

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
APRIL 16, 2012
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

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

COUNCIL COMMENTS

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

1. March 12, 2012 City Council Workshop Meeting Minutes
2. April 2, 2012 City Council Meeting Minutes
3. Monthly Reports
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation
4. Verified Claims
5. Purchases

6. Acceptance of Donations for Safety Camp
7. Approval of Final 2011 Inter-fund Transfers and Loans
8. Resolution Authorizing the Execution of a HUD Amendment to Regulatory Agreement, a Consent to Assignment of Tax Increment Financing and an Amended and Restated Master Subordination Agreement and Estoppel Certificate for Lexington Shores (Sherman & Associates)
9. Resolution Calling for Public Hearing for Proposed Modification to Municipal Development District No. 2, Establishment of Tax Increment Financing District No. 8 and Proposed Adoption of TIF Financing Plan for Midland Plaza Redevelopment (Lakeview Terrace Apartments)
10. Resolution Supporting MnPass Improvement Project on I-35W
11. Resolution Supporting Lexington Avenue Corridor Improvements from I-694 to County Road F
12. Award of Long-term Disability Insurance

PUBLIC HEARING

GENERAL BUSINESS

13. Authorize Construction Agreement with CP Rail for Victoria Street Railroad Crossing
14. Authorization to Hire Park Planning Consultant for Bucher Park Renovation

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
CITY COUNCIL WORKSHOP MEETING
March 12, 2012**

Attending:

Council: Mayor Sandy Martin, Councilmembers Terry Quigley and Ady Wickstrom

Staff: City Manager Terry Schwerm
Assistant City Manager/Community Development Director Tom Simonson
City Planner Kathleen Nordine

Planning Commission: Curt Proud
Gerry Wenner
Pat Schumer
Steve Solomonson
Deb Ferrington
Elizabeth Thompson

Economic Development Commission/
Economic Development Authority: Jim Gardner
Josh Wing
Gene Marsh
Jonathon Weinhagen
Dave Kroona
Emy Johnson

Environmental Quality Committee: Tim Pratt

The following individuals were also present: Caren Dewar, ULI
Dennis Welsh, ULI
Gordon Hughes, ULI
Cindy McCleary, Leo A Daly
Mark Ruff, Ehlers
James Lehnhoff, Aeon

Mayor Martin called the March 12, 2012 City Council workshop meeting to order at 7:00 p.m.

The City Council held a joint workshop meeting with the Planning Commission, Economic Development Commission, and Economic Development Authority members for a work session entitled "Navigating the New Normal" put on by the Urban Land

Institute. Gordon Hughes from ULI served as the moderator for the session. Presentations were made by Dennis Welsh – demographics of Shoreview; James Lehnhoff – residential housing markets; Cindy McCleary – commercial/industrial development; and Mark Ruff – public financing.

The meeting adjourned at 8:35 pm.

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
April 2, 2012**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on April 2, 2012.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

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

Councilmember Huffman was absent.

APPROVAL OF AGENDA

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to approve the April 2, 2012 agenda as submitted.

VOTE: Ayes - 4 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

Representatives from the Edmond Ollhoff Veterans of the Foreign Wars with the Ladies Auxiliary were present.

Mr. John Twohig, Past Commander introduced his wife Ruthanne, past President of the Ladies Auxiliary. Beginning in 1989, veterans met in the old Council Chambers and formed the Edmond Ollhoff VFW Post 2609. Beginning in 1991, the VFW Post has met at the Community Center. The Post has now been consolidated with the VFW Post in New Brighton and will no longer be meeting in Shoreview.

Mrs. Twohig stated that the new Post will be named Brooker Edmond, for Coach Brooker at Mounds View High School and Paul Edmond who died in Vietnam. She stated that they would like to still be part of the parade and color guard and will continue to operate the safety camp. She thanked Mayor Martin, Council and staff for all the support they have received over the years.

Mr. and Mrs. Twohig presented Mayor Martin a plaque of appreciation.

Mayor Martin expressed her appreciation and assured them that Shoreview will call them to continue to participate in City events.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Councilmember Withhart:

The Sister City Organization will hold its Annual Dinner at Gasthaus Bavarian Hunter in Stillwater on Saturday, April 14, 2012. The guest speaker is the honorary consul from Germany who will speak on Germany and the European Economy, the Way Forward.

Councilmember Quigley:

Shoreview Senior Living recently sent out a mailer to many residents regarding the senior housing project that is currently under construction. They are taking reservations and anticipate opening early in 2013.

Councilmember Wickstrom:

The final Environmental Quality Committee speaker series will be held on April 18, 2012, at 7:00 p.m. in the Council Chambers. John Doan, Metropolitan Council Member will be speaking on "The Future of Public Transit in Shoreview."

Mayor Martin:

The Shoreview Northern Lights Variety Band will hold its Spring Concert at Bethel Great Hall at Bethel University on April 21, 2012. It is a remarkable event and all are urged to attend. Tickets are available at City Hall.

The City is sponsoring a seminar on Emerald Ash Borer at 6:30 p.m. on April 10, 2012. A representative from the Department of Agriculture will speak. It is free and open to the public. Residents are encouraged to attend to get the latest information available.

CONSENT AGENDA

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to approve the Consent Agenda for April 2, 2012, and all relevant resolutions for all item Nos. 1 through 9:

1. March 19, 2012 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes
 - Planning Commission, February 28, 2012
 - Public Safety Committee, March 15, 2012
3. Verified Claims in the Amount of \$842,143.80
4. Purchases
5. License Applications
6. Conditional Use Permit - 5155 Hodgson Road, David Nelson and Claire Imsland
7. Authorize Replacement Purchase of Dump/Plow Truck
8. Award of Quote - Audio Visual Replacement, Shoreview Room
9. Authorize Replacement Purchase of Field/Ball Cart

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

PUBLIC HEARINGS

There were none.

GENERAL BUSINESS

APPROVAL OF REVISIONS TO NEW CITY VOTING PRECINCTS

Presentation by Asst. Manager/Community Development Director Tom Simonson

Election districts have been redrawn as a result of the completion of the decennial U. S. Census. Changes to legislative district boundaries require that the City revise local precincts by April 3, 2012.

Changes in Shoreview will be one Senate District instead of three; two House Districts instead of three. All of Shoreview will be in the new Senate District 42. The City will be divided into House Districts 42A and 42B.

The new precinct plan was approved at the last Council meeting, but the Secretary of State has notified the City that using the boundary line of the Mounds View and Roseville School District lines is not consistent with State election district law. Borders must follow visible and clearly recognizable physical features. The Secretary of State has recommended combining Precincts 1 and 2. Two separate voting locations would still be maintained. This means that current Precincts 1 and 2 would become Precincts 1A and 1B determined by the school district boundary.

Councilmember Wickstrom suggested changing the name of Precincts 1A and 1B to Precincts 1N and 1S, which would mean north and south and be clearer. Mr. Simonson stated that the 1A and 1B designations are from Ramsey County and the Secretary of State. The City has requested that Ramsey County provide citywide notification not only of changes in polling locations but also of the changes in precinct numbers.

It was the consensus of the Council to change the name of Precincts 1A and 1B to Precincts 1N and 1S, if allowed by the State.

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to adopt Resolution No. 12-25, rescinding Resolution 12-15, approving re-established and revised city election precincts as necessitated by the legislative redistricting plan and if possible, a preference to name the two voting locations in Precinct 1, Precincts 1N and 1S; otherwise, to name them Precincts 1A and 1B.

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

APPROVAL OF PLANS AND SPECIFICATIONS - FLORAL/COUNTY ROAD F/DEMAR RECONSTRUCTION, CP 12-01

Presentation by City Engineer Tom Wesolowski

Concerns raised at the public hearing on March 19th focused on a proposed cul-de-sac at County Road F and Highway 49 because that would increase traffic on Demar and Virginia. There were also concerns about drainage issues at the intersection of Highway 49 and Virginia, which would make it a poor access to Highway 49 and further increase traffic on Demar. There was also discussion about the addition of street lights on County Road F.

Staff contacted Ramsey County regarding the cul-de-sac. A letter was received from Mr. Jim Tolaas, County Engineer, recommending the west side of County Road F be closed and realignment of the east side. Further, he stated that the east side has a much higher traffic volume, and realignment will provide significant improvements. There is no practical way to realign the west side without creating an offset intersection with the realigned east side. The City has received positive input on this plan from residents since the public hearing.

In further study of traffic in the area, staff estimates that approximately 200 trips per day would be redistributed to Demar or Virginia, if there is a cul-de-sac on County Road F over a 12-hour period. This would be local neighborhood traffic. Such traffic volumes would be well within the standards for typical residential streets in Shoreview. Staff has observed traffic on Virginia Avenue during peak AM and PM times. It was found that the majority of cars were able to make a turn without waiting. For cars that had to wait at the intersection, the wait times were less than 25 seconds, which is not excessive. The drainage issue on Virginia will be addressed with the Highway 49 project.

Staff sent a survey to all residents regarding street lights--eight support more lights and four do not. One street light would be placed near the entrance of a walking path and

the second will be in the cul-de-sac. These locations are supported by a majority of residents.

