Legend, Pushbutton Switch, P/N T12967	5.00	\$5.00
101	1	Breaker SGL 20A, P/N 007471-1B	9.95	\$9.95
102	1	Breaker 2-Pole 20A, P/N 007471-1C	21.73	\$21.73
103	2	Charger, ERB-C 12/4001C, P/N 150395-T11922	1195.88	\$2,391.76
104	1	Transformer, 120/24, VAC, Type, P/N 151236-T09992	87.28	\$87.28
105	1	Transformer, 120/5, VAC, P/N T15928	41.40	\$41.40
106	1	Relay, N.V. P&B KUP-14D15-1, P/N 053222-T04010	21.00	\$21.00
107	1	Socket, P&B Relay, For KUP SER, P/N 054222-T09996	11.15	\$11.15
108	2	Clip, Hold Down, Relay, P&B 20C, P/N 053222-T09795	1.02	\$2.04
109	2	Fuse, 5A, FRN-5, P/N 310152-T00391	12.00	\$24.00
110	2	Fuse, 10 AMP, 250 Volt, FRN-R-10, P/N T13212	12.00	\$24.00
111	4	Block, Assy, Fuse, BKLT (CUCA), P/N 027614-1X	67.50	\$270.00
112	2	Protector, Surge SP20-3A, P/N 010807-7AX	228.60	\$457.20
113	11	Panel, Vertical, Blank Faraday, P/N 051883-152	179.35	\$1,972.85
114	2	Panel, Surge, 2 Track, With, P/N 051883-199X1	427.50	\$855.00
115	2	Panel Assy, Vertical Track, P/N 051883-127X1	359.43	\$718.86
116	16	Nut, Insulated, P/N 023408-1X	6.12	\$97.92
117	2	Equalizer without Base, P/N 022700-1X	21.25	\$42.50
118	30	Arrester, Clearview, (CUCA), P/N 022485-28X	18.57	\$557.10
119	1	Arrester, Heavy Duty, Clearview, P/N 022585-1X	49.50	\$49.50
120	70	Link Assembly, Test	3.00	\$210.00
121	70	Link 1"	3.00	\$210.00
122	70	Link, Test 2 3/8" Centers	3.00	\$210.00

123	48	Panduit, E2X3LG6 Taylor #92030, P/N 098152-T00256	2.00	\$96.00
124	48	Cover, Panduit #C2LG6 2"x 6', P/N 098152-T00259	2.00	\$96.00
125	8	Cover, Panduit 1"x 6', P/N 018-06-021	0.57	\$4.56
126	8	Duct Panduit, 1"x3"x6', P/N 018-06-020	2.63	\$21.04
127	6	Resistor, Variable 5 Ohm P/N 029603-2X	42.83	\$256.98
128	2	Resistor, Variable .63 Ohm P/N 029604-2X	42.83	\$85.66
129	12	Block, Terminal, 2-3/8" Center, P/N 023612-1X	7.00	\$84.00
130	2	Block, Terminal, 12, P/N 023274-501X	15.00	\$30.00
131	2	Block, Terminal 12 Post, P/N 023390-12X	15.00	\$30.00
132	2	Connector, 1/2" Straight, P/N 409152-T09455	4.00	\$8.00
133	800	Wire #16 Okonite T.C Blue #11, P/N 099056-T01538	0.25	\$200.00
134	1000	Wire #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.45	\$450.00
135	150	Wire #10 Green, Insulated, TH..., P/N 099152-T08707	0.34	\$51.00
136	50	Wire #6 AWG, Stranded Copper..., P/N 099152-T06958	0.79	\$39.50
137	60	Terminal, #12-10, 1/4" Binding, P/N 097769-T02961	0.35	\$21.00
138	50	Terminal, AMP, 16/14 HD, AWG.S, P/N 091769-T06180	0.90	\$45.00
139	16	Lug, #6 Battery, For Alcad Bat, P/N 091643-T08694	0.80	\$12.80
140	34	Conduit, 1/2" Flex, Metal, P/N 409152-T09456	0.69	\$23.46
141	1	Cover, Handy Box	1.00	\$1.00
142	1	Box, Wall Mount, Allen Bradley, P/N 001152-T09991	94.00	\$94.00
143	1	Box 2x4 Outlet, P/N 7200	3.00	\$3.00
144	5	Connector, Flex Conduit, 1/2" 90, P/N T12975	3.00	\$15.00
145	19	Battery, NI-CAD, 250 AH, SPL, WTH, P/N 171023-T09987	257.55	\$4,893.45
146	1	Gate Torque Kit, P/N 070981-X	349.50	\$349.50
147	1	Network Termination Unit, P/N 8000-80078-0001	118.56	\$118.56
148	0	RACK, SWING-OUT "ST" RELAY, TP/V 05834	250.50	\$0.00
149	0	RELAY, TYPE "ST" NEUTRAL - P/N 40000	675.75	\$0.00
150	0	DC Track Converter Model 2TC	570.75	\$0.00
151	0	Culvert, P/N T38583	1500.00	\$0.00
152	0	Guard Rail, P/N T39479	2025.00	\$0.00
153	0	Signs, 2 Track with hardware, P/N T23134	157.85	\$0.00
154			Total:	\$102,565.55

LINE NO.	Qty	DESCRIPTION OF LABOR/EQUIPMENT	UNIT COST	TOTAL COST
1		CANADIAN PACIFIC RAILWAY LABOR		
2	120	Signal Gang, Foreman	33.66	\$4,039.20
3		Signal Gang, Foreman, Overtime	50.49	\$0.00
4	120	Signal Gang, Lead Signalman	29.92	\$3,590.40
5		Signal Gang, Assistant Foreman, Overtime	44.88	\$0.00
6	120	Signal Gang, Signalman	29.33	\$3,519.60
7		Signal Gang, Signalman, Overtime	44.00	\$0.00
8	240	Signal Gang, Assistant Signalman	26.82	\$6,436.80
9		Signal Gang, Assistant Signalman, Overtime	40.23	\$0.00
10	24	Signal Supervisor	40.89	\$981.36
11	40	Accounting/Billing Clerk	21.66	\$866.40
12	0	Track Gang, Foreman	29.32	\$0.00
13	0	Track Gang, Laborers	24.22	\$0.00
14	0	Track Welders	28.10	\$0.00
15				
16		SUBTOTAL CPR DIRECT LABOR:		\$19,433.76
17		RAIL SIGNAL SYSTEM LABOR		
18	38	Senior Signal Engineer	110.85	\$4,212.44
19	19	Signal Engineer	99.77	\$1,895.56
20	24	Project Engineer	74.27	\$1,763.82
21	28	Project Manager	69.84	\$1,938.04
22	24	Project Administrator	49.88	\$1,197.07
23	19	Comptroller	66.51	\$1,263.77
24	48	Senior Design Technician	49.88	\$2,369.21
25	10	Billing Clerk	39.90	\$379.07
26				
27		SUBTOTAL RSS DIRECT LABOR:		\$15,018.98
28		CANADIAN PACIFIC RAILWAY TRAVEL		
29		Employee Airfare		\$0.00
30	60	Employee Meals (Per Diem)	35.00	\$2,100.00
31	60	Employee Travel & Lodging (Per Diem)	50.00	\$3,000.00
32				
33		SUBTOTAL CPR TRAVEL:		\$5,100.00
34		CANADIAN PACIFIC RAILWAY EQUIPMENT		
35		Truck, Pickup, 1 Ton, Crew Cab		
36	24	Hourly	12.50	\$300.00
37		Daily	125.00	\$0.00
38		Weekly	500.00	\$0.00
39				
40		Truck, Pickup, with Hyrail		
41	120	Hourly	15.60	\$1,872.00
42		Daily	156.00	\$0.00
43		Weekly	624.00	\$0.00
44				
45		Truck, Diesel, Boom, Telescoping		
46	120	Hourly	80.10	\$9,612.00
47		Daily	801.00	\$0.00
48		Weekly	3,204.00	\$0.00
49				
50		Backhoe, 4WD, 70 HP		



76		OUTSIDE SERVICES EXPENSES		
77	100	Boring, 4" Schedule 80 PVC, per foot	45.00	\$4,500.00
78	1	Rock, SB2, Fill Dirt	1,250.00	\$1,250.00
79	1	AC Meter Service	3,500.00	\$3,500.00
80	120	Safetran Shop Wiring & Testing	90.00	\$10,800.00
81	10	Engineering Check	93.00	\$930.00
82		Engineering Check, PE fee	1,875.00	\$0.00
83		Curb installation		\$0.00
84				
85	735	Freight Miles (Containers)	8.75	\$6,431.25
86		Freight Miles (Flatbed Truck for Delivery of Cantilevers)	4.88	\$0.00
87	1	Container Drop Charge	350.00	\$350.00
88	1	Container Cleanout	380.00	\$380.00
89	120	Container Useage Days @ \$11.00	11.00	\$1,320.00
90	2	Gate Carts	50.00	\$100.00
91				
92				
93				
		SUBTOTAL OUTSIDE SERVICES:		\$29,561.25
		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:		\$51,911.25

LINE NO.	Qty.	SUMMARY OF PROJECT TOTAL ESTIMATE	UNIT COST	TOTAL COST
		SUBTOTAL MATERIAL:	102,565.55	\$102,565.55
1	1			
		TAXES:	6.00%	\$6,153.93
2	1			
		SUBTOTAL RSS DIRECT LABOR:	15,018.98	\$15,018.98
3	1			
		RSS PROFIT:	12.00%	\$1,802.28
4	1			
		SUBTOTAL CPR DIRECT LABOR:	19,433.76	\$19,433.76
5	1			
		CPR DIRECT LABOR ADDITIVES RATE:	77.08%	\$14,979.54
6	1			
		CPR GENERAL LIABILITY INSURANCE RATE:	14.44%	\$2,806.23
7	1			
		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	51,911.25	\$51,911.25
8	1			
		PROJECT TOTAL:		\$214,671.53
9				

## 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.

## **8. 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.

## **9. 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, MnDOT 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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 America**

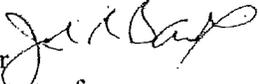


U.S. Department  
of Transportation  
Federal Highway  
Administration

# 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.

## 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 design, construct and equip highway railroad warning devices and associated safety improvements 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 government of the United States and any agency or department thereof in the construction, improvement, enhancement and maintenance of transportation in the state of Minnesota and may comply with the provisions of the laws of the United States and any regulations made thereunder for the expenditure of federal moneys; and

WHEREAS, the City has obtained federal-aid through a separate grant agreement with the State of Minnesota for the purpose of eliminating hazards at railroad grade crossings; and

WHEREAS, The CITY has obtained State of Minnesota General Obligation bonds under Laws of 2014, Chapter, 294, Section 16, Subdivision 5(b)(2) to finance a portion of the project; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties agree as follows:

SECTION 1. The following Exhibits are incorporated and made a part of this agreement:

- Exhibit A, Plan Drawings
- Exhibit B, Cost Estimate
- Exhibit C, Standard Provisions
- Exhibit C-1, Special Provisions
- Exhibit D, Buy America Memo dated December 21, 2012

The requirements of the "Buy America" 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 its 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.

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 Jerrold Avenue, 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		\$0.00
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.

SECTION 7. The following terms from Exhibit C, "Standard Provisions for Highway-Railroad Agreements" are deleted in their entirety: Section 4, Section 5, Section 6, and Section 7.

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: JUNE 1, 2015 APPROVED: JUNE 3, 2015

CITY of SHOREVIEW, MN

SOO LINE RAILROAD COMPANY

By: [Signature]

By: [Signature]

Attest: [Signature]

Attest: [Signature]

Date: JUNE 1, 2015

Date: JUNE 3, 2015

**Exhibit A Plan Drawing**



FIGURE B  
DOT #689012A  
MP 12.72

JERROLD AVENUE  
Shoreview, Minnesota

0 25 50 100 Feet

**NOTES:**  
 1. This map is for informational purposes only and does not constitute a contract. The user assumes all responsibility for the use of this map.  
 2. The user agrees to hold the provider harmless for any and all damages, including but not limited to, direct, indirect, and consequential damages, arising from the use of this map.  
 3. The user agrees to indemnify and hold the provider harmless for any and all damages, including but not limited to, direct, indirect, and consequential damages, arising from the use of this map.  
 4. The user agrees to release and hold the provider harmless for any and all damages, including but not limited to, direct, indirect, and consequential damages, arising from the use of this map.

**Exhibit B Cost Estimate**

Signal work (see attached)	\$210,784.74
Total	\$210,784.74



Transmittal

Rail Signal Systems Corporation

DATE: OCTOBER 2, 2014

2425 Great Southwest Parkway, Fort Worth, TX 76106  
Phone 817.595.3503 Fax 817.595.3594

TO Canadian Pacific Railway  
Jim Krieger  
Kurt Hoban  
Ed Harwick  
Kent Law  
Garry Rosin  
Jamie Ruzycki  
Joe Donohue

FROM John Cummings  
john.cummings@railsignalsystems.com

PROJECT NO.	SUBJECT	TRANSMITTAL NO.
C-14-1428	Estimate Jerrold Avenue, Shoreview, MN	CPR:1428-8

DESCRIPTION	INFORMATION	REFERENCE
Location Information	CROSSING: Jerrold Avenue NUMBER OF TRACKS: 1 SUBDIVISION: St. Paul MILE POST: 12.71 FRA/AAR DOT No: 689012A COUNTY: Ramsey TOWN/CITY: Shoreview STATE: Minnesota MN-DOT Project ID: tbd PROJECT AUTHORIZATION DATE: Request for Estimate ONLY. PROJECT COMPLETION DATE: Per scheduling & agreement execution in 2015	N/A
Funding	FUNDING: 100% - City of Shoreview (via MN-DOT) PROJECT CONTACT: Jim Krieger/Mark Maloney City - 651-490-4600 PROJECT: New RR signal system for flash light signals and gates, LED's, CWT, bungalow, etc. City obtained MN-DOT state funds for signal improvements, upgrades and installations for FRA Quiet Zone.	

Please contact Customer Service at 817.595.3503 with any questions or comments.

THANK YOU!

210 784



**Rail  
Signal  
Systems**

October 1, 2014

Jerrold Ave.  
Shoreview, MN  
Ramsey County  
DOT # 689012A  
MP 012.71  
St. Paul Subdivision  
Latitude: 45.0400010 Longitude: -93.1066970  
RSS Project No. C-14-1428  
MN-DOT Project ID:  
(100% City/MNDOT Funding - Installation 2015)  
10/01/2014 Rev. 1.0

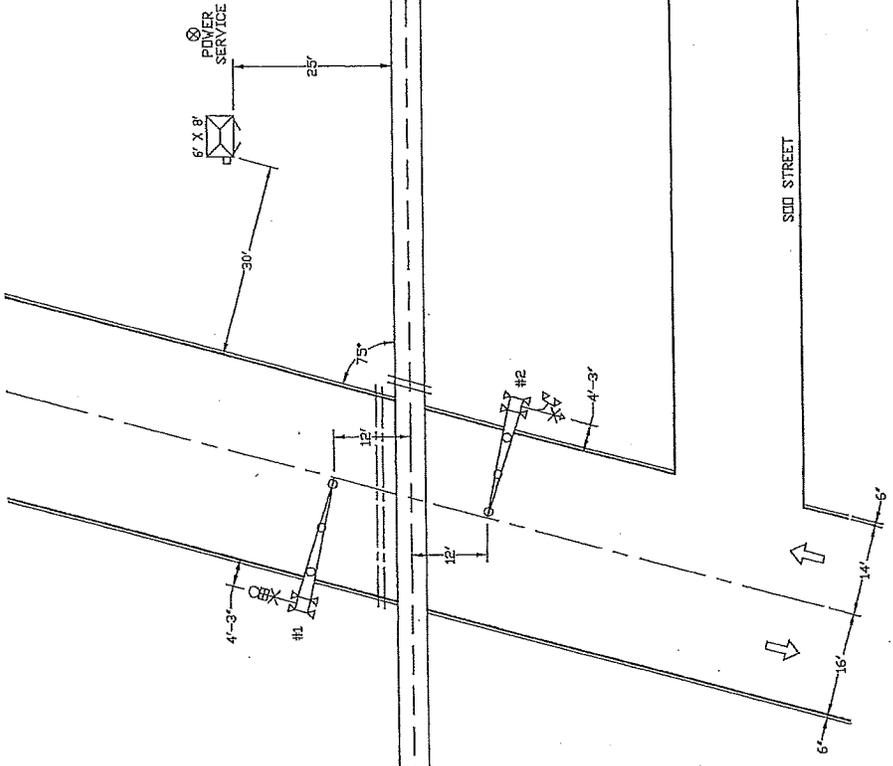
Design Review Document (Rev.1.0)  
General Note: Upgrade Location

1. New 6' x 8' bungalow and foundations.
2. New XP4 Single Track Redundant and with constant warning device, MDSA-1 track surge protection.
3. New NBS-2 termination shunts.
4. New Integrated Crossing Controller with associated interfaces panels and cables.
5. New SEAR/R recording devices.
6. New 2-Way 12" LED light units on flasher masts on G1 & G2.
7. New 1-Way 12" LED light unit and offset bracket on flasher mast on G2.
8. New S-60 gate mechanisms and LED gate lights and gate arms on G1 & G2.
9. New flasher foundations on G1 & G2.
10. New electronic bells on G1
11. New battery chargers and batteries.
12. Boring under roadway and track.
13. Install new underground track cables.
14. Install new underground signal cables from bungalow to flashers
15. New underground AC Meter Service and cable from service to shelter.
16. Aggregate for installation around instrument bungalow and flasher.
17. Other materials as required for installation.

TO SOD JCT. →

← TO CARLISLE JCT.

JERROLD AVENUE  
DOT # 689\_012A  
MP, 12.71



CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#	689_012A	LOCATION SKETCH	
DATE	2014-09-30	JERROLD AVENUE	
SCALE	NTS	SHOREVIEW, MINNESOTA	
JOB NO.	C-14-1428	PLAN NO.	STPA012.71PA000_SW

TRAIN SPEED: 40 MPH  
CLEARANCE DISTANCE = 23 FT

# CANADIAN PACIFIC RAILWAY

Jerrold Ave. - Shoreview, MN (Ramsey County)

DOT # 689012A MP 012.71 (St. Paul Subdivision) Latitude: 45.0400010 Longitude: -93.1066970  
 RSS Project No. C-14-1428 MN-DOT Project ID: (100% City/MNDOT Funding - Installation 2015).  
 10/01/2014 Rev. 1.0

LINE NO.	Qty	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL COST
<b>House (Plans Sheet 1)</b>				
1		House (Plans Sheet 1)		
2	1	House, 6'X8', Alum., CP Rail, Far, P/N T17893	10750.00	\$10,750.00
3	1	P.O.E. Light, Gem Power Off, B-Hive T, P/N T18510 (House)	327.55	\$327.55
5	2	Sacrete, Sand-Cement Mixture, P/N 999103-T11146 (House and Gates)	11.08	\$22.16
6	1	DOT Signs (Decals Bungalow)	89.00	\$89.00
7	2	Contact, Magnetic for Door Ala., P/N 409172-T09264 (House and Case)	8.00	\$16.00
8	2	Padlock, CP Rail, American Par (House & Case), P/N 231271-T09993	35.49	\$70.98
9	1	Padlock, Combination, Programm (Container), P/N 409915-T09043	32.75	\$32.75
10	2	Padlock, Hexagon OR Spanner w/...(Gates and Cant.), P/N 030399-16X	37.50	\$75.00
<b>Cantilever (Plans Sheet 1)</b>				
11		Cantilever (Plans Sheet 1)		
12		Safetran WTF 20' Cantilever	13575.00	\$0.00
13		Pour in Place Foundation for Cantilever	1527.00	\$0.00
14		Concrete Fill for around Cantilever (yards)	100.00	\$0.00
15		FLX-4000 & X-ARM 2-Way, P/N 042001-L40011	2615.43	\$0.00
16		FLX-4000 & X-ARM 1-Way, P/N 042007-	1895.00	\$0.00
17		Cantilever Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$0.00
18		DOT Signs (Flashers)	18.75	\$0.00
19		Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$0.00
<b>Gates (Plans Sheet 1)</b>				
20		Gates (Plans Sheet 1)		
21	2	Mast, "S" 5" X 16'0" Std. Hole, P/N 070519-40AX	1456.81	\$2,913.62
22	2	Gate, Model "S-60", Entrance P/N 074000-W00105	3675.78	\$7,351.56
23	2	KIT, S-40 CP WIRING HARN. A, P/N 074039-24X-CP1	491.85	\$983.70
24	2	FLX-4000 & X-ARM 2-Way, P/N 042003-	2615.43	\$5,230.86
25	1	FLX-4000 & X-ARM 1-Way, P/N 042004-	1895.00	\$1,895.00
26	1	Offset Bracket, 4" sidelight arm, P/N 02438	275.46	\$275.46
27	2	DOT Signs (Flashers) - Emergency Notification Signage P/N T842656	86.67	\$173.34
28	12	Nut, Insulated, P/N 023408-1X	6.67	\$80.04
29	2	Counterweight Kit 32', P/N 070755-1720X3	2186.21	\$4,372.42
30	2	Keeper, Gate Arm, General Signal, P/N 250165-T09225	1884.85	\$3,769.70
31	2	Bracket, High Wind, NEG 191036, P/N 259371-T10128	168.40	\$336.80
32	2	Support, High Wind For Gate As, P/N 076203-518X	125.00	\$250.00
33	2	Sleeve, Extrusion, Gate Arms 1, P/N 076203-6	32.00	\$64.00
34	2	Support, Arm Assy, P/N 070920-211LRX	650.00	\$1,300.00
35	2	Gate Arm, 16'-32' Alum/Fiber, P/N 250938-T11152	400.75	\$801.50
36	2	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$500.00
37	2	Sign, RR Cross, P/N 035200-DXD	460.70	\$921.40
38	1	Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$435.00
39	2	Gate Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$255.80
40	1000	Wire, #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.42	\$420.00
41	2	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$800.00
42	1	Wrench Kit, Torque, P/N 070981-X	241.56	\$241.56
<b>Electrical Grounding (Plans Sheet 1)</b>				
43		Electrical Grounding (Plans Sheet 1)		
44	10	Rod, Ground 5/8" X 10', P/N 112152-T01991 (House, Case, Gates and Cant.)	27.00	\$270.00
45	10	Connection, 1-Shot Cadweld #SBN, P/N 112026-T01958	9.98	\$99.80

46	350	Wire, #6 Solid Soft Drawn Copp, P/N 400999-T00027	0.90	\$315.00
47		<b>Ground Materials (Plans Sheet 1)</b>		
48	8	Clamp, Ins. Wire W/O Base Ins., P/N 021378-23X	11.21	\$89.68
49	8	Sleeve, Tab Style For 3/16" ST, P/N 0960106-T12346	1.77	\$14.16
50	8	Sleeve, BS/BS, P/N 0960107-T12346	1.07	\$8.56
51	8	Sleeve, #6/BS, P/N 0960108-T12346	1.07	\$8.56
52	8	Web Bonds, P/N 115027-T00149	4.88	\$39.04
53	50	Weld Metal, Cadweld No. SB25, P/N 115026-T00550	1.93	\$96.50
54	12	Terminal, Ring Tongue, Wire Rang, P/N 097000-T00003	1.11	\$13.30
55	8	Clip, Trk. Circuit Retainer, 1, P/N 999026-T08742	4.04	\$32.32
56	550	Bondstrand, Insulation 3/32" D, P/N 021624-3	1.74	\$957.00
57	50	Bond, Joint XS Style SBS-2488-2, P/N 115026-T00148	4.88	\$244.00
58	4	Duct Seal / 5 lb. Bags, P/N 116152-T00151	15.00	\$60.00
59	2	Sealant, Permagum Plastic, P/N 400999-T00185	12.00	\$24.00
60	4	Tubing, Heat Shrink, 6" Long, P/N 116033-T10483	40.00	\$160.00
61	2	Tape, Electrical Vinyl, Cold Wea., P/N 116136-T10734	6.00	\$12.00
62	4	Hose, 2" Dia. X 18" Long, P/N 400999-T010154	5.00	\$20.00
63	1	Broom, Heavy Duty #1003308, P/N 350053-T11934	14.00	\$14.00
64	350	Cable, Underground 2C #6 TW, P/N 099044-T10004 (House and Case)	2.09	\$731.50
65	400	Cable, Underground 10C #14 SO, P/N 099044-T10005 (House and Case)	2.09	\$836.00
66	400	Cable, U.G. 7C #6 Solid Copper, P/N 409244-T06526 (House and Case)0	8.01	\$3,204.00
67	125	Cable, U.G. 3C #2 Solid Copper, P/N 409244-T06525	8.56	\$1,070.00
68	2	Shunts, NBS-2, P/N 0211500-107	375.00	\$750.00
69	4	Foundation, Bungalow, Galvanized 48", P/N T10862-48309	149.31	\$597.24

70 Track Materials (Plans Sheets 1)				
71	0	Insulated Joints, 115 Lb RE	875.00	\$0.00
72	0	Field Welds for Insulated Joints	70.00	\$0.00
73 House Equipment (Plans Sheets 2-20)				
74	1	VLC 9-Slot Chassis, P/N 300752-000	\$2,929.18	\$2,929.18
75	1	VLC Vital Peripheral Master Module,VPM-3,Crossing Exec, P/N 251432-200	\$2,120.28	\$2,120.28
76	1	VLC Central Power Supply, CPS-3, P/N 251456-000	\$590.58	\$590.58
77	1	VLC/XP4 Chassis Information Module,XCI-2, Flash Memory, P/N 251495-000	\$460.77	\$460.77
78	1	XP4 NormaVStandby Module NSM-1, P/N 251346-000	\$870.34	\$870.34
79	2	XP4 Crossing Track Interface Module,XTI-1S, P/N 251336-000	\$3,406.89	\$6,813.78
80	1	XP4 XTI-1S Personality Module, NormaVStandby P/N 227481-000	\$417.98	\$417.98
81	2	XP4 Integrated Crossing Controller Module, IXC-20S, P/N 251384-000	\$2,327.12	\$4,654.24
82	2	XP4 IXC-20S Personality Module,P/N 227546-000	\$421.84	\$843.68
83	1	VLC Vital I/O Module, 8 In/6 Out,VI0-86S,P/N 251380-000	\$2,308.80	\$2,308.80
84	1	VLC VI0-86S Personality Module,P/N 227537-000	\$441.55	\$441.55
85	1	Blank EEPROM,PIN 003662-000	\$15.80	\$15.80
86	1	ElectrologIXS XP4, Field Reference Manual, P/N 100323-010	\$0.00	\$0.00
87	1	ELIXS XP4, CABLE XIP-20 #1, 8', GETS, P/N 075046-001	\$100.57	\$100.57
88	1	ELIXS XP4, CABLE XIP-20 #2, 8', GETS, P/N 075047-001	\$96.76	\$96.76
89	2	ELIXS XP4, CABLE XIP-20B Wall Mount for Panel, GETS, P/N 180611.100	\$88.25	\$176.50
90	2	ELIXS XP4, CABLE XIP-20B Panel, GETS, P/N 227561-100	\$306.63	\$613.26
91	1	VLC Ground Fault Detector, GFD-1, P/N 251333-000	\$618.27	\$618.27
92	1	VLC Control Display Unit, CDU-1, P/N 251124-000	\$383.58	\$383.58
93	1	ELIXS XP4, MDSA-1 Panel, 1 Track, P/N 250204-100	\$368.65	\$368.65
94	0	ELIXS XP4, MDSA-2 Panel, 2 Track, P/N 250675-100	\$641.35	\$0.00
95	0	SSCC III Plus, 40A Crossing, P/N 9000-91190-1101	5878.61	\$0.00
96	1	Event Recorder, SEAR II, CP SOO, P/N 8311-80290-00000	3421.65	\$3,421.65
97	2	ILOD for SEAR II, P/N A80271	582.79	\$1,165.58
98	1	Box, Test, Key for CP Rail., P/N 001876-T11593	681.68	\$681.68
99	1	Knife Switch, Selector, Allen Bradle, P/N 133152-T09990	125.00	\$125.00
100	1	Plate, Legend, Pushbutton Switch, P/N T12967	5.00	\$5.00
101	1	Breaker SGL 20A, P/N 007471-1B	9.95	\$9.95
102	1	Breaker 2-Pole 20A, P/N 007471-1C	21.73	\$21.73
103	2	Charger, ERB-C 12/4001C, P/N 150395-T11922	1195.88	\$2,391.76
104	1	Transformer, 120/24, VAC, Type, P/N 151236-T09992	87.28	\$87.28
105	1	Transformer, 120/5, VAC, P/N T15928	41.40	\$41.40
106	1	Relay, N.V. P&B KUP-14D15-1, P/N 053222-T04010	21.00	\$21.00
107	1	Socket, P&B Relay, For KUP SER, P/N 054222-T09996	11.15	\$11.15
108	2	Clip, Hold Down, Relay, P&B 20C, P/N 053222-T09795	1.02	\$2.04
109	2	Fuse, 5A, FRN-5, P/N 310152-T00391	12.00	\$24.00
110	2	Fuse, 10 AMP, 250 Volt, FRN-R-10, P/N T13212	12.00	\$24.00
111	4	Block, Assy, Fuse, BKLT (CUCA), P/N 027614-1X	67.50	\$270.00
112	2	Protector, Surge SP20-3A, P/N 010807-7AX	228.60	\$457.20
113	11	Panel, Vertical, Blank Faraday, P/N 051883-152	179.35	\$1,972.85
114	2	Panel, Surge, 2 Track, With, P/N 051883-199X1	427.50	\$855.00
115	2	Panel Assy, Vertical Track, P/N 051883-127X1	359.43	\$718.86
116	16	Nut, Insulated, P/N 023408-1X	6.12	\$97.92
117	2	Equalizer without Base, P/N 022700-1X	21.25	\$42.50
118	30	Arrester, Clearview, (CUCA), P/N 022485-28X	18.57	\$557.10
119	1	Arrester, Heavy Duty, Clearview, P/N 022585-1X	49.50	\$49.50
120	70	Link Assembly, Test	3.00	\$210.00
121	70	Link 1"	3.00	\$210.00
122	70	Link, Test 2 3/8" Centers	3.00	\$210.00

123	48	Panduit, E2X3LG6 Taylor #92030, P/N 098152-T00256	2.00	\$96.00
124	48	Cover, Panduit #C2LG6 2"x 6', P/N 098152-T00259	2.00	\$96.00
125	8	Cover, Panduit 1"x 6', P/N 018-06-021	0.57	\$4.56
126	8	Duct Panduit, 1"x3"x6', P/N 018-06-020	2.63	\$21.04
127	6	Resistor, Variable 5 Ohm P/N 029603-2X	42.83	\$256.98
128	2	Resistor, Variable .63 Ohm P/N 029604-2X	42.83	\$85.66
129	12	Block, Terminal, 2-3/8" Center, P/N 023612-1X	7.00	\$84.00
130	2	Block, Terminal, 12, P/N 023274-501X	15.00	\$30.00
131	2	Block, Terminal 12 Post, P/N 023390-12X	15.00	\$30.00
132	2	Connector, 1/2" Straight, P/N 409152-T09455	4.00	\$8.00
133	800	Wire #16 Okonite T.C Blue #11, P/N 099056-T01538	0.25	\$200.00
134	1000	Wire #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.45	\$450.00
135	150	Wire #10 Green, Insulated, TH..., P/N 099152-T08707	0.34	\$51.00
136	50	Wire #6 AWG, Stranded Copper..., P/N 099152-T06958	0.79	\$39.50
137	60	Terminal, #12-10, 1/4" Binding, P/N 097769-T02961	0.35	\$21.00
138	50	Terminal, AMP, 16/14 HD, AWG.S, P/N 091769-T06180	0.90	\$45.00
139	16	Lug, #6 Battery, For Alcad Bat, P/N 091643-T08694	0.80	\$12.80
140	34	Conduit, 1/2" Flex, Metal, P/N 409152-T09456	0.69	\$23.46
141	1	Cover, Handy Box	1.00	\$1.00
142	1	Box, Wall Mount, Allen Bradley, P/N 001152-T09991	94.00	\$94.00
143	1	Box 2x4 Outlet, P/N 7200	3.00	\$3.00
144	5	Connector, Flex Conduit, 1/2" 90, P/N T12975	3.00	\$15.00
145	19	Battery, NI-CAD, 250 AH, SPL., WTH, P/N 171023-T09987	257.55	\$4,893.45
146	1	Gate Torque Kit, P/N 070981-X	349.50	\$349.50
147	1	Network Termination Unit, P/N 8000-80078-0001	118.56	\$118.56
148	0	RACK, SWING-OUT "ST" RELAY, TP/V 05834	250.50	\$0.00
149	0	RELAY, TYPE "ST" NEUTRAL - P/N 40000	675.75	\$0.00
150	0	DC Track Converter Model 2TC	570.75	\$0.00
151	0	Culvert, P/N T38583	1500.00	\$0.00
152	0	Guard Rail, P/N T39479	2025.00	\$0.00
153	0	Signs, 2 Track with hardware, P/N T23134	157.85	\$0.00
154			Total:	\$99,960.09

LINE NO.	Qty	DESCRIPTION OF LABOR/EQUIPMENT	UNIT COST	TOTAL COST
1		<b>CANADIAN PACIFIC RAILWAY LABOR</b>		
2	120	Signal Gang, Foreman	33.66	\$4,039.20
3		Signal Gang, Foreman, Overtime	50.49	\$0.00
4	120	Signal Gang, Lead Signalman	29.92	\$3,590.40
5		Signal Gang, Assistant Foreman, Overtime	44.88	\$0.00
6	120	Signal Gang, Signalman	29.33	\$3,519.60
7		Signal Gang, Signalman, Overtime	44.00	\$0.00
8	240	Signal Gang, Assistant Signalman	26.82	\$6,436.80
9		Signal Gang, Assistant Signalman, Overtime	40.23	\$0.00
10	24	Signal Supervisor	40.89	\$981.36
11	40	Accounting/Billing Clerk	21.66	\$866.40
12	0	Track Gang, Foreman	29.32	\$0.00
13	0	Track Gang, Laborers	24.22	\$0.00
14	0	Track Welders	28.10	\$0.00
15				
16		SUBTOTAL CPR DIRECT LABOR:		\$19,433.76
17		<b>RAIL SIGNAL SYSTEM LABOR</b>		
18	38	Senior Signal Engineer	110.85	\$4,212.44
19	19	Signal Engineer	99.77	\$1,895.56
20	24	Project Engineer	74.27	\$1,763.82
21	28	Project Manager	69.84	\$1,938.04
22	24	Project Administrator	49.88	\$1,197.07
23	19	Comptroller	66.51	\$1,263.77
24	48	Senior Design Technician	49.88	\$2,369.21
25	10	Billing Clerk	39.90	\$379.07
26				
27		SUBTOTAL RSS DIRECT LABOR:		\$15,018.98
28		<b>CANADIAN PACIFIC RAILWAY TRAVEL</b>		
29		Employee Airfare		\$0.00
30	60	Employee Meals (Per Diem)	35.00	\$2,100.00
31	60	Employee Travel & Lodging (Per Diem)	50.00	\$3,000.00
32				
33		SUBTOTAL CPR TRAVEL:		\$5,100.00
34		<b>CANADIAN PACIFIC RAILWAY EQUIPMENT</b>		
35		Truck, Pickup, 1 Ton, Crew Cab		
36	24	Hourly	12.50	\$300.00
37		Daily	125.00	\$0.00
38		Weekly	500.00	\$0.00
39				
40		Truck, Pickup, with Hyrail		
41	120	Hourly	15.60	\$1,872.00
42		Daily	156.00	\$0.00
43		Weekly	624.00	\$0.00
44				
45		Truck, Diesel, Boom, Telescoping		
46	120	Hourly	80.10	\$9,612.00
47		Daily	801.00	\$0.00
48		Weekly	3,204.00	\$0.00
49				
50		Backhoe, 4WD, 70 HP		



76		OUTSIDE SERVICES EXPENSES		
77	75	Boring, 4" Schedule 80 PVC, per foot	45.00	\$3,375.00
78	1	Rock, SB2, Fill Dirt	1,250.00	\$1,250.00
79	1	AC Meter Service	3,500.00	\$3,500.00
80	120	Safetran Shop Wiring & Testing	90.00	\$10,800.00
81	10	Engineering Check	93.00	\$930.00
82		Engineering Check, PE fee	1,875.00	\$0.00
83		Curb installation		\$0.00
84				
85	735	Freight Miles (Containers)	8.75	\$6,431.25
86		Freight Miles (Flatbed Truck for Delivery of Cantilevers)	4.88	\$0.00
87	1	Container Drop Charge	350.00	\$350.00
88	1	Container Cleanout	380.00	\$380.00
89	120	Container Useage Days @ \$11.00	11.00	\$1,320.00
90	2	Gate Carts	50.00	\$100.00
91				
92		SUBTOTAL OUTSIDE SERVICES:		\$28,436.25
93				
		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:		\$50,786.25

LINE NO	Qty	SUMMARY OF PROJECT TOTAL ESTIMATE	UNIT COST	TOTAL COST
1	1			
		SUBTOTAL MATERIAL:	99,960.09	\$99,960.09
2	1			
		TAXES:	6.00%	\$5,997.61
3	1			
		SUBTOTAL RSS DIRECT LABOR:	15,018.98	\$15,018.98
4	1			
		RSS PROFIT:	12.00%	\$1,802.28
5	1			
		SUBTOTAL CPR DIRECT LABOR:	19,433.76	\$19,433.76
6	1			
		CPR DIRECT LABOR ADDITIVES RATE:	77.08%	\$14,979.54
7	1			
		CPR GENERAL LIABILITY INSURANCE RATE:	14.44%	\$2,806.23
8	1			
		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	50,786.25	\$50,786.25
9				
		PROJECT 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 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.

## **8. 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.

## **9. 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, MnDOT 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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 America**

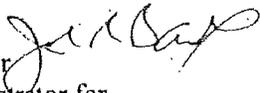


U.S. Department  
of Transportation  
Federal Highway  
Administration

# 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.

**Amendment No 1  
To  
Railroad Signal Agreement**

**North Owasso Boulevard  
DOT # 689011T  
RR MP 12.54 St Paul Subdivision  
Shoreview MN**

The City of Shoreview Minnesota and the SOO Line Railroad do business as Canadian Pacific Railway enter into a railroad signal agreement for the installation of new railroad signals with gates on June 3, 2015.

WHEREAS, the agreement between the City and Canadian Pacific Railway signed June 3, 2015 should be revised as follows:

- 1) The seventh WHEREAS on page one is replaced with:

“WHEREAS, The CITY has obtained State of Minnesota General Obligation bonds under Laws of 2015, Chapter 294, Article 1, Section 16, Subdivision 5(b)(2), and amended in the Laws of 2015, 1<sup>st</sup> Special Session Chapter 5, Article 3, Section 13, pursuant to the terms of a General Obligation Bond Proceeds Grant Agreement – Construction Grant for the City of Shoreview to “replace active highway-rail grade warning safety devices that have reached the end of their useful life and to design, construct and equip highway-rail grade crossing warning devices and associated safety improvements” project, between the CITY and the Minnesota Department of Transportation, dated \_\_\_\_\_, 2014, hereinafter referred to as the “GRANT AGREEMENT,” to finance a portion of the project;”

- 2) Section 4, is revised to read as follows: 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, and agrees to 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 State’s General Obligation bonds remains exempt from federal income taxation. The COMPANY agrees to cooperate fully with the CITY in complying with the terms and conditions of the GRANT AGREEMENT. The signal system is the property of the City and must not be removed unless the City has determined that the signal system is no longer needed for its intended purpose and such determination has been approved by the Minnesota Department of Transportation. Disposition of the removed signal system by the CITY must be in accordance

with applicable laws and rules including, but not limited to, Minn. Stat. § 16A.695, subd. 3. The COMPANY shall not remove or dispose of the signal system until it has been notified by the CITY that the CITY has received all necessary approvals.

Except as amended herein, all terms and conditions of the original contract remain in full force and effect.

CITY OF SHOREVIEW, MN

SOO LINE RAILROAD

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

**Amendment No 1  
To  
Railroad Signal Agreement**

**Jerrold Avenue  
DOT # 689012A  
RR MP 12.74 St Paul Subdivision  
Shoreview MN**

The City of Shoreview Minnesota and the SOO Line Railroad do business as Canadian Pacific Railway enter into a railroad signal agreement for the installation of new railroad signals with gates on June 3, 2015.

WHEREAS the funding source from the State of Minnesota was revised by the 2015 legislation, the following revisions are necessary:

1) The seventh WHEREAS on page one is replaced with:

“The CITY has obtained State of Minnesota General Obligation bonds under Laws of 2014, Chapter 294, Section 16, Subdivision 5(b)(2) which amended by Laws of 2015, Chapter 5, to allow the CITY “to replace active highway rail grade crossing safety devices that have reached the end of their useful life and to design, construct and equip highway-rail crossing warning devices and associated safety improvements.””

2) Section 4, second sentence the word “State” is replaced with “CITY”

All other conditions remain the same.

CITY OF SHOREVIEW, MN

SOO LINE RAILROAD

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

**MOTION TO APPROVE THE MINOR SUBDIVISION  
5845 BUFFALO LANE**

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

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

To approve the Minor Subdivision application, including the Development Agreement, for Nathan Jones, Tolberg Homes, at 5845 Buffalo Lane, subject to the following:

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The existing detached garage and concrete drive on Parcel A shall be removed prior to the City endorsing the Deed for Parcel A.
5. Municipal water and sanitary sewer service shall be provided to resulting Parcel A.
6. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on Parcel A.
7. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
8. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the policies of the Comprehensive Plan, including the Land Use.
2. The proposed subdivision supports the policies of the Comprehensive Plan by providing additional housing opportunity in the City.

3. The parcels comply with the minimum standards of the R1, Detached Residential District.

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

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

Regular City Council Meeting – August 17, 2015

**TO:** Mayor, City Council and City Manager  
**FROM:** Niki Hill, Economic Development and Planning Associate  
**DATE:** July 24, 2015  
**SUBJECT:** File No. 2583-15-26, Minor Subdivision, Tolberg Homes, 5845 Buffalo Lane

**INTRODUCTION AND BACKGROUND**

Nathan Jones of Tolberg Homes, submitted a minor subdivision to divide the property at 5845 Buffalo Lane into two parcels creating one new parcel for single-family residential development. The existing house and attached garage will remain on the south lot (Parcel B), and a new lot (Parcel A) created on the north for future construction of a new house. The proposed lots conform to other requirements of the Municipal Code.

The application was complete July 1, 2015.

**SITE CHARACTERISTICS**

The property is located on Buffalo Lane, south of Lexington Avenue. Buffalo Lane is a public street that currently provides access to 7 parcels and was reconstructed in 2011. The roadway has a width of 20 feet and terminates with a hammerhead that provides a vehicle turn-around area. There was a recent subdivision of the adjacent property immediately to the south of the subject property, at 5825 Buffalo Lane.

The property has a lot area of .95 acres, a width of 189 feet and an average depth of 220 feet. The property is developed with a single-family home, attached garage, gravel driveway and detached garage.

**MINOR SUBDIVISION**

**COMPREHENSIVE PLAN**

The property is guided for Low Density Residential (0 to 4 units per acre) as are the adjoining properties on Buffalo Lane. To the west, the property is guided for Medium Density Residential (4 to 8 units per acre) and developed with townhomes.

**DEVELOPMENT ORDINANCE REQUIREMENTS**

Minor subdivisions require review by the Planning Commission and approval by the City Council, and are reviewed in accordance with subdivision and zoning district standards in the Development Regulations.

The City's subdivision standards (Sec. 204) require all lots to have frontage on a public right-of-way. Municipal sanitary sewer and water service must be provided to the new lots. The standards also require 5-foot public drainage and utility easements along side property lines, and 10-feet along front and rear lines. Public drainage easements are also required over watercourses, drainages or floodways, as necessary.

The property is located in the R1, Detached Residential as are the adjoining properties on Buffalo Lane, with the exception of the property at the end of Buffalo Lane - at 5800 Buffalo Lane which is

zoned UND, Urban Underdeveloped. In the R1 district, minimum lot standards (Sec. 205.082 (D)(1)) require a lot area of 10,000 square feet, a width of 75 feet and a depth of 125 feet.

Principal structure setbacks are required to be a minimum of 25 feet from a front property line, 10-feet from a side lot line and 30-feet from a rear property line, on key lots, the sideyard setback is increased to 20-feet. Attached accessory structures must be setback a minimum of 5-feet from a side property line. If the adjacent home has a front yard setback that exceeds 40-feet, then the minimum front yard setback required for a new home on the vacant property is calculated using the existing setback, plus or minus 10-feet.

**Lot Dimension Standards**

The parcel is currently considered a key lot since the north side property line abuts the rear property line of the adjoining property at 5899 Lexington Ave. The parcels and future structures are subject to additional requirements since they are key lots. Note that the north side lot line also abuts the side lot line of the property at 5869 Buffalo Ln.

**STAFF REVIEW**

**Density**

The proposed density is 2 units per acre and is consistent with the RL, Low Density Residential Land Use designation.

**Minimum Lot Requirements**

As shown below, the proposed parcels exceed the R1 minimum lot requirements specified in the Development Regulations.

	<b>Requirements</b>	<b>Parcel A* (North)</b>	<b>Parcel B (South)</b>
<b>Area</b>	10,000 sf	17,559 sf	23,782 sf
<b>Width</b>	75 feet	77 feet	112 feet
<b>Depth</b>	125 feet	211 feet	211 feet

*\* Parcel A is a key lot by definition. Fifteen extra feet is required on either the depth or width. The depth of the property satisfies the requirement.*

**Municipal Utilities**

Municipal sanitary sewer and water access for a future north lot were put in when Buffalo Lane was reconstructed. The future home on Parcel A will be required to connect to these utilities. When Buffalo Lane was assessed, the property was only assessed one unit for street, water, sanitary sewer and storm sewer. A fee in the amount of the original assessments would be due to the City as a deferred fee in lieu of an assessment. See attached statement from Senior Engineering Technician Tom Hammit for further details.

**Minimum Structure Setbacks**

The existing residence on Parcel B is setback more than 40-feet from the front lot line, therefore, the minimum structure setback from the front lot line for a new home on Parcel A is determined by the

setback of the homes on Parcel B and 5869 Buffalo Lane, with the average of the two – plus or minus ten feet to be the permitted setback range. The setback range for the future house on Parcel A is from the Buffalo Lane right-of-way is 38.5 feet to 58.5 feet.

The existing home on Parcel B would be setback 5.5 feet from the proposed side lot line, exceeding the 5-foot minimum required from accessory structure space.

**Grading, Drainage and Stormwater Management**

The property generally drains to the west and south; there is a delineated wetland area in the southwestern corner of Parcel B. In order for a new house to be constructed on Parcel A, the site will need to be graded to direct stormwater runoff to the wetland area on Parcel B. A drainage and utility easement will be required over the westerly 55 feet of Parcel B to provide a drainage route for runoff from Parcel A as well as encompass the 16 ½ foot required buffer for the 2,560 square foot delineated wetland area in the southwest corner of the Parcel B.

**Vegetation and Woodlands**

The majority of the property is open lawn area with scattered trees with the wetland and other vegetation along the southwest corner of the property. Tree removal, replacement and protection will be addressed in the Development Agreement.

**COMMENTS**

***PUBLIC WORKS COMMENT***

Buffalo Lane was improved in 2011 with a 20-foot wide roadway, storm sewer, sanitary sewer and water. Two sets of services were installed for this property to eliminate digging up the street if a future subdivision were to occur. When Buffalo Lane was assessed, the property was only assessed one unit for street, water, sanitary sewer and storm sewer. When the property is split, a fee in the amount of the original assessment would be due to the city as a deferred fee in lieu of an assessment. The original assessment amount for one unit is \$14,545 and required to be paid to the City as part of the splitting process. The outstanding assessments for the property must be paid prior to the City's release of the deed for recording.

The future home on Parcel A is required to connect to municipal sanitary sewer and water and pay the standard connection fees.

Drainage and utility easements shall also be provided as required by the City Engineer and conveyed prior to the recording of the subdivision. These include the standard 5-foot easements along the side property lines, 10 foot easement the front and rear property lines, unless otherwise required.

***PUBLIC COMMENT***

Property owners within 350 feet were notified of the request. No comments have been submitted in response as of the date of this report.

***LAKE JOHANNA FIRE DEPARTMENT***

The Fire Marshal also reviewed the proposed subdivision and had no comment.

## ***RICE CREEK WATERSHED COMMENT***

Rice Creek Watershed District found the wetland boundaries delineated on survey of the property to be accurate. The decision is valid for 5 years and is subject to the conditions listed in the attached Minnesota Wetland Conservation Act Decision.

## **PLANNING COMMISSION REVIEW**

The Planning Commission reviewed the subdivision proposal at their July 28<sup>th</sup> meeting. The Commission discussed the proposed lot and placement of a future home on the property. The Commission concluded that the proposed subdivision is consistent with the Comprehensive Plan and zoning district standards and recommended approval (5 to 0) to the City Council.

## **STAFF RECOMMENDATION**

The minor subdivision application has been reviewed in accordance with the standards of the Development Regulations and found to be in compliance with the adopted City standards. Single-family residential use of the property at the proposed density is consistent with the Comprehensive Plan. Staff recommends the City Council approve the Minor Subdivision, including the Development Agreement, subject to the following conditions:

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The existing detached garage and concrete drive on Parcel A shall be removed prior to the City endorsing the Deed for Parcel A.
5. Municipal water and sanitary sewer service shall be provided to resulting Parcel A.
6. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on Parcel A.
7. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
8. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

### Attachments

- 1) Subdivision Agreement
- 2) Construction Development Agreement
- 3) Aerial Location Map
- 4) Submitted Plans
- 5) Minnesota Wetland Conservation Act – Notice of Decision
- 6) Memo – Tom Wesolowski - City Engineer
- 7) Letter from Tom Hammitt – Senior Engineering Technician
- 8) Response to Request for Comment
- 9) Planning Commission Minutes – 7-28-2015
- 10) Motion

**SUBDIVISION AGREEMENT  
5845 BUFFALO LANE  
NATHAN JONES – TOLBERG HOMES**

- 1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and Nathan Jones – Tolberg Homes, their successors and assigns (hereinafter the “Developer”).
- 2.0 On August 17, 2015 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the “subject property”)

That part of the North 552 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line:

Beginning at a point on the North line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence Southerly and parallel with the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and there terminating, except the North 363 feet thereof.

(This property is commonly known as 5845 Buffalo Lane)

Which when subdivided will be legally described as:

**Parcel A**

That part lying North of the South 112 feet of the North 552 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line:

Beginning at a point on the North line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence Southerly and parallel with the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius of 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and there terminating, except the North 363 feet thereof.

And

**Parcel B**

The South 112 feet of the North 552 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line:

Beginning at a point on the North line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence Southerly and parallel with the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius of 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and there terminating.

- 3.0 Pursuant to City Ordinances, the Developer is required:
- A. To make certain improvements to the subject property.
  - B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer's request for final approval.
  - C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
  - D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.
- 4.0 The approval of the City's council was subject to the terms and conditions contained herein, and the following conditions as approved by the City Council on August 17, 2015:
- A. The minor subdivision shall be in accordance with the plans submitted.
  - B. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
  - C. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
  - D. The existing detached garage and concrete drive on Parcel A shall be removed prior to the City endorsing the Deed for Parcel A.

- E. Municipal water and sanitary sewer service shall be provided to resulting Parcel A.
- F. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on Parcel A.
- G. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
- H. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

5.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree as follows:

A. Conditions Precedent. Prior to the City's endorsement of the Deed of Conveyance which will effectuate the subdivision of the Subject Property into Parcel A and B, the Developer shall:

1. Pay Public Use Dedication Fee. The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value of Parcel B. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or endorsement of the plat by the City. The Cash Equivalency Payment required on a residential use depends upon the density of dwelling units per acre on the proposed development or subdivision. **The Cash Equivalency Payment shall equal 4% of the fair market value, utilizing the Ramsey County Assessors Land Value for 2015.** Credit will be given for the existing dwelling. The calculated fee for the subdivision is **\$2,982.22**
2. Public Easements. Drainage and Utility easements shall be dedicated to the City as required by the Public Works Director and the Municipal Code as identified in the City Engineer's memo date July 20, 2015.
3. Sanitary Sewer and Water Fees. A fee in the amount of \$14,545 for Parcel A (one unit) is due prior to the City's release of the deed for recording. The standard fees for connecting to city water and sewer for Parcel A will apply. They are as follows:
 

1. Water Connection Charge:	\$275.00
2. Water Meter Charge:	\$254.96 (2015 Rate)
3. Sewer Connection Charge:	\$270.00
4. Permit Fees	\$60.00 (2015 Rate)
4. Sewer Availability Charge (SAC). The new dwelling on Parcel A will be subject to the SAC charge of the Metropolitan Council.
5. Maintenance of Private Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the

Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

- 6.0 Default. The occurrence of any of the following after written notice from the City shall be considered an "Event of Default" in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.
- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
  - B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.
- 7.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:
- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
  - B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
  - C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
  - D. Exercise any other remedies, which may be available to it, including an action for damages.
  - E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
  - F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.
- 8.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this 17<sup>th</sup> Day of August, 2015

**DEVELOPER**

---

Nathan Jones  
Tolberg Homes

**CITY OF SHOREVIEW**

---

Sandra C. Martin, Mayor

---

Terry Schwerm, City Manager

**DEVELOPMENT AGREEMENT  
FOR CONSTRUCTION**

**PARCEL A - SUBDIVIDED FROM 5845 BUFFALO LANE**

- 1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and \_\_\_\_\_, its successors and assigns (hereinafter the "Developer").
- 2.0 On August 17<sup>th</sup>, 2015 the City Council approved a subdivision of 5845 Buffalo Lane to subdivide certain property located within the City creating the following described parcel (hereinafter the "Subject Property"):

**Parcel A**

That part lying North of the South 112 feet of the North 552 feet of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line:

Beginning at a point on the North line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence Southerly and parallel with the West line of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius of 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and there terminating, except the North 363 feet thereof.

- 3.0 Pursuant to City Ordinances, the Developer is required:
- A. To make certain improvements to the Subject Property.
  - B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer's request for final approval.
  - C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
  - D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the Subject Property.

4.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree to develop Parcel A as follows:

A. Conditions Precedent. Prior to the City's issuance of a building permit on Parcel A, the Developer shall:

1. Grading, Drainage and Erosion Control Plan. The Developer shall prepare a grading, drainage erosion control plan for any site work that disturbs soil on the Subject Property, including, but not limited to, utility work, construction of a new house or installation of a new driveway. No site grading shall occur prior the Developer obtaining a Grading or Building Permit approved and issued by the City and prior to the installation of approved erosion control measures. The natural drainage pattern shall be retained.

To ensure erosion control during the development of the Subject Property, the Developer is required to execute the Erosion Control Agreement (Exhibit A) and submit a financial surety deposit, in a form approved by the Public Works Director. Said deposit shall be submitted prior to, or concurrently with, the issuance of a building permit.

2. Installation and Maintenance of Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

3. Tree Preservation. Trees shall be preserved as possible, including those in the right of way. Protective tree fencing shall be installed in accordance with the City's Vegetation and Woodlands Ordinance. A wood chip berm, a minimum of 2 feet wide and 18 inches deep, shall be installed inside of the tree protection fence. The tree protection fence and wood chip berm shall be maintained during the period of site work. Minor revisions to the plan may be permitted with approval by the City Planner.

4. Tree Replacement. The Developer, his assigns, or successors in interest, shall submit a tree removal and replacement plan with any building permit application for the Subject Property. The plan shall show the location of Landmark Trees, as defined in the Municipal Code, within **30 feet of the limits** of construction and the construction access drive and identify any Landmark Trees that will be removed. The plan shall show the proposed replacement trees and their locations. Replacement trees are required at a ratio of one (1) replacement tree for each

Landmark Tree removed. A surety will be required for the replacement trees prior to the issuance of a building permit.

5. Certificate of Occupancy. A Certificate of Occupancy will not be issued until final grades are completed, permanent vegetation (80% of vegetative growth) is established, replacement trees are planted as required and a driveway with an approved surface installed. If the Developer requests a Certificate of Occupancy between the dates of November 1 – May 15 (weather permitting) a financial surety (cash) of \$7,500 shall be submitted to the City ensuring completion of these improvements by June 1st, unless otherwise approved by the City Engineer.
6. Construction Management. The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
  - A. Definition of Construction Area. The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director.
  - B. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking is permitted on Buffalo Lane. Further, the Developer agrees to comply with the adopted parking restrictions as identified in Section 901.030, Parking Regulations of the Municipal Code.
  - C. Obstruction of Right-of-Way. Developer agrees that it shall be unlawful to obstruct or store fill, excavated material and construction materials in the public right-of way. Delivery vehicles may utilize the right-of-way while rendering a service provided the Developer is present and supervising the delivery in a manner that does not hinder passage, jeopardize public safety and public use of the right-of-way.
  - D. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on any weekend or holiday.
  - E. Site Maintenance. The Developer shall ensure that the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City.

Development Agreement – Parcel A – 5845 Buffalo Lane

7. Sanitary Sewer and Water Fees – Water and sewer service stubs shall be installed to serve the Subject Property. Connection fees will be applied with the building permit fees. Said fees include the following:
  - A. Water Connection Charge. \$275.00
  - B. Water Meter Charge. \$254.96 (2015 rate)
  - C. Sewer Connection Charge. \$275.00
  - D. Permit Fees. \$60.00 (2015 rate)
8. Sewer Availability Charge (SAC). The new dwelling on the Subject Property will be subject to the SAC charge of the Metropolitan Council.
- 5.0 Structure Setbacks. For Parcel A, minimum structure setbacks from the property lines shall be as follows: Side (South) – 10 feet for the dwelling unit/5 feet for accessory structure, Rear – 30 feet, Side (North) – 15 feet for the dwelling unit /accessory structures. For Parcel A, the structure setback range from the front property line is 38.5 feet to 58.5 feet.
- 6.0 As-Builts and Grading Certification. An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey comply with the City standards and shall include details of the final site grading and all improvements. The Developer shall deposit a cash escrow in the amount of **\$1,000.00** as surety for the as-built survey prior to the issuance of a building permit for the project.
- 7.0 Other Agency Approvals. It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction, including any approvals necessary from the Rice Creek Watershed District.
- 8.0 Other Costs. In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.
- 9.0 All Costs Responsibility of Developer. The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the Subject Property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- 10.0 Financial Surety Escrows. The Developer is required to submit financial surety escrows as identified in this agreement. The developer agrees to reimburse the City at a rate

of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of this agreement. THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON TRACT B PRIOR TO RECEIPT OF THESE SURETY DEPOSITS.

- A. The Developer shall not receive interest on the amount of the surety.
  - B. The Developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Agreement, for Grading, Drainage and Erosion Control and to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, as determined by the Engineering Department. The surety may also be utilized for clean-up or restoration of areas off of the construction site that are directly or indirectly impacted by conditions on the site.
  - C. The Developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 24 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
  - D. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied.
  - E. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
  - F. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.
  - G. Any violation of the terms of the Development Agreement could result in the issuance of a citation.
- 11.0 Default. The occurrence of any of the following after written notice from the City shall be considered an “Event of Default” in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.
- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
  - B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the Subject Property.

12.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the Subject Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

11.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

**DEVELOPER**

\_\_\_\_\_

**CITY OF SHOREVIEW**

\_\_\_\_\_  
Sandra C Martin, Mayor

\_\_\_\_\_  
Terry Schwerm, City Manager

**EXHIBIT 'A'**

**EROSION CONTROL ESCROW AGREEMENT**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and \_\_\_\_\_ its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the Subject Property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$2,000.00**. The Developer has submitted this financial surety to the City on the following conditions:

1. The Developer shall not receive interest on the amount of the surety.
2. The Developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The Developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.

This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

Development Agreement – Parcel A – 5845 Buffalo Lane

(C) The Developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

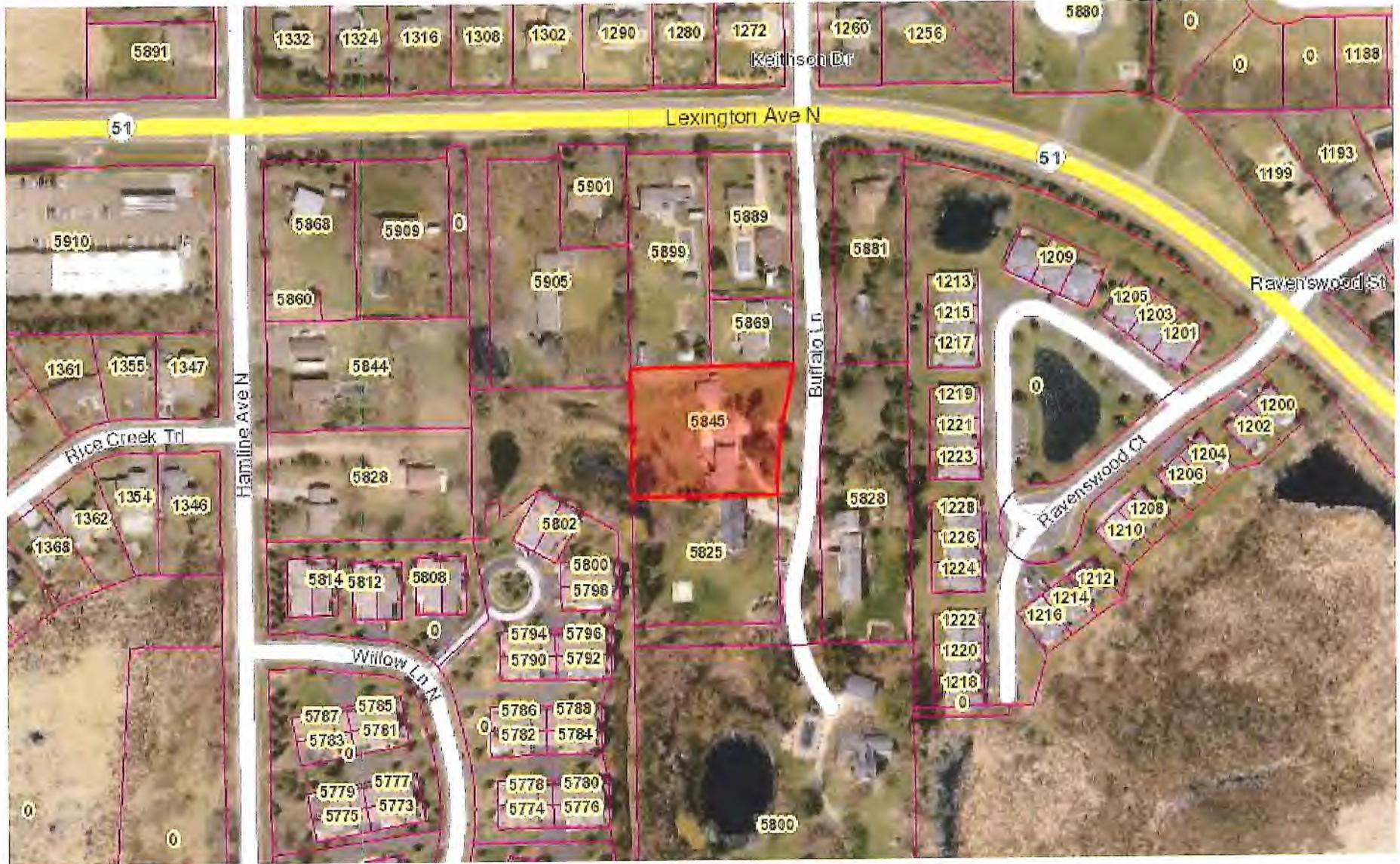
**DEVELOPER**

**CITY OF SHOREVIEW**

\_\_\_\_\_

\_\_\_\_\_  
Terry Schwerm, City Manager

T:\2015 Planning Cases files\2583-15-26 5845 Buffalo-Jensen -Tolberg Homes\Development Agreement for Construction.docx



400.0 0 200.00 400.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:2,400





1428 5<sup>th</sup> Ave | Anoka, MN 55304  
p: 763-205-2037 | f: 763-421-5616 | [www.tollberghomes.com](http://www.tollberghomes.com)

June 19, 2015

City of Shoreview  
4600 Victoria St N  
Shoreview, MN 55126

To Whom It May Concern,

Please accept our application for Minor Subdivision of the property located at 5845 Buffalo Ln in Shoreview. The property is currently zoned R1 and would not need to be rezoned. We are proposing to split the property with the home remaining on one parcel, and a new parcel would be created upon which we would build a home and list it for sale. I have included a rendering of the potential home we would build. We have a purchase agreement with the current homeowners and are planning to start construction as soon as the process allows. The City has obviously contemplated this lot split as sanitary sewer and water stubs were provided to the proposed parcel when the street was upgraded a couple years ago and there is a deferred assessment on the property. Please let us know if there is additional information we can provide.

Regards,

Nathan Jones  
Chief Operating Officer  
Tollberg Homes

# MINOR SUBDIVISION

PROPERTY ADDRESS: 5845 Buffalo Lane, Shoreview, MN

~for~ TOLLBERG HOMES

RAMSEY COUNTY  
CLOSING CORNER

## EXISTING LEGAL DESCRIPTION

(Per Doc. No. 2774657)

That part of the North 552 feet of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line: Beginning at a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 4, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence Southerly and parallel with the West line of said Southwest 1/4 of the Northeast 1/4 a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius of 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest 1/4 of the Northeast 1/4 and there terminating, except the North 363 feet thereof.

(Note: Ambiguous call in existing legal, corrected in proposed legal descriptions.)

## PROPOSED LEGAL DESCRIPTION

### PARCEL A

That part lying North of the South 112 feet of the North 552 feet of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line: Beginning at a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence Southerly and parallel with the West line of said Southwest 1/4 of the Northeast 1/4 a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius of 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest 1/4 of the Northeast 1/4 and there terminating, except the North 363 feet thereof.

Subject to a Drainage and Utility Easement along the North 5.00 feet, the South 5.00 feet, the West 5.00 Feet, and the East 10.00 feet thereof.

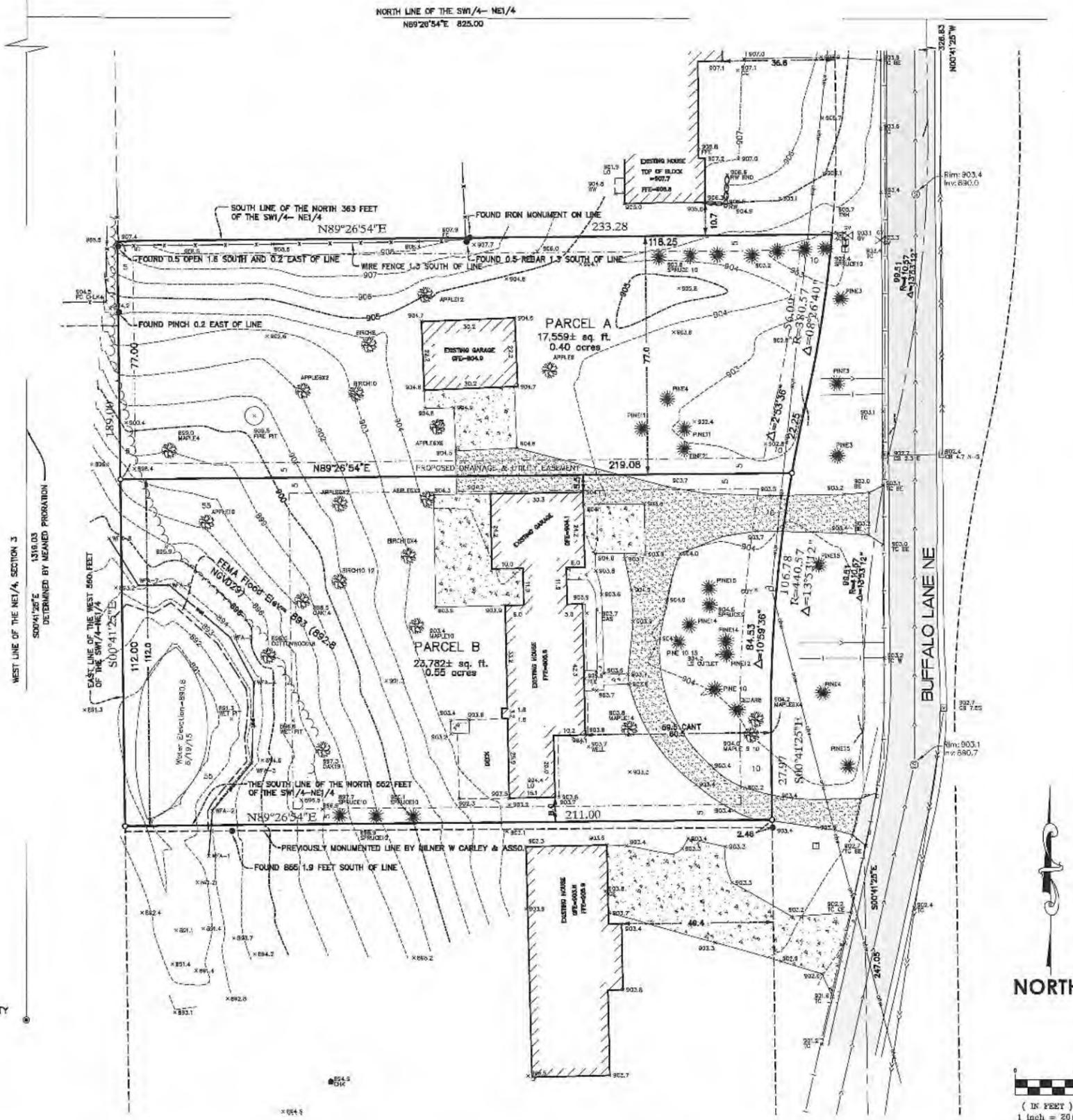
### PARCEL B

The South 112 feet of the North 552 feet of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 30 North, Range 23 West, Ramsey County, Minnesota lying East of the West 560 feet and 30 feet West of the following described line: Beginning at a point on the North line of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 30 North, Range 23 West, distant 825 feet East of the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence Southerly and parallel with the West line of said Southwest 1/4 of the Northeast 1/4 a distance of 326.83 feet; thence along a tangential curve concave to the West, having radius of 410.57 feet, a central angle of 13°53'12" a distance of 99.51 feet; thence Southerly and tangent to said curve to the South line of the North 771 feet of said Southwest 1/4 of the Northeast 1/4 and there terminating.

Subject to a Drainage and Utility Easement along the North 5.00 feet, the South 5.00 feet, the West 55.00 feet, and the East 10.00 feet thereof.



Shoreview MN



## NOTES

- Field survey conducted on June 19, 15'
- BEARING'S SHOWN ARE ON Ramsey County (NAD83)
- ELEVATIONS SHOWN ARE N.G.V.D. 1929
- SOIL BORINGS WERE NOT MARKED DURING SURVEY SEE SKETCH BY PATRICK HINES, 6/12/14
- WETLAND DELINEATION BY Midwest Natural Resources, Inc.
- This survey was prepared without the benefit of titlework. Easement, appurtenances and encumbrances may exist in addition to those shown hereon. This survey is subject to revision upon receipt of a title insurance commitment or attorneys title opinion.

## LEGEND

- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT TO BE SET
- DENOTES UTILITY POLE
- DENOTES TELEPHONE BOX
- DENOTES SANITARY SEWER MANHOLE
- DENOTES CATCH BASIN
- DENOTES GATE VALVE
- DENOTES FIRE HYDRANT
- DENOTES EXISTING CONTOUR
- DENOTES OVERHEAD WIRE
- DENOTES WATERMAIN
- DENOTES SANITARY SEWER
- DENOTES STORM SEWER
- DENOTES EXISTING FENCE
- DENOTES EXISTING ELEVATION.
- DENOTES GRAVEL
- DENOTES CONCRETE
- DENOTES BITUMINOUS
- DENOTES CONIFEROUS TREE
- DENOTES DECIDUOUS TREE

FOUND RAMSEY COUNTY  
SECTION CORNER

## ZONING R1 DETACHED RESIDENTIAL DISTRICT

Width = 75 feet  
Depth = 125 feet  
Area = 10,000 sq. ft.  
Front = 38.1 (based on Average of Adj Front minus 10 feet)  
Side - living area = 10 ft  
Side - garage = 5 ft  
Rear = 30 ft

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

*J.P. Schneider*  
JOSHUA P. SCHNEIDER Date: 6/22/15 Reg. No. 44655

ACRE LAND SURVEYING  
9140 Baltimore Street NE  
Suite 100, Blaine, MN  
763-298-8278 jaacrelandsurvey@gmail.com

JOB #15288

NORTH

1 INCH = 20 FEET

# Minnesota Wetland Conservation Act

## Notice of Decision

Local Government Unit (LGU) <b>Rice Creek Watershed District</b>	Address 4325 Pheasant Ridge Dr. NE #611 Blaine, MN 55449
---	--

### 1. PROJECT INFORMATION

Applicant Name <b>Nathan Jones</b> <b>Tollberg Homes</b> <b>1428 5th Avenue</b> <b>Anoka, MN 55303</b> <b>nathan@tollberghomes.com</b>	Project Name <b>5845 Buffalo Lane</b>	Date of Application <b>07/02/2015</b>	Application Number <b>15-085R</b>
<input checked="" type="checkbox"/> Attach site locator map.			

Type of Decision:

<input checked="" type="checkbox"/> Wetland Boundary or Type	<input type="checkbox"/> No-Loss	<input type="checkbox"/> Exemption	<input type="checkbox"/> Sequencing
<input type="checkbox"/> Replacement Plan	<input type="checkbox"/> Banking Plan		

Technical Evaluation Panel Findings and Recommendation (if any):

<input type="checkbox"/> Approve	<input checked="" type="checkbox"/> Approve with conditions	<input type="checkbox"/> Deny
Summary (or attach): A site visit was attended on 07/10/15 by RCWD and ACOE. No formal comments were received.		

### 2. LOCAL GOVERNMENT UNIT DECISION

Date of Decision: 07/16/2015		
<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Approved with conditions (include below)	<input type="checkbox"/> Denied

LGU Findings and Conclusions (attach additional sheets as necessary):

<p>The LGU finds the wetland boundaries illustrated in the attached figure titled: Figure 5 Delineated Wetlands Map, undated in the 06/22/15 wetland delineation report (RCWD received 07/02/15) accurate and supported by the submitted wetland delineation for the LGU administration of the WCA.</p> <p>The local government unit decision is valid for five years. However, the decision will cease to be valid before then, if the Technical Evaluation Panel determines that the wetland boundary or type has changed due to natural or artificial changes to the hydrology, vegetation, or soils of the area. The LGU finds that the wetland typing may need to be reviewed in conjunction with any future project. The applicant needs to submit a survey of the wetland boundary as well as gps points of the wetland delineation in a form acceptable to the RCWD.</p>
--

For Replacement Plans using credits from the State Wetland Bank:

Bank Account #	Bank Service Area	County	Credits Approved for Withdrawal (sq. ft. or nearest .01 acre)
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**Replacement Plan Approval Conditions.** In addition to any conditions specified by the LGU, the approval of a Wetland Replacement Plan is conditional upon the following:

- Financial Assurance:** For project-specific replacement that is not in-advance, a financial assurance specified by the LGU must be submitted to the LGU in accordance with MN Rule 8420.0522, Subp. 9 (List amount and type in LGU Findings).
- Deed Recording:** For project-specific replacement, evidence must be provided to the LGU that the BWSR "Declaration of Restrictions and Covenants" and "Consent to Replacement Wetland" forms have been filed with the county recorder's office in which the replacement wetland is located.
- Credit Withdrawal:** For replacement consisting of wetland bank credits, confirmation that BWSR has withdrawn the credits from the state wetland bank as specified in the approved replacement plan.

**Wetlands may not be impacted until all applicable conditions have been met!**

LGU Authorized Signature:

Signing and mailing of this completed form to the appropriate recipients in accordance with 8420.0255, Subp. 5 provides notice that a decision was made by the LGU under the Wetland Conservation Act as specified above. If additional details on the decision exist, they have been provided to the landowner and are available from the LGU upon request.

Name <b>Phil Belfiori</b>	Title <b>Administrator</b>	
Signature 	Date <b>07/16/2015</b>	Phone Number and E-mail <b>763-398-3071 pbelfiori@ricecreek.org</b>

**THIS DECISION ONLY APPLIES TO THE MINNESOTA WETLAND CONSERVATION ACT.**

Additional approvals or permits from local, state, and federal agencies may be required. Check with all appropriate authorities before commencing work in or near wetlands.

Applicants proceed at their own risk if work authorized by this decision is started before the time period for appeal (30 days) has expired. If this decision is reversed or revised under appeal, the applicant may be responsible for restoring or replacing all wetland impacts.

**3. APPEAL OF THIS DECISION**

Pursuant to MN Rule 8420.0905, any appeal of this decision can only be commenced by mailing a petition for appeal, including applicable fee, within thirty (30) calendar days of the date of the mailing of this Notice to the following as indicated:

Check one:

<input checked="" type="checkbox"/> Appeal of an LGU staff decision. Send petition and \$0 fee (if applicable) to: <b>Nick Tomczik 4325 Pheasant Ridge Dr. NE #611 Blaine, MN 55449</b>	<input type="checkbox"/> Appeal of LGU governing body decision. Send petition and \$500 filing fee to: Executive Director Minnesota Board of Water and Soil Resources 520 Lafayette Road North St. Paul, MN 55155
--	---

**4. LIST OF ADDRESSEES**

<p><input checked="" type="checkbox"/> SWCD TEP member:  <b>Michael Schumann</b>          Ramsey Conservation District          1425 Paul Kirkwold Drive          Arden Hills, MN 55112          Michael.Schumann@co.ramsey.mn.us</p> <p><input type="checkbox"/> DNR TEP member:  <b>Jenifer Sorensen</b>          MN DNR Ecological &amp; Water Resources          1200 Warner Rd.          St. Paul, MN 55106          Jenifer.Sorensen@state.mn.us</p> <p><input checked="" type="checkbox"/> Applicant (notice only) and          Landowner/Consultant (if different):  <b>Nathan Jones</b>          Tollberg Homes          1428 5th Avenue          Anoka, MN 55303          nathan@tollberghomes.com</p> <p><input checked="" type="checkbox"/> Members of the public who requested notice          (notice only):  <b>City of Shoreview</b></p> <p><input checked="" type="checkbox"/> Corps of Engineers Project Manager (notice          only):  <b>Andrew Beaudet</b>          U.S. Army Corps of Engineers          180 East Fifth Street, Suite 700          St. Paul, MN 55101          Andrew.D.Beaudet@usace.army.mil</p> <p><input type="checkbox"/> Applicant (notice only) and          Landowner/Consultant (if different):</p>	<p><input checked="" type="checkbox"/> BWSR TEP member:  <b>Dennis Rodacker</b>          MN BWSR          520 Lafayette Rd. N.          St. Paul, MN 55155          dennis.rodacker@state.mn.us</p> <p><input checked="" type="checkbox"/> DNR Regional Office (if different):  <b>Brooke Haworth</b>          MN DNR Ecological &amp; Water Resources          1200 Warner Rd.          St. Paul, MN 55106          Brooke.Haworth@state.mn.us</p> <p><input checked="" type="checkbox"/> Applicant (notice only) and          Landowner/Consultant (if different):  <b>Ken Arndt</b>          Midwest Natural Resources, Inc.          1032 West 7th St. #150          St. Paul, MN 55102          ken.arndt@mnrinc.us</p> <p><input type="checkbox"/> BWSR Wetland Bank Coordinator (wetland bank          plan applications only)  <b>Ken Powell</b>          MN BWSR          520 Lafayette Rd. N.          St. Paul, MN 55155          ken.powell@state.mn.us</p> <p><input type="checkbox"/> Applicant (notice only) and          Landowner/Consultant (if different):</p>
--	---

### 5. ATTACHMENTS

In addition to the site locator map, list any other attachments:

Figure 5 Delineated Wetlands Map, undated in the 06/22/15 wetland delineation report (RCWD received 07/02/15)

Date: July 20, 2015  
To: Niki Hill, Community Development  
From: Tom Wesolowski, City Engineer  
Subject: Minor Subdivision & Vacation -- 5845 Buffalo Lane

The City of Shoreview Engineering staff has reviewed the application for the minor subdivision of 5845 Buffalo Lane and has the following comments:

1. There is a wetland located on proposed Parcel B and a wetland delineation report was completed by the property owner and submitted to the Rice Creek Watershed District. A 55-foot drainage and utility easement along the west property line should be established to protect the wetland area and provide for a 16-foot buffer area.
2. Proposed Parcel A currently drains to the SW across Parcel B to the wetland located along the west edge of proposed Parcel B. Due to the topography of Parcel A, drainage from the parcel would need to continue to flow across Parcel B to the wetland. The proposed utility easement listed in Item #1 would ensure that drainage from Parcel A can drain to the wetland.
3. Buffalo Lane was reconstructed in 2011. Sanitary sewer and water main were installed in the roadway and services were extended to the various properties. Two sets of services were installed for this property to eliminate digging up the street if a future subdivision were to occur. When Buffalo Lane was assessed, the property was only assessed one unit for street, water, sanitary sewer and storm sewer. When the property is split, a fee in the amount of the original assessment would be due to the City as a deferred fee in lieu of an assessment. The original assessment amount for one unit is \$14,545 and that would be required to be paid to the City as part of the splitting process.
4. Standard fees for connecting to city water and sewer for Parcel A will apply. These are listed below:

Water Connection Charge	\$275.00
Water Meter Charge	\$254.96 (2015 rate)
Sewer Connection Charge	\$275.00
Permit Fees	\$ 60.00 (2015 rate)

City Council:  
Sandy Martin, Mayor  
Emy Johnson  
Terry Quigley  
Cory Springhorn  
Ady Wickstrom



City of Shoreview  
4600 Victoria Street North  
Shoreview MN 55126  
651-490-4600 phone  
651-490-4699 fax  
[www.shoreviewmn.gov](http://www.shoreviewmn.gov)

April 15, 2015

Donna Perrozzi  
5845 Buffalo Ln  
Shoreview MN 55126

Dear Donna,

Enclosed is a copy of the Ramsey County Map site of your property at 5845 Buffalo Lane. I have also enclosed three copies of the construction plan when Buffalo Lane was reconstructed. I highlighted the two sets of services for your property (the south set for your house and the north set for a future lot). The green color is the sanitary sewer service and blue is the water.