Staff is recommending approval of the plans and specifications with the cul-de-sac and street lights as proposed.

Mayor Martin asked about the accident history of County Road F and Highway 49. Mr. Wesolowski stated that there have been 11 accidents in the last four years at the intersection of the east leg of County Road F with Highway 49. Five were with cars trying to cross Highway 49 to go from one portion of County Road F to the other. There has been one accident on Virginia in the same time period.

Councilmember Wickstrom noted that the street light proposed at the trail head is very near another street light proposed at the intersection of County Road F and Virginia Avenue. She suggested moving the street light at the intersection across the street so it would be near enough to the trail head to cover that area as well. Then the street light right at the trail head could be eliminated. Mr. Wesolowski agreed that could be considered.

Councilmember Withhart reported receiving a phone call from a resident suggesting that both legs of County Road F be made right-in-right-out only turns with a median on Highway 49. Mr. Wesolowski responded that the County supports the realignment of the east leg to tie into Highway 49 at a right angle. That idea would have to be discussed with the County. Mr. Maloney stated that the County sees the east portion of County Road F as having a regional function. Limited access would be an argument for it to become a local road.

Mayor Martin noted receipt of a petition and additional correspondence from residents in this area. She opened the meeting to further public discussion.

Mr. Dan Collins, 244 W. County Road F, stated that he is employed by the Minnesota Department of Transportation with a focus on bike transportation. He is one of the few who has witnessed the traffic in the intersection for 25 years, not only the accidents but the near misses. He supports the cul-de-sac, but it does not address the issue of those trying to cross Highway 49 to access the trail system. He suggested a median or safety island that would be wide enough for pedestrians and bikers to stop after getting half way across, rather than having to watch two directions of traffic in multiple lanes. It is a difficult corner and needs attention. If the City owns the west side, consideration might be given to realigning it to a right angle, as traffic approaches that intersection very inconsistently, as it is an easy turn at 45 mph. On the other hand, with a cul-de-sac, County Road F would become a very desirable street; and the trail would be extended another block.

Mr. Schwerm noted that if there would be a median at that location, it would be short because traffic that currently turns left on County Road F would need to get into the center turn lane at Demar only a short distance away.

Mr. Dolen urged consideration of Councilmember's Withhart's suggestion. There are many residents who have very strong feelings about a cul-de-sac. What residents experience is not what was reported from the recent traffic study and observation. A right-turn-in/right-turn-out would be great. He has talked to a firefighter and was informed that a cul-de-sac would delay response time to this neighborhood, from 30 to 60 seconds. Residents agree that crossing Highway 49 is dangerous; coming from the east side of County Road F is dangerous, but many do not support the proposed design to address the problems, which will redirect traffic to Demar. There is confusion going from the south part of Virginia to the north part. The suggestion from Councilmember Withhart would be supported by the neighborhood.

Councilmember Withhart stated that after listening to the County report, the City is charged with making the intersections as safe as possible, even though traffic would be redirected and it would be inconvenient. He lives on Demar and has been using the Virginia intersection at rush hour in the morning during the past couple of weeks with no problems. The cul-de-sac will be a safer option. It will not be known if there will be a median in this location until the County project in two years.

Mr. Berg, 259 County Road F, expressed his appreciation for Mr. Collins' comments. There are a fair number of people who cross Highway 49 to access the trails and parks in the Sucker Creek area. The cul-de-sac will not make pedestrian or bike crossing safer. He would like to see a safety island for those people.

Councilmember Withhart suggested a discussion with residents on the west side of County Road F to rename the road, if there is a cul-de-sac, as it is no longer a county road.

Mayor Martin stated that at the informational meetings residents supported the cul-de-sac design. Rarely do residents not want a cul-de-sac. She believes that if County Road F is made a cul-de-sac, most residents will use Demar because it is closer and more direct. The City works hard to be proactive and coordinate future road plans with Ramsey County, which are not always the City's preference. One option would be to leave County Road F as it is and consider a right-in-right-out access. However, she believes the maximum safety will be achieved with a cul-de-sac, even though it will be inconvenient. It may be an unpopular decision, but she believes that is the best decision for the community.

Councilmember Withhart noted some complained about not receiving notice. There was an official notice published in the newspaper. Individual notices were sent to the residents who are directly affected and pay for the improvement. That is standard City practice.

Councilmember Wickstrom stated that she does not want to change the plan and then have Ramsey County say it has to be redone at a later time. The Council needs to listen to the expertise of City engineering staff and the County recommendations.

Additional input from Ramsey County would be needed to realign the west portion of County Road F to understand long-term safety impacts. Although inconvenient to use Demar, it will be a safer intersection. She would support the cul-de-sac and would like consideration of a berm or tree plantings to indicate the cul-de-sac.

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to adopt Resolution No.12-22 approving plans and specifications for the Floral, County F, Demar Road Reconstruction, City Project 12-01, and ordering the taking of bids on Wednesday, May 9, 2012 at 10:00 a.m. at the Shoreview City Hall.

Discussion:

Councilmember Quigley stated that all sides have been well represented. He used to live on Virginia and has lived on a cul-de-sac. The big issue for him is safety. The Fire Department always reviews street plans well in advance. If there were concerns about safety, the Council would have been advised. There are difficult issues, but he agrees with the basic design presented. Bikers can use Gramsie, just a few moments from this neighborhood. On Gramsie, they will have a light to get across Highway 49 and access trails and parks.

Mayor Martin stated that she wants this project to also include consideration of bike and pedestrian traffic safety.

Councilmember Withhart requested that the Bikeways and Trails Committee review this plan and consider how bike and pedestrian traffic might be redirected away from County Road F. He further noted that a number of homeowners in this neighborhood have roots in their sewer lines. He would like to see the City work with homeowners to reline service pipes to homes. Mr. Wesolowski stated that many of the roots are at the connection with the City line. The City line will be replaced and homeowners will be advised if there are roots in the service line to the home.

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

RESOLUTION RATIFYING THE DISSOLUTION OF THE GRASS LAKE WATER MANAGEMENT ORGANIZATION AND PETITIONING OF WATER AND SOIL RESOURCES FOR A CHANGE OF WATERSHED BOUNDARY

Presentation by Public Works Director Mark Maloney

This is a culmination of a long process of review of the Joint Powers Agreement with the City of Roseville that establishes the Grass Lake Water Management Organization (GLWMO). The Council is requested to approve dissolution of GLWMO and petition the Board of Water and Soil Resources for a watershed district boundary change.

GLWMO was created in 1983. It consists of 9 square miles and is the second smallest watershed district in the State of Minnesota. The original model for the organization was to be a transparent extension of local government. Since 1983, that model has become difficult to sustain with the Wetland Conservation Act and other legislation.

Under state mandate, GLWMO is required to update its water management plan. During that process, it was discovered that the Joint Powers Agreement had to be updated to create fiscal autonomy for GLWMO. This is a problem, as most of the funding for GLWMO came from the two cities. One problem is the inequity created in that City utility charges help fund GLWMO, even if residents do not live within GLWMO boundaries. The two cities recognized that technical expertise would be available from other watershed districts that are funded separately from the City.

Both city councils of Shoreview and Roseville have petitioned for the dissolution of GLWMO. The GLWMO Board voted to dissolve on March 22, 2012. Roseville voted to ratify the dissolution and petition for boundary change at its March 26, 2012 council meeting. Once the petition for dissolution has been ratified by both cities, the Board of Water and Soil Resources (BWSR) will hold public hearings, giving a 30-day notice. It is anticipated that the new jurisdiction within Ramsey/Washington Watershed District (RWWD) will be voted on at the BWSR Board meeting in June for the new boundaries to be in effect by June 30, 2012. This would insure that the new boundaries would be included in 2013 tax levy for Ramsey-Washington Metro Watershed District. After action by the BWSR Board, the new boundaries will be certified to the State Auditor.

Mayor Martin noted receipt of a letter from Mr. Len Ferrington who served on the GLWMO Board for a number of years. In regard to his concerns, she asked how Shoreview's needs will be met within the new structure and treated fairly. Mr. Maloney responded that there will be a process of integrating GLWMO's strategies and goals into the plan of Ramsey/Washington Metro Watershed District, who will have taxing authority over the properties within the boundaries. He believes that Shoreview will be well served with water resources available with the RWWD.

Councilmember Withhart stated that as a new member of the GLWMO Board, he is impressed with the expertise and educational tools available that the City has not had in the past. He further noted that both the City of Roseville and the GLWMO Board recommended a petition for boundaries within the Ramsey/Washington Metro Watershed District and not VLAWMO because of the multiple jurisdictions involved.

Mr. Schwerm stated that the work that has been done by GLWMO over the last year or more to update their work plan will be used by RWWD to incorporate into their own plan. Mr. Maloney noted that the GLWMO plan was not completed and so would not be appended to the Ramsey/Washington plan, but the work done will be used to develop strategies within the Ramsey/Washington plan. The funding cycle ends June 30th. It is important to have this boundary process completed by then to be included in the new funding cycle.

Councilmember Wickstrom stated that her preference would have been for GLWMO to become part of VLAWMO, but she has learned that RWWD has done excellent and innovative work and will be a good fit for the City.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to adopt Resolution 12-26 Ratifying the Dissolution of the Grass Lake Water Management Organization and Petitioning the Board of Water and Soil Resources for a Change of Watershed Boundary.

Discussion:

Mayor Martin expressed her appreciation to all of the members who have worked on the GLWMO Board over the years. They have done a good job and have worked very hard on complex tasks to benefit Shoreview lakes.

Councilmember Quigley suggested some formal recognition for all of the work GLWMO Board members have done.

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

Councilmember Withhart noted receipt of an email from a resident expressing concerns about noise from a concrete street. He requested a discussion of this issue at an upcoming workshop.

ADJOURNMENT

MOTION: by Councilmember Withhart to adjourn the meeting at 8:35 p.m.

VOTE: Ayes - 4 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE __ DAY OF _____
2012.

Terry C. Schwerm
City Manager

Memorandum

To: Mayor and City Council Members
City Manager

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: April 13, 2012

Re: Monthly Reports – Administration Department
– Community Development Department

Development Project Updates

Red Fox Road Retail. Construction work continues on the phase one retail center project along Red Fox Road near Lexington Avenue just north of the Super Target. The 6-acre development site has been cleared and major grading completed. Work on utilities and the footings is underway for the retail center building.

The developer DPS-Shoreview, LLC (Stonehenge USA) anticipates the retail center to be completed by this summer. The project will include Chipotle and Leeann Chin restaurants and a Sport Clips hair establishment. Two other tenants have been secured to fill out the center but have not been publicly announced. The developer also reports that they continue to negotiate with a preferred anchor tenant for the phase two building pad for a specialty market.

Shoreview Senior Living. Contractors for the developer of the Shoreview Senior Living housing are making good progress on the building construction for the mixed-care senior housing project. The building will total 105 units, with 30 independent care units, 43 assisted living units, and 32 memory care units. Framing work has begun with trusses for the two-story section to be installed by the end of this month. The project is expected to take a little over a year to complete with an opening of the senior housing facility in April 2013. Marketing of the facility has begun and the developer indicates there has been strong interest from the community and surrounding area.

Midland Plaza Redevelopment/Midland Terrace Apartments. The concept plan was presented to both the Planning Commission and City Council for public comment on the proposed redevelopment of the Midland Plaza strip center for the construction of a new luxury apartment building in the Midland Terrace Apartments complex. The developer recently submitted the planned unit development stage application for formal review at a public hearing in front of the Planning Commission on April 24th. The developer has revised the site and building plans based on comments received during concept review, increasing building setback from Victoria Street and modifying the building design. These changes have reduced the number of proposed units from the original 120 apartments to 104 apartments but has maintained the six-story height. Below is an architectural rendering showing the revised

building design for the proposed Lakeview Terrace Apartments design that has been submitted for consideration:

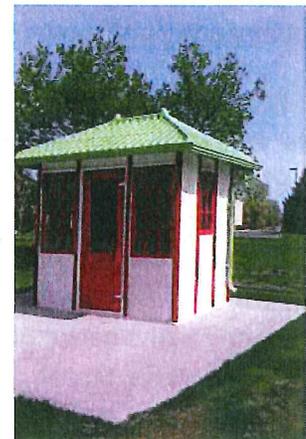


The redevelopment project will also include the proposed creation of a new tax increment financing district to serve as the primary funding source for the public improvements and other eligible development costs to benefit the project. The developer has submitted a formal application request to start the tax increment financing review process that will go on a concurrent track with the development review. The majority of the costs for the public infrastructure improvements will be reimbursed through the tax increment generated from the new apartment building, with additional financial support provided to the developer for eligible expenses once the public costs have been repaid. The goal is to have both the financing and development components completed by the end of June so the City can move forward with the Owasso Street realignment project at Victoria Street and County Road E.

The tentative schedule calls for the public road improvements to be undertaken in summer of this year with the majority of the street realignment completed by late fall 2012. The private construction of the new apartment building would begin in spring 2013 and be completed by spring of 2014.

Guerin Gas Station Restoration

The completely restored Guerin Gas Station has been installed at its new permanent location on the grounds of the Historic Lepak/Larson Farmhouse on County Road I and Lepak Court. Staff is finalizing the display with identification and interpretive signage. The Shoreview Historical Society is also exploring potential artifacts for the structure. To the right is a photo showing the historic gas station building on the concrete pad between the Lepak/Larson Farmhouse and Fire Station No. 3.



Housing and Code Enforcement Activity

Rental Housing Licensing. To date a record 430 General Dwelling Unit (GDU) licenses and all seven Multi-Family Dwelling Unit (MFU) licenses have been issued. New GDU license applications are expected throughout the year as properties are converted and the owners apply for licenses.

The City has seen a significant rise in the number of licensed rental properties since the program was initiated in 2003, more than doubling from 2004 to 2012, as shown in the following table:

Year	2004	2005	2006	2007	2008	2009	2010	2011	2012
Number of Rental Licenses Issued	176	194	199	206	258	282	315	397	430

The 2012 inspections have commenced, with a total of about 250 GDU and 420 MFU units scheduled for inspection during this year. So far, 407 MFU inspections have been conducted and the remaining 13 are scheduled at a MFU complex next month. So far 22 GDU inspections have been completed. Overall, staff found that the MFU management were very well prepared for our inspections and with timely follow-up with repairs. There are still two follow-up inspections for the MFU inspections that need to be conducted for units that required more significant repairs. The GDU inspections are geographically scheduled by neighborhood, conducted every other week starting in mid-March.

In addition, a citation was issued to a rental property owner for failure to keep their utility bill (water/sewer) current per the city's rental license requirements. Staff remains active in identifying rental properties that have not been licensed. Using the most recent Census, Ramsey County and City Utility billing data – the City has identified a number of properties that are potentially renter occupied though no license has been issued. Information regarding the City's rental license program is being mailed to these property owners.

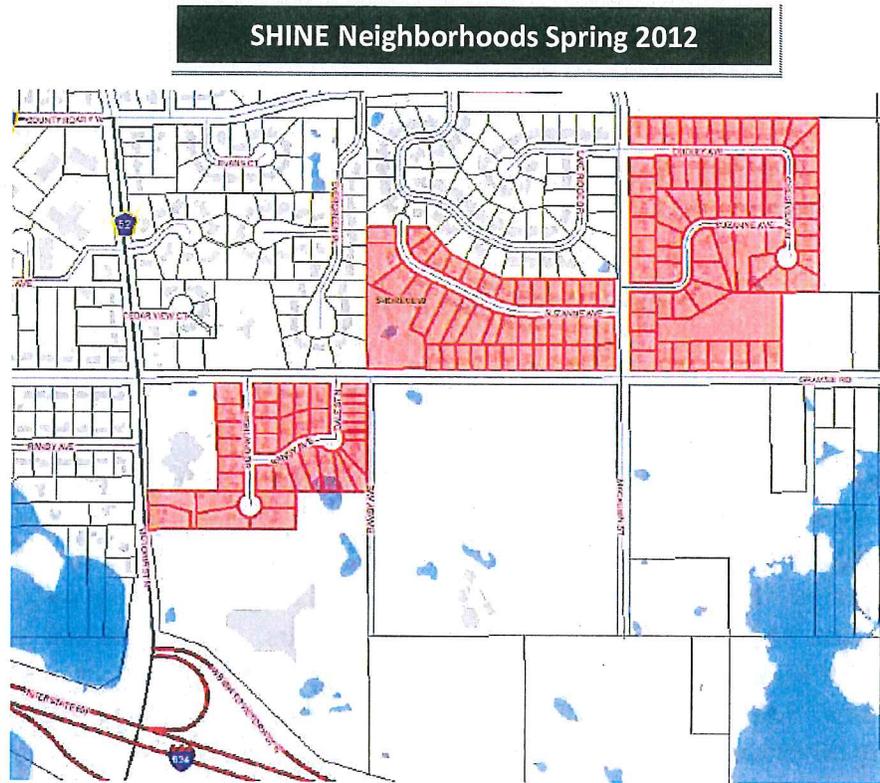
Code Enforcement. There have been 29 new code enforcement cases opened this past month. The following table summarizes the code enforcement activity this past year and this year to date:

Year	Total Cases	Cases Open	Cases Closed
2011	200	22	178
2012	49	27	22

Three citations issued in 2011 remain pending. One continuing case involves barking dogs for which a second citation was issued in January. The two others involve outdoor storage/refuse conditions. Three citations have also been issued so far in 2012 for refuse, outside storage and renting without a license.

SHINE Program. The City has selected a few smaller neighborhoods for the Spring SHINE neighborhood inspection program. There are a total of 136 properties in these neighborhoods generally located in the Gramsie Road area between Victoria and Mackubin Streets (see map

below). The SHINE notices will be mailed towards the end of the month and inspections will be conducted after Spring Clean-up Day on May 19th.