When Buffalo Lane was assessed, your property was only assessed one unit for street, water, sanitary sewer and storm sewer. When or if the property is split, a fee in the amount of the original assessments would be due to the City as a deferred fee in lieu of an assessment. The original amount of \$14,545 would be required to be paid to the City as part of the splitting process. You should pass this information along to potential buyers and realtors.

If you have further questions feel free to contact me at [tammitt@shoreviewmn.gov](mailto:tammitt@shoreviewmn.gov) or at 651-490-4654.

Sincerely,

City of Shoreview

A handwritten signature in cursive script that reads "Thomas L. Hammitt".

Thomas L. Hammitt  
Senior Engineering Technician

PC: **Kathleen Castle**, City Planner  
Rob Warwick, Senior Planner  
Tom Wesolowski, City Engineer

that there is a problem without access to parks, which means new residents would spill into the existing neighborhood. He noted Midland Terrace apartments, a six-story building, which replaced a strip mall, but is 1000 feet from residential properties. A restaurant could go in with the current zoning. His biggest objection is the high density.

Commissioner Doan thanked everyone who listened to staff, the developer and neighbors. He understands the desire to keep the good parts. The question is what is the best this could be in the future and how can it compliment the neighborhood? Something needs to happen on this site. The question is whether this developer is the best option for the City. There needs to be more vetted as to what could work on this site. There is definite concern with regard to height. There is a lot of asphalt. He would like to see more open space, more green space that is accessible at ground level for those not living in the building. There is a concern about the setback. If the L shape was flipped and inverted, there would be a lot more distance from the neighborhood. What the developer has characterized is what he believes Shoreview to be. He urged the developer to consider owner occupied units.

Chair Solomonson explained that no action is taken on a Concept Plan. This proposal will be considered at the August 17, 2015 City Council meeting.

Chair Solomonson called a five-minute break and then reconvened the meeting.

#### **MINOR SUBDIVISION\***

**FILE NO: 2583-15-26**  
**APPLICANT: TOLBERG HOMES**  
**LOCATION: 5845 BUFFALO LANE**

#### **Presentation by Economic Development and Planning Associate Niki Hill**

This application is to subdivide the subject property into two parcels. The north Parcel A would be the vacant parcel and would be developed with a single-family home. Parcel B is the south parcel and is developed with the existing home, attached garage, detached garage and gravel driveway. The property consists of 0.95 acres with a lot width of 189 feet. The lot depth averages 200 feet. Both lots meet the minimum lot standards.

The Comprehensive Plan guides this property for Low Density Residential. A subdivision requires frontage on a public street, municipal sanitary sewer and water, drainage and utility easements. Both parcels are in compliance. Parcel A would be considered a key lot because the north property line abuts the rear property line of the property at 5899 Lexington Avenue.

Notices were sent to property owners within 350 feet. No comments were received. The Fire Marshal has no comments. The City Engineer recommends a 55-foot drainage and utility easement on the west portion of Parcel B that will encompass the wetland buffer and keep current drainage flowing to the wetland. In 2011, when Buffalo Lane was resurfaced, utilities were installed for a future home with a subdivision. A fee in lieu of assessment would be due for Parcel A upon the construction of a home on Parcel A.

Staff finds that the minor subdivision complies with the Development Cod and Comprehensive Plan. It is recommended the application be forwarded to the City Council for approval.

**MOTION:** by Commissioner Schumer, seconded by Commissioner Ferrington to recommend the City Council approve the minor subdivision submitted by Nathan Jones, Tolberg Homes for the property at 5845 Buffalo Lane. The subdivision divides the property into two parcels, creating a vacant parcel (Parcel A) for single-family residential development. Said approval is subject to the following:

1. The minor subdivision shall be in accordance with the plans submitted.
2. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The existing detached garage and concrete drive on Parcel A shall be removed prior to the City endorsing the Deed for Parcel A.
5. Municipal water and sanitary sewer service shall be provided to resulting Parcel A.
6. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on Parcel A.
7. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
8. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the policies of the Comprehensive Plan, including the Land Use.
2. The proposed subdivision supports the policies of the Comprehensive Plan by providing additional housing opportunity in the City.
3. The parcels comply with the minimum standards of the R1, Detached Residential District.

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

**PROPOSED MOTION**

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

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

To approve Resolution No. 15-72 adopting the use of a new voting system.

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

Regular Council Meeting  
August 17, 2015

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRI HOFFARD  
DEPUTY CLERK**

**DATE: AUGUST 10, 2015**

**SUBJECT: ADOPTION OF NEW VOTING SYSTEM**

### **INTRODUCTION**

The current optical scan voting system that is being used by Shoreview, along with other cities within Ramsey County, was purchased in 2001. In recent years, there have been an increasing number of maintenance issues with the equipment. The system hardware is technologically obsolete, hardware failure rate is rising, and it is not possible to obtain spare parts for our current equipment. Both the ballot counters and ballot marking devices need to be replaced. Also, the current voting system is not designed for large numbers of absentee ballots and absentee voting procedures have changed dramatically since the current voting equipment was purchased. Ramsey County is planning to purchase new voting equipment this year and requires individual cities within the County to adopt resolutions authorizing the use of the new voting equipment.

### **BACKGROUND**

Voting systems used in Minnesota must meet federal guidelines for voting systems established by the U.S. Election Assistance Commission and all voting systems must be certified for use in Minnesota by the Secretary of State. Terri Hoffard, Deputy Clerk, is a member of the Elections Task Force which worked on the selection of replacement voting equipment. Requests for Proposals were sent out in May and three proposals were received. Based on interviews with these three vendors and demonstrations of their voting systems, the task force unanimously recommended acquiring the Verity voting system from Hart Intercivic. The Hart proposal had the lowest total acquisition price and this amount was approximately 11% less than Ramsey County Elections had estimated. The Verity system was certified for use in Minnesota by the Secretary of State on June 16, 2015.

Ramsey County Elections plans to initially deploy the new voting system in all suburban precincts for the City and School District elections being held on November 3, 2015. Countywide deployment will then occur at the state primary on August 9, 2016. This equipment will then be used in all future elections through at least the 2028 general election.

Funding for the new voting system will be shared between the County and all cities within Ramsey County. The share for each city is apportioned by the number of precincts.

Shoreview's cost is estimated at \$56,511.00 or about \$8000 per precinct. Annual operating costs of the new voting system will be about \$145,000 with Shoreview's share being approximately \$5200 per year. This payment schedule is based on the number of precincts and the average number of absentee ballots accepted from the past three state general elections.

**RECOMMENDATION**

Staff recommends approval of Resolution No. 15-72 adopting the use of the Hart Verity voting system in the City of Shoreview.



STATE OF MINNESOTA)

COUNTY OF RAMSEY )

CITY OF SHOREVIEW )

I, the undersigned, being the duly qualified Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 17<sup>th</sup> day of August, 2015, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to adopting the use of a new voting system.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 18<sup>th</sup> day of August 2015.

---

Terry Schwerm, City Manager



TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: AUGUST 11, 2015

SUBJECT: VIRGINIA & DENNISON AVENUES & LILAC LANE  
RECONSTRUCTION, CITY PROJECT # 16-01  
ESTABLISH PROJECT & AUTHORIZE THE PREPARATION OF A  
FEASIBILITY REPORT

### INTRODUCTION

Street reconstruction projects are typically initiated by the City Council directing the City Engineer to prepare a feasibility report describing the proposed improvements. Pursuant to the Chapter 429 of State Statutes, and consistent with the City's past practice on roadway improvement projects, it is required that the Council authorize the preparation of a feasibility report for the Virginia & Dennison Avenues & Lilac Lane Road Reconstruction, City Project 16-01.

### DISCUSSION

Shoreview's Capital Improvement Program includes the reconstruction of the Virginia Avenue from Snail Lake Road to approximately 400-feet south, Dennison Avenue from Hodgson Road to Virginia Avenue, and Lilac Lane from Hodgson Road to Dennison Avenue. See the attached map showing the location of the roadways considered for reconstruction in 2016.

The first step of the project development process is to authorize the preparation of a feasibility report. The feasibility report will include an evaluation of the existing street, storm sewer, sanitary sewer, and water main infrastructure. The report will also include a cost estimate of any proposed improvements and identify sources of funding. Based on this estimate and the need for improvements, the report will determine if the proposed improvements are technically and financially feasible.

### SCHEDULE

Data collection and soil borings for next year's planned project will be commencing shortly. A public informational meeting to provide residents with a general overview of the design, construction, and assessment process for the project will be scheduled in October 2015. Construction of the proposed project, if ordered, would not begin until the spring of 2016.

### RECOMMENDATION

It is recommended that the City Council adopt Resolution 15-71 establishing the project and ordering the preparation of a feasibility report for the reconstruction of Virginia and Dennison Avenues and Lilac Lane.

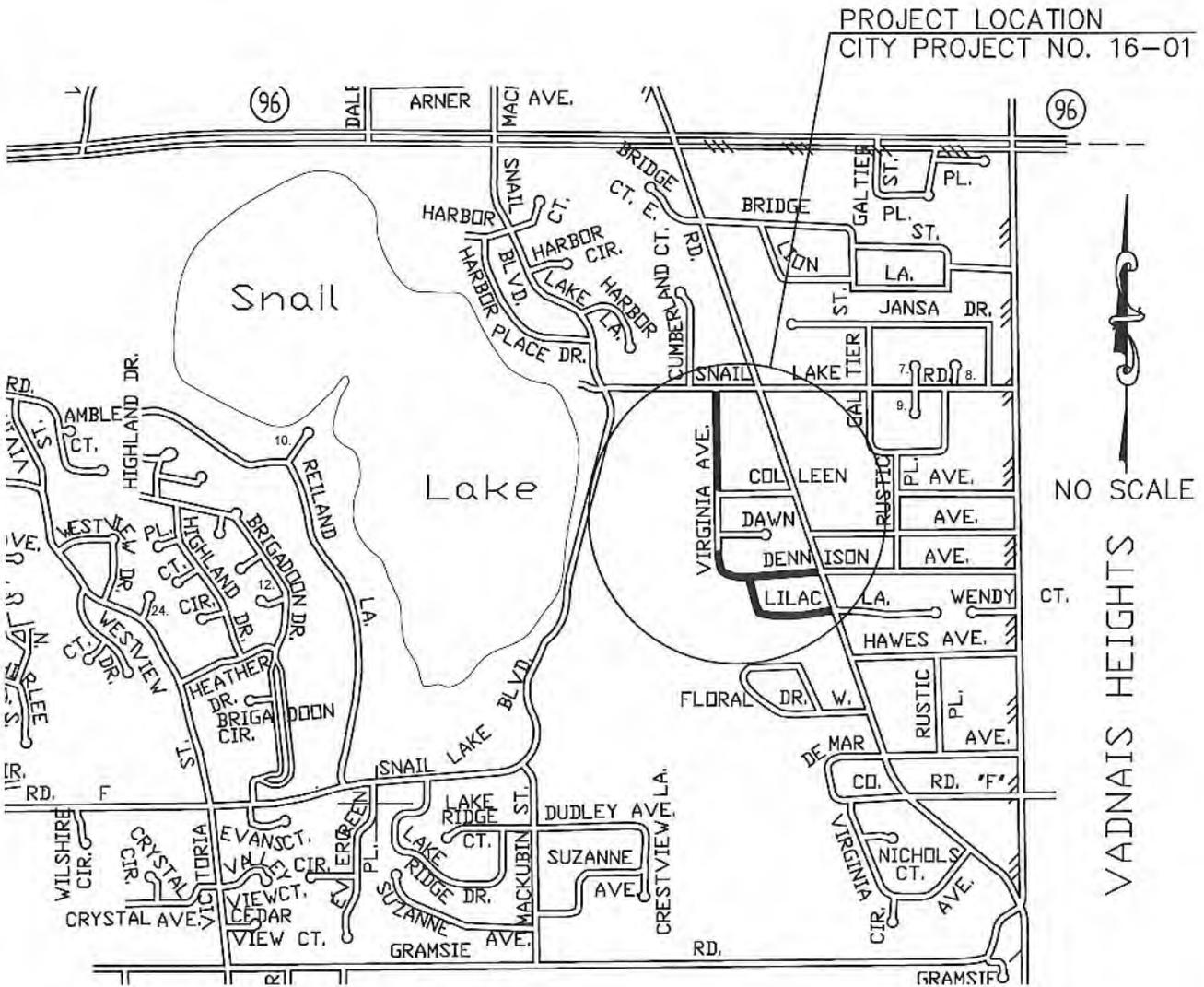


# Shoreview

## CITY OF SHOREVIEW

VIRGINIA AVE. / DENNISON AVE. / LILAC LN.

RECONSTRUCTION  
CITY PROJECT 16-01



LOCATION MAP

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

**HELD AUGUST 17, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on August 17, 2015 at 7:00 p.m. The following members were present:

;

and the following members were absent:

Councilmember introduced the following resolution and moved its adoption.

**RESOLUTION NO. 15-71**

**ORDERING PREPARATION OF A FEASIBILITY REPORT  
FOR THE  
VIRGINIA & DENNISON AVENUES & LILAC LANE  
ROAD RECONSTRUCTION,  
CITY PROJECT 16-01**

WHEREAS, the City's adopted Capital Improvement Program includes a project involving the reconstruction of Virginia Avenue from Snail Lake Road to approximately 400-feet south, Dennison Avenue from Hodgson Road to Virginia Avenue, and Lilac Lane from Hodgson Road to Dennison Avenue, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to the Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA:

1. The Virginia/Dennison/Lilac Road Reconstruction is hereby established as City Project 16-01.
2. That the proposed improvement be referred to the City Engineer for study and that he is instructed to report to the Council with all convenient speed advising them in a preliminary way as to whether the proposed improvement is feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 17<sup>th</sup> day of August 2015.

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

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 17<sup>th</sup> day of August 2015, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to ordering the feasibility report for the Virginia/Dennison/Lilac Road Reconstruction, City Project 16-01.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 18<sup>th</sup> day of August 2015.

---

Terry Schwerm  
City Manager

SEAL

**PROPOSED MOTION**

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

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

To approve the grant agreement with the Minnesota Department of Natural Resources (MN DNR) for the Shoreview Water Consumption and Groundwater Awareness Project, and

To authorize the Mayor and City Manager to execute said agreement with the MN DNR through June 30, 2018.

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

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

REGULAR COUNCIL MEETING

AUGUST 17, 2015

To: Mayor, City Council, City Manager  
FROM: Neva Widner, Natural Resources Specialist  
DATE: August 17, 2015  
SUBJECT: Accept and Sign Grant Agreement with MN DNR for LCCMR Funding

## INTRODUCTION

The City submitted a proposal to the Legislative-Citizen Commission on Minnesota Resources (LCCMR) in response to the 2015 Request for Proposals for funding from the Environment and Natural Resources Trust Fund. The City of Shoreview's proposal for the Water Consumption and Groundwater Awareness Project was selected, staff is recommending that the City Council accept the grant agreement and authorize the Mayor and City Manager to execute said agreement with the MN DNR through June 30, 2018.

## BACKGROUND

The City of Shoreview has encouraged and incentivized water conservation for decades, and this proposal will take our efforts one step further. We will determine if access to information and comparisons to neighbors and citywide averages (similar to energy bill comparisons) results in groundwater conservation. We will also determine if there are differences in conservation outcomes between lot sizes and soil types given that irrigation habits vary.

Currently in Shoreview, water users are billed quarterly for their consumption quarterly. With quarterly billing, by the time residents receive their bill, they are likely unaware of where their water was being used collectively in the previous three months. The project will provide more meter readings to 400 households by making them available on a bi-weekly basis through the existing utility billing website, a separate mailing, or email. Participating homes will also receive a wireless Badger meter reader which displays water use in a digital format inside their home (wirelessly synced with their water meter).

We will provide feedback or comparisons to neighborhood or city averages to convey household water use similar to energy bills, which is something new in the public water utility realm. We will publish all results and communicate the project's results to the rest of the community and share what we learned with communities interested in pursuing their own awareness projects.

A total of \$54,000 will be appropriated the first year from the trust fund to provide biweekly water consumption data to at least 400 residential households for a two year period to determine if additional groundwater can be conserved due to a greater awareness of consumption data. This appropriation is available until June 30, 2018, by which time the project must be completed and final products delivered.

## RECOMMENDATION

It is recommended that the City Council approve and authorize execution of the Shoreview Water Consumption and Groundwater Awareness Project Grant Agreement.

**STATE OF MINNESOTA  
GRANT AGREEMENT  
Environment and Natural Resources Trust Fund**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of Shoreview, 4600 Victoria Street N, Shoreview, MN, 55126 ("Grantee").

**Recitals**

1. Under Minn Laws 2015, Regular Session, Chapter 76, Section 2, Subd 4(i) Shoreview Water Consumption and Groundwater Awareness Project, \$54,000 is from the fund to the commissioner of natural resources for an agreement with the city of Shoreview to provide biweekly water consumption data to at least 400 residential households for a two-year period to determine whether additional groundwater can be conserved with greater awareness of consumption data, and as provided in Minnesota Statutes, section 84.026.
2. The State awards to the Grantee for the purpose of conducting the program entitled Shoreview Water Consumption and Groundwater Awareness Project in the manner described in the Grantee's approved Work Plan.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

**Grant Agreement**

**1. Term of Grant Agreement**

1.1. **Effective date:** 7/1/2015.

No reimbursements will be made until or upon the date that the final required signature is obtained by the State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2.

1.2. **Expiration date:** 6/30/2018, This appropriation is available until June 30, 2018, by which time the project must be completed and final products delivered.

1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 10 Liability; 11 State Audits; 12 Government Data Practices and Intellectual Property; 14 Acknowledgment and Endorsement; 15 Governing Law, Jurisdiction, and Venue; 17 Data Disclosure; 20 Monitoring; and 24 Program Requirements.

1.4. **Incur Expenses:** Notwithstanding Minnesota Statutes, section 16A.41 , expenditures made on or after 7/1/2015, or the date the Work Plan is approved, whichever is later, are eligible for reimbursement unless otherwise provided in Attachment F, subd. 15.

**2. Grantee's Duties**

The Grantee, who is not a state employee, will:

See Attachment A, approved work plan, which is incorporated and made a part of this agreement. If applicable, the Grantee shall provide the State's Authorized Representative a copy of the revised work plan and the corresponding LCCMR approval letter within one week of any LCCMR approved changes to the work plan.

The Grantee agrees to complete the plan in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 8.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and project oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

**3. Time**

The Grantee must comply with all the time requirements described in this grant agreement.

**4. Consideration and Payment**

4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be

paid by the State as follows:

- 4.1.1. **Compensation.** Compensation in an amount not to exceed \$54,000, based on the following computation: See Attachment A for project budget.
- 4.1.2. **Matching Requirements.** Grantee certifies that the following matching requirement for the grant will be met by GRANTEE. The total project cost is \$54,000. Grantee agrees to match at least \$0 of this project cost.

THE TOTAL STATE OBLIGATION FOR ALL COMPENSATION AND REIMBURSEMENTS TO GRANTEE SHALL NOT EXCEED: FIFTY FOUR THOUSAND DOLLARS.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee.

#### 4.2. **Payment.**

- 4.2.1. **Payment.** The State shall disburse funds to the Grantee pursuant to this Agreement **on a reimbursement basis**. The Grantee shall submit payment requests with required expenditure documentation, as defined in the current Reimbursement Manual, to the State for review and approval. The Grantee shall submit payment requests on a regular basis (i.e. quarterly). The Grantee shall submit a final billing within 30 days of the end of the program period, or the expiration of the grant as specified herein.

If necessary, advance payments on grants shall be negotiated between the State and Grantee on a case by case basis. In order to make advance payments, the Grantee must prepare and submit a written justification to the State for approval that details the specific need to utilize advance payments. A copy of the signed justification must be maintained in the grant file. All advance payments on grants over \$50,000 must be reconciled within 12 months of issuance or within 60 days of the end of the grant period.

- 4.2.2. **Retainage.** The final reimbursement will be paid out when the State determines that the Grantee has satisfactorily fulfilled all the terms of this agreement, unless otherwise excluded by the State in writing.

#### 5. **Use of Funds**

- 5.1. The Grantee shall use the proceeds of this agreement only for the eligible direct expenditures of the project as described in the approved work plan.
- 5.2. The Grantee may provide portions of the proceeds of this agreement to the State. Work done by the State must be so specified in the approved work plan. A letter shall be submitted to the State's Authorized Representative and include: work to be accomplished; the specific area of the work plan authorizing the work; the portion of the proceeds to be used by the State; and the name, title, address, phone number and e-mail address for the State's staff member assigned to accomplish the work. The State will have the opportunity to review the letter and approve the work prior to accepting the funds. The Grantee's proceeds available under clause 4, Consideration and Payment, of this agreement shall be reduced by the amount provided for State use. In return, the State agrees to report back to the Grantee as to how appropriation funds were spent once the work is completed.

#### 6. **Conditions of Payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound to the current Reimbursement Manual, as provided by the State.

#### 7. **Authorized Representative**

The State's Authorized Representative is Amanda Sroka, Grants Manager, 500 Lafayette Road, St. Paul, MN 55155-4010, 651-259-5533, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or his/her designee will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Mark Maloney, Project Manager, 4600 Victoria Street N, Shoreview, MN, 55126, 651-490-4651, mmaloney@shoreviewmn.gov, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

#### 8. Assignment, Amendments, Waiver, and Grant Agreement Complete

- 8.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
- 8.3. **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.
- 8.4. **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

#### 9. Subcontractors, Contracting, and Bidding Requirements

- 9.1 The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee will refer to the Subcontractors section in the current Reimbursement Manual, as provided by the State.
- 9.2 Per Minnesota Statute 471.345, **municipalities** as defined in Subd. 1 must follow that Uniform Municipal Contracting Law if contracting funds from this grant contract agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.
  - 9.2.1 If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.
  - 9.2.2 If the amount of the contract is estimated to exceed \$25,000, but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2, and paragraph c.
  - 9.2.3 If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minnesota Statute 16C.28, Subd. 1, paragraph a, clause 2.
  - 9.2.4 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
  - 9.2.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statute 177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

#### 10. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

## 11. State Audits

Under Minn. Stat. §16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement.

## 12. Government Data Practices and Intellectual Property

12.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

### 12.2 **Intellectual Property Rights (if applicable).**

The Grantee will comply with Minnesota Statutes, Chapter 116P.10.

## 13. Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 14. Acknowledgment and Endorsement

14.1 **Acknowledgment.** The Grantee receiving an appropriation from the fund must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund. Grantee should also reference Attachment F.

14.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 15. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 16. Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

## 17. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee 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 state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## 18. American Disabilities Act

The Grantee must comply with the accessibility guidelines. Structural and nonstructural facilities must meet the design standards in the Americans with Disabilities Act (ADA) accessibility guidelines.

18.1 Americans with Disability Act Accessibility Guidelines for Buildings and Facilities (ADAAG), 2002.

## 19. Reporting Requirements

The Grantee is bound to reporting requirements in Attachments A and F, as well as Attachments D and E (if applicable).

**20. Monitoring**

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the project, the State’s authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

**21. Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

**22. Pollinator Best Management Practices**

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

**23. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

23.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

23.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

**24. Program Requirements**

The grantee must comply with the most current version of Attachment D and E as attached and incorporated into this contract. The grantee must also comply with Attachment F, Additional Environment and Natural Resources Trust Fund Requirements. Attachment F is subject to changes in law and the DNR Authorized Representative will notify Grantee of modifications.

Attachments:

A. Current Work Plan with LCCMR Approval Letter

B. Non-governmental Organization Sub-contracting (if applicable)

C. Conflict of Interest Disclosure

D. FY16 Reimbursement Manual

E. Land Acquisition Reporting Procedures (if applicable)

  X   F. Additional Environment and Natural Resources Trust Fund Requirements

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15 and 16C.05.*

Signed: Kim Montgomery

Date: 7/14/05

SWIFT PO No. 96547 PO 3-79951

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy



TO: MAYOR, CITY COUNCIL, CITY MANAGER  
FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN  
DATE: AUGUST 13, 2015  
SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

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

BACKGROUND

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

1045 Tomlyn Ave	Erosion Control completed
3521 Rice St	Erosion Control completed
5714 Royal Oaks Dr	Street Repair completed
745 Arbogast St	Street Repair completed
3434 Owasso Street	Erosion & Grading Cert completed
4133 Reiland Ln	Erosion, Grading Cert & Street completed
3339 Victoria St	Erosion Control completed

RECOMMENDATION

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

1045 Tomlyn Ave	EFH Company	\$ 500.00
3521 Rice St	Jendi Properties	\$ 1,000.00
5714 Royal Oaks Dr	Hardrives Inc	\$ 2,000.00
745 Arbogast St	Larson/Summit Design	\$ 1,500.00
3434 Owasso Street	Wonderful Home Builders	\$ 4,500.00
4133 Reiland Ln	Wonderful Home Builders	\$ 3,000.00
3339 Victoria St	Moser Homes	\$ 1,000.00

\*PROPOSED\*

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

HELD AUGUST 17, 2015

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 17, 2015 at 7:00 p.m. The following members were present:

and the following members were absent:

Member            introduced the following resolution and moved its adoption.

RESOLUTION NO. 15-73

RESOLUTION ORDERING ESCROW REDUCTIONS  
AT VARIOUS LOCATIONS IN THE CITY

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

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

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

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

1045 Tomlyn Ave	EFH Company	\$ 500.00
3521 Rice St	Jendi Properties	\$ 1,000.00
5714 Royal Oaks Dr	Hardrives Inc	\$ 2,000.00
745 Arbogast St	Larson/Summit Design	\$ 1,500.00
3434 Owasso Street	Wonderful Home Builders	\$ 4,500.00
4133 Reiland Ln	Wonderful Home Builders	\$ 3,000.00
3339 Victoria St	Moser Homes	\$ 1,000.00

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

and the following voted against the same:





TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN

DATE: AUGUST 13, 2015

SUBJECT: 2015 ASSESSMENTS - RECEIVE THE ASSESSMENT ROLL AND  
CALL FOR PUBLIC HEARING  
HASON/OAKRIDGE RECONSTRUCTION – PROJECT 14-01

### INTRODUCTION

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

Hanson/Oakridge Reconstruction – Project 14-01

The assessment roll has been completed and is attached along with the project cost worksheet. Council action is required to call for a public hearing on the proposed assessments. The assessments are proposed to be spread over 10 years with an interest rate 3.694%.

### BACKGROUND

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

#### HANSON/OAKRIDGE - RECONSTRUCTION PROJECT 14-01

This project reconstructed Hanson/Oakridge neighborhood including Hanson Road, Oakridge Drive and portions of Robinhood Place and Nottingham Place. The project included utility improvements, concrete curb and gutter, street pavement (including Pave Drain on Oakridge) and LED street lights. The street assessments are approximately \$196 less than proposed at the public hearing. The storm sewer assessments are the same as was presented at the public hearing. The affected properties assessments are to be spread over 10 years.

### RECOMMENDATION

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

7:00 P.M. – Hanson/Oakridge Reconstruction – Project 14-01

tlh  
#14-01

Date of Pending: March 17, 2014  
10 year assessment

HANSON/OAKRIDGE AREA  
RECONSTRUCTION  
PROJECT 14-01

STREET & STORM ASSESSMENTS			Street				Storm Sewer			Street/Storm	
Address		PIN	Assess Units	\$/Lot unit	Total Street	Lot Area	Assess Area	Rate	Total Storm	Total Assessment	
4810 HANSON	RD	143023240039	0.5	\$ 1,120.82	\$ 560.41	15,682	15,682	\$ 0.035	\$ 501.94	\$ 1,062.35	
4816 HANSON	RD	143023240040	1.0	\$ 1,120.82	\$ 1,120.82	18,295	18,295	\$ 0.035	\$ 547.66	\$ 1,668.48	
4817 HANSON	RD	143023230056	1.0	\$ 1,120.82	\$ 1,120.82	13,939	13,939	\$ 0.07	\$ 942.87	\$ 2,063.69	
4825 HANSON	RD	143023230057	1.0	\$ 1,120.82	\$ 1,120.82	8,712	8,712	\$ 0.07	\$ 609.84	\$ 1,730.66	
4826 HANSON	RD	143023240041	1.0	\$ 1,120.82	\$ 1,120.82	18,295	18,295	\$ 0.035	\$ 547.66	\$ 1,668.48	
4831 HANSON	RD	143023230058	1.0	\$ 1,120.82	\$ 1,120.82	8,276	8,276	\$ 0.07	\$ 579.32	\$ 1,700.14	
4836 HANSON	RD	143023240042	1.0	\$ 1,120.82	\$ 1,120.82	18,295	18,295	\$ 0.035	\$ 547.66	\$ 1,668.48	
4837 HANSON	RD	143023230059	1.0	\$ 1,120.82	\$ 1,120.82	9,148	9,148	\$ 0.07	\$ 640.36	\$ 1,761.18	
4845 HANSON	RD	143023230060	1.0	\$ 1,120.82	\$ 1,120.82	13,504	13,504	\$ 0.07	\$ 927.64	\$ 2,048.46	
4853 HANSON	RD	143023230061	1.0	\$ 1,120.82	\$ 1,120.82	8,712	8,712	\$ 0.07	\$ 609.84	\$ 1,730.66	
4858 HANSON	RD	143023240047	2.0	\$ 1,120.82	\$ 2,241.64	47,045	19,000	\$ 0.07	\$ 1,120.00	\$ 3,361.64	
4861 HANSON	RD	143023230062	1.0	\$ 1,120.82	\$ 1,120.82	8,276	8,276	\$ 0.07	\$ 579.32	\$ 1,700.14	
4870 HANSON	RD	143023240031	1.0	\$ 1,120.82	\$ 1,120.82	35,719	19,000	\$ 0.035	\$ 560.00	\$ 1,680.82	
4875 HANSON	RD	143023230063	1.0	\$ 1,120.82	\$ 1,120.82	19,166	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
4880 HANSON	RD	143023240030	1.0	\$ 1,120.82	\$ 1,120.82	35,719	19,000	\$ 0.035	\$ 560.00	\$ 1,680.82	
4885 HANSON	RD	143023230064	1.0	\$ 1,120.82	\$ 1,120.82	17,424	17,424	\$ 0.035	\$ 532.42	\$ 1,653.24	
4890 HANSON	RD	143023240025	1.0	\$ 1,120.82	\$ 1,120.82	13,068	13,068	\$ 0.07	\$ 912.38	\$ 2,033.20	
4891 HANSON	RD	143023230065	1.0	\$ 1,120.82	\$ 1,120.82	6,534	6,534	\$ 0.035	\$ 228.69	\$ 1,349.51	
4899 HANSON	RD	143023230066	0.5	\$ 1,120.82	\$ 560.41	9,583	9,583	\$ 0.035	\$ 335.41	\$ 895.82	
4910 HANSON	RD	143023240023	1.0	\$ 1,120.82	\$ 1,120.82	13,068	13,068	\$ 0.035	\$ 456.19	\$ 1,577.01	
4923 HANSON	RD	143023220010	1.0	\$ 1,120.82	\$ 1,120.82	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
4924 HANSON	RD	143023210019	1.0	\$ 1,120.82	\$ 1,120.82	20,473	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
4929 HANSON	RD	143023220009	1.0	\$ 1,120.82	\$ 1,120.82	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
4935 HANSON	RD	143023000008	1.0	\$ 1,120.82	\$ 1,120.82	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
4936 HANSON	RD	143023210018	1.0	\$ 1,120.82	\$ 1,120.82	16,988	16,988	\$ 0.07	\$ 1,049.58	\$ 2,170.40	
4940 HANSON	RD	143023210016	1.0	\$ 1,120.82	\$ 1,120.82	12,197	12,197	\$ 0.07	\$ 853.79	\$ 1,974.61	
4943 HANSON	RD	143023220007	1.0	\$ 1,120.82	\$ 1,120.82	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	

Date of Pending: March 17, 2014  
10 year assessment

HANSON/OAKRIDGE AREA  
RECONSTRUCTION  
PROJECT 14-01

STREET & STORM ASSESSMENTS				Street			Storm Sewer				Street/Storm	
Address		PIN	Assess Units	\$/Lot unit	Total Street	Lot Area	Assess Area	Rate	Total Storm	Assessment	Total	
4949 HANSON	RD	143023220006	1.0	\$ 1,120.82	\$ 1,120.82	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
4957 HANSON	RD	143023220005	1.0	\$ 1,120.82	\$ 1,120.82	23,958	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
4965 HANSON	RD	143023220004	1.0	\$ 1,120.82	\$ 1,120.82	15,204	15,204	\$ 0.07	\$ 987.14	\$ 2,107.96	\$ 2,107.96	
4965(2) HANSON	RD	143023220004	1.0	\$ 1,120.82	\$ 1,120.82	16,874	16,874	\$ 0.07	\$ 1,045.59	\$ 2,166.41	\$ 2,166.41	
4866 NOTTINGHAM	PL	143023240016	1.0	\$ 1,120.82	\$ 1,120.82	17,424	17,424	\$ 0.035	\$ 532.42	\$ 1,653.24	\$ 1,653.24	
4867 NOTTINGHAM	PL	143023240051	1.0	\$ 1,120.82	\$ 1,120.82	10,842	10,842	\$ 0.035	\$ 379.47	\$ 1,500.29	\$ 1,500.29	
4877 NOTTINGHAM	PL	143023240050	1.0	\$ 1,120.82	\$ 1,120.82	15,180	15,180	\$ 0.035	\$ 493.15	\$ 1,613.97	\$ 1,613.97	
4880 NOTTINGHAM	PL	143023240017	1.0	\$ 1,120.82	\$ 1,120.82	16,117	16,117	\$ 0.035	\$ 509.55	\$ 1,630.37	\$ 1,630.37	
4888 NOTTINGHAM	PL	143023240018	1.0	\$ 1,120.82	\$ 1,120.82	19,166	19,000	\$ 0.035	\$ 560.00	\$ 1,680.82	\$ 1,680.82	
4900 NOTTINGHAM	PL	143023240019	1.0	\$ 1,120.82	\$ 1,120.82	26,621	19,000	\$ 0.035	\$ 560.00	\$ 1,680.82	\$ 1,680.82	
4910 NOTTINGHAM	PL	143023240020	1.0	\$ 1,120.82	\$ 1,120.82	37,026	19,000	\$ 0.035	\$ 560.00	\$ 1,680.82	\$ 1,680.82	
862 OAKRIDGE	AVE	143023210025	1.0	\$ 1,120.82	\$ 1,120.82	19,166	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
905 OAKRIDGE	AVE	143023210001	1.0	\$ 1,120.82	\$ 1,120.82	20,038	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
915 OAKRIDGE	AVE	143023210002	1.0	\$ 1,120.82	\$ 1,120.82	24,300	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
919 OAKRIDGE	AVE	143023210003	1.0	\$ 1,120.82	\$ 1,120.82	23,958	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
924 OAKRIDGE	AVE	143023210024	1.0	\$ 1,120.82	\$ 1,120.82	24,829	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
925 OAKRIDGE	AVE	143023210004	1.0	\$ 1,120.82	\$ 1,120.82	23,958	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
930 OAKRIDGE	AVE	143023210023	1.0	\$ 1,120.82	\$ 1,120.82	16,552	16,552	\$ 0.07	\$ 1,034.32	\$ 2,155.14	\$ 2,155.14	
931 OAKRIDGE	AVE	143023210005	1.0	\$ 1,120.82	\$ 1,120.82	31,363	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
936 OAKRIDGE	AVE	143023210022	1.0	\$ 1,120.82	\$ 1,120.82	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,094.17	\$ 2,094.17	
941 OAKRIDGE	AVE	143023210006	1.0	\$ 1,120.82	\$ 1,120.82	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,094.17	\$ 2,094.17	
942 OAKRIDGE	AVE	143023210021	1.0	\$ 1,120.82	\$ 1,120.82	30,927	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
945 OAKRIDGE	AVE	143023210007	1.0	\$ 1,120.82	\$ 1,120.82	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,094.17	\$ 2,094.17	
949 OAKRIDGE	AVE	143023210008	1.0	\$ 1,120.82	\$ 1,120.82	29,620	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
951 OAKRIDGE	AVE	143023210009	1.0	\$ 1,120.82	\$ 1,120.82	20,473	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	
956 OAKRIDGE	AVE	143023210020	1.0	\$ 1,120.82	\$ 1,120.82	25,700	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	\$ 2,240.82	

Date of Pending: March 17, 2014  
10 year assessment

HANSON/OAKRIDGE AREA  
RECONSTRUCTION  
PROJECT 14-01

STREET & STORM ASSESSMENTS			Street			Storm Sewer			Street/Storm	
Address	PIN	Assess Units	\$/Lot unit	Total Street	Lot Area	Assess Area	Rate	Total Storm	Total Assessment	
957 OAKRIDGE AVE	143023210010	1.0	\$ 1,120.82	\$ 1,120.82	20,473	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
960 OAKRIDGE AVE	143023210017	1.0	\$ 1,120.82	\$ 1,120.82	11,326	11,326	\$ 0.07	\$ 792.82	\$ 1,913.64	
963 OAKRIDGE AVE	143023210011	1.0	\$ 1,120.82	\$ 1,120.82	17,424	17,424	\$ 0.07	\$ 1,064.84	\$ 2,185.66	
971 OAKRIDGE AVE	143023210026	1.0	\$ 1,120.82	\$ 1,120.82	29,620	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
979 OAKRIDGE AVE	143023210014	1.0	\$ 1,120.82	\$ 1,120.82	24,829	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
985 OAKRIDGE AVE	143023220001	1.0	\$ 1,120.82	\$ 1,120.82	43,995	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
991 OAKRIDGE AVE	143023220067	1.0	\$ 1,120.82	\$ 1,120.82	33,541	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
999 OAKRIDGE AVE	143023220003	1.0	\$ 1,120.82	\$ 1,120.82	36,154	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
1000 OAKRIDGE AVE	143023220069	1.0	\$ 1,120.82	\$ 1,120.82	67,953	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
1003 OAKRIDGE AVE	143023220012	1.0	\$ 1,120.82	\$ 1,120.82	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,094.17	
1009 OAKRIDGE AVE	143023220013	1.0	\$ 1,120.82	\$ 1,120.82	24,829	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
1013 OAKRIDGE AVE	143023220068	1.0	\$ 1,120.82	\$ 1,120.82	65,340	19,000	\$ 0.07	\$ 1,120.00	\$ 2,240.82	
948 ROBINHOOD PL	143023240028	1.0	\$ 1,120.82	\$ 1,120.82	17,424	17,424	\$ 0.035	\$ 532.42	\$ 1,653.24	
949 ROBINHOOD PL	143023240021	1.0	\$ 1,120.82	\$ 1,120.82	16,988	16,988	\$ 0.035	\$ 524.79	\$ 1,645.61	
956 ROBINHOOD PL	143023240027	1.0	\$ 1,120.82	\$ 1,120.82	16,988	16,988	\$ 0.035	\$ 524.79	\$ 1,645.61	
959 ROBINHOOD PL	143023240022	1.0	\$ 1,120.82	\$ 1,120.82	21,344	19,000	\$ 0.035	\$ 560.00	\$ 1,680.82	
965 ROBINHOOD PL	143023240024	1.0	\$ 1,120.82	\$ 1,120.82	15,246	15,246	\$ 0.035	\$ 494.31	\$ 1,615.13	
966 ROBINHOOD PL	143023240026	1.0	\$ 1,120.82	\$ 1,120.82	13,068	13,068	\$ 0.035	\$ 456.19	\$ 1,577.01	
985 ROBINHOOD PL	143023230001	0.5	\$ 1,120.82	\$ 560.41	11,761	11,761	\$ 0.035	\$ 411.64	\$ 972.05	
985 TANGLEWOOD DR	143023230055	0.5	\$ 1,120.82	\$ 560.41	12,632	12,632	\$ 0.07	\$ 884.24	\$ 1,444.65	
<b>Total Assessable Units &amp; Assessments</b>		72.0		\$ 80,699.04				\$ 61,803.63	\$ 142,502.67	

t:/projects/2014/14-01 hanson oakridge reconstruction/assessments/hanson\_oakridge

**ASSESSMENTS – STREET PROJECT 14-01  
HANSON/OAKRIDGE RECONSTRUCTION**

PROJECT COSTS

Project 14-01

Prime Contractor –Arnt Construction Co	\$ 1,543,502.56
Design & Construction Eng. (City)	\$ 164,193.58
Legal & Easements	\$ 276.00
Bonding	\$ -
Administration - Other, Misc.	\$ 46,414.28
Total Project Cost	<u>\$ 1,754,386.42</u>

ASSESSMENTS

Total Street Assessment	\$ 80,699.04
Total Storm Sewer Assessment	<u>\$ 61,803.63</u>
Total Assessments	\$ 142,502.67
Non-Assessable	\$ 1,611,883.75

Number of Assessable Units for Street 72

	<u>Feasibility</u>	<u>Actual</u>	<u>Difference</u>
Street Assessment per unit	\$ 1,317.00	\$ 1,120.82	\$ 196.18 Less
Storm Sewer Rate - Residential Per Policy		- Direct \$ 0.07/0.035 per S.F.	
		- Indirect \$ 0.035/0.0175 per S.F.	

#14-01  
TLH 7/30/15

**TO: MARK MALONEY  
TOM WESOLOWSKI**

**FROM: TOM HAMMITT**

**DATE: JULY 21, 2015**

**SUBJECT: 2015 ASSESSMENT SCHEDULE**

I have put together an assessment schedule for the 2015 Assessments. The following projects are scheduled for assessing:

**Hanson Oakridge Reconstruction Project 14-01**

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

**2015 ASSESSMENTS - PROJECT SCHEDULE**

A tentative schedule for preparing the assessments is as follows:

July 21-30, 2015	Gather cost information (from Finance) Prepare cost of assessments
August 3, 2015	Engineering provides costs and proposed amounts to be assessed. Council declares costs and orders preparation of assessment rolls.
* August 17, 2015	Engineering completes assessment rolls. Council orders Public Hearing for September 21 <sup>st</sup> .
August 21, 2015	Engineering forwards Notice of Hearing to newspaper. Published Notice of Hearing appears in the official paper on August 26, September 2.
August 27, 2015	Engineering mails resident notices after first notice appears on August 26.
September 21, 2015	Public Assessment Hearing date. Adopt assessment if no objections. Mail Notice of Adoption on September 22. (Begin 30-day payment period)
October 5, 2015	Objection Response Meeting if not adopted at the hearing – Must Adopt Assessment roll, begin 30-day payment period.
October 6, 2015	Mail Adoption Notice. (Includes 30-day pre-payment period at the City).
November 9, 2015	Engineering certifies assessment roll to Ramsey County 30 days from adoption or not later than November 15, 2015.

- PROPOSED -

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

HELD AUGUST 17, 2015

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 17, 2015, at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 15-74

RESOLUTION RECEIVING ASSESSMENT ROLL  
AND ORDERING ASSESSMENT HEARING FOR  
HANSON/OAKRIDGE RECONSTRUCTION – PROJECT 14-01

WHEREAS, by resolution passed by the City Council, the City Engineer was directed to prepare a proposed assessment roll for the 2015 assessment projects, and

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

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

1. The Council shall meet on the 21<sup>st</sup> day of September, 2015, at 7:00 p.m., in the City Council Chambers, 4600 Victoria Street North, in the City of Shoreview, for the purpose of holding a public hearing to hear, consider and pass upon any and all written and oral objections which may be offered with respect to the proposed special assessments for Hanson/Oakridge Reconstruction, Project 14-01.
2. The Public Hearing notices shall be published by the City Manager in the official newspaper at least two weeks prior to the hearing and mailed notice shall be sent to the owners of each parcel described in the assessment roll.



PROPOSED RESOLUTION

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

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

to adopt Resolution No.15-70 approving Payment No.5 (Final), for the 2014 Trail Rehabilitation and Construction, City Project No. 14-05.

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

JOHNSON                    \_\_\_\_\_                    \_\_\_\_\_

QUIGLEY                    \_\_\_\_\_                    \_\_\_\_\_

SPRINGHORN                    \_\_\_\_\_                    \_\_\_\_\_

WICKSTROM                    \_\_\_\_\_                    \_\_\_\_\_

MARTIN                    \_\_\_\_\_                    \_\_\_\_\_

REGULAR COUNCIL MEETING  
AUGUST 17, 2015

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: GLEN M. HOFFARD  
SENIOR ENGINEERING TECHNICIAN

DATE: AUGUST 13, 2015

SUBJECT: 2014 TRAIL REHABILITATION AND CONSTRUCTION,  
CITY PROJECT NO. 14-05, PAYMENT NO.5 (FINAL)

#### INTRODUCTION

The attached Payment No.5 (Final) has been prepared by staff and must be approved by the City Council.

#### BACKGROUND

On July 7, 2014, the City Council awarded a contract to Rum River Contracting in the amount of \$ 279,072.77 for the 2014 Trail Rehabilitation and Construction, City Project No.14-05 and authorized the Mayor and City Manager to sign said contract. On December 1, 2014, Change Order No.1 was approved by the City Council in the amount of \$ 49,714.60 which increased the contract amount to \$ 328,787.37.

#### DISCUSSION

Rum River Contracting has completed all work on the project and is requesting final payment. Payment No. 5 (Final), in the amount of \$ 10,813.31, will result in a total amount of work completed of \$ 328,785.58. All testing and inspections have been performed and have shown the work to be in compliance with the approved plans and specifications.

#### RECOMMENDATION

It is recommended that the City Council adopt the attached proposed resolution approving Payment No.5 (Final) for the 2014 Trail Rehabilitation and Construction, City Project No.14-05.

APPLICATION FOR PAYMENT

NO. 5 (Final)

PROJECT: 2014 Trail Rehabilitation & Construction Project  
OWNER: City of Shoreview  
PROJECT NO: 14-05  
CONTRACTOR: Rum River Contracting Co.  
APPLICATION DATE: 8/17/2015 FOR PERIOD ENDING: 8/7/2015

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STATEMENT OF WORK

ORIGINAL CONTRACT AMOUNT	\$ <u>279,072.77</u>
NET CHANGE BY CHANGE ORDER	\$ <u>49,714.60</u>
CONTRACT AMOUNT TO DATE	\$ <u>328,787.37</u>
TOTAL AMOUNT OF WORK COMPLETED	\$ <u>328,785.58</u>
LESS 0 % RETAINAGE	\$ <u>-</u>
AMOUNT DUE TO DATE	\$ <u>328,785.58</u>
LESS PREVIOUS PAYMENTS	\$ <u>317,972.27</u>
PAYMENT DUE THIS APPLICATION	\$ <u>10,813.31</u>

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

**HELD AUGUST 17, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 17, 2015 at 7:00 pm. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 15-70

APPROVING PAYMENT NO.5 (FINAL)  
FOR THE 2014 TRAIL REHABILITATION AND CONSTRUCTION  
CITY PROJECT NO.14-05

WHEREAS, On July 7, 2014 the City Council awarded a contract, in the amount of \$ 279,072.77, to Rum River Contracting for the 2014 Trail Rehabilitation and Construction, City Project No. 14-05, and authorized the Mayor and City Manager to sign said contract, and

WHEREAS, On December 1, 2014, Change Order No.1, in the amount of \$ 49,714.60, was approved by the City Council and increased the contract amount to \$ 328,787.37, and

WHEREAS, Payment No.5 (Final) in the amount of \$ 10,813.31, for a total amount of work completed of \$ 328,785.58, has been prepared by staff, and

WHEREAS, the Director of Public Works has recommended approval of proposed Payment No.5 (Final).

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

That Payment No.5 (Final) in the amount of \$ 10,813.31, for a total amount of work completed of \$ 328,785.58, is hereby approved.

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

The following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 17th day of August 2015.

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

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 17th day of August 2015, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the approval of Payment No.5 (Final), for the 2014 Trail Rehabilitation and Construction, City Project No. 14-05.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 18th day of August 2015.

SEAL

\_\_\_\_\_  
Terry C. Schwerm  
City Manager

**PROPOSED MOTION**

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

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

To award the quote for replacing the outfield fencing at Shamrock Park to Modern Fence & Construction, Inc. in the amount of \$20,400.

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

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: AUGUST 14, 2015**

**SUBJECT: AWARD OF QUOTE—REPLACE OUTFIELD FENCE AT SHAMROCK PARK**

**INTRODUCTION**

The 2015 Capital Improvement Program includes a project for the replacement of outfield fencing. The City Council is being asked to award the quote for this project.

**BACKGROUND**

The outfield fencing on the two softball fields at Shamrock Park is in poor condition. The park maintenance crews did some minor repair work to the fencing so that it would function during the year's softball season, but it is in need of replacement. The Capital Improvement Program includes \$20,000 for the replacement of fencing at the park.

Staff solicited quotes for this work as noted below:

Modern Fence & Construction, Inc.	\$20,400
Town & Country Fence	\$20,750

Staff is recommending that the City Council award the quote for the replacement fencing at Shamrock Park to Modern Fence & Construction in the amount of \$20,400. Modern Fence has successfully completed other fence projects for the City. The funding for this project is from the General Fixed Asset Revolving Fund.

The project would be completed in late September or early October after completion of the fall softball season.

**RECOMMENDATION**

Based on the foregoing information, it is recommended that the City Council award the quote for replacing the outfield fencing at Shamrock Park to Modern Fence in the amount of \$20,400.



Ron Rude <rrude@shoreviewmn.gov>

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## Fence Quote

2 messages

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Randy Kleve <randykleve@comcast.net>  
To: rrude@shoreviewmn.gov

Wed, Jun 3, 2015 at 2:04 PM

Hi Ron

Modern Fence proposes to furnish materials and labor to remove and replace 1020' of 5' high chain link outfield fences complete at Shamrock Park.

5'h x 9ga x 2" mesh wire  
3"od end posts  
2.5"od line posts  
1.66"od top & bottom rail  
Remove & haul away existing fence

Total \$20,400.00

\*\* Yellow protective fence cap to be removed by city

Thank you,  
Randy Kleve  
Modern Fence & Construction Inc.  
info@modern-fence.com  
651-426-4097 Work  
651-426-5335 Fax

---

Ron Rude <rrude@shoreviewmn.gov>  
To: Randy Kleve <randykleve@comcast.net>

Wed, Jun 3, 2015 at 2:57 PM

Randy,  
Thanks for the quote. I will run it by the powers to be and let you know. Thanks, Ron  
[Quoted text hidden]



**"The Best Name in Fence"**

**To: City of Shoreview**

**Date of Estimate: 7/31/2015**

**Shamrock Park**  
5623 Snelling Ave N  
Shoreview, MN 55126

**Terms: Net on Comp.**

**Project Scope: Replace Outfield Fencing on both fields:**

- (2) Fields, approximately 490' of fence each
- remove and haul existing 60" galvanized chain link fence
  - all posts pulled and materials disposed of on site
- Furnish & Install new 60" high galvanized chain link fence
- fence installed in same location as existing
  - 3" Sch.40 end posts driven 48" deep into ground
  - 2 1/2" Sch.40 line posts driven 48" deep @ 10' on center or less
  - 1 5/8" Sch.40 top and bottom rails
  - 60" - 9 gauge chain link fabric

**Total Price for Outfield Fence Replacement = \$20,750.00\***

\*Option for new top cap = +\$2500.00\*

Thank you,

**Mark Wassink**  
Commercial Sales

Office (763) 425-5050  
Fax (763) 425-9006  
Cell (612) 968-4945  
markw@tcfence.com

**PUBLIC HEARING AGENDA**  
**FOR 271 and 277 NORTH OWASSO BOULEVARD, 236 and 244**  
**GRAND AVENUE, AND ADJACENT VACANT LAND**

Purpose: VACATION REQUEST

Published Time: 7:00 P.M.

Published Date: JULY 29, 2015

Affidavit of Publication: JULY 29, 2015

Affidavit of Mailing: JULY 31, 2015

Review of Affidavits of Mailing and  
Publication by City Attorney: AUGUST 17, 2015

Open Public Hearing - Time:

Hearing Discussion: VACATION OF STREET RIGHT-OF-WAY

CLOSE THE PUBLIC HEARING at \_\_\_\_\_ P.M.  
MOVE TO CLOSE BY COUNCILMEMBER \_\_\_\_\_  
SECONDED BY COUNCILMEMBER \_\_\_\_\_

ROLL CALL:	AYE	NAY
JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING  
AUGUST 17, 2015

**MOTION TO APPROVE THE VACATION REQUEST**

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

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

To adopt Resolution 15-60, approving the Vacation request, submitted by the Zawadski Homes, et al, vacating the interest of the public in certain public right-of-way abutting 244 and 236 Grand Ave., 271 and 277 North Owasso Boulevard, and adjacent vacant land, subject to the following:

1. Approval of the Final Plat, Owasso Beach, by the City Council.
2. Executed conveyances shall be prepared by Zawadski Homes for Outlot A, and by the owner of 271 No. Owasso Boulevard for an access easement prior to the City recording Resolution 15-60.
3. Resolution 15-60 approving the vacation request shall be recorded with Ramsey County prior to the City endorsing the final plat.

This approval is based on the following finding:

1. The right-of-way proposed for vacation no longer serves the need of the public.

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

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

Regular City Council Meeting - August 17, 2015

## MOTION TO APPROVE THE FINAL PLAT

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

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

To approve the Final Plat application submitted by Zawadski Homes, Inc., to subdivide the property at 244 Grand Avenue and adjacent vacant land, and authorize execution of the Site Development Agreement, subject to the following:

1. A public use dedication fee shall be submitted as required by ordinance. Credit shall given for the existing dwelling.
2. The applicant shall obtain permits from Ramsey Washington Metro Watershed District, and other agencies as needed prior to the City's issuance of a grading permit or building permit.
3. Municipal water and sewer shall be provided to all lots.
4. Tree Preservation and Replanting plan shall be submitted for review and approval by the City Planner. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. Grading, Drainage and Erosion Control plans shall be submitted with each building permit application.
6. Final site grading and utility plans are subject to review and approval by the City Engineer.
7. Title to Outlot A shall be conveyed to the property owners of 271 and 277 North Owasso Boulevard.
8. The development of this subdivision shall comply with the comments of the Lake Johanna Fire Department dated March 19, 2015. If construction on Lots1 thru 5 is proposed prior to the completion of the City street improvements, the Developer shall submit access and fire hydrant plans for those Lots that comply with the requirements of the Lake Johanna Fire Department.
9. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
10. Subject to adoption of Resolution 15-60 by the City Council, vacating certain street right-of-way, accruing as shown on the final plat.
11. These approvals expire within one-year of the date approved by the City Council unless the plat of Owasso Beach has been recorded with Ramsey County.

This approval is based on the following findings:

1. The subdivision is consistent with the policies of the Comprehensive Plan.
2. The subdivision will not conflict with or impede the planned use of adjoining property.
3. The proposed plat complies with the subdivision standards.
4. The Final Plat is consistent with the Preliminary Plat approval.

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

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

Regular City Council Meeting – August 17, 2015

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

**FROM:** Rob Warwick, Senior Planner

**DATE:** August 13, 2015

**SUBJECT:** File 2586-15-29, Final Plat and Vacation, Zawadski Homes, 244 Grand Avenue

**Introduction and Background**

At the July 20, 2015 meeting, the Council denied a vacation request and tabled consideration of the Final Plat for the Subdivision of Owasso Beach, submitted by Zawadski Homes Inc., on behalf of Carol Osterbauer. The proposed vacation was denied because it would have resulted in a portion of public alley right-of-way being disconnected from other public right-of-way.

In response, the applicant revised the plans for the Final Plat of this 10 lot residential single-family subdivision to be known as Owasso Beach, and is now requesting the City vacate the public right-of-way abutting the proposed plat. Joined in the vacation request are: Robert and Janet Bevins, 236 Grand Avenue; Amy and Lee Bryngelson, 277 North Owasso Boulevard; and Brian Klassen, 271 North Owasso Boulevard. The Bevins, Bryngelson, and Klassen properties are not included in the proposed plat, but the intent of the vacation is to adjust the right-of-way line abutting their respective property. The vacation request includes the entire public right-of-way, street and alley, adjacent to the proposed plat.

Zawadski Homes proposes to remove the existing dwelling and associated site improvements at 244 Grand Avenue and create 10 lots for detached single-family residential use with the subdivision. Access to the lots will be provided from the existing public streets, Grand Avenue, which is unimproved, and North Owasso Boulevard.

The applications were complete August 3, 2015.

**Project Summary**

Four of the proposed lots have frontage onto North Owasso Boulevard, and six lots have frontage on Grand Avenue. The existing home and several detached accessory structures will be removed. The site will be graded and a stormwater basin constructed on Lot 7, where the low topographic elevation is located.

The final plat also includes an Outlot, which represents the north half of the existing alley. With approval of the vacation request, the north half of the alley accrues to the plat of Owasso Beach, and the south half to the properties at 271 and 277 North Owasso Boulevard. The applicant states that he intends to convey title of Outlot A to the property owners to the south, so that access to their parcels remains unaffected by the subdivision and vacation.

The City has scheduled a 2016 street improvement project to reconstruct Grand Avenue. At that time, the pavement will be extended west to improve connectivity with other streets in the neighborhood. This reconstruction and extension project will provide access for Lots 1 – 5.

## **Vacation**

The neighborhood was platted in 1890, with the plat of Owasso. Street and alley right-of-way (ROW) was dedicated on this plat. Portions of the platted ROW have been vacated by the City after requests by adjacent property owners. The status of the ROW in the Owasso plat is shown on an attached exhibit.

The applicants request the City vacate Centre Street from Grand Ave. south to North Owasso Boulevard in its entirety, along with portions of the alley, both west and east of Centre Street. The request includes the portion of the alley west of Centre St., and there will be no public alley right-of-way remaining west of Centre Street if the vacation is approved. See the attached vacation sketch.

The property owners of 271 and 277 North Owasso Boulevard currently use a driveway located in Centre Street and the alley north of their properties for vehicular access. The owner of 271 indicates that he intends to convey a private access easement to the owner of 277 so the access remains over the west 30-feet of Centre Street that will accrue to 271 as a result of the vacation. As currently configured, 271 is a corner lot, and that will change with the vacation of Centre Street. The portion of vacated alley that accrues to the plat of Owasso Beach is shown as Outlot A on the Final Plat. Zawadski Homes intends to dispose of Outlot A by conveying that strip of land to the owners of 271 and 277 North Owasso Blvd.

Notice of the Public Hearing regarding the vacation request was again mailed to affected property owners, and published in the City's legal newspaper. Comments that were submitted in response to both the current and previous notices are attached.

During prior reviews, the Council has indicated that the vacation should not impede use of the street and alley by the existing residents, and the residents and Zawadski Homes have agreed to the plan proposed so that the current access will remain. As such, staff believes that it is appropriate to approve the vacation. The two current residents will continue to access their property from their driveways off of North Owasso Boulevard as well as from the private driveway that has been established east and north of their property.

A 4/5<sup>th</sup> majority of the City Council is necessary to approve a vacation of public right-of-way.

## **Final Plat**

The plat known as the Owasso Beach subdivides the property into 10 single-family residential lots, Outlot A, and dedicates easements which are required for drainage and utility purposes. The proposed parcels comply with the minimum dimensional standards for lot area (10,000 square feet), width (75-feet) and depth (125-feet) in the R-1, Detached Residential Zoning District.

### ***Stormwater Management, Grading, and Tree Impact***

The grading and stormwater management plan have been revised to incorporate City comments, and staff find the revised plans generally acceptable. The City Engineer's comments are attached.

Stormwater will be managed through site grading to direct runoff to a rain garden located on Lot 7. This lot has a width of about 125 feet so to accommodate the area needed for infiltration and still have a suitable building pad area. Mass grading will prepare the area for home construction, using

soils from the pad areas to provide fill needed elsewhere on the site, but the mass grading will avoid disturbing about 30% of the site. The grading plan is intended to reduce the volume of soil removed from the site, and reduce tree impacts.

There will be 29 landmark trees removed due to the development. Replacement trees are required at a rate of 3 replacements for each landmark tree removed. The applicant expects that landscaping for the new development will accommodate about 50 of the required replacement trees, with a cash payment to the City for the remainder of the replacements

### ***Municipal Utilities***

Municipal sanitary sewer and water services are located in the existing street right-of-ways bounding the **proposed** plat. The existing home on Lot 6 is currently connected to these services. All of the new homes are required to connect to municipal utilities, and utility service stubs have been installed from the mains to the property line for several of the proposed lots, but the applicant will need to install service stubs to the balance of the new lots.

### ***Development Agreement***

A Site Development Agreement has been prepared for the project and is attached. The Agreement addresses apportionment of the costs for the Grand Avenue reconstruction project, the park fee, access for lots 1-5 prior to completion of the improvements to Grand Avenue, in addition to the usual terms for this type of development.

### **Comment**

Property owners affected by the vacation were notified of the Public Hearing. Two comments were submitted in response, both expressing concerns regarding access to the neighborhood in the event of a rail disaster. The comments are attached.

### **Recommendation**

Staff recommends the Council hold the Public Hearing on the vacation and take public testimony. Staff has reviewed the applications and plans and found them to comply with the previous approvals. Staff recommends the Council adopt Resolution 15-60, approving the vacation request, approve the Final Plat, and authorize execution of the Development Agreements, subject to the following conditions.

#### *Vacation*

1. Approval of the Final Plat, Owasso Beach, by the City Council.
2. Executed conveyances shall be prepared by Zawadski Homes for Outlot A, and by the owner of 271 No. Owasso Boulevard for an access easement prior to the City recording Resolution 15-60.
3. Resolution 15-60 approving the vacation request shall be recorded with Ramsey County prior to the City endorsing the final plat.

#### *Final Plat*

1. A public use dedication fee shall be submitted as required by ordinance. Credit shall given for the existing dwelling.
2. The applicant shall obtain permits from Ramsey Washington Metro Watershed District, and other agencies as needed prior to the City's issuance of a grading permit or building permit.

3. Municipal water and sewer shall be provided to all lots.
4. Tree Preservation and Replanting plan shall be submitted for review and approval by the City Planner. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. Grading, Drainage and Erosion Control plans shall be submitted with each building permit application.
6. Final site grading and utility plans are subject to review and approval by the City Engineer.
7. Title to Outlot A shall be conveyed to the property owners of 271 and 277 North Owasso Boulevard.
8. The development of this subdivision shall comply with the comments of the Lake Johanna Fire Department dated March 19, 2015. If construction on Lots 1 thru 4 is proposed prior to the completion of the City street improvements, the Developer shall submit access and fire hydrant plans for those Lots that comply with the requirements of the Lake Johanna Fire Department.
9. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
10. Subject to adoption of Resolution 15-60 by the City Council, vacating certain street right-of-way, accruing as shown on the final plat.
11. These approvals expire within one-year of the date approved by the City Council unless the plat of Owasso Beach has been recorded with Ramsey County.

Attachments:

1. Location Map
2. Submitted Statement and Plans
3. Development Agreement
4. Resolution 15-60, Vacation Approval
5. Motion and Agenda – Public Hearing for Vacation
6. Proposed Motion

T:/2015pcf/2586-15-29 zawadski final plat vacation/ccreport Aug 17



400.0 0 200.00 400.0 Feet

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



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

**Notes**

Enter Map Description

**SITE DEVELOPMENT AGREEMENT  
FOR  
ZAWADSKI HOMES**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and Zawadski Homes their successors and assigns (hereinafter the "Developer").

(II) On August 17, 2015 the City gave *final plat* approval to develop certain property located within the City and legally described as follows (hereinafter the "subject property")

*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*

*Together with that portion of the vacated alley and Centre Street accruing thereto.*

(Generally known as 244 Grand Avenue and adjacent vacant land, which upon platting will comprise the subdivision to be known as *Owasso Beach*.)

(III) Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of request for occupancy.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Zoning.** The property within this development is located in the R1, Detached Residential District.
- B) **Owasso Beach Plat.** The approved Plat subdivides the property into 10 lots for single-family residential development, and an outlot. The existing single-family home will be demolished along with other detached accessory structures and off-street parking areas.
- C) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on August 17, 2015 (**Exhibit A**) whether or not specified in this Agreement.

- D) **Demolition of Existing Site Improvements.** The property is currently developed with a single-family residential home, and several detached structures. Grading and demolition permits can be issued concurrently provided that demolition of the dwelling and attached garage occurs prior to commencement of the other site grading work. The Developer shall obtain a demolition permit and other permits as applicable and required. Existing sanitary sewer and water services shall be abandoned, subject to the permitting and inspection requirements of the City. The wells on the property shall be sealed according to the requirement of the State of Minnesota Department of Health. Copies of the sealing records shall be sent to the Shoreview Public Works Department.
- E) **City Permits Required.** The Developer shall not commence any tree removal, grading or erosion control activity until a grading permit is issued. A demolition permit and sanitary sewer/water permit are required for the removal of any structures.
- F) **Other Agency Permits and Approvals.** It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction. The applicant shall obtain an NPDES permit and Ramsey Washington Metro Watershed District permit before any City permits are issued for this site.
- G) **Public Recreation Use Dedication Fee.** The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value (FMV) of the land by reference to current market data, if available, or by obtaining an appraisal of the land from a licensed real estate appraiser. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or release of the final plat by the City. The FMV of the existing parcel has been determined to be **\$450,000.00**, as identified in the purchase agreement for the property.
- 1) Residential Use. The Cash Equivalency Payment required for residential uses is based upon the density of dwelling units per acre on the development, and the FMV of the land. The proposed development has a density of **2.67 units per acre**, therefore, **the Cash Equivalency Payment shall equal 5% of the FMV.** The Fair Market Value of the property is **\$450,000.00** and **the Cash Equivalency Payment required is \$20,250.00**, and this amount includes a credit equal to 1/10<sup>th</sup> for the one existing dwelling unit in recognition of the existing home at 244 Grand Avenue.

The Cash Equivalency Payment shall be due as follows:

1. \$2,025.00, **10% of the Cash Equivalency Payment** prior release of the final plat by the City; and
2. \$2,025.00, **10% of the Cash Equivalency Payment** prior to the City issuing a building permit for each of the first nine dwellings in the subdivision;

3. Provided that 100% of the Cash Equivalency Payment shall be paid to the City before April 15, 2018.

- H) **Building Permit Issuance** The City will not issue building permits for Lots 1, 2, 3, 4, or 5, until the base course of asphalt has been installed, or until the Developer constructs access and provides a fire hydrant that meet the requirements of the Lake Johanna Fire Department (LJFD).

Developer hereby agrees to indemnify and hold harmless the City for any damages that may occur as a result of the construction of homes prior to the completion of the street improvements. No certificate of occupancy shall be issued for any home until the base asphalt course of the public street is completed by the City in 2016, unless otherwise approved by the City Manager or his designee. If a model home is occupied prior to the completion of the base asphalt course of the adjacent public street improvement and acceptance of such streets by the City, Developer shall provide all maintenance necessary for such streets including snowplowing, until street improvements have been completed by the City.

- D) **Improvements – Plans and Specifications.** All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications submitted for the Final Plat. The approved plans include the subdivision of this property into 10 lots for single-family residential use, constructing services for municipal utilities to serve each resulting lot, and stormwater management for the development. All conditions of the Final Plat approval by the City's Council on August 17, 2015 are to be satisfied whether or not identified in this document. Minor changes may be permitted if approved by the Public Works Director.
- J) **Tree Replacement and Protection.** The Developer agrees to protect and preserve trees in accordance with the tree preservation plan approved by the City Council. Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Preservation Plan.

**Protective tree fencing shall be inspected by the City Natural Resource Specialist prior to the issuance of a grading permit and commencement of any grading or site development activities.** All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence.

The developer shall submit a **cash surety in the amount of \$5,000.00** to ensure said protection measures will be installed and maintained during construction. If landmark trees are damaged during construction, the replacement ratio is 1 replacement tree per damaged landmark tree and a surety deposited at a rate of \$250.00 per required replacement tree.

Tree replacement shall be required as specified in the City's ordinances. If the number of trees required to be replaced cannot be planted on the development site, the Developer agrees to provide a cash contribution to the City's Forestry Fund at a rate of \$250.00 per replacement tree.

- K) **Tree Replacement.** Prior to issuance of a grading permit, the Developer shall submit a tree replacement plan for approval by the City Planner. The Developer agrees to install all replacement trees as shown on the approved plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All replacement trees placed, as part of this plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A landscape surety of **\$10,000.00** is required prior to the issuance of any permits for this project. The financial security may be submitted in the following forms: a certified check, a cash deposit, or a letter of credit. The City shall retain the escrow for a period of at least one year after installation to insure survival of the landscape improvements.

- L) **Sewer and Water Utility Improvements (Public Utilities).** Public Sewer and Water Utilities are available in the Grand Avenue and North Owasso Boulevard right-of-ways. Sewer and water services to each Lot within Owasso Beach shall be installed by the Developer. All costs, including those to acquire permits, install and test the pipe installation, and to repair the bituminous trail located in Owasso Boulevard North, shall be the sole responsibility of the Developer. The City will not assess the service installations, but will levy access charges to be paid by the Developer. The existing sewer and water mains shall be tapped, and service stubs shall be installed to the front property line by the Developer in accordance with the City's ordinances and regulations, and pursuant to specifications approved by the Public Works Director.

- 1) Developer shall submit a surety in the amount of **\$7,500.00** to insure the repair and restoration of the bituminous trail after the sewer and water services have been installed to the property line. A surety for street and trail repair and restoration may be included with each building permit as deemed appropriate by the City.
- 2) Developer agrees that all sanitary sewer and water facilities (pipes and all other improvements) installed on the subject property are private, and Developer shall be solely responsible for the maintenance, repair, and replacement of all sanitary sewer and water improvements.

- N) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on

behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control, and tree protection measures and execution of required agreements and submission of sureties.*

The development is subject to the Erosion Control Agreement (**Exhibit C**) for the Plat, and the Developer agrees to the terms and conditions of that Agreement.

O) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored, mulched, or sodded within 14 days of final grade unless development is completed between November 15<sup>th</sup> to April 15<sup>th</sup>, then said disturbed areas shall be seeded and disk anchored, mulched or sodded by May 15<sup>th</sup>. All common drainage swales shall be sodded or seeded and protected with fiber blanket.

1. All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the fiber blanket is completed, Developer shall request the City perform the required inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

P) **Stormwater Management.**

1. Public Stormwater Infrastructure. All public storm water ponds and basins shall designed to accommodate the requirements of the City's Surface Water Management plan. All ponds, drainageways and infiltration areas shall have a dedicated public drainage easement that will encompass the 100-year high water level of the pond or basin. An access of no less than 20 feet wide shall be provided to the City to provide access and regular inspections to the ponding area with City equipment.

Q) **Grand Avenue Street Improvement Project.** The City will reconstruct and extend Grand Avenue between Soo Street and the Janice Alley in 2016. This street project includes the development area, and the City and the Developer agree that the cost for the street improvements attributable to the development shall be paid by Developer. That portion of the costs is \$115,000, not including the cost to install sanitary sewer and water services to the front property line of each lot located in Owasso Beach. If the Developer does not install the sewer and water services in conformance to the standards of the City, the cost of the street improvements for the development will be increased to \$147,000 to pay City costs for installing utility service lines to every Lot.

1. Developer may pay these costs prior to issuance of any permits for the project or may elect to pay a prorated 10% share of the street improvement costs with each building permit for a new dwelling on lots within Owasso Beach.
  2. Developer agrees that the total cost for the street improvements shall be paid not later than May 15, 2018.
- R) **As-Builts and Grading Certification** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:
1. The final site grading and all stormwater management improvements;
  2. The sewer and water services; Profiles are required.
- S) The as-builts shall conform to the standards specified in **Exhibit B**. The Developer shall deposit an escrow in the amount of **\$3,500.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the public infrastructure, including storm water management infrastructure and sewer and water services.
- T) **Certificate of Occupancy**. A Certificate of Occupancy will not be issued until final grades are completed, permanent vegetation (80% of vegetative growth) is established, replacement trees are planted as required and a driveway with an approved surface installed. If the Developer requests a Certificate of Occupancy between the dates of November 1 – May 15 (weather permitting) a cash financial surety of \$7,500 shall be submitted to the City ensuring completion of these improvements by June 1st, unless otherwise approved by the City Engineer.
- U) **Certificate of Insurance**. The Developer shall provide, prior to execution of the Development Agreement, evidence that the contractor hired for the site work has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes workman's compensation and general liability.
- V) **Pre-construction Meeting**. The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City Hall.
- W) **Inspections**. The City has an interest in the future public infrastructure proposed for this development.
1. The Developer is solely responsible for the construction management and all construction activities.

2. The Developer agrees to pay all costs associated with City inspection and testing of the public utility services.
3. **The estimated cost of the City inspections is \$520.00.** The cost of the inspections shall be paid with the individual permit fees for each service.

X) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and property owner.
  - a) **Parking.** Adequate on-site parking for construction vehicles and employees within the plat boundaries must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Owasso Boulevard North, Grand Avenue, or local streets located outside of the plat boundaries. Developer shall comply with the parking restrictions identified in Section 901.030, Parking Regulations of the Municipal Code.
  - b) **Obstruction of Right-of-Way.** Developer shall not obstruct, or store fill, excavated material or construction materials in the public right-of way. Delivery vehicles may utilize the right-of-way while rendering a service provided the Developer is present and supervising the delivery in a manner that does not hinder passage, jeopardize public safety and public use of the right-of-way.
2. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
3. **Site Maintenance.** The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Grand Avenue, Soo Street, Centre Street, Janice Avenue, and Owasso Boulevard North on an as needed basis, and at least once weekly while the property is being graded. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets where sediment is accumulating on said streets from construction and other site traffic, if necessary. The City does not sweep

streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.

4. Site Access. Construction traffic and equipment associated with the completion of all the development infrastructure for the plat shall access the site utilizing the existing driveway off Grand Avenue, or via a new driveway access off Owasso Boulevard North, subject to the permitting requirements of the City.
- Y) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- Z) **Other Costs.** In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.
- AA) **Provision of Surety.** The Developer agrees to provide the City with a surety to insure completion of those improvements identified in this Agreement. The surety shall be submitted in cash or with a Letter of Credit, and may be reduced from time to time as work is completed and approved by the City. The City will retain a minimum 10% of the surety until all required work has been completed, inspected and approved. The form of Letter of Credit shall be approved by the City Attorney and shall reference the Development Contract, shall describe the procedures to be followed by the City for obtaining funds to construct improvements where necessary, and shall contain other provisions necessary to protect the City's interests. **THE DEVELOPER UNDERSTANDS THAT NO PERMITS OF ANY KIND WILL BE ISSUED UNTIL THE CITY ACCEPTS THIS LETTER OF CREDIT.**
- BB) If the Developer conveys its interest in the subject property or any part thereof, or if the Developer assigns its right to construct improvements or otherwise develop the subject property, it shall first notify the City. In the event of a conveyance or assignment prior to completion of the improvements and the development of the subject property, the Letter of Credit shall not be released unless it is replaced by a new Letter of Credit agreement satisfactory to the City.
- CC) **Release of Surety.** The City will consider the release of sureties upon the written request of the Developer. Sureties will not be released until the Developer has demonstrated that the development complies with the approved plans and applicable

City Ordinances and standards. Prior to the completion of a project, the Developer may request a partial release of said surety; the City will upon inspection and approval of the improvements will partially release the surety. The City will retain a minimum of 10% of the surety until the development is completed and the Developer demonstrates that the development complies with the approved plans and applicable City Ordinances and standards, including the submission of the required as-built plans of the public infrastructure.

DD) **Default** The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an "Event of Default" in the terms and conditions contained in this Agreement:

1. The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
2. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

EE) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:

1. City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
2. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
3. Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
4. Exercise any other remedies, which may be available to it, including an action for damages.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
6. Issue citations for any violations of provisions of the Municipal Code.

FF) In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and

expenses, including reasonable attorney's fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this 17<sup>th</sup> day of August, 2015.

**ZAWADSKI HOMES**

**CITY OF SHOREVIEW**

\_\_\_\_\_  
Its

\_\_\_\_\_  
Sandra C. Martin, Mayor

\_\_\_\_\_  
Terry Schwerm, City Manager

Attachments:

- Exhibit A – Development Terms
- Exhibit B – As-Built Requirements
- Exhibit C – Erosion Control Agreement
- Exhibit D – Public Use Dedication Fee

**EXHIBIT "A"**

**DEVELOPMENT TERMS**

1. A public use dedication fee shall be submitted as required by ordinance. Credit shall be given for the existing dwelling.
2. The applicant shall obtain permits from Ramsey Washington Metro Watershed District, and other agencies as needed prior to the City's issuance of a grading permit or building permit.
3. Municipal water and sewer shall be provided to all lots.
4. Tree Preservation and Replanting plan shall be submitted for review and approval by the City Planner. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. Final site grading and utility plans are subject to review and approval by the City Engineer.
6. Grading, Drainage and Erosion Control plans shall be submitted with each building permit application.
7. Title to Outlot A shall be conveyed to the property owners of 271 and 277 North Owasso Boulevard.
8. The development of this subdivision shall comply with the comments of the Lake Johanna Fire Department dated March 19, 2015. If construction on Lots 1 thru 4 is proposed prior to the completion of the City street improvements, the Developer shall submit access and fire hydrant plans for those Lots that comply with the requirements of the Lake Johanna Fire Department.
9. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
10. These approvals expire within one-year of the date approved by the City Council unless the plat of Owasso Beach has been recorded with Ramsey County.

## **EXHIBIT "B"**

### **Record Plan Requirements**

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blueline sets of record drawing plans of the project for review purposes.

Upon final approval of the blueline record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepias from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

#### **Electronic As-Builts**

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

#### **General**

1. All construction contractor names should be noted on each page.

2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.
4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

### **Grading Plan As-Builts**

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

### *Sanitary Sewer, Water Main*

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
  - The building or structure being served, with address
  - Fire hydrants
  - Manholes, catch basins
  - Neighboring structures, with the address noted
  - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
  - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
  - Fire hydrants
  - Manholes
  - Catch basins
  - Neighboring structures, with the address noted
  - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)
  - Power poles, streetlights, etc.
8. As-built elevations of each hydrant at top nut
9. Any deviations of fittings from those shown on the plan
10. Note describing pipe type and size for mainline and for services

11. Stationing of corporation stop on water main

*Storm Sewer*

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

**Streets**

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

**EXHIBIT C**

**EROSION CONTROL ESCROW AGREEMENT  
ZAWADSKI HOMES**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and Zawadski Homes, its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a financial surety, in a form approved by the Public Works Director, to the City of Shoreview in the amount of **\$8,250.00**. This amount was calculated based on the area of the subdivision proposed for development.

The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
6. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$70.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

**IN WITNESS WHEREOF**, the City and the Developer have executed this agreement this 17<sup>th</sup> day of August, 2015.

**ZAWADSKI HOMES**

**CITY OF SHOREVIEW**

\_\_\_\_\_  
Its

\_\_\_\_\_  
Sandra C. Martin, Mayor

\_\_\_\_\_  
Terry Schwerm, City Manager

**EXHIBIT D**

Zawadski Homes  
Subdivision known as Owasso Beach (244 Grand Avenue)

**Public Use Dedication Fee  
Cash Equivalent Calculation**

Fair Market Value of Development Site:	\$ 450,000.00
90% of the site FMV:	\$ 405,000.00
Fee, based on a rate of 5%	\$ 20,250.00

Notes:

1. City approval of the subdivision resulted in ten lots for single-family residential development, a net increase of nine single-family residential lots. Credit has been applied for the one existing residential lot.
2. The fee is based on the 90% of the site value, as identified in the purchase agreement.
3. Dwelling density is 2.63 units per acre (10 single-family residential lots on 2.75 acres).

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD AUGUST 17, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

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

Member \_\_\_\_\_ introduced the following resolution and moved its adoption.

**RESOLUTION NO. 15-60**

**VACATION OF STREET AND ALLEY RIGHT OF WAY, PLAT OF OWASSO**

**WHEREAS**, this vacation was initiated pursuant to the State Statute and the City of Shoreview, and

**WHEREAS**, the Shoreview City Council held a public hearing on August 17, 2015. Notice therefore was published and mailed pursuant to law. All persons present at said meeting were given an opportunity to be heard and present written statements. The Council also considered the recommendation of the City Staff that this vacation be approved, and

**WHEREAS**, said right-of-way is as platted in and abutting Block 6 and 7, Plat of Owasso, is no longer needed for public purposes,

**NOW, THEREFORE, BE IT RESOLVED THAT THE SHOREVIEW CITY COUNCIL** hereby adopts Resolution 15-60 vacating the public interest in the right-of-way, reserving unto

the City and all entities, private or public, an easement for utility purposes over, under, and across the right-of-way vacated hereby, and described as follows:

*That part of Centre Street as dedicated on the plat of OWASSO, Ramsey County, Minnesota, which lies between the south right-of-way line of Grand Avenue and the north right of way line of Owasso Boulevard N., all in said plat of OWASSO.*

*That part of the alley as dedicated on the plat of OWASSO, Ramsey County, Minnesota which lies between the east right of way line of Centre Street and the southerly extension of the west line of Lot 8, Block 7, all in said plat of OWASSO.*

*That part of the North Half of the alley as dedicated on the plat of OWASSO, Ramsey County, Minnesota which lies between the southerly extensions of the east and west lines of Lot 8, 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 between the west right of way line of Centre Street and the southerly extension of the west line of Lot 4, Block 6, all in said plat of OWASSO.*

The motion was duly seconded by Member \_\_\_\_\_ and upon a vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

**WHEREUPON**, this resolution was declared duly passed and adopted this 17<sup>th</sup> day of August, 2015.

\_\_\_\_\_  
Sandra C. Martin, Mayor  
Shoreview City Council

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 17<sup>th</sup> day of August, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to this vacation of public right-of-way.