Miscellaneous

- The planning staff is preparing for April 24th meeting of the Planning Commission. Lakeview Terrace (Tycon Companies, LLC) has submitted the required applications for the redevelopment of the Midland Plaza site. In addition, a conditional use permit request for limited auto sales at the Shoreview Exxon that was continued from the March meeting will be further reviewed. Work on possible code amendments to temporary business sign regulations also continues and further discussion with the Planning Commission members is expected to occur at this meeting.
- TSI, Inc. was honored this week by the Manufacturers Alliance Association in Minnesota by being awarded "Manufacturer of the Year". Mayor Sandy Martin was invited and attended the event on April 12th to participate in the recognition and presented TSI officials with a proclamation from the City. Attached is a copy of the press release issued by TSI and the proclamation given by the City of Shoreview.
- Cummins Power Generation has been issued a full final inspection and occupancy permit for the major facility renovations to their new global headquarters in the former Medtronic building at Victoria Street and I-694. Cummins expects another 400 employees to move to the facility by the end of May, with upwards of 800 employees locating by mid-2012. City staff continues to work closely with Cummins officials on providing welcoming information packets to employees on Shoreview. City staff has also discussed the potential for holding a

special meeting of the Economic Development Commission at their headquarters later this spring.

- Attached is the monthly report on building permit activity from the Building Official through March, 2012. The City is far out-pacing last year's valuation from the same time period almost doubling to approximately \$15.5 million in construction value. This increased level of activity is largely due to a couple of major commercial remodel projects including interior renovation of the Super Target and upgrades to the 1050 County Road F building by Land O' Lakes. The summary also includes the issuance of the full building permit for Shoreview Senior Living at a value of \$7.5 million. There have also been a much higher number of home remodels/additions so far this year compared to the same time last year.
- Included is the monthly summary from the Housing Resource Center (HRC) showing services provided to Shoreview residents through the month of March. The HRC has provided 10 loans through the Shoreview Home Energy Improvement Loan Program.
- The City received a high number of applications for the new full-time Communications Coordinator position in the Administration Department that was approved in the 2012-2013 budget. The position will be responsible for oversight and managing the City's website, ShoreViews newsletter, cable access channel and programming, and other communications and media for the organization. Two rounds of interviews have been completed with the finalists and it is expected the position will be filled by May.
- The first meeting of the new Shoreview Business Council hosted by the Twin Cities North Chamber of Commerce was held on March 21st at Northwest Youth & Family Services, with the City staff speaking to members of the business community on economic development and business growth in Shoreview. A number of area cities have business councils through the local chamber and discuss topics of interest to the business community. Attached is a brief summary from the Twin Cities North Chamber outlining the purpose and function of the new Shoreview Business Council. The Shoreview Business Council will meet the 3rd Wednesday of each month from 7:30 to 8:30 a.m., with each meeting featuring a special topic and featured guest. The next Shoreview Business Council meeting will be April 18th with representatives from the Minnesota Department of Transportation presenting an update on area road improvements. Registration to the event can be done on-line at <http://www.twincitiesnorth.org/> if you are interested in attending.
- The Shoreview Human Rights Commission is co-sponsoring a Community Dialogue Series on Elder Abuse with the Roseville Human Rights Commission. The first session was held on March 19th and focused on "Why Seniors Get Swindled and How to Shut the Door on Scammers." The second session will be on Monday, April 23rd, and will focus on "Reporting Elder Abuse and Understanding What Happens Next." The first session was attended by 50 persons and more than 75 people have already registered for the second session. The second dialogue is scheduled from 3-5 p.m. in the Shoreview Community Center. Both sessions are free, but reservations are required. Interested persons may contact Assistant to the City Manager Tessia Melvin at [651.490.4613](tel:651.490.4613) or tmelvin@shoreviewmn.gov.

**CITY OF SHOREVIEW
BUILDING INSPECTOR MONTHLY REPORT
COMPARISON OF YEAR 2012 WITH 2011**

	MARCH 2012		TO DATE 2012		MARCH 2011		TO DATE 2011	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS	1	\$250,000	3	\$935,000	1	\$600,000	4	\$1,455,000
TOWNHOMES			0	\$0			0	\$0
ADDITIONS	2	\$17,000	21	\$503,925	1	\$32,000	2	\$42,000
GARAGES			0	\$0			0	\$0
MISCELLANEOUS	28	\$254,628	63	\$825,812	30	\$365,870	66	\$864,176
APARTMENTS	1	\$7,482,000	1	\$7,482,000			0	\$0
OFFICES			0	\$0			0	\$0
RETAIL			1	\$1,310,000			0	\$0
INDUSTRIAL/WAREHOUSE			0	\$0			0	\$0
PUBLIC BUILDINGS			0	\$0			0	\$0
COMMERCIAL ADDITIONS			0	\$0			0	\$0
COMMERCIAL ALTER	4	\$1,576,430	8	\$4,390,430	3	\$6,179,500	5	\$6,193,500
TOTAL	36	\$9,580,058	97	\$15,447,167	35	\$7,177,370	77	\$8,554,676

CC: CITY MANAGER
DIR. COMMUNITY DEV
MAYOR

SHOREVIEW AREA BUSINESS COUNCIL

Basic Function of Area Business Councils

The Twin Cities North Chamber of Commerce created Area Business Councils (ABC's) to provide a channel for local business leaders and government officials to work together on issues specific to their community. ABC's are volunteer organizations comprised of Chamber members who are all located in one of the cities served by the Twin Cities North Chamber of Commerce. These community leaders from business and government meet regularly to network, discuss local issues, and organize special projects and events for the benefit of the communities they serve.

Although the members of an Area Business Council are members of the Twin Cities North Chamber, working on regional collaborative initiatives and programs through their service on the Public Policy Committee, the Economic Advancement Committee, or through other Chamber activities, members of the ABC's also work on programs and initiatives specific to their local community.

Operation of Shoreview Area Business Council

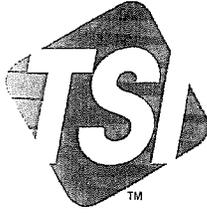
Monthly Meetings: Chamber members and non-member business leaders, community members, and government officials from Shoreview and surrounding areas are invited to attend and network with one another. The meetings provide an opportunity to hear from a featured speaker(s) about issues affecting the Shoreview business community. In addition, Chamber member participants discuss and plan initiatives of interest from a business development perspective.

The meetings will be chaired by a local Chamber member representing a community business. The Chair is appointed by the Chamber President. If a Chair is not available, Chamber staff may chair the meetings.

Government Relations: ABC's enhance the Chamber's continuing initiatives to develop relationships with our elected officials on the local, state and federal levels in order to get their assistance with issues directly effecting businesses in the Shoreview Area Business Council (SABC) Community. The businesses of the SABC work cooperatively with the city of Shoreview, to develop a private/public sector relationship, strengthening the community's economy. The SABC keeps Chamber members and non-members informed about important government issues. SABC members work to include issues important to Shoreview in the Chamber's Public Policy. ABC's encourage business professionals to serve on city commissions and run for elected office.

Economic Advancement: The SABC improves the economic vitality and wealth of Shoreview through the retention and expansion of existing businesses and attraction of new businesses to the community. They assist in researching and gathering facts about what businesses want regarding economic development, redevelopment and the Chamber. ABC's welcome new business development and celebrate existing business success within the community.

Initiatives: The SABC Chamber members may plan and work on programs and initiatives specific to their local community, (ex. tours, community awareness programs, lobbying, forums and educational meetings) while collaborating on initiatives and programs at a regional level through the Public Policy Committee, Economic Advancement Committee and Board of Directors.



TRUST. SCIENCE. INNOVATION.

FOR IMMEDIATE RELEASE

TSI Incorporated Receives 2012 'Manufacturer of the Year' Award from the Manufacturers Alliance Association

Annual Honor Recognizes Companies for Excellence in Manufacturing and Willingness to Share Knowledge and Experiences with Fellow Manufacturers

Shoreview, MN- TSI Incorporated, an industry leader in the design and production of precision measurement tools, was recently awarded the prestigious "Manufacturer of the Year" award in the medium size company category for 2012 by the Manufacturer's Alliance Association in Minnesota. The award was conferred to TSI for performance in a number of areas and in particular, because of TSI's demonstrated openness in sharing their experiences and information in an effort to support fellow manufacturers.

"TSI is honored to receive this award and be acclaimed as Manufacturer of the Year by the Manufacturers Alliance Association of Minnesota," said Tom Kennedy, president of TSI Incorporated. "This award reflects TSI's ongoing commitment to excellence in manufacturing, the incomparable leadership in TSI's Manufacturing and Operations functions, and the efforts of all employees in these critical areas. By identifying problem areas and implementing solutions suited to TSI's complex manufacturing environment, TSI is able to achieve a higher level of business performance overall; and we are pleased to share such experiences with other companies in order to strengthen the local manufacturing community."

The Manufacturer of the Year Award will be presented to TSI on April 12, 2012 by Sandy Martin, mayor of Shoreview, Minnesota during the annual awards ceremony at Wooddale Church, Eden Prairie, Minnesota.