**WITNESS MY HAND** officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 17<sup>h</sup> day of August 2015.

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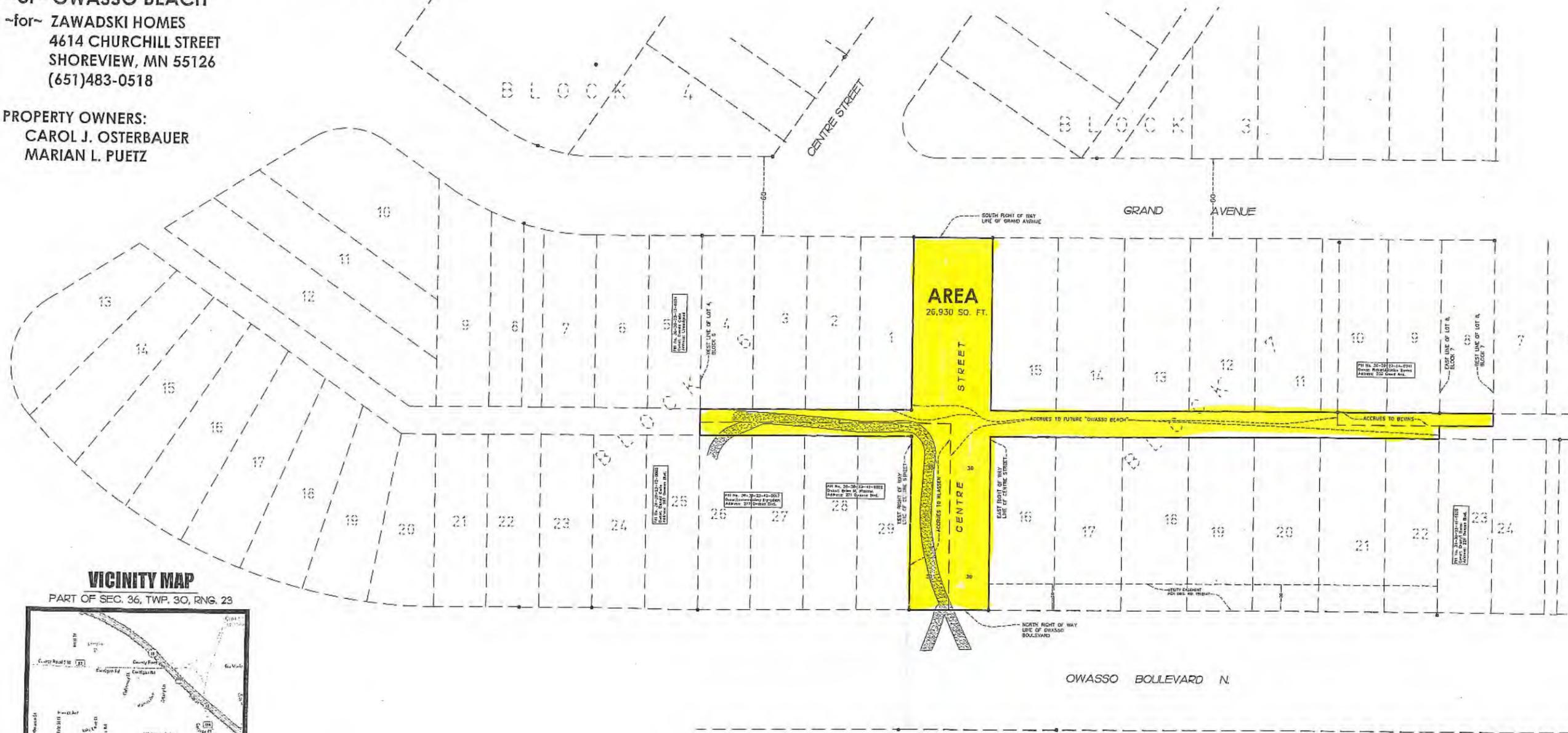
Terry C. Schwerm, City Manager

SEAL

# SKETCH AND DESCRIPTION

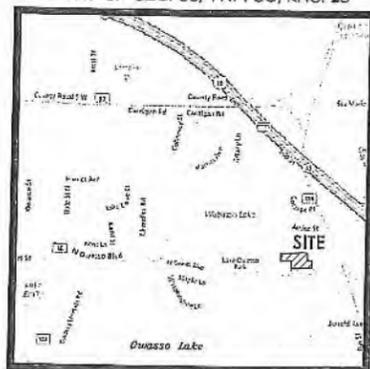
of OWASSO BEACH  
for ZAWADSKI HOMES  
4614 CHURCHILL STREET  
SHOREVIEW, MN 55126  
(651)483-0518

PROPERTY OWNERS:  
CAROL J. OSTERBAUER  
MARIAN L. PUETZ



## VICINITY MAP

PART OF SEC. 36, TWP. 30, RNG. 23



RAMSEY COUNTY, MINNESOTA  
(NO SCALE)

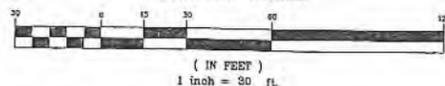
## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES WOVEN WIRE FENCE
- DENOTES WOOD FENCE
- DENOTES GRAVEL SURFACE
- DENOTES ROAD TO BE VACATED

PER NO. 17-119-22-14-0005  
Owner: City of S  
Address: Unassigned  
DENOTES ADJACENT PARCEL OWNER INFORMATION  
(PER RAMSEY COUNTY TAX INFORMATION)

NORTH

GRAPHIC SCALE



## RIGHT-OF-WAY TO BE VACATED

That part of Centre Street as dedicated on the plat of OWASSO, Ramsey County, Minnesota, which lies between the south right of way line of Grand Avenue and the north right of way line of Owasso Boulevard N., all in said plat of OWASSO.

That part of the alley as dedicated on the plat of OWASSO, Ramsey County, Minnesota which lies between the east right of way line of Centre Street and the southerly extension of the west line of Lot 8, Block 7, all in said plat of OWASSO.

That part of the North Hall of the alley as dedicated on the plat of OWASSO, Ramsey County, Minnesota which lies between the southerly extensions of the east and west lines of Lot 8, 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 between the west right of way line of Centre Street and the southerly extension of the west line of Lot 4, Block 6, 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.

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 F. Rud*  
MASON F. RUD

Date: 7/23/15 License No. 41578

**E. G. RUD & SONS, INC.**  
EST. 1977  
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: 8/1/15
CHECK BY: JER	SCANNED <input type="checkbox"/>	
1 7/23/15	ADDED BLOCK 6	BPN
2		
3		

# OWASSO BEACH

KNOW ALL MEN BY THESE PRESENTS: That Owasso Beach, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Shoreview, County of Ramsey, State of Minnesota:

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.

Together with that portion of the vacated alley and Centre Street accruing thereto.

Abstract Property

Has caused the same to be surveyed and platted as OWASSO BEACH and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Owasso Beach, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Steven J. Zawadzki, Chief Manager

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Steven J. Zawadzki, Chief Manager of Owasso Beach, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I, Jason E. Rud, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jason E. Rud, Land Surveyor  
Minnesota License No. 41578

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jason E. Rud, a Licensed Land Surveyor.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

City of Shoreview  
We do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council of the City of Shoreview, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

\_\_\_\_\_, Mayor \_\_\_\_\_, City Clerk

Department of Property Records and Revenue  
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year \_\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

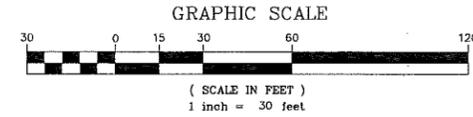
\_\_\_\_\_, Director \_\_\_\_\_, Deputy  
Property Records and Revenue

County Surveyor  
I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 363A.42, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Craig W. Hinzman, L.S.  
Ramsey County Surveyor

County Recorder  
County of Ramsey, State of Minnesota  
I hereby certify that this plat of OWASSO BEACH was filed in the office of the County Recorder for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly filed in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_, as Document Number \_\_\_\_\_.

Deputy County Recorder



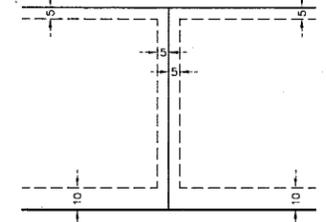
For the purposes of this plat, the South line of Block 7, OWASSO ADDITION is assumed to bear South 89 degrees 35 minutes 44 seconds West.

- Denotes set 1/2 inch by 18 inch iron pipe monument marked RLS 41578
  - Denotes found iron monument as labeled.
- No monument symbol shown indicates a monument that will be set, and which shall be in place within one year of the recording of this plat.

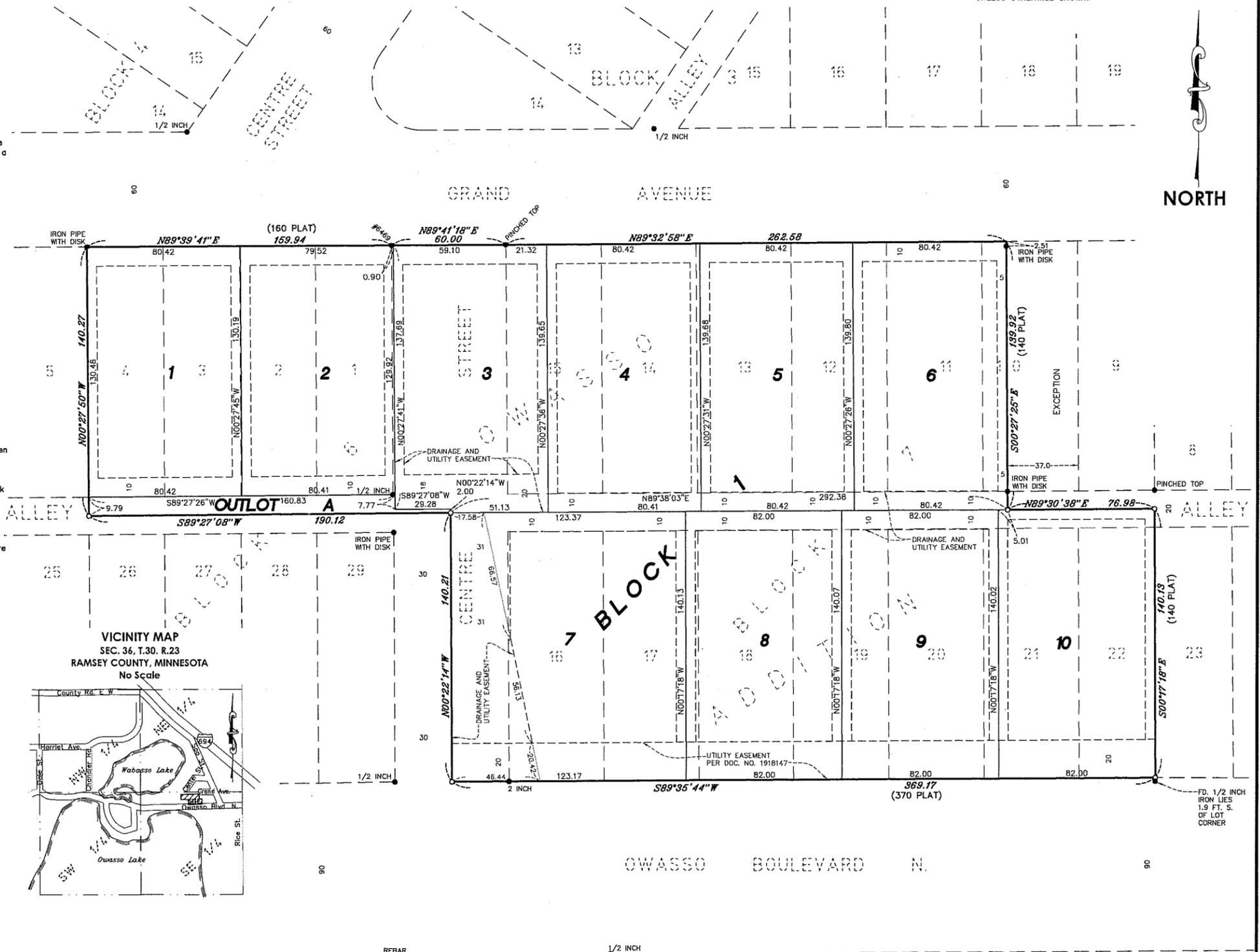
(PLAT) Denotes distance per plot of OWASSO ADDITION

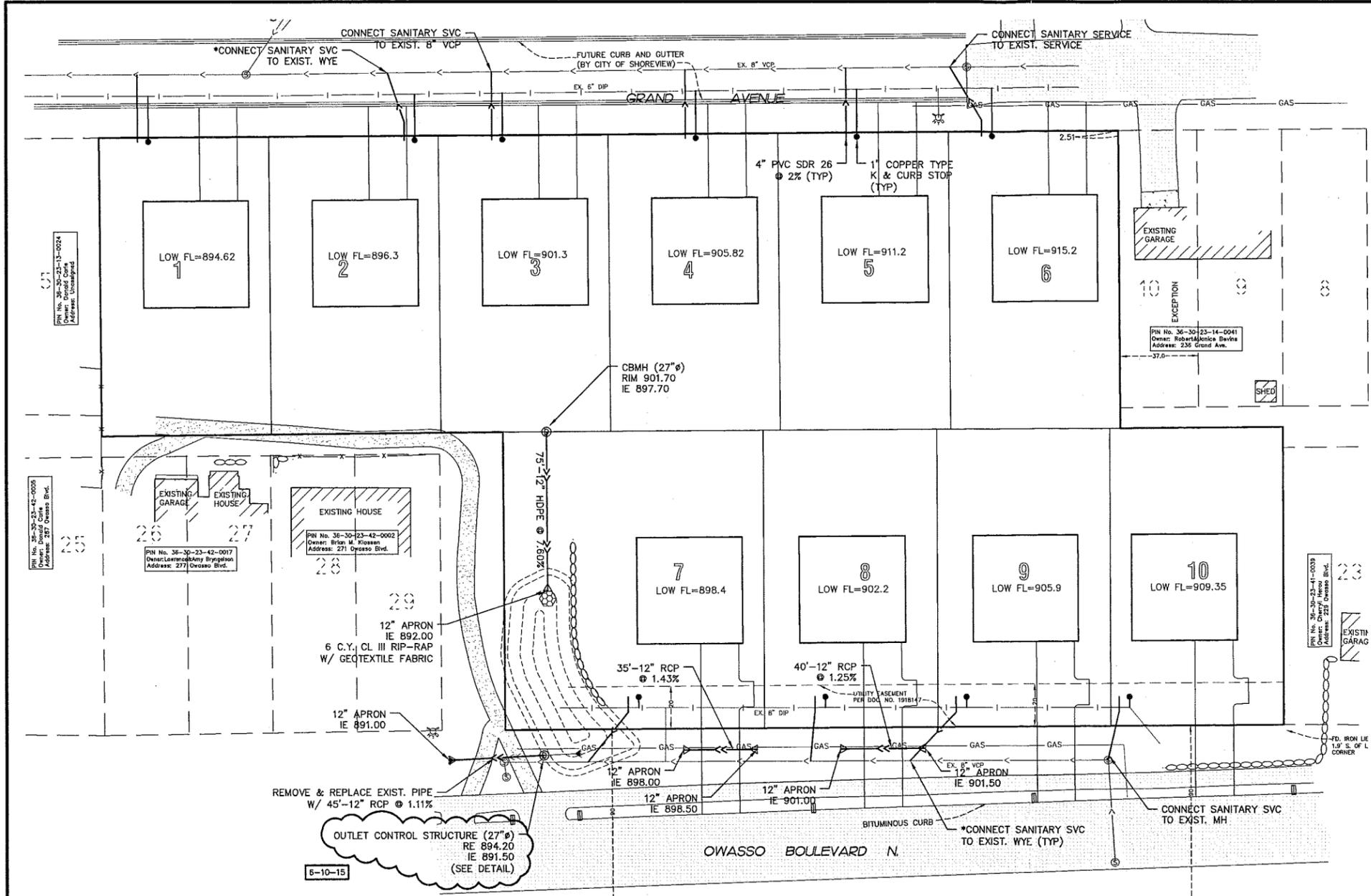
## EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH ADJOINING RIGHT OF WAY LINES AND 5 FEET IN WIDTH ADJOINING LOT LINES UNLESS OTHERWISE SHOWN.





### 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 (OUTLINE: 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.
CHKD BY:	C.W.P.	PROJ. NO.:	15-1532
ORIGINAL DATE:	FEBRUARY 23, 2015		
DATE	REVISION DESCRIPTION		
04.13.2015	REVISE STORM SEWER AND POND		
05.08.2015	REVISE OUTLET STRUCTURE		
05.29.2015	REVISE SITE PLAN		
06.10.2015	RWWD COMMENTS		

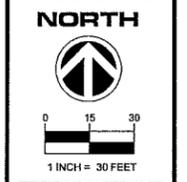
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Charles W. Plowe*  
 CHARLES W. PLOWE  
 LIC. NO. 18227  
 DATE: 06.10.2015

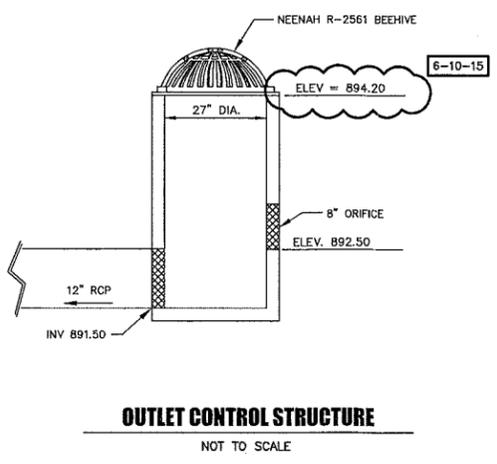
**OWASSO BEACH**  
**SHOREVIEW, MINNESOTA**  
 PRELIMINARY UTILITY PLAN

PREPARED FOR:  
**ZAWADSKI HOMES**

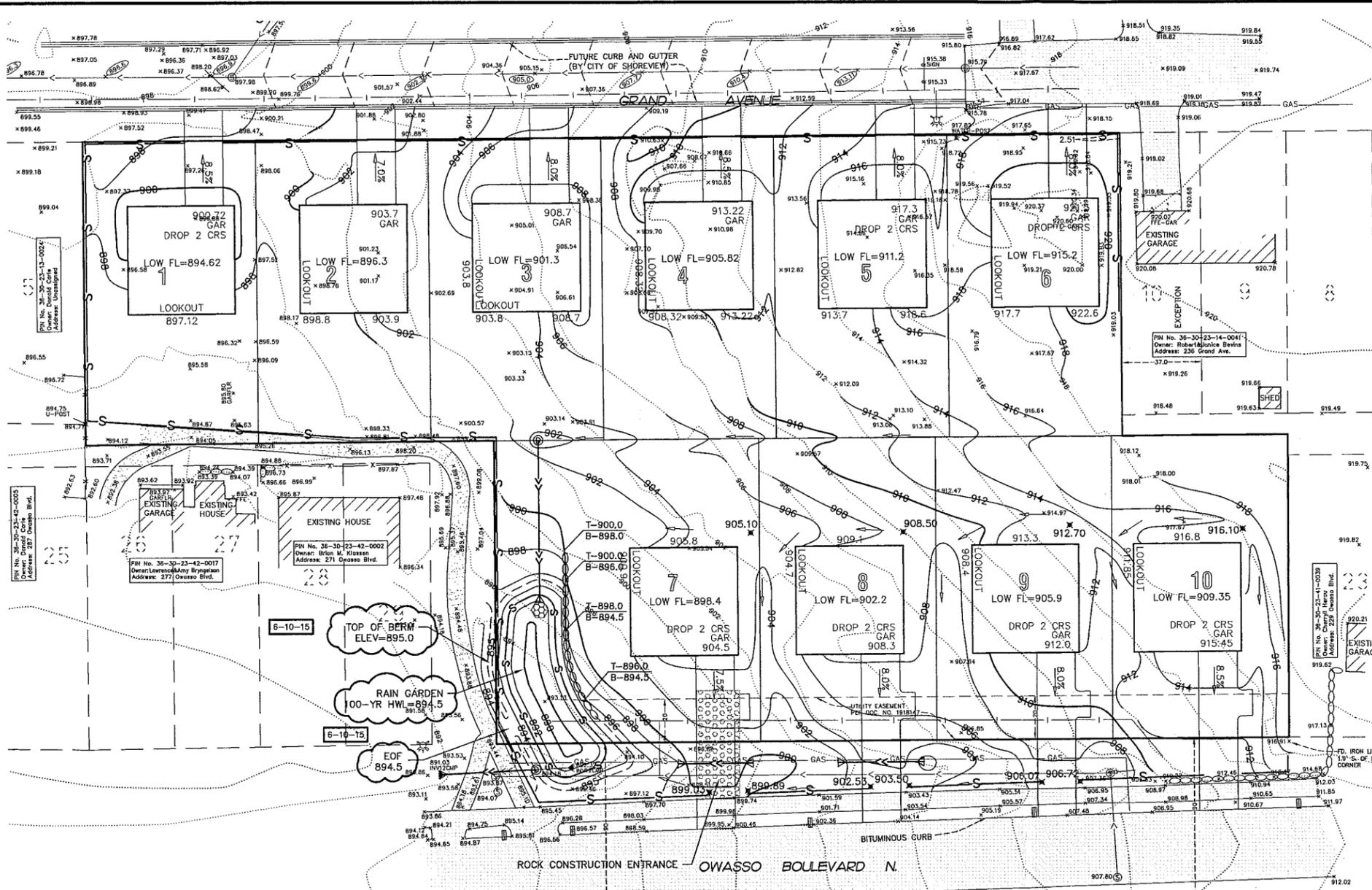
SITE PLANNING & ENGINEERING  
**PLOWE ENGINEERING, INC.**  
 8776 LAKE DRIVE  
 SUITE 110  
 LINDO LAKES, MN 55014  
 PHONE: (651) 361-8210  
 FAX: (651) 361-8701



C2



**PRELIMINARY UTILITY PLAN**  
**OWASSO BEACH**

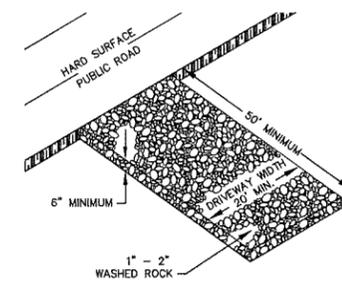


### LEGEND

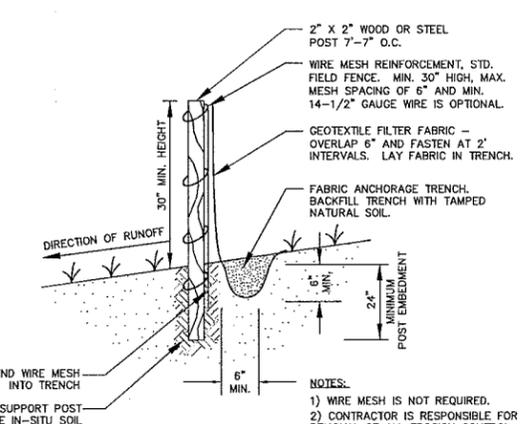
	EXISTING OVERHEAD ELECTRIC		PROPOSED WATER PIPE
	EXISTING UNDERGROUND TELEPHONE		PROPOSED SANITARY SEWER PIPE
	EXISTING UNDERGROUND CABLE		PROPOSED STORM SEWER PIPE
	EXISTING TELEPHONE PEDESTAL		PROPOSED DRAINLINE AND CLEAN-OUT
	EXISTING ELECTRICAL PEDESTAL		PROPOSED ELECTRIC SERVICE *
	EXISTING CABLE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

**6-10-15**

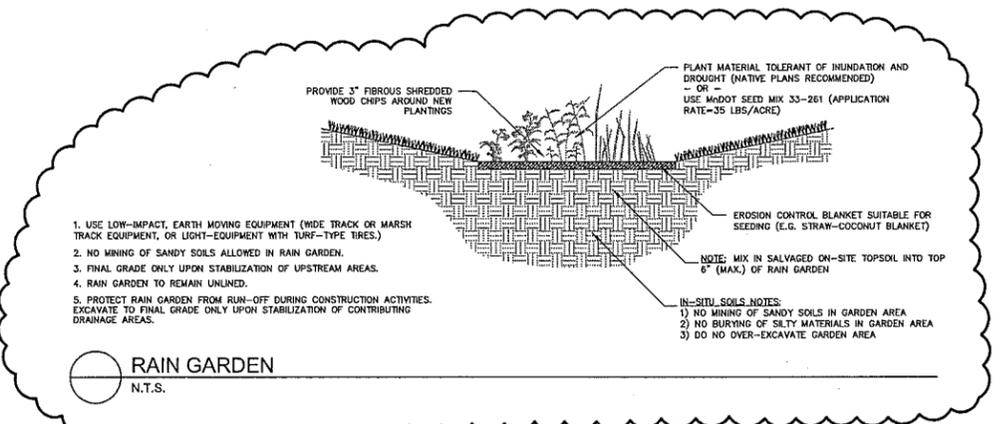
- CONTACT NICOLE SODERHOLM (651-792-7976), RAMSEY WASHINGTON METRO WATERSHED DISTRICT (RMMWD) INSPECTOR, AT LEAST 24 HOURS PRIOR TO START OF CONSTRUCTION.
- CONTACT NICOLE SODERHOLM AT LEAST 48 HOURS PRIOR TO THE CONSTRUCTION OF INFILTRATION BASINS - FAILURE TO NOTIFY DISTRICT MAY RESULT IN REMOVAL OF WORK COMPLETED
- NPDES PERMIT REQUIRED - PROVIDE RMMWD AND CITY OF SHOREVIEW PROOF OF COVERAGE PRIOR TO START OF CONSTRUCTION



**ROCK CONSTRUCTION ENTRANCE**  
NOT TO SCALE



**EROSION CONTROL FENCE**  
NOT TO SCALE



**RAIN GARDEN**  
N.T.S.

## PRELIMINARY GRADING, DRAINAGE & ESC PLAN OWASSO BEACH

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

DATE	REVISION DESCRIPTION
04-13-2015	REVISE STORM SEWER AND POND
05-28-2015	REVISE SITE PLAN
06-10-2015	RMMWD COMMENTS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of MINNESOTA

*Charles W. Plove*  
CHARLES W. PLOVE  
LIC. NO. 18227  
DATE: 06.10.2015

**OWASSO BEACH**  
**SHOREVIEW, MINNESOTA**  
PRELIMINARY GRADING, DRAINAGE & ESC PLAN

PREPARED FOR:  
**ZAWADSKI HOMES**

**PLOWE ENGINEERING, INC.**  
6776 LAKE DRIVE  
SUITE 110  
LINO LAKES, MN 55014  
PHONE: (651) 361-8210  
FAX: (651) 361-8701



**C1**



# OWASSO BEACH

## PROPOSED DISTURBED AREAS



NORTH

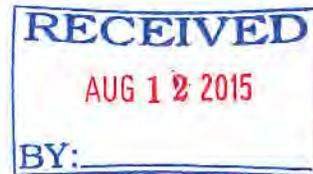


1 INCH = 60 FEET

6/19/2015



August 2015



Rob Warwick, Senior Planner  
Shoreview Planning Commission  
4600 Victoria Street North  
Shoreview, MN 55126

RE: Ramsey County Emergency  
Operations Plan  
(public version)

Dear Mr. Warwick,

In the recent past, beginning in 2014 and continuing to present, I have come before the City Planning Commission and the City Council on the matter of evacuation routes in the Soo Street neighborhood. Additionally, I have shared the many on-going concerns, maps and information about the lack of any viable evacuation route in the event Soo Street is closed down due to any railroad catastrophe.

I was advised by you to contact the Fire Department or Ramsey County Sheriff to find out the emergency plans that seemingly are in place for my neighborhood. I have followed your advice only to discover *no one* has a written, ready plan. Finally, by contacting the Ramsey County Emergency Management & Homeland Security agency I was able to obtain a printed plan. I have enclosed a set of two plans for your update. **Appendix H** refers to *High-Hazard Flammable Train (HHFT)*; **Appendix D** refers to *Evacuation, Shelter-in-place, and Re-Entry*.

Please direct your attention to key portions of the enclosed, ie: Appendix H, subparagraph C, page 529 illustrating Situations & Assumptions includes Maps (page 536) illustrating Rail accidents involving hazardous materials (*note on page 534 US DOT intent to issue new rules, etc. in May, 2015*). The media has reported that the new rules will be implemented in 2025 (news source channel 5).

Continuing Appendix H Assumptions, page 537 indicates responsibility for **Public Safety**. Page 538, paragraph D outlines Operations, Policies, and Pre-incident Planning & Preparedness.

Appendix D refers to Agencies of responsibility. Please note paragraph, subparagraph Scope and Situation, reference is made regarding **pre-designated evacuation routes, traffic flow and direction**.

It is my concern that Public Safety is being overlooked in favor of structures, existing and new, where an evacuation route could be made available for residents who would not have an emergency evacuation route.

As a citizen, I would also like to request the year that procedures were adopted by the City of Shoreview to effectively block the connection of Grand Ave., Fairview Ave.(currently named Janice St.) and Cottage Pl. to Wabasso Avenue as shown on the Ramsey County Map of 1890. Currently there are barricades that have rendered each of these streets as 'dead end' streets.

Hence, my request again is to connect Grand Ave with Centre St. as a valid driveable amergency evacuation route. Can the City guarantee residents that the proposed path is driveable and unblocked for evacuation route?? This should be a no-brainer.

Resident,

A handwritten signature in black ink that reads "Steve Galatowitsch". The signature is written in a cursive style with a large, sweeping initial "S".

Steve Galatowitsch  
244 Grand Ave., SV-55126

cc: Legal file  
RC Emergency Management & Homeland Security (RCMHS)

## Appendix D: Evacuation, Shelter-in-Place, and Re-Entry

### Coordinating Agency:

Ramsey County Emergency Management & Homeland Security (RCEMHS)

### Primary Agency:

Ramsey County Sheriff's Office (RCSO)  
Municipal Law Enforcement

### Support Agencies:

MN Department of Transportation (MnDOT)  
MN National Guard  
MN State Patrol  
Ramsey County CERT  
Ramsey County Emergency Management & Homeland Security (RCEMHS)  
Ramsey County Manager's Office  
Ramsey County Public Works  
Municipal CERT  
Municipal Fire Department  
Municipal Mayor's Office  
Municipal Public Works  
First Student Bus  
Human Services, Inc (Bus)  
Lorenz Bus Company  
Maple Grove Transit System  
MV Corporation (Transit)  
Plymouth Metrolink Transit  
Schmitt & Sons Transportation  
Scott County Transit  
Shakopee Area Transit  
Southwest Metro Transit Commission  
MN Voluntary Organizations Active in Disaster (MNVOAD)  
MetroTransit (Metropolitan Council)  
Municipal Law Enforcement  
Municipal Public Schools

## A. INTRODUCTION

### Purpose

The purpose of this appendix to the Ramsey County Emergency Operations Plan (RCEOP) is to outline how community protective actions specific to shelter-in-place,

evacuation and re-entry -related disaster issues are managed in Ramsey County. This appendix includes policies and guidance to help officials with the decision to shelter-in-place or evacuate and general procedures to guide such operations.

### Scope

Small-area evacuations are ordered and conducted by a local municipality's fire and or law enforcement agencies. These events are "routine" and are NOT covered by this appendix.

This appendix addresses shelter-in-place, evacuations and related issues under all hazard emergency and disaster conditions. Policies and procedures herein can be applied to shelter-in-place/evacuation situations ranging from highly localized small-scale events to catastrophic disasters affecting the entire Ramsey County jurisdiction. Mass care related to either shelter-in-place or evacuation situations are covered in ESF 6 Mass Care. The evacuation and care of companion animals in disasters is covered in [ESF 17 Animal Services](#).

### Situation

Despite the urban nature and population density of the county, sheltering-in-place is the appropriate and recommended protective action for most hazards. Hazards in this region are also sudden in nature with little to no prior warning, making large-scale and/or pre-event evacuations extremely unlikely. This also makes certain pre-planning steps such as the pre-designation of evacuation routes and predesignated traffic contraflow inappropriate since we will not be able to predict the nature of the threat nor what location and direction of travel is best suited for evacuating at that time. Severe weather such as tornadoes or winter storms are not uncommon in the region and can cause a limited form of very short term sheltering-in- place. Many residents are familiar with and practiced in these procedures under those circumstances. Such short-term, relatively common events can be managed by municipal and county public safety using their standard operating procedures and internal capabilities.

Ramsey County does face some potential hazard situations where either longer-term sheltering-in-place or larger-scale evacuations exceeding local capabilities would trigger the activation of this appendix. These lower probability but higher impact events include hazardous materials spills and some potential acts of terrorism using.

### Assumptions

This appendix addresses probable evacuation scenarios based on Ramsey County's hazard assessment. It is assumed that this appendix will be adapted as necessary and appropriate to address unforeseen evacuation scenarios. Neither Ramsey County nor the State of Minnesota have a mandatory evacuation law. Therefore, while the County

or State (Governor) may issue an evacuation "order" for the County, citizen compliance is voluntary. Therefore, we anticipate that some portion of the public will refuse the order and additional efforts will need to be made convince them of the need to evacuate for their own and general public safety.

- Citizens who choose to ignore an evacuation order take the risk of being without law enforcement, fire, medical and other life sustaining services for a prolonged time.
- Due to our climate most homes and facilities in the county are highly "weather-tight", and many residents are used to sheltering in their homes during severe summer weather or extended periods of self sufficiency due to winter storms reducing travel and some services. This reinforces the use of sheltering-in-place as the recommended protective action in most scenarios.
- Residents of Ramsey County, as well as commuting workers in the county, have responsibility to prepare themselves and their household for emergencies including sheltering-in-place and evacuations.
- Most residents should be able to care for themselves during a shelter-in-place event for at least the first 24-72 hours. Most people have at least a week's worth of food in their home as well as necessities to meet their other basic needs for that time period.
  - Residents who are able to care for their basic needs during this period will be expected and instructed to do so, allowing the County to concentrate its resources on populations that require additional care services.
- Populations sheltering-in-place will have access to most of not all basic facility services, such as utilities and access to media broadcasts.
- Populations sheltering in place will have access to the common supplies and systems necessary to accomplish protective actions to control their environment as instructed by officials at the time.
- Most County residents have their own personal transportation that they will rely on in an evacuation and/or are able to travel on "foot" to an evacuation pick up site.
  - Transportation dependant populations who are able to do so are responsible for making plans with friends, family and/or neighbors for evacuation transportation assistance as part of their personal/household preparedness plans.

- Evacuation of the downtown or heavily congested areas will be on foot to transportation muster sites established at the time of need using the guidance of this appendix.
- Local and regional mass transit services will be available in numbers appropriate to the evacuation need to assist with on-foot evacuations and the movement of people who require transportation assistance to evacuate at the time of the incident.
- In an evacuation, people will take their animals with them whenever possible. The County does have the ability to transport and/or shelter a limited number of companion animals (see ESF 17: Animal Services for guidance on these issues).
- Private facilities with transportation dependant populations, including schools, nursing homes, etc have a duty to maintain their own evacuation facility plans and will utilize the transportation assets set out in those plans to evacuate their populations. The County will assist them as necessary for any resources needed, as appropriate and available beyond what their plans supply.
- Large scale, multi-jurisdictional evacuations are highly unlikely. Therefore local, regional, and statewide mutual aid will be available to supplement County resources.
- Shelter-in-Place and Evacuation activities will be conducted in accordance with the National Incident Management System (NIMS)
- In evacuation scenarios there will be enough time to establish and operate:
  - Hotlines for the public to request evacuation transportation assistance (see Concept of Operations)
  - Evacuation transportation systems outlined in this appendix to provide the above transportation assistance (see [Concept of Operations](#))
- The public warning and notification system will be available to warn most of the public of the event and instruct them on what protective actions to take
  - Additional notification efforts may be necessary to reach some residents, including non-English speaking people and the homeless (see [Concept of Operations](#))

Depending upon the nature of the event some form of mass care services will likely be needed to assist people who have evacuated or are sheltering-in-place. It is likely that ESF 6 Mass Care Housing and Human Services will need to be partially or fully activated in support of ESF 13 actions.

## B. CONCEPT OF OPERATIONS

### Direction and Control

#### **Decision to Evacuate or Shelter-in-Place**

##### ***Small-Scale/Routine***

Typical areas considered "small scale or routine" include apartment buildings, schools or businesses, etc. This also includes multiple blocks of residential neighborhoods and office buildings. The IC will follow agency procedures. Decisions for local/small area evacuations or shelter-in-place orders are routinely made by the Incident Commander (IC) at fire, law enforcement, and utility emergency scenes. This appendix does NOT instruct any change in that practice.

##### ***Larger-Scale/Whole Community***

Determinations regarding the specifics of any shelter-in-place or evacuation actions (locations affected, length of time, protective actions etc.) will be made on a case-by-case basis. Prior to recommending large scale evacuation or shelter orders, the IC will consult with municipal or county officials to evaluate the benefit of evacuation vs. sheltering-in-place. The decision will be based on the real-time assessment of the threat, forecast involving area currently affected and area to be affected, and assess the time-to-impact of the threat. In many cases, the time it will take to issue proper instructions and prepare for a wide area evacuation will be so great that the populace would actually be directed into the threat. Thus, evacuation is a last choice.

In some incidents (e.g. certain hazardous materials incidents), evacuations of large areas are necessary and nearly immediate - long term preparation is not possible do to the imminent threat to lives.

- Consideration include
  - The nature of the threat involved
  - The population at risk, and its capability and resources to implement a recommended protective action
  - The time factors involved in the emergency and their effect on the selected protective action

- The effect of the present and predicted meteorological conditions on the control and movement of the hazardous materials and the feasibility of the protective actions
  - The capability to communicate with both the population at risk and emergency response personnel before, during, and after the emergency
  - The capabilities and resources of the response organizations to implement, control, monitor and terminate the protective action
- Municipalities involved with the incident will maintain their local jurisdictional control.
  - When the County is requested to assist an affected municipality, or if the County activates on its own due to the situation, the County and the affected municipalities will coordinate their efforts.

#### **Multiple Agency Coordination**

All evacuations and shelter-in-place orders require coordination between various agencies. The Incident Commander and/or Incident Managers should consider involving the following agencies for evacuations of any size (this is not a complete list, consult other agencies as needed):

- Municipal fire agency
- Municipal law enforcement agency
- MetroTransit
- American Red Cross
- Salvation Army

The IC should also consult with ESF 6 - Mass Care, ESF 1 - Transportation, ESF 8 Public Health and Medical, and ESF 13 - Law Enforcement for large scale evacuations or shelter-in-place situations.

At a minimum, the municipality should activate its Emergency Operations Center (EOC) for large scale evacuations/shelter-in-place orders.

Municipalities *receiving* evacuated persons should also activate their EOC and assign ESF 1, 8, and 13 representatives to assist in coordination efforts.

If multiple communities are impacted or the incident is complex, the Ramsey County ECO (RCEOC) should also be opened, and county ESF 1, 8, and 13 agencies should be involved to coordinate.

### **County Coordination**

Ramsey County ESF 5 - Emergency Management will coordinate efforts of municipalities with State of Minnesota and federal agencies during large scale evacuations and shelter-in-place orders.

### **Disaster Intelligence**

Disaster intelligence in evacuation/shelter-in-place situations will vary depending on the disaster, but will include the number of people and/or size of the geographic area being evacuated or sheltering-in-place, number of people requesting and receiving additional evacuation or shelter-in-place services including transportation/sheltering, feeding, and support care, their general locations or the facilities involved, and any intelligence coordinated with any search and rescue, hazardous materials operations, or medical operations related to the evacuation situation.

Municipalities involved in the incident will share all critical information related to evacuations and shelter-in-place orders. At a minimum, such information will include:

- Maps of areas impacted (evacuated or shelters) updated regularly to assess change/progress
- Data regarding the nature, type, concentration, impact of the threat/hazard in real time
- Transportation routes selected or under consideration

### **Operational Procedures**

#### **Activation Protocols**

**Note:** In cases of immediate life safety the on-scene Incident Commander can call for immediate evacuations of the affected area.

In Ramsey County the following official(s) will be responsible for recommending to the Incident Manager that evacuation or shelter-in-place protective measures be established:

- The Incident Commander (IC)- primary entity responsibility for evacuation or shelter-in-place decision making
  - Director of Ramsey County Emergency Management or designee (if not IC)
  - Municipal Fire Chief or designee (if not IC)
  - Ramsey County Sheriff or Municipal Police Chief or designee (if not IC)
- Municipal Incident Manager
  - Typically, the chief elected official is responsible for calling for city residents to evacuate or shelter-in-place based on recommendations of the above. This appendix does NOT supercede existing municipal policy.
- County Incident Manager
  - Municipalities retain their individual jurisdictional responsibilities and authorities

### **Notifications**

Within a reasonable time of the decision for large scale evacuations/shelter-in-place orders, the IC or municipal Emergency Manager must notify the Ramsey County Duty Officer of the decision.

The Duty Officer will notify the following people/groups of its activation and instruct them of any initial actions they need to take under the conditions present at that time:

- County Manager
- County Sheriff
- Ramsey County ESF 1 and 8
- MN HSEM Metro Region Program Coordinator

### **Public Warning and Notification**

All expedient and effective methods for warning the affected public will be used for any evacuation or shelter-in-place event. See [ESF 16 Warning and Notification](#) for more information. Warning methods may include:

- The countywide automated alerting system (Federal-Everbridge)

- The Emergency Alert System (EAS)
- Release of warning messages via the media including television and radio (and written media in the case of a slow developing situation with advanced warning)
- NWS NOAA weather/all hazards radios
- Social networking
- Speaker-equipped public safety vehicles
- Door-to-door notification using public safety personnel resources where necessary and time/situation permits

A combination of audio (sirens, EAS warning tones etc) and visual (EAS and/or electronic text, sign language interpretation etc) warning methods will be used whenever possible to ensure that affected populations with communications functional needs who are not effectively served by one method can receive the information through another.

- Additionally, it may be necessary to provide warning messages in multiple languages as appropriate to the demographics of the effected population.
- Where possible, pre-scripted messages may be used to speed up the warning and notification process

#### **Additional Shelter-in-Place Considerations**

After the shelter-in-place decision has been made, additional considerations and determinations may include:

- Activate ESF 6- Mass Care and ESF 8 - Public Health and Medical early in the process
- Contingency plans for any potential evacuations of those sheltering in place if conditions change/worsen
- Planning for the continuation of basic services (primarily utilities) to the area
- The need to open hotlines to reduce the reliance on 911 dispatch for non-emergency assistance requests from those sheltering-in-place
- How long the public may need to remain sheltered-in-place, and what protective action steps they will need to take will be determined by the IC

(in coordination with ESF 10 Hazmat personnel during hazmat related events).

- Plans for how emergency personnel will respond to life safety emergencies among those sheltering-in-place within the hazard impact area.

### ***Shelter-in-Place Public Information***

The EOC will establish a Joint Information Center (JIC) to coordinate and create internal and external information messages and directions to the public specific to the event on how to effectively shelter-in-place. These may include, but are not limited to:

- Closing doors, windows, fireplace dampers etc
- Sealing/closing all vents, fans, and other openings in the structure to the outside
- Turning off furnaces/air conditioners
- Covering and staying away from windows
- Minimizing the use of elevators
- As time permits, messages should include information on:
  - The nature of the threat
  - Geographic area affected
  - Length of time sheltering-in-place actions are expected to be needed
  - Additional sources of information

### ***Support to Persons Sheltering-in-Place***

Affected populations that rely on outside services (such as nursing care, electricity for critical medical devices, meal delivery via Meals-on-Wheels etc) for basic care needs are especially vulnerable during shelter-in-place operations, whether short or long term. Saint Paul Ramsey County Public Health (SPRCPH) and Community Human Services departments will coordinate efforts to identify people in the affected areas who may require additional assistance and to find any viable alternatives to those services if they are disrupted due to the event. Targeted assisted evacuation may be the only alternative.

### ***Short Term Needs***

The most critical short term need for populations sheltering-in-place is information

- The county and its municipalities will work with utility and communications service providers to make every effort to ensure that basic services (electricity, water and sewer, natural gas, telephone, internet and cable service etc) remain operational for populations sheltering-in-place, particularly those that affect the delivery of critical public information.

### ***Long Term Issues***

The length of time that people can safely shelter in place before they begin to have adverse health effects will vary. The safety of sheltering-in-place should be regularly re-evaluated against any potential dangers within the shelter environment that can develop over time. The following should be considered when determining if people will continue to be safer sheltering-in-place or if some form of staged evacuations (if possible) need to occur and when:

- *Food Supplies:*
  - On average, most people sheltering in their homes will have at least several days worth of food on hand
  - Those sheltering in other facilities, such as office buildings etc may have a much more limited on hand food supply
  - Ramsey County will make every effort to provide mass feeding services to persons sheltering-in-place long term.
    - To establish a system to identify those with mass feeding needs, the ESF 13 Lead will coordinate with the PIO and County Human Services, including for the use of hotlines.
    - Delivery of meals into the hazard zone will require specialized resources specific to the situation that are beyond the capabilities of standard mass feeding providers. These capabilities may include, but are not limited to personnel trained in the use of hazmat personal protective equipment, off road vehicles, etc. The

ESF 13 Lead will coordinate with the Logistics and Operations Sections to identify any appropriate resources available that can perform mass feeding delivery under the particular hazard, including the National Guard if needed.

- Mass feeding of people sheltering-in-place may not be an option due to the danger that the present hazard places on personnel attempting to deliver food within the shelter- in-place zone.
  
- Utility Service:
  - Water service disruption may significantly limit the length of time sheltering-in-place can occur for, particularly for those sheltering away from their homes who will likely not have access to an emergency water supply.
  - Sewer service disruption may eventually cause significant public health issues
  - Heating or cooling service disruption could pose significant hazards to those sheltering during prolonged extreme heat, particularly if they have had to do any sealing of the room they are sheltering in.
  
- Other Critical Services
  - Some persons sheltering-in-place may not be able to go more than a short period of time without other critical services, such as regular medical care.
  - Delivery of those services within the hazard zone may be beyond the capabilities of the standard service providers (such as in-home nurses etc. These capabilities may include, but are not limited to personnel trained in the use of hazmat personal protective equipment, off road vehicles, etc.

Appropriate resources will vary greatly depending on the hazard and the service needed.

### ***Shelter-in-Place Demobilization***

- The on-scene Incident Commander will make the determination of when an area sheltering-in-place has been rendered safe and people can be allowed to cease sheltering actions.
- In some cases the sheltering-in-place may transition to an evacuation operation, particularly in a staged evacuation. Demobilization of sheltering-in-place actions should follow the same general guidelines herein.
- Once the IC has released the shelter-in-place order, the PIO will release public messages through all appropriate methods informing the public that the order has been lifted and providing instructions on how to properly cease their protective actions.
- Welfare checks are recommended within the zone that was sheltering-in-place to ensure that any adverse effects either from the hazard or as a result of the sheltering-in-place actions are remedied. The level and method of welfare checks will depend on the situation.

### **Additional Evacuation Decision Making**

After the evacuation decision is made, additional considerations and determinations may include:

- The area that requires evacuation
- Evacuation methods (on foot or by vehicle)
- Evacuation needs of special needs populations, including transportation to muster sites if used, availability of mobility transport resources, and hotlines to request for evacuation assistance
- Locations and types of evacuation support sites as needed. The designation of any evacuation site will consider the facility's/site's accessibility to the functional needs of evacuees as a priority consideration. If a site is not appropriately accessible and no other possible site is available, the appendix Lead will work with the logistic

section to identify and put in place any temporary adaptation resources that are available. These sites include but are not limited to :

- Muster/collection points
- Embarkation sites
- Welcome/information points
- Reception Centers
- Destination- the safe distance recommended for those traveling in personal vehicles or the locations that evacuees using public transportation will be sent to and likely sheltered at if needed)
- Duration- initial estimate to aid in mass care decisions and response planning (i.e. - will evacuees need overnight sheltering or just reception centers?)

#### ***Evacuation Public Information***

The EOC will establish a Joint Information Center (JIC) to coordinate and create internal and external information messages and directions to the public specific to the event on how to effectively shelter-in-place. These may include, but are not limited to:

- Nature of threat
- Geographic area to be evacuated
- Evacuation method (on foot, personal vehicle etc)
- Muster sites
- Evacuation routes
- Destinations, locations of reception centers and shelters
  - People will be encouraged to shelter with friends and family living outside the affected area, or in hotels etc. Mass care shelters should be considered shelters of last resort and used by those with no other means of shelter during the event.
  - Protective action measures (turn off home appliances etc)

- Essential items and documents etc to take / what to leave behind
- Instructions to pet owners to evacuate their pets with themselves
- Time before impact of threat
- Expected duration of evacuation
- Instructions for functional needs
- Information on evacuation assistance including public transportation and hotline info to request assistance
  - Persons in Ramsey County will be encouraged to find their own means of transportation during an evacuation whenever possible. Evacuation transportation resources will likely be limited, particularly mobility capable vehicles and especially medical transports such as ambulances. To ensure that as many of these resources as possible will be available to respond to assist those who have no other means of evacuation transportation, the citizens of Ramsey County have a responsibility to assist themselves to the best of their ability.
- Regular evacuation public information updates will be critical to public compliance and safety. Updates may include:
  - Basic evacuation zone security efforts
    - Reassuring evacuees that their property is being protected from theft etc
    - Reducing attempts by the public to enter the zone prematurely
  - Hazard situation status and re-entry timelines
  - Re-entry protocols and expected timelines
  - Instructions to parents whose children were evacuated without them (such as in the case of school evacuations) on the arrangements being made for their children.

### ***Selection of Evacuation Routes***

If large scale evacuation is ordered and persons are instructed to go to other municipalities, the ordering agency must coordinate this with the receiving municipality. If time allows for pre-planning evacuation routes, route selection must be coordinated across the county. ESF-13 - Law Enforcement and Scene Security along with ESF 1 - Transportation agencies must be consulted.

We recognize that there is a potential for a scenario to develop that does not allow for preplanning. However, even in these situations, the IC should direct evacuees to use the major north-south and/or east-west roads away from the threat area, as those arteries have greater capacity for large numbers of vehicles.

In any evacuation scenario, as early as possible in the process, the IC should identify "rally" or congregation points where people on foot can access mass transit (bus or light rail) and clearly communicate these locations to the affected public.

Considerations will include:

- Geographic location of the evacuation zone
- Numbers of people being evacuated/evacuation level (see the Evacuation Levels above in this section)
- Evacuation method (on foot etc)
- General destination of evacuees
- Weather conditions in the area during the evacuation
- Road conditions of potential routes within and exiting the evacuation zone
- Nature of the specific hazard
- Traffic management resource availability (particularly law enforcement and public works)

The incident Traffic Management Plan will include, but is not limited to:

- Main and secondary routes
- Ingress and egress points and routes for response vehicles
- A plan for managing signaled or signed intersections on those routes (such as signal timing modification, or over rides, temporary signage, or traffic control personnel)
- Plans, in coordination with MNDOT, for the use of traffic cameras and message boards to aid in the evacuation.

- Additional traffic control measures such as the placement of barricades.

**Note:** at this time there are no plans to use contra-flow within Ramsey County for evacuations. The time and resources necessary to accomplish contra-flow is counter indicated by the nature of the types of hazards in our region that may cause an evacuation.

### ***Evacuation Methods***

Evacuations in Ramsey County may include any of these or a combination of any of these methods:

Staged evacuations, in which people within the hazard zone are evacuated in phases rather than all at once, may be necessary in fast onset (where the public initially shelters-in-place due to the inability to accomplish an evacuation before the impact of the hazard) or evolving situations (where the hazard threatens additional areas as the situation evolves necessitating that the evacuation zone be expanded beyond the initial zone, the hazard conditions threaten to or begin to exceed the safety benefits of sheltering-in-place).

- The IC will make the determination if a staged evacuation is necessary and which areas will shelter in place (or continue sheltering-in-place) vs. which are will be evacuated and when.
- Staged evacuations may include the need to evacuate a population through a hazard. The appendix Lead will work with the on-scene incident command EOC Operations Fire/Hazmat/ Law Enforcement/EMS staff (as appropriate to the hazard) staff to determine which protective equipment or actions are necessary to provide to or instruct the public in so that they can be safely moved from the evacuation zone.
- The appendix Lead will assist the Logistics section in procuring any Personal Protective Equipment necessary for evacuees and any first responders assisting evacuees within the hazard zone.

On foot evacuations may be necessary particularly in high population density or traffic congested areas. On foot evacuations can also be more expedient than vehicle evacuations for small evacuation zones due to evacuee vehicle traffic jams. Evacuees may be asked to travel directly to embarkation/reception centers if the hazard situation allows those sites to be able to be established within reasonable walking distances of the hazard zone, or to muster/collection sites within reasonable walking distances within the hazard zone where evacuees will be transported out to embarkation or reception centers via public transportation. See the Embarkation Site or Muster Site sections within this Concept of Operations for more information on the operations of those sites.

- ESF 13 - Law Enforcement will work with ESF 1 - Transportation to establish ingress and egress routes that are free of evacuee foot traffic for response vehicles and any public transportation assisting those who are not able to travel the required distance to a reception center.
- In addition to any other services they are providing to the evacuation, assistance of public transportation providers may also be needed to help get evacuees home if they live outside the evacuation zone and rely on a personal vehicle left behind in the zone.
- The JIC will coordinate the release of instructions to people in the evacuation zone to leave their vehicles behind and proceed to either embarkation/reception centers or muster sites as needed
- The IC will make the determination about whether evacuees will walk out to reception centers or will need to be moved further away and muster sites should be set up.
  - If time permits, hotlines will be established in coordination with the PIO for people within the evacuation zone who can't travel the required distance to a reception center on their own can request public transportation assistance. Traffic control and security personnel within the zone should be instructed in how to handle any requests they receive on the street and who to pass them on to ensure that people get the help they need in a timely manner.
  - Mass care needs will be significant for this type of evacuation since nearly 100% of evacuees will at least initially be served at the muster sites and/or reception centers. ESF 13 will coordinate these services with ESF 6 Mass Care.

Private vehicles & mass transportation evacuations are chosen when the hazard situation or the distances involved require it, evacuations may involve a combination of the use of private/personal vehicles and mass transit.

- Ramsey County will encourage people to use their own vehicles during the evacuation.
- See the Public Mass Transportation Operations section of this ESF more information on the use of public transport vehicles.

- See the Evacuation Traffic Management section of this ESF for more information on those operations.

*Spontaneous and shadow evacuations* of people who believe they are acting in their own best interests are probable, and the IC should consider the impact of this eventuality on the scope and management of evacuation or shelter-in-place operations.

- A spontaneous evacuation, in which people will leave on their own and by their own means and routes without or prior to any official evacuation order, may complicate the accountability and tracking of people affected by the hazard.
- Evacuee support services may not have been established or become functional before people begin spontaneously evacuating.
- In a shadow evacuation people outside the official evacuation zone elect to evacuate themselves, often because of a perceived but not actual risk to themselves.
- Shadow evacuees can significantly increase the number of people who evacuate and thus require evacuation services. This behavior makes prediction the size and scope of needed evacuee services very difficult.

### ***Public Mass Transportation Operations***

**Note:** The following mass transportation guidance refers primarily to the use of buses including the resources public bus companies, mobility transport companies, and school buses. Most of these resources are privately owned and their availability can vary. Metro Transit is the largest and most widely spread public mass transit provider in the region and will be referenced the most as a default source of mass transit vehicles and operations management, but Ramsey County will leverage any and all local public mass transportation providers as needed and available to effectively and efficiently accomplish an evacuation. This includes the use of other transportation methods, such as rail, air, and even river travel if necessary.

*Muster/Collection Site Operations* (areas inside the evacuation zone where evacuees who rely on transportation for the evacuation will gather to be collected and brought out of the hazard zone to embarkation sites or reception centers)

- Muster sites are used both during on-foot evacuations and in vehicle evacuations as assembly points for evacuees who will be relying on government provided transportation

- Muster site locations will be determined at the time of need based on the unique conditions and locations affected by the incident.
- Metro Transit has effective internal temporary muster site plans and extensive experience in their management and operation. These plans can be adapted quickly to use during an evacuation. Metro Transit in coordination with the ESF 13 Lead at the request of the EOC can provide muster site supervisors and management personnel in addition to its vehicles and drivers.

### **Evacuation Support Operations**

#### ***Coordination with Private Institutions (hospitals, schools, assisted living, prisons)***

- Evacuation of hospitals, nursing homes and other care facilities with residents/patients who are severely mobility limited is a recognized gap. Situations would be worked out with the facility management, local EMS providers, through the EOC.
- Hospitals have their own plans for sheltering in place and evacuations
- Schools maintain their own evacuation plans and agreements with other schools/ districts to host evacuated students if necessary.
  - Private schools and daycares are instructed to also maintain their own plans but may not have adequate transportation resources, particularly in large scale events where their contractors are double booked, and may require additional assistance from the county
  - A critical component to any evacuation involving schools is timely and accurate public information to inform parents of the arrangements being made for their children and where to pick them up if possible.
- The evacuation of incarcerated persons presents unique considerations. Prisoners cannot be housed in public shelters or transported on public transportation along with the general public. Prisons have their own evacuation plans which include pre-designated transportation and housing resources.
- The county may be called upon to assist in evacuations of any of these institutions, particularly in major or catastrophic evacuations in which

their own resources may not be available. Clients from these institutions will remain under the management of their institutions.

- The county will coordinate with affected institutions during any evacuation that includes their facilities and/or personnel.

***Motorist Assists (for self-evacuees and mass transit vehicles)***

Gas stations on the evacuation route may be overwhelmed and may even run out of fuel.

- To prevent motorists getting stranded by running out of fuel and their vehicles from impeding evacuation traffic Ramsey County will employ the use of mobile refueling resources to assist evacuating motorists en route who are running low or run out.
- It may also be necessary to request that those gas stations increase their service hours etc to accommodate the evacuation.
- To prevent the blocking of evacuation traffic lanes vehicles that become inoperable during the evacuation will be moved to the shoulder or ditch by the most expedient process available (pushing by hand or vehicle, towing etc). Motorists who were using the vehicle will be transported to the nearest evacuee reception area by the closest available public transportation. No motorist will be left stranded.

***Evacuee Embarkation Sites (including Reception Centers)***

Evacuee embarkation sites are locations outside of the hazard zone where evacuees using public transportation arrive to be processed, receive mass care, and transfer to public transportation that will bring them to a public shelter. Reception Centers are locations that will receive the public transportation evacuees at their final destination. Services offered at embarkation sites and reception centers are the same and will be covered as one.

**Note:** Either location may also receive self-evacuees if necessary, particularly if there is a need for decontamination or to track them through a common site with public transportation evacuees. If self-evacuees are not expected to need decontamination or another method is available from them to be included in the evacuee tracking system, they should not be routed to embarkation or reception sites. See the Support to self evacuees section within this Concept of Operations for further information on services provided to them outside of embarkation and reception locations.

Services at embarkation and reception locations may include the following:

Processing

- If the evacuee will be traveling on (to a reception center if at an embarkation site or to a public shelter if at a reception center), they will be assigned to a public transportation vehicle.
- If public shelters are needed, evacuees will be assigned to a shelter at the reception center and assigned any additional transportation needed to reach the shelter.
- Every effort will be made in the assignments of any transportation and shelters to keep families together.

Accountability

- To ensure that all persons who were expected to have been in the evacuation zone have been accounted for it is recommended that a system for evacuee accountability be established as soon as possible once reception centers are established. This system should include some method of identification confirmation and a centralized location to collect the information. Options include requiring that all evacuees physically travel to a reception center within a given time frame to register that they successfully evacuated, or a hotline. Appropriate proof of identification will be dependent on the situation and determined at the time.
  - Ramsey County and municipal property records, rental property leasing records, and business employee records are potential tools in identifying who was likely to have been in the affected area at the time.
  - FEMA has a potential evacuee tracking system that may be a resource during incidents they are assisting with. It is known as NMETS (National Mass Evacuation Tracking System)
  - Evacuee tracking may also be assisted through the use of the American Red Cross's Safe and Well website, particularly for those staying in mass care shelters.

Mass Feeding

- Mass feeding at embarkation sites will consist at a minimum of basic rehydration. Other feeding services, from simple snacks to hot meals, may be delivered as appropriate and available at the discretion of the ESF 13 Lead. Evacuees should not expect full mass feeding services at the embarkation site

however, Those traveling on to their own destination (hotel, relatives house etc) should provide for their own meals en route. Those requiring public shelter will receive meals at the shelter facility as part of their mass care services under ESF 6.

#### Sanitation

- Embarkation sites should provide for the basic sanitation needs of evacuees, particularly restroom facilities.

#### Pet Sanitation

- A separate area, preferably grassy, should be set aside at the embarkation site for pet owners to exercise and provide relief for their animals.

#### Health Services

- Health services at embarkation sites will consist of basic treatment for minor injury or illness (first aid) and basic psychological first aid.
  - Health screening of evacuees at the embarkation site may be necessary to ensure to determine if any further health services are needed for that individual due to the affects of the hazard.

#### Decontamination

- Decontamination of evacuees, their pets, and personal vehicles may be necessary and should occur at the embarkation site before the evacuees move on to shelters (personal or public). The ESF 13 Lead will coordinate with the [ESF 10 Hazardous Materials](#) (and [ESF 17 Animal Services](#) for pets) staff for any decontamination operations.

#### ***Vehicle Staging and Boarding***

- Reception centers and embarkation sites may need to provide continued public transportation to the next evacuation support site (either a public shelter or the reception center respectively).
- After receiving their transportation assignments at processing and any other support services needed, evacuees will queue for and board their assigned transport at the vehicle staging area.
  - Separate vehicle staging areas may be used for pet owners and/or their pets depending on the animal shelter types being used or if pets are being transported separately from their owners. See [ESF 17](#)

[Animal Services](#) for policies and recommendations. These areas should be coordinated with the ESF 17 Lead.

- Metro Transit site plans can be adapted for embarkation and reception center vehicle staging. See the [Metro Transit Muster Site guidance](#) for additional information.

### ***Evacuation Zone Security***

The evacuation zone will be secured at the earliest possible time until the area is deemed safe and released by the IC for normal ingress and egress. Evacuation zone security will protect the public from unsafe access to the zone and protect evacuee's property within the zone.

ESF 13- Law Enforcement and Scene Security is responsible for the security plans for the evacuation zone. Plan specifics will be highly dependent on the incident conditions and will be developed at the time. Considerations and plan items should include:

- The designation and establishment of an evacuation zone perimeter
- The determination of resource needs in order to secure the perimeter and operate access control points
  - This may include the need to activate law enforcement mutual aid and/or request the assistance of the National Guard
- Establishment of ingress and egress control points, and any specific ingress and egress points reserved for response vehicles
- Designation of approved identification/credentials for entry into the evacuation zone
- Any additional security efforts necessary including the use of area surveillance cameras, patrols (if possible) and/or area curfews etc.
- Any unique plans necessary for the processing and care (including decontamination) of persons found to be violating the evacuation perimeter.
- Coordination with re-entry planners for access control point operation plans during re-entry

### **Evacuation Demobilization Operations**

The EOC Planning Section should create a Demobilization Unit to establish an event specific evacuation demobilization plan including plans for the transfer of resources used in the evacuation to security, monitoring and eventually re-entry operations as appropriate or release to their jurisdictions/standard duties.

### ***Re-entry Operations***

Re-entry considerations and determinations will be made by the IC once the area is deemed to be safe for limited or full occupation. These considerations include:

- Will re-entry be short term, staged, or full?
- The method used to group people for any staged re-entry
  - Options include address number, alphabetical by last name etc.
- Security will needs for the zone during re-entry operations
- Public ingress and egress access points
- Any restrictions on who will be provided access: the general public, the media, business owners, or residents only etc
- The level of safety that needs to be established within the zone before re-entry is possible on any level. In addition to the reduction of the original hazard to below dangerous levels, this may include:
  - Clearing of most roads of debris to allow for basic travel
  - Removal or rendering safe of significant hazards such as downed power lines, ruptured gas and sewer lines
  - Inspection and placarding of damaged structures (see damage assessment in [ESF 3 Public Works](#))
  - Water lines have been repaired enough to provide fire fighting capability
  - Utility restoration is not necessary but recommended at at least basic service levels
- Types of support services needed for the returning public in the zone-including assistance from voluntary agencies for feeding, clean up etc.

- Access authorization and credentialing will need to be provided to any designated staff from entities providing those services.

#### **Re-entry Public Information**

Evacuees will be notified by public announcement in public shelters and via the media when it is safe to return to the evacuated area. Re-entry public messages should include the following information:

- whether the re-entry is short term, staged, or full,
- locations of any access control points
- credentialing and identification requirements
  - Safety information on any hazards in the evacuation area.
  - Re-entry transportation services and instructions for public transportation dependant populations including those who were evacuated on public transportation.
  - Additional short term re-entry public information
- Clear explanations of why re-entry is being limited to short term and when full entry is expected to be possible
- Entry and exit times
- Additional staged re-entry public information should include:
  - Clear explanations of the reasons that re-entry is being staged
  - Clear explanations of the method being used to group those returning and the times each group should return.

#### **Re-entry Protocols**

##### General Re-entry Operations

- As appropriate to the scale and timeframe of re-entry will be carried out using the same considerations, policies and procedures as the evacuation- particularly in the case of transportation and traffic management.

##### Short Term/Limited Time Re-entry

- Limited re-entry will provide access to evacuees, residents, and owners of businesses within the hazard zone for prescribed and limited portions of a day prior to full re-entry. This is often appropriate when the initial or

resulting hazards within the zone have been reduced below immediate life safety levels but the area is still not safe for long term occupancy.

#### Staged Re-entry

- Staged re-entry is particularly useful in large scale evacuations to limit return route congestion and effectively manage security and credentialing. Evacuees will be phased back into the area in pre-determined stages.

#### Full Re-entry

- Full re-entry is the complete return of all evacuated persons to the area and full access to the area for all residents, business owners etc. It may also include complete public access even for non-residents/business owners or may be restricted due to continuing hazards, security concerns and/or cleanup efforts. The IC will make this determination.
- Full re-entry will use the re-entry security protocols below, and any necessary transportation and traffic management plans from the initial evacuation plan.

#### Re-entry Security

- Efforts shall be made by on-scene personnel to insure that access/return to the area is obtained only by authorized personnel.
- Evacuation zone security includes plans for access control points and credentialing during re-entry. See the Evacuation Zone Security section within this Concept of Operations for more information.

#### Re-entry for Transportation Dependent Populations

- The Planning section in the EOC will work out a transportation plan for reentry for shelters inside and outside the evacuation zone.
- A hotline may be needed to receive re-entry transportation assistance requests.
- Re-entry transportation planning should include:
  - Whether public transport vehicles will be able to travel within the zone or if drop off points outside the zone from which the public can either walk into the zone or if they are unable to do so, can

board specially designated vehicles to transport them to their destination within the zone.

- o A determination of when regular public transportation service can resume and the disaster public transportation service can end
  - This should be clearly communicated to the public via public information messages.

**Roles and Responsibilities**

The following list identifies the responsibilities designated to each agency and organization for this ESF. The coordinating and primary agency and their responsibilities are listed first. The supporting agencies follow in alphabetical order.

<b>Coordinating: Ramsey County Emergency Management &amp; Homeland Security (RCEMHS)</b>	
<b><i>Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry</i></b>	
1	Activates and coordinates their jurisdiction’s EOC
2	May make recommendations to the jurisdiction’s Mayor regarding evacuation and/or Declarations of Emergency
3	Activates this ESF
4	May serve as part of a Unified Command

<b>Primary: Municipal Law Enforcement</b>	
<b><i>Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry</i></b>	
1	May serve as Incident Commander or in Unified Command
2	Assist with public warning in the field
3	Coordinate any on traffic control and security issues for municipal roads, neighborhoods and facilities involved with the evacuation
4	Coordinates with the Incident Commander (IC) on the determination of evacuation routes within their jurisdiction and designation of any routes reserved for emergency vehicle traffic into and out of the evacuation zone
5	Coordinate with the traffic division of Public Works on the use or modification of traffic control devices, including Opticoms to aid any evacuation
6	Coordinate the evacuation or sheltering of any persons incarcerated in their law enforcement holding areas
7	Coordinate with the ESF 13 Lead, public works, and the IC on the establishment of a system to assist motorists on evacuation routes, including the removal of inoperable vehicles from the roadway, refueling of vehicles, and transport of stranded motorists

**Primary: Ramsey County Sheriff's Office (RCSO)**  
**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

1	<p>Serve as Incident Commander of any County managed evacuations. This will include:</p> <ul style="list-style-type: none"> <li>• Coordinate all transportation resources used in an evacuation</li> <li>• Coordinate security and traffic control in the affected area</li> <li>• Coordinate with local Law Enforcement and Incident Command in any county assisted evacuations on traffic control and security issues for county highways and facilities involved with the evacuation</li> <li>• Coordinate with the traffic division of the affected municipality's or County Public Works on the use or modification of traffic control devices to aid any evacuation</li> <li>• Coordinates with the Incident Commander (IC) on the determination of evacuation routes and designation of any routes reserved for emergency vehicle traffic into and out of the evacuation zone</li> <li>• Coordinate with Ramsey County Community Corrections on the evacuation of any incarcerated persons from, through, or to Ramsey County.</li> <li>• Coordinate with the ESF 13 Lead, local law enforcement, public works, and the IC on the establishment of a system to assist motorists on evacuation routes, including the removal of inoperable vehicles from the roadway, refueling of vehicles, and transport of stranded motorists</li> <li>• Request the assistance of the National Guard if needed for any shelter-in-place, evacuation, or re-entry services.</li> </ul>
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**Supporting: First Student Bus**  
**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**Supporting: Human Services, Inc (Bus)**  
**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-**

***Place, and Re-Entry***

- |   |   |
|---|---|
| 1 | Provide their vehicle and personnel resources as available and needed to transport evacuees |
|---|---|

**Supporting: Lorenz Bus Company**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

- |   |   |
|---|---|
| 1 | Provide their vehicle and personnel resources as available and needed to transport evacuees |
|---|---|

**Supporting: Maple Grove Transit System**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

- |   |   |
|---|---|
| 1 | Provide their vehicle and personnel resources as available and needed to transport evacuees |
|---|---|

**Supporting: MetroTransit (Metropolitan Council)**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

- |   |  |
|---|--|
| 1 | Provide its vehicle and personnel resources as available and needed to transport evacuees and establish and manage muster sites/vehicle staging and boarding areas |
| 2 | Assist in the development and implementation of any incident specific evacuation plans that involve Ramsey County and use the North Star Rail or light rail lines  |

**Supporting: MN Department of Transportation (MnDOT)**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

- |   |  |
|---|--|
| 1 | Provides its resources to assist with evacuations on state and federal highways. |
| 2 | Other MNDOT evacuation responsibilities  |

**Supporting: MN National Guard**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

- |   |   |
|---|---|
|   | Once requested by the County Sheriff or Governor, can provide the following evacuation assistance         |
| 1 | <ul style="list-style-type: none"> <li>• Traffic control personnel</li> <li>• Motorist assists</li> </ul> |

	<ul style="list-style-type: none"> <li>○ Refueling trucks</li> <li>○ Equipment and personnel to move inoperable vehicles from the roadway</li> <li>○ Transport of stranded motorist</li> <li>○ Evacuation zone and access point security</li> <li>○ Hazmat trained personnel to assist with any services to the public within the hazard zone</li> </ul>
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<b>Supporting: MN State Patrol</b>	
<b><i>Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry</i></b>	
1	Assists with traffic control and security, particularly with regard to state and federal highways and state facilities
2	See State Patrol Responsibilities

<b>Supporting: Municipal CERT</b>	
<b><i>Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry</i></b>	
1	Provide their members and program coordinators to assist in any appropriate non-hazardous shelter-in-place, evacuation, and/or re-entry tasks, including but not limited to:
2	Assistance with access point and perimeter security
3	Assistance with processing, information, and mass care support at evacuation muster, embarkation, reception, and/or information sites.
4	Assist with traffic control and direction

<b>Supporting: Municipal Fire Department</b>	
<b><i>Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry</i></b>	
1	May serve as Incident Commander or in Unified Command
2	Assist with public warning in the field
3	Coordinate Fire/Rescue services within the evacuation zone, evacuation routes, or evacuation support sites

<b>Supporting: Municipal Law Enforcement</b>	
<b><i>Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry</i></b>	
1	May serve as Incident Commander or in Unified Command

2	Assist with public warning in the field
3	Coordinate any on traffic control and security issues for municipal roads, neighborhoods and facilities involved with the evacuation
4	Coordinates with the Incident Commander (IC) on the determination of evacuation routes within their jurisdiction and designation of any routes reserved for emergency vehicle traffic into and out of the evacuation zone
5	Coordinate with the traffic division of Public Works on the use or modification of traffic control devices, including Opticoms to aid any evacuation
6	Coordinate the evacuation or sheltering of any persons incarcerated in their law enforcement holding areas
7	Coordinate with the ESF 13 Lead, public works, and the IC on the establishment of a system to assist motorists on evacuation routes, including the removal of inoperable vehicles from the roadway, refueling of vehicles, and transport of stranded motorists

**Supporting: Municipal Mayor's Office**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	Issue the "Order" to evacuate for their jurisdiction under the recommendation of the IC or other authorized agents (see Activation Protocols in Concept of Operations)
2	Approves any recommendation for a Declaration of Emergency

**Supporting: Municipal Public Schools**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	Maintain communications with the EOC/Incident Command to ensure awareness of their actions and arrangements for their students during sheltering-in-place or evacuation.
2	Participate in JIC operations and in public messages regarding the arrangements for their students.

**Supporting: Municipal Public Works**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	Assist the ESF 13 Lead with traffic control, signal timing, sign and lighting, barriers and cones
2	Help to establish and monitor transportation routes being used for evacuation or re-entry
3	Coordinate with the ESF 13 Lead, public works, and the IC on the establishment of a system to assist motorists on evacuation routes, including the removal of inoperable vehicles from the roadway, refueling of vehicles, and transport of stranded motorists

**Supporting: MV Corporation (Transit)**

**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

- |   |   |
|---|---|
| 1 | Provide their vehicle and personnel resources as available and needed to transport evacuees |
|---|---|

**Supporting: Plymouth Metrolink Transit**

**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

- |   |   |
|---|---|
| 1 | Provide their vehicle and personnel resources as available and needed to transport evacuees |
|---|---|

**Supporting: Ramsey County CERT**

**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

- |   |  |
|---|--|
| 1 | Provide their members and program coordinators to assist in any appropriate non-hazardous shelter-in-place, evacuation, and/or re-entry tasks, including but not limited to: |
| 2 | Assistance with access point and perimeter security  |
| 3 | Assistance with processing, information, and mass care support at evacuation muster, embarkation, reception, and/or information sites.                                       |
| 4 | Assist with traffic control and direction  |

**Supporting: Ramsey County Emergency Management & Homeland Security (RCEMHS)**

**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

- |   |  |
|---|--|
| 1 | Activates and coordinates their jurisdiction's EOC   |
| 2 | May make recommendations to the jurisdiction's Mayor regarding evacuation and/or Declarations of Emergency |
| 3 | Activates this ESF   |
| 4 | May serve as part of a Unified Command   |

**Supporting: Ramsey County Public Works**

**Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry**

- |   |   |
|---|---|
| 1 | Assist the ESF 13 Lead with traffic control, signal timing, sign and lighting, barriers and cones |
| 2 | Help to establish and monitor transportation routes being used for evacuation or re-entry         |

3	Coordinate with the ESF 13 Lead, public works, and the IC on the establishment of a system to assist motorists on evacuation routes, including the removal of inoperable vehicles from the roadway, refueling of vehicles, and transport of stranded motorists
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**Supporting: Schmitt & Sons Transportation**  
*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**Supporting: Scott County Transit**  
*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**Supporting: Shakopee Area Transit**  
*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**Supporting: Southwest Metro Transit Commission**  
*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**American Red Cross**  
*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Coordinate with the ESF 13 Lead on the provision of their mass care services at evacuation support sites
2	Coordinate with the ESF 13 Lead through ESF 6 Mass Care on the establishment and operation of public shelters for evacuees.

**ESF/Annex Lead**  
*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Coordinate with the IC on the designation of evacuation routes, support site locations
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	and services
2	Coordinate with Public Works and law enforcement on traffic control plans and measures
3	Coordinate with law enforcement on the establishment of perimeter and access point security
4	Coordinate with the PIO on any public messages regarding sheltering-in- place, evacuation or re-entry, and the establishment of any hotlines for evacuation or shelter-in-place assistance
5	Coordinate with the Planning Section on any demobilization plans and re- entry plans
6	Coordinate with Metro Transit and any other local mass transit providers on transportation operations including the management of muster/vehicle staging and boarding locations
7	Coordinate with ESF 10 Hazardous Materials personnel on any decontamination needs for evacuees
8	Coordinate with ESF 6 on any mass care services to evacuees or those sheltering-in-place
9	Coordinate with law enforcement, public works, and the IC on the establishment of a system to assist motorists on evacuation routes, including the removal of inoperable vehicles from the roadway, refueling of vehicles, and transport of stranded motorists

**Health East Medical Transportation**

*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**Metro Mobility**

*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**MN Organizations Active in Disaster (MnVOAD)**

*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Provide a representative to the EOC if requested
2	Assist in the identification of voluntary agency resources to perform shelter-in- place, evacuation, and re-entry support services including mass care.

**Municipal Emergency Management Agency (EMA)**

*Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry*

1	Activates and coordinates their jurisdiction's EOC
2	May make recommendations to the jurisdiction's Mayor regarding evacuation and/or Declarations of Emergency
3	Activates this ESF
4	May serve as part of a Unified Command

**Municipal EMS**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	<p>Work with ESF 8 Health and Medical to coordinate the evacuation of people or institutions that require medical transports for evacuation assistance.</p> <p><b>Note:</b> Ambulances will be in high demand, especially by medical institutions for the evacuation of their clients. For this reason, ambulances will be a last resort in the transport of individuals with medically mobility issues from their homes who have not made personal arrangements. While not ideal in all cases, the limited availability of ambulances will necessitate the use of other mobility transports in these cases.</p>
2	Work with the evacuation assistance request hotline coordinator to develop a method for processing and fulfilling incoming requests
3	?Work with the PIO to create public information messages instructing people who require additional evacuation assistance to call the established hotline

**Municipal Public Information Officer**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	<p>Establish a hotline if needed and assist in the development of a system for processing and fulfilling incoming requests for evacuation assistance</p> <ul style="list-style-type: none"> <li>• Create public information messages instructing people who require additional evacuation assistance to call the established hotline</li> </ul>
2	Establish and coordinate the JIC
3	Develop and release public information messages regarding the event

**Private EMS**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	<p>Work with ESF 8 Health and Medical to coordinate the evacuation of people or institutions that require medical transports for evacuation assistance.</p> <p><b>Note:</b> Ambulances will be in high demand, especially by medical institutions for the evacuation of their clients. For this reason, ambulances will be a last resort in the</p>
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	transport of individuals with medically mobility issues from their homes who have not made personal arrangements. While not ideal in all cases, the limited availability of ambulances will necessitate the use of other mobility transports in these cases.
2	Work with the evacuation assistance request hotline coordinator to develop a method for processing and fulfilling incoming requests
3	?Work with the PIO to create public information messages instructing people who require additional evacuation assistance to call the established hotline

**Ramsey County Public Information Officer - PIO**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	<p>Establish a hotline if needed and assist in the development of a system for processing and fulfilling incoming requests for evacuation assistance</p> <ul style="list-style-type: none"> <li>• Create public information messages instructing people who require additional evacuation assistance to call the established hotline</li> </ul>
2	Establish and coordinate the JIC
3	Develop and release public information messages regarding the event

**Senior Community Services Transportation**

***Response (During Event) Actions for Appendix D: Evacuation, Shelter-in-Place, and Re-Entry***

1	Provide their vehicle and personnel resources as available and needed to transport evacuees
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**C. RESOURCES**

**Transportation Resources**

There are many transportation assets available to the county and its municipalities, including assets from government departments, mutual aid from other government jurisdictions, voluntary organizations, and private companies. The following is only a partial listing of potential assets

**Metro Transit** can provide buses and/or drivers upon request to assist in the evacuation and re-entry transportation

- Rail lines, including light rail and North Star commuter rail currently have no lines within Ramsey County, but may serve as a resource option to move county

evacuees out of the area or to assist evacuees coming to Ramsey County. Plans are under way to extend these lines into the county in the future.

- For muster site operations contact the Metro Transit Control Center

#### **Other Local/Regional Bus Companies**

- Metro Transit emergency plans include contact information for other local busing companies. Ramsey County Emergency Management and Homeland Security has a copy of those plans and contact numbers
- School buses. Most local school bus companies are privately owned and operated. Their ability will vary. They should be contacted on an ad hoc basis to see what resources they can provide at the time
  - First Student Bus Company
  - Lorenz Bus Company
  - Rehbein
- Greyhound and Jefferson Bus lines- these are private interstate bus companies with local depots that should be contacted ad hoc to see if they may have resources available
- Bus drivers. If not supplied by the bus company, and if the bus company agrees to the use of outside drivers, additional bus drivers may be necessary to accomplish large scale evacuations. The bus company has the right to require that any drivers must be able to meet federal requirements to drive a school bus including licensure, drug and alcohol testing requirements, and passenger endorsements.
  - The National Guard is a potential source of personnel with appropriate licensure to operate a bus

#### **The National Disaster Medical System**

- Can assist with movement of medical patients during a disaster. This is a federal program and should be requested through the State Duty Officer. Many local hospitals participate in or are members of the NDMS

#### **The Minnesota National Guard**

- Has high clearance large capacity vehicles, passenger and large vehicle licensed drivers and other transportation assets including air transports.

### **Air Transportation**

- Metropolitan Airports Commission (MAC) for local airports including Minneapolis St. Paul International and Homan Field
- Holman Field can provide transportation assets for bringing in and removing items and personnel. The use of Holman Field should be coordinated with the City of St. Paul
- Airspace management -through the State Duty Officer the City can make a request for temporary flight restriction in the airspace over the City for life safety issues. Only the federal government can close airspace.