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About TSI Incorporated

TSI Incorporated serves a global market by investigating, identifying and solving measurement problems. As an industry leader in the design and production of precision instruments, TSI partners with research institutions and customers around the world to set the standard for measurements relating to aerosol science, air flow, health and safety, indoor air quality, fluid dynamics and biohazard detection. With headquarters based in the U.S. and field offices throughout Europe and Asia, TSI has established a worldwide presence in the markets we serve. Every day, our dedicated employees turn research into reality. To learn more about TSI Incorporated and its advanced portfolio of products, visit the company's website at www.tsi.com

About Manufacturers Alliance Association

For over twenty years, the Manufacturers Alliance (MA) association in Minnesota has provided local manufacturers with practical peer-to-peer education, training, networking and resources. Since its inception, the Alliance has enrolled entire companies, versus individuals, so that it can affect the whole enterprise. The unique approach draws primarily from peer-to-peer experiential learning, that is, manufacturers helping each other in non-proprietary ways to improve universal processes. The Manufacturers Alliance annual Manufacturer of the Year awards ceremony brings local manufacturers together to celebrate and to recognize companies that share information and experiences to strengthen the Minnesota manufacturing community. For more information on the Manufacturers Alliance Association, visit the associations website at www.mfrall.com.



City of Shoreview

Proclamation

WHEREAS, TSI, Inc. is being honored by the Manufacturers Alliance as the Manufacturer of the Year; and,

WHEREAS, TSI, Inc. is widely recognized as an industry leader in the high quality design and production of precision instruments competing successfully in markets throughout the world; and

WHEREAS, TSI, Inc. demonstrates all the great attributes of a model for positive corporate citizenship in their efforts to support their industry and their community; and

WHEREAS, TSI, Inc. has grown into a global success over the past half century in Shoreview, Minnesota and continues to represent the city throughout the world with great accomplishment and professionalism; and

WHEREAS, the City of Shoreview and TSI, Inc. have long shared a close partnership over the years that has enabled their continued expansion and growth providing highly skilled jobs and active workforce in our community; and

WHEREAS, the City of Shoreview is honored to have TSI, Inc. call our community home and greatly appreciates all of the wonderful contributions the company makes to the quality of life we enjoy in Shoreview.

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Sandra C. Martin, on behalf of the Shoreview City Council and citizens of Shoreview, extend congratulations to TSI, Inc. on their well-deserved honor of being named Manufacturer of the Year by the Manufacturers Alliance Association of Minnesota on this day, April 12th, 2012.

CITY SEAL

Honorable Sandra C. Martin
Mayor, City of Shoreview

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

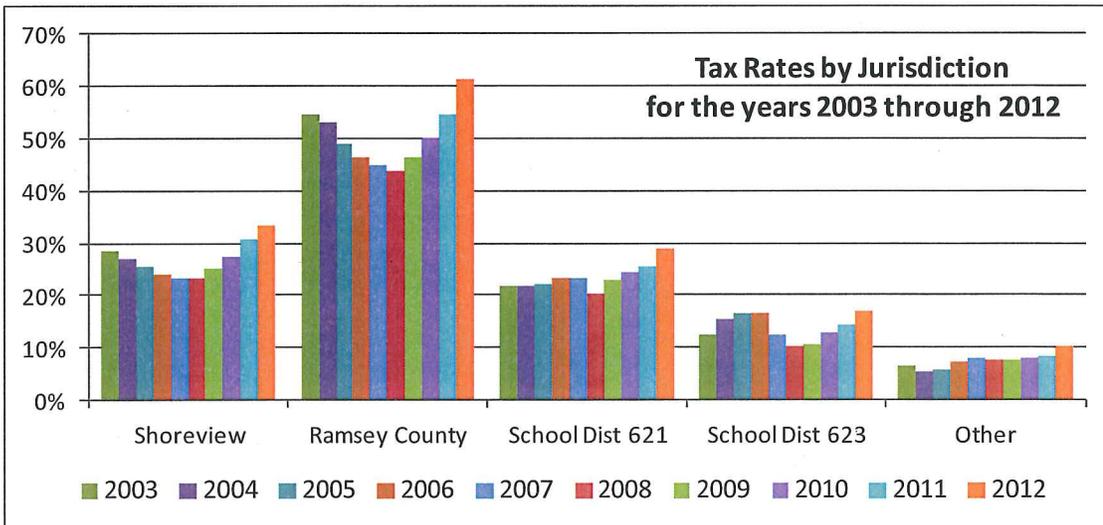
DATE: April 11, 2012

RE: Monthly Finance Report

FINAL 2011 TAX INFORMATION

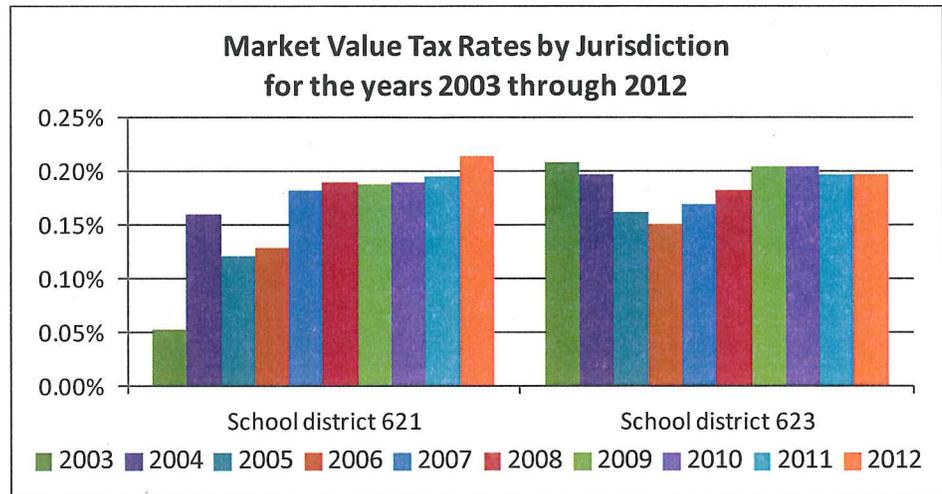
The table and graph below provide a 10-year comparison of tax rates applicable to Shoreview, including recently released rates for 2012. When comparing tax rates between years it is important to note that State Market Value Homestead Credits were in place during 2003 through 2011, Limited Market Value was in place during 2003 through 2009, and Homestead Market Value Exclusion is in place for 2012.

Jurisdiction	Payable 2003	Payable 2004	Payable 2005	Payable 2006	Payable 2007	Payable 2008	Payable 2009	Payable 2010	Payable 2011	Payable 2012
Tax Rates:										
City of Shoreview	28.753%	27.067%	25.445%	23.974%	23.299%	23.532%	25.129%	27.569%	30.671%	33.252%
Ramsey County	54.603%	53.135%	49.210%	46.623%	44.943%	44.023%	46.546%	50.248%	54.678%	61.317%
School district 621	21.984%	21.843%	22.112%	23.419%	23.264%	20.380%	22.937%	24.560%	25.573%	29.044%
School district 623	12.486%	15.431%	16.713%	16.664%	12.372%	10.175%	10.624%	13.065%	14.566%	17.065%
* Other	6.657%	5.532%	5.857%	7.327%	7.946%	7.592%	7.637%	8.122%	8.553%	10.209%
Total Tax Rate (621 schools)	111.997%	107.577%	102.624%	101.343%	99.452%	95.527%	102.249%	110.499%	119.475%	133.822%
Total Tax Rate (623 schools)	102.499%	101.165%	97.225%	94.588%	88.560%	85.322%	89.936%	99.004%	108.468%	121.843%
Market Value Tax Rates:										
School district 621	0.05178%	0.15947%	0.12131%	0.12803%	0.18163%	0.18924%	0.18685%	0.18882%	0.19536%	0.21242%
School district 623	0.20792%	0.19583%	0.16244%	0.15115%	0.16932%	0.18134%	0.20390%	0.20374%	0.19715%	0.19591%
* Met Council, Mosquito Control, Regional Transit, Rice Creek Watershed, District 916 & Shoreview HRA.										



The graph at left illustrates the change in regular tax rates by jurisdiction for the 10-year period.

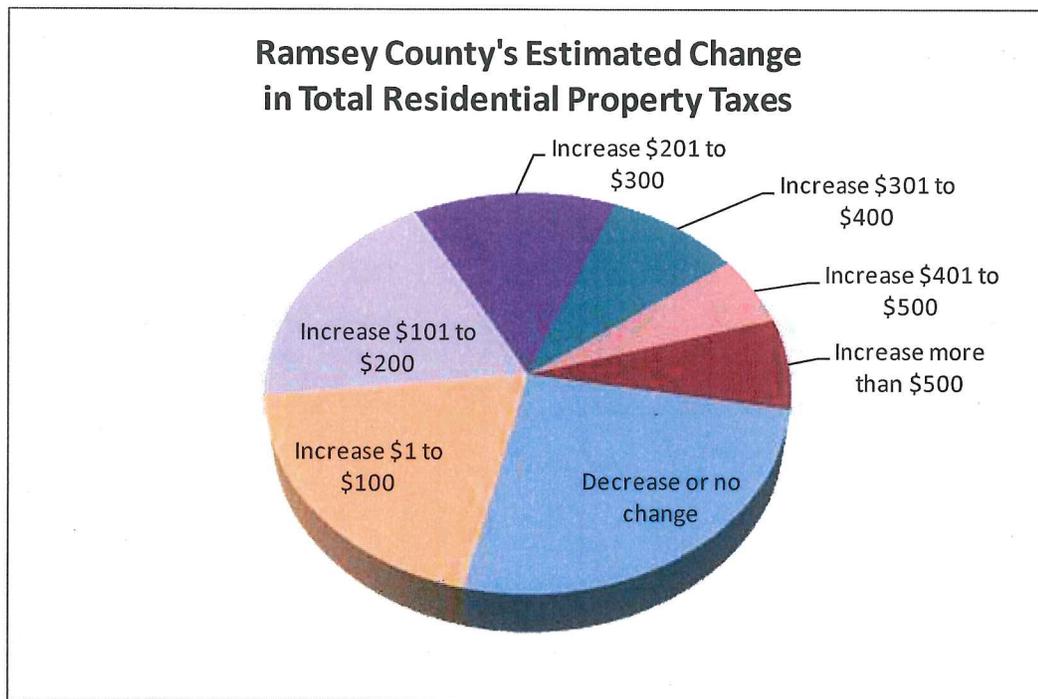
The next graph illustrates the change in market value tax rates for the two school districts. These rates are used to distribute taxes associated with voter approved levies.



The next table provides the total tax on a median home by jurisdiction in each year, as well as the percent of total tax received by each jurisdiction. For instance, in 2007 Shoreview received 19.7% of the total property tax (the lowest for the 10 years) in comparison to 24.4% in 2003 (the highest of the 10 years).

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Median home value (thousands) \$	183	208	236	265	280	287	276	262	249	236
Property tax by jurisdiction:										
City of Shoreview	\$ 472	\$ 515	\$ 562	\$ 604	\$ 624	\$ 646	\$ 662	\$ 689	\$ 727	\$ 730
Shoreview HRA	-	-	-	-	-	-	-	4	5	6
Ramsey County	896	1,011	1,086	1,174	1,204	1,209	1,226	1,255	1,296	1,347
County Light Rail	23	10	18	62	106	95	93	92	93	95
School district 621 (combined)	455	746	774	929	1,131	1,102	1,119	1,109	1,093	1,139
Other jurisdictions:										
District 916	2	2	2	2	-	-	-	-	-	-
Met Council	55	59	61	63	58	56	55	56	55	59
Mosquito Control	10	12	13	13	13	13	13	12	12	13
Rice Creek Watershed	20	23	35	45	35	44	41	38	38	52
Total Tax	\$ 1,933	\$ 2,377	\$ 2,551	\$ 2,892	\$ 3,172	\$ 3,166	\$ 3,209	\$ 3,256	\$ 3,318	\$ 3,440
Percent of total tax										
City of Shoreview	24.4%	21.7%	22.0%	20.9%	19.7%	20.4%	20.6%	21.3%	22.0%	21.4%
Ramsey County	47.6%	42.9%	43.3%	42.7%	41.3%	41.2%	41.1%	41.4%	41.8%	41.9%
School district 621	23.6%	31.4%	30.4%	32.1%	35.7%	34.8%	34.9%	34.1%	32.9%	33.1%
All other jurisdictions	4.5%	4.0%	4.3%	4.2%	3.4%	3.6%	3.4%	3.3%	3.2%	3.6%
Total Tax	100.0%									

The change in the total tax bill from 2011 to 2012 for all residential property in Shoreview is shown in the pie chart below. According to Ramsey County, the total tax bill remained the same or decreased for 26% of homes (the largest segment).



The change in total property taxes for homes is presented in two ways in the tables below. The table at left shows the change on total tax in dollars while the table at right shows the change in total tax by percent.

Change in Total Residential Property Taxes		
Change in Dollars	Number of Homes	Percent of Total
Decrease or no change	2,454	26%
Increase \$1 to \$100	1,871	20%
Increase \$101 to \$200	1,805	19%
Increase \$201 to \$300	1,298	14%
Increase \$301 to \$400	858	9%
Increase \$401 to \$500	530	6%
Increase more than \$500	695	7%
Total Residential	9,511	100%
Median change	\$ 130	

Change in Total Residential Property Taxes		
Change in Percent	Number of Homes	Percent of Total
Decrease or no change	2,454	26%
Increase up to 10%	5,526	58%
Increase 10% to 20%	1,356	14%
Increase 20% to 30%	61	1%
Increase more than 30%	114	1%
Total Residential	9,511	100%
Median change	5.3%	

UTILITY FUNDS 2011 OPERATING SUMMARY

While Shoreview continued to make progress during 2011 in reversing the trend of utility losses, as anticipated, the Water Fund ended the year with a net loss. The narrative provided below and the table on the next page provides a summary of significant changes for each fund.

All Utility Funds

- Interest earnings rebounded due to favorable market adjustments for investments held at year end (due to declining interest rates at year-end), which creates a an artificial “paper gain” because the City is required to adjust the value of investments to the market value as of the last day of the year.

Water Fund

- The Water Fund experienced a net operating gain of \$208,198 before non-operating activity, and an overall net loss of \$233,354 (yet better than predicted last summer).
- Customer billings for water consumption are \$85,415 higher than estimated.
- Gallons of water sold are 2.2% lower than 2010 gallons.
- Total Water Fund operating expense is 3% lower than estimated.
- The Water Fund experienced a net loss on the disposal of fixed assets due to a shorter expected life for the original South water tower coatings (from 1991). Since the original useful life was 25 years, it left 4 years of remaining life on the original asset. This means that depreciation expense was under-reported in the past, causing a current loss of \$108,152.

Sewer Fund

- The Sewer Fund experienced a net operating gain of \$299,391 before non-operating activity, and an overall net gain of \$105,497, which helped the City keep sewer rates constant for 2012.
- Customer billings for sewer rose 8.6% as a result of a 10% increase in sewer rates, and is partially offset by residential customers that dropped into a lower sewer tier (because winter water consumption dropped).
- Sewer Fund operating expense is 1.6% below budget.

Surface Water Management Fund

- Surface Water experienced a net operating gain of \$124,792 before non-operating activity, and an overall net loss of \$39,016 before the value of contributed assets. This result is better than the predictions prepared last summer.
- Surface water billings to customers rose 8% as a result of a 10% increase in surface water rates, which is partially offset by a decrease in revenue associated with the Snail Lake augmentation (due to a decline in billable costs).
- Total Surface Water Fund operating expense is 3% lower than estimated.

Street Lighting Fund

- Street Lighting experienced a net operating gain of \$47,000 before non-operating activity, and an overall net gain of \$38,737, which is \$34,590 lower than the planned gain.
- Street light billings rose 4.9% as a result of a 5% increase in street light rates.
- Higher electric and repairs costs caused expense to exceed estimates by \$36,376.

Utility Funds					
Operating Summary					
	Water	Sewer	Surface Water	Street Lights	Total
Operating revenues					
Customer billings	\$2,163,915	\$3,529,613	\$ 999,839	\$365,333	\$7,058,700
Water meter sales	9,101	-	-	-	9,101
Other	13,123	18,712	8,312	142	40,289
Total operating revenues	2,186,139	3,548,325	1,008,151	365,475	7,108,090
Operating expenses					
Sewage treatment (MCES)	-	1,764,310	-	-	1,764,310
Administrative charges	159,140	344,840	69,780	31,070	604,830
Personal services	645,143	564,113	268,506	15,686	1,493,448
Materials and supplies	76,778	21,301	16,714	10,130	124,923
Water meters	1,977	-	-	-	1,977
Contractual services	349,209	245,246	309,313	39,492	943,260
Utilities	121,154	7,622	958	184,212	313,946
Insurance	15,473	5,609	4,027	1,020	26,129
Depreciation	609,067	295,893	214,061	36,865	1,155,886
Total operating expenses	1,977,941	3,248,934	883,359	318,475	6,428,709
Operating income (loss)	208,198	299,391	124,792	47,000	679,381
Nonoperating activity					
Interest earnings	80,297	58,518	20,606	4,337	163,758
Loss on disposal of capital asset	(108,152)	-	-	-	(108,152)
Build American Bonds-fed credit	13,366	10,649	3,863	-	27,878
Interest and paying agent fees	(202,063)	(76,061)	(91,277)	-	(369,401)
Transfer to General Fund	(160,000)	(122,000)	(50,000)	(9,000)	(341,000)
Transfer to Central Garage Fund	(65,000)	(65,000)	(47,000)	(3,600)	(180,600)
Total nonoperating activity	(441,552)	(193,894)	(163,808)	(8,263)	(807,517)
Net income or (loss) before contributed assets	\$ (233,354)	\$ 105,497	\$ (39,016)	\$ 38,737	\$ (128,136)
Contributed capital assets	-	-	17,281	-	17,281
Change in net assets	\$ (233,354)	\$ 105,497	\$ (21,735)	\$ 38,737	\$ (110,855)

MONTHLY REPORT

Attached is the monthly report for March of 2012.