### **Water Transportation and River Traffic Resources**

- Any use of Mississippi River assets should be coordinated through the City of St. Paul
  - Barges- Upper river services is the contact for barges and tug/tow boats, This is still a concept that will be explored further for evacuation and debris management.
  - The Paddleford Company is a potential source for other marine assets including personal flotation devices
  - The Army Corps of Engineers is responsible for the Mississippi River maintaining the shipping channel
  - The US Coast Guard is responsible for commercial river traffic on the Mississippi, including safety and control
    - Ramsey County Sheriff and SPPD for civilian river traffic safety and control
    - Upper River Services for tug boats and marine assets
    - Closing the river- In an emergency the Ramsey County Sheriff's Office can close the river to all traffic. Contact the Water Patrol section:
    - Otherwise the Coast Guard also has that authority.
    - St Paul Fire and the Ramsey County Sheriff's Department can aid in Mississippi River security during water evacuations by doing sweeps and carrying law enforcement personnel on their boats

### Security Resources

The County and its municipality maintain mutual aid agreements with outside agencies that can assist with security, including equipment and personnel. Additional resources include:

#### **Ramsey County and Municipal CERT**

- County Dispatch can be used to request CERT volunteers from any and/or all programs in the county.

#### **MetroTransit**

- Has law enforcement personnel that may be able to assist with evacuation security- primarily at their transportation operation sites.
- Metro Transit Police Dispatch

#### **The Minnesota State Patrol**

- Via the State Duty Officer

#### **The Minnesota National Guard**

- Has personnel that can assist in security at the request of the County Sheriff

### Traffic Control Resources

The County and its municipality maintain mutual aid agreements with outside agencies that can assist with traffic control, including equipment and personnel. Additional resources include:

#### **Minnesota Department of Transportation**

- Maintains its Traffic Management plan and is a source for evacuation support. Ramsey County emergency management has a copy of the [MNDOT Traffic Management Plan](#) if needed.

#### **The Minnesota State Patrol**

- Via the State Duty Officer

#### **The Minnesota National Guard**

- Has personnel and equipment that can assist in traffic control and direction at the request of the County Sheriff

**Evacuation** A protective action measure in which a population leaves their present location due to an eminent or active threat and travels to a safe area. There are several versions of evacuation, unless otherwise noted, all use of the term “evacuation” in this ESF can be assumed to mean the “directed” version:

- **Spontaneous:** Evacuation in which a population decides on its own to evacuate
- **Directed:** Wherein public safety officials make a recommendation to a threatened population that they evacuate. There are two types of directed evacuation:
  - **Voluntary:** Wherein a public safety official recommends and requests that a given population evacuate for their own safety.
  - **Mandatory:** Wherein a public safety official uses the force of law to require a population to evacuate. There is no “mandatory” evacuation authority in our jurisdiction.

**Evacuation Order** There is no legal authority in Minnesota for a true evacuation “order” (or mandatory evacuation). For the purposes of this ESF the term “Evacuation Order” is used to represent all forms of government recommended evacuations.

**IC** Incident Commander

**ICS** Incident Command System

**Information Point** An evacuation support site where rest and information about the evacuation including the locations of shelters is provided to self-evacuee motorists.

**MNHSEM** Minnesota Homeland Security and Emergency Management

**Muster Site** Used both during on-foot evacuations and in vehicle evacuations as assembly points for evacuees who will be relying on government provided transportation

**NIMS** National Incident Management System

**Protective Action** Step taken before, during, or after an incident designed to prevent, minimize, or contain impact of incident. Examples may include the use of Personal Protective Equipment, shutting of air conditioning, sealing doors and windows, etc specific to and dependant on the nature of the hazard.

**Public transportation** For the purpose of this ESF, public transportation refers to any transport vehicle that is provided for public use by a government entity. This may include the use of private mass transit (such as buses), government vehicles and may extend beyond the use of automobiles to trains, planes, and boats where necessary.

**Reception Center** Reception Centers are locations that will receive the public transportation evacuees at their final destination

**Re-entry** The authorized return of evacuees, residents, business owners, and normal public access to a previously evacuated area. Public safety officials may restrict access to certain groups (such as residents) and/or may limit the time in which people may enter the area for any continuing hazard or security reasons until full re-entry is possible.

## Evacuee Support Resources

### **MN VOAD**

#### **Ramsey County and Municipal CERT**

- County Dispatch can be used to request CERT volunteers from any and/or all programs in the county. Additional program specific contact numbers are:
  - Ramsey County Sheriff's Department
    - CERT Program Coord
  - Falcon Heights CERT
  - New Brighton CERT (generally do not deploy outside the city)
  - North St. Paul CERT
  - Vadnais Heights CERT
  - Roseville CERT

#### **The Minnesota National Guard**

- Has personnel and equipment that may be able to provide some support services under certain hazard situations. The Guard also has large vehicles and personnel that can assist with the removal of inoperable vehicles from evacuation routes, refueling of vehicles, and transport of stranded motorists

#### **Portable Toilets**

- For support sites: the county contracts with several commercial vendors
  - Contracts vary

## **E. GLOSSARY AND REFERENCES**

<b>CBRNE</b>	Chemical, Biological, Radiological, Nuclear and Explosives
<b>Collection Site</b>	See Muster Site
<b>EAS</b>	Emergency Alert System
<b>Embarkation Site</b>	Evacuee embarkation sites are locations outside of the hazard zone where evacuees using public transportation arrive to be processed, receive mass care, and transfer to public transportation that will bring them to a public shelter.
<b>EMS</b>	Emergency Medical Services

**Self-evacuee** A person who evacuates under their own power. Often used to indicate an evacuee using a personal vehicle for their evacuation

**Shelter-in-Place** A protective action method in which participants seek shelter from an eminent or active threat in the nearest building or facility to their present location. This protective action measure is often used when people are safer taking shelter where they are than if they were to attempt to go outside and evacuate an area. Sheltering-in-place encompasses a variety of protective steps, from simply remaining in doors to sealing an isolated room within a building from all outside air exchange. The actions taken depend upon the threat and can be either short term or longer term or can be a temporary measure as part of an eventual or staged evacuation.

**Shadow Evacuation** The voluntary evacuation of people living outside an official evacuation zone

**SOP** Standard Operating Procedure

**Spontaneous Evacuation** The movement of people out of an area because of an actual or perceived threat but in the absence or prior to an actual official evacuation order

**Staged Evacuation** A stepped or phased evacuation in which not all of the people in a hazard zone are directed to evacuate at the same time. This may occur because of local geographic variations in the type of protective action that is most effective at the time: some people may be asked to shelter in-place, at least temporarily, while others are evacuated.

## Appendix H: High-Hazard Flammable Train (HHFT)

### Coordinating Agency:

Ramsey County Emergency Management & Homeland Security (RCEMHS)

### Primary Agency:

Municipal Fire Department

On-Scene Incident Commander (OSIC)

### Support Agencies:

US Dept of Transportation (USDOT)

MN Department of Transportation (MnDOT)

MN Homeland Security and Emergency Management (HSEM)

MN State Fire Marshall

State Chemical Assessment Teams (CAT)

State Hazardous Materials Unit - St. Paul Fire

North Suburban HazMat Team

Burlington Northern Rail

Canadian Pacific Rail

St. Paul Ramsey County Public Health (SPRCPH)

Municipal Public Works

Municipal Purchasing Dept

Municipal Utilities Agencies

Municipal Emergency Management Agency (EMA)

Municipal EMS

Municipal Law Enforcement

Municipal Public Information Officer

American Red Cross

MN Voluntary Organizations Active in Disaster (MNVOAD)

Salvation Army

County Incident Manager (CIM)

### **A. Purpose**

This Appendix provides information in support of ESF/Annex-10 activities in response and recovery actions resulting from actual or potential fire incidents involving High-Hazard Flammable Trains (HHFT).

## B. Scope

ESF/Annex-10 provides for a coordinated response to actual or potential hazardous materials incidents of all types. This Appendix is a supplement to ESF/Annex-10 specific to HHFT.

In the Final Rule issued in May, 2015, the US Department of Transportation defines a High-Hazard Flammable Train (HHFT) as "a train comprised of 20 or more loaded tank cars of a Class 3 flammable liquid in a continuous block or 35 or more loaded tank cars of a Class 3 flammable liquid across the entire train. For the purposes of advanced braking systems, this rule also defines a 'high-hazard flammable unit train' (HHFUT) as a train comprised of 70 or more loaded tank cars containing Class 3 flammable liquids traveling speeds at greater than 30 mph. The rule ensures that the requirements are closely aligned with the risks posed by the operation of trains that are transporting large quantities of flammable liquids."

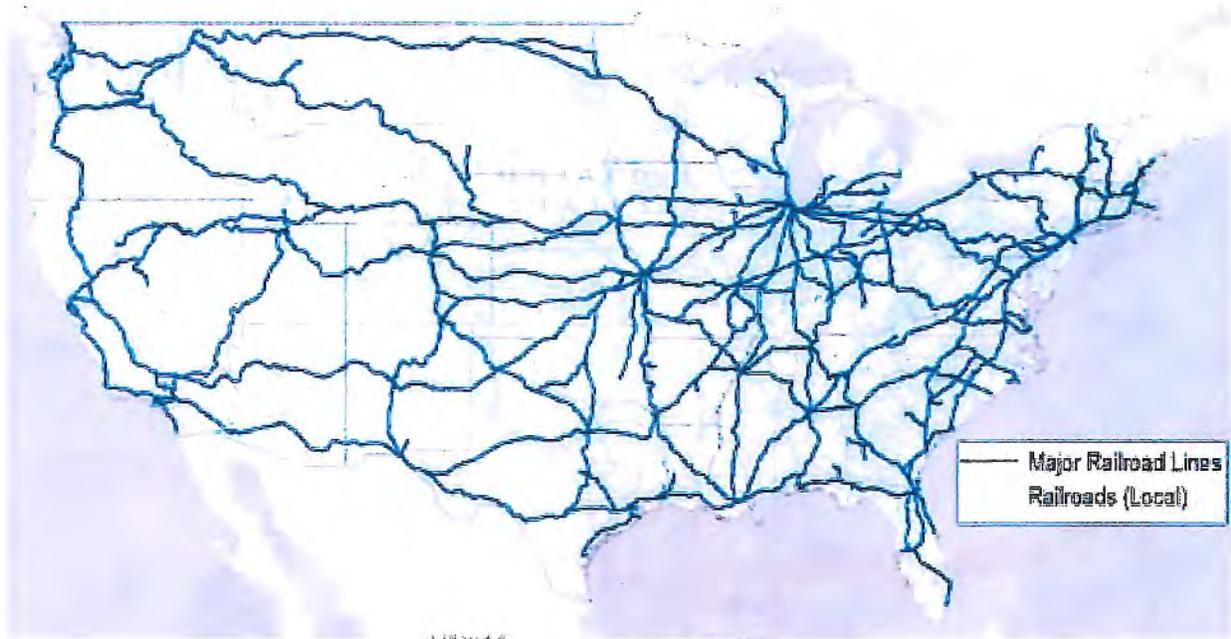
## C. Situation and Assumptions

Trains carrying Class 3 Flammable Liquids in the form of crude oil (specifically light crude originating in the Bakken Oil fields of North Dakota) traverse Ramsey County many times each day. The US DOT and the Federal Railroad Administration have identified Ramsey County as a High Threat Urban Area (HTUA). While new safety rules have been enacted as of May 2015, these trains do pose a clear and present danger to the county specifically due to our high population and high population density near existing railroad tracks used by HHFT. On average, six HHFT trains traverse Ramsey County each day.

### Situation

HHFT cross the Mississippi River in Ramsey County. In the event of a spill into the navigable waterway, we will contact the U.S. Coast Guard for assistance. This resource, as well as other federal resources, can be contacted through the **National Response Center (NRC)**

The BNSF Railway and Canadian Pacific Railway originate almost all crude oil shipments from North Dakota's Bakken oil field. The Fort Worth, Tex.-based BNSF (Burlington Northern Santa Fe) railroad transports 75 percent of all North Dakota-produced oil. Most historic railroad routes are centered around the Twin Cities. As a result, the Twin Cities acts as a major gateway for the transshipment of oil from North Dakota, and there are few other routes that would otherwise be alternatives.



Overall US Rail Infrastructure (Source: United States Department of Homeland Security, April, 2014)

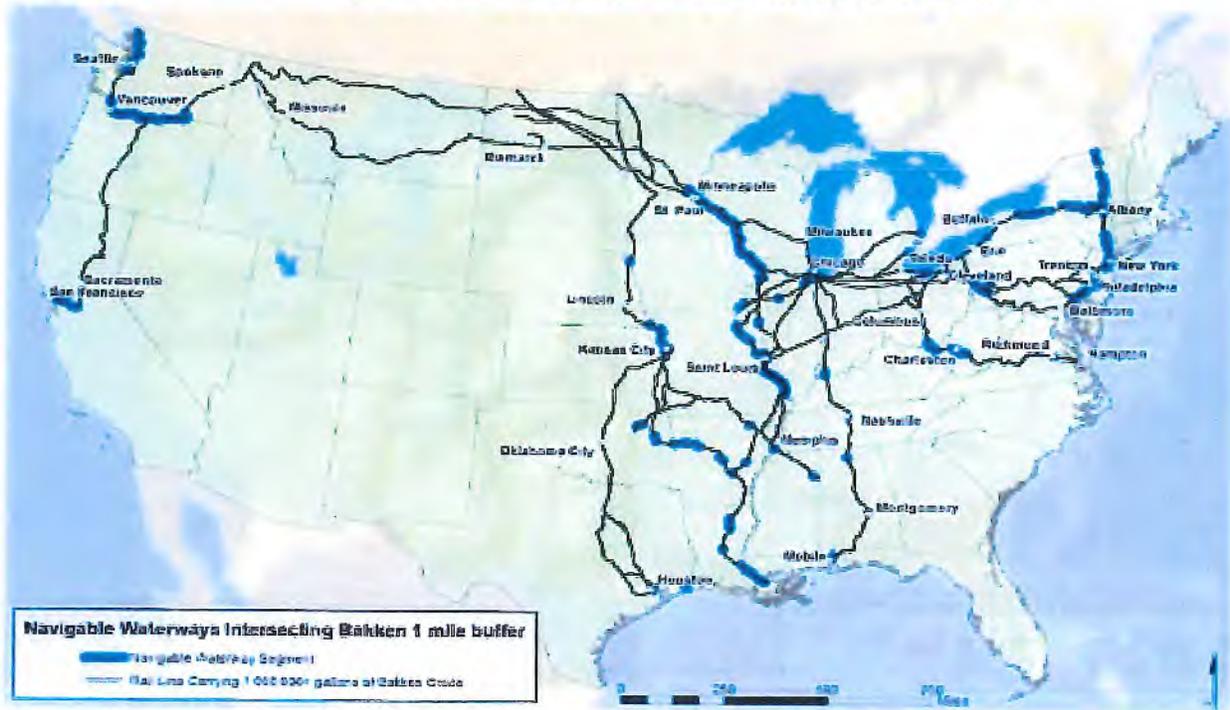


### Population Density within 1/2 Mile of Bakken Rail Line



Population Density near HHFT from North Dakota (Source: United States Department of Homeland Security, April, 2014)

## Navigable Waterways within ½ Mile of Bakken Rail Line



Navigable Waterways w/in HHFT Buffer Zone (Source: United States Department of Homeland Security, April, 2014)

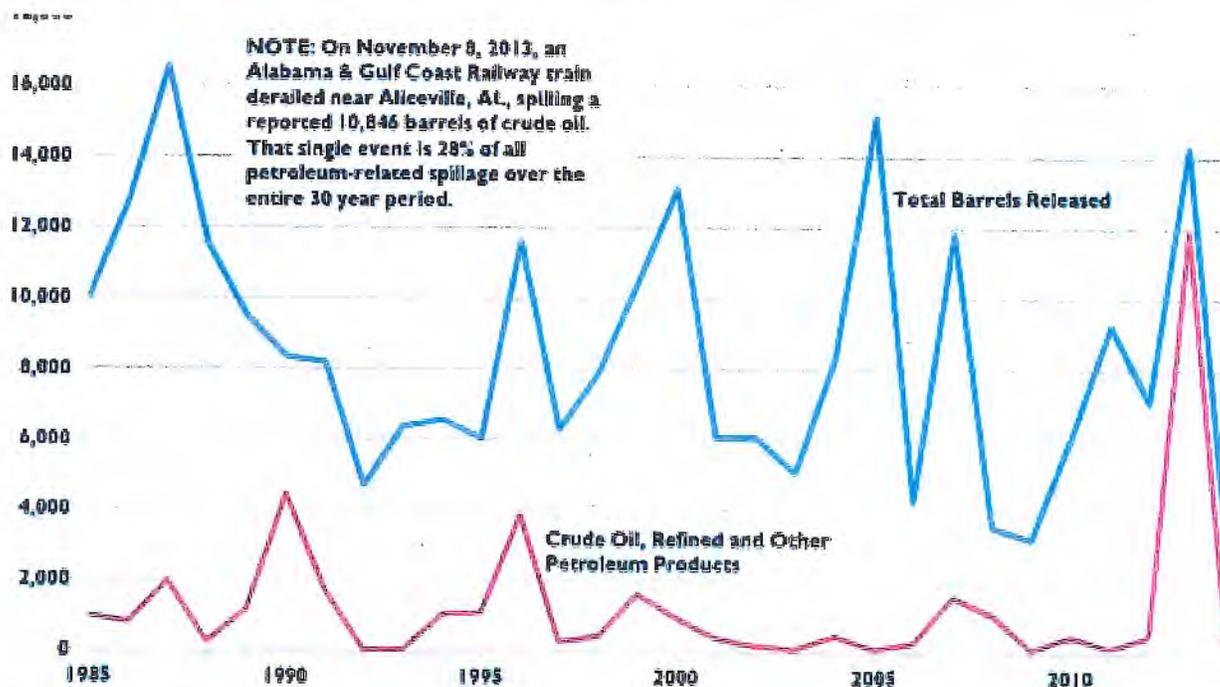
On average, seven oil-carrying trains pass through Minnesota daily, with as many as six through the Twin Cities. Each train carries 3.3 million gallons of oil among 110 loaded cars.

## Trains Moving 1M+ Gallons of Bakken per Week

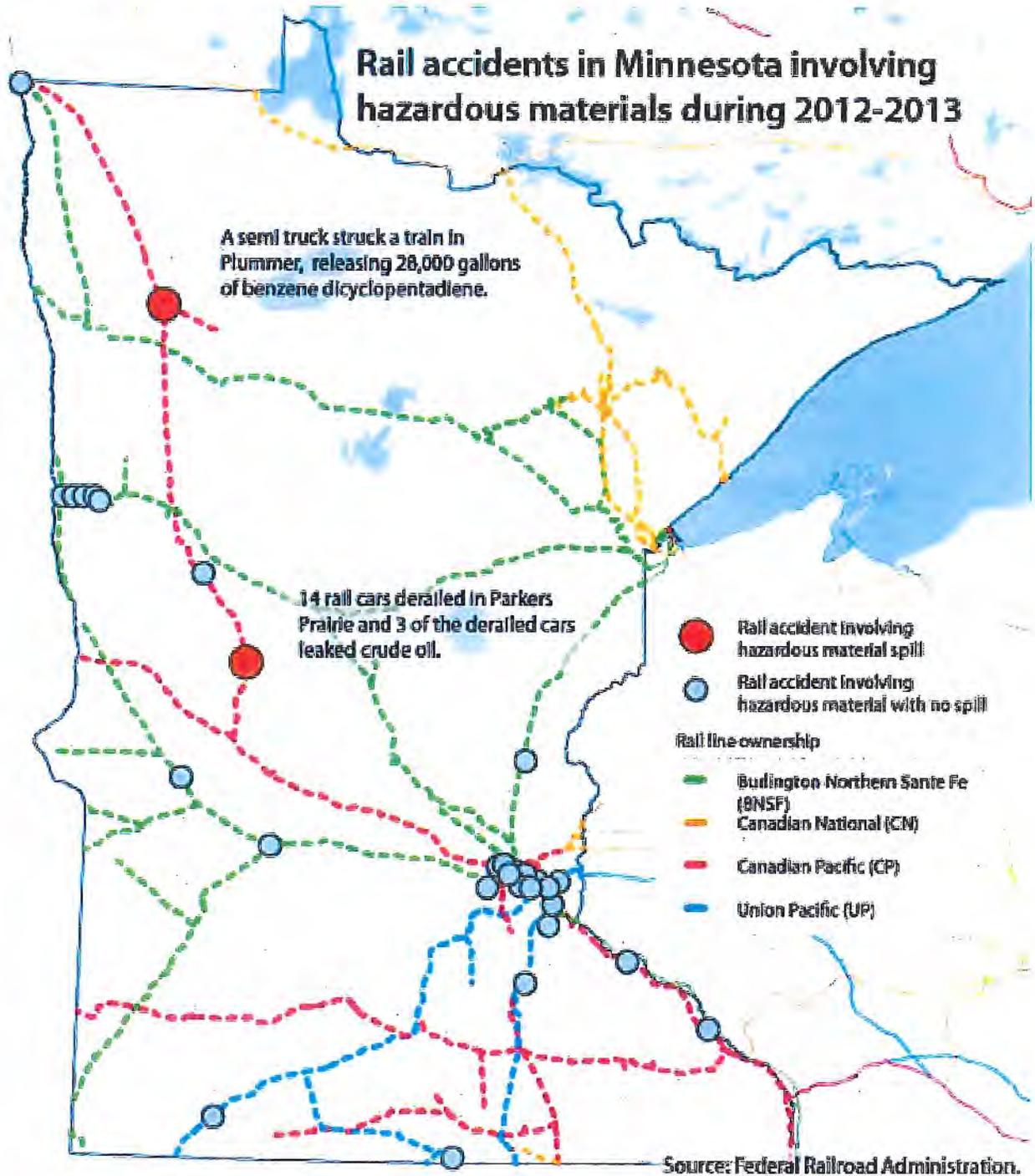


(Source: United States Department of Homeland Security, April, 2014)

HHFT accidents have decreased by 91 percent since 1980. However, a recent string of crude oil accidents have made the possible risks highly visible. The causes of the accidents have been different in each case and have included human error, equipment failure, and track problems. According to tests by the U.S. Department of Transportation, North Dakota crude has been found to be more volatile than originally thought. In May, 2015, the US DOT issued new rules regarding speed of HHFT, braking systems, and tank-car standards. These rules will phase in over the decade leading to 2025.



Petroleum crude oil is a light to dark colored liquid hydrocarbon containing flammable gasses. It is not a uniform substance and its physical and chemical properties may vary from oilfield to oilfield or within wells located in the same oilfield. They are often blended prior to shipment. Light, sweet crude oils often contain flammable gasses such as butane and propane. These gasses can readily ignite if released, when they come in contact with an ignition source such as may commonly occur when a train derailed. These crude oils may also contain hydrogen sulfide, a toxic inhalation hazard material, in the vapor space of the tank car.



Due to the characteristics of crude oil, in an accident scenario, the behavior of this product may range from that of gasoline for the lighter (sweet) crude oils to diesel fuel for the heavier (sour) crude oils. Releases may create vapor/air explosion-like

hazards indoors, in confined spaces, outdoors, or in sewers. Typically what has been seen in many of the incidents reported in the media is not technically an explosion. However the sudden and significant combustion of the concentrated gasses give off an impressive fireball and accompanying heat wave and we assume that many in the general public and media will report this as an explosion. Volatile vapors released from the spill area may create flammable atmospheres in confined areas. Some crude oil vapors may be heavier than air and accumulate in low areas, and travel some distance to a source of ignition and flash back. The more volatile materials in crude oil may be present in air in high concentrations creating an inhalation hazard. There is also the possibility that the crude oil may contain varying concentrations of benzene or hydrogen sulfide. Products of combustion may also include toxic constituents. When light crude oil combusts there is typically a rapidly expanding heat wave and fireball posing a substantial threat to persons or structures within approximately 1/2 mile in any direction.

### Assumptions

- First priority will be to ensure the safety of the public and responders.
- Public safety personnel will be willing and able to respond.
- There are several hazardous materials response resources within an hour of Ramsey County and we assume that at least one of these services will be able to respond.
- The primary concern is high-heat fire and very rapid combustion. While not usually explosive in technical terms, the heat wave from a combusting tank car will often behave in a fashion similar to explosion.
- Large numbers of people and structures are likely to be impacted by fire almost immediately.
- The fire in one or more cars poses a threat of release of additional material from other cars over time
- The heat and quantity of fire makes immediate extinguishment of the fire unlikely for some time. Initial firefighting activities will be concentrated on reducing the spread of fire
- There will be a delay in obtaining sufficient quantities of firefighting foam

## D. Concept of Operations

### Policies

All HazMat incidents require (MN Stat. Ch. 115e) that the responsible party notify the Minnesota State Duty Officer at. If in the opinion of the local Incident Commander (IC) or the EMHS Duty Officer there is any question as to whether or not this notification has been made (or if either party believes it is in the best interest of public safety) the IC or EMHS Duty Officer should also contact the State Duty officer regarding the incident. Most HazMat responses do not require coordination by EMHS, SPRCPH or other county agencies, and are undertaken by municipal fire departments and HazMat agencies consistent with their authorities.

At their core, incidents involving HHFT are Hazardous Materials (HazMat) incidents and fall under the operational control of ESF/Annex-10 agencies. However, as light crude oil is of particular concern to the residents of Ramsey County and are extremely flammable, the IC should consider a larger-than-normal response by local and county authorities in the spirit of this EOP emphasis on "Leaning Forward" in emergency response.

### General

#### **PRE-INCIDENT PLANNING AND PREPAREDNESS**

Public Safety entities in Ramsey County obtain listings of the hazardous commodities transported through the community via the Association of American Railroads (AAR) Circular No. OT-55 protocol. We have identified that large quantities of light crude shale oil are transported through Ramsey County on a daily basis. A copy of the latest version of AAR Circular OT-55 and other related hazardous materials reference materials can be downloaded at <http://www.boe.aar.com/boe-download.htm>.

Emergency responders and the general public can seek planning information and commodity-specific training at [www.TRANSCAER.com](http://www.TRANSCAER.com) and selecting a state or region to determine the designated contacts. The Minnesota Division of Homeland Security and Emergency Management (HSEM) serves as the State Emergency Response Commission (SERC) and the overarching Local Emergency Planning Committee (LEPC) in the state. Ramsey County EMHS convenes a county-centric LEPC (called the Emergency Management Council or "EMC") on a quarterly basis for planning input.

EMHS and local emergency responders have worked with the railroads on security and safety issues for several years, including monthly security meetings chaired by the Ramsey County Sheriff and several exercises and training sessions with Canadian Pacific and BNSF railroads.

The emergency contact numbers for the major (Class I) railroads are listed below:

Class I Railroad 24-hr Emergency Contact Numbers

Company	Emergency Telephone Number
BNSF Railway	REDACTED
Canadian National (CN) Railway	REDACTED
Canadian Pacific (CP) Railway	REDACTED
CSX Transportation	REDACTED
Kansas City Southern Rail Network	REDACTED
Norfolk Southern Railroad	REDACTED
Union Pacific Railroad	REDACTED

**INCIDENT COMMANDER INITIAL COURSES OF ACTION**

Each DOT-111 or CPC-1232 rail tank cars on HHFT are considered to hold a maximum of 30,000 gal of liquid when full, and 3,000 gal of liquid when empty.

For planning and response purposes, the isolation zone extends 1/2 mile (800m) in all directions from any tank car containing Class 3 flammable liquids involved in the accident. While there are many such liquids, the common planning concepts and scenarios revolve around so-called "light crude" or "shale" oil. In Ramsey County, the majority of HHFT carrying this material carry oil typically identified as "Bakken Crude" referring to the Bakken oil fields in North Dakota.

**PETROLEUM CRUDE OIL**

CAS NO. 8002-05-9  
UN 1267  
DOT Hazard Class: 3  
**FLAMMABLE LIQUID**  
ERG Guide No. 128

**HAZARD RATING = HIGH**

*DOT Hazard Classification and NFPA 704 - Standard System for the Identification of the Hazards of Materials for Emergency Response*

**SPECIFIC ACTIONS OF THE INCIDENT COMMANDER ARE NOT REPRODUCED IN THIS DOCUMENT FOR SECURITY REASONS.**

Early in the incident, the Incident Commander (IC) should carefully consider the need to evacuate an area 1/2 mile in all directions of the affected HHFT cars, and direct the development of a formal Incident Action Plan (IAP) in accordance with the National Incident Management System. The IC and the incident Safety Officer should continuously monitor the situation to determine the need for evacuation (or expansion of any evacuation).

EMHS Duty Officer should consider full notification of ESF/Annex-10 whenever an HHFT-related derailment or fire occurs as these incidents often require robust coordinated response.

The Municipal Emergency Manager should consider activation of the Municipal Emergency Operations Center.

When ESF/Annex-10 is activated, the Ramsey County Emergency Operations Plan (RCEOP) typically serves as the basis for actions taken in support of the affected jurisdiction(s). RCEOP structures and response mechanisms, discussed further below, remain in place when ESF #10 is activated in support of local response and recovery and in coordination with county, state, and federal mechanisms as described in the **Concept of Operations** section.

ESF/Annex-10 applies to all agencies with assigned emergency responsibilities as described in the RCEOP.

**PROCESS FOR NOTIFYING THE PUBLIC OF A RELEASE**

First response agencies have various capabilities for alerting the public. The primary methods include:

- Notification via broadcast media
- Emergency Alert System notification in conjunction with the National Weather Service and broadcast media
- Out-bound automatic dialing and messaging of community telephones based on geographic area
- World Wide Web Sites
- Facebook pages

- Use of Twitter (the Ramsey County Duty Officer uses the “tag” #RamseyCoEMHS)
- Physical notification door-to-door (which is often the most effective)
- Public Address via in-vehicle speakers

## **PROCEDURES FOR NOTIFICATION OF EMERGENCY RESPONSE AGENCIES**

The Ramsey County ECC will notify all emergency response agencies via radio, paging, phone, and text messages.

### **E. Response Agency Responsibilities**

#### **Incident Command**

All ESF/Annex-10 agencies utilize the Incident Command System for all HazMat responses. Unified Command is typically established within one-minute of arrival at the scene. The affected jurisdiction's Municipal Fire Department is the primary agency for HHFT incidents and will identify an Incident Commander; establish an on-scene command post, request additional assistance as needed, and establish a Unified Command structure.

Agencies and jurisdictions will be included in the Unified Command as required by the primary agency IC and will typically include (but not be limited to): Municipal HazMat team, Municipal Police; Ramsey County Sheriff's Office; State HazMat Team; State Chemical Assessment Team(s) (CAT); St. Paul Ramsey County Public Health; municipal and county Public Works; ESF-1 Transportation providers (as needed) Minnesota HSEM; Ramsey County EMHS. If the incident occurs on a river, the US Coast Guard may be part of the unified command along with the Ramsey County Sheriff's Office.

#### **Evacuation or Shelter-in-Place**

The IC will make the initial decisions regarding isolation zones and the need to evacuate or shelter-in-place. If the incident warrants response by CAT and/or state HazMat teams, the commander of the state team, working in unified command with the Incident Commander, may modify these decisions. It is likely that persons in a larger area need to be requested to evacuate or shelter in place.

#### **Remediation and Clean-Up**

Even before the situation is declared contained and under control, clean-up can begin. The Primary Agency will contact their emergency spill and clean up contractor

The clean-up contractor will operate in accordance with state and federal law to remediate the spill in an environmentally responsible manner.

### Reentry

Once the affected area has been remediated, and in consultation with agencies such as SPRCPH, the Minnesota and/or US EPA; the MPCA; or others, a decision to allow reentry will be made. The primary agency incident commander will make the final determination regarding reentry after consulting with subject matter experts.

### State HazMat Support

We anticipate that major HHFT incident is beyond the resources available to Ramsey County fire departments. Both the local North Suburban HazMat Team and the State HazMat team from the Saint Paul Fire Department (as well as other state hazmat assets) are available for assistance. The North Suburban HazMat Team can be directly requested by the IC via the Ramsey County ECC. The State HazMat team may be requested from the State of Minnesota. This request may be made through the State Duty Officer at Minnesota Department of Public Safety.

The Minnesota Pollution Control Agency (MPCA) can assist with remediation of HazMat releases, regulatory oversight and inspection; and expertise.

### Municipal Emergency Management Agencies

The Municipal Emergency Management Agency (EMA) acts as the coordinator for the various local emergency organizations and as the local liaison to Ramsey County.

- Participates in the development of training and exercise programs with the first response community.
- Upon the declaration of a local disaster, coordinates resources to support emergency response and recovery efforts.

### Municipal Public Information Officer (PIO)

Coordinates information flow and the release of timely and factual information to the public

### Municipal Public Works/County Public Works

Assists with planning, expertise, and equipment for large incidents

## **F. Resources**

Each Fire department maintains a current inventory of resources, including trained personnel, which could support these ESF operations.

NFPA 472: Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents, 2008 Edition

## **G. Administration and Support**

Requests for emergency assistance will be resolved at the lowest level direction and control facility with appropriate response resources capabilities. Unresolved assistance requests will normally flow upward from cities to the County, and/or field deployed command posts to responsible representatives in the State Emergency Operations Center (SEOC), and as required to other states or the federal government for assistance support.

### **Contracts, Agreements and Understandings**

All contracts, agreements and understandings entered into for the purchase, lease, or otherwise use of equipment and services, will be in accordance with the provision of laws and procedures.

### **Status Reports**

The primary agency will maintain status of all outstanding assistance requests and unresolved ESF/Annex-related issues. This information will be summarized into periodic status reports and submitted in accordance with applicable operating procedures.

### **Expenditures and Record Keeping**

Each agency is responsible for establishing administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for federal reimbursement in accordance with the established guidelines. The first source of funds for expenditures by agencies in response to an emergency, imminent disaster, or recovery from a catastrophic incident, is to be from funds the local jurisdiction.

### **After Action Reports**

Following the conclusion of any significant emergency event/incident, the primary agency representative will conduct an after action review of the group activities during the event/incident/exercise in concert with EMHS. Support agencies will

provide written and/or oral inputs for this critique and the primary agency representative will consolidate all inputs into a final report and submit it to the County Emergency Management Director.

## H. Glossary and References

**CAT:** Chemical Assessment Team

**CBRNE:** Chemical, Biological, Radiological, Nuclear and Explosives

**EAS:** Emergency Alert System

**EMS:** Emergency Medical Services

**EMHS:** Ramsey County Emergency Management and Homeland Security

**EPA:** Environmental Protection Agency

**HHFT:** High Hazard Flammable Trains (contain 20 or more cars of flammable material in sequence, or any combination with 35 or more flammable cars)

**HHFUT:** High Hazard Flammable Unit Trains (contain 110 flammable cars)

**HSEM:** Minnesota Homeland Security and Emergency Management

**IC:** Incident Commander

**ICS:** Incident Command System

**NIMS:** National Incident Management System

**MN-EPCRA:** Minnesota Emergency Planning Community Right to Access

**MPCA:** Minnesota Pollution Control Agency

**NIMS:** National Incident Management System

**SOP:** Standard Operating Procedure

**SPRCPH:** St. Paul Ramsey County Public Health

July 17, 2015

Comment on proposed vacation:

***Thank you Mayor & Councilmembers -***

***My name is Steve Galatowitsch....I reside in the neighborhood between Soo Street and Lake Wabasso consisting of 50+ homes.***

***Our collective concern and interest is in ANY proposals that would include an evacuation route out of the neighborhood in the event of a railroad catastrophe that would effectively block the use of Soo Street. Additionally, an evacuation route would also be critical for emergency vehicles to access all residents in this neighborhood.***

***Is there a viable evacuation route proposed that has included Grand Avenue residents in the new development on North Owasso Blvd. recently approved by the City ???***

***This, for many of us, has become a matter of great priority.***



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

## Evacuation routes and vacation of alleys

1 message

**Ronald Dixon** <sconce700@yahoo.com>

Sat, Jul 25, 2015 at 10:15 AM

Reply-To: Ronald Dixon <sconce700@yahoo.com>

To: TERRY SCHWERM <tschwerm@shoreviewmn.gov>

Cc: "kcastle@shoreviewmn.gov" <kcastle@shoreviewmn.gov>

Terry and Kathleen,

On July 13, 2013 an oil tanker train derailed in the town of Lac-Meganic, Quebec. This city of 6000 now endures the emotional scars of losing 47 people when the train exploded in the center of town. This is one example of numerous and recent train accidents and derailments that have occurred across Canada and the United States.

According to the Forest Ethics website, 25 million Americans live within a "blast zone" including 326,000 Minnesotans. Trains are now running longer and heavier and carrying more crude oil than ever before, many times on tracks that can be 100 years old. According to state inspectors, one in five railroad bridges are structurally deficient. The condition of the tracks themselves are also in question. Common sparks can ignite spills on the tracks or the side of tankers. If a derailment or accident occurred in our neighborhood along Soo Street, the effects of any explosion or spill could reach as far as covering the entire first lake of Lake Vadnais and half way across Lake Owasso. That is why I agree with Steve Galatowitsch of Grand Avenue. There should be a permanent means of emergency evacuation for residents in the Soo Street neighborhood. Those living on Grand, Center, Janice, and Cottage need to have an emergency exit route in case of a train incident or other disaster that may block Soo Street. The City of Shoreview should take pride in its accomplishments and the fact that we live in an advanced community with high standards and a high quality of life. Taking care of this evacuation problem is an important part of maintaining those standards. There is a certain level of anxiety for those of us living here every time a train whistles its horn and rumbles by. Here is a link that shows how another community is dealing with the same problem...[http://www.hammondstar.com/dead-end-road-risks-worry-councilmen/article\\_a181077b-366c-5668-adbf-5654e078618f.html](http://www.hammondstar.com/dead-end-road-risks-worry-councilmen/article_a181077b-366c-5668-adbf-5654e078618f.html)

In the next few years, I understand there will be road renewal and alterations going on in our area. I think the way Wabasso Avenue was originally laid out is the solution to the evacuation problem. Wabasso Avenue and the Center street extension would finally connect all the dead end streets and provide an evacuation route out of the area to the south and west, the way it was intended to be. The county might have to cooperate to make this happen and I will be contacting them also.

When the public works was located at 694 and Rice, we were among the first to have our streets plowed, now we are among the last. It is an annual problem trying to make it up the incline in the morning. Wabasso Avenue would finally give us a way to get to work on those snowy mornings instead of battling the hill to get out. In addition, Wabasso Avenue would finally bring a beautiful boulevard along the lake which has been a long time coming.

Now a word on those alleys. When I moved to 254 Cottage Place in 1974, there was a clear

public right of way, easement/alley that a car could drive on all the way from Cottage Place to Soo Street. Over the years, neighbors installed fences, shrubbery and allowed trees to grow wild. Slowly, the alley disappeared and became part of our yards. I am sure the City would love to get rid of those areas as a liability and cost savings for tree removal etc. In the process of vacating the easements, the new lot lines should reflect the exact borders of which each property owner has been maintaining. For example, I would lose ground in the back yard and gain ground on the side yard. Each neighbor should only be able to claim what they have been maintaining. Simply dividing the alley in half would not work.

We are excited to see the improvements on the horizon.

~Ron and Sheryl Dixon



## LAKE JOHANNA FIRE DEPARTMENT

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

March 19<sup>th</sup>, 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,

Rick Current  
Fire Marshal  
Lake Johanna Fire Department



Robert Warwick <n

---

## Zawadski Plat - Owasso Beach

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**Paige Ahlborg** <paige.ahlborg@rwmwd.org>  
To: Robert Warwick <rwarwick@shoreviewmn.gov>

I have no comments. Thanks!

Paige Ahlborg  
Watershed Project Manager  
Ramsey-Washington Metro Watershed District  
2665 Noel Drive  
Little Canada, MN 55117  
Office: (651)792-7964

Follow the District on [Twitter](#) & Like Us on [Facebook](#).



**From:** Robert Warwick [mailto:[rwarwick@shoreviewmn.gov](mailto:rwarwick@shoreviewmn.gov)]  
**Sent:** Thursday, August 06, 2015 3:33 PM  
**To:** Paige Ahlborg  
**Subject:** Zawadski Plat - Owasso Beach

[Quoted text hidden]

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

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.

**PROPOSED MOTIONS**

Moved by Council member \_\_\_\_\_

Seconded by Council member \_\_\_\_\_

To adopt proposed resolution #15-69 authorizing Issuance, awarding sale, prescribing the form and details and providing for the payment of \$10,000,000 general obligation bonds, Series 2015A.

ROLL CALL:	AYES	NAYS
Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Fred Espe  
Finance Director  
August 17, 2015  
Council Meeting

TO: Terry Schwerm, City Manager  
FROM: Fred Espe, Finance Director  
DATE: August 13, 2015  
RE: Award Sale of Bonds

### **Introduction**

Enclosed is the resolution authorizing the issuance, awarding the sale and prescribing the form and details and providing for the payment of the \$10,000,000 general obligation Bonds, Series 2015A.

### **AAA Bond Rating Confirmed**

On Wednesday August 5, City staff met with Standard & Poor's Ratings Services (S&P) (the City's rating agency) to obtain a rating on the \$10,000,000 general obligation bonds, Series 2015A. This week S&P confirmed the City's existing AAA bond rating, the highest bond rating awarded, which helps the City obtain lower interest rates on debt borrowing. The rating is a statement of confidence in the City's current financial stability and long-term fiscal planning. It is important to note that the bond rating process is repeated for each new debt issue.

The rating process is based on S&P's assessment of seven underlying factors and 43 possible qualitative and quantitative adjustments. City staff was given a list of questions covering the seven factors prior to meeting with S&P. Each factor is given a rating between one and five (one being most favorable). The factors are weighted as follows:

- Institutional framework 10%
- Economy 30%
- Management 20%
- Budgetary flexibility 10%
- Budgetary performance 10%
- Liquidity 10%
- Debt and contingent liabilities 10%

A copy of the rating letter will be distributed on Monday prior to the Council's action on the bond issue.

## Background on Proposed Debt Issuance

On July 13, 2015 the City Council authorized the sale of \$10,000,000 in general obligation bonds. The general obligation bonds will be issued in four components, as follows:

General Obligation Improvement Bonds	\$ 300,000
General Obligation Water Revenue Bonds	7,155,000
General Obligation Sewer Revenue Bonds	1,675,000
General Obligation Surface Water Revenue Bonds	<u>870,000</u>
Total Bonds	\$ 10,000,000

General Obligation Bonds will finance street and utility improvements:

- **Improvement Bonds**, in the amount of \$300,000, to finance the assessment portions of the following improvements:
  - Hanson/Oakridge/Nottingham Street Reconstruction
  - Turtle Lane/Schifsky Road Reconstruction
- **Water Revenue Bonds**, in the amount of \$7,155,000, to finance the water share of the following improvements:
  - Water Treatment Plant
  - Hanson/Oakridge/Nottingham Street Reconstruction
  - Turtle Lane/Schifsky Road Reconstruction
  - Lexington Avenue Watermain
  - SCADA System Upgrades
- **Sewer Revenue Bonds**, in the amount of \$1,675,000, to finance the sewer share of the following improvements:
  - Hanson/Oakridge/Nottingham Street Reconstruction
  - Turtle Lane/Schifsky Road Reconstruction
  - Sewer Rehabilitation
  - Schifsky Lift Station Controls
  - Highway 96 and Dale Lift Station
  - Lexington Avenue Sewer Repairs
  - SCADA System Upgrades
- **Surface Water Revenue Bonds**, in the amount of \$870,000, to finance the surface water share of the following improvements:
  - Lexington Avenue Reconstruction
  - Hanson/Oakridge/Nottingham Street Reconstruction
  - Turtle Lane/Schifsky Road Reconstruction
  - Shoreview Lake

The Improvement bonds will be repaid over ten years with maturities that match the timing of assessment receipts. The Water, Sewer and Surface Water bonds will be repaid over fifteen and twenty (Water Treatment Plant) years.

## **Legal Debt Limit**

Minnesota statutes limit the amount of debt a City may issue for general obligation purposes. Including issuance of the proposed debt, the City has used about 14.5% of the available debt limit, leaving 85.5% available. To put this into perspective, the legal debt limit of the City is \$83,342,436 (3% of estimated market value), as compared to \$12,085,000 of Shoreview debt applicable to the debt limit.

## **Recommendation**

Competitive bids will be taken at Springsted's office on Monday, August 17. The bids will be opened, analyzed, and a bid tabulation will be presented to the City Council that evening, along with a recommendation regarding the lowest bidder.

Staff recommends the adoption of the proposed resolutions, drafted by the City's bond attorney (Jennifer L. Hanson, Dorsey & Whitney LLP).

Attachments to this report include:

- Resolution #15-69 authorizing general obligation bonds
- Official statement covering the debt issues (advertising the sale to potential bond investors)

**CERTIFICATION OF MINUTES**

Municipality: The City of Shoreview, Minnesota

Governing Body: City Council

Meeting: A meeting of the City Council of the City of Shoreview was held on the 17<sup>th</sup> day of August at 7:00 p.m. at the City offices, 4600 Victoria Street North, Shoreview, Minnesota.

Members present:

Members absent:

Documents: Resolution No. 15-69 - Authorizing Issuance, Awarding Sale, Prescribing the Form and Details and Providing for the Payment of \$10,000,000 General Obligation Bonds, Series 2015A

Certification:

I, Terry Schwerm, City Manager of the City of Shoreview, Minnesota, do hereby certify the following:

Attached hereto is a true and correct copy of a resolution on file and of record in the offices of the City of Shoreview, Minnesota, which resolution was adopted by the Shoreview City Council, at the meeting referred to above. Said meeting was a regular meeting of the Shoreview City Council, was open to the public, and was held at the time at which meetings of the City Council are regularly held. Member \_\_\_\_\_ moved the adoption of the attached resolution. The motion for adoption of the attached resolution was seconded by Member \_\_\_\_\_. A vote being taken on the motion, the following voted in favor of the resolution:

\_\_\_\_\_ and the following voted against the resolution:

\_\_\_\_\_

Whereupon said resolution was declared duly passed and adopted by at least two-thirds of the members of the City Council. The attached resolution is in full force and effect and no action has been taken by the City Council of the City of Shoreview, Minnesota which would in any way alter or amend the attached resolution.

Witness my hand officially as the City Manager of the City of Shoreview, Minnesota this \_\_\_\_\_ day of August, 2015.

By \_\_\_\_\_ Its City Manager

It was reported that \_\_\_\_\_ proposals for the purchase of \$10,000,000 General Obligation Bonds, Series 2015A were received prior to 10:00 o'clock a.m., Central time, pursuant to the Official Statement distributed to potential purchasers of the Bonds by Springsted Incorporated, municipal advisors to the City. The proposals have been publicly opened, read and tabulated and were found to be as follows:

See Attached

RESOLUTION AUTHORIZING ISSUANCE, AWARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$10,000,000 GENERAL OBLIGATION BONDS, SERIES 2015A

BE IT RESOLVED by the City Council, City of Shoreview, Minnesota (the "City"), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. This City Council, by resolution duly adopted on July 13, 2015, authorized the issuance and sale of its \$10,000,000 General Obligation Bonds, Series 2015A (the "Bonds"), pursuant to Minnesota Statutes, Sections 444.075 and Chapters 429 and 475. The portion of the Bonds (\$\_\_\_\_\_) that is being issued pursuant to Minnesota Chapters 429 and 475 (the "Improvement Bonds") will be used to finance certain street improvement projects in the City (the "Improvement Projects"). The portion of the Bonds (\$\_\_\_\_\_) that is being issued pursuant to Minnesota Statutes, Section 444.075 and Chapter 475 (the "Utility Bonds") will be used to finance improvements (the "Utility Projects;" together with the Improvement Projects, the "Projects") to the municipal water and surface water systems (collectively, the "System"). Maturity schedules for the Improvement Bonds and the Utility Bonds are attached hereto.

1.02. Sale. Pursuant to the Terms of Proposal and the Official Statement prepared on behalf of the City by Springsted Incorporated, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The bids have been opened and publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_ (the "Purchaser") to purchase the Bonds at a price of \$\_\_\_\_\_ plus accrued interest, if any, on all Bonds to the date of issuance and delivery, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Manager are hereby authorized and directed on behalf of the City to execute a contract for the sale of the Bonds with the Purchaser in accordance with the Terms of Proposal. The good faith deposit of the Purchaser shall be retained and deposited by the City until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Bonds having been done, now existing, having happened and having been performed, it is now necessary for the Council to establish the form and terms of the Bonds, to provide security therefor and to issue the Bonds forthwith.

2.02. Maturities; Interest Rates; Denominations and Payment. The Bonds shall be originally dated as of the date of issuance thereof, shall be in the denomination of \$5,000 each, or any integral multiple thereof, of single maturities, shall mature on February 1 in the years and

amounts stated below, and shall bear interest from date of issue until paid or duly called for redemption, at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2017	\$ 365,000	%	2027	\$565,000	%
2018	495,000		2028	590,000	
2019	500,000		2029	595,000	
2020	510,000		2030	620,000	
2021	525,000		2031	635,000	
2022	530,000		2032	340,000	
2023	545,000		2033	350,000	
2024	560,000		2034	360,000	
2025	575,000		2035	375,000	
2026	580,000		2036	385,000	

[REVISE MATURITY SCHEDULE FOR ANY TERM BONDS]

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein, provided that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on February 1 and August 1 in each year, commencing August 1, 2016, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month immediately preceding the Interest Payment Date, whether or not such day is a business day. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

2.04. Redemption. Bonds maturing in 2025 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the bond depository in accordance with its customary procedures) in integral multiples of \$5,000, on February 1, 2024, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City Manager shall cause notice of the call for redemption thereof to be published if and as required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the Registrar and registered holders of any Bonds to be redeemed at their addresses as they appear on the Bond Register described in Section 2.06 hereof, provided that notice shall be given to any securities depository in accordance with its operational arrangements. No defect in or failure to give such

notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS-  
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing on February 1, 20\_\_\_\_ and 20\_\_\_\_ (the "Term Bonds") shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Registrar shall select for redemption, by lot or other manner deemed fair, on February 1 in each of the following years the following stated principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, 20\_\_\_\_\_.

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

The remaining \$\_\_\_\_\_ stated principal amount of such Bonds shall be paid at maturity on February 1, 20\_\_\_\_\_.

Notice of redemption shall be given as provided in the preceding paragraph.]

2.05. Appointment of Registrar. The City hereby appoints U.S. Bank National Association, in St. Paul, Minnesota, as the initial Bond registrar, transfer agent and paying agent (the "Registrar"). The Mayor and City Manager are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar, effective upon not less than

thirty days' written notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the Bond Register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a register (the "Bond Register") in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged. The term Holder or Bondholder as used herein shall mean the person (whether a natural person, corporation, association, partnership, trust, governmental unit, or other legal entity) in whose name a Bond is registered in the Bond Register.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the Holder thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or by an attorney duly authorized by the Holder in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. At the option of the Holder of any Bond in a denomination greater than \$5,000, such Bond may be exchanged for other Bonds of authorized denominations, of the same maturity and a like aggregate principal amount, upon surrender of the Bond to be exchanged at the office of the Registrar. Whenever any Bond is so surrendered for exchange the City shall execute and the Registrar shall authenticate and deliver the Bonds which the Bondholder making the exchange is entitled to receive.

(d) Cancellation. All Bonds surrendered for payment, transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the Bond Register as the absolute owner of the Bond, whether the Bond shall be overdue or not, for the purpose of receiving payment of or on account of, the principal of and interest on the Bond and for

all other purposes; and all payments made to or upon the order of such Holder shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds (except for an exchange upon a partial redemption of a Bond), the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Manager and shall be executed on behalf of the City by the signatures of the Mayor and the City Manager, provided that the signatures may be printed, engraved or lithographed facsimiles of the originals. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until the date of delivery of such Bond. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond, substantially in the form provided in Section 2.09, has been executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on any Bond shall be conclusive evidence that it has been duly authenticated and delivered under this Resolution. When the Bonds have been prepared, executed and

authenticated, the City Manager shall deliver them to the Purchaser upon payment of the purchase price in accordance with the contract of sale theretofore executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the Bond Register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest.

Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of physical certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, if not previously filed with DTC, by the Mayor or City Manager is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of physical certificates and the method of payment of principal of and interest on such Bonds in the form of physical certificates.

2.09. Form of Bonds. The Bonds shall be prepared in substantially the form found at Exhibit A attached hereto.

SECTION 3. USE OF PROCEEDS. There is hereby established on the official books and records of the City a General Obligation Bonds, Series 2015A Construction Fund (the "Construction Fund"). Within the Construction Fund are established the following accounts:

(a) Improvement Construction Account. The Improvement Construction Account shall be credited with (i) all special assessments collected with respect to the Improvement Projects until all costs of the Improvement Projects have been fully paid and with (ii) \$ \_\_\_\_\_ from the proceeds of the Improvement Bonds. To the extent required by Minnesota Statutes, Section 429.091, subdivision 4, the City shall maintain a separate subaccount within the Improvement Construction Account to record expenditures for each improvement. Every item of expense made for the Improvement Projects shall be deducted from the Improvement Construction Account to the extent paid from proceeds of the Improvement Bonds. The City Manager shall maintain the Improvement Construction Account until payment of all costs and expenses incurred in connection with the construction of the Improvement Projects have been paid.

(b) Utility Construction Account. The Utility Construction Account shall be credited with \$ \_\_\_\_\_ from the proceeds of the Utility Bonds, an amount equal to the estimated cost of the Utility Projects. The City Manager shall maintain the Utility Construction Account

until all costs and expenses incurred by the City in connection with the construction of the Utility Projects have been paid.

All funds on hand in the Construction Fund when terminated shall be credited to the Bond Fund described in Section 4 hereof, unless and except as such proceeds may be transferred to some other fund or account as to which the City has received from bond counsel an opinion that such other transfer is permitted by applicable laws and does not impair the exemption of interest on the Bonds from federal income taxes.

**SECTION 4. GENERAL OBLIGATION BONDS, SERIES 2015A BOND FUND.** So long as any of the Bonds are outstanding and any principal or interest thereon unpaid, the City Manager shall maintain on the official books and records of the City a separate fund designated as the General Obligation Bonds, Series 2015A Bond Fund (the "Bond Fund"). Into the Bond Fund shall be paid (a) the amounts specified in Section 3 above, (b) any amount in excess of the amounts credited to the Construction Fund as provided in Section 3 hereof received from the Purchaser upon delivery of the Bonds, (c) the special assessments and net revenues described in Sections 5 and 6 hereof; (d) any taxes collected pursuant to Section 7 hereof, and (e) any other funds appropriated by the City Council for the payment of the Bonds. The principal of and interest on the Bonds shall be payable from the Bond Fund, and the money on hand in the Bond Fund from time to time shall be used only to pay the principal of and interest on the Bonds. If the balance on hand in the Bond Fund is at any time insufficient to pay principal and interest then due on the Bonds, such amounts shall be paid from other money on hand in other funds of the City, which other funds shall be reimbursed therefor when sufficient money becomes available in the Bond Fund. The City Council also covenants and agrees that it will each year levy a sufficient amount of ad valorem taxes to pay any accumulated or anticipated deficiency, which levy is not subject to any constitutional or statutory limitation.

There are hereby established two accounts in the Bond Fund, designated as the "Debt Service Account" and the "Surplus Account." There shall initially be deposited into the Debt Service Account upon the issuance of the Bonds the amount set forth in (b) above. Thereafter, during each Bond Year (i.e., each twelve month period commencing on February 2 and ending on the following February 1), as monies are received into the Bond Fund, the City Manager shall first deposit such monies into the Debt Service Account until an amount has been appropriated thereto sufficient to pay all principal and interest due on the Bonds through the end of the Bond Year. All subsequent monies received in the Bond Fund during the Bond Year shall be appropriated to the Surplus Account. If at any time the amount on hand in the Debt Service Account is insufficient for the payment of principal and interest then due, the City Manager shall transfer to the Debt Service Account amounts on hand in the Surplus Account to the extent necessary to cure such deficiency. Investment earnings (and losses) on amounts from time to time held in the Debt Service Account and Surplus Account shall be credited or charged to said accounts.

**SECTION 5. SPECIAL ASSESSMENTS.** The City hereby covenants and agrees that, for the payment of the costs of the Improvement Projects, the City has done or will do and perform all acts and things necessary for the final and valid levy of special assessments in a principal amount not less than 20% of the cost of the Improvement Project financed by the Bonds. The City has levied or expects to levy special assessments in the principal amount of \$301,770. It is estimated

that the principal and interest on such special assessments will be levied beginning in 2015 and collected in the years 2016-2027 in the amounts shown on Exhibit B attached hereto. The principal of the assessments shall be made payable in annual installments, with interest as established by the City Council in accordance with law on unpaid installments thereof from time to time remaining unpaid. In the event any special assessment shall at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the City or by this City Council or by any of the officers or employees of the City, either in the making of such special assessment or in the performance of any condition precedent thereto, the City hereby covenants and agrees that it will forthwith do all such further things and take all such further proceedings as shall be required by law to make such special assessment a valid and binding lien upon said property.

**SECTION 6. PLEDGE OF NET REVENUES.** It is hereby found, determined and declared that the City owns and operates the System as a revenue-producing utility and convenience, and that the net operating revenues of the System, after deducting from the gross receipts derived from charges for the service, use and availability of the System the normal, current and reasonable expenses of operation and maintenance thereof, will be sufficient, together with any other pledged funds, for the payment when due of the principal of and interest on the Utility Bonds herein authorized, and on any other bonds to which such revenues are pledged.

Pursuant to Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the registered owners from time to time of the Bonds, that until the Bonds and the interest thereon are discharged as provided in Section 8 or paid in full, the City will impose and collect reasonable charges in accordance with said Section 444.075 for the service, use and availability of the System according to schedules sufficient to produce net revenues sufficient to pay the Utility Bonds and any other bonds to which said net revenues have been pledged, and the net revenues, to the extent necessary, are hereby irrevocably pledged and appropriated to the payment of the Utility Bonds herein authorized and interest thereon when due. Nothing herein shall preclude the City from hereafter making further pledges and appropriations of the net revenues of the System for payment of additional obligations of the City hereafter authorized if the Council determines before the authorization of such additional obligations that the estimated net revenues of the System will be sufficient, together with any other sources pledged to the payment of the outstanding and additional obligations, for payment of the outstanding bonds and such additional obligations. Such further pledges and appropriations of net revenues may be made superior or subordinate to or on a parity with, the pledge and appropriation herein made.

**SECTION 7. PLEDGE OF TAXING POWERS.** For the prompt and full payment of the principal of and interest on the Bonds as such payments respectively become due, the full faith, credit and unlimited taxing powers of the City shall be and are hereby irrevocably pledged. No upfront levy is currently expected with respect to the Bonds.

**SECTION 8. DEFEASANCE.** When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the Holders of the Bonds shall cease. The City may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with

interest accrued from the due date to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms by depositing with the Registrar on or before that date an amount equal to the principal, redemption premium, if any, and interest then due, provided that notice of such redemption has been duly given as provided herein. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with the Registrar or with a bank or trust company qualified by law to act as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited for such purpose, bearing interest payable at such times and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or, if notice of redemption as herein required has been irrevocably provided for, to an earlier designated redemption date. If such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the City must have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

#### SECTION 9. TAX COVENANTS; ARBITRAGE MATTERS AND CONTINUING DISCLOSURE.

9.01. General Tax Covenant. The City agrees with the registered owners from time to time of the Bonds that it will not take, or permit to be taken by any of its officers, employees or agents, any action that would cause interest on the Bonds to become includable in gross income of the recipient under the Internal Revenue Code of 1986, as amended (the "Code") and applicable Treasury Regulations (the "Regulations"), and agrees to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations. All proceeds of the Bonds deposited in the Construction Fund will be expended solely for the payment of the costs of the Projects. The Projects are and will be owned and maintained by the City and available for use by members of the general public on a substantially equal basis. The City shall not enter into any lease, management contract, use agreement, capacity agreement or other agreement with any non-governmental person relating to the use of the Projects, or any portion thereof, or security for the payment of the Bonds which might cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

9.02. Arbitrage Certification. The Mayor and City Manager being the officers of the City charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with Section 148 of the Code, and applicable Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and Regulations.

9.03. Arbitrage Rebate. The City acknowledges that the Bonds may be subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

9.04. Qualified Tax-Exempt Obligations. The City Council hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations (within the meaning of Section 265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2015 does not exceed \$10,000,000.

9.05. Reimbursement. The City certifies that the proceeds of the Bonds will not be used by the City to reimburse itself for any expenditure with respect to the Projects which the City paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations, provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Projects meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Projects as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Bonds.

9.06. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the

Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2015, the following financial information and operating data in respect of the City (the Disclosure Information):
  - (A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: "City Property Values;" "City Indebtedness;" and "City Tax Rates, Levies and Collections."

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA) or to the SEC. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such

replacement operations would be described in paragraph (2) hereof, then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events:
  - (A) Principal and interest payment delinquencies;
  - (B) Non-payment related defaults, if material;
  - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) Substitution of credit or liquidity providers, or their failure to perform;
  - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds;
  - (G) Modifications to rights of Bond holders, if material;
  - (H) Bond calls, if material, and tender offers;
  - (I) Defeasances;
  - (J) Release, substitution, or sale of property securing repayment of the Bonds, if material;
  - (K) Rating changes;
  - (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
  - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
  - (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
  - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
  - (C) the termination of the obligations of the City under this section pursuant to subsection (d);
  - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
  - (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange

Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

## SECTION 10. CERTIFICATION OF PROCEEDINGS.

10.01. Registration of Bonds. The City Manager is hereby authorized and directed to file a certified copy of this resolution with the County Auditor of Ramsey County, together with such additional information as is required, and to obtain a certificate that the Bonds and the taxes levied pursuant hereto have been duly entered upon the County Auditor's Bond register.

10.02. Authentication of Transcript. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the City as to the correctness of all statements contained therein.

10.03. Official Statement. The Official Statement relating to the Bonds, dated \_\_\_\_\_, 2015, prepared and distributed by Springsted Incorporated, the municipal advisor for the City, is hereby approved. Springsted Incorporated is hereby authorized on behalf of the City to prepare and deliver to the Purchaser within seven business days from the date hereof, a supplement to the Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the SEC under the Securities and Exchange Act of 1934. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

10.04. Effective Date. This resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED this 17<sup>th</sup> day of August, 2015.

THE CITY OF SHOREVIEW, MINNESOTA.

**EXHIBIT A**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY

CITY OF SHOREVIEW

GENERAL OBLIGATION BONDS, SERIES 2015A

R- \_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
____%	February 1, 20__	September 17, 2015	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

CITY OF SHOREVIEW, State of Minnesota (the "City") acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual interest rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2016 (each such date, an "Interest Payment Date"), all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month immediately preceding the Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank National Association, St. Paul, Minnesota, as Bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar") or other agreed-upon means of payment by the Registrar or its designated successor. For the prompt and full payment of such principal and interest as the same respectively come due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Bond is one of an issue (the "Bonds") in the aggregate principal amount of \$10,000,000 issued pursuant to a resolution adopted by the City Council on August 17, 2015 (the "Resolution"), to finance various street improvement projects in the City and improvements to the City's water and surface water systems (collectively, the "System"), and is issued by

authority of and in strict accordance with the provisions of the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Sections 444.075 and Chapters 429 and 475. For the full and prompt payment of the principal of and interest on the Bonds as the same become due, the full faith, credit and taxing power of the City have been and are hereby irrevocably pledged. The Bonds are issuable only in fully registered form, in the denomination of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing in 2025 and later years shall be subject to redemption and prepayment at the option of the City, in whole or in part, in such order of maturity dates as the City may select and, within a maturity, by lot as selected by the Registrar (or, if applicable, by the Bond depository in accordance with its customary procedures) in multiples of \$5,000, on February 1, 2024, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The City shall cause notice of the call for redemption thereof to be published if and to the extent required by law, and at least thirty (30) and not more than sixty (60) days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail (or, if applicable, provided in accordance with the operational arrangements of the securities depository), to the registered holders of any Bonds, at the holders' addresses as they appear on the Bond register maintained by the Bond Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

[COMPLETE THE FOLLOWING PROVISIONS IF THERE ARE TERM BONDS –  
ADD ADDITIONAL PROVISIONS IF THERE ARE MORE THAN TWO TERM BONDS]

[Bonds maturing in the years 20\_\_ and 20\_\_ shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

<u>Term Bonds Maturing in 20__</u>		<u>Term Bonds Maturing in 20__</u>	
<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>	<u>Sinking Fund</u> <u>Payment Date</u>	<u>Aggregate</u> <u>Principal Amount</u>
(final maturity)		(final maturity)	

Notice of redemption shall be given as provided in the preceding paragraph.]

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the designated transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date; subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to any such transfer or exchange.

The Bonds have been designated by the City as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment as herein provided and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the City.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that, prior to the issuance hereof, the City Council has by the Resolution covenanted and agreed to levy special assessments upon property specially benefited by the improvements financed with the Bonds and has agreed to collect and apply to payment of the Bonds certain net revenues of the System and ad valorem taxes levied on all taxable property in the City, which assessments, revenues and taxes are estimated to be collectible in years and amounts sufficient to produce sums not less than 5% in excess of the principal of and interest on the Bonds when due, and has appropriated such assessments, revenues and taxes to its General Obligation Bonds, Series 2015A Bond Fund for the payment of such principal and interest; that if necessary for the payment of such principal and interest, additional ad valorem taxes are required to be levied upon all taxable property in the City, without limitation as to rate or amount; that all proceedings relative to the projects financed by this Bond have been or will be taken according to law and that the issuance of this Bond, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and City Manager and has caused this Bond to be dated as of the date set forth below.

CITY OF SHOREVIEW, MINNESOTA

\_\_\_\_\_  
(facsimile signature – City Manager)

\_\_\_\_\_  
(facsimile signature – Mayor)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Registrar

By \_\_\_\_\_  
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM - as tenants in common	UTMA ..... as Custodian for .....
	(Cust) (Minor)
TEN ENT - as tenants by the entireties	under Uniform Transfers to Minors Act .....
	(State)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

\_\_\_\_\_

**EXHIBIT B**

Special Assessments with respect to the Improvement Projects

<u>Levy Years</u>	<u>Collection Years</u>	<u>Assessments</u>
2016	2017	
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	

Maturity Schedule—Improvement Bonds

<u>Date (February 1)</u>	<u>Principal</u>
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	

Maturity Schedule—Utility Bonds

<u>Date (February 1)</u>	<u>Principal (Water)</u>	<u>Principal (Surface Water)</u>
2017		
2018		
2019		
2020		
2021		
2022		

2023  
2024  
2025  
2026  
2027  
2028  
2029  
2030  
2031  
2032  
2033  
2034  
2035  
2036

RAMSEY COUNTY AUDITOR'S  
CERTIFICATE AS TO REGISTRATION AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Ramsey County, Minnesota, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on August 17, 2015, by the City Council of Shoreview, Minnesota, setting forth the form and details of an issue of \$10,000,000 General Obligation Bonds, Series 2015A dated the date of issuance thereof.

I further certify that the issue has been entered on my bond register as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Ramsey County Auditor

(SEAL)

PRELIMINARY OFFICIAL STATEMENT DATED JULY 28, 2015

NEW ISSUE  
BANK QUALIFIED

Standard & Poor’s Rating: Requested

In the opinion of Dorsey & Whitney LLP, Minneapolis, Minnesota, Bond Counsel, based on present federal and Minnesota laws, regulations, rulings and decisions, and assuming compliance with certain requirements of the Internal Revenue Code of 1986, as amended, (the “Code”), and certain covenants, interest to be paid on the Bonds is excluded from gross income for federal income tax purposes and from taxable net income of individuals, estates, and trusts for Minnesota income tax purposes, and is not an item of tax preference for federal or Minnesota alternative minimum tax purposes. Such interest is included in taxable income for purposes of the Minnesota franchise tax on corporations and financial institutions and in adjusted current earnings of corporations for federal alternative minimum tax purposes. The Bonds will be designated as “qualified tax-exempt Bonds” for purposes of Section 265(b)(3) of the Code. See “TAX EXEMPTION AND RELATED CONSIDERATIONS.”

**\$10,000,000\***

**City of Shoreview, Minnesota**

**General Obligation Improvement and Utility Revenue Bonds, Series 2015A  
(the “Bonds”)**

**(Book Entry Only)**

**Dated Date: Date of Delivery**

**Interest Due: Each February 1 and August 1,  
commencing August 1, 2016**

The Bonds will mature February 1 in the years and amounts\* as follows:

2017	\$365,000	2021	\$525,000	2025	\$575,000	2029	\$595,000	2033	\$350,000
2018	\$495,000	2022	\$530,000	2026	\$580,000	2030	\$620,000	2034	\$360,000
2019	\$500,000	2023	\$545,000	2027	\$565,000	2031	\$635,000	2035	\$375,000
2020	\$510,000	2024	\$560,000	2028	\$590,000	2032	\$340,000	2036	\$385,000

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above.

The City may elect on February 1, 2024, and on any day thereafter, to prepay Bonds due on or after February 1, 2025 at a price of par plus accrued interest.

The Bonds are general obligations of the City for which the City pledges its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties and net revenues of its water, sewer, and surface water utility funds for repayment of the Bonds. The proceeds will be used to finance various street and utility projects within the City.

Proposals shall be for not less than \$10,000,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Proposals shall specify rates in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Following receipt of proposals, a good faith deposit will be required to be delivered to the City by the lowest bidder as described in the “Terms of Proposal” herein. Award of the Bonds will be made on the basis of True Interest Cost (TIC).

The City will designate the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986.

The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book entry form only, in the principal amount of \$5,000 and integral multiples thereof. Investors will not receive physical certificates representing their interest in the Bonds purchased. (See “Book Entry System” herein.) U.S. Bank National Association, St. Paul, Minnesota will serve as registrar (the “Registrar”) for the Bonds. The Bonds will be available for delivery at DTC on or about September 17, 2015.

**PROPOSALS RECEIVED: August 17, 2015 (Monday) until 10:00 A.M., Central Time**

**AWARD: August 17, 2015 (Monday) at 7:00 P.M., Central Time**



Further information may be obtained from SPRINGSTED Incorporated, Municipal Advisor to the City, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101-2887 (651) 223-3000.

\* Preliminary; subject to change.

The information contained in this Preliminary Official Statement is deemed by the City to be final as of the date hereof; however, the pricing and underwriting information is subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

# **CITY OF SHOREVIEW, MINNESOTA**

## **CITY COUNCIL**

Sandra C. Martin	Mayor
Emy Johnson	Councilmember
Terry Quigley	Councilmember
Ady Wickstrom	Councilmember
Cory Springhorn	Councilmember

## **CITY MANAGER**

Terry Schwerm

## **FINANCE DIRECTOR/TREASURER**

Fred Espe

## **MUNICIPAL ADVISOR**

Springsted Incorporated  
St. Paul, Minnesota

## **BOND COUNSEL**

Dorsey & Whitney, LLP  
Minneapolis, Minnesota

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the City from time to time, may be treated as a Preliminary Official Statement with respect to the Bonds described herein that is deemed final as of the date hereof (or of any such supplement or correction) by the City.

By awarding the Bonds to any underwriter or underwriting syndicate submitting a Proposal therefor, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded copies of the Final Official Statement in the amount specified in the Terms of Proposal.

No dealer, broker, salesman or other person has been authorized by the City to give any information or to make any representations with respect to the Bonds, other than as contained in the Preliminary Official Statement or the Final Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City.

Certain information contained in the Preliminary Official Statement or the Final Official Statement may have been obtained from sources other than records of the City and, while believed to be reliable, is not guaranteed as to completeness or accuracy. THE INFORMATION AND EXPRESSIONS OF OPINION IN THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE PRELIMINARY OFFICIAL STATEMENT NOR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE RESPECTIVE DATE THEREOF.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Preliminary Official Statement or the Final Official Statement, they will be furnished upon request.

Any CUSIP numbers for the Bonds included in the Final Official Statement are provided for convenience of the owners and prospective investors. The CUSIP numbers for the Bonds are assigned by an organization unaffiliated with the City. The City is not responsible for the selection of the CUSIP numbers and makes no representation as to the accuracy thereof as printed on the Bonds or as set forth in the Final Official Statement. No assurance can be given by the City that the CUSIP numbers for the Bonds will remain the same after the delivery of the Final Official Statement or the date of issuance and delivery of the Bonds.

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**THE CITY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:**

**TERMS OF PROPOSAL**

**\$10,000,000\***

**CITY OF SHOREVIEW, MINNESOTA**

**GENERAL OBLIGATION IMPROVEMENT AND  
UTILITY REVENUE BONDS, SERIES 2015A**

**(BOOK ENTRY ONLY)**

Proposals for the Bonds will be received on Monday, August 17, 2015, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the City Council at 7:00 P.M., Central Time, of the same day.

**SUBMISSION OF PROPOSALS**

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

**OR**

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY<sup>®</sup>. For purposes of the electronic bidding process, the time as maintained by PARITY<sup>®</sup> shall constitute the official time with respect to all proposals submitted to PARITY<sup>®</sup>. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY<sup>®</sup> for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of proposal.* Neither the City, its agents nor PARITY<sup>®</sup> shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY<sup>®</sup> shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY<sup>®</sup>. The City is using the services of PARITY<sup>®</sup> solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY<sup>®</sup> is not an agent of the City.

If any provisions of this Terms of proposal conflict with information provided by PARITY<sup>®</sup>, this Terms of proposal shall control. Further information about PARITY<sup>®</sup>, including any fee charged, may be obtained from:

PARITY<sup>®</sup>, 1359 Broadway, 2<sup>nd</sup> Floor, New York, New York 10018  
Customer Support: (212) 849-5000

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\* Preliminary; subject to change.

## DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2016. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts\* as follows:

2017	\$365,000	2021	\$525,000	2025	\$575,000	2029	\$595,000	2033	\$350,000
2018	\$495,000	2022	\$530,000	2026	\$580,000	2030	\$620,000	2034	\$360,000
2019	\$500,000	2023	\$545,000	2027	\$565,000	2031	\$635,000	2035	\$375,000
2020	\$510,000	2024	\$560,000	2028	\$590,000	2032	\$340,000	2036	\$385,000

\* *The City reserves the right, after proposals are opened and prior to award, to reduce the principal amount of the Bonds or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread is the differential between the price paid to the City for the new issue and the prices at which the securities are initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

## BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

## REGISTRAR

The City will name the registrar which shall be subject to applicable SEC regulations. The City will pay for the services of the registrar.

## OPTIONAL REDEMPTION

The City may elect on February 1, 2024, and on any day thereafter, to prepay Bonds due on or after February 1, 2025. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

## SECURITY AND PURPOSE

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties and net revenues of its water, sewer, and surface water utility funds. The proceeds will be used to finance various street and utility projects within the City.

## BIDDING PARAMETERS

Proposals shall be for not less than \$10,000,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the City scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

## GOOD FAITH DEPOSIT

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the City in the amount of \$100,000 (the "Deposit") no later than 1:00 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the City; or (ii) a wire transfer. The lowest bidder shall be solely responsible for the timely delivery of their Deposit whether by check or wire transfer. Neither the City nor Springsted Incorporated have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

*Certified or Cashier's Check.* A Deposit made by certified or cashier's check will be considered timely delivered to the City if it is made payable to the City and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

*Wire Transfer.* A Deposit made by wire will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the "purchaser") will be retained by the City and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

## AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

## CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

## SETTLEMENT

On or about September 17, 2015, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Dorsey & Whitney LLP of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the City, or its agents, the purchaser shall be liable to the City for any loss suffered by the City by reason of the purchaser's non-compliance with said terms for payment.

## CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

## OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to an underwriter or underwriting syndicate, the City agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Bonds are awarded up to 25 copies of the Final Official Statement. The City designates the Underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Such Underwriter agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated July 13, 2015

BY ORDER OF THE CITY COUNCIL

/s/ Terry Schwerm  
City Manager

## OFFICIAL STATEMENT

**\$10,000,000\***

**CITY OF SHOREVIEW, MINNESOTA  
GENERAL OBLIGATION IMPROVEMENT  
AND UTILITY REVENUE BONDS, SERIES 2015A**

**(BOOK ENTRY ONLY)**

### INTRODUCTORY STATEMENT

This Official Statement contains certain information relating to the City of Shoreview, Minnesota (the “City”) and its issuance of \$10,000,000\* General Obligation Improvement and Utility Revenue Bonds, Series 2015A (the “Bonds”). The Bonds will be general obligations of the City for which the City pledges its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge special assessments against benefited properties and net revenues of its water, sewer, and surface water utility funds.

Inquiries may be directed to Mr. Fred Espe, Finance Director/Treasurer, City of Shoreview, 4600 North Victoria Street, Shoreview, Minnesota 55126, by telephoning (651) 490-4600, or by emailing [fespe@shoreviewmn.gov](mailto:fespe@shoreviewmn.gov). Inquiries may also be made to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101-2887, by telephoning (651) 223-3000, or by emailing [bond\\_services@springsted.com](mailto:bond_services@springsted.com). If information of a specific legal nature is desired, requests may be directed to Ms. Jennifer Hanson, Dorsey & Whitney LLP, 50 South Sixth Street, 15<sup>th</sup> Floor, Minneapolis, Minnesota 55402, Bond Counsel, by telephoning (612) 492-6959, or by emailing [hanson.jennifer@dorsey.com](mailto:hanson.jennifer@dorsey.com).

### CONTINUING DISCLOSURE

In order to permit bidders for the Bonds and other participating underwriters in the primary offering of the Bonds to comply with paragraph h (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, in the Resolution, to provide annual reports of specified information and notice of the occurrence of certain events, if material, as hereinafter described (the “Disclosure Covenants”). The information to be provided on an annual basis, the events as to which notice is to be given, if material, and a summary of other provisions of the Disclosure Covenants, including termination, amendment and remedies, are set forth in Appendix II to this Official Statement.

To the best of its knowledge, the City has complied for the past five years in all material respects with all previous undertakings entered into pursuant to the Rule. A failure by the City to comply with the Undertaking will not constitute an event of default on the Bonds (although holders will have any available remedy at law or in equity). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

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\* *Preliminary; subject to change.*

## THE BONDS

### **General Description**

The Bonds are dated as of the date of delivery and will mature annually on February 1 as set forth on the front cover of this Official Statement. The Bonds are issued in book entry form. Interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2016. Interest will be payable to the holder (initially Cede & Co.) registered on the books of the Registrar as of the fifteenth day of the calendar month next preceding such interest payment date. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Principal of and interest on the Bonds will be paid as described in the section herein entitled “Book Entry System.” U.S. Bank National Association, St. Paul, Minnesota will serve as Registrar for the Bonds, and the City will pay for registrar services.

### **Redemption Provisions**

Thirty days’ written notice of redemption shall be given to the registered owner(s) of the Bonds. Failure to give such written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

### Optional Redemption

The City may elect on February 1, 2024, and on any day thereafter, to prepay Bonds due on or after February 1, 2025. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all the Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

### **Book Entry System**

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation all of which are registered clearing agencies.

DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or its agent on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may

be requested by an authorized representative of DTC) is the responsibility of the City or its agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to City or its agent. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

**AUTHORITY AND PURPOSE**

The Bonds are being issued pursuant to Minnesota Statutes, Chapters 429, 444, and 475. The proceeds of the Bonds will be used to finance various street and utility projects within the City.

**SOURCES AND USES OF FUNDS**

For purposes of this Official Statement, the composition of the Bonds has been broken out by the source of payment for each portion of the Bonds. The Bonds consist of:

- the portion of the Bonds being pledged by special assessments (the “Improvement Portion”); and
- the portion of the Bonds being pledged by net revenues from the City’s water, sewer, and surface water utility funds (the “Utility Portion”).

The composition of the Bonds is estimated to be as follows:

	<u>Improvement Portion</u>	<u>Utility Portion</u>	<u>Total</u>
<b>Sources of Funds:</b>			
Principal Amount	\$300,000	\$9,700,000	\$10,000,000
Estimated Reoffering Premium	<u>8,053</u>	<u>208,232</u>	<u>216,285</u>
Total Sources of Funds	\$308,053	\$9,908,232	\$10,216,285
<b>Uses of Funds:</b>			
Deposit to Project Funds	\$301,770	\$9,725,410	\$10,027,180
Estimated Underwriter’s Compensation	3,600	116,400	120,000
Costs of Issuance	<u>2,683</u>	<u>66,422</u>	<u>69,105</u>
Total Uses of Funds	\$308,053	\$9,908,232	\$10,216,285

## **SECURITY AND FINANCING**

The Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. Additional Sources of security for the Bonds are described below:

### Improvement Portion

The City pledges special assessments against benefited properties for repayment of the Improvement Portion of the Bonds. Special assessments in the total principal amount of approximately \$301,770 are expected to be filed in over the next two years. Approximately \$148,890 are expected to be filed in 2015 for first collection in 2016 and approximately \$152,880 is expected to be filed in 2016 for first collection in 2017. Assessments will be filed over a term of ten years with level annual payments of principal and interest. Interest on the unpaid balance will be charged at an interest rate estimated to be 3.694%. The City does not anticipate the need to levy taxes for repayment of the Improvement Portion of the Bonds.

### Utility Portion

Pursuant to Minnesota Statutes, Chapter 444, and the resolution awarding the sale of the Bonds, the City will covenant to impose and collect charges for the service, use, availability and connection to the water, sewer, and surface water utilities to produce net revenues in amounts sufficient to support the operation of the water, sewer, and surface water utilities and to pay 105% of debt service on bonds to which it has pledged its utility revenues, including the Utility Portion of the Bonds. The City is required to annually review the budget of the utilities to determine whether current rates and charges are sufficient and to adjust such rates and charges as necessary.

The City does not anticipate the need to levy taxes for repayment of the Utility Portion of the Bonds.

## **FUTURE FINANCING**

The City does not anticipate issuing any additional long-term general obligation debt within the next 90 days.

## **LITIGATION**

The City is not aware of any threatened or pending litigation affecting the validity of the Bonds or the City's ability to meet its financial obligations.

## **LEGALITY**

The Bonds are subject to approval as to certain matters by Dorsey & Whitney LLP of Minneapolis, Minnesota, as Bond Counsel. Bond counsel has not participated in the preparation of this Official Statement, except for guidance concerning the following section, "TAX EXEMPTION AND RELATED CONSIDERATIONS," and will not pass upon its accuracy, completeness, or sufficiency. Bond Counsel has not examined nor attempted to examine or verify, any of the financial or statistical statements, or data contained in this Official Statement and will express no opinion with respect thereto. A legal opinion in substantially the form set out as Appendix I to this Official Statement will be delivered at closing.