General Fund
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	6,467,060		6,467,060		
Licenses & Permits	292,750	163,027	129,723	55.69	29.95
Intergovernmental	183,002	82,232	100,771	44.93	44.73
Charges for Services	1,164,450	61,786	1,102,664	5.31	9.30
Fines & Forfeits	62,000	9,904	52,096	15.97	10.24
Interest Earnings	45,000		45,000		
Miscellaneous	35,160	8,513	26,647	24.21	30.09
TOTAL REVENUES	8,249,422	325,461	7,923,961	3.95	3.47
EXPENDITURES					
General Government					
Administration	537,154	106,664	430,490	19.86	30.41
Communications	171,288	17,576	153,712	10.26	3.55
Council & commiss	140,231	69,018	71,213	49.22	6.94
Elections	34,453	87	34,366	.25	
Finance/accounting	541,508	126,835	414,673	23.42	19.34
Human Resources	248,382	47,180	201,202	19.00	
Information systems	312,594	97,860	214,734	31.31	27.40
Legal	100,000	16,153	83,847	16.15	11.70
Total General Government	2,085,610	481,374	1,604,236	23.08	18.33
Public Safety					
Emergency services	7,333	1,820	5,513	24.82	10.13
Fire	854,900	430,673	424,227	50.38	49.89
Police	1,858,994	367,896	1,491,098	19.79	17.45
Total Public Safety	2,721,227	800,389	1,920,838	29.41	27.39
Public Works					
Forestry/nursery	75,596	8,235	67,361	10.89	8.98
Pub Works Adm/Engin	433,056	87,921	345,135	20.30	4.51
Streets	769,973	127,217	642,756	16.52	5.39
Trail mgmt	121,384	13,946	107,438	11.49	13.87
Total Public Works	1,400,009	237,319	1,162,690	16.95	6.04
Parks and Recreation					
Municipal buildings	126,119	5,555	120,564	4.40	4.63
Park Maintenance	1,117,133	173,071	944,062	15.49	14.88
Park/Recreation Adm	345,201	74,483	270,718	21.58	23.52
Total Parks and Recreation	1,588,453	253,109	1,335,344	15.93	16.49
Community Develop					
Building Inspection	151,486	31,704	119,782	20.93	21.18
Planning/zoning adm	382,837	83,491	299,346	21.81	18.11
Total Community Develop	534,323	115,195	419,128	21.56	18.98

General Fund
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	8,329,622	1,887,386	6,442,236	22.66	18.79
OTHER					
Transfers In	481,000	27,750	453,250	5.77	
Transfers Out	-400,800	-156,250	-244,550	38.98	36.84
TOTAL OTHER	80,200	-128,500	208,700	-160.22	-358.15
Net change in fund equity		-1,690,425	2,179,525		
Fund equity, beginning		3,921,134			
Fund equity, ending		2,230,709			
Less invested in capital assets					
Net available fund equity		2,230,709			

Recycling
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	69,000		69,000		44.37
Charges for Services	451,300	84	451,216	.02	
TOTAL REVENUES	520,300	84	520,216	.02	5.74
EXPENDITURES					
Public Works					
Recycling	489,474	61,874	427,600	12.64	12.86
Total Public Works	489,474	61,874	427,600	12.64	12.86
TOTAL EXPENDITURES	489,474	61,874	427,600	12.64	12.86
Net change in fund equity	30,826	-61,790	92,616		
Fund equity, beginning		59,671			
Fund equity, ending		-2,119			
Less invested in capital assets					
Net available fund equity		-2,119			

STD Self Insurance
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	7,500	1,888	5,612	25.17	24.85
Interest Earnings	600		600		
TOTAL REVENUES	8,100	1,888	6,212	23.31	21.93
EXPENDITURES					
Miscellaneous					
Short-term Disab	8,000		8,000		101.82
Total Miscellaneous	8,000		8,000		101.82
TOTAL EXPENDITURES	8,000		8,000		101.82
Net change in fund equity	100	1,888	-1,788		
Fund equity, beginning		45,189			
Fund equity, ending		47,077			
Less invested in capital assets					
Net available fund equity		47,077			

Community Center
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	2,269,985	622,814	1,647,171	27.44	29.68
Interest Earnings	8,000		8,000		
Miscellaneous		20	-20		
TOTAL REVENUES	2,277,985	622,834	1,655,151	27.34	29.51
EXPENDITURES					
Parks and Recreation					
Community center	2,445,989	525,077	1,920,912	21.47	20.91
Total Parks and Recreation	2,445,989	525,077	1,920,912	21.47	20.91
Capital Outlay					
Community center	12,930		12,930		
Total Capital Outlay	12,930		12,930		
TOTAL EXPENDITURES	2,458,919	525,077	1,933,842	21.35	20.91
OTHER					
Transfers In	300,000	75,000	225,000	25.00	
TOTAL OTHER	300,000	75,000	225,000	25.00	
Net change in fund equity	119,066	172,757	-53,691		
Fund equity, beginning		600,652			
Fund equity, ending		773,409			
Less invested in capital assets					
Net available fund equity		773,409			

Recreation Programs
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,277,740	293,179	984,561	22.95	23.65
Interest Earnings	4,600		4,600		
Miscellaneous		120	-120		
TOTAL REVENUES	1,282,340	293,299	989,041	22.87	23.56
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	109,238	16,843	92,395	15.42	9.26
Aquatics	129,694	22,159	107,535	17.09	17.35
Community programs	99,102	21,471	77,631	21.67	2.27
Drop-in Child Care	67,409	14,887	52,522	22.09	26.25
Fitness Programs	198,987	50,082	148,905	25.17	21.73
Park/Recreation Adm	331,258	69,315	261,943	20.92	18.10
Preschool Programs	73,656	20,964	52,692	28.46	25.68
Summer Discovery	167,245	2,210	165,035	1.32	.96
Youth/Teen	70,213	14,129	56,084	20.12	17.68
Total Parks and Recreation	1,246,802	232,061	1,014,741	18.61	14.76
TOTAL EXPENDITURES	1,246,802	232,061	1,014,741	18.61	14.76
OTHER					
Transfers In	65,000		65,000		
Transfers Out	-75,000	-18,750	-56,250	25.00	25.00
TOTAL OTHER	-10,000	-18,750	8,750	187.50	350.00
Net change in fund equity	25,538	42,488	95,550		
Fund equity, beginning		407,898			
Fund equity, ending		450,386			
Less invested in capital assets					
Net available fund equity		450,386			

Cable Television
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD This Yr Last Yr	
	_____	_____	_____	_____	_____
REVENUES					
Charges for Services	280,000		280,000		
Interest Earnings	1,800		1,800		
Miscellaneous	1,200	200	1,000	16.67	15.00
TOTAL REVENUES	283,000	200	282,800	.07	.11
EXPENDITURES					
General Government					
Cable television	165,095	77,134	87,961	46.72	62.01
Total General Government	165,095	77,134	87,961	46.72	62.01
TOTAL EXPENDITURES	165,095	77,134	87,961	46.72	62.01
OTHER					
Transfers Out	-121,950	-27,750	-94,200	22.76	
TOTAL OTHER	-121,950	-27,750	-94,200	22.76	
Net change in fund equity	-4,045	-104,684	289,039		
Fund equity, beginning	_____	219,077	_____		
Fund equity, ending		114,393			
Less invested in capital assets		_____			
Net available fund equity		114,393			

Econ Devel Auth/EDA
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	55,000		55,000		
TOTAL REVENUES	55,000		55,000		
EXPENDITURES					
Community Develop					
Econ Development-HRA	49,783	10,716	39,067	21.53	13.77
Total Community Develop	49,783	10,716	39,067	21.53	13.77
TOTAL EXPENDITURES	49,783	10,716	39,067	21.53	13.77
Net change in fund equity	5,217	-10,716	15,933		
Fund equity, beginning		174,651			
Fund equity, ending		163,935			
Less invested in capital assets					
Net available fund equity		163,935			

HRA Programs of EDA
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	70,000		70,000		
TOTAL REVENUES	70,000		70,000		
EXPENDITURES					
Community Develop					
Housing Programs-HRA	53,726	7,861	45,865	14.63	14.55
Total Community Develop	53,726	7,861	45,865	14.63	14.55
TOTAL EXPENDITURES	53,726	7,861	45,865	14.63	14.55
Net change in fund equity	16,274	-7,861	24,135		
Fund equity, beginning		13,968			
Fund equity, ending		6,107			
Less invested in capital assets					
Net available fund equity		6,107			

Liability Claims
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Interest Earnings	2,200		2,200		
Miscellaneous	20,000	557	19,443	2.78	
TOTAL REVENUES	22,200	557	21,643	2.51	
EXPENDITURES					
Miscellaneous					
Insurance Claims	32,000	497	31,503	1.55	11.85
Total Miscellaneous	32,000	497	31,503	1.55	11.85
TOTAL EXPENDITURES	32,000	497	31,503	1.55	11.85
Net change in fund equity	-9,800	60	-9,860		
Fund equity, beginning		175,040			
Fund equity, ending		175,100			
Less invested in capital assets					
Net available fund equity		175,100			