## **TAX EXEMPTION AND RELATED CONSIDERATIONS**

The following discussion is not intended to be an exhaustive discussion of collateral tax consequences arising from ownership or disposition of the Bonds or receipt of interest on the Bonds. Prospective purchasers should consult their tax advisors with respect to collateral tax consequences, including, without limitation, the determination of gain or loss on the sale of a Bond, the calculation of alternative minimum tax liability, the inclusion of Social Security or other retirement payments in taxable income, the disallowance of deductions for certain expenses attributable to the Bonds, and applicable state and local tax rules in states other than Minnesota. The form of the approving opinion of Dorsey & Whitney LLP, Bond Counsel, is attached as Appendix I hereto.

### **Tax Exemption**

It is the opinion of Dorsey & Whitney LLP, Minneapolis, Minnesota, Bond Counsel, based on present federal and Minnesota laws, regulations, rulings and decisions, and on certifications to be furnished at closing, and assuming compliance by the City with certain covenants (“Tax Covenants”), that interest to be paid on the Bonds is excluded from gross income for federal income tax purposes and from taxable net income of individuals, estates, and trusts for Minnesota income tax purposes. Such interest is, however, included in taxable income for purposes of the Minnesota franchise tax on corporations and financial institutions.

Certain provisions of the Internal Revenue Code of 1986, as amended (the “Code”), however, impose continuing requirements that must be met after the issuance of the Bonds in order that interest on the Bonds be and remain excludable from federal gross income and from Minnesota taxable net income of individuals, estates, and trusts. These requirements include, but are not limited to, provisions regarding the use of Bond proceeds and the facilities financed or refinanced with such proceeds; restrictions on the investment of Bond proceeds and other amounts; and provisions requiring that certain investment earnings be rebated periodically to the federal government. Noncompliance with such requirements of the Code may cause interest on the Bonds to be includable in federal gross income or in Minnesota taxable net income retroactively to their date of issue. Compliance with the Tax Covenants will satisfy the current requirements of the Code with respect to exclusion of interest on the Bonds from federal gross income and from Minnesota taxable net income of individuals, estates, and trusts. No provision has been made for redemption of or for an increase in the interest rate on the Bonds in the event that interest on the same becomes includable in federal gross income or in Minnesota taxable net income.

### **Qualified Tax-Exempt Bonds**

The Bonds will be designated as “qualified tax-exempt Bonds” for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to carrying and acquiring tax-exempt Bonds.

### **[Original Issue Discount**

Certain maturities of the Bonds may be issued at a discount from the principal amount payable on such Bonds at maturity (collectively, the “Discount Bonds”). The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Code is excluded from federal gross income and from Minnesota taxable net income of individuals, estates, and trusts to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner’s federal and Minnesota tax basis in determining gain or loss upon disposition

of such Discount Bond (whether by sale, exchange, redemption or payment at maturity). Original issue discount is taxable under the Minnesota franchise tax on corporations and financial institutions.

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

If a Discount Bond is purchased for a cost that exceeds the sum of the Issue Price plus accrued interest and accrued original issue discount, the amount of original issue discount that is deemed to accrue thereafter to the purchaser is reduced by an amount that reflects amortization of such excess over the remaining term of such Bond. If such excess is greater than the amount of remaining original issue discount, the basis reduction rules in the Code for amortizable bond premium might result in taxable gain upon sale, redemption or maturity of the Bonds, even if the Bonds are sold, redeemed or retired for an amount equal to or less than their cost.

Except for the Minnesota rules described above, no opinion is expressed as to state and local income tax treatment of original issue discount. It is possible under certain state and local income tax laws that original issue discount on a Discount Bond may be taxable in the year of accrual, and may be deemed to accrue differently than under federal law.

Holders of Discount Bonds should consult their tax advisors with respect to the computation and accrual of original issue discount and with respect to the other federal, state and local tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.]

### **[Bond Premium**

Certain maturities of the Bonds may be issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire Bonds at a premium, even Bonds that were not initially offered at a premium, must, from time to time, reduce their federal and Minnesota tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal and Minnesota income and franchise tax purposes on the basis of a Bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Accordingly, Bondholders who acquire Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal or Minnesota income tax purposes. Bondholders who acquire Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling Bonds acquired at a premium.]

### **Related Tax Considerations**

Interest on the Bonds is not an item of tax preference for federal or Minnesota alternative minimum tax purposes, but is included in adjusted current earnings of corporations for purposes of the federal alternative minimum tax. Section 86 of the Code and corresponding provisions of Minnesota law require recipients of certain Social Security and railroad retirement benefits to take interest on the Bonds into account in determining the taxability of such benefits. Passive investment income, including interest on

the Bonds, may be subject to taxation under section 1375 of the Code, and corresponding provisions of Minnesota law, for an S corporation that has accumulated earnings and profits at the close of the taxable year, if more than 25 percent of its gross receipts is passive investment income. Section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the Bonds, and Minnesota law similarly denies a deduction for such interest in the case of individuals, estates, and trusts. Indebtedness may be allocated to the Bonds for this purpose even though not directly traceable to the purchase of the Bonds. Federal and Minnesota laws also restrict the deductibility of other expenses allocable to the Bonds. [Because of the basis reduction rules in the Code for amortizable Bond premium, Bondholders who acquire Bonds at a premium might recognize taxable gain upon sale of the Bonds even if the Bonds are sold for an amount equal to or less than their original cost.] In the case of an insurance company subject to the tax imposed by section 831 of the Code, the amount which otherwise would be taken into account as losses incurred under section 832(b)(5) of the Code must be reduced by an amount equal to 15 percent of the interest on the Bonds that is received or accrued during the taxable year. Interest on the Bonds may be included in the income of a foreign corporation for purposes of the branch profits tax imposed by section 884 of the Code, and is included in net investment income of foreign insurance companies under section 842(b) of the Code.

### **Proposed Changes in Federal and State Tax Law**

From time to time, there are Presidential proposals, proposals of various federal committees and legislative proposals in Congress and in the state that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. For example, both President Obama and the Chairman of the Committee on Ways and Means of the U.S. House of Representatives have proposed legislation that effectively would impose a partial tax on otherwise tax exempt interest for certain higher income taxpayers. In addition, regulatory and administrative actions may from time to time be announced that could adversely affect the market value, marketability or tax status of the Bonds.

No prediction is made concerning future events. The opinions expressed by Bond Counsel in connection with the issuance of the Bonds are based upon existing law only. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory actions or litigation.

THE FOREGOING IS NOT INTENDED TO BE AN EXHAUSTIVE DISCUSSION OF COLLATERAL TAX CONSEQUENCES ARISING FROM OWNERSHIP OR DISPOSITION OF THE BONDS OR RECEIPT OF INTEREST ON THE BONDS. PROSPECTIVE PURCHASERS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF, OR TAX CONSIDERATIONS FOR, PURCHASING OR HOLDING THE BONDS.

### **QUALIFIED TAX-EXEMPT OBLIGATIONS**

The City will designate the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

## **RATING**

Application for a rating of the Bonds has been made to Standard & Poor's Ratings Services ("Standard & Poor's"), 55 Water Street, New York, New York. If a rating is assigned, it will reflect only the opinion of Standard & Poor's. Any explanation of the significance of the rating may be obtained only from Standard & Poor's.

There is no assurance that the rating, if assigned, will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Standard & Poor's, circumstances so warrant. A revision, suspension or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

## **MUNICIPAL ADVISOR**

The City has retained Springsted Incorporated, Public Sector Advisors, of St. Paul, Minnesota ("Springsted"), as municipal advisor in connection with certain aspects of the issuance of the Bonds. In preparing this Official Statement, Springsted has relied upon governmental officials, and other sources, who have access to relevant data to provide accurate information for this Official Statement, and Springsted has not been engaged, nor has it undertaken, to independently verify the accuracy of such information. Springsted is not a public accounting firm and has not been engaged by the City to compile, review, examine or audit any information in this Official Statement in accordance with accounting standards. Springsted is an independent advisory firm, registered as a municipal advisor, and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

## **CERTIFICATION**

The City has authorized the distribution of the Preliminary Official Statement for use in connection with the initial sale of the Bonds and a Final Official Statement following award of the Bonds. The Purchaser will be furnished with a certificate signed by the appropriate officers of the City stating that the City examined each document and that, as of the respective date of each and the date of such certificate, each document did not and does not contain any untrue statement of material fact or omit to state a material fact necessary, in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

## CITY PROPERTY VALUES

### Trend of Values<sup>(a)</sup>

Assessment/ Collection Year	Assessor's Estimated Market Value	Sales Ratio <sup>(b)</sup>	Economic Market Value <sup>(c)</sup>	Market Value Homestead Exclusion	Taxable Market Value	Adjusted Taxable Net Tax Capacity
2014/15	\$2,778,081,200	96.3%	\$2,886,974,408	\$130,224,000	\$2,640,693,400	\$29,250,348
2013/14	2,566,205,000	93.1	2,756,550,633	146,688,500	2,412,883,200	26,493,139
2012/13	2,559,713,400	96.6	2,649,409,835	148,560,100	2,404,938,000	26,235,162
2011/12	2,716,611,800	96.6	2,756,641,118	141,607,500	2,568,566,800	28,150,469
2010/11	2,844,850,700	N/A	N/A	N/A	2,838,577,100	30,788,656

(a) For a description of the Minnesota property tax system, see Appendix III.

(b) Sales Ratio Study for the year of assessment as posted by the Minnesota Department of Revenue, <http://www.revenue.state.mn.us/propertytax/Pages/statistics-imm.aspx>. Prior to 2011/12, a different methodology was used to calculate sales ratios, and the economic market value cannot be derived.

(c) Economic market values for the year of assessment as posted by the Minnesota Department of Revenue, <http://www.revenue.state.mn.us/propertytax/Pages/statistics-imm.aspx>.

Source: Ramsey County, Minnesota, July 2015, except as otherwise noted.

### 2014/15 Adjusted Taxable Net Tax Capacity: \$29,250,348

Real Estate:		
Residential Homestead	\$19,846,265	65.7%
Commercial/Industrial, Public Utility, and Railroad	6,664,044	22.1
Non-Homestead Residential	3,430,871	11.3
Agricultural and Seasonal/Recreational	60,102	0.2
Personal Property	<u>206,444</u>	<u>0.7</u>
2014/15 Net Tax Capacity	\$30,207,726	100.0%
Less: Captured Tax Increment Tax Capacity	(920,195)	
Contribution to Fiscal Disparities	(2,613,786)	
Plus: Distribution from Fiscal Disparities	<u>2,576,603</u>	
2014/15 Adjusted Taxable Net Tax Capacity	\$29,250,348	

### Ten of the Largest Taxpayers in the City

Taxpayer	Type of Property	2014/15 Net Tax Capacity
Ari – Shoreview Corp Center LLC	Commercial	\$ 794,480
Wells Fargo Properties Inc.	Bank operations center	737,220
Deluxe Corporation	Check printing	415,350
Target Corporation	Retail	286,866
Medtronic Inc.	Biomedical device manufacturer	281,780
TSI Inc.	Research	251,250
Terrace Apartments Company	Apartments	284,255
Xcel Energy	Utility	182,705
Carroll Ventures Company	Apartments	214,699
Forstrom and Torgerson SLL LLC	Hotel	<u>154,314</u>
Total		\$3,602,919

\* Represents 12.3% of the City's total 2014/15 adjusted taxable net tax capacity.

## CITY INDEBTEDNESS

### Legal Debt Limit and Debt Margin\*

Legal Debt Limit (3% of 2014/15 Estimated Market Value)	\$ 83,342,436
Less: Outstanding Debt Subject to Limit	<u>(12,085,000)</u>
 Legal Debt Margin as of September 17, 2015	 \$ 71,257,436

\* The legal debt margin is referred to statutorily as the “Net Debt Limit” and may be increased by debt service funds and current revenues which are applicable to the payment of debt in the current fiscal year.

NOTES: Certain types of debt are not subject to the legal debt limit. See Appendix III – Debt Limitations.

The 2013 Minnesota Legislature clarified the definition of estimated market value and established it as the basis for the calculation of the Net Debt Limit. A large contributing factor to the change was to offset the effect of the Market Value Homestead Exclusion implemented by the 2012 Minnesota Legislature, which had a significant impact on taxable market values.

### General Obligation Debt Supported by Solely Taxes\*

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Est. Principal Outstanding As of 9-17-15</u>
3-6-13	\$2,415,000	Street Reconstruction	2-1-2028	\$2,130,000
3-6-13	2,130,000	Capital Improvement and Street Reconstruction	2-1-2022	2,010,000
12-1-14	4,670,000	Capital Improvement Refunding	2-1-2030	<u>4,670,000</u>
Total				\$8,810,000

\* These issues are subject to the legal debt limit.

### General Obligation Special Assessment Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Est. Principal Outstanding As of 9-17-15</u>
11-15-08	\$ 330,000	Local Improvements	2-1-2025	\$ 240,000
11-15-09	235,000	Local Improvements	2-1-2021	150,000
3-6-13	235,000	Street Improvements	2-1-2022	120,000
12-5-13	1,775,000	Street Improvements	2-1-2035	1,775,000
12-1-14	100,000	Street Improvements Refunding	2-1-2022	100,000
9-17-15	300,000	Local Improvements (the Improvement Portion of the Bonds)	2-1-2026	<u>300,000</u>
Total				\$2,685,000

### General Obligation Tax Increment Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Est. Principal Outstanding As of 9-17-15</u>
11-1-07	\$1,090,000	Tax Increment Refunding	12-1-2015	\$350,000

## General Obligation Revenue Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Est. Principal Outstanding As of 9-17-15</u>
11-1-07	\$1,705,000	Water, Sewer, and Surface Water Revenue	2-1-2023	\$ 1,040,000
11-15-08	3,175,000	Water, Sewer, and Surface Water Revenue	2-1-2025	2,240,000
11-15-09	1,180,000	Surface Water Revenue	2-1-2021	685,000
3-6-13	1,735,000	Water and Surface Water Revenue	2-1-2023	1,415,000
3-6-13	1,050,000	Water, Sewer, and Surface Water Revenue	2-1-2022	700,000
12-5-13	495,000	Water and Surface Water Revenue	2-1-2024	450,000
12-1-14	1,910,000	Water, Sewer, and Surface Water Revenue Refunding	2-1-2026	1,910,000
9-17-15	9,700,000	Water, Sewer, and Surface Water Revenue (the Utility Portion of the Bonds)	2-1-2036	<u>9,700,000</u>
Total				\$18,140,000

## Lease Obligations

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Est. Principal Outstanding As of 9-17-15</u>
4-1-11	\$4,620,000	Municipal Building Refunding	8-1-2023	\$3,275,000*

\* This issue is payable from rental payments made by the City pursuant to a lease purchase agreement. The rental payments are annually appropriated by the City. This issue is subject to the legal debt limit.

**Estimated Calendar Year Debt Service Payments Including the Bonds**

<u>Year</u>	<u>G.O. Debt Supported Solely by Taxes</u>		<u>G.O. Special Assessment Debt</u>	
	<u>Principal</u>	<u>Principal &amp; Interest</u>	<u>Principal</u>	<u>Principal &amp; Interest<sup>(a)</sup></u>
2015 (at 9-17)	(Paid)	(Paid)	(Paid)	(Paid)
2016	\$ 685,000	\$ 889,731	\$ 200,000	\$ 282,975
2017	720,000	910,681	175,000	253,591
2018	740,000	916,081	185,000	258,398
2019	760,000	919,681	175,000	243,123
2020	765,000	906,606	190,000	252,591
2021	660,000	784,431	195,000	251,679
2022	685,000	792,931	175,000	226,029
2023	485,000	579,281	155,000	200,979
2024	495,000	578,463	160,000	201,066
2025	505,000	576,800	170,000	205,879
2026	515,000	573,638	115,000	146,405
2027	525,000	569,256	80,000	108,320
2028	540,000	569,422	85,000	110,680
2029	360,000	376,500	85,000	107,960
2030	370,000	375,550	90,000	109,800
2031			85,000	101,300
2032			85,000	97,900
2033			90,000	99,400
2034			95,000	100,700
2035			95,000	96,900
<b>Total</b>	<b>\$8,810,000<sup>(b)</sup></b>	<b>\$10,319,052</b>	<b>\$2,685,000<sup>(c)</sup></b>	<b>\$3,455,675</b>

*(a) Includes the Improvement Portion of the Bonds at an assumed average annual interest rate of 2.47%.*

*(b) 73.8% of this debt will be retired within ten years.*

*(c) 66.3% of this debt will be retired within ten years.*

**Estimated Calendar Year Debt Service Payments Including the Bonds  
(Continued)**

<u>Year</u>	<u>G.O. Tax Increment Debt</u>		<u>G.O. Revenue Debt</u>	
	<u>Principal</u>	<u>Principal &amp; Interest</u>	<u>Principal</u>	<u>Principal &amp; Interest<sup>(a)</sup></u>
2015 (at 9-17)	\$350,000	\$357,000	(Paid)	(Paid)
2016			\$ 960,000	\$ 1,438,075
2017			1,235,000	1,716,974
2018			1,365,000	1,812,875
2019			1,400,000	1,810,763
2020			1,430,000	1,801,270
2021			1,470,000	1,800,155
2022			1,375,000	1,664,038
2023			1,325,000	1,574,405
2024			1,020,000	1,234,886
2025			1,005,000	1,189,646
2026			740,000	898,405
2027			565,000	703,830
2028			590,000	711,358
2029			595,000	697,989
2030			620,000	704,938
2031			635,000	702,050
2032			340,000	392,743
2033			350,000	392,218
2034			360,000	391,033
2035			375,000	394,085
2036			<u>385,000</u>	<u>391,449</u>
Total	\$350,000	\$357,000	\$18,140,000 <sup>(b)</sup>	\$22,423,185

<u>Year</u>	<u>Lease Obligations</u>	
	<u>Principal</u>	<u>Principal &amp; Interest</u>
2015 (at 9-17)	(Paid)	(Paid)
2016	\$ 365,000	\$ 467,935
2017	375,000	469,540
2018	390,000	474,978
2019	400,000	474,058
2020	415,000	477,058
2021	430,000	478,155
2022	440,000	473,750
2023	<u>460,000</u>	<u>477,250</u>
Total	\$3,275,000	\$3,792,724

<sup>(a)</sup> Includes the Utility Portion of the Bonds at an assumed average annual interest rate of 2.81%.

<sup>(b)</sup> 69.4% of this debt will be retired within ten years.

## Other Debt Obligations

### Operating Leases

The City currently leases three copier machines under one lease agreement that expires in August 2018 and calls for monthly lease payments of \$1,947.

The City also leases eight treadmills, eight elliptical machines, and four adaptive motion trainers under three separate lease agreements for its community center. These leases expire in September 2016. Each lease calls for monthly lease payments. Lease expenditures for the year ended December 31, 2014 totaled \$70,081.

Future minimum annual lease payments are as follows:

<u>Year Ended December 31</u>	<u>Copiers</u>	<u>Exercise Equipment</u>	<u>Total</u>
2015	\$23,364	\$34,738	\$ 58,102
2016	23,364	26,557	49,921
2017	23,364	0	23,364
2018	<u>15,576</u>	<u>0</u>	<u>15,576</u>
Total	\$85,668	\$61,295	\$146,963

### Overlapping Debt

<u>Taxing Unit<sup>(a)</sup></u>	2014/15 <u>Adjusted Taxable Net Tax Capacity</u>	<u>Est. G.O. Debt As of 9-17-15<sup>(b)</sup></u>	<u>Debt Applicable to Tax Capacity in City</u>	
			<u>Percent</u>	<u>Amount</u>
Ramsey County	\$ 480,922,805	\$162,575,000	6.1%	\$ 9,917,075
Ramsey County Library	246,561,938	19,925,000	11.9	2,371,075
ISD No. 621 (Mounds View)	85,470,145	101,215,000	31.7	32,085,155
ISD No. 623 (Roseville)	60,425,378	39,470,000	3.6	1,420,920
Metropolitan Council	3,284,372,173	20,500,000 <sup>(c)</sup>	0.9	184,500
Metropolitan Transit	2,617,722,263	292,095,000 <sup>(d)</sup>	1.1	<u>3,213,045</u>
Total				\$49,191,770

<sup>(a)</sup> Only those units with outstanding general obligation debt are shown here.

<sup>(b)</sup> Excludes general obligation tax and aid anticipation certificates and revenue-supported debt.

<sup>(c)</sup> Excludes general obligation debt supported by wastewater revenues and housing rental payments. Includes certificates of participation.

<sup>(d)</sup> Includes general obligation grant anticipation notes.

### Debt Ratios\*

	<u>G.O. Direct Debt</u>	<u>G.O. Direct &amp; Overlapping Debt</u>
To 2013/14 Estimated Market Value (\$2,778,081,200)	0.54%	2.31%
Per Capita - (25,630 - 2013 MN State Demographer Estimate)	\$590	\$2,509

\* Excludes general obligation revenue debt and other debt obligations, and includes lease obligations.

**CITY TAX RATES, LEVIES AND COLLECTIONS**

**Tax Capacity Rates for a City Resident in Independent School District No. 621  
(Mounds View)**

	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>	<u>2013/14</u>	<u>2014/15</u>	
					<u>Total</u>	<u>For Debt Only</u>
Ramsey County	50.801%	56.944%	60.638%	59.105%	54.462%	4.459%
City of Shoreview <sup>(a)</sup>	30.869	33.506	37.259	37.835	37.490	2.554
ISD No. 621 (Mounds View) <sup>(b)</sup>	25.573	29.044	29.444	29.734	27.378	15.394
Rice Creek Watershed District	1.618	2.348	3.322	2.346	2.205	- 0 -
Special Districts <sup>(c)</sup>	<u>10.614</u>	<u>11.979</u>	<u>12.479</u>	<u>12.109</u>	<u>11.433</u>	<u>2.603</u>
<b>Total</b>	<b>119.475%</b>	<b>133.821%</b>	<b>142.142%</b>	<b>141.129%</b>	<b>132.968%</b>	<b>25.010%</b>

*(a) Includes the Shoreview Housing and Redevelopment Authority.*

*(b) Independent School District No. 621 (Mounds View) also has a 2014/15 tax rate of 0.21901% spread on the market value of property in support of an excess operating levy.*

*(c) Includes the Metropolitan Council, Mosquito Control, Light Rail Authority, and Ramsey County Library.*

*NOTE: Taxes are determined by multiplying the net tax capacity by the tax capacity rate, plus multiplying the referendum market value by the market value rate. This table does not include the market value based rates. See Appendix III.*

**Tax Collections for the City**

<u>Levy/Collect</u>	<u>Net Levy*</u>	<u>Collected During Collection Year</u>		<u>Collected and/or Abated As of 12-31-14</u>	
		<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
2013/14	\$10,267,918			(In Process of Collection)	
2013/14	9,941,264	\$9,853,069	99.1%	\$9,892,398	99.5%
2012/13	9,624,942	9,553,379	99.3	9,619,658	99.9
2011/12	9,290,028	9,212,291	99.2	9,280,858	99.9
2010/11	8,993,983	8,935,566	99.4	8,990,957	99.9

*\* The net levy excludes state aid for property tax relief and fiscal disparities, if applicable. The net levy is the basis for computing tax capacity rates. See Appendix III.*

**FUNDS ON HAND  
As of May 31, 2015**

<u>Fund</u>	<u>Cash and Investments</u>
General	\$ 1,909,677
Special Revenue	3,245,506
Capital Projects	9,595,879
Debt Service:	
G.O. Taxes	14,346
G.O. Special Assessments	395,788
G.O. Tax Increment	2,238
Lease Obligations	469,698
Closed Bond Fund	1,209,855
Enterprise:	
Water	2,567,203
Sewer	2,532,924
Surface Water	670,817
Street Light	318,615
Internal Service	822,482
Hockey Association Escrow	<u>400,000</u>
 Total Cash and Investments	 \$24,155,028

**CITY INVESTMENTS**

As of May 31, 2015, the City had investments with a total market value of \$23,998,469 and deposits of \$185,458. The following are investments allowed by State statute in which the City will be authorized to invest pursuant to the City's investment policy:

- a) Direct obligations or obligations guaranteed by the United States or its agencies, its instrumentalities, or organizations created by an act of congress, excluding mortgage-backed securities defined as high risk.
- b) Shares of investment companies registered under the Federal Investment Company Act of 1940 that receive the highest credit rating, are rated in one of the two highest rating categories by a national bond rating service, and all of the investments have a final maturity of 13 months or less, and whose only investments are in securities described in (a) above, general obligation tax-exempt securities, or repurchase or reverse repurchase agreements.
- c) Obligations of the State of Minnesota or any of its municipalities as follows:
  - 1) any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service;
  - 2) any security which is a revenue obligation of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service; and
  - 3) a general obligation of the Minnesota housing finance agency which is a moral obligation of the State of Minnesota and is rated "A" or better by a national bond rating agency.
- d) Bankers acceptance of United States banks eligible for purchase by the Federal Reserve System.
- e) Commercial paper issued by United States corporations or their Canadian subsidiaries, of the highest quality, and maturing in 270 days or less.

- f) Guaranteed Investment Contracts guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories by a national bond rating agency.
- g) Repurchase or reverse repurchase agreements and security lending agreements with financial institutions qualified as a “depository” by the governmental entity, with banks that are members of the Federal Reserve System with capitalization exceeding \$10,000,000; that are a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York; or, certain Minnesota securities broker-dealers; or, a bank qualified as a depositor.
- h) General obligation temporary bonds of the same governmental entity issues under Section 429.178, subd. 5; or 475.61, subd. 6.

As of May 31, 2015, the City has invested in the following securities:

<u>Type</u>	<u>Cost Basis</u>	<u>Percent of Portfolio</u>	<u>Market Value</u>
Federal Home Loan Bank	\$ 4,239,724	17.55%	\$ 4,239,821
Mutual Funds	6,642,794	27.50	6,642,794
FHLMC	1,460,000	6.04	1,455,806
FNMA	3,682,347	15.25	3,666,137
Municipal Bonds	3,245,705	13.44	3,276,062
Certificates of Deposit	4,699,000	19.45	4,717,849
Deposits	<u>185,458</u>	<u>0.77</u>	<u>185,458</u>
Total	\$24,155,028	100.00%	\$24,183,927

### GENERAL INFORMATION CONCERNING THE CITY

The City is a northern suburb of the City of St. Paul and is located in Ramsey County. The City encompasses an area of approximately 12.6 square miles (8,064 acres).

#### Population

The City’s population trend is shown below.

<u>Year</u>	<u>Population</u>	<u>Percent Change</u>
2013 MN State Demographer’s Estimate	25,630	2.3%
2010 U.S. Census Bureau	25,043	(3.4)
2000 U.S. Census Bureau	25,924	5.4
1990 U.S. Census Bureau	24,587	42.1
1980 U.S. Census Bureau	17,300	--

Sources: Minnesota State Demographic Center, <http://www.demography.state.mn.us/> and United States Census Bureau, <http://www.census.gov/>.

The City's population by age group for the past three years is as follows:

<u>Data Year/ Report Year</u>	<u>0-17</u>	<u>18-34</u>	<u>35-64</u>	<u>65 and Over</u>
2014/15	5,303	5,119	11,208	4,438
2013/14	5,233	4,891	11,219	4,212
2012/13	5,381	4,678	11,502	4,029

Source: Claritas, Inc.

## Transportation

Major transportation routes in and near the City provide easy access for workers commuting into the City, as well as for City residents commuting to jobs throughout the Minneapolis-St. Paul metropolitan area. Interstate Highway 694 crosses east-west through the southern portion of the City, Interstate Highway 35W runs north-south along the northwest corner of the City, and Highway 96 runs east-west through the City. Public transportation options are also available through Metro Transit.

## Major Employers

<u>Employer</u>	<u>Product/Service</u>	<u>Approximate Number of Employees</u>
Wells Fargo Bank, N.A.	Banking services	1,200
Deluxe Corporation	Forms and bank checks printing	1,150
Land O' Lakes	Food and dairy industry	800
Cummins Power Generation	Headquarters	600
Target Corporation	Discount retail	500
TSI Incorporated	Electronics manufacturer	485
DJO Global-Empi Inc.	Biomedical manufacturing	430
Westinghouse (PaR Nuclear)	Nuclear industry services	300
Fiserv	Mobile banking	200
Par Systems	Robotics systems	200

Source: City of Shoreview.

## Labor Force Data

	<u>Annual Average</u>				<u>June</u>
	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Labor Force:					
City of Shoreview	14,784	14,863	14,933	14,467	14,724
Ramey County	273,375	274,598	275,329	277,177	281,864
Minneapolis-St. Paul					
Bloomington MSA	1,848,525	1,857,426	1,865,647	1,917,301	1,948,385
State of Minnesota	2,970,653	2,969,607	2,973,511	2,974,102	3,036,680
Unemployment Rate:					
City of Shoreview	5.4%	4.6%	3.9%	3.2%	3.3%
Ramsey County	6.6	5.8	5.0	3.9	4.0
Minneapolis-St. Paul					
Bloomington MSA	6.3	5.5	4.8	3.9	3.8
State of Minnesota	6.5	5.6	5.1	4.1	3.9

Source: Minnesota Department of Employment and Economic Development, <http://www.positivelyminnesota.com>. 2015 data are preliminary.

## Retail Sales and Effective Buying Income (EBI)

### City of Shoreview

<u>Data Year/ Report Year</u>	<u>Total Retail Sales (\$000)</u>	<u>Total EBI (\$000)</u>	<u>Median Household EBI</u>
2014/15	\$156,827	\$933,592	\$66,694
2013/14	124,047	844,895	62,260
2012/13	128,776	875,545	59,452

### Ramsey County

<u>Data Year/ Report Year</u>	<u>Total Retail Sales (\$000)</u>	<u>Total EBI (\$000)</u>	<u>Median Household EBI</u>
2014/15	\$5,984,634	\$12,840,802	\$46,377
2013/14	5,792,067	11,572,943	43,160
2012/13	6,042,244	11,289,070	40,372
2011/12	7,666,022	10,874,635	42,043
2010/11	7,668,794	10,971,610	42,425

The 2014/15 Median Household EBI for the State of Minnesota was \$50,560. The 2014/15 Median Household EBI for the United States was \$45,448.

Source: Claritas, Inc.

## Permits Issued by the City

<u>Year</u>	<u>New Single Family Residential</u>		<u>New Commercial/Industrial</u>		<u>Total Value (All Permits)*</u>
	<u>Number</u>	<u>Value</u>	<u>Number</u>	<u>Value</u>	
2015 (to 5-31)	5	\$1,674,000	1	\$1,500,000	\$ 8,145,429
2014	28	8,218,650	2	1,580,000	40,316,622
2013	6	2,780,000	1	1,285,000	42,356,013
2012	13	3,700,000	2	3,710,000	29,935,258
2011	11	3,889,000	--	--	21,890,958
2010	9	3,030,000	--	--	42,073,261
2009	14	5,121,000	--	--	18,331,621

\* In addition to building permits, the total value includes all other permits issued by the City (i.e. heating, lighting, plumbing, roof replacement, etc.).

Source: City of Shoreview.

## Recent Development

The City is in the midst of significant economic growth bringing new retail services and dining choices, expanded housing options, and added jobs and tax base with several high profile business expansions.

### Retail Growth

*Best Western Plus and Green Mill.* Work commenced in 2014 on major renovations to the Green Mill restaurant and Hampton Inn hotel at 1000 Gramsie Road. The property owner is converting the hotel to a Best Western Plus, as well as revamping the Green Mill restaurant. The hotel will receive upgrades to

interior spaces including guest rooms, addition of elevators, and expanded banquet space. The Green Mill will be completely redesigned and will have a much larger outdoor patio space. Work will be completed by the end of summer 2015.

*City County Credit Union.* Work on the construction of a new City and County Credit Union at 1001 Red Fox Road began in 2014 and was completed in January of 2015, with a grand opening ribbon-cutting ceremony. The branch facility is the third and final phase of the retail development that included Trader Joe's and a retail center.

*Hummingbird Floral.* The new Hummingbird Floral and Gifts store opened in October of 2014 at 4001 Rice Street. Hummingbird was located in the North Oaks Village Center but needed more space and acquired the former House of Dreams property at the intersection of Gramsie and Hodgson Roads. Hummingbird Floral had just 1,300 square feet at the old location but now has over 5,000 square feet at the building that underwent substantial renovations.

*Raising Cane's.* A site plan was approved in 2014 and building permit issued in 2015 for a Raising Cane's restaurant. The restaurant chain specializing in chicken fingers is very popular in the South and growing in the Midwest market. The restaurant will be constructed on a building pad created in the auxiliary parking lot of Super Target along Lexington Avenue, just north of the YMCA. Construction started in April of 2015 and is expected to be open by mid-August of 2015.

*Ally Financial.* The Shoreview EDA provided support to the property owner/management group for the Shoreview Corporate Center in effort to attract Ally Financial to the campus. The City Council and EDA endorsed an amendment to the Municipal Code establishing special permitted parking zones, which allows for off-site permit parking for Ally Financial employees. Management of the business campus is trying to secure a lease agreement with Ally Financial to locate to the 4000 Lexington Avenue building, but the company needs more parking than available on site. Ally Financial will bring approximately 400 jobs to the community.

*Rainbow Foods Redevelopment.* Roundy's Corporation, the parent company of Rainbow Foods, announced that they were leaving the Twin Cities' market and selling many of their holdings. Roundy's closed nine of their stores in the summer of 2014, including the Rainbow Foods in Shoreview on Hodgson Road and Highway 96. The Shoreview EDA immediately began to formulate a strategy for securing a quality re-use of the vacant building or full redevelopment of the property. City staff has been working with both property owner and a developer to determine redevelopment alternatives for the site. Another quality grocer is being pursued that would take a portion of the building, combined with additional retail on the site. The project is expect to move forward later in 2015.

### Housing Development

*Autumn Meadows.* Autumn Meadows is the 25-lot single family subdivision under construction by Pulte Homes in the northern portion of the City off of Lexington Avenue between Woodcrest and Bucher Avenues. The developer received strong interest and the project is expected to develop quickly.

*Lakeview Terrace Apartments.* The grand opening of the new upscale Lakeview Terrace Apartments at Owasso and Victoria Streets near County Road E occurred in September 2014. The luxury rental apartment complex is the first new market rate project built in the City since the 1980s and involved the redevelopment of the old Midland Plaza shopping center. The six-story, 104-unit apartment building is the end result of a private-public partnership between an ownership group from the adjacent Midland Terrace complex and the City. The developer has invested over \$20 million into the apartment building, which will include a variety of amenities including underground parking.

*Applewood Pointe of Shoreview.* Construction began in September 2014 on the 77-unit senior housing cooperative called Applewood Pointe of Shoreview by United Properties on the old Kozlak's Royal Oak Restaurant property at Tanglewood Drive and Hodgson Road. The project is expected to open in fall 2015, and will provide another housing choice for the City's older residents.

*Villas of Shoreview.* Site and building plans have been submitted for formal City approval for a proposed addition to the Shoreview Senior Living campus along Hodgson Road, showing a separate 34-unit market rate senior apartment building called Villas of Shoreview that would complement the existing housing mix of market rate, assisted and memory care on the property. The proposal is being reviewed and could begin by the fall of 2015.

### **Financial Services\***

Financial services are provided within the City by branch offices of U.S. Bank National Association, and Wells Fargo Bank, National Association. Additional financial services are available to City residents throughout the Minneapolis-St. Paul metropolitan area.

Source: Federal Deposit Insurance Corporation, <http://www2.fdic.gov/idasp/main.asp>.

\* This does not purport to be a comprehensive list.

### **Health Care Services**

The following is a summary of health care facilities located in the City:

<u>Facility</u>	<u>Type of Facility</u>	<u>No. of Beds</u>
Axis on Glenhill	Assisted Living	4
ARC Home on Dawn	Assisted Living	4
Dungarvin Camara	Assisted Living	5
Lake Owasso Residence	Assisted Living	64
Rem Ramsey Inc. Hodgson	Assisted Living	6

Source: Minnesota Department of Health, <http://www.health.state.mn.us/>.

### **Education**

#### Public Education

The following independent school districts serve the residents of the City:

<u>School</u>	<u>Location</u>	<u>Grades</u>	<u>2014/15 Enrollment</u>
I.S.D. No. 621 (Mounds View)	City of Mounds View	K-12	11,011
I.S.D. No. 623 (Roseville)	City of Roseville	K-12	7,530

#### Non-Public Education

City residents are also served by the following private schools:

<u>School</u>	<u>Location</u>	<u>Grades</u>	<u>2014/15 Enrollment</u>
St. Odilia School	City of Shoreview	K-8	418
Oak Hill Montessori	City of Shoreview	K-8	118

#### Post-Secondary Education

Located near the City are Bethel University and Northwestern College, both private four-year colleges. The University of Minnesota, located in Minneapolis, Minnesota, is approximately 10 miles from the City.

## GOVERNMENTAL ORGANIZATION AND SERVICES

### Organization

The City was incorporated in 1957 and became a statutory city on January 1, 1974. The City's governing body is the City Council, comprised of the Mayor and four Council members. The Mayor serves a two-year term of office, and the Council members are elected at-large to serve overlapping four-year terms. The present Council is comprised of members as follows:

		<u>Expiration of Term</u>
Sandra C. Martin	Mayor	December 31, 2016
Emy Johnson	Council Member	December 31, 2016
Terry Quigley	Council Member	December 31, 2018
Ady Wickstrom	Council Member	December 31, 2016
Cory Springhorn	Council Member	December 31, 2018

The chief administrative officer of the City is the City Manager, Mr. Terry C. Schwerm. Mr. Schwerm has served in this position since 1993. Financial operations of the City are the responsibility of the Finance Director/Treasurer, Mr. Fred Espe, who had previously held the position of Assistant Finance Director for the City since 1998. Mr. Tom Simonson serves as the City's Assistant City Manager and Director of Community Development, and has been with the City for 22 years.

### Services

The City's water system consists of six wells, two 1.5 million gallon elevated storage tanks, a one million gallon underground reservoir, and a booster station. The water system has a total pumping capacity of 14.4 million gallons per day. Average daily demand is 3.3 million gallons and peak demand is 10.1 million gallons per day.

Although the City maintains its own sewer laterals, core facilities are owned by Metropolitan Council Environmental Services ("MCES"). Wastewater treatment and disposal is also the responsibility of MCES and the City is billed for its usage of MCES sewage facilities.

Xcel Energy provides electricity and natural gas service to City residents and Qwest provides telephone service.

The City contracts with the Lake Johanna Volunteer Fire Department for fire protection services. The Lake Johanna Fire Department is a non-profit corporation consisting of a full-time fire chief and approximately 60 volunteer firefighters. The department has four fire stations, two of which are owned by the City. A seven-member board governs the department, and two of the board members are selected by the City. The City's current contract with the department expires on December 31, 2018, with automatic five-year extensions.

The City is responsible for all major repairs to the City's buildings, vehicles and equipment in excess of \$2,500. The City has a Class 3 insurance rating.

The City contracts with the Ramsey County Sheriff's Department for police services.

The City's Parks and Recreation Department manages an extensive park system consisting of ten parks with a total of 268 acres of park land. The City has an 111,000 square-foot community center, which includes a swimming pool, gymnasium, fitness center, two community rooms, and several meeting rooms.

### Labor Contracts

The City does not have any labor contracts.

## Capital Improvement Plan

The City maintains a five-year Capital Improvement Plan for future infrastructure maintenance and asset replacement that utilizes revolving funds to minimize future borrowing needs. A large share of the City's debt is financed through special assessments and tax increment, thus decreasing the need for general obligation debt supported by taxes. The policy provides long-term planning and future financing strategies for capital replacement costs. A required element of the policy is a continuum plan, prepared on an annual basis, covering the replacement of all capital assets.

All full-time and certain part-time employees of the City are covered by defined benefit pension plans administered by the Public Employees Retirement Association of Minnesota ("PERA"). PERA administers the General Employees Retirement Fund ("GERF"), which is a cost-sharing multiple-employer retirement plan. GERF members belong to either the Coordinated Plan or the Basic Plan. Coordinated members are covered by Social Security and Basic members are not. All new members must participate in the Coordinated Plan.

The City's contributions to the GERF for the past five years are as follows:

	<u>GERF</u>
2014	\$398,328
2013	395,304
2012	387,654
2011	383,811
2010	366,692

Four Council members and the Mayor of the City are covered by the Public Employees Defined Contribution Plan (PEDCP), a multiple-employer deferred compensation plan administered by PERA. The PEDCP is a tax-qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until the time of withdrawal. Plan benefits depend solely on the amounts contributed to the plan plus investment earnings less administrative expenses. An eligible elected official who chooses to participate in the plan contributes 5% of their salary, which is matched by the elected official's employer. PERA receives 2% of employer contributions and 0.025% of the assets in each member's account annually for administering the plan. The City's contributions to PEDCP for the past five years are as follows:

	<u>PEDCP</u>
2014	\$1,477
2013	1,477
2012	1,461
2011	1,461
2010	1,446

For more information regarding the liability of the City with respect to its employees, please reference "Note 7, Pension Plans" of the City's Comprehensive Annual Financial Report for fiscal year ended December 31, 2014, an excerpt of which is included as Appendix IV of this Official Statement.

*Source: City's Comprehensive Annual Financial Reports.*

## Other Postemployment Benefits

The City's only OPEB is for health insurance. Retirees and disabilitants are eligible to remain on the City's group health plan, but the City does not assist with premium payments. The only cost to the City comes from the implicit rate subsidy. Under GASB 45 such costs must be accounted for on an annual basis, however, management has determined that any liability related to postemployment benefits is immaterial to the City's Comprehensive Annual Financial Report.

## Total Operating Funds

	<u>2014 Budget</u>	<u>2014 Actual</u>	<u>2015 Budget</u>
Revenues:			
Property Taxes	\$ 7,739,154	\$ 7,579,552	\$ 7,960,335
Special Assessments	100,850	251,555	199,945
Licenses and Permits	324,500	628,033	330,100
Intergovernmental	365,392	744,647	529,052
Charges for Services	6,037,173	6,039,558	6,099,728
Fines and Forfeits	52,800	49,430	48,800
Utility Charges	8,294,577	8,197,649	8,748,257
Central Garage Charges	1,242,855	1,240,763	1,256,090
Interest Earnings	153,000	820,014	160,070
Other Revenues	<u>102,808</u>	<u>236,505</u>	<u>102,427</u>
Total Revenues	\$24,413,109	\$25,787,706	\$25,434,804
Expenditures:			
General Government	\$ 2,442,375	\$ 2,313,708	\$ 2,492,726
Public Safety	3,000,223	3,326,747	3,424,835
Public Works	2,086,295	1,987,837	2,117,650
Parks and Recreation	5,759,484	5,588,910	5,867,782
Community Development	742,615	749,016	788,769
Enterprise Operations	5,817,212	5,543,821	5,961,999
Central Garage	599,799	633,542	621,453
Miscellaneous	40,000	159,604	40,000
Debt Service	2,213,943	2,332,838	2,066,335
Depreciation	<u>1,935,000</u>	<u>1,913,615</u>	<u>1,991,000</u>
Total Expenditures	\$24,636,946	\$24,549,638	\$25,371,949
Other Sources (Uses):			
Sale of Asset-Gain	\$ 29,000	\$ 60,546	\$ 0
Debt Proceeds	0	0	10,000
Refunding Debt Proceeds	0	105,822	0
Debt Refunding	(860,000)	(860,000)	(1,490,000)
Contribution Assets	0	304,122	0
Transfers In	2,070,010	2,675,045	2,130,321
Transfers Out	<u>(1,347,010)</u>	<u>(1,926,240)</u>	<u>(1,429,400)</u>
Total Other Sources (Uses)	\$ (108,000)	\$ 359,295	\$ (779,079)
Net Change	\$ (331,837)	\$ 1,597,363	\$ (716,224)

Sources: City of Shoreview's 2014 Comprehensive Annual Financial Report and 2015 Budget.

## Major General Fund Revenue Sources

<u>Revenue</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Property Taxes	\$6,170,162	\$6,265,673	\$6,374,969	\$6,623,723	\$6,698,037
Charges for Services	1,226,101	1,198,357	1,262,088	1,619,489	1,352,056
Licenses and Permits	501,198	441,243	540,755	648,306	628,033
Transfers in	312,000	471,450	481,000	519,000	692,000
Intergovernmental	187,717	188,521	187,149	395,433	574,419

Sources: City's Comprehensive Annual Financial Reports.

## PROPOSED FORM OF LEGAL OPINION

City of Shoreview  
Shoreview, Minnesota

[Purchaser]

Re: \$\_\_\_\_\_ General Obligation Improvement and Utility Revenue Bonds,  
Series 2015A  
City of Shoreview, Minnesota

Ladies and Gentlemen:

As Bond Counsel in connection with the authorization, issuance and sale by the City of Shoreview, Minnesota (the City), of the obligations described above (the Bonds), dated, as originally issued, as of \_\_\_\_\_, 2015, we have examined certified copies of certain proceedings taken, and certain affidavits and certificates furnished, by the City in the authorization, sale and issuance of the Bonds, including the form of the Bonds. As to questions of fact material to our opinion, we have assumed the authenticity of and relied upon the proceedings, affidavits and certificates furnished to us without undertaking to verify the same by independent investigation. From our examination of such proceedings, affidavits and certificates and on the basis of existing law, it is our opinion that:

1. The Bonds are valid and binding general obligations of the City, enforceable in accordance with their terms.

2. The principal of and interest on the Bonds are payable from special assessments to be levied on property specially benefited by the improvements financed by the Bonds, net revenues of the municipal water, sewer and storm sewer systems, which assessments and revenues are expected to produce amounts sufficient to pay the principal of and interest on the Bonds when due, but if necessary for payment thereof, ad valorem taxes are required by law to be levied on all taxable property in the City, which taxes are not subject to any limitation as to rate or amount.

3. Interest on the Bond (a) is not includable in gross income for federal income tax purposes or in taxable net income of individuals, estates or trusts for Minnesota income tax purposes; (b) is includable in taxable income of corporations and financial institutions for purposes of the Minnesota franchise tax; (c) is not an item of tax preference includable in alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers or the Minnesota alternative minimum tax applicable to individuals, estates and trusts and (d) is includable in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of federal alternative minimum tax.

4. The City has designated the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the Code), and financial institutions described in Section 265(b)(5) of the Code may treat the Bonds for purposes of Sections 265(b)(2) and 291(e)(1)(B) of the Code as if they were acquired on August 7, 1986.

The opinions expressed in paragraphs 1 and 2 above are subject to the effect of any state or federal laws relating to bankruptcy, insolvency, reorganization, moratorium or creditors' rights and the exercise of judicial discretion.

The opinions expressed in paragraph 3 and 4 above are subject to the condition of the City's compliance with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon may be, and continue to be, excluded from gross income for federal income tax purposes and that the Bonds be and continue to be qualified tax-exempt obligations. The City has covenanted to comply with these continuing requirements. Its failure to do so could result in the inclusion of interest on the Bonds in federal gross income and in Minnesota taxable net income, retroactive to the date of issuance of the Bonds. Except as stated in this opinion, we express no opinion regarding federal, state or other tax consequences to holders of the Bonds.

Dated this \_\_\_ day of \_\_\_\_\_, 2015.

## CONTINUING DISCLOSURE COVENANTS

Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the City hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the Outstanding Bonds. The City is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the City fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any Outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Bond, any person or entity which (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The City will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the City, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the City, commencing with the fiscal year ending December 31, 2015, the following financial information and operating data in respect of the City (the Disclosure Information):
  - (A) the audited financial statements of the City for such fiscal year, prepared in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the City, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the City; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: "City Property Values;" "City Indebtedness;" and "City Tax Rates, Levies and Collections."

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the City shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days

after the receipt thereof, the City shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA) or to the SEC. The City shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the City have materially changed or been discontinued, such Disclosure Information need no longer be provided if the City includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other City operations in respect of which data is not included in the Disclosure Information and the City determines that certain specified data regarding such replacement operations would be described in paragraph (2) hereof, then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the City shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events:
  - (A) Principal and interest payment delinquencies;
  - (B) Non-payment related defaults, if material;
  - (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) Substitution of credit or liquidity providers, or their failure to perform;
  - (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Bonds;
  - (G) Modifications to rights of Bond holders, if material;
  - (H) Bond calls, if material, and tender offers;
  - (I) Defeasances;
  - (J) Release, substitution, or sale of property securing repayment of the Bonds, if material;
  - (K) Rating changes;
  - (L) Bankruptcy, insolvency, receivership or similar event of the obligated person;
  - (M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
  - (N) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, an event is “material” if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, an event is also “material” if it is an event that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the City to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
  - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the City under subsection (d)(2);
  - (C) the termination of the obligations of the City under this section pursuant to subsection (d);
  - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
  - (E) any change in the fiscal year of the City.

(c) Manner of Disclosure.

- (1) The City agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the City in this section shall remain in effect so long as any Bonds are Outstanding. Notwithstanding the preceding sentence, however, the obligations of the City under this section shall terminate and be without further effect as of any date on which the City delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the City to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the City from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Bonds, by a resolution of this Council filed in the office of the recording officer of the City accompanied by an opinion of Bond Counsel, who may rely on certificates of the City and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the City or the type of operations conducted by the City, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have

complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the City agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

## SUMMARY OF TAX LEVIES, PAYMENT PROVISIONS, AND MINNESOTA REAL PROPERTY VALUATION

Following is a summary of certain statutory provisions relative to tax levy procedures, tax payment and credit procedures, and the mechanics of real property valuation. The summary does not purport to be inclusive of all such provisions or of the specific provisions discussed, and is qualified by reference to the complete text of applicable statutes, rules and regulations of the State of Minnesota.

### **Property Valuations (Chapter 273, Minnesota Statutes)**

Assessor's Estimated Market Value. Each parcel of real property subject to taxation must, by statute, be appraised at least once every five years as of January 2 of the year of appraisal. With certain exceptions, all property is valued at its market value, which is the value the assessor determines to be the price the property to be fairly worth, and which is referred to as the "Estimated Market Value." The 2013 Minnesota Legislature established the Estimated Market Value as the value used to calculate a municipality's legal debt limit.

Economic Market Value. The Economic Market Value is the value of locally assessed real property (Assessor's Estimated Market Value) divided by the sales ratio as provided by the State of Minnesota Department of Revenue plus the estimated market value of personal property, utilities, railroad, and minerals.

Taxable Market Value. The Taxable Market Value is the value that Net Tax Capacity is based on, after all reductions, limitations, exemptions and deferrals.

Net Tax Capacity. The Net Tax Capacity is the value upon which net taxes are levied, extended and collected. The Net Tax Capacity is computed by applying the class rate percentages specific to each type of property classification against the Taxable Market Value. Class rate percentages vary depending on the type of property as shown on the last page of this Appendix. The formulas and class rates for converting Taxable Market Value to Net Tax Capacity represent a basic element of the State's property tax relief system and are subject to annual revisions by the State Legislature. Property taxes are the sum of the amounts determined by (i) multiplying the Net Tax Capacity by the tax capacity rate, and (ii) multiplying the referendum market value by the market value rate.

Market Value Homestead Exclusion. In 2011, the Market Value Homestead Exclusion Program (MVHE) was implemented to offset the elimination of the Market Value Homestead Credit Program that provided relief to certain homesteads. The MVHE reduces the taxable market value of a homestead with an Assessor's Estimated Market Value up to \$413,800 in an attempt to result in a property tax similar to the effective property tax prior to the elimination of the homestead credit. The MVHE applies to property classified as Class 1a or 1b and Class 2a, and causes a decrease in the City's aggregate Taxable Market Value, even if the Assessor's Estimated Market Value on the same properties did not decline.

### **Property Tax Payments and Delinquencies (Chapters 275, 276, 277, 279-282 and 549, Minnesota Statutes)**

Ad valorem property taxes levied by local governments in Minnesota are extended and collected by the various counties within the State. Each taxing jurisdiction is required to certify the annual tax levy to the county auditor within five (5) working days after December 20 of the year preceding the collection year. A listing of property taxes due is prepared by the county auditor and turned over to the county treasurer on or before the first business day in March.

The county treasurer is responsible for collecting all property taxes within the county. Real estate and personal property tax statements are mailed out by March 31. One-half (1/2) of the taxes on real property is due on or before May 15. The remainder is due on or before October 15. Real property taxes not paid by their due date are assessed a penalty on homestead property of 2% until May 31 and increased to 4% on June 1. The penalty on nonhomestead property is assessed at a rate of 4% until May 31 and increased to 8% on June 1. Thereafter, an additional 1% penalty shall accrue each month through October 1 of the collection year for unpaid real property taxes. In the case of the second installment of real property taxes due October 15, a penalty of 2% on homestead property and 4% on nonhomestead property is assessed. The penalty for homestead property increases to 6% on November 1 and again to 8% on December 1. The penalty for nonhomestead property increases to 8% on November 1 and again to 12% on December 1. Personal property taxes remaining unpaid on May 16 are deemed to be delinquent and a penalty of 8% attaches to the unpaid tax. However, personal property that is owned by a tax-exempt entity, but is treated as taxable by virtue of a lease agreement, is subject to the same delinquent property tax penalties as real property.

On the first business day of January of the year following collection all delinquencies are subject to an additional 2% penalty, and those delinquencies outstanding as of February 15 are filed for a tax lien judgment with the district court. By March 20 the county auditor files a publication of legal action and a mailing of notice of action to delinquent parties. Those property interests not responding to this notice have judgment entered for the amount of the delinquency and associated penalties. The amount of the judgment is subject to a variable interest determined annually by the Department of Revenue, and equal to the adjusted prime rate charged by banks but in no event is the rate less than 10% or more than 14%.

Property owners subject to a tax lien judgment generally have three years (3) to redeem the property. After expiration of the redemption period, unredeemed properties are declared tax forfeit with title held in trust by the State of Minnesota for the respective taxing districts. The county auditor, or equivalent thereof, then sells those properties not claimed for a public purpose at auction. The net proceeds of the sale are first dedicated to the satisfaction of outstanding special assessments on the parcel, with any remaining balance in most cases being divided on the following basis: county - 40%; town or city - 20%; and school district - 40%.

### **Property Tax Credits (Chapter 273, Minnesota Statutes)**

In addition to adjusting the taxable value for various property types, primary elements of Minnesota's property tax relief system are: property tax levy reduction aids; the homestead credit refund and the renter's property tax refund, which relate property taxes to income and provide relief on a sliding income scale; and targeted tax relief, which is aimed primarily at easing the effect of significant tax increases. The homestead credit refund, the renter's property tax refund, and targeted credits are reimbursed to the taxpayer upon application by the taxpayer. Property tax levy reduction aid includes educational aids, local governmental aid, equalization aid, county program aid and disparity reduction aid.

### **Debt Limitations**

All Minnesota municipalities (counties, cities, towns and school districts) are subject to statutory "net debt" limitations under the provisions of Minnesota Statutes, Section 475.53. Net debt is defined as the amount remaining after deducting from gross debt the amount of current revenues that are applicable within the current fiscal year to the payment of any debt and the aggregate of the principal of the following:

1. Obligations issued for improvements that are payable wholly or partially from the proceeds of special assessments levied upon benefited property.
2. Warrants or orders having no definite or fixed maturity.
3. Obligations payable wholly from the income from revenue producing conveniences.

4. Obligations issued to create or maintain a permanent improvement revolving fund.
5. Obligations issued for the acquisition and betterment of public waterworks systems, and public lighting, heating or power systems, and any combination thereof, or for any other public convenience from which revenue is or may be derived.
6. Certain debt service loans and capital loans made to school districts.
7. Certain obligations to repay loans.
8. Obligations specifically excluded under the provisions of law authorizing their issuance.
9. Certain obligations to pay pension fund liabilities.
10. Debt service funds for the payment of principal and interest on obligations other than those described above.
11. Obligations issued to pay judgments against the municipality.

**Levies for General Obligation Debt  
(Sections 475.61 and 475.74, Minnesota Statutes)**

Any municipality that issues general obligation debt must, at the time of issuance, certify levies to the county auditor of the county(ies) within which the municipality is situated. Such levies shall be in an amount that if collected in full will, together with estimates of other revenues pledged for payment of the obligations, produce at least five percent in excess of the amount needed to pay principal and interest when due. Notwithstanding any other limitations upon the ability of a taxing unit to levy taxes, its ability to levy taxes for a deficiency in prior levies for payment of general obligation indebtedness is without limitation as to rate or amount.

**Metropolitan Revenue Distribution (Chapter 473F, Minnesota Statutes)  
“Fiscal Disparities Law”**

The Charles R. Weaver Metropolitan Revenue Distribution Act, more commonly known as “Fiscal Disparities,” was first implemented for taxes payable in 1975. Forty percent of the increase in commercial-industrial (including public utility and railroad) net tax capacity valuation since 1971 in each assessment district in the Minneapolis/St. Paul seven-county metropolitan area (Anoka, Carver, Dakota, excluding the City of Northfield, Hennepin, Ramsey, Scott, excluding the City of New Prague, and Washington Counties) is contributed to an area-wide tax base. A distribution index, based on the factors of population and real property market value per capita, is employed in determining what proportion of the net tax capacity value in the area-wide tax base shall be distributed back to each assessment district.

**STATUTORY FORMULAE: CONVERSION OF TAXABLE MARKET VALUE (TMV) TO  
NET TAX CAPACITY FOR MAJOR PROPERTY CLASSIFICATIONS**

<u>Property Type</u>	<u>Local Tax Payable 2011-2014</u>	<u>Local Tax Payable 2015</u>
<b>Residential Homestead (1a)</b>		
Up to \$500,000	1.00%	1.00%
Over \$500,000	1.25%	1.25%
<b>Residential Non-homestead</b>		
Single Unit (4bb1)		
Up to \$500,000	1.00%	1.00%
Over \$500,000	1.25%	1.25%
1-3 unit and undeveloped land (4b1)	1.25%	1.25%
<b>Market Rate Apartments</b>		
Regular (4a)	1.25%	1.25%
Low-Income (4d)	0.75%	
Up to \$100,000		0.75%
Over \$100,000		0.25%
<b>Commercial/Industrial/Public Utility (3a)</b>		
Up to \$150,000	1.50% <sup>(a)</sup>	1.50% <sup>(a)</sup>
Over \$150,000	2.00% <sup>(a)</sup>	2.00% <sup>(a)</sup>
Electric Generation Machinery	2.00%	2.00%
<b>Commercial Seasonal Residential</b>		
Homestead Resorts (1c)		
Up to \$600,000	0.55%	0.55%
\$600,000 - \$2,300,000	1.00%	1.00%
Over \$2,300,000	1.25% <sup>(a)</sup>	1.25% <sup>(a)</sup>
Seasonal Resorts (4c)		
Up to \$500,000	1.00% <sup>(a)</sup>	1.00% <sup>(a)</sup>
Over \$500,000	1.25% <sup>(a)</sup>	1.25% <sup>(a)</sup>
<b>Non-Commercial (4c12)</b>		
Up to \$500,000	1.00% <sup>(a)(b)</sup>	1.00% <sup>(a)(b)</sup>
Over \$500,000	1.25% <sup>(a)(b)</sup>	1.25% <sup>(a)(b)</sup>
<b>Disabled Homestead (1b)</b>		
Up to \$50,000	0.45%	0.45%
<b>Agricultural Land &amp; Buildings</b>		
Homestead (2a)		
Up to \$500,000	1.00%	1.00%
Over \$500,000	1.25%	1.25%
Remainder of Farm		
Up to \$1,900,000 <sup>(c)</sup>	0.50% <sup>(b)</sup>	0.50% <sup>(b)</sup>
Over \$1,900,000 <sup>(c)</sup>	1.00% <sup>(b)</sup>	1.00% <sup>(b)</sup>
Non-homestead (2b)	1.00% <sup>(b)</sup>	1.00% <sup>(b)</sup>

<sup>(a)</sup> State tax is applicable to these classifications.

<sup>(b)</sup> Exempt from referendum market value based taxes.

<sup>(c)</sup> Legislative increases, payable 2015. Historical valuations are: Payable 2014 - \$1,500,000; Payable 2013 - \$1,290,000; Payable 2012 - \$1,210,000; and Payable 2011 - \$1,140,000.

**NOTE:** For purposes of the State general property tax only, the net tax capacity of non-commercial class 4c(1) seasonal residential recreational property has the following class rate structure: First \$76,000 – 0.40%; \$76,000 to \$500,000 – 1.00%; and over \$500,000 – 1.25%. In addition to the State tax base exemptions referenced by property classification, airport property exempt from city and school district property taxes under M.S. 473.625 is exempt from the State general property tax (MSP International Airport and Holman Field in St. Paul are exempt under this provision).

**EXCERPT OF 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

Data on the following pages has been extracted from the City's audited Comprehensive Annual Financial Report (CAFR) for fiscal year ended December 31, 2014. The reader should be aware that the complete financial statements may contain additional information which may interpret, explain or modify the data presented here.

The City's Comprehensive Annual Financial Reports for the fiscal years ended December 31, 1984 through 2013, were awarded the Certificate of Achievement For Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA). The Certificate of Achievement is the highest form of recognition for excellence in State and local government financial reporting. The City has submitted its CAFR for the 2014 fiscal year to GFOA.

In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Comprehensive Annual Financial Report (CAFR), whose contents conform to program standards. Such CAFR must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only.

**FINANCIAL SECTION –  
INDEPENDENT AUDITOR’S REPORT AND MD&A**

## **II. FINANCIAL SECTION**

INDEPENDENT AUDITOR'S REPORT

To the City Council and Management  
City of Shoreview, Minnesota

**REPORT ON THE FINANCIAL STATEMENTS**

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Shoreview, Minnesota (the City) as of and for the year ended December 31, 2014, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

**MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**AUDITOR'S RESPONSIBILITY**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

**OPINIONS**

In our opinion, the financial statements referred to on the previous page present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2014, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

**OTHER MATTERS**

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, and the respective budgetary comparison information for the General Fund and the major special revenue funds, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, the combining and individual nonmajor fund statements and schedules, the supplementary financial information, and statistical section, as listed in the table of contents, are presented for purposes of additional analysis and are not required parts of the basic financial statements.

The combining and individual nonmajor fund statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, supplementary financial information, and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*Malloy, Montague, Karnowski, Rademich & Co., P. A.*

Minneapolis, Minnesota  
May 20, 2015

## Management's Discussion and Analysis

As management of the City of Shoreview, Minnesota (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2014. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages iii–vii of this report.

### Financial Highlights

- The assets of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$93,262,596 (net position). Of this amount, \$22,046,186 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$6,478,880 as a result of a \$5,390,719 increase in net position for governmental activities and a \$1,088,161 increase in net position for business-type activities.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$19,775,799, an increase of \$3,434,399 in comparison with the prior year. Approximately 17.6 percent of this amount (\$3,475,514) is considered unassigned and available for spending at the City's discretion.
- The unassigned fund balance for the General Fund was \$4,383,445 or 47.8 percent of the total General Fund expenditures. Fund balance in the General Fund increased \$143,792 during the year.
- The City's total governmental activity bonded and certificate of participation debt increased by \$2,400,000 (excluding premiums) from the prior year. During 2013 the City issued \$1,380,000 of general obligation street refunding bonds in order to take advantage of lower interest rates to reduce future interest costs. Due to the structure of the refunding issue the City is required to report both the principal of the new refunding issue and old refunded bonds (\$1,385,000) on its financial statements until the refunded (old) bonds are called for redemption on February 1, 2015. The City has placed \$1,397,098 in escrow for the payment of principal on the refunded (old) bonds and interest on the refunding bonds on the call date. During 2014 the City issued \$4,770,000 of general obligation refunding bonds in order to take advantage of lower interest rates to reduce future interest costs and to eliminate the risk that the federal government will further reduce or eliminate the federal direct pay tax credits on the refunded bonds. The refunded bonds will be called for redemption on February 1, 2015, due to the structure of the refunding the City is required to report both the principal of the new refunding issue and old refunded bonds (\$5,145,000) on its financial statements until the call date.
- During 2014 the City's business-type activity bonded debt increased \$260,000 (excluding premiums) from the prior year. During 2014 the City issued \$1,910,000 of general obligation refunding bonds in order to take advantage of lower interest rates to reduce future interest costs and to eliminate the risk that the federal government will further reduce or eliminate the federal direct pay tax credits on the refunded bonds. The refunded bonds will be called for redemption on February 1, 2015, due to the structure of the refunding the City is required to report both the principal of the new refunding issue and old refunded bonds (\$2,125,000) on its financial statements until the call date.

- The City's capital assets decreased \$1,887,742, or 2.9% for governmental activities, and increased \$575,942 or 1.8% for business type activities.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the City's assets and liabilities, and deferred inflows/outflows (as applicable), with the differences reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through use fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, parks and recreation, and community development. The business-type activities of the City include water, sewer, surface water management, and street light services.

The government-wide financial statements can be found on pages 21-23 of this report.

**Fund financial statements.** A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the City's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental funds.** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements.

By doing so, readers may better understand the long-term impact of the City's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nine individual major governmental funds. Information is presented separately in the governmental fund Balance Sheet and in the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, Community Center Operation Fund, Recreation Programs Fund, G.O. Improvement Bonds of 2013 Fund, Municipal State Aid Fund, Street Renewal Fund, General Fixed Asset Replacement Fund, Community Investment Fund, and Owasso Street Realignment Fund which are considered to be major funds.

Data from all other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The basic governmental fund financial statements can be found on pages 24-28 of this report.

**Proprietary funds.** The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water, sewer, surface water management, and street light operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its central garage, short-term disability insurance, and liability claims functions. Because each of these services predominantly benefits governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water, sewer, surface water management, and street light operations, which are considered to be major funds of the City. Conversely, all three internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 29-31 of this report.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The City's only fiduciary fund is an agency fund.

The agency fund Statement of Assets and Liabilities can be found on page 32 of this report.

**Notes to basic financial statements.** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to basic financial statements can be found on pages 33-69 of this report.

**Other information.** The City adopts an annual appropriated budget for its General Fund and special revenue funds. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with their respective budgets. For the General Fund and major special revenue funds these schedules are presented as required supplementary information following the Notes to Financial Statements, while budgetary schedules for nonmajor special revenue funds are included within the Combining and Individual Nonmajor Funds Statements and Schedules section of this report. The combining statements referred to earlier in connection with nonmajor governmental funds, internal service funds, and fiduciary funds are presented immediately following the required supplementary information on budgeted comparisons. Combining and individual fund statements and schedules can be found on pages 82-116 of this report.

### Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities and deferred inflows of resources by \$93,262,596 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (\$63,738,325 or 68 percent) reflects its investment in capital assets (e.g. infrastructure, land, buildings, and machinery and equipment) less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

	Governmental Activities		Business-Type Activities		Total	
	2014	2013	2014	2013	2014	2013
Current and other assets	\$ 31,204,693	\$ 20,827,005	\$ 10,927,324	\$ 9,951,672	\$ 42,132,017	\$ 30,778,677
Capital assets	63,137,320	65,025,062	32,335,619	31,759,677	95,472,939	96,784,739
<b>Total assets</b>	<b>\$ 94,342,013</b>	<b>\$ 85,852,067</b>	<b>\$ 43,262,943</b>	<b>\$ 41,711,349</b>	<b>\$ 137,604,956</b>	<b>\$ 127,563,416</b>
Long-term liabilities outstanding	\$ 21,153,699	\$ 23,992,607	\$ 8,719,250	\$ 9,669,699	\$ 29,872,949	\$ 33,662,306
Other liabilities	9,410,553	4,590,582	3,348,797	1,934,915	12,759,350	6,525,497
<b>Total liabilities</b>	<b>\$ 30,564,252</b>	<b>\$ 28,583,189</b>	<b>\$ 12,068,047</b>	<b>\$ 11,604,614</b>	<b>\$ 42,632,299</b>	<b>\$ 40,187,803</b>
Deferred inflows of resources	\$ 1,710,061	\$ 591,897	\$ -	\$ -	\$ 1,710,061	\$ 591,897
Net position						
Net investment in capital assets	\$ 40,908,853	\$ 41,391,324	\$ 22,829,472	\$ 21,332,825	\$ 63,738,325	\$ 62,724,149
Restricted	7,253,717	4,646,335	224,368	217,442	7,478,085	4,863,777
Unrestricted	13,905,130	10,639,322	8,141,056	8,556,468	22,046,186	19,195,790
<b>Total net position</b>	<b>\$ 62,067,700</b>	<b>\$ 56,676,981</b>	<b>\$ 31,194,896</b>	<b>\$ 30,106,735</b>	<b>\$ 93,262,596</b>	<b>\$ 86,783,716</b>

An additional portion of the City's net position (\$7,478,085 or 8 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (\$22,046,186 or 24 percent) may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all three categories of net position, both for the City as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

The net position of the City as a whole increased \$6,478,880 (7.5 percent) from \$86,783,716 at December 31, 2013 to \$93,262,596 at December 31, 2014. Governmental activities increased \$5,390,719 (9.5 percent) from the prior year while the business-type activities increased \$1,088,161 (3.6 percent) during the same period.

**Governmental activities.** Governmental activities increased the City's net position by \$5,390,719. Key elements of this increase are as follows:

City of Shoreview's Changes in Net Position

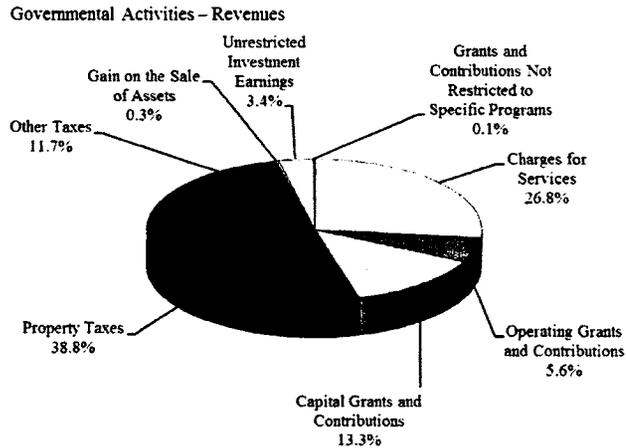
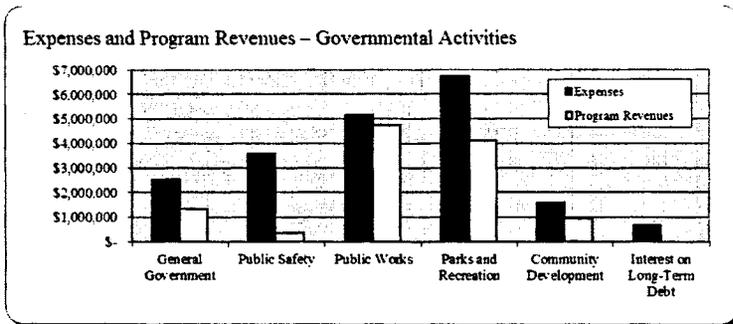
	Governmental Activities		Business-Type Activities		Total	
	2014	2013	2014	2013	2014	2013
<b>Revenues</b>						
Program revenues						
Charges for services	\$ 6,755,464	\$ 6,881,592	\$ 8,207,503	\$ 8,168,230	\$ 14,962,967	\$ 15,049,822
Operating grants and contributions	1,401,114	1,345,155	-	-	1,401,114	1,345,155
Capital grants and contributions	3,360,726	911,375	173,961	76,008	3,534,687	987,383
General revenues						
Property taxes	9,776,446	9,666,218	-	-	9,776,446	9,666,218
Tax increment collections	1,816,702	1,882,775	-	-	1,816,702	1,882,775
Franchise tax	1,120,948	456,242	-	-	1,120,948	456,242
Grants and contributions not restricted to specific programs	33,218	33,500	-	-	33,218	33,500
Unrestricted investment earnings	849,339	(553,422)	328,537	(235,147)	1,177,876	(788,569)
Gain on disposal of capital assets	78,143	56,763	-	-	78,143	56,763
<b>Total revenues</b>	<b>25,192,100</b>	<b>20,680,198</b>	<b>8,710,001</b>	<b>8,009,091</b>	<b>33,902,101</b>	<b>28,689,289</b>
<b>Expenses</b>						
General government	2,529,960	2,582,399	-	-	2,529,960	2,582,399
Public safety	3,568,459	3,543,388	-	-	3,568,459	3,543,388
Public works	5,178,104	6,798,886	-	-	5,178,104	6,798,886
Parks and recreation	6,726,335	6,123,840	-	-	6,726,335	6,123,840
Community development	1,580,709	2,210,253	-	-	1,580,709	2,210,253
Interest on long-term debt	680,281	730,200	-	-	680,281	730,200
Water	-	-	2,251,547	2,238,481	2,251,547	2,238,481
Sewer	-	-	3,569,836	3,498,374	3,569,836	3,498,374
Surface water management	-	-	1,032,375	954,828	1,032,375	954,828
Street lights	-	-	305,615	295,949	305,615	295,949
<b>Total expenses</b>	<b>20,263,848</b>	<b>21,988,966</b>	<b>7,159,373</b>	<b>6,987,632</b>	<b>27,423,221</b>	<b>28,976,598</b>
Increase (decrease) in net position before transfers	4,928,252	(1,308,768)	1,550,628	1,021,459	6,478,880	(287,309)
Transfers	462,467	(130,957)	(462,467)	130,957	-	-
Increase (decrease) in net position	5,390,719	(1,439,725)	1,088,161	1,152,416	6,478,880	(287,309)
Net position - January 1	56,676,981	58,116,706	30,106,735	28,954,319	86,783,716	87,071,025
Net position - December 31	<b>\$ 62,067,700</b>	<b>\$ 56,676,981</b>	<b>\$ 31,194,896</b>	<b>\$ 30,106,735</b>	<b>\$ 93,262,596</b>	<b>\$ 86,783,716</b>

- Charges for services for governmental activities decreased \$126,128 (1.8 percent) during the year. Significant changes from 2013 to 2014 include a \$118,360 (8.4 percent) decrease in general government charges, an \$85,367 (9.3 percent) decrease in public works charges, and a \$93,009 (2.5 percent) increase in parks and recreation charges. The general government and public works decreases are due mainly to decreases in administrative and engineering charges to capital project funds as a result of decreased City construction activity in 2014, (\$157,589) and (\$119,334) for general government and public works respectively. Increases in park and recreation charges are a result of increased recreation program fees (\$33,925) and community center daily admissions and membership fees (\$31,309). Revenues for public safety and community development are consistent with prior years in both amounts and types of revenue.
- Operating grants and contributions increased \$55,959 (4.2 percent) during the year. Significant changes from 2013 to 2014 included a \$114,102 increase in public safety, a \$255,269 decrease in public works and a \$202,450 increase in community development. The public safety increase is a result of increases in a state fire aid grant. The public works decrease is primarily the result of decreases in operating grants from other local governments for reimbursement of their allocated share of costs of the County Road D and Owasso Street Reconstruction projects. The community development increase is a result of a Metropolitan Council Livable Communities Act housing grant for the Lakeview Terrace apartment project.
- Capital grants and contributions increased \$2,449,351 (268.8 percent) during the year. Significant increases from 2013 to 2014 included a \$2,209,679 increase in public works and a \$239,672 increase in parks and recreation. The public works increase is primarily the result of the adoption of new assessment rolls (\$1,657,644), other governmental grants (\$452,550) for the construction of infrastructure assets and the contribution of street assets from a developer (\$131,000). The parks and recreation increase is mainly due to park dedication fees.
- Property taxes for governmental activities increased by \$110,228 (1.1 percent) during the year, primarily due to levy increases for the General Fund, Debt Service, Street Renewal, General Fixed Asset Replacement, Information Technology and Special Revenue funds.
- Tax increment collections for governmental activities decreased by \$66,073 (3.5 percent). This decrease is primarily due to a scheduled decertification of TIF District #5 on December 31, 2013, and the addition of collections from TIF Districts #7 and #9 during 2014.
- Franchise tax collections increased by \$664,706 due to 2014 having a full year of collection of the utility franchise tax which was first collected in the fourth quarter of 2013.
- Investment earnings increased by \$1,402,761 (253.5 percent) during the year due in part to year-end adjustments to fair market value (\$613,492).
- Public safety expenses increased by \$25,071 (.7 percent) during the year. The police and fire operating contracts increased by \$144,947. Contributions to the fire department for the City's share of fire department capital costs decreased by \$232,501. The payment of state fire aid to the fire department increased \$114,102.
- Public works expenses decreased by \$1,620,782 (23.8 percent) during the year. The decrease is primarily due to reductions in 2014 of infrastructure assets constructed for other governmental entities for the Red Fox Road, County Road D and Owasso Street Realignment projects (\$2,425,279). Costs associated with these projects were recovered through operating grants and contributions, assessments and future tax increment payments. Increases in expenses include the deletion of infrastructure assets (\$860,600).
- Parks and recreation expenses increased \$602,495 (9.8 percent) during the year. The increase is due to increases in personal services, supplies and contractual services in the

parcs maintenance department (\$81,905). Increases in repairs and maintenance to the community center (\$564,092) and decreases to repairs and maintenance to park facilities (\$104,128).

- Community development expenses decreased by \$629,544 (28.5 percent) during the year. A significant portion of the decrease is the result of decreased developer assistance payments. The City makes pay as you go tax increment financing note payments to various properties within the City; note payments increased \$183,347 in 2014 due to the addition of notes in TIF Districts #7 and #9.

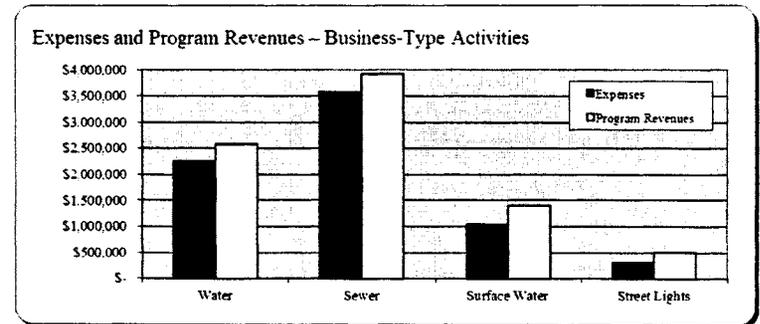
The following two graphs provide comparisons of the governmental activities revenues and expenses.



**Business-type activities.** Business-type activities increased the City's net position by \$1,088,161. Key elements of this increase are as follows:

- Charges for services for business-type activities increased \$39,273 (.5 percent). Water operations decreased \$213,628 (7.9 percent), this decrease was due to a water rate increase of 4.2 percent for the average residential customer, and a 12.6 percent decrease in the gallons of water sold during the year. Sewer operations increased \$82,287 (2.2 percent), rates increased 3.0% and winter residential water consumption decreased .9 percent, which provides the basis for residential sewer charges. Surface Water operations had an increase of \$150,119 (12.3 percent), due to a 10 percent rate increase, which resulted in a quarterly increase of \$1.93 per residential unit. Street Light operations had an increase of \$20,495 (4.3 percent), due to the impact of a street light rate increase of 4 percent, which resulted in a quarterly increase of \$0.38 per residential unit.
- Capital grants and contributions during the year produced \$173,961 in revenue for business-type activities. This consists of intergovernmental capital grants (\$72,914), and contributions from property owners (\$101,047).
- Expenses for business-type activities increased \$171,741 (2.5 percent). The Sewer fund accounts for \$71,462 of the increase due to an increase in sewage treatment costs (\$75,273). The Surface Water fund accounts for \$77,547 of the increase due to increases in contractual services related to Snail Lake augmentation (\$46,989).

The following graph provides comparisons of the business-type activities program revenues and expenses.



**Financial Analysis of the Government's Funds**

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

*Governmental funds.* The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in

assessing the City's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$19,775,799, an increase of \$3,434,399 in comparison with the prior year. Approximately 18 percent of this amount (\$3,475,514) constitutes unassigned fund balance which is available for spending at the government's discretion. The remainder of fund balance is classified as non-spendable in the form of prepaid items, restricted, committed or assigned for specific activities and projects. These amounts are not available for new spending because they are restricted by externally imposed constraints or committed and assigned through internally imposed constraints.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$4,383,445. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned General Fund balance represents 47.8 percent of total General Fund expenditures, while total fund balance represents 48.5 percent of that same amount.

The City's General Fund balance policy establishes a minimum and maximum unassigned fund balance based on the following key factors:

- The unassigned fund balance for working capital needs is equal to 50 percent of the ensuing years General Fund tax levy and levy-based state aids, because taxes and state aids are received in June and December of each year. The working capital allocation is reduced by the balance of nonspendable items at year-end. Budgeted taxes in 2015 are \$186,181 more than in 2014; consequently, the unassigned General Fund balance for working capital increases \$93,091 at the end of the current period. As of year-end the City has met its minimum unassigned working capital balance.
- The maximum unassigned fund balance for unanticipated expenditures at year-end is equal to 10 percent of budgeted ensuing year's expenditures. Ensuing year budgeted expenditures are \$9,607,304 which results in an unassigned fund balance for unanticipated expenditures of \$960,730. As of year-end the City has met its maximum unassigned unanticipated expenditure fund balance.
- The maximum unassigned fund balance is equal to the combined unassigned working capital and unanticipated expenditure fund balances less any nonspendable items. The total for the current fiscal year is \$4,383,445 as compared to \$4,220,635 for the previous year, an increase of \$162,810.

The Community Center Operation Fund balance increased \$145,003. Revenue and transfers increased by \$184,431. Daily admissions and annual membership revenue increased \$31,309, transfers increased \$27,000 and earnings on investments increased \$108,759. Expenditures increased by \$98,631, as a result of increases in materials and supplies (\$49,909) and contractual services (\$46,241).

The Recreation Programs Fund balance increased \$210,047. Program revenue increased \$33,925; the majority of the increase (\$32,814) was a result of a preschool program. Expenditures decreased \$12,290 primarily as a result of decreases in contractual services.

The G.O. Improvement Bond of 2013 fund was established to provide financing for the 2013 Improvement Bonds. Revenue sources are from special assessments and property taxes. The fund balance increased \$161,477.

Fund balances for the Municipal State Aid, Street Renewal, General Fixed Asset Replacement and Community Investment Funds are designed to fluctuate between years depending on the type of operating repairs and capital costs in any given year. Revenues of the Street Renewal and General Fixed Asset Replacement Funds are designed to change gradually from one year to the next, providing a stable revenue stream to support repair and replacement costs that vary due to type, size, and scope. The fund balance of the Municipal State Aid Fund increased \$633,837 due to state aid, special assessments and earnings on investments exceeding planned transfers out for the Red Fox Road, County Road D, and 2013 Street Rehabilitation street construction costs for the current year. The fund balance of the Street Renewal Fund decreased \$62,450. Expenditures in the Street Renewal Fund consisted primarily of public works seal coating repairs. Transfers out in the Street Renewal Fund represent the fund's share of costs for the Cottage Place, Hanson/Oakridge/Nottingham and Red Fox Road street rehabilitation projects. Fund balance increased \$193,737 in the General Fixed Asset Replacement Fund. Significant expenditures in 2014 included the City's capital contribution in the amount of \$156,680 to the Lake Johanna Fire Department, various community center and park and recreation repairs and supplies in the amount of \$614,528, public works trail capital expenditures in the amount of \$125,675. Transfers out in the General Fixed Asset Replacement Fund represent the fund's share of costs for the 2011 Refunding Certificates of Participation (\$180,000), and computer acquisitions (\$83,649). Revenues for the Municipal State Aid, Street Renewal and General Fixed Asset Replacement Funds were consistent with prior years.

The Community Investment Fund was established in 2013 to account for resources dedicated for the acquisition of capital assets which have community wide benefit. Significant revenue sources include utility franchise fees, wireless telecommunication and billboard lease receipts and park dedication fees. The fund balance of the Community Investment fund increased \$1,012,937. Significant expenditures include operating costs in the amount of \$15,224 for park improvements and capital expenditures for trail improvements (\$245,503) and community center improvements (\$21,370). Transfers out represent the fund's share of debt service costs for the 2011 Refunding Certificates of Participation (\$175,000).

The Owasso Street Realignment fund is a temporary capital project fund used to account for infrastructure related costs. This project is scheduled to be completed in 2015.

*Proprietary funds.* The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position in the respective proprietary funds include \$3,930,684 for water, \$3,021,978 for sewer, \$877,305 for surface water management, and \$267,389 for street lights. Water Fund net position increased \$264,795; primarily due to a rate increase and capital contributions. Sewer Fund net position increased \$329,796; primarily due to a rate increase and capital contributions. Surface Water Fund net position increased \$314,727; primarily due to a rate increase and capital contributions. The Street Lights Fund net position increased \$199,323; primarily as a result of a rate increase and capital contributions.

**General Fund Budgetary Highlights**

Total General Fund revenues were \$751,097 more than estimated in the budget. Property taxes were under budget by \$139,117. Licenses and permits surpassed anticipated levels by \$303,533 primarily due to building permits, intergovernmental revenues exceeded budget due to the receipt of unbudgeted State Fire Aid (\$320,917), and charges for services surpassed anticipated levels by \$48,946, primarily as a result of plan check fees.

Total General Fund expenditures were over budget by \$73,759, primarily due to an unbudgeted expenditure to the Lake Johanna Fire Department (Public Safety) associated with the unbudgeted state Fire Aid (\$320,917). Within the general government department, information systems current expenditures were under budget by \$61,494, and capital outlay was over budget by \$48,768, due to a reclassification of wages from current to capital outlay for internally developed software and finance and accounting was under budget due to an open staff position during the year. Within the public works department, streets expenditures were under budget primarily due to staff positions being open during the year. The community development department building inspection current expenditures were over budget as a result of electrical inspection contractual fees. The unbudgeted transfer to the Closed Bonds Fund (\$533,749) was made in accordance with the City's fund balance policy regarding excess fund balance in the General Fund.

**Capital Assets and Debt Administration**

**Capital assets.** The City's investment in capital assets for its governmental and business-type activities as of December 31, 2014 amounts to \$95,472,939 (net of accumulated depreciation). This investment in capital assets includes land, buildings and structures, machinery and equipment, distribution and collection systems, park facilities, roads, trails and sidewalks, and pedestrian tunnels and bridges. The total decrease in the City's investment in capital assets for the current fiscal year was 1.4 percent (a 2.9 percent decrease for governmental activities and a 1.8 percent increase for business-type activities).

City of Shoreview's Capital Assets  
(Net of Depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2014	2013	2014	2013	2014	2013
Land	\$ 7,724,345	\$ 7,724,345	\$ 325,202	\$ 304,202	\$ 8,049,547	\$ 8,028,547
Buildings and structures	24,026,905	24,852,687	4,800,231	4,993,596	28,827,136	29,846,283
Machinery and equipment	4,083,736	4,082,501	1,968,640	2,069,545	6,052,376	6,152,046
Distribution and collection systems	-	-	23,437,089	22,279,179	23,437,089	22,279,179
Infrastructure	24,995,021	22,731,042	-	-	24,995,021	22,731,042
Construction in progress	2,307,313	5,634,487	1,804,457	2,113,155	4,111,770	7,747,642
<b>Total</b>	<b>\$ 63,137,320</b>	<b>\$ 65,025,062</b>	<b>\$ 32,335,619</b>	<b>\$ 31,759,677</b>	<b>\$ 95,472,939</b>	<b>\$ 96,784,739</b>

Major capital asset events during the current fiscal year included the following:

- A variety of capital assets for governmental activities were completed at a cumulative cost of \$5,437,820. Construction in progress at year-end for governmental activities is \$2,307,313.
- Various capital assets for business-type activities were completed at a cumulative cost of \$2,144,707. Construction in progress for business-type activities as of the end of the current fiscal year is \$1,804,457.

Additional information on the City's capital assets can be found in Note 5 of the notes to financial statements.

**Long-term debt.** At the end of the current fiscal year, the City had total bonded debt outstanding of \$29,990,000 (excluding unamortized premiums), an increase of \$3,010,000 from 2013. The entire bonded debt amount is backed by the full faith and credit of the City. An additional \$3,635,000 of outstanding certificates of participation financed building improvements and a \$6,000,000 loan payable financed land acquisition. Unamortized premium on City debt totaled \$632,915. The remaining liability is for compensated absences totaling \$365,672.

City of Shoreview's Outstanding Debt  
General Obligation, Revenue Bonds, Long-Term Notes, Loans, and Compensated Absences

	Governmental Activities		Business-Type Activities		Total	
	2014	2013	2014	2013	2014	2013
General obligation improvement bonds	\$ 2,697,021	\$ 2,857,200	\$ -	\$ -	\$ 2,697,021	\$ 2,857,200
General obligation tax increment bonds	350,000	690,000	-	-	350,000	690,000
General obligation bonds	15,993,291	12,584,469	-	-	15,993,291	12,584,469
General obligation revenue bonds	-	-	11,582,603	11,251,758	11,582,603	11,251,758
Certificates of participation	3,635,000	3,985,000	-	-	3,635,000	3,985,000
Loans payable	6,000,000	6,000,000	-	-	6,000,000	6,000,000
Compensated absences	286,288	270,837	79,384	74,814	365,672	345,651
<b>Total</b>	<b>\$ 28,961,600</b>	<b>\$ 26,387,506</b>	<b>\$ 11,661,987</b>	<b>\$ 11,326,572</b>	<b>\$ 40,623,587</b>	<b>\$ 37,714,078</b>

The City maintains a bond rating from Standard & Poor's Financial Services, LLC of AAA for general obligation debt.

State statutes limit the amount of general obligation debt a Minnesota city may issue to 3 percent of total estimated market value. The current debt limitation for the City is \$72,386,496. The City's net debt applicable to this limit totals \$16,872,663.

Additional information on the City's long-term debt can be found in Note 6 of the notes to financial statements.

**Economic Factors and Next Year's Budgets and Rates**

- The annual average unemployment rate (not seasonally adjusted) for the City is currently 3.2 percent, which compares favorably to 4.1 percent unemployment for the state of Minnesota, and 6.2 percent unemployment nationally.
- The current property tax collection rate for the current period is 99.1 percent.
- Building permit activity in the current period resulted in permit valuation equal to \$40.3 million. New residential and commercial construction accounted for 66 percent of building permit values. Reinvestment in homes through improvements to property by homeowners accounted for 21 percent of building permit values, and commercial property accounted for the remaining 13 percent of building permit values.
- The 2015 adopted levy supports the 2015 budget.

All of these factors were considered in preparing the City's budget for the 2015 fiscal year.

Water, sewer, surface water management, and street light rates were increased for the 2015 budget year. The increase for the average customer was 7.0 percent for water, 3.0 percent for sewer, 10.0 percent for surface water management, and 4.0 percent for street lights. The total impact on the average residential customer is estimated to be 5.1 percent. These rate increases were necessary to support operating costs, capital costs, and debt repayment.

### **Requests for Information**

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 4600 Victoria Street North, Shoreview, Minnesota 55126.

**FINANCIAL SECTION –  
BASIC FINANCIAL STATEMENTS**

## **BASIC FINANCIAL STATEMENTS**

CITY OF SHOREVIEW, MINNESOTA  
Statement of Net Position  
December 31, 2014

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
<b>Assets</b>			
Cash and investments	\$ 26,764,952	\$ 8,665,385	\$ 35,430,337
Restricted cash with escrow agent	1,397,098	–	1,397,098
Accrued interest receivable	55,319	21,245	76,564
Accounts receivable	355,290	2,022,358	2,377,648
Loan receivable	150,663	–	150,663
Taxes receivable	122,715	–	122,715
Special assessments receivable	2,019,630	58,237	2,077,867
Internal balances	(43,700)	43,700	–
Due from other governmental units	51,394	114,274	165,668
Prepaid items	67,954	2,125	70,079
Property held for resale	263,378	–	263,378
Capital assets			
Nondepreciable	10,031,658	2,129,659	12,161,317
Depreciable (net of accumulated depreciation)	53,105,662	30,205,960	83,311,622
<b>Total assets</b>	<b>94,342,013</b>	<b>43,262,943</b>	<b>137,604,956</b>
<b>Liabilities</b>			
Accounts payable	303,576	190,277	493,853
Salaries payable	152,749	34,035	186,784
Contracts payable	209,155	–	209,155
Accrued bond interest payable	255,519	134,494	390,013
Deposits payable	527,884	8,308	536,192
Due to other governmental units	34,231	38,946	73,177
Unearned revenue	119,538	–	119,538
Compensated absences payable			
Due within one year	27,901	7,737	35,638
Due in more than one year	258,387	71,647	330,034
Loan payable			
Due in more than one year	6,000,000	–	6,000,000
Certificates of participation payable			
Due within one year	360,000	–	360,000
Due in more than one year	3,275,000	–	3,275,000
Bonds payable			
Due within one year	7,420,000	2,935,000	10,355,000
Due in more than one year	11,620,312	8,647,603	20,267,915
<b>Total liabilities</b>	<b>30,564,252</b>	<b>12,068,047</b>	<b>42,632,299</b>
Deferred inflows of resources			
State Aid received for subsequent years	1,710,061	–	1,710,061
<b>Net position</b>			
Net investment in capital assets	40,908,853	22,829,472	63,738,325
Restricted for			
Business loan program	165,777	–	165,777
Cable television	31,037	–	31,037
Debt service	3,202,634	–	3,202,634
Economic development	41,917	–	41,917
Housing and redevelopment	85,343	–	85,343
Recycling	266,654	–	266,654
Trunk facility	–	224,368	224,368
Tax increment purposes	3,460,355	–	3,460,355
Unrestricted	13,905,130	8,141,056	22,046,186
<b>Total net position</b>	<b>\$ 62,067,700</b>	<b>\$ 31,194,896</b>	<b>\$ 93,262,596</b>

The accompanying notes are an integral part of these financial statements.



CITY OF SHOREVIEW, MINNESOTA  
 Balance Sheet  
 Governmental Funds  
 December 31, 2014

	General	Community Center Operation	Recreation Programs	G.O. Improvement Bonds of 2013	Municipal State Aid	Street Renewal	General Fixed Asset Replacement	Community Investment	Owasso Street Realignment	Other Governmental Funds	Intra-Activity Eliminations	Total Governmental Funds
<b>Assets</b>												
Cash and investments	\$ 4,913,291	\$ 1,407,573	\$ 987,690	\$ 229,263	\$ 2,539,182	\$ 2,511,404	\$ 797,714	\$ 1,215,369	\$ -	\$ 5,875,905	\$ -	\$ 20,477,391
Restricted cash with escrow agent	-	-	-	-	-	-	-	-	-	1,397,098	-	1,397,098
Accrued interest receivable	12,768	4,263	2,882	314	4,633	8,130	1,733	3,361	-	13,265	-	51,349
Accounts receivable (net of allowance for uncollectibles)	45,780	1,664	-	-	-	-	2,467	210,869	3,187	82,708	-	346,675
Loan receivable	-	-	-	-	-	-	-	-	-	150,663	-	150,663
Taxes receivable	52,514	-	-	-	-	7,243	10,958	(945)	-	51,552	-	121,322
Special assessments receivable	-	-	-	1,577,963	8	80,732	-	-	-	360,927	-	2,019,630
Interfund receivable	-	-	-	-	-	-	-	-	-	863,738	(863,738)	-
Due from other governmental units	12,799	-	-	-	-	-	-	-	-	6,529	-	19,328
Prepaid items	63,953	1,722	88	-	-	-	-	-	-	540	-	66,303
Property held for resale	-	-	-	-	-	-	-	263,378	-	-	-	263,378
<b>Total assets</b>	<b>\$ 5,101,105</b>	<b>\$ 1,415,222</b>	<b>\$ 990,660</b>	<b>\$ 1,807,540</b>	<b>\$ 2,543,823</b>	<b>\$ 2,607,509</b>	<b>\$ 812,872</b>	<b>\$ 1,692,032</b>	<b>\$ 3,187</b>	<b>\$ 8,802,925</b>	<b>\$ (863,738)</b>	<b>\$ 24,913,137</b>
<b>Liabilities</b>												
Accounts payable	\$ 53,647	\$ 71,565	\$ 6,707	\$ 343	\$ -	\$ -	\$ 90,348	\$ 563	\$ 6,374	\$ 40,761	\$ -	\$ 270,308
Salaries payable	89,910	42,066	11,515	-	-	-	-	-	-	3,265	-	146,756
Contracts payable	-	-	-	-	-	125,220	38,637	4,292	41,006	-	-	209,155
Deposits payable	439,145	88,739	-	-	-	-	-	-	-	-	-	527,884
Interfund payable	-	-	-	-	-	-	-	-	863,738	-	(863,738)	-
Due to other governmental units	13,941	19,310	656	-	-	-	-	-	-	-	-	33,907
Unearned revenue	2,950	-	-	-	-	-	-	116,588	-	-	-	119,538
<b>Total liabilities</b>	<b>599,593</b>	<b>221,680</b>	<b>18,878</b>	<b>343</b>	<b>-</b>	<b>125,220</b>	<b>128,985</b>	<b>121,443</b>	<b>911,118</b>	<b>44,026</b>	<b>(863,738)</b>	<b>1,307,548</b>
<b>Deferred inflows of resources</b>												
Unavailable revenue - property taxes	44,053	-	-	-	-	5,735	8,585	181	-	49,698	-	108,252
Unavailable revenue - special assessments	-	-	-	1,577,963	8	76,420	-	-	-	357,086	-	2,011,477
State aid received for subsequent years	10,061	-	-	-	1,700,000	-	-	-	-	-	-	1,710,061
<b>Total deferred inflows of resources</b>	<b>54,114</b>	<b>-</b>	<b>-</b>	<b>1,577,963</b>	<b>1,700,008</b>	<b>82,155</b>	<b>8,585</b>	<b>181</b>	<b>-</b>	<b>406,784</b>	<b>-</b>	<b>3,829,790</b>
<b>Fund balances (deficits)</b>												
Nonspendable	63,953	1,722	88	-	-	-	-	-	-	540	-	66,303
Restricted	-	-	-	229,234	-	-	-	-	-	6,867,877	-	7,097,111
Committed	-	1,191,820	971,694	-	-	2,400,134	675,302	1,570,408	-	236,963	-	7,046,321
Assigned	-	-	-	-	843,815	-	-	-	-	1,246,735	-	2,090,550
Unassigned	4,383,445	-	-	-	-	-	-	-	(907,931)	-	-	3,475,514
<b>Total fund balances (deficits)</b>	<b>4,447,398</b>	<b>1,193,542</b>	<b>971,782</b>	<b>229,234</b>	<b>843,815</b>	<b>2,400,134</b>	<b>675,302</b>	<b>1,570,408</b>	<b>(907,931)</b>	<b>8,352,115</b>	<b>-</b>	<b>19,775,799</b>
<b>Total liabilities, deferred inflows of resources, and fund balances (deficits)</b>	<b>\$ 5,101,105</b>	<b>\$ 1,415,222</b>	<b>\$ 990,660</b>	<b>\$ 1,807,540</b>	<b>\$ 2,543,823</b>	<b>\$ 2,607,509</b>	<b>\$ 812,872</b>	<b>\$ 1,692,032</b>	<b>\$ 3,187</b>	<b>\$ 8,802,925</b>	<b>\$ (863,738)</b>	<b>\$ 24,913,137</b>

Fund balance reported above \$ 19,775,799  
 Amounts reported for governmental activities in the Statement of Net Position are different because:  
 Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. 54,878,699  
 Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds. 2,119,729  
 Internal service funds are used by management to charge costs to individual funds.  
 The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position. 4,520,896  
 Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds. (19,227,423)  
**Net position of governmental activities \$ 62,067,700**

The accompanying notes are an integral part of these financial statements.

The accompanying notes are an integral part of these financial statements.

**CITY OF SHOREVIEW, MINNESOTA**  
Statement of Revenues, Expenditures,  
and Changes in Fund Balances  
Governmental Funds  
For The Year Ended December 31, 2014

	General	Community Center Operation	Recreation Programs	G.O. Improvement Bonds of 2013	Municipal State Aid	Street Renewal	General Fixed Asset Replacement	Community Investment	Owasso Street Realignment	Other Governmental Funds	Intra- Activity Eliminations	Total Governmental Funds
<b>Revenues</b>												
<b>Taxes</b>												
General property taxes	\$ 6,698,037	\$ -	\$ -	\$ -	\$ -	\$ 879,726	\$ 1,319,766	\$ (1,813)	\$ -	\$ 722,108	\$ -	\$ 9,617,824
Tax increments	-	-	-	-	-	-	-	-	-	1,811,837	-	1,811,837
Franchise tax	-	-	-	-	-	-	-	789,645	-	331,303	-	1,120,948
Special assessments	-	-	-	160,182	925	17,653	-	-	-	83,553	-	262,313
Licenses and permits	628,033	-	-	-	-	-	-	-	-	-	-	628,033
Intergovernmental	574,419	-	-	-	652,354	-	-	-	1,038,761	208,622	-	2,474,156
Charges for services	1,352,056	2,401,381	1,419,065	-	-	-	-	-	-	526,361	-	5,698,863
Fines and forfeits	49,430	-	-	-	-	-	-	-	-	-	-	49,430
Earnings on investments	197,442	65,924	44,575	4,853	71,646	125,734	26,792	51,970	-	198,829	-	787,765
Billboard fees	-	-	-	-	-	-	-	50,300	-	-	-	50,300
Antenna fees	-	-	-	-	-	-	-	300,670	-	-	-	300,670
Park dedication fees	-	-	-	-	-	-	-	279,262	-	-	-	279,262
Other	28,974	13,529	48	-	-	-	-	-	3,187	40,766	-	86,504
<b>Total revenues</b>	<b>9,528,391</b>	<b>2,480,834</b>	<b>1,463,688</b>	<b>165,035</b>	<b>724,925</b>	<b>1,023,113</b>	<b>1,346,558</b>	<b>1,470,034</b>	<b>1,041,948</b>	<b>3,923,379</b>	<b>-</b>	<b>23,167,905</b>
<b>Expenditures</b>												
<b>Current</b>												
General government	2,036,384	-	-	-	-	-	-	-	-	316,408	-	2,352,792
Public safety	3,326,747	-	-	-	-	-	156,680	-	-	-	-	3,483,427
Public works	1,473,395	-	-	-	-	291,699	-	-	178,460	670,894	-	2,614,448
Parks and recreation	1,690,438	2,674,831	1,223,641	-	-	-	614,528	15,224	-	-	-	6,218,662
Community development	598,321	-	-	-	-	-	-	-	202,450	780,365	-	1,581,136
<b>Capital outlay</b>												
General government	48,768	-	-	-	-	-	-	-	-	33,025	-	81,793
Public works	-	-	-	-	-	-	125,675	245,503	274,618	851,214	-	1,497,010
Parks and recreation	-	-	-	-	-	-	-	21,370	-	-	-	21,370
<b>Debt service</b>												
Principal	-	-	-	-	-	-	-	-	-	1,265,000	-	1,265,000
Interest	-	-	-	38,881	-	-	-	-	-	369,330	-	408,211
Fiscal charges	-	-	-	343	-	-	-	-	-	4,911	-	5,254
<b>Total expenditures</b>	<b>9,174,053</b>	<b>2,674,831</b>	<b>1,223,641</b>	<b>39,224</b>	<b>-</b>	<b>291,699</b>	<b>896,883</b>	<b>282,097</b>	<b>655,528</b>	<b>4,291,147</b>	<b>-</b>	<b>19,529,103</b>
<b>Revenues over (under) expenditures</b>	<b>354,338</b>	<b>(193,997)</b>	<b>240,047</b>	<b>125,811</b>	<b>724,925</b>	<b>731,414</b>	<b>449,675</b>	<b>1,187,937</b>	<b>386,420</b>	<b>(367,768)</b>	<b>-</b>	<b>3,638,802</b>
<b>Other financing sources (uses)</b>												
Issuance of refunding debt	-	-	-	-	-	-	-	-	-	100,000	-	100,000
Premium on debt issuance	-	-	-	-	-	-	-	-	-	5,822	-	5,822
Payment to refunded bond escrow agent	-	-	-	-	-	-	-	-	-	(860,000)	-	(860,000)
Sale of capital assets	203	-	-	-	-	-	7,711	-	-	-	-	7,914
Transfers in	692,000	339,000	70,000	35,666	-	-	-	-	-	2,362,810	(2,957,615)	541,861
Transfers out	(902,749)	-	(100,000)	-	(91,088)	(793,864)	(263,649)	(175,000)	-	(631,265)	2,957,615	-
<b>Total other financing sources (uses)</b>	<b>(210,546)</b>	<b>339,000</b>	<b>(30,000)</b>	<b>35,666</b>	<b>(91,088)</b>	<b>(793,864)</b>	<b>(255,938)</b>	<b>(175,000)</b>	<b>-</b>	<b>977,367</b>	<b>-</b>	<b>(204,403)</b>
<b>Net change in fund balances</b>	<b>143,792</b>	<b>145,003</b>	<b>210,047</b>	<b>161,477</b>	<b>633,837</b>	<b>(62,450)</b>	<b>193,737</b>	<b>1,012,937</b>	<b>386,420</b>	<b>609,599</b>	<b>-</b>	<b>3,434,399</b>
<b>Fund balances (deficits) – January 1</b>	<b>4,303,606</b>	<b>1,048,539</b>	<b>761,735</b>	<b>67,757</b>	<b>209,978</b>	<b>2,462,584</b>	<b>481,565</b>	<b>557,471</b>	<b>(1,294,351)</b>	<b>7,742,516</b>	<b>-</b>	<b>16,341,400</b>
<b>Fund balances (deficits) – December 31</b>	<b>\$ 4,447,398</b>	<b>\$ 1,193,542</b>	<b>\$ 971,782</b>	<b>\$ 229,234</b>	<b>\$ 843,815</b>	<b>\$ 2,400,134</b>	<b>\$ 675,302</b>	<b>\$ 1,570,408</b>	<b>\$ (907,931)</b>	<b>\$ 8,352,115</b>	<b>\$ -</b>	<b>\$ 19,775,799</b>

The accompanying notes are an integral part of these financial statements.

The accompanying notes are an integral part of these financial statements.

**CITY OF SHOREVIEW, MINNESOTA**

Reconciliation of the Statement of Revenues, Expenditures,  
and Changes in Fund Balances of Governmental Funds  
to the Statement of Activities  
For The Year Ended December 31, 2014

Amounts reported for governmental activities in the Statement of Activities are  
different because:

Net changes in fund balances – total governmental funds.	\$ 3,434,399
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the difference between depreciation and capital additions in the current period.	(686,608)
The Statement of Activities reports gains and losses arising from the trade-in or disposal of existing assets to acquire new capital assets. Conversely, governmental funds simply report proceeds on sale of capital assets.	(860,600)
Revenues in the Statement of Activities that do not provide current financial resources and are not reported as revenues in the funds.	1,489,052
The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas material amounts are deferred and amortized in the Statement of Activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	2,045,376
The transfer out of governmental capital assets contributed to enterprise funds.	(154,574)
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	11,678
Internal service funds are used by management to charge costs to individual funds. This amount is the portion of net revenue attributable to and reported with governmental activities.	111,996
Change in net position of governmental activities.	<u>\$ 5,390,719</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF SHOREVIEW, MINNESOTA**

Statement of Net Position

Proprietary Funds

December 31, 2014

	Business-Type Activities – Enterprise Funds				Totals Current Year	Governmental Activities – Internal Service Funds
	Water	Sewer	Surface Water	Street Lights		
<b>Assets</b>						
<b>Current assets</b>						
Cash and investments	\$ 4,507,826	\$ 3,096,944	\$ 867,975	\$ 192,640	\$ 8,665,385	\$ 6,287,561
Accrued interest receivable	11,324	6,762	2,373	786	21,245	3,970
Accounts receivable						
Customers	535,322	880,168	336,069	77,322	1,828,881	8,615
Customer accounts certified to county	60,352	95,536	25,798	11,791	193,477	–
Taxes receivable	–	–	–	–	–	1,393
Due from other governmental units	98,347	6,068	9,553	306	114,274	32,066
Prepaid items	394	1,573	142	16	2,125	1,651
<b>Total current assets</b>	<b>5,213,565</b>	<b>4,087,051</b>	<b>1,241,910</b>	<b>282,861</b>	<b>10,825,387</b>	<b>6,335,256</b>
<b>Noncurrent assets</b>						
Special assessments receivable	26,388	25,718	5,677	454	58,237	–
<b>Capital assets</b>						
Land	27,577	11,459	286,166	–	325,202	36,293
Buildings and structures	6,733,215	1,667,009	–	–	8,400,224	6,929,379
Machinery and equipment	2,471,025	40,327	8,538	723	2,520,613	5,393,870
Distribution and collection systems	16,739,474	11,845,366	12,137,731	2,026,971	42,749,542	–
Construction in progress	934,745	235,292	533,000	101,420	1,804,457	–
<b>Total capital assets</b>	<b>26,906,036</b>	<b>13,799,453</b>	<b>12,965,435</b>	<b>2,129,114</b>	<b>55,800,038</b>	<b>12,359,542</b>
Less accumulated depreciation	(12,267,602)	(7,559,666)	(2,603,767)	(1,033,384)	(23,464,419)	(4,100,921)
<b>Total capital assets (net of     accumulated depreciation)</b>	<b>14,638,434</b>	<b>6,239,787</b>	<b>10,361,668</b>	<b>1,095,730</b>	<b>32,335,619</b>	<b>8,258,621</b>
<b>Total noncurrent assets</b>	<b>14,664,822</b>	<b>6,265,505</b>	<b>10,367,345</b>	<b>1,096,184</b>	<b>32,393,856</b>	<b>8,258,621</b>
<b>Total assets</b>	<b>19,878,387</b>	<b>10,352,556</b>	<b>11,609,255</b>	<b>1,379,045</b>	<b>43,219,243</b>	<b>14,593,877</b>
<b>Liabilities</b>						
<b>Current liabilities</b>						
Accounts payable	150,353	12,788	12,369	14,767	190,277	33,268
Salaries payable	14,683	12,666	6,323	363	34,035	5,993
Accrued bond interest payable	71,848	26,020	36,626	–	134,494	109,211
Customer deposits payable	8,308	–	–	–	8,308	–
Due to other governmental units	16,746	20,373	1,827	–	38,946	324
Compensated absences payable	3,478	2,994	1,187	78	7,737	631
Bonds payable	1,410,000	915,000	610,000	–	2,935,000	5,025,000
<b>Total current liabilities</b>	<b>1,675,416</b>	<b>989,841</b>	<b>668,332</b>	<b>15,208</b>	<b>3,348,797</b>	<b>5,174,427</b>
<b>Noncurrent liabilities</b>						
Compensated absences payable (net of current portion)	32,211	27,714	11,004	718	71,647	5,835
Bonds payable (net of current portion)	4,578,100	1,527,006	2,542,497	–	8,647,603	4,849,019
<b>Total noncurrent liabilities</b>	<b>4,610,311</b>	<b>1,554,720</b>	<b>2,553,501</b>	<b>718</b>	<b>8,719,250</b>	<b>4,854,854</b>
<b>Total liabilities</b>	<b>6,285,727</b>	<b>2,544,561</b>	<b>3,221,833</b>	<b>15,926</b>	<b>12,068,047</b>	<b>10,029,281</b>
<b>Net position</b>						
Net investment in capital assets	9,661,976	4,561,649	7,510,117	1,095,730	22,829,472	3,233,621
Restricted for trunk facility	–	224,368	–	–	224,368	–
Unrestricted	3,930,684	3,021,978	877,305	267,389	8,097,356	1,330,975
<b>Total net position</b>	<b>\$13,592,660</b>	<b>\$ 7,807,995</b>	<b>\$ 8,387,422</b>	<b>\$ 1,363,119</b>	<b>31,151,196</b>	<b>\$ 4,564,596</b>
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds.					43,700	
Net position of business-type activities					<u>\$ 31,194,896</u>	

The accompanying notes are an integral part of these financial statements.

**CITY OF SHOREVIEW, MINNESOTA**  
Statement of Revenues, Expenses, and  
Changes in Fund Net Position  
Proprietary Funds  
For The Year Ended December 31, 2014

	Business-Type Activities – Enterprise Funds				Totals Current Year	Governmental Activities – Internal Service Funds
	Water	Sewer	Surface Water	Street Lights		
<b>Operating revenues</b>						
Customer billings	\$ 2,447,518	\$ 3,853,688	\$ 1,355,313	\$ 494,945	\$ 8,151,464	\$ 1,248,367
Water meter sales	12,507	–	–	–	12,507	–
Other	21,306	5,951	15,853	422	43,532	–
<b>Total operating revenues</b>	<u>2,481,331</u>	<u>3,859,639</u>	<u>1,371,166</u>	<u>495,367</u>	<u>8,207,503</u>	<u>1,248,367</u>
<b>Operating expenses</b>						
MCES sewer service charges	–	1,811,427	–	–	1,811,427	–
Administrative charges	201,040	343,040	103,720	35,220	683,020	–
Personal services	642,178	555,470	268,836	16,438	1,482,922	214,066
Materials and supplies	65,447	23,308	14,625	551	103,931	301,741
Water meters	9,805	–	–	–	9,805	–
Contractual services	387,776	399,362	305,033	36,919	1,129,090	228,174
Utilities	120,531	8,308	1,274	163,220	293,333	25,839
Insurance	5,675	22,314	2,060	244	30,293	23,326
Depreciation	634,561	329,430	243,125	51,959	1,259,075	654,540
<b>Total operating expenses</b>	<u>2,067,013</u>	<u>3,492,659</u>	<u>938,673</u>	<u>304,551</u>	<u>6,802,896</u>	<u>1,447,686</u>
<b>Operating income (loss)</b>	<u>414,318</u>	<u>366,980</u>	<u>432,493</u>	<u>190,816</u>	<u>1,404,607</u>	<u>(199,319)</u>
<b>Nonoperating revenues (expenses)</b>						
General property taxes	–	–	–	–	–	179,245
Earnings on investments	175,102	104,576	36,711	12,148	328,537	61,574
Gain on sale of capital assets	114	210	52	–	376	78,143
Loss on disposal of capital assets	–	–	–	(992)	(992)	(17,184)
Other	–	–	–	–	–	155,763
Interest	(163,432)	(58,703)	(80,992)	–	(303,127)	(247,018)
Fiscal charges	(15,300)	(11,540)	(5,414)	–	(32,254)	(71,974)
<b>Total nonoperating revenues (expenses)</b>	<u>(3,516)</u>	<u>34,543</u>	<u>(49,643)</u>	<u>11,156</u>	<u>(7,460)</u>	<u>138,549</u>
<b>Income (loss) before contributions and transfers</b>	<u>410,802</u>	<u>401,523</u>	<u>382,850</u>	<u>201,972</u>	<u>1,397,147</u>	<u>(60,770)</u>
<b>Capital contributions</b>	<u>157,129</u>	<u>74,778</u>	<u>78,877</u>	<u>17,751</u>	<u>328,535</u>	<u>77,106</u>
<b>Transfers</b>						
Transfers in	–	34,631	–	–	34,631	119,400
Transfers out	(303,136)	(181,136)	(147,000)	(20,400)	(651,672)	(44,220)
<b>Total transfers</b>	<u>(303,136)</u>	<u>(146,505)</u>	<u>(147,000)</u>	<u>(20,400)</u>	<u>(617,041)</u>	<u>75,180</u>
<b>Change in net position</b>	<u>264,795</u>	<u>329,796</u>	<u>314,727</u>	<u>199,323</u>	<u>1,108,641</u>	<u>91,516</u>
<b>Net position – January 1</b>	<u>13,327,865</u>	<u>7,478,199</u>	<u>8,072,695</u>	<u>1,163,796</u>	<u>30,042,555</u>	<u>4,473,080</u>
<b>Net position – December 31</b>	<u>\$ 13,592,660</u>	<u>\$ 7,807,995</u>	<u>\$ 8,387,422</u>	<u>\$ 1,363,119</u>	<u>\$ 31,151,196</u>	<u>\$ 4,564,596</u>
<b>Net changes in net position reported above</b>					<b>\$ 1,108,641</b>	
Amounts reported for business-type activities in the Statement of Activities are different because:						
Transfer in of capital assets from governmental activities.					154,574	
Governmental activities contribution revenue reported above					(154,574)	
Internal service funds are used by management to charge the cost of equipment maintenance and insurance to individual funds. This amount is the portion of net revenue attributable to and reported with business-type activities.					(20,480)	
<b>Change in net position of business-type activities</b>					<u><b>\$ 1,088,161</b></u>	

The accompanying notes are an integral part of these financial statements.

**CITY OF SHOREVIEW, MINNESOTA**

Statement of Cash Flows

Proprietary Funds

For The Year Ended December 31, 2014

	Business-Type Activities – Enterprise Funds				Totals Current Year	Governmental
	Water	Sewer	Surface Water	Street Lights		Activities – Internal Service Funds
<b>Cash flows from operating activities</b>						
Receipts from customers and users	\$ 2,423,361	\$ 3,836,167	\$ 1,316,342	\$ 489,886	\$ 8,065,756	\$ –
Receipts from interfund services provided	–	–	–	–	–	1,248,367
Payments to suppliers	(582,745)	(2,239,058)	(319,228)	(193,413)	(3,334,444)	(620,193)
Payments to employees	(640,829)	(553,927)	(267,136)	(16,404)	(1,478,296)	(211,230)
Payments for interfund services used	(201,040)	(343,040)	(103,720)	(35,220)	(683,020)	–
Miscellaneous revenue	–	–	–	–	–	148,623
Net cash flows from operating activities	<u>998,747</u>	<u>700,142</u>	<u>626,258</u>	<u>244,849</u>	<u>2,569,996</u>	<u>565,567</u>
<b>Cash flows from noncapital financing activities</b>						
Transfer to other funds	(303,136)	(181,136)	(147,000)	(20,400)	(651,672)	(9,589)
<b>Cash flows from capital and related financing activities</b>						
Proceeds from sales of capital assets	114	210	52	–	376	126,427
Proceeds from the sale of bonds	957,603	764,122	277,752	–	1,999,477	4,850,008
Acquisition and construction of capital assets	(629,212)	(288,194)	(392,146)	(234,182)	(1,543,734)	(529,055)
Receipts from taxpayers	–	–	–	–	–	183,232
Transfers from other funds	–	34,631	–	–	34,631	119,400
Transfers to other funds	–	–	–	–	–	(34,631)
Capital contributions	91,878	57,926	3,428	–	153,232	77,837
Principal paid on capital debt	(965,000)	(325,000)	(360,000)	–	(1,650,000)	(245,000)
Interest and paying agent fees on capital debt	(202,737)	(75,405)	(102,561)	–	(380,703)	(311,748)
Net cash flows from capital and related financing activities	<u>(747,354)</u>	<u>168,290</u>	<u>(573,475)</u>	<u>(234,182)</u>	<u>(1,386,721)</u>	<u>4,236,470</u>
<b>Cash flows from investing activities</b>						
Earnings on investments	173,813	103,314	37,151	12,036	326,314	61,052
<b>Net change in cash and cash equivalents</b>	<u>122,070</u>	<u>790,610</u>	<u>(57,066)</u>	<u>2,303</u>	<u>857,917</u>	<u>4,853,500</u>
Cash and cash equivalents – January 1	4,385,756	2,306,334	925,041	190,337	7,807,468	1,434,061
Cash and cash equivalents – December 31	<u>\$ 4,507,826</u>	<u>\$ 3,096,944</u>	<u>\$ 867,975</u>	<u>\$ 192,640</u>	<u>\$ 8,665,385</u>	<u>\$ 6,287,561</u>
<b>Reconciliation of operating income (loss) to net cash flows from operating activities</b>						
Operating income (loss)	<u>\$ 414,318</u>	<u>\$ 366,980</u>	<u>\$ 432,493</u>	<u>\$ 190,816</u>	<u>\$ 1,404,607</u>	<u>\$ (199,319)</u>
Adjustments to reconcile operating income (loss) to net cash flows from operating activities						
Miscellaneous revenue	–	–	–	–	–	155,763
Depreciation	634,561	329,430	243,125	51,959	1,259,075	654,540
Decrease (increase) in receivables	(57,970)	(23,472)	(54,824)	(5,481)	(141,747)	2,634
Decrease (increase) in prepaid items	2,222	1,767	1,445	49	5,483	811
Increase (decrease) in payables	5,616	25,437	4,019	7,506	42,578	(48,862)
Total adjustments	<u>584,429</u>	<u>333,162</u>	<u>193,765</u>	<u>54,033</u>	<u>1,165,389</u>	<u>764,886</u>
Net cash flows from operating activities	<u>\$ 998,747</u>	<u>\$ 700,142</u>	<u>\$ 626,258</u>	<u>\$ 244,849</u>	<u>\$ 2,569,996</u>	<u>\$ 565,567</u>
<b>Noncash investing, capital, and financing activities</b>						
Contributions of capital assets –						
Governmental funds	\$ 65,383	\$ 16,957	\$ 54,484	\$ 17,751	\$ 154,575	\$ –
External	–	–	21,000	–	21,000	–
Capital asset purchase on account –						
Accounts payable	110,875	5,825	–	–	116,700	4,992
Due from other governmental units –						
Capital contribution	(132)	(105)	(35)	–	(272)	(731)
Taxes receivable	–	–	–	–	–	(3,987)

The accompanying notes are an integral part of these financial statements.

**CITY OF SHOREVIEW, MINNESOTA**

Statement of Assets and Liabilities

Agency Fund

December 31, 2014

Assets	
Cash and investments	\$ 402,934
Accrued interest receivable	45
Total assets	<u>\$ 402,979</u>
Liabilities	
Deposits payable	<u>\$ 402,979</u>

The accompanying notes are an integral part of these financial statements.

**Note 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The City of Shoreview, Minnesota (the City) was incorporated in 1957 and operates under the state of Minnesota Statutory Plan B (Council – Manager) form of government. The City provides the following municipal services: public safety (police, fire, civil defense, and animal control), highways and streets, sanitation and health, parks and recreation, public improvements, community development, and general administrative services.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America applicable to governmental units as promulgated by the American Institute of Certified Public Accountants (AICPA) and the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting policies.

**A. FINANCIAL REPORTING ENTITY**

In accordance with GASB pronouncements and accounting principles generally accepted in the United States of America, the financial statements of the reporting entity should include the primary government and its component units. The City includes all funds, organizations, institutions, agencies, departments, and offices that are not legally separate. Component units are legally separate organizations for which the elected officials of the City are financially accountable and are included within the basic financial statements of the City because of their operational or financial relationship with the City.

The City is considered financially accountable for a component unit if it appoints a voting majority of the organization's governing body and is able to impose its will on the organization by significantly influencing the programs, projects, activities, or level of service performed or provided by the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on, the City. Also, the City has operational responsibility of the EDA. It is this criterion that results in the EDA being reported as a blended component unit.

**Blended Component Unit**

**Shoreview Economic Development Authority (EDA)** - The EDA was created to carry out the housing and economic development activities within the City. The governing body consists of five members, three of which are City Council members. All EDA Commissioners are appointed by the Mayor with approval by the City Council. A member may be removed by the City Council for inefficiency, neglect of duty, or misconduct in office pursuant to procedures in Minnesota Statutes § 469.095. All sales of bonds or other obligations of the EDA must be approved by the City Council. The EDA is required to follow the budget process for City departments in accordance with City policy, ordinances and resolutions. All EDA budgets are approved by the City Council. Development and redevelopment actions of the EDA must be in conformance with the City Comprehensive Plan and official controls implementing the Comprehensive Plan. The EDA must submit its plan for development and redevelopment to the City Council for approval in accordance with City planning procedures and law. The administrative structure and management practices and policies of the EDA must be approved by the City Council. The EDA's activity is reported as the Economic Development Authority and Housing and Redevelopment Authority Special Revenue Funds. The EDA does not issue a separate set of financial statements.

**B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

The government-wide financial statements (i.e. the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component units. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or business-type activity are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or business-type activity. *Program revenues* include: 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or business-type activity; and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or business-type activity. Taxes and other items not included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

**C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. The City's only fiduciary fund is an agency fund. The agency fund has no measurement focus but utilizes the *accrual basis of accounting* for reporting its assets and liabilities. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers all revenues, except reimbursement grants, to be available if they are collected within 60 days of the end of the current fiscal period. Reimbursement grants are considered available if they are collected within one year of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, special assessments, intergovernmental revenues, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The government reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Community Center Operation Fund* (Special Revenue Fund type) accounts for all operations of the community center, including maintenance of the facility and services offered for a fee basis. The fund's primary revenue sources are memberships, daily user fees, room rentals and concessions.

The *Recreation Programs Fund* (Special Revenue Fund type) accounts for recreational and social programs offered on a fee basis. Revenues are user fees of various programs and activities which fund administrative and direct program expenditures.

The *G.O. Improvement Bonds of 2013 Fund* (Debt Service Fund type) accounts for resources collected for the repayment of the 2013 improvement bonds.

The *Municipal State Aid Fund* (Capital Project Fund type) accounts for the City's allocation of the state collected highway use tax. The allocation is based on population and need for construction of designated state aid streets.

The *Street Renewal Fund* (Capital Project Fund type) provides financing for the replacement and/or rehabilitation of the City's street system. This fund has a minimum required fund balance of \$2 million per city policy.

The *General Fixed Asset Replacement Fund* (Capital Project Fund type) provides financing for the replacement of all general capital assets.

The *Community Investment Fund* (Capital Project Fund type) provides financing for improvements having a community-wide benefit.

The *Owasso Street Realignment Fund* (Capital Project Fund type) accounts for the financing and construction costs relating to the Owasso Street realignment project.

The government reports the following major proprietary funds:

The *Water Fund* accounts for the water service charges which are used to finance the water system operations.

The *Sewer Fund* accounts for the sewer service charges which are used to finance the sanitary sewer system operations.

The *Surface Water Fund* accounts for the surface water charges which are used to finance the surface water system operations.

The *Street Lights Fund* accounts for the street light charges which are used to finance the street light system operations.

Additionally, the government reports the following fund types:

*Internal service funds* account for the activities of the City's *short-term disability self-insurance, liability claims, and central garage funds*. These services are provided to other departments of the City on a cost reimbursement basis.

*Agency funds* account for the assets of the *Hockey Association* held by the City in a custodial capacity as an agent.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are transactions that would be treated as revenues, expenditures, or expenses if they involved external organizations, such as buying goods and services or payments in lieu of taxes, which are similarly treated when they involve other funds of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include: 1) charges to customers or applicants for goods, services, or privileges provided; 2) operating grants and contributions; and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Water, Sewer, Surface Water, and Street Lights Funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

#### D. BUDGETS

Budgets are legally adopted on a basis consistent with accounting principles generally accepted in the United States of America. Annual appropriated budgets are legally adopted for the General Fund and all special revenue funds. Budgeted expenditure appropriations lapse at year-end.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the appropriation, is not employed by the City because it is at present not considered necessary to assure effective budgetary control or to facilitate effective cash management.

**E. LEGAL COMPLIANCE – BUDGETS**

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The city manager submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. The budget is legally enacted through passage of a resolution on a departmental basis (general government, public safety, public works, parks and recreation, community development, and miscellaneous) which is the legal level of control, and can be expended by each department based upon detailed budget estimates for individual expenditure accounts.
4. The city manager is authorized to transfer appropriations within any department budget. Adjustments to appropriations between departments or between funds, and budget additions and deletions must be authorized by the City Council.
5. Formal budgetary integration is employed as a management control device during the year for the General Fund and special revenue funds.
6. Legal debt obligation indentures determine the appropriation level and debt service tax levies for the debt service funds. Supplementary budgets are adopted for the proprietary funds to determine and calculate user charges. These debt service and budget amounts represent general obligation bond indenture provisions and net income for operations and capital maintenance and are not reflected in the financial statements.
7. A capital improvement program is reviewed annually by the City Council for the capital project funds. However, appropriations for major projects are not adopted until the actual bid award of the improvement. The appropriations are not reflected in the financial statements.

The following is a listing of nonmajor special revenue funds whose expenditures exceeded budget appropriations:

	Original and Final Budget	Actual	Over Budget
Nonmajor funds			
Special revenue fund			
Cable TV	\$ 149,587	\$ 163,751	\$ 14,164
Economic Development Authority	71,007	73,360	2,353

The overexpenditures were funded by available fund balance and revenues in excess of budget.

**F. CASH AND INVESTMENTS**

Cash and investment balances from all funds are pooled and invested to the extent available in authorized investments. Earnings from investments are allocated to individual funds on the basis of the fund's equity in the cash and investment pool.

The City provides temporary advances to funds that have insufficient cash balances by means of an advance from another fund shown as interfund receivables in the advancing fund, and an interfund payable in the fund with the deficit, until adequate resources are received. These interfund balances are eliminated on the government-wide financial statements.

Investments are generally stated at fair value, except for investments in 2a7-like external investment pools, which are stated at amortized cost. Investment income is accrued at the balance sheet date.

For purposes of the Statement of Cash Flows, the City considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. All of the cash and investments allocated to the proprietary fund types have original maturities of 90 days or less. Therefore, the entire balance in such fund types are considered to be cash equivalents.

Cash with escrow agent includes balances held in segregated accounts that are established for specific purposes. The cash with escrow agent represents escrow accounts established for cash and investments held for debt service related to refunding bond issues. Interest earned on these investments is allocated directly to the escrow accounts.

**G. RECEIVABLES AND PAYABLES**

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. Short-term interfund loans are classified as "interfund receivables/payables." All short-term interfund receivables and payables at year-end are planned to be eliminated in the subsequent year. Long-term interfund loans are classified as "interfund loan receivable/payable." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." Internal balances on the Statement of Net Position also consist of prior and current year internal service fund costs in excess of charges to business-type activities.

Property taxes and special assessment receivables have been reported net of estimated uncollectible accounts (See Note I H and I). Because utility bills are considered liens on property, no estimated uncollectible amounts are established. Uncollectible amounts are not material for other receivables and have not been reported.

#### H. PROPERTY TAX REVENUE RECOGNITION

The City Council annually adopts a tax levy and certifies it to the county in December (levy/assessment date) of each year for collection in the following year. The county is responsible for billing and collecting all property taxes for itself, the City, the local school district, and other taxing authorities. Such taxes become a lien on January 1 and are recorded as receivables by the City at that date. Real property taxes are payable (by property owners) on May 15 and October 15 of each calendar year. Personal property taxes are payable by taxpayers on February 28 and June 30 of each year. These taxes are collected by the county and remitted to the City on or before July 15 and December 15 of the same year. Delinquent collections for November and December are received the following January. The City has no ability to enforce payment of property taxes by property owners. The county possesses this authority.

##### GOVERNMENT-WIDE AND PROPRIETARY FUND FINANCIAL STATEMENTS

The City recognizes property tax revenue in the period for which taxes were levied. Uncollectible property taxes are not material and have not been reported.

##### GOVERNMENTAL FUND FINANCIAL STATEMENTS

The City recognizes property tax revenue when it becomes both measurable and available to finance expenditures of the current period. In practice, current and delinquent taxes received by the City in July, December, and January are recognized as revenue for the current year. Taxes collected by the county by December 31 (remitted to the City the following January) and taxes not received at year-end are classified as delinquent and due from county taxes receivable. The portion of governmental fund delinquent taxes not collected by the City in January is fully offset by a deferred inflow of resources because they are not available to finance current expenditures.

The City's property tax revenue includes payments from the Metropolitan Revenue Distribution (Fiscal Disparities Formula) per Minnesota Statute § 473F. This statute provides a means of spreading a portion of the taxable valuation of commercial/industrial real property to various taxing authorities within the defined metropolitan area. The valuation "shared" is a portion of commercial/industrial property valuation growth since 1971. Property taxes paid to the City through this formula for 2014 totaled \$927,839. Receipt of property taxes from this "fiscal disparities pool" does not increase or decrease total tax revenue.

#### I. SPECIAL ASSESSMENT REVENUE RECOGNITION

Special assessments are levied against benefited properties for the cost or a portion of the cost of special assessment improvement projects in accordance with state statutes. These assessments are collectible by the City over a term of years usually consistent with the term of the related bond issue. Collection of annual installments (including interest) is handled by the County Auditor in the same manner as property

taxes. Property owners are allowed to (and often do) prepay future installments without interest or prepayment penalties.

Once a special assessment roll is adopted, the amount attributed to each parcel is a lien upon that property until full payment is made or the amount is determined to be excessive by the City Council or court action. If special assessments are allowed to go delinquent, the property is subject to tax forfeit sale and the first proceeds of that sale (after costs, penalties, and expenses of sale) are remitted to the City in payment of delinquent special assessments. Generally, the City will collect the full amount of its special assessments not adjusted by City Council or court action. Pursuant to state statutes, a property shall be subject to a tax forfeit sale after three years unless it is homesteaded or is agricultural or seasonal recreational land, in which event the property is subject to such sale after five years.

##### GOVERNMENT-WIDE FINANCIAL STATEMENTS

The City recognizes special assessment revenue in the period that the assessment roll was adopted by the City Council. Uncollectible special assessments are not material and have not been reported.

##### GOVERNMENTAL FUND FINANCIAL STATEMENTS

Revenue from special assessments is recognized by the City when it becomes measurable and available to finance expenditures of the current fiscal period. In practice, current and delinquent special assessments received by the City are recognized as revenue for the current year. Special assessments that are collected by the county by December 31 (remitted to the City the following January) are also recognized as revenue for the current year. All remaining delinquent, deferred, and special deferred assessments receivable in governmental funds are completely offset by a deferred inflow of resources.

#### J. INVENTORIES

The original cost of materials and supplies has been recorded as expenditures at the time of purchase for both the governmental and proprietary funds. These funds do not maintain material amounts of materials and supplies.

#### K. PREPAID ITEMS

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items are reported using the consumption method and recorded as expenditures/expenses at the time of consumption.

#### L. PROPERTY HELD FOR RESALE

Property is acquired by the City for redevelopment purposes. Property held for resale is reported as an asset at the lesser of cost or net realizable value in the government-wide and fund financial statements. Any costs incurred that are above the properties' net realizable value are reported as expenditures of the period.

**M. CAPITAL ASSETS**

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the estimated fair market value at the date of donation.

In the case of the initial capitalization of general infrastructure assets (i.e. those reported by governmental activities) the City chose to include all such items regardless of their acquisition date. These assets are reported at historical cost.

The City estimated historical cost for the initial reporting of these assets through back trending (estimating the current replacement cost and utilizing an appropriate price-level index to deflate the cost to the acquisition year). As the City constructs or acquires additional infrastructure assets each period, they will be capitalized and reported at historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. For the year ended December 31, 2014, no interest was capitalized in connection with construction in progress.

Property, plant, and equipment of the City is depreciated using the straight-line method over the following estimated useful lives:

Assets	
Building and structures	20–75 years
Machinery and equipment	5–20 years
Distribution and collection systems	50 years
Streets	35 years
Street lights	25 years
Trails and sidewalks	25–30 years
Pedestrian tunnels and bridges	35 years

**N. COMPENSATED ABSENCES**

It is the City's policy to permit employees to accumulate earned but unused annual leave benefits. All annual leave is accrued when incurred in the government-wide and proprietary fund financial statements. Annual leave is payable when used or upon termination of employment. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**O. LONG-TERM OBLIGATIONS**

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. The recognition of bond premiums and discounts are amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as an expense in the period incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**P. FUND BALANCE CLASSIFICATIONS/FLOW ASSUMPTIONS**

In the fund financial statements, governmental funds report fund balances in classifications that disclose constraints for which those fund balances can be spent. These classifications are as follows:

*Nonspendable* – consists of amounts that are not in spendable form, such as prepaid items.

*Restricted* – consists of amounts related to externally imposed constraints established by creditors, grantors or contributors; or constraints imposed by state statutory provisions.

*Committed* – consists of internally imposed constraints. These constraints are established by Resolution of the City Council.

*Assigned* – consists of internally imposed constraints. These constraints reflect the specific purpose for which it is the City's intended use. These constraints are established by the City Council and/or management. Pursuant to City Council Resolution, the City Manager or Finance Director is authorized to establish assignments of fund balance.

*Unassigned* – is the residual classification for the general fund and also reflects negative residual amounts in other funds.

When both restricted and unrestricted resources are available for an allowable use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order: 1) committed, 2) assigned, and 3) unassigned.

**Q. NET POSITION CLASSIFICATIONS/FLOW ASSUMPTIONS**

In the government-wide and proprietary fund financial statements, net position represents the difference between assets, liabilities and deferred inflows/outflows (as applicable). Net position is displayed in three components:

*Net Investment in Capital Assets* – Consists of capital assets, net of accumulated depreciation, reduced by any outstanding debt attributable to acquire capital assets.

*Restricted Net Position* – Consists of net position that is restricted when there are limitations imposed on their use through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

*Unrestricted Net Position* – All other net position that does not meet the definition of “restricted” or “net investment in capital assets.”

When both restricted and unrestricted resources are available for an allowable use, it is the City’s policy to use the restricted resources first, then unrestricted resources as they are needed.

**R. INTERFUND TRANSACTIONS**

Interfund services provided and used are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. Interfund loans are reported as an interfund loan receivable or payable which offsets the movement of cash between funds. All other interfund transactions are reported as transfers.

**S. USE OF ESTIMATES**

The preparation of financial statements, in accordance with accounting principles generally accepted in the United States of America, requires management to make estimates that affect amounts reported in the financial statements during the reporting period. Actual results could differ from such estimates.

**T. DEFERRED INFLOWS OF RESOURCES**

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has two types of items which arise under the modified accrual basis of accounting, that qualify for reporting in this category. Accordingly, the item *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and special assessments. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The other item, imposed nonexchange revenue transactions, *state aid received for subsequent years*, is deferred and recognized as an inflow of resources in the period that the resources are required to be used. This item is reported both in the governmental fund balance sheet and the government-wide statement of net position as a deferred inflow of resources.

**Note 2 RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS**

**1. EXPLANATION OF CERTAIN DIFFERENCES BETWEEN THE GOVERNMENTAL FUND BALANCE SHEET AND THE GOVERNMENT-WIDE STATEMENT OF NET POSITION**

The governmental fund Balance Sheet includes a reconciliation between *fund balances* – total *governmental funds* and *net position* – *governmental activities* as reported in the government-wide Statement of Net Position. One element of that reconciliation explains that “long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.” The details of this (\$19,227,423) difference are as follows:

Long-term debt payable	\$ (18,555,000)
Issuance premium	(246,293)
Accrued interest payable	(146,308)
Compensated absences	<u>(279,822)</u>
Net adjustment to reduce fund balances – total governmental funds to arrive at net position – governmental activities	<u>\$ (19,227,423)</u>

Another element of that reconciliation explains that “internal service funds are used by management to charge the costs of fleet management, short-term disability insurance, and liability claims to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the Statement of Net Position.” The details of this \$4,520,896 difference are as follows:

Net position of the internal service funds.	\$ 4,564,596
Add: Internal payable representing charges in excess of costs to business-type activities – prior years	(64,180)
Add: Internal receivable representing costs in excess of charges to business-type activities – current year	<u>20,480</u>
Net adjustment to increase fund balances – total governmental funds to arrive at net position – governmental activities	<u>\$ 4,520,896</u>

2. EXPLANATION OF CERTAIN DIFFERENCES BETWEEN THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES AND THE GOVERNMENT-WIDE STATEMENT OF ACTIVITIES

The governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances includes a reconciliation between *net changes in fund balances – total governmental funds* and *changes in net position of governmental activities* as reported in the government-wide Statement of Activities. One element of that reconciliation explains that “governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.” The details of this (\$686,608) difference are as follows:

Capital outlay	\$ 1,600,173
Developer contributions	131,000
Depreciation expense	<u>(2,417,781)</u>
Net adjustment to decrease net changes in fund balances – total governmental funds to arrive at changes in net position of governmental activities	<u>\$ (686,608)</u>

Another element of that reconciliation states that “revenues on the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.” The details of this \$1,489,052 difference are as follows:

General property taxes deferred inflow of resources	
At December 31, 2013	\$ (124,010)
At December 31, 2014	108,252
Special assessments deferred inflow of resources	
At December 31, 2013	(506,667)
At December 31, 2014	<u>2,011,477</u>
Net adjustment to increase net changes in fund balances – total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 1,489,052</u>

Another element of that reconciliation states that “the issuance of long-term debt (e.g. bonds and leases) provides current financial resources to governmental funds, while the repayment of the long-term debt consumes the current financial resources of governmental funds.” Neither transaction, however, has any effect on net position. The details of this \$2,045,376 difference are as follows:

Debt issued or incurred	
General obligation refunding bonds of 2014	\$ (100,000)
Principal repayments	
General obligation improvement bonds	260,000
General obligation tax increment bonds	340,000
General obligation capital improvement plan bonds	870,000
General obligation street reconstruction bonds	305,000
Certificates of participation	350,000
Premium/discount on debt issuance	<u>20,376</u>
Net adjustment to increase net changes in fund balances – total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 2,045,376</u>

Another element of that reconciliation states that “some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.” The details of this \$11,678 difference are as follows:

Compensated absences	\$ (14,300)
Accrued interest	<u>25,978</u>
Net adjustment to increase net changes in fund balances – total governmental funds to arrive at changes in net position of governmental activities	<u>\$ 11,678</u>

**Note 3 DEPOSITS AND INVESTMENTS**

**A. DEPOSITS**

In accordance with Minnesota Statutes, the City maintains deposits at those depository banks authorized by the City Council, all of which are members of the Federal Reserve System.

The following is considered the most significant risk associated with deposits:

Custodial Credit Risk – In the case of deposits, this is the risk that in the event of a failure, the City’s deposits may be lost. Minnesota Statutes require that all city deposits be protected by insurance, surety bond, or collateral. The market value of collateral pledged must equal 110 percent of the deposits not covered by insurance or bonds.

Minnesota Statutes require that securities pledged as collateral be held in safekeeping by the city treasurer or in a restricted account at the Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution furnishing the collateral. Authorized collateral includes the following:

- a) United States government treasury bills, treasury notes, and treasury bonds;
- b) Issues of United States government agencies and instrumentalities as quoted by a recognized industry quotation service available to the government entity;
- c) General obligation securities of any state or local government with taxing powers which is rated "A" or better by a national bond rating service, or revenue obligation securities of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service;
- d) Unrated general obligation securities of a local government with taxing powers may be pledged as collateral against funds deposited by that same local government entity;
- e) Irrevocable standby letters of credit issued by Federal Home Loan Banks to a municipality accompanied by written evidence that the bank's public debt is rated "AA" or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation; and
- f) Time deposits that are fully insured by any federal agency.

The City has no additional deposit policies addressing custodial credit risk.

At year-end, the carrying amount of the City's deposits was \$91,381 and the bank balance was \$174,027. The entire bank balance was covered by federal depository insurance.

## B. INVESTMENTS

As of December 31, 2014, the City had the following cash and investments:

Investment Type	Concentration Risk Over 5% of Portfolio	Interest Risk - Maturity Duration in Years				Carrying Amount at Fair Value
		Less than 1 Year	1 to 5 Years	6 to 10 Years	More than 10 Years	
Federal National Mortgage Association	14.4%	\$ 1,699,357	\$ -	\$ -	\$ 3,645,932	\$ 5,345,289
Federal Home Loan Bank	14.7%	1,894,477	494,124	2,582,060	487,695	5,458,356
Federal Home Loan Mortgage Corporation	2.5%	-	946,108	-	-	946,108
Municipal bonds	**	-	2,382,226	841,944	-	3,224,170
Marketable certificates of deposit	N/A	399,119	3,058,165	727,127	465,535	4,649,946
Money market funds						
Minnesota Municipal Money Market	N/A	17,478,334	-	-	-	17,478,334
MSILF Government Cash Management Fund	N/A	15,374	-	-	-	15,374
Wells Fargo Advantage Government Money Market Fund	N/A	8,441	-	-	-	8,441
<b>Total investments</b>		<b>\$ 21,495,102</b>	<b>\$ 6,880,623</b>	<b>\$ 4,151,131</b>	<b>\$ 4,599,162</b>	<b>37,126,018</b>
Deposits						91,381
Petty cash						12,970
<b>Totals</b>						<b>\$ 37,230,369</b>
<b>Government-Wide Statement of Net Position</b>						
Cash and investments						\$ 35,430,337
Restricted cash with escrow agent						1,397,098
<b>Statement of Assets and Liabilities - Agency Fund</b>						
Cash and investments						402,934
<b>Totals</b>						<b>\$ 37,230,369</b>

\*\* - Individual bonds less than 5%  
N/A - Not Applicable

The Minnesota Municipal Money Market Fund is regulated by Minnesota Statutes and the Board of Directors of the League of Minnesota Cities and is an external investment pool not registered with the Securities Exchange Commission (SEC) that follows the same regulatory rules of the SEC under rule 2a7. The City's investment in this trust is measured at the net asset value per share provided by the pool, which is based on an amortized cost method that approximates fair value. The fund is not rated by a nationally recognized rating agency.

Investments are subject to various risks, the following of which are considered the most significant:

**Custodial Credit Risk** - For investments, this is the risk that in the event of a failure of the counterparty to an investment transaction (typically a broker-dealer) the City would not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City does not have a formal investment policy addressing this risk, but typically limits its exposure by only purchasing insured or registered investments, or by the control of who holds the securities.

**Credit Risk** – This is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. Minnesota Statutes authorize the City to invest in the following:

- a) Direct obligations or obligations guaranteed by the United States or its agencies, its instrumentalities, or organizations created by an act of Congress, excluding mortgage-backed securities defined as high risk.
- b) Shares of investment companies registered under the Federal Investment Company Act of 1940 that receive the highest credit rating, are rated in one of the two highest rating categories by a national bond rating service, and all of the investments have a final maturity of 13 months or less, and whose only investments are in securities described in (a) above, general obligation tax-exempt securities, or repurchase or reverse repurchase agreements.
- c) Obligations of any state or local municipality as follows:
  - 1) any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service;
  - 2) any security which is a revenue obligation of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service; and
  - 3) a general obligation of the Minnesota housing finance agency which is a moral obligation of the state of Minnesota and is rated "A" or better by a national bond rating agency.
- d) Bankers acceptance of United States banks eligible for purchase by the Federal Reserve System.
- e) Commercial paper issued by United States corporations or their Canadian subsidiaries, rated of the highest quality category by at least two national rating agencies, and maturing in 270 days or less.
- f) Guaranteed Investment Contracts guaranteed by a United States commercial bank, domestic branch of a foreign bank, or a United States insurance company, and with a credit quality in one of the top two highest categories by a national bond rating agency.
- g) Repurchase or reverse repurchase agreements and securities lending agreements with financial institutions qualified as a "depository" by the governmental entity, with banks that are members of the Federal Reserve System with capitalization exceeding \$10,000,000; that are a primary reporting dealer in U.S. government securities to the Federal Reserve Bank of New York; or certain Minnesota securities broker-dealers; or a bank qualified as a depositor.
- h) General obligation temporary bonds of the same governmental entity issued under § 429.091, Subdivision 7; § 469.178, Subdivision 5; or § 475.61, Subdivision 6.

The City's investment policy does not further address credit risk. As of December 31, 2014, the City's investment in obligations of U.S. government agencies that are only implicitly guaranteed by the U.S. government (e.g., securities issued by the Federal National Mortgage Association, the Federal Home Loan Bank, and the Federal Home Loan Mortgage Corporation), the MSILF Government Cash Management Fund shares, and Wells Fargo Advantage Government Money Market Fund received Aaa credit ratings from Moody's Investors Service, Inc. and AA+ from Standard & Poor's Corporation. The City's investments in Municipal bonds were rated Aaa, Aa and A by Moody's Investors Service, Inc. and AA by Standard & Poor's Ratings Services in the amount of \$489,385, \$490,570, \$732,642, and \$1,511,573, respectively.

**Concentration Risk** – This is the risk associated with investing a significant portion of the City's investment (considered 5 percent or more) in the securities of a single issuer, excluding U.S. guaranteed investments (such as treasuries), investment pools, and mutual funds. The City's investment policies do not limit the concentration of investments.

**Interest Rate Risk** – This is the risk of potential variability in the fair value of fixed rate investments resulting from changes in interest rates (the longer the period for which an interest rate is fixed, the greater the risk). The City does not have an investment policy limiting the duration of investments.

**Note 4 RECEIVABLES/UNEARNED REVENUE/DEFERRED INFLOWS OF RESOURCES**

Significant receivable balances not expected to be collected within one year of December 31, 2014 are as follows:

	Accounts Receivable	Certified Utility Accounts Receivable	Utility Customer Accounts Receivable	Delinquent Property Taxes	Special Assessment Receivable	Total
Major funds						
General	\$ 10,523	\$ -	\$ -	\$ 24,141	\$ -	\$ 34,664
G.O. Improvement Bonds of 2013	-	-	-	-	1,520,448	1,520,448
Municipal State Aid	-	-	-	-	3	3
Street Renewal	-	-	-	3,143	65,991	69,134
General Fixed Asset Replacement	-	-	-	4,705	-	4,705
Community Investment	-	-	-	99	-	99
Water	-	12,827	43,738	-	22,215	78,780
Sewer	-	20,305	77,597	-	20,038	117,940
Surface Water	-	5,483	27,337	-	4,366	37,186
Street Lights	-	2,506	10,346	-	-	12,852
Nonmajor governmental funds	-	-	-	3,163	309,390	312,553
	<u>\$ 10,523</u>	<u>\$ 41,121</u>	<u>\$ 159,018</u>	<u>\$ 35,251</u>	<u>\$ 1,942,451</u>	<u>\$ 2,188,364</u>

Governmental funds report deferred inflows of resources in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also report unearned revenue in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of deferred inflows and unearned revenue reported in the governmental funds were as follows:

	Major Funds							Total
	General Fund	2013 Improvement Bonds	Municipal State Aid	Street Renewal	General Fixed Asset Replacement	Community Investment	Nonmajor Funds	
Unearned								
Grant revenue received, but not yet earned	\$ 2,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,950
Antenna rental fees received, but not yet earned	-	-	-	-	-	113,155	-	113,155
Billboard rental fees received, but not yet earned	-	-	-	-	-	3,433	-	3,433
Total unearned revenue	<u>\$ 2,950</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 116,588</u>	<u>\$ -</u>	<u>\$ 119,538</u>
Deferred inflows of resources:								
Unavailable revenue - property taxes	\$ 44,053	\$ -	\$ -	\$ 5,735	\$ 8,585	\$ 181	\$ 49,698	\$ 108,252
Unavailable revenue - assessments	-	1,577,963	8	76,420	-	-	357,086	2,011,477
State aid received for subsequent years	10,061	-	1,700,000	-	-	-	-	1,710,061
Total deferred inflows of resources	<u>\$ 54,114</u>	<u>\$ 1,577,963</u>	<u>\$ 1,700,008</u>	<u>\$ 82,155</u>	<u>\$ 8,585</u>	<u>\$ 181</u>	<u>\$ 406,784</u>	<u>\$ 3,829,793</u>

**CITY OF SHOREVIEW**  
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**Note 5 CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2014 was as follows:

	Beginning Balance	Increases	Decreases	Adjustments	Ending Balance
<b>Primary government</b>					
<b>Governmental activities</b>					
Capital assets, not being depreciated					
Land	\$ 7,724,345	\$ -	\$ -	\$ -	\$ 7,724,345
Construction in progress	5,634,487	1,396,909	-	(4,724,083)	2,307,313
Total capital assets, not being depreciated	13,358,832	1,396,909	-	(4,724,083)	10,031,658
Capital assets, being depreciated					
Building and structures	34,929,415	15,709	-	-	34,945,124
Machinery and equipment	8,102,394	567,028	360,260	56,966	8,366,128
Infrastructure	58,543,640	131,000	4,429,664	4,667,117	58,912,093
Total capital assets, being depreciated	101,575,449	713,737	4,789,924	4,724,083	102,223,345
Less accumulated depreciation for					
Building and structures	10,076,728	841,491	-	-	10,918,219
Machinery and equipment	4,019,893	552,341	289,842	-	4,282,392
Infrastructure	35,812,598	1,678,489	3,574,015	-	33,917,072
Total accumulated depreciation	49,909,219	3,072,321	3,863,857	-	49,117,683
Total capital assets being depreciated - net	51,666,230	(2,358,584)	926,067	4,724,083	53,105,662
Governmental activities capital assets - net	\$ 65,025,062	\$ (961,675)	\$ 926,067	\$ -	\$ 63,137,320
<b>Business-type activities</b>					
Capital assets, not being depreciated					
Land	\$ 304,202	\$ 21,000	\$ -	\$ -	\$ 325,202
Construction in progress	2,113,155	1,815,009	-	(2,123,707)	1,804,457
Total capital assets, not being depreciated	2,417,357	1,836,009	-	(2,123,707)	2,129,659
Capital assets, being depreciated					
Building and structures	8,341,333	-	-	58,891	8,400,224
Machinery and equipment	2,532,106	-	11,493	-	2,520,613
Distribution and collection system	40,724,180	-	39,454	2,064,816	42,749,542
Total capital assets, being depreciated	51,597,619	-	50,947	2,123,707	53,670,379
Less accumulated depreciation for					
Building and structures	3,347,737	252,256	-	-	3,599,993
Machinery and equipment	462,561	100,905	11,493	-	551,973
Distribution and collection system	18,445,001	905,914	38,462	-	19,312,453
Total accumulated depreciation	22,255,299	1,259,075	49,955	-	23,464,419
Total capital assets being depreciated - net	29,342,320	(1,259,075)	992	2,123,707	30,205,960
Business-type activities capital assets - net	\$ 31,759,677	\$ 576,934	\$ 992	\$ -	\$ 32,335,619

**CITY OF SHOREVIEW**  
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Depreciation expense was charged to functions/programs of the government as follows:

Governmental activities	
General government	\$ 163,123
Public safety	85,033
Public works	1,677,328
Parks and recreation	492,297
Capital assets held by the City's internal service funds are charged to the various functions based on their usage of the assets	654,540
Total depreciation expense - governmental activities	<u>\$ 3,072,321</u>
Business-type activities	
Water	\$ 634,561
Sewer	329,430
Surface water	243,125
Street lights	51,959
Total depreciation expense - business-type activities	<u>\$ 1,259,075</u>

**COMMITMENTS**

At December 31, 2014, the City had construction project contracts in progress. The commitments related to the remaining contract balances are summarized as follows:

Project	Amount
Community Center Gym Roof Replacement	\$ 750
2014 Trail Construction/Rehabilitation	4,326
Owasso Street Realignment	11,695
Hanson/Oakridge/Nottingham Reconstruction	92,320
Total construction commitments	<u>\$ 109,091</u>

**Note 6 LONG-TERM DEBT**

The City issues general obligation bonds and certificates of participation to provide funds for the acquisition and construction of major capital facilities. The reporting entity's long-term debt is segregated between the amounts to be repaid from governmental activities and amounts to be repaid from business-type activities.

**GOVERNMENTAL ACTIVITIES**

As of December 31, 2014, the governmental activities long-term debt of the City consisted of the following:

	Issue Date	Final Maturity Date	Interest Rate	Authorized and Issued	Outstanding 12/31/2014
<b>G.O. improvement bonds</b>					
2008 Improvement Bonds	11/15/2008	02/01/2025	3.50-4.375	\$ 330,000	\$ 260,000
2009 Improvement Bonds	11/15/2009	02/01/2021	3.00-4.00	235,000	175,000
2010 Improvement Bonds	12/16/2010	02/01/2015	1.00-4.00	140,000	120,000
2013 Refunding Improvement Bonds	03/06/2013	02/01/2022	2.00	235,000	190,000
2013 Improvement Bonds	12/05/2013	02/01/2035	3.00-4.00	1,775,000	1,775,000
2014 Refunding Improvement Bonds	12/04/2014	02/01/2022	2.00-3.00	100,000	100,000
Total G.O. improvement bonds				2,815,000	2,620,000
<b>G.O. tax increment bonds</b>					
G.O. Tax Increment Refunding of 2007	11/01/2007	12/01/2015	4.00	1,090,000	350,000
<b>Other G.O. improvement bonds</b>					
G.O. Street Reconstruction Bonds of 2006	06/01/2006	02/01/2015	4.00-4.20	2,500,000	1,550,000
G.O. Capital Improvement Plan Bonds of 2010	03/10/2010	02/01/2015	1.20-5.85	5,615,000	5,025,000
G.O. Refunding Capital Improvement Plan Bonds of 2013	03/06/2013	02/01/2020	2.00	750,000	750,000
G.O. Refunding Street Reconstruction Bonds of 2013	03/06/2013	02/01/2022	2.00	1,380,000	1,380,000
G.O. Street Reconstruction Bonds of 2013	03/06/2013	02/01/2028	2.00-2.375	2,415,000	2,270,000
G.O. Capital Improvement Plan Refunding Bonds of 2014	12/04/2014	02/01/2030	2.00-3.00	4,670,000	4,670,000
Total other G.O. improvement bonds				17,330,000	15,645,000
Unamortized premium	N/A	N/A	N/A	N/A	425,312
<b>Loan payable</b>					
Metropolitan Right-of-Way Acquisition Loan Fund	09/26/2006	N/A	-	6,000,000	6,000,000
<b>Certificates of participation</b>					
Refunding Certificates of Participation 2011	04/01/2011	08/01/2023	2.00-3.75	4,620,000	3,635,000
<b>Compensated absences</b>					
	N/A	N/A	N/A	N/A	286,288
<b>Total city indebtedness – governmental activities</b>				<b>\$ 31,855,000</b>	<b>\$ 28,961,600</b>

N/A – Not Applicable

**BUSINESS-TYPE ACTIVITIES**

As of December 31, 2014, the business-type activities long-term debt of the City consisted of the following:

	Issue Date	Final Maturity Date	Interest Rate	Authorized and Issued	Outstanding 12/31/2014
<b>G.O. revenue bonds</b>					
Water Revenue Bonds of 2007	11/01/2007	02/01/2023	3.50-4.15	\$ 845,000	\$ 570,000
Sewer Revenue Bonds of 2007	11/01/2007	02/01/2023	3.50-4.15	260,000	175,000
Surface Water Revenue Bonds of 2007	11/01/2007	02/01/2023	3.50-4.15	600,000	405,000
Water Revenue Bonds of 2008	11/15/2008	02/01/2025	3.5-4.375	2,365,000	1,795,000
Sewer Revenue Bonds of 2008	11/15/2008	02/01/2025	3.5-4.375	580,000	440,000
Surface Water Revenue Bonds of 2008	11/15/2008	02/01/2025	3.5-4.375	230,000	180,000
Surface Water Revenue Bonds of 2009	11/15/2009	02/01/2021	3.00-4.00	1,180,000	790,000
Water Revenue Bonds of 2010	12/16/2010	02/01/2015	0.75-4.60	1,240,000	1,020,000
Sewer Revenue Bonds of 2010	12/16/2010	02/01/2015	0.75-4.60	985,000	810,000
Surface Water Revenue Bonds of 2010	12/16/2010	02/01/2015	0.75-4.60	355,000	295,000
Water Refunding Revenue Bonds of 2013	03/06/2013	02/01/2022	2.00	610,000	570,000
Water Revenue Bonds of 2013A	03/06/2013	02/01/2023	2.00	775,000	705,000
Water Revenue Bonds of 2013C	12/05/2013	02/01/2024	3.00	305,000	305,000
Sewer Refunding Revenue Bonds of 2013	03/06/2013	02/01/2022	2.00	285,000	245,000
Surface Water Refunding Revenue Bonds of 2013	03/06/2013	02/01/2016	2.00	155,000	100,000
Surface Water Revenue Bonds of 2013A	03/06/2013	02/01/2023	2.00	960,000	870,000
Surface Water Revenue Bonds of 2013C	12/05/2013	02/01/2024	3.00	190,000	190,000
Water Refunding Revenue Bonds of 2014	12/04/2014	02/01/2026	2.00-3.00	915,000	915,000
Sewer Refunding Revenue Bonds of 2014	12/04/2014	02/01/2026	2.00-3.00	730,000	730,000
Surface Water Refunding Revenue Bonds of 2014	12/04/2014	02/01/2026	2.00-3.00	265,000	265,000
Total G.O. revenue bonds				13,830,000	11,375,000
Unamortized premium	N/A	N/A	N/A	N/A	207,603
Compensated absences payable	N/A	N/A	N/A	N/A	79,384
<b>Total city indebtedness – business-type activities</b>				<b>\$ 13,830,000</b>	<b>\$ 11,661,987</b>

N/A – Not Applicable

**CITY OF SHOREVIEW**  
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December 31, 2014

**GOVERNMENTAL ACTIVITIES**

Annual debt service requirements to maturity for the governmental activities long-term debt are as follows:

Year Ending December 31,	G.O. Improvement Bonds		G.O. Tax Increment Bonds		Other G.O. Improvement Bonds		Certificates of Participation	
	Governmental Activities		Governmental Activities		Governmental Activities		Governmental Activities	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2015	\$ 235,000	\$ 81,988	\$ 350,000	\$ 14,000	\$ 6,835,000	\$ 321,333	\$ 360,000	\$ 110,315
2016	200,000	76,847	-	-	685,000	204,731	365,000	102,935
2017	165,000	71,666	-	-	720,000	190,682	375,000	94,540
2018	155,000	66,873	-	-	740,000	176,080	390,000	84,978
2019	145,000	62,197	-	-	760,000	159,682	400,000	74,058
2020	160,000	57,267	-	-	765,000	141,606	415,000	62,057
2021	165,000	51,954	-	-	660,000	124,432	430,000	48,155
2022	145,000	46,979	-	-	685,000	107,930	440,000	33,750
2023	120,000	42,741	-	-	485,000	94,282	460,000	17,250
2024	125,000	38,704	-	-	495,000	83,462	-	-
2025	135,000	34,391	-	-	505,000	71,800	-	-
2026	80,000	30,880	-	-	515,000	58,638	-	-
2027	80,000	28,320	-	-	525,000	44,256	-	-
2028	85,000	25,680	-	-	540,000	29,422	-	-
2029	85,000	22,960	-	-	360,000	16,500	-	-
2030	90,000	19,800	-	-	370,000	5,550	-	-
2031	85,000	16,300	-	-	-	-	-	-
2032	85,000	12,900	-	-	-	-	-	-
2033	90,000	9,400	-	-	-	-	-	-
2034	95,000	5,700	-	-	-	-	-	-
2035	95,000	1,900	-	-	-	-	-	-
Total	\$ 2,620,000	\$ 805,447	\$ 350,000	\$ 14,000	\$ 15,645,000	\$ 1,830,386	\$ 3,635,000	\$ 628,038

It is not practical to determine the specific year for payment of long-term accrued compensated absences.

The Metropolitan Right-of-Way Acquisition Loan Fund loan payable repayment is subject to conveyance of the property purchased with the loan to the Minnesota Department of Transportation and the timing of highway improvements is currently not known; therefore, it is not practical to determine the annual requirements to amortize this non-interest bearing note.

**CITY OF SHOREVIEW**  
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**BUSINESS-TYPE ACTIVITIES**

Annual debt service requirements to maturity for the business-type long-term debt are as follows:

Year Ending December 31,	G.O. Revenue Bonds Business-Type Activities	
	Principal	Interest
	2015	\$ 2,935,000
2016	960,000	250,574
2017	880,000	224,694
2018	900,000	198,795
2019	930,000	171,031
2020	950,000	141,040
2021	975,000	109,676
2022	875,000	79,758
2023	815,000	52,750
2024	495,000	31,168
2025	465,000	14,241
2026	195,000	2,925
Total	\$ 11,375,000	\$ 1,572,819

It is not practical to determine the specific year for payment of long-term accrued compensated absences.

**CHANGE IN LONG-TERM LIABILITIES**

Long-term liability activity for the year ended December 31, 2014, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
<b>Governmental activities</b>					
Bonds payable					
G.O. improvement bonds	\$ 2,780,000	\$ 100,000	\$ 260,000	\$ 2,620,000	\$ 235,000
G.O. tax increment bonds	690,000	-	340,000	350,000	350,000
Other G.O. improvement bonds	12,395,000	4,670,000	1,420,000	15,645,000	6,835,000
Premium	266,669	184,841	26,198	425,312	-
Total bonds payable	16,131,669	4,954,841	2,046,198	19,040,312	7,420,000
Loans payable	6,000,000	-	-	6,000,000	-
Certificates of participation	3,985,000	-	350,000	3,635,000	360,000
Compensated absences	270,837	353,200	337,749	286,288	27,901
Total governmental activity long-term liabilities	\$ 26,387,506	\$ 5,308,041	\$ 2,733,947	\$ 28,961,600	\$ 7,807,901
<b>Business-type activities</b>					
G.O. revenue bonds	\$ 11,115,000	\$ 1,910,000	\$ 1,650,000	\$ 11,375,000	\$ 2,935,000
Premium	136,758	90,466	19,621	207,603	-
Total bonds payable	11,251,758	2,000,466	1,669,621	11,582,603	2,935,000
Compensated absences	74,814	98,228	93,658	79,384	7,737
Total business-type activity long-term liabilities	\$ 11,326,572	\$ 2,098,694	\$ 1,763,279	\$ 11,661,987	\$ 2,942,737

The governmental activities loans payable and compensated absences are generally liquidated by the General Fund, special revenue funds, and capital project funds.

Financing of the certificates of participation will be provided from the General Fund, General Fixed Asset Replacement Fund, Community Investment Fund and Closed Bond Fund.

All general obligation indebtedness outstanding at December 31, 2014 is backed by the full faith and credit of the City, including improvement, tax increment, other improvement, and revenue bonds. Delinquent assessments receivable at December 31, 2014 totaled \$2,920.

In 2010, the City issued taxable "Build America Bonds," and will receive direct payment from the federal government of an amount equal to 35 percent of the amount of interest payable on each interest payment date.

**BOND REFUNDING**

On March 6, 2013 the City issued the \$2,910,000 General Obligation Refunding Bonds, Series 2013B, with an average interest rate of 2%, and refunded \$760,000 of the 2004 General Obligation Capital Improvement Plan Bonds with an average interest rate of 3.17%, \$100,000 of the 2006 General Obligation Improvement Bonds with an

average interest rate of 3.86%, \$520,000 of the 2006 General Obligation Water Revenue Bonds with an average interest rate of 3.89%, \$165,000 of the 2006 General Obligation Sewer Revenue Bonds with an average interest rate of 3.89% and \$1,385,000 of the 2006 General Obligation Street Reconstruction Bonds with an average interest rate of 2.84%. The refunding resulted in a gross debt service savings of \$65,598, \$7,995, \$53,835, \$14,400, \$132,035 over the next nine years and an economic gain of \$62,985, \$7,521, \$50,899, \$13,850, \$124,482 for the 2004 General Obligation Capital Improvement Plan, 2006 General Obligation Improvement, 2006 General Obligation Water Revenue, 2006 General Obligation Sewer Revenue, and 2006 General Obligation Street Reconstruction Bonds, respectively. The 2004 General Obligation Capital Improvement Plan, 2006 General Obligation Improvement, 2006 General Obligation Water Revenue, and 2006 General Obligation Sewer Revenue Bonds were called for redemption on February 1, 2014. The 2006 General Obligation Street Reconstruction Bonds will be called for redemption on February 1, 2015. Both the refunding and refunded debt will be reported in the City's financial statements until the call date of the refunded debt.

On December 4, 2014 the City issued the \$6,680,000 General Obligation Refunding Bonds, Series 2014A, with an average interest rate of 2.34%, and refunded \$105,000 of the Taxable General Obligation Improvement Bonds, Series 2010B with an average interest rate of 2.50%, \$945,000 of the Taxable General Obligation Water Improvement Bonds, Series 2010B with an average interest rate of 2.50%, \$750,000 of the Taxable General Obligation Sewer Improvement Bonds, Series 2010B with an average interest rate of 2.50%, \$275,000 of the Taxable General Obligation Surface Water Improvement Bonds, Series 2010B with an average interest rate of 2.50% and \$4,775,000 of the Taxable General Obligation Capital Improvement Plan Bonds, Series 2010A with an average interest rate of 3.30%. The refunding resulted in a gross debt service savings of \$2,078, \$30,127, \$26,934, \$7,949, \$369,041 over the next sixteen years and an economic gain of \$1,687, \$24,879, \$20,642, \$7,052, \$309,777 for the Taxable General Obligation Improvement Bonds, Series 2010B, Taxable General Obligation Water Improvement Bonds, Series 2010B, Taxable General Obligation Sewer Improvement Bonds, Series 2010B, Taxable General Obligation Surface Water Improvement Bonds, Series 2010B and Taxable General Obligation Capital Improvement Plan Bonds, Series 2010A respectively. The 2010 refunded bonds will be called for redemption on February 1, 2015. Both the refunding and refunded debt will be reported in the City's financial statements until the call date of the refunded debt.

**Note 7 PENSION PLANS**

**A. PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA) – DEFINED BENEFIT**

**PLAN DESCRIPTION**

All full-time and certain part-time employees of the City are covered by defined benefit plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA administers the General Employees Retirement Fund (GERF) which is a cost-sharing, multiple-employer retirement plan. This plan is established and administered in accordance with Minnesota Statutes, Chapters 353 and 356.

GERF members belong to either the Coordinated Plan or the Basic Plan. Coordinated Plan members are covered by Social Security and Basic Plan members are not. All new members must participate in the Coordinated Plan.

PERA provides retirement benefits as well as disability benefits to members, and benefits to survivors upon death of eligible members. Benefits are established by state statutes, and vest after five years of credited

service. The defined retirement benefits are based on a member's highest average salary for any five successive years of allowable service, age, and years of credit at termination of service.

Two methods are used to compute benefits for PERA's Coordinated and Basic Plan members. The retiring member receives the higher of a step-rate benefit accrual formula (Method 1) or a level accrual formula (Method 2). Under Method 1, the annuity accrual rate for a Basic Plan member is 2.2 percent of average salary for each of the first 10 years of service and 2.7 percent for each remaining year. The annuity accrual rate for a Coordinated Plan member is 1.2 percent of average salary for each of the first 10 years and 1.7 percent for each remaining year. Under Method 2, the annuity accrual rate is 2.7 percent of average salary for Basic Plan members and 1.7 percent for Coordinated Plan members for each year of service. For all GERS members hired prior to July 1, 1989 whose annuity is calculated using Method 1, a full annuity is available when age plus years of service equal 90. Normal retirement age is 65 for Basic and Coordinated Plan members hired prior to July 1, 1989. Normal retirement age is the age for unreduced Social Security benefits capped at 66 for Coordinated Plan members hired on or after July 1, 1989. A reduced retirement annuity is also available to eligible members seeking early retirement.

There are different types of annuities available to members upon retirement. A single-life annuity is a lifetime annuity that ceases upon the death of the retiree—no survivor annuity is payable. There are also various types of joint and survivor annuity options available which will be payable over joint lives. Members may also leave their contributions in the fund upon termination of public service in order to qualify for a deferred annuity at retirement age. Refunds of contributions are available at any time to members who leave public service, but before retirement benefits begin.

The benefit provisions stated in the previous paragraphs of this section are current provisions and apply to active plan participants.

PERA issues a publicly available financial report that includes financial statements and required supplementary information for GERS. That report may be obtained on the internet at [www.mnpera.org](http://www.mnpera.org); by writing to PERA at 60 Empire Drive, Suite 200, St. Paul, Minnesota, 55103-2088; or by calling (651) 296-7460 or (800) 652-9026.

**FUNDING POLICY**

Minnesota Statutes, Chapter 353 sets the rates for employer and employee contributions. These statutes are established and amended by the State Legislature. The City makes annual contributions to the pension plans equal to the amount required by state statutes. GERS Basic Plan members and Coordinated Plan members were required to contribute 9.1 percent and 6.25 percent, respectively, of their annual covered salary in 2014. In 2014, the City was required to contribute the following percentages of annual covered payroll: 11.78 percent for Basic Plan members and 7.25 percent for Coordinated Plan members. The City's contributions for the years 2014, 2013, and 2012 were \$398,328, \$395,304 and \$387,654, respectively. The City's contributions were equal to the contractually required contributions for each year as set by state statutes. Contribution rates will increase on January 1, 2015 in the Coordinated Plan (6.5% for members and 7.5% for employers).

**B. PUBLIC EMPLOYEES RETIREMENT ASSOCIATION (PERA) – DEFINED CONTRIBUTION**

Four councilmembers and the mayor of the City are covered by the Public Employees Defined Contribution Plan (PEDCP), a multiple-employer deferred compensation plan administered by PERA. The PEDCP is a

tax qualified plan under Section 401(a) of the Internal Revenue Code and all contributions by or on behalf of employees are tax deferred until time of withdrawal.

Plan benefits depend solely on amounts contributed to the plan plus investment earnings, less administrative expenses. The plan provisions are established and administered in accordance with Minnesota Statutes, Chapter 353D.03, which may be amended by the State Legislature and specifies the employee and employer contribution rates for those qualified personnel who elect to participate. An eligible elected official who decides to participate contributes 5 percent of salary which is matched by the elected official's employer. For ambulance service personnel, employer contributions are determined by the employer, and for salaried employees must be a fixed percentage of salary. Employer contributions for volunteer personnel may be a unit value for each call or period of alert duty. Employees who are paid for their services may elect to make member contributions in an amount not to exceed the employer share. Employer and employee contributions are combined and used to purchase shares in one or more of the seven accounts of the Minnesota Supplemental Investment Fund. For administering the plan, PERA receives 2 percent of employer contributions and twenty-five hundredths of one percent of the assets in each member's account annually.

Total contributions made by the City during fiscal year 2014 were:

	Amount		Percentage of Covered Payroll		Required Rates
	Employees	Employer	Employees	Employer	
PEDCP	\$ 1,477	\$ 1,477	5.00%	5.00%	5.00%

**Note 8 INTERFUND RECEIVABLES/PAYABLES AND TRANSFERS**

Interfund receivable and payable balances at December 31, 2014 are as follows:

Fund	Receivable	Payable
Major funds		
Owasso Street Realignment	\$ -	\$ 863,738
Nonmajor governmental funds	863,738	-
Total	\$ 863,738	\$ 863,738

Interfund receivables/payables are used for temporary cash deficits. These balances will be eliminated by future tax receipts.

**CITY OF SHOREVIEW**  
Notes to Financial Statements  
December 31, 2014

**Interfund transfers:**

Transfers out	Transfer In							Total
	General Fund	Community Center Operation Fund	Recreation Programs Fund	G.O. Improvement Bonds of 2013	Nonmajor Governmental Funds	Sewer Fund	Internal Service Funds	
General Fund	\$ -	\$ 239,000	\$ 70,000	\$ -	\$ 593,749	\$ -	\$ -	\$ 902,749
Recreation Programs Fund	-	100,000	-	-	-	-	-	100,000
Municipal State Aid Fund	-	-	-	-	91,088	-	-	91,088
Street Renewal Fund	-	-	-	-	793,864	-	-	793,864
General Fixed Asset Replacement Fund	-	-	-	-	263,649	-	-	263,649
Community Investment	-	-	-	-	175,000	-	-	175,000
Nonmajor governmental funds	160,000	-	-	35,666	435,599	-	-	631,265
Water Fund	260,000	-	-	-	136	-	43,000	303,136
Sewer Fund	138,000	-	-	-	136	-	43,000	181,136
Surface Water Fund	116,000	-	-	-	-	-	31,000	147,000
Street Lights Fund	18,000	-	-	-	-	-	2,400	20,400
Internal Service Funds	-	-	-	-	9,589	34,631	-	44,220
<b>Total transfers out</b>	<b>\$ 692,000</b>	<b>\$ 339,000</b>	<b>\$ 70,000</b>	<b>\$ 35,666</b>	<b>\$ 2,362,810</b>	<b>\$ 34,631</b>	<b>\$ 119,400</b>	<b>\$ 3,653,507</b>

Interfund transfers allow the City to allocate financial resources to the funds that receive benefits from services provided by another fund. All of the City's interfund transfers fall under that category. All of the 2014 transfers are considered routine and consistent with previous practices.

**CITY OF SHOREVIEW**  
Notes to Financial Statements  
December 31, 2014

**Note 9 CAPITAL LEASE**

In 2011, the City issued refunding certificates of participation for the lease of the community center expansion area. The lease is paid in semi-annual installments, and final payment is due August 1, 2023. Depreciation in the amount of \$75,598 has been recorded as depreciation expense during 2014.

The net book value of assets under capital lease at December 31, 2014 is as follows:

	December 31, 2014
Building and structures	\$ 5,359,094
Accumulated depreciation	<u>869,374</u>
<b>Net</b>	<b><u>\$ 4,489,720</u></b>

The following is a schedule of future minimum lease payments under the capital lease:

Year	Community Center Expansion
2015	\$ 470,315
2016	467,935
2017	469,540
2018	474,978
2019	474,058
2020	477,057
2021	478,155
2022	473,750
2023	<u>477,250</u>
<b>Total</b>	<b>4,263,038</b>
Less amount representing interest	<u>(628,038)</u>
<b>Present value of minimum lease payments</b>	<b><u>\$ 3,635,000</u></b>

**Note 10 OPERATING LEASE PAYABLE**

During 2014 the City leased three copier machines under one lease agreement the leases expires in August 2018, and calls for monthly lease payments of \$1,947. During 2014 the City leased eight treadmills, eight elliptical machines, and four adaptive motion trainers under three separate lease agreements for the community center. One lease expires in February of 2015 and two in September of 2016; and call for monthly lease payments of \$1,089, \$1,484 and \$1,320, respectively. Lease expenditures for the year ended December 31, 2014 amounted to \$70,081.

Future minimum annual lease payments at December 31, 2014 are as follows:

Year Ended December 31,	Copiers	Exercise Equipment	Total
2015	\$ 23,364	\$ 34,738	\$ 58,102
2016	23,364	26,557	49,921
2017	23,364	-	23,364
2018	15,576	-	15,576
Total	<u>\$ 85,668</u>	<u>\$ 61,295</u>	<u>\$ 146,963</u>

**Note 11 COMMITMENTS AND CONTINGENCIES**

**A. RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters.

Workers' compensation coverage for City employees and councilmembers is provided through a pooled self-insurance program through the League of Minnesota Cities Insurance Trust (LMCIT). The City pays an annual premium to LMCIT. The City is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through Workers' Compensation Reinsurance Association (WCRA) as required by law. For workers' compensation, the City is not subject to a deductible. The City's workers' compensation coverage prior to December 1, 2004 is retrospectively rated. With this type of coverage, final premiums are determined after loss experience is known. The amount of premium adjustment, if any, is considered immaterial and not recorded until received or paid.

Other insurance coverage is provided through a pooled self-insurance program through LMCIT. The City pays an annual premium to the LMCIT. The City is subject to supplemental assessments if deemed necessary by the LMCIT. The LMCIT reinsures through commercial companies for claims in excess of various amounts. The City retains risk for deductible portions. These deductibles are considered immaterial to the financial statements.

The City continues to carry commercial insurance for other risks of loss, including disability insurance. There were no significant reductions in insurance from the previous year or settlements in excess of insurance coverage for any of the past three fiscal years.

The City established the Short-Term Disability Self-Insurance Fund to account for the receipt of monthly premiums paid by employees and costs incurred in providing short-term disability insurance to employees on a self-insured basis. Under this program, the Short-Term Disability Self-Insurance Fund provides coverage for losses up to two-thirds of any employees' gross wages. Benefits begin on the sixteenth working day and cover up to three calendar months. The City purchases commercial insurance for long-term disability for claims which exceed three months.

The City established the Liability Claims Fund to account for losses in the City's general package insurance. Under this program, the Liability Claims Fund provides coverage for losses up to \$25,000 for each claim (annual aggregate is \$75,000).

All funds of the City participate in these two programs and make payments to these funds based on historical cost information. GASB Statement No. 10 requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. As of the date of the report, liabilities that have occurred are immaterial.

**B. LITIGATION**

The City attorney has indicated that existing and pending lawsuits, claims, and other actions in which the City is a defendant are either covered by insurance; of an immaterial amount; or, in the judgment of the City attorney, remotely recoverable by plaintiffs.

**C. FEDERAL AND STATE FUNDS**

The City receives financial assistance from federal and state governmental agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with the terms and conditions specified in the grant agreements and is subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the applicable fund. However, in the opinion of management, any such disallowed claims will not have a material effect on any of the financial statements of the individual fund types included herein or on the overall financial position of the City at December 31, 2014.

**D. TAX INCREMENT DISTRICTS**

The City's tax increment districts are subject to review by the state of Minnesota Office of the State Auditor (OSA). Any disallowed claims or misuse of tax increments could become a liability of the applicable fund. Management has indicated that they are not aware of any instances of noncompliance which would have a material effect on the financial statements.

**Note 12 DEFERRED AD VALOREM TAX LEVIES – BONDED DEBT**

General obligation bond issues sold by the City are financed by ad valorem tax levies. General obligation improvement bond issues sold by the City are partially financed by ad valorem tax levies in addition to special assessments levied against the benefiting properties. When a bond issue to be financed partially or completely by ad valorem tax levies is sold, specific annual amounts of such tax levies are stated in the bond resolution and the county auditor is notified and instructed to levy these taxes over the appropriate years. The future tax levies are subject to cancellation when and if the City has provided alternative sources of financing. The City Council is required to levy any additional taxes found necessary for full payment of principal and interest. These future scheduled tax levies are

not shown as assets in the accompanying financial statements at December 31, 2014. Future scheduled tax levies for all bonds outstanding at December 31, 2014 totaled \$11,047,606.

**Note 13 FUND BALANCES**

**A. CLASSIFICATIONS**

At December 31, 2014, a summary of the governmental fund balance classifications are as follows:

	General Fund	Major Special Revenue Funds	Major Debt Service Funds	Major Capital Project Funds	Other Funds	Total
<b>Nonspendable</b>						
Prepaid items	\$ 63,953	\$ 1,810	\$ -	\$ -	\$ 540	\$ 66,303
<b>Restricted for</b>						
Business loan program	-	-	-	-	165,777	165,777
Cable Television	-	-	-	-	31,037	31,037
Debt service	-	-	229,234	-	2,857,874	3,087,108
Economic development	-	-	-	-	43,399	43,399
Housing and redevelopment	-	-	-	-	87,943	87,943
Recycling	-	-	-	-	266,624	266,624
Tax increment purposes	-	-	-	-	3,415,223	3,415,223
Total restricted	-	-	229,234	-	6,867,877	7,097,111
<b>Committed to</b>						
Community Center operations	-	1,191,820	-	-	-	1,191,820
Recreation programs	-	971,694	-	-	-	971,694
Street improvements	-	-	-	2,400,134	-	2,400,134
Fixed asset replacements	-	-	-	675,302	-	675,302
Community projects	-	-	-	1,570,408	-	1,570,408
Cable TV	-	-	-	-	160,612	160,612
Slice of Shoreview event	-	-	-	-	76,351	76,351
Total committed	-	2,163,514	-	4,645,844	236,963	7,046,321
<b>Assigned to</b>						
Debt service	-	-	-	-	1,210,639	1,210,639
Street improvements	-	-	-	843,815	-	843,815
Computer systems	-	-	-	-	36,096	36,096
Total assigned	-	-	-	843,815	1,246,735	2,090,550
<b>Unassigned</b>	4,383,445	-	-	(907,931)	-	3,475,514
<b>Total</b>	<b>\$ 4,447,398</b>	<b>\$ 2,165,324</b>	<b>\$ 229,234</b>	<b>\$ 4,581,728</b>	<b>\$ 8,352,115</b>	<b>\$ 19,775,799</b>

**B. MINIMUM UNASSIGNED FUND BALANCE POLICY**

The City Council has formally adopted a policy regarding the minimum unassigned fund balance for the General Fund. The most significant revenue source of the General Fund is property taxes. This revenue source is received in two installments during the year – June and December. As such, it is the City's goal to begin each fiscal year with sufficient working capital to fund operations between each semi-annual receipt of property taxes. The policy also addresses the potential for unanticipated events.

The policy establishes a year-end targeted unassigned fund balance for working capital needs at fifty percent of the ensuing years' General Fund tax levy, and levy-based state aids. The working capital allocation shall be reduced by the balance of any prepaid items at year-end. The unassigned unanticipated event fund balance is established at ten percent of the ensuing years' budgeted General Fund expenditures. At December 31, 2014, the unassigned working capital fund balance was fifty percent of the ensuing years' General Fund tax levy, and levy based aids. The unassigned unanticipated event fund balance was ten percent of the ensuing years' budgeted General Fund expenditures.

**C. DEFICIT FUND BALANCES**

The City had deficit fund balances at December 31, 2014 as follows:

	Amount
Major Funds	
Capital Project	
Owasso Street Realignment	\$ 907,931

The Owasso Street Realignment deficit will be eliminated through future tax increment revenue.

**Note 14 HOME ENERGY IMPROVEMENT LOAN RECEIVABLE**

In 2010, the Economic Development Authority (EDA) started a home energy improvement loan program. As of December 31, 2014 the EDA issued fifteen loans with interest rates of 5.25%. The terms range from 96 to 120 months and call for monthly payments.

Future minimum loan receipts at December 31, 2014 are as follows:

Year	Home Energy Improvement Loan Program
2015	\$ 25,529
2016	25,529
2017	25,529
2018	25,431
2019	24,368
2020	23,972
2021	16,149
2022	10,202
2023	5,729
Total	182,438
Less amount representing interest	(31,775)
Total loan receivable	<u>\$ 150,663</u>

**Note 15 CONDUIT DEBT OBLIGATIONS**

From time to time, the City has issued industrial revenue bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Not the City, the state, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of December 31, 2014, there were three series of industrial revenue bonds outstanding, with an aggregate principal amount payable of \$10,032,569.

**Note 16 CONTINGENT NOTE PAYABLE**

The City has issued several tax increment pay-as-you-go revenue notes. These notes are not a general obligation of the City and are payable solely from available tax increments. Accordingly, these notes are not reflected in the financial statements of the City. Details of the pay-as-you-go revenue notes are as follows:

**TIF District #4**

Within TIF District #4, there is a pay-as-you-go agreement. As of December 31, 2014, future tax increment flow will be used to pay Tax Increment Agreement (Series 1996) up to a maximum amount of \$634,333.

**TIF District #6**

Within TIF District #6, there are two pay-as-you-go agreements. As of December 31, 2014, future tax increment flow will be used to pay Tax Increment Agreement #1 (Series 2001) up to a maximum amount of \$1,354,977, and to pay Tax Increment Agreement #2 (Series 2001) up to a maximum amount of \$527,000.

**TIF District #7**

Within TIF District #7, there is a pay-as-you-go agreement. As of December 31, 2014, future tax increment flow will be used to pay Tax Increment Agreement (Series 2014) up to a maximum amount of \$672,266.

**TIF District #9**

Within TIF District #9, there is a pay-as-you-go agreement. As of December 31, 2014, future tax increment flow will be used to pay Tax Increment Agreement (Series 2014) up to a maximum amount of \$494,944.

**Note 17 PLEDGED REVENUE**

The City has issued Certificates of Participation, Tax Increment, Capital Improvement, and Utility Improvement bonds for the construction of buildings, public works infrastructure, and park and recreation facilities. Specific revenues are pledged for the payments of interest and future retirement of the obligations. As of December 31, 2014 the following pledges were in place:

**G.O. Refunding Tax Increment Bonds of 2007**

The City pledged \$368,231 of tax increment collections and interest earnings to meet the debt service commitment on the bonds. The debt was originally issued in 2007 to refund the 1999C Tax Increment Bonds, which financed park and recreation building and structures and public works infrastructure and it has a final maturity date of December 1, 2015. The pledged revenues represent 100 percent of the revenue stream, and \$364,000 of the pledge commitment remains outstanding.

**G.O. Capital Improvement Plan Bonds of 2010/Refunding of 2014**

The City pledged \$1,023,231 of Central Garage charges, property tax collections, earnings on investments, Federal Build America Bond credit, capital contributions and transfers from utility funds to meet the debt service commitment on the bonds. The debt was originally issued in 2010 to finance the Central Garage building renovation, Refunding bonds were issued in 2014 and the 2010 bonds will be called for redemption in 2015. The 2014 Refunding Bonds have a final maturity date of February 1, 2030. The pledged revenues represent 61 percent of the revenue stream, and \$10,958,480 of the pledge commitment remains outstanding.

**G.O. Water Revenue Bonds**

The City pledged \$1,012,591 of operating revenue, earnings on investments and Federal Build America Bond credits to meet the debt service commitment on the bonds. The debt was originally issued in years 2002 - 2014 to

**CITY OF SHOREVIEW**  
Notes to Financial Statements  
December 31, 2014

**FINANCIAL SECTION –  
REQUIRED SUPPLEMENTARY FINANCIAL  
INFORMATION OTHER THAN MD&A**

finance water system infrastructure improvements and it has a final maturity date of years 2015 - 2026. The pledged revenues represent 37 percent of the revenue stream, and \$6,768,665 of the pledge commitment remains outstanding.

G.O. Sewer Revenue Bonds

The City pledged \$677,671 of operating revenue, earnings on investments and Federal Build America Bond credits to meet the debt service commitment on the bonds. The debt was originally issued in years 2006 - 2014 to finance sewer system infrastructure improvements and it has a final maturity date of years 2015 - 2026. The pledged revenues represent 17 percent of the revenue stream, and \$2,693,998 of the pledge commitment remains outstanding.

G.O. Surface Water Revenue Bonds

The City pledged \$568,722 of operating revenue, earnings on investments, capital contributions and Federal Build America Bond credits to meet the debt service commitment on the bonds. The debt was originally issued in years 2002 - 2014 to finance surface water system infrastructure improvements and it has a final maturity date of years 2015 - 2026. The pledged revenues represent 40 percent of the revenue stream, and \$3,485,156 of the pledge commitment remains outstanding.

Refunding Certificates of Participation of 2011

The City pledged \$485,760 of earnings on investments, other revenue and transfers from other funds to meet the debt service commitment on the certificates. The certificates were issued in 2011 to refund the Certificates of Participation of 2002 which financed the community center expansion and it has a final maturity date of August 1, 2023. The pledged revenues represent 100 percent of the revenue stream, and \$4,263,038 of the pledge commitment remains outstanding.

Revenue available to meet debt service requirements is shown in the following table:

Bond Issue	Gross Revenue	Direct Operating Expenses	Available Net Revenue	Debt Service Requirements		Total
				Principal	Interest and Fees Paying Agent	
G.O. Refunding Tax Increment Bonds of 2007	\$ 368,231	\$ -	\$ 368,231	\$ 340,000	\$ 28,050	\$ 368,050
G.O. Capital Improvement Plan Bonds of 2010/Refunding 2014	1,666,362	643,131 *	1,023,231	245,000	318,992	563,992
G.O. Water Revenue Bonds	2,748,179	1,735,588 *	1,012,591	965,000	178,732	1,143,732
G.O. Sewer Revenue Bonds	4,022,036	3,344,365 *	677,671	325,000	70,243	395,243
G.O. Surface Water Revenue Bonds	1,411,270	842,548 *	568,722	360,000	86,406	446,406
Refunding Certificates of Participation of 2011	485,760	-	485,760	350,000	119,315	469,315
	<u>\$ 10,701,838</u>	<u>\$ 6,565,632</u>	<u>\$ 4,136,206</u>	<u>\$ 2,585,000</u>	<u>\$ 801,738</u>	<u>\$ 3,386,738</u>

CITY OF SHOREVIEW, MINNESOTA  
 Required Supplementary Information  
 Budgetary Comparison Schedule – General Fund  
 For The Year Ended December 31, 2014

REQUIRED SUPPLEMENTARY INFORMATION

	Original and Final Budget	Actual Amounts	Variance With Final Budget
<b>Revenues</b>			
General property taxes			
Current	\$ 6,837,154	\$ 6,692,354	\$ (144,800)
Other	-	5,683	5,683
Total general property taxes	<u>6,837,154</u>	<u>6,698,037</u>	<u>(139,117)</u>
Licenses and permits			
Business	36,300	38,135	1,835
Non-business	288,200	589,898	301,698
Total licenses and permits	<u>324,500</u>	<u>628,033</u>	<u>303,533</u>
Intergovernmental			
State			
Road maintenance	168,000	217,451	49,451
Market value homestead credit	-	61	61
PERA aid	20,122	20,122	-
State fire aid	-	320,917	320,917
Other	-	15,868	15,868
Local			
Aggregate gravel tax	500	-	(500)
Total intergovernmental	<u>188,622</u>	<u>574,419</u>	<u>385,797</u>
Charges for services			
General government	600	4,530	3,930
Public works	370,000	330,465	(39,535)
Parks and recreation	7,500	10,524	3,024
Community development	58,000	155,667	97,667
Administrative charges			
Special revenue funds	93,990	93,990	-
Capital project funds	90,000	73,860	(16,140)
Enterprise funds	683,020	683,020	-
Total charges for services	<u>1,303,110</u>	<u>1,352,056</u>	<u>48,946</u>
Fines and forfeits	52,800	49,430	(3,370)
Earnings on investments	45,000	197,442	152,442
Other	26,108	28,974	2,866
Total revenues	<u>8,777,294</u>	<u>9,528,391</u>	<u>751,097</u>
<b>Expenditures</b>			
General government			
Current			
Council and Commissions	145,385	138,565	6,820
Administration	539,688	508,845	30,843
Human resources	278,161	245,355	32,806
Elections	39,559	34,332	5,227
Communications	209,370	195,445	13,925
Finance and accounting	559,990	512,388	47,602
Information systems	334,900	273,406	61,494
Legal	120,000	128,048	(8,048)
Capital outlay			
Information systems	-	48,768	(48,768)
Total general government	<u>2,227,053</u>	<u>2,085,152</u>	<u>141,901</u>

**CITY OF SHOREVIEW, MINNESOTA**  
 Required Supplementary Information  
 Budgetary Comparison Schedule – General Fund  
 For The Year Ended December 31, 2014

	Original and Final Budget	Actual Amounts	Variance With Final Budget
Expenditures (continued)			
Public safety			
Current			
Police	1,969,030	1,979,639	(10,609)
Fire	1,023,220	1,344,162	(320,942)
Emergency services	7,973	2,946	5,027
Total public safety	<u>3,000,223</u>	<u>3,326,747</u>	<u>(326,524)</u>
Public works			
Current			
Public works administration and engineering	460,442	456,455	3,987
Streets	837,694	774,139	63,555
Trail management	126,347	117,487	8,860
Forestry	132,243	125,314	6,929
Total public works	<u>1,556,726</u>	<u>1,473,395</u>	<u>83,331</u>
Parks and recreation			
Current			
Parks and recreation administration	397,368	366,627	30,741
Municipal buildings	127,775	138,254	(10,479)
Park and sports area maintenance	1,200,912	1,185,557	15,355
Total parks and recreation	<u>1,726,055</u>	<u>1,690,438</u>	<u>35,617</u>
Community development			
Current			
Planning and zoning administration	434,522	424,971	9,551
Building inspection	155,715	173,350	(17,635)
Total community development	<u>590,237</u>	<u>598,321</u>	<u>(8,084)</u>
Total expenditures	<u>9,100,294</u>	<u>9,174,053</u>	<u>(73,759)</u>
Revenues over (under) expenditures	<u>(323,000)</u>	<u>354,338</u>	<u>677,338</u>
Other financing sources (uses)			
Sale of capital assets	-	203	203
Transfers in	692,000	692,000	-
Transfers out	(369,000)	(902,749)	(533,749)
Total other financing sources (uses)	<u>323,000</u>	<u>(210,546)</u>	<u>(533,546)</u>
Net change in fund balance	<u>\$ -</u>	<u>143,792</u>	<u>\$ 143,792</u>
Fund balance – January 1		4,303,606	
Fund balance – December 31		<u>\$ 4,447,398</u>	

**CITY OF SHOREVIEW, MINNESOTA**  
 Required Supplementary Information  
 Budgetary Comparison Schedule – Community Center Operations Fund  
 For The Year Ended December 31, 2014

	Original and Final Budget	Actual Amounts	Variance With Final Budget
Revenues			
Charges for services	\$ 2,431,850	\$ 2,401,381	\$ (30,469)
Earnings on investments	8,000	65,924	57,924
Other	13,000	13,529	529
Total revenues	<u>2,452,850</u>	<u>2,480,834</u>	<u>27,984</u>
Expenditures			
Parks and recreation			
Current			
Personal services	1,570,841	1,475,984	94,857
Materials and supplies	499,815	528,353	(28,538)
Contractual services	597,020	670,494	(73,474)
Total expenditures	<u>2,667,676</u>	<u>2,674,831</u>	<u>(7,155)</u>
Revenues over (under) expenditures	<u>(214,826)</u>	<u>(193,997)</u>	<u>20,829</u>
Other financing sources (uses)			
Transfers in	339,000	339,000	-
Net change in fund balance	<u>\$ 124,174</u>	<u>145,003</u>	<u>\$ 20,829</u>
Fund balance – January 1		1,048,539	
Fund balance – December 31		<u>\$ 1,193,542</u>	

**CITY OF SHOREVIEW, MINNESOTA**  
 Required Supplementary Information  
 Budgetary Comparison Schedule – Recreation Programs Fund  
 For The Year Ended December 31, 2014

	Original and Final Budget	Actual Amounts	Variance With Final Budget
<b>Revenues</b>			
Charges for services	\$ 1,460,213	\$ 1,419,065	\$ (41,148)
Earnings on investments	4,200	44,575	40,375
Other	-	48	48
<b>Total revenues</b>	<u>1,464,413</u>	<u>1,463,688</u>	<u>(725)</u>
<b>Expenditures</b>			
<b>Parks and recreation</b>			
<b>Current</b>			
Personal services	1,060,229	940,734	119,495
Materials and supplies	83,766	68,853	14,913
Contractual services	221,758	214,054	7,704
<b>Total expenditures</b>	<u>1,365,753</u>	<u>1,223,641</u>	<u>142,112</u>
<b>Revenues over (under) expenditures</b>	<u>98,660</u>	<u>240,047</u>	<u>141,387</u>
<b>Other financing sources (uses)</b>			
Transfers in	70,000	70,000	-
Transfers out	(100,000)	(100,000)	-
<b>Total other financing sources (uses)</b>	<u>(30,000)</u>	<u>(30,000)</u>	<u>-</u>
<b>Net change in fund balance</b>	<u>\$ 68,660</u>	<u>210,047</u>	<u>\$ 141,387</u>
Fund balance – January 1		761,735	
Fund balance – December 31		<u>\$ 971,782</u>	

**CITY OF SHOREVIEW, MINNESOTA**  
 Required Supplementary Information  
 Budgetary Comparison Schedule  
 Note to RSI  
 December 31, 2014

**Note A LEGAL COMPLIANCE – BUDGETS**

The General Fund, Community Center Operations Fund, and Recreation Programs Fund budgets are legally adopted on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the department level (general government, public safety, public works, parks and recreation, community development, and miscellaneous) for all funds. For the year ended December 31, 2014, the following is a list of funds whose departments exceeded budgeted appropriations:

	Original and Final Budget	Actual	Over Budget
<b>Major funds</b>			
<b>General Fund</b>			
Public Safety	\$ 3,000,223	\$ 3,326,747	\$ 326,524
Community Development	590,237	598,321	8,084
<b>Community Center Operations Fund</b>	2,667,676	2,674,831	7,155

The General Fund over expenditures were funded by greater than anticipated revenues. The Community Center Operations Fund over expenditures were funded by greater than anticipated revenues and available fund balance.

**City of Shoreview, Minnesota**  
**\$10,000,000\* General Obligation Improvement and Utility Revenue Bonds, Series 2015A**

For the Bonds of this Issue which shall mature and bear interest at the respective annual rates, as follow, we offer a price of \$\_\_\_\_\_ (which may not be less than \$10,000,000 (Par)) plus accrued interest, if any, to the date of delivery.

<u>Year</u>	<u>Interest Rate (%)</u>	<u>Yield (%)</u>	<u>Dollar Price</u>	<u>Year</u>	<u>Interest Rate (%)</u>	<u>Yield (%)</u>	<u>Dollar Price</u>
2017	_____%	_____%	_____%	2027	_____%	_____%	_____%
2018	_____%	_____%	_____%	2028	_____%	_____%	_____%
2019	_____%	_____%	_____%	2029	_____%	_____%	_____%
2020	_____%	_____%	_____%	2030	_____%	_____%	_____%
2021	_____%	_____%	_____%	2031	_____%	_____%	_____%
2022	_____%	_____%	_____%	2032	_____%	_____%	_____%
2023	_____%	_____%	_____%	2033	_____%	_____%	_____%
2024	_____%	_____%	_____%	2034	_____%	_____%	_____%
2025	_____%	_____%	_____%	2035	_____%	_____%	_____%
2026	_____%	_____%	_____%	2036	_____%	_____%	_____%

**Designation of Term Maturities**

Years of Term Maturities \_\_\_\_\_

In making this offer on the sale date of August 17, 2015 we accept all of the terms and conditions of the Terms of Proposal published in the Preliminary Official Statement dated July 28, 2015 including the City’s right to modify the principal amount of the Bonds. (See “Terms of Proposal” herein.) In the event of failure to deliver these Bonds in accordance with said Terms of Proposal, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$\_\_\_\_\_

TRUE INTEREST RATE: \_\_\_\_\_ %

The Bidder  will not  will purchase municipal bond insurance from \_\_\_\_\_.

Account Members

\_\_\_\_\_  
Account Manager

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

Phone: \_\_\_\_\_

.....  
The foregoing proposal has been accepted by the City.

Attest: \_\_\_\_\_

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

.....  
\* Preliminary; subject to change.



**TO:** Mayor, City Council and City Manager  
**FROM:** Kathleen Castle, City Planner  
**DATE:** August 12, 2015  
**SUBJECT:** Case File 2584-15-27, Planned Unit Development – Concept Stage, Elevage Development Group, LLC

**Introduction**

Elevage Development Group, LLC (EDG) has submitted a Planned Unit Development – Concept Stage application for the redevelopment of the following properties: 157 County Road E, 185 County Road E, 3521 Rice Street and 3500 Rustic Place. The development plan calls for the demolition of the existing site improvements, including the shopping center and 3 single-family homes, and redevelopment of the site with multi-family residential and commercial land uses. The multi-family residential building is an apartment building that will provide approximately 100 market rate and luxury units. The proposed structure is designed as a 4 and 5 story building with an upper level atrium and underground parking.

The commercial land uses include a 1,868 square foot retail building and a 6,576 square foot restaurant.

**Project Summary**

The redevelopment site includes four properties located at the intersection of Rice Street and Country Road E, north of Interstate 694. Existing land uses include a one-story 34,887 square foot shopping center built in 1957, and three small single-family residences that were built in 1939 and 1940. The redevelopment site has approximately 4.14 acres with frontage on Rice Street and County Road E. The existing commercial and residential land uses will be replaced with a mixed-use development consisting of a high-density market rate apartment building, a 1,868 square foot retail building and a 6,576 square foot restaurant.

The proposed apartment building is located on the western half of the property and is designed as a 5 and 4 story “L” shaped – building with an upper-floor atrium. Parking will be provided in a below grade parking structure as well as a surface parking lot. Sustainable features will be incorporated into the design including a green roof to reduce stormwater run-off. Access will be provided off Rice Street and County Road E. Please see the attached statement and submitted plans.

A detailed site plan has not been submitted due to the conceptual nature of this first step in the review process. Based on the conceptual plan submitted, it appears flexibility from the City’s Development Standards will be needed for the following:

### Apartment Building

1. Building Height– Maximum building height of 35-feet permitted; this height may be exceed if for every foot of height there is one additional foot of setback on all sides.
2. Building Setbacks - Minimum structure setback of 30-feet required from all property lines; however, larger setbacks are required if the structure exceeds the maximum 35-foot building height permitted.
3. Parking lot design regarding landscape islands

### Commercial Land Uses

1. Building Setbacks – Minimum structure setback of 50-feet required when adjacent to land planned for residential use.
2. Parking Lot Setback – Minimum setback of 20-feet when adjacent to a residential use

### **Planned Unit Development**

Development of this site will be reviewed via the Planned Unit Development process. Planned Unit Development (PUD) process is used to encourage or provide flexibility, creativity, and innovation in the planning and design of development to achieve a variety of objectives related to the Development Code and the City's land use and housing goals.

The PUD Concept Stage application is designed to address the appropriateness of a development proposal from the perspective of general land use compatibility and provides the applicant with an opportunity to submit a general plan showing the basic intent and nature of the development. This process incorporates public review; thereby allowing the applicant to receive comments regarding the proposed development from the City and nearby property owners. It also provides a forum in which more specific development issues and potential concerns can be identified requiring further information and additional analysis during the subsequent Planned Unit Development - Development Stage application review. No formal action is taken on the concept stage application by the City Council or Planning Commission.

### **Staff Review**

The conceptual plans have been reviewed by staff in accordance with the PUD review criteria, Shoreview's land use and housing goals (Comprehensive Plan) and general land use compatibility. In addition, the key issues associated with this plan are also addressed.

### *Planned Unit Development Review Criteria*

The proposed development needs to satisfy certain objectives in order to be approved through the PUD process. Objectives met by this proposal includes; Comprehensive Plan consistency, high-quality building design, enhancement of public infrastructure, innovative stormwater management, sustainable design, housing choice, elimination of a blighted structure, land use compatibility and natural resource preservation.

## *Comprehensive Plan Consistency*

The Comprehensive Plan designates the majority of this property as C, Commercial and the existing residential parcels as RL, Low Density Residential. The proposal does require an amendment to the Comprehensive Plan changing the existing land use designations. Due to the mixed use nature of the development, the relationship of the proposed uses and density of the apartment building, the staff believes a MU, Mixed Use land use designation is appropriate. The MU designation permits a variety of land uses, including horizontally mixed residential and commercial land uses.

The planned land use of this property (Chapter 4) is C, Commercial and this property is also included in Policy Development Area #18, Rice Street Crossings and Vicinity. Policy Development Areas (PDA's) present opportunities or pose significant concerns for development or redevelopment. Through the use of the PDA concept, the City has established more specific land use policies that address the individual circumstances found within the PDA. In accordance with the PDA #18, the commercial parcel has a land use designation of Commercial and O, Office. The C designation recognizes and allows for commercial uses while the O designation, suggests this area may also be suitable for office use due to the proximity to the highway and adjoining residential neighborhood. The Plan does recognize that the large residential lots adjacent to this should retain the RL, Low Density Residential Designation until a redevelopment application is received. An amendment would then be required to change the land use.

Chapter 6, Economic Development, also identifies the commercial property as a Targeted Redevelopment Area, TRA #2. One of the key issues identified relates to the appropriate land use for this property because it adjoins a low density residential neighborhood.

Chapter 7, Housing, include goals that address redevelopment and housing. Since there are limited opportunities for development, the plan recognizes that redevelopment is vital to meet the life-cycle housing needs of the community and diversify the housing supply. The Plan also recognizes that existing conditions and neighborhood character need to be considered when reviewing infill and redevelopment proposals.

Since the Rice Street/I694 interchange area was identified as both a PDA and TRA, this area was included in the Highway Corridor Transition Study which was completed earlier this year. The recommendations of this study include updating the PDA and expanding potential uses to include high density residential as well as buffer requirements for the adjacent single-family neighborhood. In addition, the creation of a Mixed Use district was recommended to allow a mixture of uses within a development project including commercial, office, high-density residential and live-work units.

The Economic Development Authority has also included the Rice Street/I694 interchange area in their 2015/2016 workplan. This plan calls for continued efforts to address the transportation infrastructure issues for the interchange area as well as looking at options for the redevelopment of the commercial center.

Shoreview's Housing Action Plan also recognizes that new rental housing opportunities are needed to expand housing choice and attract younger households.

### *General Land Use Compatibility*

To the west and north of the development site are low density residential land uses and to the south is a commercial use and Interstate 694. The City of Vadnais Heights is located east of Rice Street. Land uses in Vadnais Heights include single-family residential, office and commercial.

In staff's opinion, the proposed use of the property as high density residential and commercial may be compatible with the adjoining land uses and should not have an adverse impact on the adjoining land uses provided redevelopment incorporates design strategies that minimize and mitigate impacts on the adjoining residential neighborhood. The impact on this residential neighborhood is a primary concern. Commercial uses are currently permitted and established on the property. While the proposed development reduces the amount of commercial space, the commercial land uses (including the restaurant) are configured differently. The Staff's primary concern with the proposed location of the commercial uses is the impact the restaurant may have on the adjoining residential properties located on Rice Street. An increased setback, enhanced buffer or relocation elsewhere on the property is recommended to address this concern.

Residential uses, regardless of the housing type, occupancy or density, are generally considered compatible land uses. While Staff believes the proposed use is compatible, concerns are present regarding the impact of the structure on the adjoining residential properties due to the proposed height. Again, site design strategies should be employed to minimize these impacts.

### **Land Use and Development Issues**

EDG has submitted the conceptual site development plans for review and comment by the Planning Commission, City Council and public. While it is difficult at the concept level to determine the extent of flexibility that will be needed from the development code standards, code flexibility is essential for this project to move forward. The project has been reviewed in accordance with the R3, Multiple Dwelling Residential District and C1, Retail Service District which will be the underlying zoning districts for the PUD.

### *Placement of the Commercial and Residential Structures*

The location of the proposed land uses and structures was influenced by the needs of those uses, site characteristics, proximity to adjoining land uses and the transportation corridor. The commercial land uses are located on the eastern portion of the site and oriented towards Rice Street, an arterial roadway. The intent is to enhance the visibility of these uses and focus commercial activity adjacent to the Rice Street corridor and nearby interchange. The multi-family residential structure is located on the western portion of the property closer in proximity to the adjoining low-density residential neighborhood and buffered slightly from the transportation network and other commercial land uses along Rice Street. This structure also provides a buffer between the commercial land uses and the arterial highway and interstate for

the established residential neighborhood. In Staff's opinion, the location of these uses on the property is logical based on the needs of the proposed uses, site characteristics, proximity to the transportation corridor and low-density residential neighborhood.

### *Building Height*

The proposed apartment building is designed as a 5 and 4-story building with a flat roof. In the R3 district, the maximum building height permitted is 35 feet (Section 205.084 (C3)). This height, however, can be exceeded provided: 1) It does not exceed the firefighting capabilities of the Fire Department (Section 206.040 (A)) and 2) An additional 1-foot of setback is provided for every additional foot in height over 35' (Section 205.084 (C3)).

Lake Johanna Fire Department has reviewed the proposed concept and indicated that the proposed height is not a concern as the Department has trained staff and the equipment needed to respond to a fire in a taller building. The building is also required to have a fire suppression system. Comments from Lake Johanna Fire Department are attached.

As identified above, flexibility for the structure will be needed from the minimum building setbacks required. The primary issue pertaining to height relates to the visual impact, specifically on those single-family residential uses north and west of the development site. Further, the proximity of the structure to these residential properties will have a shadow impact due to the proposed height. This is a concern that should be addressed. While Staff believes the western portion of the site is suitable for a higher density residential land use, the location and design of the structure should be re-evaluated to minimize the visual impacts, including shadow cast on the nearby single-family land uses.

### *Residential Density*

In the MU land use designation, a density up to 45 units per acre is permitted. Density is calculated by using the gross site area of the property. While the parcel lines for the development have not yet been determined, it is estimated that the apartment complex will be located on a parcel that is approximately 2.4 acres in size. Using this lot area, the proposed density is 41 units per acre falling within the maximum 45 units per acre permitted in the MU land use designation.

One issue that has been raised relates to the impact higher density developments can have on lower-density residential neighborhoods. The proposed location is on the edge of a lower density neighborhood but also adjacent to an arterial roadway, Interstate 694 and commercial land uses. This type of development pattern is not unique and other examples include Southview Senior Living, The Shores, Summerhouse and Applewood Pointe. Although the densities of the two residential land uses have a large variation, these densities can co-exist provided site and building design strategies are used to minimize and mitigate impacts on the lower density residential neighborhood.

### *Traffic Impacts*

Currently, access to the development site is gained by driveways off both Rice Street and County Road E. The conceptual plan submitted consolidates and reduces the number of access points to one on both Rice Street and County Road E. Ramsey County Staff has reviewed the plan and indicated that access would be restricted to County Road E.

A traffic impact study will be required with the PUD - Development Stage application. Concerns have been voiced regarding the traffic impacts on Rice Street, the County Road E/Rice Street/Vadnais Boulevard intersection and Rustic Place. This impact study will need to show trip generation as well as trip distribution. There should also be a comparison to the existing land use. The County has indicated that this study is required and modifications to the traffic signal timing at the County Road E/Rice Street/Vadnais Boulevard intersection may be needed.

### *Parking*

The development plan includes surface parking for the commercial land uses with surface and underground parking for the apartment building. The surface parking area is designed with 162 stalls that can be shared between the different uses on the property. Shared parking and maintenance agreements will be required.

Additional information will be needed regarding the parking provided in the underground garage for the apartment complex and parking demand for the development as a whole.

The City's Development Code requires a minimum 2.5 stalls per unit in the R3 zoning district with one stall fully enclosed (Section 206.020 (B1g)). and 5.5 stalls per 1,000 square feet of net floor area in the C1 district (Section 206.020 (B1a)). Restaurants require 1 stall per 3 seats based on the maximum design capacity of the building (Section 206.020 (B2f)).

The Development Code does provide some flexibility with respect to parking standards. The number of parking stalls constructed may be reduced to a number less than the minimum provided parking management techniques are used. Techniques that may be considered include proximity to transit (transit is provided on Rice Street), shared parking and proof of parking (Section 206.020 (C)).

Parking lots also need to maintain a minimum 20-foot setback from a street right-of-way and residential property line. Landscaping is also required to screen the parking areas, provide visual relief and shade (Section 206.060 (A)). The developer is encouraged to increase the setback of parking areas from the adjoining residential properties and increase landscaping within the parking lot. Setback reductions adjacent to Rice Street and County Road E may be supported provided enough space is retained for landscape screening.

### **Public Comment**

Property owners within 350-feet of the developments were notified of the request. A development notification sign was also placed on the property.

The City has received comments from a number of property owners expressing opposition and concerns regarding the proposed development. These concerns generally relate to land use compatibility with the adjoining single-family residential neighborhood, density, public safety, traffic, visual impact, architectural design/scale, and environmental impacts. These comments are attached.

Joe Lux, Ramsey County Public Works Department, provided comments regarding impacts on the transportation network. The County has indicated that access would be restricted to County Road E and a traffic impact report is needed to assess the impacts on the roadway system.

Michael Corbett, Minnesota Department of Transportation, also provided comments regarding traffic, permitting requirements and noise.

Nate Berg, Lake Johanna Fire Marshall, also provided comments regarding Fire Code requirements and access.

### **Planning Commission Review**

The Commission reviewed the proposal and received public comment at their July 28<sup>th</sup> meeting. The Commission indicated that the proposed use of the properties for high density residential and commercial seemed appropriate due to the proximity to the Interstate and Rice Street provided impacts on the adjoining low density residential neighborhood were mitigated. Regarding the proposed apartment building, Commissioners expressed concern about the density being too high, the building height and the proximity to adjoining residential properties. The commercial land uses, including the restaurant, were supported; however, future plans should address buffering between the commercial and established residential properties to the north. Other items the Commissioners would like addressed include traffic and access to parks, trails or green space.

### **Recommendation**

EDG is seeking comments regarding the proposed redevelopment from the City and nearby property owners. The Council is being asked to review of the proposed redevelopment, review public comments and identify any issues or concerns that may require further attention as the developer prepares plans for the subsequent applications. These applications include a Comprehensive Plan Amendment, Rezoning, Preliminary Plat and Development Stage PUD application. No formal action is taken as part of the Concept Stage review.

#### Attachments

1. Memo dated July 20, 2015 Tom Wesolowski, City Engineer
2. Location Map
3. Aerial
4. Pictometry photos
5. Zoning Map
6. Planned Land Use Map

7. Applicant's Statement and Submitted Plans
8. Letter dated July 6, 2015 – Joe Lux, Ramsey County Public Works
9. Letter date July 13, 2015 - Nate Berg, Fire Marshall, LJFD
10. Letter dated July 21, 2015 – Michael Corbett, MNDOT
11. Draft – July 23<sup>rd</sup> Planning Commission Minutes
12. Public Comment

Date: July 20, 2015

To: Kathleen Castle, City Planner

From: Tom Wesolowski, City Engineer

Subject: Redevelopment of Existing Shopping Center Rice Street & County Road E  
Planned Unit Development – Concept Stage

The City of Shoreview Engineering staff has reviewed the planned unit development – concept stage application for the redevelopment of the existing shopping center located at the NW corner of Rice Street and County Road E and has the following comments:

1. The proposed project is located within the jurisdiction of the Ramsey-Washington Metro Watershed District (RWMWD). The proposed project will disturb more than 1-acre, and a permit from the RWMWD is required. The City requires that all information that is submitted to the RWMWD, as it relates to the proposed development, also be sent to the City of Shoreview.
2. Rice Street is under the jurisdiction of Ramsey County. The Developer will need to contact the County concerning the access point onto Rice Street and any work that may be required in the Rice Street right-of-way.
3. The access point onto County Road E should align with the existing cut through the median.
4. The concept plan will be presented to the Environmental Quality Committee for review at their July 27<sup>th</sup> meeting.



# Elevage Development Group, LLC



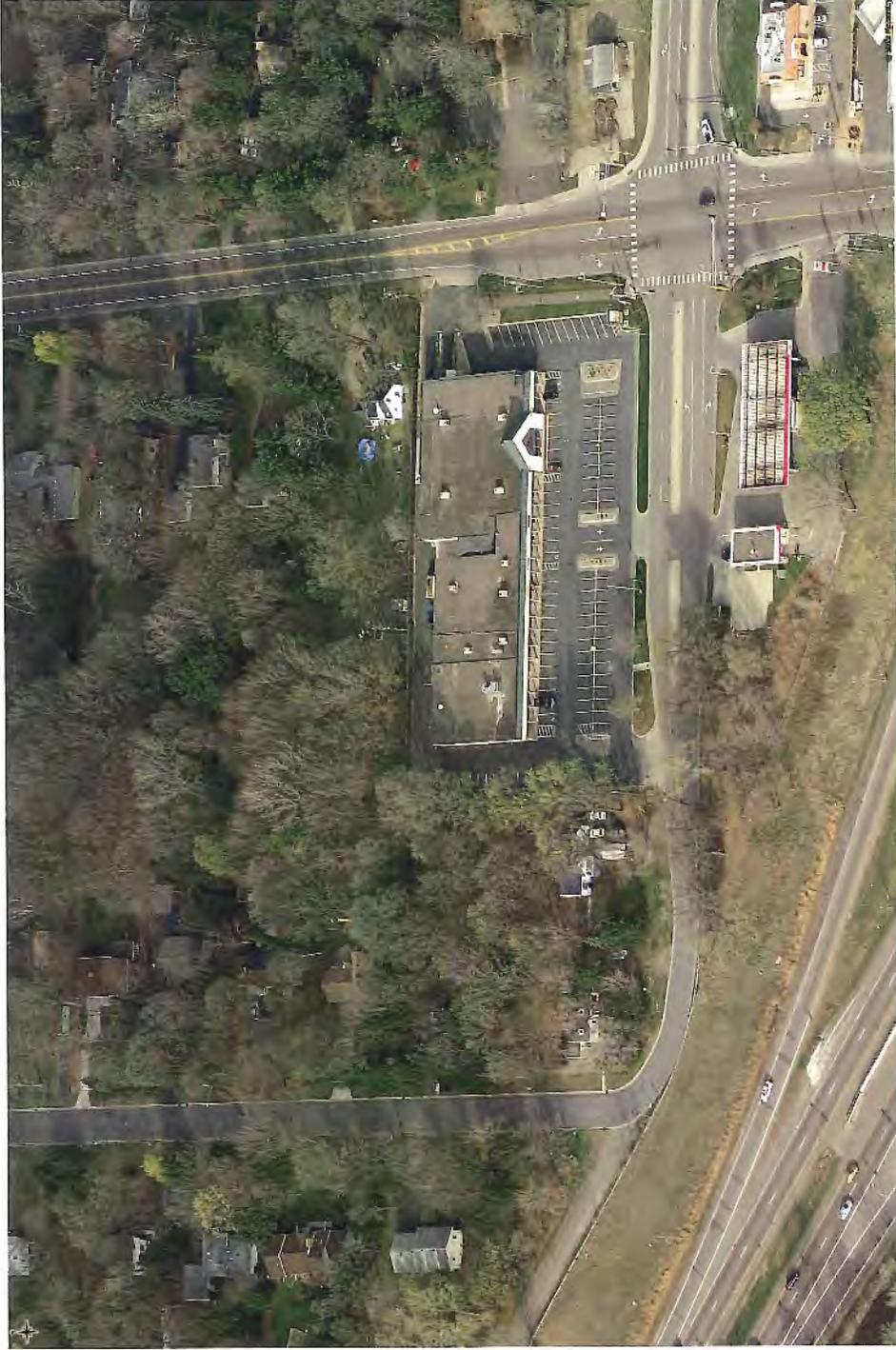
## Legend



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

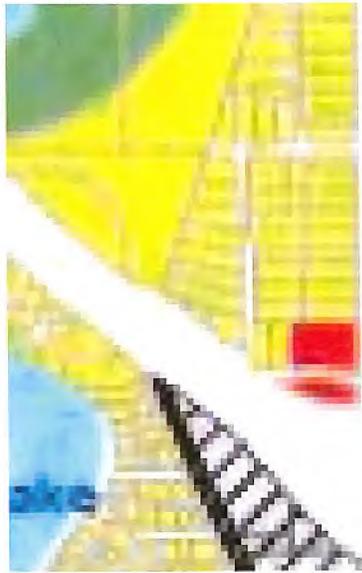
## Notes

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



Print Date: 07/23/2015  
Image Date: 03/25/2012  
Level: Neighborhood

# Zoning Map



## 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 Developme
-  UND - Urban Under Developed
-  BPK - Business Park
-  Water

# Planned Land Use - 2008



## Legend

-  PDAB 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

July 10, 2015

VIA E-MAIL Only

Kathleen Castle  
City Planner  
City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126

Dear Kathleen:

Thank you for your letter of June 30, 2015. Enclosed are 5 additional documents prepared by Wilkus Architects to respond to your requests.

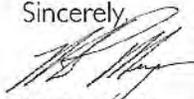
On your specific question of height, we have spent considerable time over the last 10 days analyzing different height options. As you will see on the enclosed sheets, we are proposing the north-south wing, which is closest to existing residences, at 4 stories with the north-south wing at 5 stories. A key amenity is the center atrium, which will extend slightly above the north-south wing apartments.

As for unit count, the exact count will determine on the unit mix in the final plan, but it will be approximately 100 units. If the City approves the Concept Plan, we will perform additional studies to determine the market needs for unit sizes, but expect a mix of 2 bedrooms, 2 bedrooms with den, one bedrooms and alcove units.

We are very excited about this project. We have pursued, and will continue to pursue, all efforts to ensure that the final project is a not only a vibrant gateway into northern Shoreview, but also a project that is a valued part of the community and the City's long-term goals. We look forward to sharing more about the project with the Planning Commission on July 28<sup>th</sup> and will be hosting a neighborhood open house on July 23<sup>rd</sup>.

If you have any further questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Michael J. Mergens



June 22, 2015

Kathleen Castle  
City Manager  
City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126

**RE: Planned Unit Development at 694 and Rice Street**

Kathleen:

I submit this letter on behalf of Elevage Development Group, LLC ("EDG") as the applicant on PUD Concept Plan application for redevelopment of four parcels of real estate that sit at the northwest corner of County Road E and Rice Street (immediately north of I-694).<sup>1</sup> The properties are currently an existing shopping center property located at 153-171 County Road E, Shoreview Minnesota ("Shopping Center"), and three single family residential parcels commonly known, respectively, as 185 County Road E, 3500 Rustic Place, and 3521 (the "Residential Lots"). EDG has fully executed purchase agreements for all four properties.

Two of the residential lots lie to the west of the Shopping Center; the third is immediately north along Rice Street. The combination of a single development on the four lots covers the southern end of the entire block between Rice Street and Rustic Place. Immediately across County Road E to the south is an existing gas station, which abuts the entrance ramp to Interstate 694. The combined corner sits as a gateway to northern Shoreview, one that is presently burdened with significant functional obsolescence.

By developing the four parcels as a single campus, EDG is able to replace multiple, aged structures with a coordinated mixed-use development that maximizes the use the property and creates the greatest compatibility with surrounding uses. The development consists of a market-rate apartment building, an approximately 2,000 square-foot convenience oriented retail building, and a 6,500 square-foot premium restaurant. EDG intends to maintain common ownership, control, or management over all three components.

The apartment building will be located on the western half of the combined properties creating space between the building and Rice Street. Its location close to Interstate 694 makes it a prime location for the additional height of an apartment complex and an appropriate transition from the commercial uses to the south. The building will be constructed with two "wings" configured in a L-shape with underground parking. It will be

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<sup>1</sup> In addition to being one of the Members of EDG, Michael Mergens is a "partner" in EntrePartner Law Firm, PLLC.



constructed with a modern exterior that ties in with the other proposed buildings. The entire building will include four stories of market-rate apartments in a mix of unit sizes to provide a range of housing options. The true innovation is what sits above. The east-west wing, will house a modern green roof. That pervious roof will be complimented by an atrium extending east from the center. Both features will work harmoniously to reduce storm-water runoff.

On the north-south wing, EDG will construct two additional floors of premium apartments that will be geared towards supporting the multitude of corporate headquarters in the surrounding area. The greater density in the north-south wing will alleviate the impact of the sustainability features. With its north-south orientation, the impact to surrounding properties is minimized.

The significant glass exterior and roof-top atrium will turn the building into a stunning cornerstone for northern Shoreview. In addition, the project will feature many sustainability features. EDG intends to recycle storm-water onsite in underground storage areas, which will then be used to meet the sites irrigation needs. It will be designed to be bike-friendly and incorporate solar-ready features. EDG will also be planting a tree line to provide screening along the northern border.

The eastern half will be divided into two commercial parcels. The southern portion directly abuts the intersection corner ("Corner Lot") and sits directly across from an existing gas station to the south and one to the east. Given the surrounding uses and the near immediate access to Interstate 694, this is an ideal location for a convenience-oriented retail establishment. The building will be constructed with at least one drive-through window with an eye towards the commuter needs such as coffee or other service needs.

The northern portion of this commercial portion will house an upscale restaurant. Based on all available information, it seems unquestioned that this area of Shoreview is in need of such a use. By including the one residential property to the north of the Shopping Center, EDG is able to locate the restaurant building closest to the existing homes and push the parking to the south, reducing the impact of parking lot noise. A berm and a tree line will further reduce impacts to the neighboring homes. Given the uses to the south, the planned widening of Rice Street, and the proximity to Interstate 694, this layout and design is an appropriate transition.

In addition, developing the four properties as a PUD, EDG is able to coordinate the parking needs for all uses in a manner that reduces the impacts of impervious surfaces while providing a coordinated landscape plan for the combined land. It also allows for coordinated points for access. Along Rice Street, a residential driveway is eliminated and the entire site is served by one access point off of Rice Street. In addition, access to County Road E is reduced to one location, which not only reduces access points, but also generates a more efficient traffic pattern into and out of the entire site. Further, designed as a PUD, this project can be constructed as a coordinated mixed-use campus where the benefits of

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**EntrePartner Law Firm, PLLC**

4470 West 78th Street Circle    Bloomington, Minnesota 55435  
(office) 612.814.0499    (fax) 612.233.1441    [www.entrepartnerlaw.com](http://www.entrepartnerlaw.com)



nearby retail can be captured while simultaneously allowing spacing of the uses to reduce the complications that often arise when retail and residential uses are combined into a single building.

The proposed development is also in-line with the City's Comprehensive Plan. The Shopping Center and two residential lots to the east are guided "Commercial"; while the one residential lot to the north is guided low density residential. It should also be noted that the Comp Plan appropriately guides the property on the south side of Interstate 694 as "Mixed Use."

While the PUD is a slight deviation in the placement of the components within the combined land, the layout accomplishes the Comp Plan goals and because multiple parcels are involved, the particular uses can be more appropriately placed. The Comp Plan calls for a sizeable commercial footprint at the corner of Rice Street and County Road E, encompassing three existing lots. EDG agrees that this corner is a premium commercial corner and a bigger commercial footprint is the proper long-term planning. Developing all four parcels as a PUD, though, allows commercial uses to front Rice Street, which is a key for retail viability. It also allows the land away from Rice Street to be put to its maximal use. Given the visibility and proximity to Interstate 694, the western portion is not well-positioned for single family homes, as evident from its guiding as commercial. High density residential as part of a mixed-use development; however, will not only benefit from the visibility, it is an appropriate transition from the commercial district to the single-family homes to the north. It is also the type of development that the Comp Plan suggests is currently lacking in the City.

We look forward to working with the City to bring a valuable redevelopment to a gateway corner.

Regards,

A handwritten signature in black ink, appearing to read "Michael J. Mergens", written over a horizontal line.

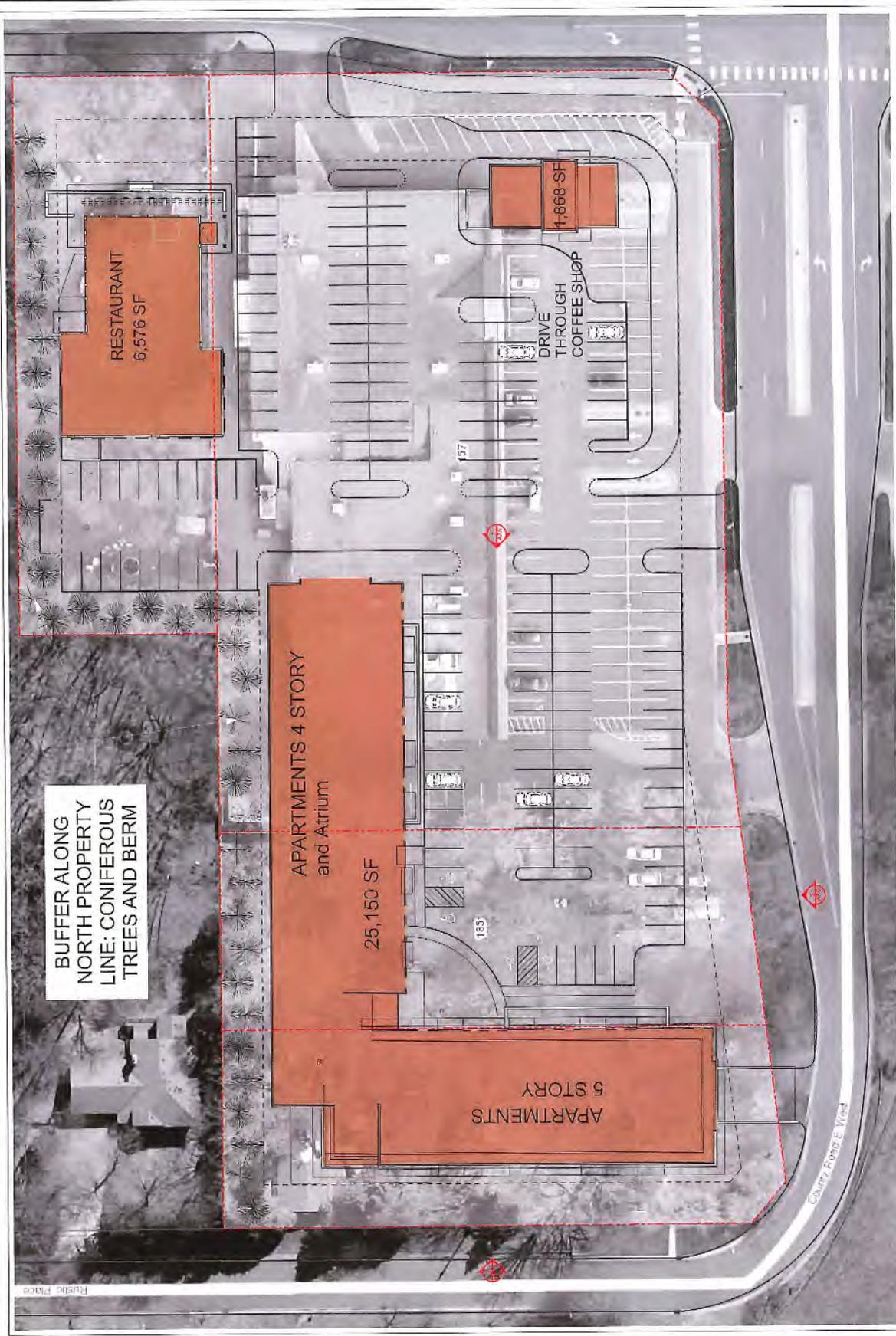
Michael J. Mergens  
ELEVAGE DEVELOPMENT GROUP, LLC

PROJECT NO.	17-001
PROJECT NAME	ELEVAGE
DATE	03.2017
SCALE	AS SHOWN
DESIGNED BY	WILKUS ARCHITECTS
DATE	03.2017
PROJECT LOCATION	SHOREVIEW, MN
DATE	



500'-0" LIMIT BEYOND  
 PROPERTY LINE

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/15/14
2	REVISED	11/10/14
3	REVISED	12/15/14
4	REVISED	01/15/15
5	REVISED	02/15/15
6	REVISED	03/15/15
7	REVISED	04/15/15
8	REVISED	05/15/15
9	REVISED	06/15/15
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99	REVISED	12/15/22
100	REVISED	01/15/23



BUFFER ALONG  
 NORTH PROPERTY  
 LINE: CONIFEROUS  
 TREES AND BERM





SHOREVIEW APARTMENTS SITE DEVELOPMENT  
 SHOREVIEW, MINNESOTA  
 2019-06-01



SHOREVIEW APARTMENTS DEVELOPMENT  
 SHOREVIEW, MINNESOTA  
 2019-06-01



ELEVAJE DEVELOPMENT  
 SHOREVIEW, MINNESOTA

PROJECT LOCATION

FILE



SHOREVIEW, MN  
 A7.1  
 EXTERIOR RENDERINGS

DATE:	DATE:
PROJECT NO.:	PROJECT NO.:
CLIENT:	CLIENT:
ARCHITECT:	ARCHITECT:
SCALE:	SCALE:
DATE:	DATE:
PROJECT NO.:	PROJECT NO.:
CLIENT:	CLIENT:
ARCHITECT:	ARCHITECT:
SCALE:	SCALE:
DATE:	DATE:



July 6, 2015

Kathleen Castle  
City Planner  
City of Shoreview  
4600 N. Victoria St.  
Shoreview, MN 55126

**ELEVAGE DEVELOPMENT GROUP, LLC- PROPOSED OF SHOPPING CENTER, NORTHWEST QUADRANT OF COUNTY ROAD E WEST AND RICE STREET 9(RAMSEY COUNTY STATE AID HIGHWAY 49)**

Dear Kathleen:

We have reviewed the drawings you sent of the proposed redevelopment plans for the shopping center in the northwest quadrant of Rice Street and County Road E and have the following comments:

- Since 49.5 feet of right of way exist along Rice Street, no additional right of way dedication is requested.
- Access to the site will be restricted to County Road E and the existing driveway at the northeast corner of the parcel must be closed
- The developer should be required to submit a simple traffic impact report, showing trip generation and distribution for the planned development to assist us in making any necessary modifications to the traffic signal timing at the Rice Street/County Road E/Vadnais Boulevard.
- Any work within Ramsey County right of way will require the appropriate permits. Please refer the developer to Doug Heidemann, 651-266-7186 (office) or 651-755-7747 (cell) for assistance with permit requirements.

Please let me know if there are any questions or comments.

Sincerely,



Joseph Lux  
Senior Planner

C: Tom Wesolowski, Shoreview City Engineer  
Erin Laberee, Ramsey County Traffic Engineer



## LAKE JOHANNA FIRE DEPARTMENT

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

July 13<sup>th</sup>, 2015

Elevage Development Group, LLC  
10901 Baltimore St NE  
Blaine, MN 55449

File No. 2584-15-27

- Comment for all three properties
  - Verify proposed and current hydrant locations
  - FDC will be on the address side near the main entrances
  - Hydrants will be less than 150' from FDC's
- Verify no more than 150' from fire department access point to any point on the north side of the 4 story apartment.

Sincerely,

Nate Berg  
Fire Marshal  
Lake Johanna Fire Department



## Minnesota Department of Transportation

### Metropolitan District

Waters Edge Building  
1500 County Road B2 West  
Roseville, MN 55113

July 21, 2015

Kathleen Castle  
City Planner  
4600 North Victoria St  
Shoreview, MN 55126

SUBJECT: PUD15-001 Elevage Development  
North of I-694, west of Rice Street  
Vadnais Heights, Ramsey County  
Control Section: 62285

Dear Ms. Castle:

Thank you for the opportunity to review the Elevage Development Planned Unit Development (PUD). MnDOT has reviewed the PUD and has the following comments:

#### ***Traffic:***

Given the anticipated number of trips that may be generated from this development, it is recommended that a traffic impact study be undertaken to determine the impacts to MnDOT's I-694 ramp terminals and Rice Street (County Road 49).

For questions on these comments, please contact Gayle Gedstad ([gayle.gedstad@state.mn.us](mailto:gayle.gedstad@state.mn.us) or 651-234-7815) in MnDOT's Metro Traffic Section.

#### ***Permits:***

Any use of or work within or affecting MnDOT right of way requires a permit. Permit forms are available from MnDOT's utility website at <http://www.dot.state.mn.us/metro/maintenance/permits.html>. Include one 11 x 17 plan set and one full size plan set with each permit application.

Direct questions regarding permit requirements to Buck Craig, MnDOT Metro Permits (651-234-7911 or [buck.craig@state.mn.us](mailto:buck.craig@state.mn.us)).

#### ***Noise:***

MnDOT's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities having the authority

to regulate land use shall take all reasonable measures to prevent the establishment of land use activities, listed in the MPCA's Noise Area Classification (NAC), anywhere that the establishment of the land use would result in immediate violations of established State noise standards.

MnDOT policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such developed areas. The project proposer is required to assess the existing noise situation and take the action deemed necessary to minimize the impact to the proposed development from any highway noise. If you have any questions regarding MnDOT's noise policy please contact Peter Wasko in Metro District's Noise and Air Quality Unit at 651-234-7681 or [Peter.Wasko@state.mn.us](mailto:Peter.Wasko@state.mn.us).

***Review Submittal Options:***

MnDOT's goal is to complete the review of plans within 30 days. Submittals sent in electronically can usually be turned around faster. There are four submittal options. Please submit either:

1. One (1) electronic pdf. version of the plans. MnDOT can accept the plans via e-mail at [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process. Plans can be sent to:

MnDOT – Metro District Planning Section  
Development Reviews Coordinator  
1500 West County Road B-2  
Roseville, MN 55113

3. One (1) compact disc.
4. Plans can also be submitted to MnDOT's External FTP Site. Please send files to: <ftp://ftp2.dot.state.mn.us/pub/incoming/MetroWatersEdge/Planning> Internet Explorer doesn't work using ftp so please use an FTP Client or your Windows Explorer (My Computer). Also, please send a note to [metrodevreviews.dot@state.mn.us](mailto:metrodevreviews.dot@state.mn.us) indicating that the plans have been submitted on the FTP site.

If you have any questions concerning this review, please contact me at (651) 234-7793.

Sincerely,



Michael J. Corbett, PE  
Senior Planner

**Copy sent via E-Mail:**

Buck Craig, Permits

Jeff Dierberger, Permits

Bryce Fossand, Water Resources

Bruce Irish, Water Resources

Matt Aguirre, Right of Way

Gayle Gedstad, Traffic

Clare Lackey, Traffic

Pete Wasko, Noise

Rodney Koehn, Design

Mark Lindeberg, Area Engineer

Russ Owen, Metropolitan Council

# DRAFT

MOTION: by Commissioner Schumer, seconded by Commissioner Doan to move item 4E on the agenda to be the first item of consideration.

VOTE: Ayes - 5 Nays - 0

## **PLANNED UNIT DEVELOPMENT-CONCEPT REVIEW\*\***

**FILE NO: 2584-15-27**  
**APPLICANT: ELEVAGE DEVELOPMENT GROUP, LLC**  
**LOCATION: 155-173 WEST COUNTY ROAD E, 185 WEST COUNTY ROAD E, 3500 RUSTIC PLACE AND 3521 RICE STREET**

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

This application proposes redevelopment of the subject properties located at I-694 and Rice Street. A Concept Plan with mixed use residential and commercial is being presented. The properties combined would consist of approximately 4.14 acres with frontage on Rice Street, Rustic Place and County Road E. Currently, the property has three single-family homes, zoned R1, Detached Residential; and a retail center of 34,887 square feet, zoned C2, Commercial. Surrounding land uses include low density residential to the north and west, commercial to the east and south, and the City of Vadnais Heights to the east. The property zoned Commercial allows restaurants, gas stations, banks, liquor stores, hardware stores and general retail. These uses could be proposed with only a Site and Building Plan Review. A proposal that complies with City standards would mean granting approval of the Site and Building Plan Review.

The mixed use development proposed consists of a 100-unit high density market rate apartment building on the western portion of the site. The apartment building would be L-shaped with the north/south leg consisting of 5 stories and the east/west leg consisting of 4 stories. The building would be of a sustainable design with parking provided in a surface lot as well as below grade. Commercial uses are planned on the east portion of the site. This includes a retail building of 1,858 square feet and a restaurant of 6,576 square feet.

The applicant is requesting Planned Unit Development (PUD) zoning to allow some flexibility from the Development Code. The building height maximum is 35 feet, which may be exceeded under a PUD with increased structure setbacks. The minimum setback is 30 feet from all property lines. Building setbacks for commercial buildings is a minimum of 50 feet when located adjacent to a residential land use. A parking lot adjacent to a residential land use is required to have a 20-foot setback.

The residential density is proposed at approximately 41 units per acre, less than the allowed 45 units per acre with the Mixed Use land designation. Design strategies will be used minimize impacts to the low-density residential neighborhood to the north. Access is proposed off Rice Street and County Road E. Both Ramsey County and Mn/DOT require a traffic impact study for review at the Development Stage Review.

# DRAFT

Surface parking includes 162 stalls. There will be underground parking for the apartment building. Additional information is needed to determine whether the proposed parking is in compliance. A minimum of 2.5 stalls per unit is required for apartment buildings. A minimum 20-foot setback is required from the street and residential lot lines.

The Concept Stage is the first of a three-stage process in a PUD. The purpose is to determine the appropriateness of the development and land use compatibility. Public input is taken to identify concerns to address at the Development Stage PUD review.

This property is located in the Policy Development Area (PDA) No. 18 of the City's Comprehensive Plan. The commercial site is designated for commercial and office uses. The low density residential zoning for lots immediately to the north is to remain in place until a redevelopment application is received. A Comprehensive Plan Amendment will be needed to change the residential and commercial land use to Mixed Use. This site is also identified as a Targeted Redevelopment Area (TRA) No. 2. TRAs focus on underutilized business and commercial properties in the City.

The Highway Corridors Transition Study recently completed discusses expanding uses to include high density residential and mixed use for areas north of I-694. The 2015/2016 Work Plan of the Economic Development Authority (EDA) focuses on options for redevelopment and continued efforts to address infrastructure for the I-694/Rice Street interchange. Mixed use with high density residential may be compatible with the adjacent low density residential use if design strategies, such as setbacks, height and buffers, minimize impacts to nearby residential properties.

Staff finds that the location of proposed uses makes sense for the site characteristics, proximity to the transportation corridor and adjacent low-density residential neighborhood. The Lake Johanna Fire Department has no concerns regarding the apartment building height. The main concern is visual impact to the single-family residential to the north.

Notices were sent to property owners within 350 feet of the site. Comments oppose the proposal for the following reasons: land use compatibility, density, public safety, traffic, visual impact, architectural design and scale; and environmental impacts. The developer held a neighborhood meeting. Unfortunately, only one resident attended.

**Michael Mergens**, Elevage Development Group, 4470 W. 78th Street Circle, Bloomington, MN, stated that site is a premium corner, and his firm is committed to a premium development for this gateway development to Shoreview. They are working hard to meet goals of the City with what they have learned from experts and develop a project that will fit in with the neighborhood. The east/west leg of the apartment is shown on the north property line because it was thought it would provide a nice break from parking and retail. However, it would be just as easy to locate it on the south boundary and push the parking closer to the adjacent neighborhood. The restaurant is planned to be high end. It will not be a chain or a bar. It is his belief that the building is less of an impact than parking, but the building can be pushed further south. A berm will be added along the north property line with trees to increase privacy for adjacent residents. This site is in need of redevelopment. With the anticipated new interchange and bridge, this is a

# DRAFT

good site for mixed use. This was also the conclusion of the City's Highway Corridor Transition Study. Rather than focusing on one commercial property, his firm wanted to build something better with the combination of multiple properties. In considering design alternatives, plans are to make the apartment building special. The fifth floor will be floor-to-ceiling glass with premium units for corporate use that are fully furnished. Just the infrastructure for floor-to-ceiling glass will be \$1.8 million. There is an atrium and a sustainable green roof. Rain storage capture will be stored underground.

Regarding traffic flow, he plans to work with Ramsey County. There are currently two access points from Rice Street. One is being eliminated. It is his belief that a right-in/right-out access could work.

Commissioner McCool asked when notices were sent for the neighborhood meeting and if the PDA includes the residential properties. Ms. Castle stated she believes notices were mailed approximately six days before the meeting took place. It was held in the neighborhood shopping center. The PDA is only for the commercially zoned site. Commissioner McCool asked if the restaurant is still viable, if Ramsey County does not allow access off Rice Street. Further, he asked the setback from the property line to the north. Mr. Mergens responded that a more complete traffic study will be needed to make the internal flow work. The restaurant is destination oriented, not a convenience. That means customers will use the access available to reach this restaurant. His preference would be an in-and-out access with two-way traffic. He estimated a 30- to 40-foot setback. Commissioner McCool asked if there will be apartments both sides. Mr. Mergens answered, yes.

Commissioner Doan asked if there are planned improvements to the interchange at I-694 and Rice Street. Ms. Castle explained that the traffic impact study will be completed by the developer and submitted to Mn/DOT, Ramsey County and the City for review. There will be improvements to the interchange and to the bridge. The interchange has been scheduled, but the bridge has not yet been designed or scheduled. Commissioner Doan noted a letter from Ramsey County stating that the existing access off Rice Street must be closed. Access can only be off County Road E. Ms. Castle stated that the developer is aware of the County comments. The developer will be working with the County to find out options.

Commissioner Doan asked for more background information on Elevage. Mr. Mergens stated that he is a Land Use Attorney. He has worked with prestigious land use attorneys, such as Bob Hoffman who developed the Mall of America. He has two partners who have experience in retail development. Elevage owns a development in Blaine that has a strip center and plans to develop an outlet.

Chair Solomonson asked how the density for the apartment building is calculated, as that portion of the proposal is 2.4 acres and there was discussion about shared parking. Ms. Castle responded that the gross site area is used to calculate density and this site area was estimated. The surface parking will be designed for the uses to share that parking, whether apartments, restaurant or retail. Chair Solomonson asked the distance to the adjacent north residential property. Ms. Castle answered, 30 to 40 feet.

# DRAFT

Commissioner Ferrington asked the size of buildable area with the setback requirements. Ms. Castle stated that as there is no proposed building height, the setbacks are not known.

Commissioner McCool asked the height and setback of the berm. **Mr. Mergens** estimated the setback to be 30 to 40 feet. Commissioner McCool asked

Commissioner Ferrington asked how the new Rice Street bridge will impact the project. **Mr. Mergens** stated that the new bridge will ease traffic, but he does not want to hold up redevelopment because this is a premium corner.

Chair Solomonson stated that the building is contoured on the south end and the entrance to the garage is shown to the north. He asked how that would impact the entrance to the garage. **Mr. Mergens** responded that it depends on what can be worked out with Ramsey County. At this time, he believes the best development would be three stand-alone buildings. If there is interest in more retail, that could be achieved. If the development changes to a strip center, then it would not be possible bring in a restaurant. His firm

Chair Solomonson opened the discussion to public comment.

**Ms. Marcia Figs**, 3538 Rustic Place, stated the notice for the neighborhood meeting arrived two days before the meeting. The notice was unsigned, and she did not attend. This area is a triangular island surrounded by Vadnais Lake, Grass Lake and I-694. There have been many issues in this neighborhood. Introducing 100 adults, teens and children into this small neighborhood will mean that children will have no outlet but the yards, streets and railroad space. Security would be compromised by the sheer number of people. The property owners at 3520 Rustic Place will not see the sun from October to March, but the renters will have a direct view of all space. It is a reasonable expectation to be safe in one's home and yard. This invasion would take away her security in her home. The sheer number of new residents would make her vulnerable. Residents in the apartment building would be able to see her living which would be very uncomfortable to the point of mental anguish. Many in the neighborhood are seniors who have established equity. Planning policy is to not change the character of neighborhoods. She gave examples of decisions where added screening and landscaping were required to preserve the character of a neighborhood. The proposed development does not fit a neighborhood bordered by Vadnais Lake, Grass Lake and I-694. Trees do not grow on the north side of a 5-story building. The development is all asphalt and structure. Traffic will be significantly impacted with an apartment building, restaurant and drive-through coffee building. Congestion already exists at the intersection of Rice Street and County Road E. This is not the right concept plan for this site.

**Ms. Kristi Tomas**, 3584 Rustic Place, stated that neighbors are not against development but want to be sure it is a development that does not kill the neighborhood. This is an encapsulated neighborhood where residents know each other. There are no sidewalks leading in or out of the neighborhood and no access to a park. Residents use the streets for walking, children playing, biking, gathering. The community cares about its homes and residents. There are two group homes and two developmentally challenged children in the neighborhood. People have been hit by cars turning onto Rustic Place because the pedestrian traffic is not visible. Children in a

# DRAFT

proposed apartment building will only have the parking lot, street or railroad property as choices for outdoor play. This development would kill the community and all that has been done by the residents to make it safe.

**Mr. Mark Kapszak**, 3628 Rustic Place, stated that he is a police officer. Currently, there are approximately 50 houses on Rustic Place and St. Marie. At an average of two cars per household, there are 100 cars. At 2.5 parking stalls per apartment unit, that would be an additional 250 cars to the neighborhood. That increase is dangerous for children. Because of the congestion, cars cut through the neighborhood during rush hour. Residents have had to step out into the middle of the street to slow cars down. Adding 250 cars will only add to the danger. The parked cars in an open parking lot along I-694 will become an open invitation for criminals. The neighborhood is dark at night and would be a prime target for criminals who don't find what they want in the parking lot. This development will drain resources of Shoreview. An apartment building on Lexington, Shoreview Hills, had 278 emergency calls in one year. Midland Terrace had 181 emergency calls in one year. In all of Shoreview, there were 8,883 emergency calls. Those two apartment buildings account for 5% of emergency calls in one year. In his neighborhood, there is one call in an entire year. Neighbors can look out at a car passing and know who it is. The increased calls to the Sheriff's Department will be a drain on resources. The buffer berm with trees will not work. Trees will not grow because on the north there will be no sun. If the trees do grow, they will be good hiding for criminals coming into the neighborhood.

**Mr. Curt Levitt**, 3636 Rustic Place, referred to an article in the *Star Tribune*, July 21, 2015, by Jeremy Olson. A copy of the article was distributed to each Commissioner. The article talks about Minnesota being rated at the top nationally for children's well being. The article specifically reports the danger to children who do not have safe access to a park, schools, healthy food and health care. Mr. Levitt expressed his thoughts regarding the article. There may be deaths as a result of this new apartment building. The apartment would not have safe access to the Owasso Beach or Owasso Beach Park, where children will surely go. The route to Owasso Park will be one of the busiest streets in the County with the entrances and exits of County Road E, Vadnais Boulevard, a gas station, liquor store, Taco Bell. There is also a gas station on the east side of Rice Street with the on and off ramps to I-694 East and West, Caribou Coffee and a bar. Any teen from the apartment building on a bike going to the park will contend with all this traffic. They will have to finally cross the Soo Line Railroad. These types of conditions lead to deaths of children on bikes.

**Mr. Nathan Anderson**, 3565 Rustic Place, stated that he is a licensed building and remodeling contractor, specializing in historical restoration and problematic insurance claims. This proposal violates height, density, essential characteristic, reasonable use, privacy, public safety and setbacks. His calculations do not find anything imaginable below 75 people per acre. If there were to be maximum usage of space, there could be as many as 150 or 175 people in this proposal. The proposal is misleading with setbacks. The bottom corner key states one inch equals 20 feet. There is approximately one-half inch between the apartment building and the west property line, which may be 10 to 15 feet. That is not close to the 30 or 40 feet stated. Add one foot for each inch of added height and the proposal will not fit the site. It would be shortsighted to label the opposition heard at this meeting as a "Not In My Back Yard" issue. It

# DRAFT

is about adherence to written regulations development laws and planning that the City has in great detail. It is about the Planning Commission and City Council not allowing this proposed illegal non-compliant plan to move forward. This proposal is initiated inquiry with private attorneys and multiple legal resources. This proposal's level of non-compliance is so overt that approval will create suspicion of official misconduct. If necessary, the neighborhood is prepared to file a complaint. Interrogatories and depositions of Commissioners and Councilmembers will seek to find out if anyone was unduly influenced to approve this proposal. Anyone who is an unwitting participant in the undermining of due process should withdraw from this decision to avoid any semblance of bias or cast a nay vote. Evidence to work around the codes and ordinance shall be met with extreme scrutiny and consequences. Having reviewed City Code, the only appropriate decision is to deny this proposal. The only recommendation should be to study the impact of a PUD on the neighborhood and provide accurate, unbiased data to further deliberate and draft an amendment to the Comprehensive Guide Plan. On behalf of the people of Shoreview and the Cardigan neighborhood, Vadnais Heights and citizens of Shoreview, a moratorium is requested on all noncompliant proposals until a study is conducted by an independent third party of acceptance by the City and its residents. This study should be conducted in a variety of modalities to include a person to person, door to door canvass of the neighborhood, which include an overview of acceptable density. Additionally, this study should include architectural design requirements that address a comfortable transition to the existing neighborhood. All development documentation and study needs to address and adhere to the City of Shoreview's laws, ordinance and Comprehensive Guide Plan. This is not an opposition to development but that development occur with the proper legal consideration that this PUD lacks. Misguided or misinformed approval of this development will bring an uproar of neighborhood response. The neighborhood is prepared to hold the Planning Commission, City Council and any regulatory committee accountable to the laws set forth. Please do not allow your decisions to tarnish, blemish or compromise the high standards that our officials and residents have instilled in our community.

**Ms. Wendy Olson**, 2094 Cedar Avenue, White Bear Lake, stated that she has been a customer of Pet Junction of many years. It is a training center pets for people all over the state. There are clubs that use the venue. Her concern is that a new building would be difficult for this business to afford and remain. It may put them out of business. That would be a big loss for the area and this community.

**Ms. Hilary Fox**, 181 St. Marie Street, stated that she echoes the comments of her neighbors. Further, she encouraged a thorough cross examination of Mr. Mergens' assertions. The building proposed sounds expensive. She asked the City to look into the type of professional being asserted is not someone who will want to be in a building that will overlook the interstate. The building will either end up empty, or low occupancy, or college students. She asked that the developer be held to the assertions being made.

**Mr. Pat Foley**, 295 Cottage Place, stated that his concern is traffic. Right now it is approximately one-half hour to reach his home. That is compounded with the train. He is not happy about this proposal. There is a high end restaurant in Little Canada and a Lindy's Steak House nearby. He is not convinced of the need for a high end restaurant. He noted that the

# DRAFT

shopping center at this location took a hit with the development on Lexington with Target and Trader Joe's. An apartment building is not the solution.

**Ms. Kay Sorgatz**, 3800 Rustic Place, stated that she is very concerned about traffic because their property is on the curve. Her driveway is blind. She and her husband have been almost hit many times. A petition was raised to dead end the street, but there was not enough room for turn-around plows. Signage for right turn only means nothing. She is also concerned about crime. It is a comfort to know who drives past her house. She does not want to see the small town atmosphere of Rustic Place changed.

**Mr. Anhil Toro**, Rustic Place, stated that he is new to the neighborhood. He has seen this type of development before. People have no attachment or respect for the neighborhoods which get broken down. It cannot be controlled once it happens. He urged the Commission to stop it before it happens.

## **Commission Comments**

Commissioner Ferrington expressed her appreciation for the overwhelming participation of this neighborhood. Some redevelopment of this area is necessary and will happen. The plan presented is problematic. She cannot imagine this much development in such a small area. A modified version may work, but 100 apartments is too many. The restaurant is appealing, but it would take too many variances for it to be built in that location.

Commissioner McCool expressed his appreciation for all the comments. He agreed that this site will be redeveloped. There has been a lot of study already completed with the Comprehensive Plan, the Corridor Study, which indicate redevelopment will happen. He also has concerns about this development. He encouraged that development team to do a traffic study as soon as possible. He would like to see a comparison of trip numbers in a residential and commercial alternative. He anticipates that commercial development will generate more trips than 200 apartment residents. The density and height feels too much. The building is too large a transition. He is intrigued with reversing the L so that one leg is along I-694. However, he had not considered the safety issues that could present. If that change is made, he would want to see lighting and crime prevention measures. He also likes the idea of a restaurant but is not sure if this is the right location. The heights presented are too close to the property to the north. No nearby recreation for children is troubling. While the parcel is limited, he would like to see some effort to provide a tot lot or some recreation to make it feel like it will fit in the community. It is important to understand that this site will be redeveloped and it will be done as responsibly as possible.

Commissioner Schumer stated he is impressed by the unity of the neighborhood. He did not appreciate the one speaker who was threatening if this development is approved. This is a concept design. Something is going to happen on that site. The City wants to hear ideas from the residents. The size of what is presented is too big. The developer is answering the desire of Shoreview for a new restaurant.

# DRAFT

Chair Solomonson thanked everyone for coming. He stated that he agrees with the previous Commissioners' comments. This development does meet a need of the City. It would replace a blighted mall. It is very commercial to the south. But what is presented is too dense, too tall, too close to residential, and it adversely impacts the character of the neighborhood. He agreed that there is a problem without access to parks, which means new residents would spill into the existing neighborhood. He noted Midland Terrace apartments, a six-story building, which replaced a strip mall, but is 1000 feet from residential properties. A restaurant could go in with the current zoning. His biggest objection is the high density.

Commissioner Doan thanked everyone who listened to staff, the developer and neighbors. He understands the desire to keep the good parts. The question is what is the best this could be in the future and how can it compliment the neighborhood? Something needs to happen on this site. The question is whether this development is the best option for the City. There needs to be more vetted as to what could work on this site. There is definite concern with regard to height. There is a lot of asphalt. He would like to see more open space, more green space that is accessible at ground level for those not living in the building. There is a concern about the setback. If the L shape was flipped and inverted, there would be a lot more distance from the neighborhood. What the developer has characterized is what he believes Shoreview to be. He urged the developer to consider owner occupied units.

Chair Solomonson explained that no action is taken on a Concept Plan. This proposal will be considered at the August 17, 2015 City Council meeting.

Chair Solomonson called a five-minute break and then reconvened the meeting.

## **MINOR SUBDIVISION\***

**FILE NO: 2583-15-26**  
**APPLICANT: TOLBERG HOMES**  
**LOCATION: 5845 BUFFALO LANE**

### **Presentation by Economic Development and Planning Associate Niki Hill**

This application is to subdivide the subject property into two parcels. The north Parcel A would be the vacant parcel and would be developed with a single-family home. Parcel B is the south parcel and is developed with the existing home, attached garage, detached garage and gravel driveway. The property consists of 0.95 acres with a lot width of 189 feet. The lot depth averages 200 feet. Both lots meet the minimum lot standards.

The Comprehensive Plan guides this property for Low Density Residential. A subdivision requires frontage on a public street, municipal sanitary sewer and water, drainage and utility easements. Both parcels are in compliance. Parcel A would be considered a key lot because the north property line abuts the rear property line of the property at 5899 Lexington Avenue.

Notices were sent to property owners within 350 feet. No comments were received. The Fire Marshal has no comments. The City Engineer recommends a 55-foot drainage and utility

July 19, 2015

Response to Proposed Rice Street Crossings Planned Unit Development (PUD)

Mayor Sandy Martin, Councilmember Emy Johnson, Councilmember Terry Quigley, Councilmember Ady Wickstrom, Councilmember Cory Springhorn, City Planner Kathleen Castle.

Madams and Sirs,

Each time I am called to review the ground work laid out by the City of Shoreview I am impressed. With our Cities planning and your familiarity with the standards, plans and codes I am confident you will continue to preserve the high quality of life for our community's residence. That said, I hope my observation are helpful in this current review process.

Overwhelming, evidence exists to **unconditionally reject** the Planned Unit Development (PUD) Concept proposed by Elevage Developement,LLC for Rice Street Crossings.

For an accurate perspective; this plan aims to construct a high density complex **twice the size** as the Hilton Garden Inn and Green Mill Complex at I 694 & Lexington on a parcel of land approximately **half the size**. An overpopulated multi-use development of this magnitude is highly inappropriate in our "open ended, cul-du-sac" type residential neighborhood. This plan disrupts the adjoining residential homes and diminishes the high standard of living by introducing a non-compliant 100 unit rental apartment complex and bar.

You will find the following, binding and legal regulations stipulated by the City of Shoreview, in direct opposition to the proposed PUD.

#### **City of Shoreview Municipal Code**

##### **Development Regulations (200)**

##### **Purpose and Intent (201)**

**201.010... "The City's Development Regulations are adopted to protect and promote the public health, safety and welfare of its residents and are intended to implement the policies of the City's Comprehensive Guide Plan are intended to help achieve the following objectives."**

Items A-L represents some of the standards set forth by the City. Elevage, LLC's absolute disregard of this entire development regulation is unsettling.

This PUD will reduce the quality of life within the local community. It will destabilize the existing land use. Any proposal that contains any residential rental usage will create instability, inflict inharmonious influence and harmful intrusion to the adjoining residential neighborhood. The excessive height will deprive several properties of adequate light. The density transition pattern creates an abrupt, undue concentration of population. A bar/restaurant will generate odors and unsafe conditions from alcohol influenced patrons. Non-stakeholder residents create higher crime rates. The aesthetics and use are incompatible with existing adjoining properties and uses. These are just a cursory justification of why I am opposed to the proposed PUD.

In addition:

### **Shoreview Comprehensive Plan**

#### **Chapter 4. Land Use**

The City outlines planned land use by succinctly addressing the use of Rice Street Crossings North of Interstate 694. "The city prefers this area retain its residential designation until a redevelopment proposal is submitted for this area."

The PUD does not address any redevelopment of the residential area. The devaluation and decimation of the residential area is *de facto* redevelopment beyond the scope of the proposal. It is absolutely contradictory to the Shoreview Comprehensive Plan. The inappropriateness of this plan is obvious.

#### **Lack of Compliance**

The density proposed is non-compliant, the setbacks are non-compliant, the height is non-compliant, the land use is non-compliant, access to parks and walkways is non-compliant, public safety is compromised. It is difficult to comprehend the magnitude in which this proposal violates virtually every conceivable land use set forth by the City of Shoreview. It is insulting to the laws and rules that our city have prepared and presented.

Any interpretation of this PUD as being even remotely compliant or beneficial is, at the very least, a wishful interpretation. Approval would unquestionably be arbitrary and contrary to law. Negotiating conditions would be absurd. Several residents have already contacted legal counsel. It is without a doubt that should the Planning Commission and City Council chose to pursue this illegal project it will be met with resistance. The neighborhood will fight any approval of any residential rental building with every available option including appeal, legal action, extensive media coverage, flyers, social media and organized demonstration.

In anticipation that the building owner may declare any level of hardship condition, please consider that the empty storefronts have been reportedly unoccupied as a result of the actions of the property owner, thus any hardship is self-imposed. It has been said by a variety of sources on several different occasions

that the building owner has elevated rents above market value in an effort to capitalize on said hardship. Additionally, hearsay is that the building owner collects compensation for the unoccupied space from unspecified governmental entity. While I personally do not have access to such private and damning information, I would expect that a plea of hardship would be thoroughly investigated to identify what is fabricated, falsified, self-imposed or exaggerated.

Elevage Development, LLC was established in January of 2015. It would appear the entity was created for the purposes of this PUD. This *ad hoc* business has no record or historical context to instill trust, accountability or qualify to execute an invasive design with care and discretion. It is with *willful intent* that Elevage, LLC has instructed Wilkus Architects to create a maligned plan that flagrantly disregards Shoreview's Codes, Ordinances, Citizens, Elected and Appointed Officials.

In my professional opinion, they are "fishing" with the intention of developing a rental complex at any size allowable. It is a typical development tactic to lead out with an excessive request only to negotiate down to a seemingly more plausible and less offensive middle ground. This game of poker is distasteful and again, I plan to oppose in any fashion. **Any multi-unit residential rental complex is not appropriate for this location.** While this request is not illegal, Elevage LLC's Concept Stage Application and their attempt to override government policy is both unethical and dishonest. Any future variation of a PUD from Elevage Development or its stakeholders should be reviewed by the City of Shoreview, its officials and residents with extreme scrutiny.

Sincerely,

Nathan Anderson & Jane Calvin  
Cardigan Junction Steering Committee  
3565 Rustic Place



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Elevage Dev Gp LLC Proposal**

2 messages

**flipltcret@comcast.net** <flipltcret@comcast.net>

Fri, Jul 17, 2015 at 1:19 PM

To: kcastle@shoreviewmn.gov

Cc: sandymartin444@gmail.com, emyjohnson26.2@gmail.com, marciafigus@hotmail.com,  
cory@coryspringhorn.com

The proposed 100 unit apartment bldg is clearly an inappropriate incursion that would wreak havoc on our isolated and close knit neighborhood. We are adamantly opposed to approval of this proposal. Philip S. & Dona M. Andrews, 3762 Rustic Place, Shoreview, MN 55126.

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**Kathleen Castle** <kcastle@shoreviewmn.gov>

Fri, Jul 17, 2015 at 2:39 PM

To: flipltcret@comcast.net

Thank you for the comment. I did receive this and will include your response in the Planning Commission packet.

Kathleen

Kathleen Castle  
City Planner  
City of Shoreview  
651-490-4682  
[kcastle@shoreviewmn.gov](mailto:kcastle@shoreviewmn.gov)

On Fri, Jul 17, 2015 at 1:19 PM, <[flipltcret@comcast.net](mailto:flipltcret@comcast.net)> wrote:

The proposed 100 unit apartment bldg is clearly an inappropriate incursion that would wreak havoc on our isolated and close knit neighborhood. We are adamantly opposed to approval of this proposal. Philip S. & Dona M. Andrews, 3762 Rustic Place, Shoreview, MN 55126.

July 22, 2015

Dear Members of the Planning Commission and City Council,

My name is Diane Andrews and I have lived 35 of my 47 years right here on Rustic Place. Ever since I found out about the Planned Unit Development in our neighborhood I have been heart sick. I pray that you will listen to our neighborhood as we cry out to you to protect what we all feel is precious and worth preserving.

I was reading through the Shoreview Comprehensive Plan and the vision statement includes these words "to provide a better quality of life for present and future citizens". This PUD would surely contradict this vision statement.

In the Guiding Principles of the Shoreview Comprehensive Plan it states, "Build on Existing Strengths". Our neighborhood is already strong in caring for each other and caring for our community. A PUD would destroy the safe feeling we have in this neighborhood. We know one another, we support one another and we like to be with our neighbors because they are our friends. The PUD would add far too many individuals and families to our already densely populated neighborhood.

In the comprehensive plan it also states, "Participation and Inclusiveness. Encourage broad citizen participation to benefit from the knowledge, insights, and support of all local residents." Our neighborhood is united in our passion to preserve our community. If you do not work with us to find a suitable use for the property, you are working in direct opposition to Shoreview's guiding principles.

Another guiding principle states, "Responsibility. Accept responsibility for the health and quality of the community". It would be irresponsible to our community if you approved any part of this PUD. Our quality of life would be forever compromised by allowing such a great influx of renters and restaurant guests. A PUD offers no place for the proposed renters to be, except spilling out into our neighborhood. The added motor and foot traffic would be 200 times what it is now. Our feeling of security would be gone.

How has our neighborhood been able to preserve the strong feeling of community? It is because the people who live here care about each other and care about Shoreview.

When we purchased our home in 1995, I felt like this was our forever home (and still do). The home where we would bring home new born babies and watch them grow (we have three children). Where my husband and I would live out our promise of for better or for worse. Where my grandchildren would come and spend the night in the bed that their mom or dad used to sleep in. When I saw the plans for the PUD, my vision for our home on Rustic Place felt like it was in immediate jeopardy.

Please do not let any of the plans for the PUD become a reality and our ruin.

Sincerely, Diane Andrews  
3700 Rustic Place, Shoreview MN 55126  
651-415-0891



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Proposed Apartment Complex**

1 message

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**SHARON BRAUN RICHARD H BRAUN** <braunrs3535@q.com>

Thu, Jul 16, 2015 at 1:47 PM

To: Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

Ms. Castle,

Regarding the Public Notice and Request for Comment, we list the following:

1. Commercializing 3 of the residential properties which will impact the make-up of our residential community.
  
2. We have 52 families in our community. This multi-family proposed apartment residential property houses 100 market rate and luxury units with underground parking--for how many vehicles? Since most families have more than one vehicle, there would not be enough parking space. They will end up parking on our street. In addition to the lack of parking facilities, where will visitors park?
  
3. There is congestion on Rice St. during rush hours. It is difficult to get onto Rice St. now, with only one controlled entrance with a traffic light. With an additional 100 or more vehicles trying to get on, we will have a major traffic jam.
  
4. In the proposal there is no designated space for children to play and there are no parks or paths within walking distance from the apartments. Since there is no place for them to go they will end up playing on our street.
  
5. How will sewer and water needs for the two proposed large apartment buildings be handles? Will additional fees be added on to our taxes because of sewer and water upgrades? How will sewer and water impact the water quality of Lake Vadnais, which is the water supply for St. Paul?
  
6. The proposal directly affects the homeowners whose property is along side of, or across

from the apartment buildings.

7. Also the proposal includes a 6,576 ft. restaurant, to be built on the property. How many parking spaces have been set aside specifically for the restaurant patrons? In reviewing the proposal of the buildings and the parking spaces, it does not seem feasible that with 100 apartment family residences, there would be enough room to accommodate restaurant patrons also.

8. Lastly, and the most important observation of this proposal, the current residential neighborhood cannot accommodate the amount of traffic from the 100 multi-family residences and the traffic from the restaurant. In addition, this proposed change impacts the dynamics of our neighborhood and could significantly affect the current residents' property values. Our properties are larger than a normal city lot (around an acre or more per lot). Cramming in these large apartment buildings in a low density neighborhood would directly affect our way of life. This is why we bought into this area, because we wanted the space and the privacy.

Richard and Sharon Braun

We are writing to let you know we oppose the Planned Unit Development by Elevage Development Group, LLC. This development may be a good plan but would be developed in the wrong place.

We have traffic concerns, impact on existing businesses and residents, and railroad issues. This proposal has me puzzled as to the owners vision of individuals/families that would be interested in living with the noise of 694, the traffic tie ups on Rice St., confined area of apartment buildings, and the rumble of the train traffic through the area.

Overload of traffic should be one of the main concerns to deny this development. During rush hour traffic is backed up for blocks. We live on Rustic Place and try to avoid exits from Rustic Place and Ste Marie to Rice St. because of the volume of traffic on Rice St. Going to the light at Cty E and Rice Street has its own problems but, at least, we have traffic lights to help. Rush hour in the morning is already long waits for commuters and it is difficult to turn from County Road E onto Rice St going South because of the distance to 694 freeway lights. We have witnessed this most mornings. This intersection of 694, County Rd E, and Rice St is already congested and adding more traffic will only make it extremely difficult for commuters. Was there a development that was denied on Rice St and Gramsie because of traffic concerns?

The environment of our area would drastically change with the dynamics of a four to five story building. Trees help clean the air of carbon dioxide, is a noise reduction for the neighbors, and is a shelter for negative impact to the surrounding area. This impact would be lost with a four to five story apartment building, restaurant, and coffee drive thru. There would be no privacy for the homes near the building. The residents on Rustic Place would see a drastic change in traffic through our neighborhood.

This area is an island of railroad trains, freeway, and highway. With 100 apartments available, a certain percentage would be families with children. With Cardigan Junction and the railroad being so close, it could be a negative attraction for children looking for adventure and exploring. With the changeover of occupants there may always be a new group that would be looking for an attraction to keep them occupied. This could be a continuous problem and difficult area to control for Shoreview and the railroad for security purpose, possible injury, and vandalism.

We cannot see any positive reason for this proposal but see a lot of negative issues that would only create more problems for the City of Shoreview, commuters, residents of the area, and the railroad. Shoreview has always prided itself on making this City a family friendly community. Let's continue with that vision and deny the proposal.

Don and Jan Bunde  
3681 Rustic Place  
Shoreview MN 55126  
651 483 1876



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**RE: Proposed 100 unit apt. & restaurant & retail space on Co Rd E**

2 messages

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**Kathleen Cunningham** <kcunningham@nwarctic.org>

Tue, Jul 14, 2015 at 6:47 PM

To: "kcastle@shoreviewmn.gov" &lt;kcastle@shoreviewmn.gov&gt;

Dear Kathleen,

I am a resident of 3651 Rustic Place in Shoreview and have been recently made aware of a proposal before the planning commission regarding a 100 unit apartment, retail facility, and restaurant to be built on Co. Rd. E and Rice Street.

As you can imagine, this is a very disturbing and troublesome proposal. How would you feel if this was being done in your neighborhood? Shoreview is unique in it's beautiful neighborhoods, parks, lakes, and retail outlets. Recently the city seems to be caving in to the "Density Creep" agenda. Kozlaks is gone and in its' place a huge monstrosity of a complex as well as across the street from there. There is another huge complex down by Island Lake School. I am aware of the politics of trying to crowd more people into our metropolitan areas but I would hope that Shoreview would take a stand against such measures helping to keep Shoreview the wonderful place to live that it is.

There are more than just a few problems with this proposal which include, traffic congestion, a very poor view for those residents, parking, and the impact of that many more people on water resources. As a taxpaying citizens of Shoreview my husband and I are letting you know that we are 100% against this proposal. I hope you will take all the comments and public outcry against this proposal.

Sincerely,  
Tim & Katie Cunningham

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**Kathleen Castle** <kcastle@shoreviewmn.gov>

Wed, Jul 15, 2015 at 8:33 AM

To: Kathleen Cunningham &lt;kcunningham@nwarctic.org&gt;

Thank you for the email. I will include this in the Commission's agenda packet.

Kathleen

Kathleen Castle  
City Planner  
City of Shoreview  
651-490-4682  
[kcastle@shoreviewmn.gov](mailto:kcastle@shoreviewmn.gov)

[Quoted text hidden]

July 21, 2015

Mary Ann DeMay

3654 Rustic Place

Shoreview, MN 55127

**RE: Planned development on Retail/Apartment Complex at Rice and County Road E**

Dear Shoreview Planning Commission:

I am writing to oppose the redevelopment of the property on the corner of Rice Street and County Road E in Shoreview. I have been a homeowner on Rustic Place since 1966.

The complex is much too large for a residential neighborhood. The increase of noise and traffic will be a real problem for our neighborhood.

We continually fight the railroad to the west and north of us on noise issues. We have a constant stream of trains, banging from switching and whistles at all hours of the day.

Rice Street to the east of us has a huge amount of traffic during rush hours. Traffic has hugely increased since the 1980s. We have had Rice Street expand into our yards to accommodate this traffic.

Now to the south of us there might be a 100 plus apartment complex with retail. I do not think this will help with the noise and traffic problems in our small residential neighborhood.

Sincerely,

Mary Ann DeMay

VIA EMAIL TO KCASTLE@SHOREVIEWMN.GOV

July 15, 2015

Kathleen Castle  
City Planner  
City of Shoreview  
4800 Victoria Street North  
Shoreview, MN 55126

Re: Elevage Development Group PUD for Rice Street/Rustic Place/County Road E  
File No. 2584-15-27

Dear Ms. Castle:

Please accept this letter as my vehement objection to the above-referenced proposal.

My husband and I are some of the “new kids on the block,” having moved into the Rustic Place neighborhood in March 2014. We initially fell in love with our beautifully restored 1952 home, the large, heavily-treed lots, and quiet street. Since moving in, we have grown to know and love our wonderful neighbors. Ours is a small, isolated community and one where kids can safely ride their bikes down the street; where our many residents in their 70s and 80s can safely take their evening walks, and where everyone takes special care to keep a safe lookout for our several children and adults with developmental disabilities. This is an original Shoreview neighborhood with no sidewalks – all dog-walking and rollerblading takes place on the actual street surface.

So you can imagine my alarm and dismay to learn of a plan to add a gigantic apartment building at the end of the block, complete with a busy restaurant and drive-thru coffee.

This plan must not be allowed to proceed for the following reasons:

1. The proposed apartment building is far too tall. It will put many of the existing properties to the north in day-long shade. Cutting off southern exposure to homes which have stood there since the 1950s and 1960s is unconscionable. My home is a block north, and I have no desire for my southern view to be overtaken by an apartment building.

Kathleen Castle

July 15, 2015

Page 2

2. The proposed apartment building has far too many units. Adding hundreds of residents and vehicles to our tiny hamlet will completely eliminate the sense of safety we currently enjoy.
3. An apartment building is not an appropriate use of the residential space. Adding renters (as opposed to owners) dramatically increases the possibility of adding people who don't care if the neighborhood is safe, because they don't intend to stay long anyway. Apartment renters don't generally invest themselves into a community in the same way owners do.
4. Adding a drive-thru coffee shop just off Rice Street is a terrible idea. I will venture a guess that Corey Burstad has never tried to get through the Rice/694 interchange during morning rush hour. Rice Street already backs up WELL past the northern intersection of Rustic Place in the mornings. It is already extremely difficult to even make a right turn from Rustic Place or County Road E onto southbound Rice. Adding drive-thru traffic will only exacerbate an existing problem. And do we need more drive-thru coffee mere yards from a drive-thru Caribou?
5. A bar/restaurant will again add heavy traffic and noise from patrons who have no interest in being respectful of the neighborhood.

In sum, our neighborhood is the wrong place for this project and it must be quashed.

Sincerely,

Hilary Fox

181 Saint Marie Street, Shoreview

651.226.7310

Elevage Development Group, LLC  
157 County Road E, 185 County Road E, 3521 Rice Street and 3500 Rustic Place  
File No. 2584-15-27

Comments:

Qualities that attracted me to move to the Rustic Place neighborhood of Shoreview 27 years ago were the spacious, open-air, treed lots. They give a kind of country feel as well as providing a certain amount of privacy, while still being in the city. Having been raised on a farm in central Minnesota I learned to appreciate open spaces and the sights and sounds of nature around me.

Having a 4 or 5 story apartment complex outside my window is anything but a natural, rustic setting. I'm actually appalled that such a structure would even be considered at this location in our neighborhood. There is reason our street is named "Rustic Place".

Not only would a huge facility such as this be an eye sore, the affects at my location would be major. I'd be deprived of sunlight with the structure blocking out much of the sun as it passes on the south side of my home. I assume little would grow with near full shade conditions. And the air would likely become stagnant with little breeze to cool things and provide fresh air, unless from just the right direction.

Privacy would likely be a thing of the past with apartments rising 4 or 5 stories next to my home, and I would expect the sounds of the apartment residents would be heard as well.

Additional traffic from the apartment residents and business clients would contribute to the already congested area, particularly on Rice Street. Attempting to merge onto Rice Street in the morning is a test of patience at this point.

With careful consideration to those of us already living here it is my hope that this huge project would not go forward. Thank you.

Name: Howard Statz  
Address: 3520 Rustic Place, Shoreview, MN 55126  
Date: July 17, 2015

Elevage Development Group, LLC  
157 County Road E, 185 County Road E, 3521 Rice Street and 3500 Rustic Place  
File No. 2584-1527

Comments:

Does the city planning commission have any idea how congested Rice Street is even during non rush hours? Often traffic is backed up from 694 to the old A & W. Yesterday, around 3 pm the back up went all the way to the bank.

Trying to enter Rice Street from County Road E during the morning rush hour is difficult if you are not the first car in line. Traffic from the north is steady. From the Vadnais Lake area there is always a long line of cars hoping to go south on Rice.

Now, you not only want to add a 100 unit apartment building at E and Rice but a restaurant and a drive through coffee shop. Obviously, you do not know the area and the traffic patterns.

Rustic Place is a quiet neighborhood, a good place to raise children or walk a pet. Where will the children in the apartment play? There is no convenient park nearby. Years ago they could play on the land adjoining the railroad. Today, that's not possible or even safe.

I realize one or more owners of the homes that are to be demolished is probably happy. He apparently bought with strip mall expansion in mind as the property has not been kept up. The rest of the neighborhood keeps up their property.

I drive by the new apartment complex on Victoria and E almost every day. It is billed as a luxury complex, which is most amusing as the north side residents get to look out at the long freight trains mostly with tankers going through at all hours of the day and night. Also, they must get a lot of dust and dirt as we do living along Rustic Place and our trains are hundreds of feet away. Rumor has it that only about 20% of the units are occupied. Now, Shoreview's planning commission wants another badly placed apartment?

The planned development needs further discussion. Yes, a few more businesses could go into the strip mall, but an apartment by the freeway is not the answer.

Ronald Podratz *RP.*  
3546 Rustic Place  
651-485-7590

Elevage Development Group, LLC  
157 County Road E, 185 County Road E, 3521 Rice Street and 3500 Rustic Place  
File No. 2584-1527

Comments:

I am absolutely stunned!

A 4 or 5 story apartment building with 100 units, some of them supposedly luxury units on Rice Street and County Road E? The luxury units get to look out over 694 and the frequent 2 mile trains carrying oil tankers? What is Shoreview's city planning office thinking?

Do the apartment dwellers enter their underground garage via Rustic Place? Surely someone in the office remembers when Rustic Place was repaved. We voted to keep the street narrower than what the city wanted.

You're providing a so-called buffer with trees and a berm on the north side? That you think will keep the Rustic Place neighbors happy? Not to say anything about those on the so called fourth and fifth floors who get to peer into our windows and yards. Oh, the plan sounds absolutely delightful.

Oh, and a 6,500 foot restaurant on Rice Street? Ah, apparently, the planning office does not travel along Rice north of 694 and noticed how narrow it is with a lake to the east. Not to mention busy. By the way, the Rice Street bridge is due to be replaced. Perhaps the planning office has forgotten this.

And we lose Pet Junction, Subway, and the barber and beauty shops. Wonderful idea!

The design is ugly and does not fit in with the neighborhood.

Why not use the land where Rainbow was on 96?

Obviously, I am disappointed and outraged that such an idea as a 100 unit apartment house, coffee shop, and restaurant is being consider for that property. Kindly take your inappropriate ideas somewhere else!

Dorothy LeGault  
3546 Rustic Place  
651-482-0232





Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Meeting on July 28**

1 message

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**Dorothy Legault** <dodylegault@aol.com>

Thu, Jul 23, 2015 at 6:46 AM

To: kcastle@shoreviewmn.gov

My husband, Ronald Podratz, and I will be unable to attend the July 28th Shoreview Planning Commission meeting as my flight from New Mexico does not arrive in time. However, we continue to be opposed to the appropriateness of the Elevage proposal for E and Rice as it is incompatible with the general land use in the area as well as traffic patterns.

Dody LeGault  
3546 Rustic Place



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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## Feedback on the Proposal to redevelop the land at the corner of Rice and Cty Rd E

1 message

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**Jeff&Lisa Olson** <jeffandlisaolson@gmail.com>  
To: kcastle@shoreviewmn.gov

Thu, Jul 16, 2015 at 2:24 PM

Hi Kathleen,

I live at and own the house on 3545 Rustic Place in Shoreview and recently got the letter addressing the potential plans for the redevelopment of the land on the corner of Rice and county Rd E. I have a number of concerns with this project and am writing as requested to share them.

When we moved to Rustic and purchased the home it was because of the low density housing with larger lots that make this area safe for my three young kids to bike and play. The proposed project seems extremely non congruent with the feel of the rest of the neighborhood, its zoning rules and the general density of the surrounding dwellings. The sheer height alone of the proposal is not in scale at all with any of the surrounding structures and will drastically altar the landscape, feel and add to the congestion of a already overly congested series of lights and intersections within our community.

The traffic at that corner is already heavy and often spills into the neighborhood and to add the potential for more then 100 plus cars to that corner and neighborhood seems ill advised and unsafe. Further there is already existing retail space available in the current mall and many other spaces near this intersection so it appears the commercial retail market in this area is a bit soft and likely will not be occupied and thus is not needed for the residents of Shoreview.

I also am concerned that Elevage LLC can undertake and complete such a large and costly project given they have been in operation for less the 5 years and do not have a long term proven track record in their respected industry.

I would like to add my name to the growing list of longtime Shoreview residents who do not wish for this proposal to go forward and do not think this is desirable, wise nor in the best interest of Shoreview or this neighborhood.

I will plan on sending a letter as well and will be present at the meeting on the 28th,

Thank you,  
Jeffrey C. Olson



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

**RE: New Construction - Rice Street Crossing**

1 message

Richard O'Neil &lt;rwo3530@yahoo.com&gt;

Tue, Jul 21, 2015 at 4:41 PM

Reply-To: Richard O'Neil &lt;rwo3530@yahoo.com&gt;

To: "sandymartin444@gmail.com" <sandymartin444@gmail.com>, "\"emyjohnson26 2\""  
<emyjohnson26.2@gmail.com>, "tjquig@comcast.net" <tjquig@comcast.net>, "ady@adywickstrom.com"  
<ady@adywickstrom.com>, "cory@coryspringhorn.com" <cory@coryspringhorn.com>,  
"tschwerm@shoreviewmn.gov" <tschwerm@shoreviewmn.gov>, "kcastle@shoreviewmn.gov"  
<kcastle@shoreviewmn.gov>

From: Richard O'Neil, 3530 Rustic Pl

I've lived here at 3530 Rustic for the last 25+ years and raised two children in a neighborhood and community that is indeed God's gift. My neighbors are the best anywhere. I am angry that the the Shoreview governance group(s) would allow this poposal to build TWO apartment buildings and a restaurant and another drive-through coffee shop WITHIN 200+ FEET OF MY HOME.

Is this project economically feasible? Cofee is already available at the Mexcan Drive-in across the street, the gas station on the corner next to it, and Caribou across the freeway. Surely the world doesn't need another coffee shop or the increased traffic congestion that is already here. What will we do with another failed coffee shop on the corner?

Also, the restaurant can only add to the already congested intersection and overflow into our residential neighborhood. And again, if it fails (and most do), we will have another empty building in our neighborhood. I don't even want to ask if it will have a liquor license - I presume so - and activity until 2 AM. Apartment buildings, four and five stories, are planned on a traffic congested corner overlooking the freeway on the south side and our neighborhood (specifically my home) on the north. How many hundred autos will these renters bring in to our neighborhood? We will have people constantly moving in and moving out and no ownership stake in the neighborhood.

Have you considered how this project will effect the value of the investment in our homes? We, who have lived here and raised our kids and kept up our property and faithfully paid our real estate taxes. As we get older, some of us will have to sell our homes which for me is a major asset. I am very concerned that this project will have an adverse effect on re-sale values when its time for me move.

This project, coupled with the already challenging railroad issues, will erode resale values.

Please prevent this harm to our neighborhood and our homes by rejecting this proposal.

Respectfully,

Richard O'Neil, Owner - 3530 Rustic Pl.



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**157 County Road E**

1 message

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**Kate O'Neil** <kateo3530@gmail.com>

Wed, Jul 15, 2015 at 10:54 AM

To: kcastle@shoreviewmn.gov

Dear Planning Commission,

My name is Kate O'Neil, I'm 28-- I have just purchased my first house, but still call 3530 Rustic Place my home.

I grew up on Rustic Place. I learned how to ride my bike--right out the driveway and onto the street-- with my mom yelling behind me to "be careful"! I remember and still participate in neighborhood events like the 4th of July parade and the neighborhood Halloween Party. We are a community of neighbors that watch out for eachother and take care of eachother. It is a quite neighborhood with little drive-through traffic, little noise (unless the train is honking by) and has a lot of privacy and space to feel free.

Building an apartment building and resturant will take away our little traffic, a little noise and a lot of privacy. The busy complex that is proposed on this corner will destroy our quaint neighborhood character.

In fact, the proposed structure will do much more than destroying our neighborhood character it will:

1. Decrease in safety as there will be an increase in revolving strangers not stationary neighbors. Owners feel a different sense of responsibility to the neighborhood than renters and could bring loitering, littering and crime.
2. Increase congestion on Rice Street and traffic on Rustic Place. Thus, creating an unsafe environment for kids and adults either playing or walking in the street as there are no sidewalks.
3. There will be no play area for apartment building families which is unsafe for everyone as the quite street of Rustic Place will be utilized by the apartment families.
4. Privacy of the neighborhood will be abolished with towering apartments looking down onto our lawns.
5. Disruption to the neighborhood when Ambulance/Police personel may be needed at the restaurant because they are serving alcohol. Which in turn could cause a decrease in safety if a drunk individual chooses to vandalize or break-and-enter into private family homes.

Lastly, I am not sure who would pay for a luxury apartment to hear consecutive train horns at all hours of the night. Once this is realized by the luxury apartment tenants, I would doubt that they would stay and it would become harder for the apartment building to maintain a luxury clientele.

I implore the Planning Commission to reject this proposal as it will unravel the fabric of our family neighborhood and the bond we share. I look forward to meeting you in person at the Tuesday meeting.

Sincerely,

Kate O'Neil  
651-808-2454



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Comments On Elevage development Group Project (File No. 2584-15-27)**

2 messages

**Thomas Sparrow** <tsparrow@usfamily.net>

Fri, Jul 17, 2015 at 10:21 AM

To: kcastle@shoreviewmn.gov

i think approval is a BAD idea when looking at various consequences that are sure to occur if this project proceeds.

But I will focus my comments to the influx of cars. Specifically, I am concerned about where to put them and what havoc they would cause ... especially during commute hours ... say 7am to 9am in the morning and 4pm to 6pm in the late afternoon.

Where To Put Them (the cars)

From the drawing sent to me i count 70 parking slots outside. No one wants to park inside unless it is ten below zero. I have served time at Midland Terrace ... i am speaking from experience.

Anyway, from the architect's drawing i count 70 slots around the apartment complex itself. Let's up the count to 100. In the mix of tenants, most will be couples or families with two or more cars. So we have 100 cars that don't have parking slots ... where to put them ? ... i know ... they can park in the slots around the restaurant and the coffee shop ... there is nothing that delineates which parking slots belong to which business.

Traffic Congestion

The main artery for North Eastern Shoreview into the Twin Cities is Rice Street. The stoplight at County Road E is timed to allow Rice Street traffic to flow unimpeded through it. Over time this traffic has built up quite a bit. Things work well most of the time because there is little cross traffic to interrupt the flow. This project will change that.

Neither of the problems described above is addressed by the Elevage Developemnt proposal. It is like they will build it, make their money, and disappear into the sunset.

The costs Shoreview will incur to keep police at the intersection to handle accidents and keep frayed tempers in check are not in the proposal. Oh ... they will be close enough to handle the parking disputes that will arise because Shoreview allowed someone to try and fit a whale into a tin can.

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**Kathleen Castle** <kcastle@shoreviewmn.gov>

Fri, Jul 17, 2015 at 2:34 PM

To: Thomas Sparrow &lt;tsparrow@usfamily.net&gt;

Thank you for the comment. I did receive this and will include your response in the Planning Commission packet.

Kathleen

Kathleen Castle  
City Planner  
City of Shoreview  
651-490-4682  
[kcastle@shoreviewmn.gov](mailto:kcastle@shoreviewmn.gov)

[Quoted text hidden]

In response to the Public Notice for a Planned Unit Development at 157 County Rd E. July 14, 2015

This area of Shoreview is a unique area bordered by 694, Vadnais Lake and the railroad. We are approximately 52 homes isolated from other communities. The traffic flow along Rice is significant to the point of a "bottle neck" during rush hour. Even with the planned improvement of the Rice & 694 interchange there will still be a heavy traffic pattern. To introduce an apartment complex of 100 family units is unbelievable. To begin with the increase of traffic of the inhabitants and their guests will be a 24 hour circus. Since the residents will likely be families, there will probably be teenagers with cars to add to the congestion.

Family units mean children of different ages will be living there. Where will the children play? At Cardigan Junction on the railroad tracks? There is no accessible park for them. Even if there is a walking path made across 694, only older children will be able to cross and head to Owasso Lake and its play area.

The entire dynamics of this community will be dramatically altered by introducing this apartment complex. The structure being 4 or 5 stories high will shade out the homes to the north. Putting in a "berm and coniferous trees" will hardly solve the problem. They are on the north side of the building growing in the shade of the building so any plant will not grow. The residence on the floors will be looking into our homes and our back yards. There will be no privacy what so ever. When we bought into this neighborhood we bought into large yards and privacy. This will be taken away from us with this structure. Also, who wants to look at a wall to the south! Our neighborhood already lived with a 5 story wall when the railroad stored container cars 5 high and 5 deep behind our homes. We know what that was like! It wasn't nice at all. It was an "eye-sore!"

A restaurant on Rice Street of 6,576 sq ft is too close to the residential homes. The traffic in and out will be unacceptable. If the restaurant is serving alcohol other issues such as intoxicated drivers and possible altercations in parking lots. The presence of the Taco Bell already causes significant traffic issues with the flow of people. A drive through coffee shop again has continuous moving traffic.

The residential homes to be acquired are homes the owners are probably happy for someone to take them off their hands. I have kept up my home. I take care of my home and my land as have others in this neighborhood. I feel that the residential listing of those 3 properties should remain residential.

I am upset that Shoreview would even consider this proposal for this area. It is a one of a kind area in Shoreview. We have a neighborhood Halloween party, a neighborhood 4<sup>th</sup> of July parade and picnic, and an annual block party. With the city's permission, we also beautified the city's property along Cty E and Rustic Place by planting flowers that bloom through the summer. Consequently, we know each other and watch out for each other. Introducing this Planned Unit Development into this area is unconscionable.

This is not the location for the Planned Unit Development from Elevage Development Group. The Shoreview Planning Commission needs to do the "RIGHT" thing for its tax payers who have been there for Shoreview.

A handwritten signature in cursive script that reads "Marcia Figus". The signature is written in black ink and is positioned above the printed name.

Marcia Figus

3538 Rustic Place

Shoreview, MN 55126

651-483-3306

As a (almost) life-long resident of this neighborhood, I am totally opposed to the thought of a high-rise apartment building. The first two owners of property in this block were my grandfather (Victor Nisswandt), who owned 209 St. Marie Street and Jacci Krebsbach's grandfather who owned the property at 3500 Rustic Place. When they built their homes, there was nothing between the two of them but a dirt road. We have come a long way from those dirt road days, but some things have not changed. The pride in living in such a great place, close to both downtowns, the interstate, but yet hidden away from the world, have always made this a great place to live.

My father bought the lot at 205 St. Marie Street from his dad (my grandfather), and built the house that is currently there. This is where I grew up (and actually) came home as a newborn, in 1953. After my grandparents died, my uncle bought 209 St. Marie. That house is still in the family, since it owned by his daughter, my cousin. When the house we currently live in at 3566 Rustic Place came up for sale in 1989, we bought it from someone who also grew up on Rustic Place, at that time her parents still lived where she grew up, at 3577 Rustic Place. So in a nutshell, I have lived in this neighborhood for 51 of my 62 years.

My husband and I bought the house next door to us, 3574 Rustic Place in 1997, so that our parents could be close to us as they aged, and we could help care for them. Since then we have lost both of our fathers, but my mom is still here in her old neighborhood.

I have watched generations of children grow up in a neighborhood that is just like it was when I was growing up here, and I don't want to see that change. Neighbors watch out for each other, there are many people that have lived here anywhere from 30-50 years. New families have joined the neighborhood and have quickly learned what a great small community we are; only a block or two from the freeway, but away from the hustle and bustle of big city life. Most people, who have never been to our block say, I didn't even know there were houses back here.

The chaos that will occur if this proposed plan is approved is beyond my comprehension. The traffic, both foot and vehicular will increase, the congestion at Rice, County Rd. E. and the freeway is almost unbelievable and will only get worse. I can only imagine that crime, will increase with a multi-family/retail space moving in. Our property values have just started to come back after the 2008 real estate downturn. What will happen when we are surrounded by a building much too large, and built to accommodate more people than the infrastructure can accommodate. What happens to the value of our homes if this goes forward?

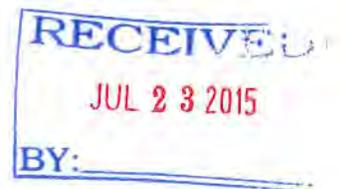
As a taxpayer on two properties on this block, and a lifelong resident, I oppose this project. This neighborhood cannot sustain the traffic, congestion, and disorder that will come if this is approved.

Karen and Rob Earhuff

3566 Rustic Place

Shoreview, MN 55126

651 482 7901



Elevage Development Group, LLC

157 County Road E, 185 County Road E, 3521 Rice Street and 3500 Rustic Place

File No. 2584-15-27

**Dear Shoreview Planning Commission:**

Below are comments re: the Public Notice for the July 28 meeting at 7pm at the City Council Chambers:

- I. **Apartments:** We are totally opposed to the proposed transitory multi-family units set for the western and southern areas due to the following concerns:
  - a) High-end renters will not rent on marginal land near a freeway and train yard.
  - b) High-end renters also will not rent without garages due to hail, ice, snow and, especially, the easy access to the freeway by thieves of their Toyotas and Hondas.
  - c) New apartment buildings are required by the Metropolitan Council to have 10 percent occupancy of low income renters: Section 8 and other vouchers.
  - d) Apartment buildings deteriorate quickly and then will bring a bad element to the town.
  - e) High volume of people and traffic bring negative effects to the Snail Lake Park Reserve and to the West Vadnais Lake Watershed District, a water source for St Paul's water.
  - f) High volume of people and traffic already ensnare commuters on Rice Street and 694's on and off ramps. Rice Street is not adaptable to such high volume during rush hour commutes of six or more hours daily, especially during 35E construction.
  - g) The skyline for commuters returning home will be ruined – no tree line but ugly 4 and 5 story apartment buildings.
- II. **Drive-through coffee shop on the corner of Rice and E:**
  - a) The drive-through will create similar havoc with traffic on Rice Street from 6-9am and 3-7pm weekdays and all of Saturday.
  - b) We have a Caribou across the freeway and this is a residential area.
  - c) A better use of the corner would be a welcoming landscaped Shoreview rock similar to Lexington and 96. This is the gateway to home and to the lakes for many families.
- III. **Restaurant at 3521 Rice:**
  - a) Any restaurant built should be at the western edge of the development near the marginal land, not on Rice Street, to divert traffic more suitably in a residential neighborhood, with Rice Street already so busy.
  - b) The development should not have access directly from Rice.
  - c) This idea would keep the sightlines low to keep a visible tree line, manage traffic better and avoid the imminent domain seizure of a young family on Rice Street with small children that just spent tens of thousands of dollars upgrading their home with a double garage. It would be highly unlike Shoreview's family values to seize that home.
- IV. **Recommend:**
  - a) Have restaurant at E and Rustic corner.
  - b) This area is not like Victoria and 694 or Lexington and 694. Completely different.
  - c) Have high end strip mall like those at White Bear Lake near the City Hall, that would include family friendly stores and shops that accommodate the commuters returning to North Oaks, Shoreview and Vadnais Heights.

Name: <sup>DR</sup> Ron and Becky Hoschouer  
Address: 3562 Rice Street, 55126



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

## Rice Street Traffic Nightmare Increasing

Curtis Leavitt &lt;curtleav@msn.com&gt;

Thu, Jul 16, 2015 at 5:01 PM

To: "sandymartin444@gmail.com" <sandymartin444@gmail.com>, "emyjohnson26.2@gmail.com" <emyjohnson26.2@gmail.com>, "tjquig@comcast.net" <tjquig@comcast.net>, "ady@adywickstrom.com" <ady@adywickstrom.com>, "cory@coryspringhorn.com" <cory@coryspringhorn.com>, "kcastle@shoreviewmn.gov" <kcastle@shoreviewmn.gov>, "blake.huffman@co.ramsey.mn.us" <blake.huffman@co.ramsey.mn.us>, Denise Hamilton <sedeni@msn.com>, lengel@tsi.com, jaccikrebsbach@icloud.com, tony@enrichinc.com, Helen Moreland <hjmoreland@msn.com>, fliplcret@excite.com, Susan Deno <susandeno@gmail.com>, robkaren@q.com, Curtis Leavitt <curtleav@msn.com>, Katie Cunningham <frog99752@yahoo.com>, Kelly Kasel <kaselkm0@msn.com>, donamra@excite.com, bobbi@casadearte.net, Elsa Keeler <enk@nisswandt.com>, Jan Bunde <donjanbunde@q.com>, keithjohnson3034@msn.com, Anna Schaberg <ajschaberg@gmail.com>, Wendy Rossi <wendyjr49@gmail.com>, Sharon Richard BRAUN <braunrs3535@q.com>, toro342000@yahoo.com, cadesign@gmx.com, Tom Sparrow <tsparrow@usfamily.net>, ladittbemer@bremer.com, Steve Hamburger <steve@franchisetimes.com>, dhfcvf29@comcast.net, Sarah VanLaningham <todderv@hotmail.com>, mpeterson270@comcast.net, sunnie55126@q.com, Diane Andrews <jaydiane12@gmail.com>, Dody LeGault <dodylegault@aol.com>, Kristi Tomas <kristi@tomascompanies.com>, marciafigus@hotmail.com, Richard O'Neil <rwo3530@yahoo.com>, capitalcityhtgstpaul@yahoo.com, conceptualcarpentry@gmail.com, howard@thecaulkersco.com, lottecan@yahoo.com, Bobby O'Rourke <rorourke@cbbumet.com>, book club Kay Rooney <kayr@bitstream.net>, caroljohnson@clbensen.com, Megan yoga Gangl <gangl@comcast.net>, Michelle Hamburger <mmhamburger@gmail.com>, patrick foley <waltistheonewhoknocks@gmail.com>

## Rice Street Traffic Nightmare Increasing With New 5-Story Apartment Bldg

**From:** Curt & Suzie Leavitt, 3636 Rustic Place, Shoreview 55126 ([curtleav@msn.com](mailto:curtleav@msn.com))

**Date:** Thur. July 16, 2015

**To Neighbors:** ([sedeni@msn.com](mailto:sedeni@msn.com)); ([lengel@tsi.com](mailto:lengel@tsi.com)); ([jaccikrebsbach@icloud.com](mailto:jaccikrebsbach@icloud.com)); ([tony@enrichinc.com](mailto:tony@enrichinc.com)); Helen Moreland ([hjmoreland@msn.com](mailto:hjmoreland@msn.com)); ([fliplcret@excite.com](mailto:fliplcret@excite.com)); ([susandeno@gmail.com](mailto:susandeno@gmail.com)); ([robkaren@q.com](mailto:robkaren@q.com)); ([curtleav@msn.com](mailto:curtleav@msn.com)); ([frog99752@yahoo.com](mailto:frog99752@yahoo.com)); ([kaselkm0@msn.com](mailto:kaselkm0@msn.com)); ([donamra@excite.com](mailto:donamra@excite.com)); ([bobbi@casadearte.net](mailto:bobbi@casadearte.net)); ([enk@nisswandt.com](mailto:enk@nisswandt.com)); Jan Bunde ([donjanbunde@q.com](mailto:donjanbunde@q.com)); ([keithjohnson3034@msn.com](mailto:keithjohnson3034@msn.com)); Anna Schaberg ([ajschaberg@gmail.com](mailto:ajschaberg@gmail.com)); Wendy Rossi ([wendyjr49@gmail.com](mailto:wendyjr49@gmail.com)); Sharon/ Richard BRAUN ([braunrs3535@q.com](mailto:braunrs3535@q.com)); ([toro342000@yahoo.com](mailto:toro342000@yahoo.com)); ([cadesign@gmx.com](mailto:cadesign@gmx.com)); Tom Sparrow ([tsparrow@usfamily.net](mailto:tsparrow@usfamily.net)); ([ladittbemer@bremer.com](mailto:ladittbemer@bremer.com)); Steve Hamburger ([steve@franchisetimes.com](mailto:steve@franchisetimes.com)); ([dhfcvf29@comcast.net](mailto:dhfcvf29@comcast.net)); ([todderv@hotmail.com](mailto:todderv@hotmail.com)); ([mpeterson270@comcast.net](mailto:mpeterson270@comcast.net)); ([sunnie55126@q.com](mailto:sunnie55126@q.com)); Diane Francisco Andrews ([jaydiane12@gmail.com](mailto:jaydiane12@gmail.com)); ([dodylegault@aol.com](mailto:dodylegault@aol.com)); ([kristi@tomascompanies.com](mailto:kristi@tomascompanies.com)); ([marciafigus@hotmail.com](mailto:marciafigus@hotmail.com)); Richard O'Neil ([rwo3530@yahoo.com](mailto:rwo3530@yahoo.com)); ([capitalcityhtgstpaul@yahoo.com](mailto:capitalcityhtgstpaul@yahoo.com)); ([conceptualcarpentry@gmail.com](mailto:conceptualcarpentry@gmail.com)); ([howard@thecaulkersco.com](mailto:howard@thecaulkersco.com)); ([lottecan@yahoo.com](mailto:lottecan@yahoo.com)); Bobby O'Rourke ([rorourke@cbbumet.com](mailto:rorourke@cbbumet.com)); book club Kay Rooney ([kayr@bitstream.net](mailto:kayr@bitstream.net)); ([caroljohnson@clbensen.com](mailto:caroljohnson@clbensen.com)); Megan yoga Gangl ([gangl@comcast.net](mailto:gangl@comcast.net)); Michelle Hamburger ([mmhamburger@gmail.com](mailto:mmhamburger@gmail.com)); patrick foley ([waltistheonewhoknocks@gmail.com](mailto:waltistheonewhoknocks@gmail.com))

**To City of Shoreview Officials-** Mayor Sandy Martin, Council members: Emy Johnson, Terry Quigley, Ady Wickstrom, Cory Springhorn, and City Planner Kathleen Castle <[sandymartin444@gmail.com](mailto:sandymartin444@gmail.com)>; <[emyjohnson26.2@gmail.com](mailto:emyjohnson26.2@gmail.com)>; <[tjquig@comcast.net](mailto:tjquig@comcast.net)>; <[ady@adywickstrom.com](mailto:ady@adywickstrom.com)>; <[cory@coryspringhorn.com](mailto:cory@coryspringhorn.com)>; <[kcastle@shoreviewmn.gov](mailto:kcastle@shoreviewmn.gov)>

**To Ramsey County Officials -** Blake Huffman [blake.huffman@co.ramsey.mn.us](mailto:blake.huffman@co.ramsey.mn.us)

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Blake, will you see this gets to appropriate Ramsey County officials that need to be involved in the "Increase in Traffic Congestion Assessment".

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Folks in the Rustic Place/Rice Street area of Shoreview (North of Hwy 694) have been informed by the city that a 4 to 5 story apartment building and restaurant (that will serve liquor) is being planned at what is already a traffic bottleneck at Rice St, County Road E, and Hwy 694.

In the last few days, we have read the concerns that 18 of our neighbors have sent to Shoreview city officials. Some are understandably angry.

**The bottleneck** - Marcia Figus points out that the terrible traffic problems that already exists on Rice Street during rush-hours will become a nightmare. Currently, the traffic stretches back bumper to bumper sometimes over a mile morning and night.

A **map is attached** showing the "bottleneck" along Rice St consists of: Co Rd E entrance/exit; Vadnais Blvd entrance/exit; Kath gas station entrance/exit; Taco Bell entrance/exit; Gas station E. side Rice entrance/exit; On ramp to Hwy 694 W. Off ramp from Hwy 694 W; Off ramp from Hwy 694 E; On ramp to Hwy 694 E. And, there are four stop lights here on Rice a short distance apart (again see map):

- Co Rd E / Vadnais Blvd intersection with Rice
- The on ramp & off ramp 694 west
- The on ramp & off ramp 694 east
- Owasso Blvd

Note that Co. Rd E. provides no escape from the bottleneck pressure, as Co Rd E ends about 800 ft west at the Soo Line Railroad. Also, Vadnais Blvd provides no escape, as it is a narrow winding road around Lake Vadnais that does not meet a relief artery until it gets miles to the east at Freeway 35E (heading north to Duluth).

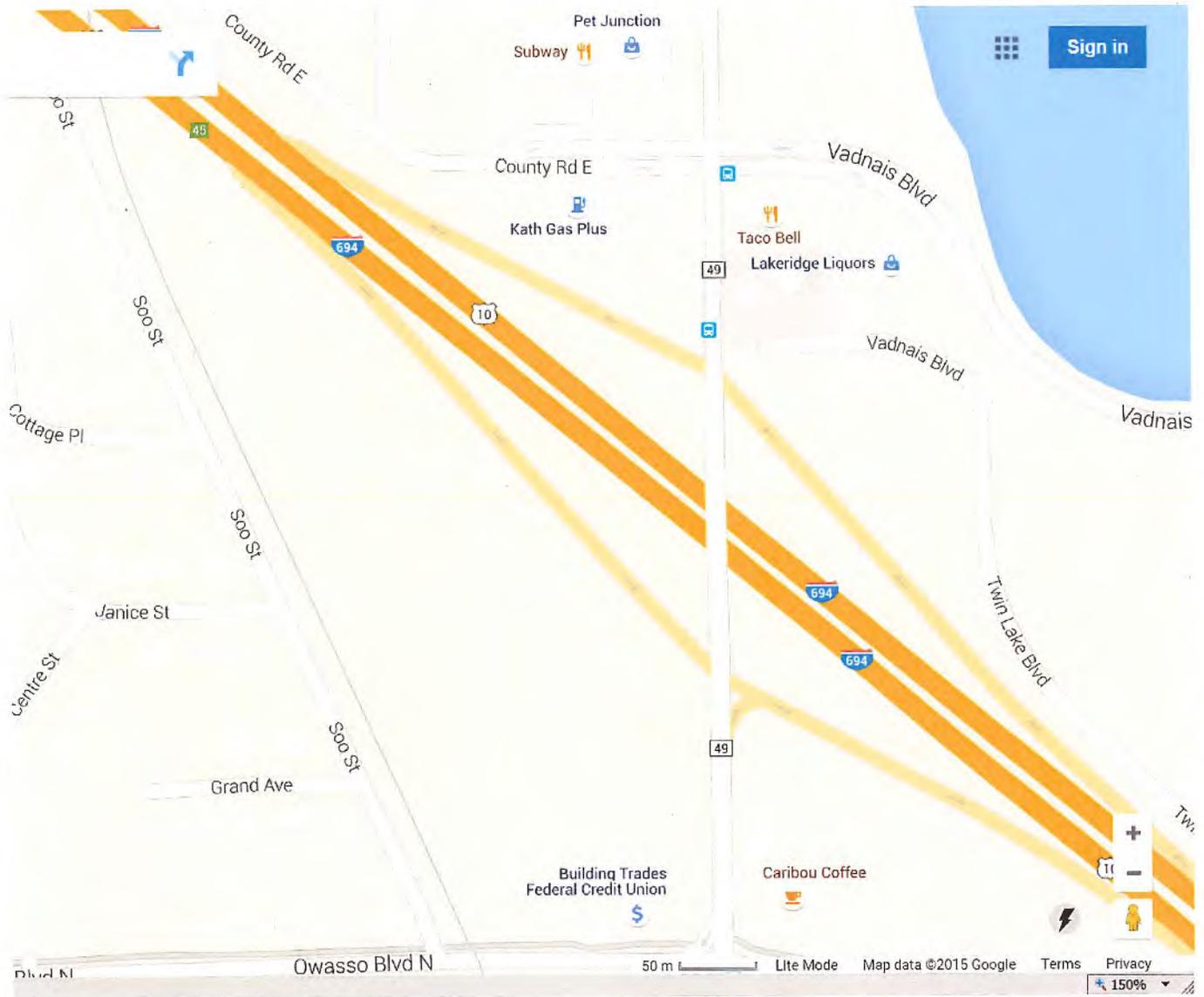
**Increase in Traffic Congestion Assessment needed from County** - So far, neighbors have been directing their concerns to city officials, but since the main traffic congestion is on Rice Street (which is County Hwy. 49), county officials should be involved - for example, to do an "Increase In Traffic Congestion Assessment".

Our Ramsey County Commissioner for this area is Blake Huffman. He knows our city, as he served us well as Shoreview Councilman for 16 years (from 1996 to 2012). Blake can be reached at: Email ([blake.huffman@co.ramsey.mn.us](mailto:blake.huffman@co.ramsey.mn.us)) or Phone [651-266-8362](tel:651-266-8362).

Curt & Suzie Leavitt, 3636 Rustic Place, Shoreview, MN 55126

# Rice Street S. of County Rd E Crossing over Hwy 694

Approximate Map Scale: 0.95 inch = 100 meters = 300 ft





Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

## Rice Street Traffic Nightmare Increasing

MEGAN &lt;gangl@comcast.net&gt;

Thu, Jul 16, 2015 at 10:07 PM

To: Curtis Leavitt &lt;curtleav@msn.com&gt;

Cc: sandymartin444@gmail.com, emyjohnson26 2 <emyjohnson26.2@gmail.com>, tjquig@comcast.net, ady@adywickstrom.com, cory@coryspringhorn.com, kcastle@shoreviewmn.gov, blake huffman <blake.huffman@co.ramsey.mn.us>, Denise Hamilton <sedeni@msn.com>, lengel@tsi.com, jaccikrebsbach@icloud.com, tony@enrichinc.com, Helen Moreland <hmoreland@msn.com>, fliptcret@excite.com, Susan Deno <susandeno@gmail.com>, robkaren@q.com, Katie Cunningham <frog99752@yahoo.com>, Kelly Kasel <kaselkm0@msn.com>, donamra@excite.com, "Blilie, Bobbi Haas & Jon" <bobbi@casadearte.net>, Elsa Keeler <enk@nisswandt.com>, Jan Bunde <donjanbunde@q.com>, keithjohnson3034@msn.com, Anna Schaberg <ajschaberg@gmail.com>, Wendy Rossi <wendyjr49@gmail.com>, Sharon Richard BRAUN <braunrs3535@q.com>, toro342000@yahoo.com, cadesign@gmx.com, Tom Sparrow <tsparrow@usfamily.net>, ladittberner@bremer.com, Steve Hamburger <steve@franchisetimes.com>, dhfcvf29@comcast.net, Sarah VanLaningham <todderv@hotmail.com>, mpeterson270@comcast.net, sunnie55126@q.com, Diane Andrews <jaydiane12@gmail.com>, Dody LeGault <dodylegault@aol.com>, Kristi Tomas <kristi@tomascompanies.com>, "Figus, Marcia" <marciafigus@hotmail.com>, Richard O'Neil <rwo3530@yahoo.com>, capitalcityhtgstpaul@yahoo.com, conceptualcarpentry@gmail.com, howard@thecaulkersco.com, lottecan@yahoo.com, Bobby O'Rourke <rourourke@cbburnet.com>, book club Kay Rooney <kayr@bitstream.net>, caroljohnson@clbensen.com, Michelle Hamburger <mmhamburger@gmail.com>, patrick foley <waltistheonewhoknocks@gmail.com>

Hello,

I am a neighbor from the Horseshoe neighborhood south of 694 off of No Owasso Blvd. I am also concerned about this construction project and want to add a couple of comments that could be added to the discussion and the map. One thing that isn't mentioned in the traffic discussion is the backups that are caused by the train crossing on No Owasso Blvd.

As you all know that has created significant traffic congestion. In addition, there is a proposed development of 10 single family homes that will feed directly onto No Owasso Blvd (4) and Grand Avenue (6 more), and all will be using No Owasso Blvd and Rice Street.

Megan Gangl

**From:** "Curtis Leavitt" <curtleav@msn.com>

**To:** sandymartin444@gmail.com, "emyjohnson26 2" <emyjohnson26.2@gmail.com>, tjquig@comcast.net, ady@adywickstrom.com, cory@coryspringhorn.com, kcastle@shoreviewmn.gov, "blake huffman" <blake.huffman@co.ramsey.mn.us>, "Denise Hamilton" <sedeni@msn.com>, lengel@tsi.com, jaccikrebsbach@icloud.com, tony@enrichinc.com, "Helen Moreland" <hmoreland@msn.com>, fliptcret@excite.com, "Susan Deno" <susandeno@gmail.com>, robkaren@q.com, "Curtis Leavitt" <curtleav@msn.com>, "Katie Cunningham" <frog99752@yahoo.com>, "Kelly Kasel" <kaselkm0@msn.com>, donamra@excite.com, bobbi@casadearte.net, "Elsa Keeler" <enk@nisswandt.com>, "Jan Bunde" <donjanbunde@q.com>, keithjohnson3034@msn.com, "Anna Schaberg" <ajschaberg@gmail.com>, "Wendy Rossi" <wendyjr49@gmail.com>, "Sharon Richard BRAUN" <braunrs3535@q.com>, toro342000@yahoo.com, cadesign@gmx.com, "Tom Sparrow" <tsparrow@usfamily.net>, ladittberner@bremer.com, "Steve Hamburger" <steve@franchisetimes.com>, dhfcvf29@comcast.net, "Sarah VanLaningham" <todderv@hotmail.com>, mpeterson270@comcast.net, sunnie55126@q.com, "Diane Andrews"



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Planned Re-Development submitted by Elevage Development Group LLC: Rice and 694 File # 2584-15-27**

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Laurie Otte <lottecan@yahoo.com>  
Reply-To: Laurie Otte <lottecan@yahoo.com>  
To: "kcastle@shoreviewmn.gov" <kcastle@shoreviewmn.gov>

Fri, Jul 17, 2015 at 7:42 AM

To: Shoreview Planning Commission: Kathleen Castle: City Planner

Planned Re-Development submitted by Elevage Development Group: File # 2584-15-27

The Plans submitted would actually revitalize the area, and bring it into 21<sup>st</sup> Century.

The area currently looks like it is stuck in the 60's:

Looking at the other corners: NE corner of Rice and Vadnais Blvd. is a vacant run down shack. The SE corner of Rice and 694 is a relic of a bar, and the SW corner vacated by Ramsey County is an open pile of dirt and weeds.

The Steering committee (formed when the Ramsey County Maintenance Facility closed) consisting of residents of Shoreview, (Including this neighborhood), Little Canada and Vadnais Heights agreed that the NW corner of Rice and 694 would be re-developed. At that time the Shoreview Mall, the homes of Jim Johnson and Edward and Laurie Otte were not included in that plan. That has prevented any of us from doing any upgrades or enhancements to our property for over 10 years.

The mostly empty Shoreview Mall ( which has been that way for most of 2 decades), has become a haven for drug deals, causing excess resources from Ramsey County Sheriff to patrol the lot and the area.

This area could become the next Brooklyn Center, if revitalization is not done.

The alternative to these plans could be a row of fast food restaurants, strip malls with liquor stores and tobacco shops.

Shouldn't this area be the first area to have the nicest development, instead of the leftover businesses nobody wants or needs?

Thank you,

Laurie Otte

185 West County Road E

Shoreview, MN 55126

Respected Mayor and Council Members,

July 18, 2015

I know that you have received an outpouring of responses to the Planned Unit Development on Rice St. and County E and I simply wanted to add our family to your growing list of residents who oppose this construction.

We do so for all the reasons my neighbors have already so eloquently stated - the traffic nightmare, the ostentatiously monolith nature of the proposed project for the proposed area, the influx of hundreds of residents to an encapsulated neighborhood, etc. etc. etc.

My main reason for opposition however, is this:



As residents of this neighborhood for 12 years, we know every kid here. These are ours, but we speak for all. Although we have no sidewalks, they know that they can safely get on their bikes and ride all the way down the street, unsupervised, to play with a neighbor. They know that they can test out a pair of roller blades for the first time or take the dog for a walk without having to worry about a thousand cars or strangers coming through. The adults in the neighborhood know who they are and all of the kids know they can get a piece of candy if they stop at "Grandma Betty's" down the street. We take care of our land and one another.

If this PUD goes in, if there are even 100 more people here – or unthinkable, 100 UNITS of people and cars here - this neighborhood, and our kids that live here, will suffer. Our space and streets will have to absorb the 100 units of people because there is nowhere else to go. We bought in this neighborhood BECAUSE it was encapsulated with huge residential lots, so our kids could grow up kids and so we could look out for one another. That is why your inboxes were flooded. Because we would like our community to stay community

See, this is what our neighborhood looks like when you turn into the proposed corner:



And this is what it looks like when you round the corner:







Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**letter re PUD**

1 message

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**Helen J Moreland** <hjmoreland@msn.com>

Fri, Jul 24, 2015 at 12:21 PM

To: KCastle@shoreviewmn.gov

This is to oppose the Planned Unit Development by Elevage Development Group, LLC proposed for County Road E between Rice Street and Rustic Place.

You have received several letters from others in opposition to this proposal that have clearly identifying the concerns of the citizens:

1. Increased traffic congestion, noise and carbon emissions on Rice Street and Rustic Place. Rice Street is already backed up in the morning and evening traffic. The residents of Rustic Place requested something to stop the heavy traffic in the morning (people trying to avoid Rice Street traffic) so Shoreview placed a highway sign at the north end of the street making it an offense to turn there between 7-9 a.m. It wasn't safe for children to play on Rustic Place before that time.
2. This area has wetlands on one side and Lake Vadnais, the St Paul water supply, on the other. The increase in traffic and people will affect the environmental safety of these area. I'm quite concerned the impact this will have on Lake Vadnais and the wetlands. More people and cars can't be good for this environment.
3. The designated site has Rice Street on one side, Hwy 694 and railroad on another then there's our island of homes. Not an ideal spot for anyone to live there or for us who live in these homes. So sad.

No matter how I look at this, I cannot see any positive points for building the complex in this location. It seems there are other places that would work better such as where Rainbow was located before it closed with more access roads.

Helen J Moreland  
3672 Rustic Place  
Shoreview MN 55126  
[651-483-4180](tel:651-483-4180)

7-25-2015

To Whom It May Concern,

We have reviewed the proposed apartment complex for Rustic place. We believe that for this development to proceed would be a grievous error and should not be allowed to go forward.

First, we do not believe that this will result in a "luxury" apartment building. There is not much luxury in overlooking a gas station and one of the busiest stretches of interstate in the area. What it would result in is unknown, but it would clearly become a distressed property early on.

This would be a "car only" development. There are no useable sidewalks near the property that lead to any local parks, amenities or businesses. Transit in the area is limited to occasional bus service. 100% of the increase in traffic would be automotive.

The elimination of the retail space would eliminate all the retail space available for the residents of the adjoining neighborhoods, as well as a needed buffer between the highway and the residential area. We frequent businesses in the mall, on a regular basis.

This is a small neighborhood because that is what the space available allows, it is fragile. Please do not damage it beyond repair with this project.

Dennis and Denise Hamilton

3633 Rustic Place

Shoreview, MN

651 763 2592

**In response to the public notice for a proposed development of 157 County Road E:**

First off, my wife and I are home OWNERS, and city Tax payers. We purchased this home 9 years ago, because this neighborhood is unique. Large lots, isolated area, mature trees, close knit neighborhood. We have lived in our home and taken the time to update our home, its value and consequently the taxable value of our home. We have kids; it's a fantastic neighborhood to have kids. The idea of adding a 4-5 story building with 100 apartments plus a restaurant at the end of the neighborhood is absolutely incredulous and does not fit in the current and extra-ordinarily unique neighborhood with a "country in the city" feel.

In case you're not aware of this, the traffic at rush hour is horrific. The interchange at County Road E and Rice Street is the absolute worst. Now you want to add into this a restaurant plus 100 unit apartments? At minimum this is 200 additional people, but realistically, the number will be much higher. This is not a wise decision. The traffic increase will be downright dangerous. People will drive through our neighborhood to get around the Rice Street congestion, and they will speed. Our children will not be safe. This can not be prevented just with appropriate road signs. We should NOT allow that many people to take residence in this area. Unless you're willing to put speed bumps in every 100 feet, you will be creating a very dangerous situation.

The neighborhood is currently a safe place for our children, including those with special needs as well as adult residents of the neighborhood group homes, to ride their bikes, walk and play. Please drive through the neighborhood on a sunny day in the afternoon and evening. Please count how many children are riding bikes, running around playing and having fun. Look how many adults are out walking, running and enjoying the neighborhood. If you approve this development you will see how dangerous it will become by adding the increased traffic. It will no longer be safe for our children to play and for families to walk through their own neighborhood, not to mention the potential for increased theft and/or other violating acts to neighboring properties.

As a home owner, I see this as a threat to the value of my home. The increased traffic is not going to do anything but bring my home value down, that also means the city taxable value will decrease. Adding rental properties into the neighborhood will also decrease the value of my home.

What are the extra costs to get this done? You will have to redesign the entire intersection of Rice and County Road E, there is no way it can handle its current load of use much less the addition of new traffic as a result of the apartment and restaurant. It just can't. What is the solution to issue? And how much will this development cost the city and its tax payers? What about recreation for 100 new families?

This development is not a good pro-Shoreview plan. Our neighborhood will no longer be the safe haven and beautifully unique neighborhood that it is and is intended to remain. Please do not approve this development plan so that we can retain the integrity and uniqueness of our neighborhood and the City of Shoreview.



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Elevage Development Group LLC**

1 message

**KELLY KASEL** <kaselkm0@msn.com>

Mon, Jul 27, 2015 at 4:05 PM

To: "kcastle@shoreviewmn.gov" &lt;kcastle@shoreviewmn.gov&gt;

This letter is in regards to the Elevage Development Group, LLC  
157 County Road E, 185 County Road E, Rice Street and 3500 Rustic Place  
File No. 2584-15-27

## Comments:

We are completely opposed to the Planned Unit Development. When we purchased our house 10 years ago the reason we bought in this neighborhood was for the large lots and quite neighborhood. The existing proposal would greatly change the quietness and also take away 3 residentially zoned houses. The proposed apartment building plan is entirely too large and does not fit within the character of this neighborhood.

The traffic will be more congested than it already is at high volume. This creates a safety concern for our children when they are biking or walking to the neighbor's houses to play. As the backed up traffic gets impatient they utilize Rustic Place as a "short cut" and the vehicles travel way to fast to try to get ahead. Not to mention height of the building towering above the residential neighbors behind it. The added volume of people will most certainly bring in additional crime. Criminals will take advantage of crimes of opportunity due to an easy escape route with the highway easily accessible.

To reiterate, our family absolutely opposes this development!

Kelly Kasel

Mark Kaspszak

3628 Rustic Place

Shoreview, MN 55126



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Elevage proposal for Rice Street/Cty Rd E**

1 message

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**Jon Blilie** <jblilie@casadearte.net>

Tue, Jul 28, 2015 at 3:46 PM

To: kcastle@shoreviewmn.gov

Hello Kathleen,

Hopefully there is still time to add my feedback to the others which I know you have received.

I have many concerns, most of which will be well stated in other's comments. The concern I will highlight is that of safety. As a cyclist who bikes to downtown Minneapolis for work, I can say without a doubt that Rice street from Gramsey to South of N. Owasso Blvd and the stretch of N. Owasso Blvd. from the hill leading up to Rice Street is already the busiest and least safe part of my entire ride. I have had several near misses.

All cyclists know that this is a very unsafe part of Shoreview and try and avoid it or take the shortest possible route through. I can't even imagine how much worse the traffic will be and how much more of a gamble on my safety I will need to take to try to make it through this area if this apartment complex is allowed to go through.

Thanks for including my comments.

Jon Blilie

3620 Rustic Place



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**comments on E. PLANNED UNIT DEVELOPMENT-CONCEPT REVIEW\*\***

1 message

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**Diane Larson** <dlblarson@gmail.com>

Tue, Jul 28, 2015 at 3:26 PM

To: kcastle@shoreviewmn.gov

I have a few concerns with this planned redevelopment. We so often seem to lose our small locally important commercial areas to redevelopment. These are precisely the locations of the small, independent businesses that are touted as so important to our economy. Invariably, they are replaced with chains and franchises, so that every neighborhood looks like every other.

This is especially concerning with the Rice St. project. Pet Junction is unique in that it has both training facilities with an exceptional group of trainers and a knowledgeable staff who can be trusted to provide quality pet foods and to keep up with the various pet food recalls. Finding suitable space for these activities elsewhere in Shoreview would be extremely challenging, I suspect.

My question for the Planning Commission is: Is there not a way to make it economically feasible for the property owners in these situations to continue to house such unique, independent businesses? Undoubtedly the owners are motivated to sell and/or redevelop by the increased revenue such changes could bring. There are mechanisms to bring in new businesses. What are the mechanisms to help keep existing ones? And can they be brought to bear on this property?

Thank you.

Diane Larson

869 Cobb Rd, Shoreview, MN