Slice SV Event
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	22,000	10,412	11,588	47.33	35.03
Miscellaneous	25,000	5,200	19,800	20.80	35.42
TOTAL REVENUES	47,000	15,612	31,388	33.22	35.24
EXPENDITURES					
General Government					
Slice of Shoreview	57,200	7,321	49,879	12.80	9.75
Total General Government	57,200	7,321	49,879	12.80	9.75
TOTAL EXPENDITURES	57,200	7,321	49,879	12.80	9.75
OTHER					
Transfers In	10,000		10,000		
TOTAL OTHER	10,000		10,000		
Net change in fund equity	-200	8,291	-8,491		
Fund equity, beginning		35,347			
Fund equity, ending		43,638			
Less invested in capital assets					
Net available fund equity		43,638			

Water Fund
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	13,200	6,683	6,517	50.63	
Utility Charges	2,464,000	445,468	2,018,532	18.08	15.79
Late fees		8,064	-8,064		
Water meters	2,800	2,551	249	91.10	15.31
Other prop charges	2,000	2,377	-377	118.83	24.64
Interest Earnings	55,000	37	54,963	.07	
TOTAL REVENUES	2,537,000	465,180	2,071,820	18.34	15.75
EXPENDITURES					
Proprietary					
Water Operations	1,455,461	210,272	1,245,189	14.45	5.11
Total Proprietary	1,455,461	210,272	1,245,189	14.45	5.11
TOTAL EXPENDITURES	1,455,461	210,272	1,245,189	14.45	5.11
OTHER					
Depreciation	-630,000	-157,500	-472,500	25.00	25.00
Transfers Out	-240,000		-240,000		
GO Revenue Bonds	-184,287	-100,186	-84,101	54.36	47.23
TOTAL OTHER	-1,054,287	-257,686	-796,601	24.44	23.58
Net change in fund equity	27,252	-2,778	1,623,233		
Fund equity, beginning		12,678,909			
Fund equity, ending		12,676,131			
Less invested in capital assets		9,427,325			
Net available fund equity		3,248,806			

Sewer Fund
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	10,515	5,324	5,191	50.64	
Charges for Services	200	95	105	47.30	22.30
Utility Charges	3,500,000	852,665	2,647,335	24.36	23.93
Late fees		14,400	-14,400		
Facility/area chgs	4,000	2,038	1,962	50.94	18.33
Other prop charges	2,500	3,300	-800	132.00	198.00
Interest Earnings	25,000	30	24,970	.12	
TOTAL REVENUES	3,542,215	877,851	2,664,364	24.78	24.28
EXPENDITURES					
Proprietary					
Sewer Operations	2,942,296	709,528	2,232,768	24.11	2.18
Total Proprietary	2,942,296	709,528	2,232,768	24.11	2.18
TOTAL EXPENDITURES	2,942,296	709,528	2,232,768	24.11	2.18
OTHER					
Depreciation	-300,000	-75,000	-225,000	25.00	25.00
Transfers Out	-188,000		-188,000		
GO Revenue Bonds	-72,843	-38,011	-34,832	52.18	37.19
TOTAL OTHER	-560,843	-113,011	-447,832	20.15	17.90
Net change in fund equity	39,076	55,312	879,429		
Fund equity, beginning		7,178,611			
Fund equity, ending		7,233,923			
Less invested in capital assets		4,725,848			
Net available fund equity		2,508,075			

Surface Water Mgmt
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	3,815	1,932	1,883	50.63	
Utility Charges	1,056,000	259,917	796,083	24.61	24.58
Late fees		3,486	-3,486		
Lake Impr Dist chgs	48,462	8,046	40,416	16.60	32.16
Other prop charges	5,000	1,280	3,720	25.60	28.80
Interest Earnings	24,000	11	23,989	.05	
TOTAL REVENUES	1,137,277	274,671	862,606	24.15	24.70
EXPENDITURES					
Proprietary					
Snail Lake Aug.	33,367	2,601	30,766	7.79	2.90
Surface Water Oper	726,866	74,054	652,813	10.19	16.83
Total Proprietary	760,233	76,654	683,579	10.08	16.17
TOTAL EXPENDITURES	760,233	76,654	683,579	10.08	16.17
OTHER					
Depreciation	-218,000	-54,498	-163,502	25.00	25.00
Transfers Out	-107,000		-107,000		
GO Revenue Bonds	-85,602	-45,382	-40,220	53.01	47.29
TOTAL OTHER	-410,602	-99,880	-310,722	24.33	24.04
Net change in fund equity	-33,558	98,137	489,750		
Fund equity, beginning		7,406,507			
Fund equity, ending		7,504,644			
Less invested in capital assets		6,135,855			
Net available fund equity		1,368,789			

Street Light Utility
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Utility Charges	456,000	112,056	343,944	24.57	24.69
Late fees		1,446	-1,446		
Interest Earnings	2,500		2,500		
Miscellaneous	500		500		
TOTAL REVENUES	459,000	113,502	345,498	24.73	24.90
EXPENDITURES					
Proprietary					
Street lighting	251,740	32,150	219,590	12.77	16.30
Total Proprietary	251,740	32,150	219,590	12.77	16.30
TOTAL EXPENDITURES	251,740	32,150	219,590	12.77	16.30
OTHER					
Depreciation	-40,000	-9,999	-30,001	25.00	25.00
Transfers Out	-15,600		-15,600		
TOTAL OTHER	-55,600	-9,999	-45,601	17.98	19.62
Net change in fund equity	151,660	71,353	171,509		
Fund equity, beginning		711,201			
Fund equity, ending		782,554			
Less invested in capital assets		432,561			
Net available fund equity		349,993			

Central Garage Fund
For Year 2012 Through The Month Of March

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	216,000		216,000		
Intergovernmental	120,715	43,371	77,344	35.93	
Cent Garage chgs	1,137,680	814	1,136,866	.07	.04
Interest Earnings	22,000	225	21,775	1.02	
TOTAL REVENUES	1,496,395	44,410	1,451,985	2.97	6.35
EXPENDITURES					
Proprietary					
Central Garage Oper	576,564	145,116	431,448	25.17	16.26
Total Proprietary	576,564	145,116	431,448	25.17	16.26
Miscellaneous					
Other Expenses	8,000		8,000		
Total Miscellaneous	8,000		8,000		
TOTAL EXPENDITURES	584,564	145,116	439,448	24.82	16.26
OTHER					
Sale of Asset	20,000		20,000		
Transfers In	180,600		180,600		
Depreciation	-673,000	-168,249	-504,751	25.00	25.00
GO CIP Bonds	-247,157	-123,916	-123,241	50.14	88.99
TOTAL OTHER	-719,557	-292,165	-427,392	40.60	55.94
Net change in fund equity	192,274	-392,872	1,841,129		
Fund equity, beginning		3,475,830			
Fund equity, ending		3,082,958			
Less invested in capital assets		3,228,575			
Net available fund equity		-145,617			

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 03-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<u>CERTIFICATE DEPOSIT</u>							
1,075	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	150,000.00	2.445500
1,076	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	150,000.00	2.395600
1,077	Morgan Stanley Smith Barney LLC	CD	1,097	07-22-09	07-23-12	245,000.00	2.395600
1,143	Morgan Stanley Smith Barney LLC	CD	549	02-24-12	08-26-13	121,000.00	.548000
1,146	Morgan Stanley Smith Barney LLC	CD	550	03-02-12	09-03-13	128,000.00	.550000
1,145	Morgan Stanley Smith Barney LLC	CD	730	02-29-12	02-28-14	249,000.00	.550000
1,147	Morgan Stanley Smith Barney LLC	CD	730	03-07-12	03-07-14	249,000.00	.500000
1,148	Morgan Stanley Smith Barney LLC	CD	731	03-09-12	03-10-14	249,000.00	.650000
1,150	Morgan Stanley Smith Barney LLC	CD	730	03-28-12	03-28-14	249,000.00	.650000
1,141	Morgan Stanley Smith Barney LLC	CD	1,097	02-08-12	02-09-15	150,000.00	.998200
1,140	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.149200
1,142	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.299100
Total Number Of Investments: 12						2,436,000.00	

FEDERAL HOME LN BK

1,133	Morgan Stanley Smith Barney LLC	FH	3,653	10-12-11	10-12-2021	600,000.00	2.997500
Total Number Of Investments: 1						600,000.00	

FEDERAL NATL MTG

1,067	Morgan Stanley Smith Barney LLC	FN	1,826	05-01-09	05-01-14	700,000.00	2.948400
1,098	Wells Fargo Brokerage Services	FN	1,826	08-10-10	08-10-15	500,000.00	1.998900
1,122	Wells Fargo Brokerage Services	FN	1,607	03-17-11	08-10-15	462,000.00	2.044200
1,144	Dain Rauscher Investment Services	FN	1,782	02-24-12	01-10-17	501,423.23	2.688300
1,102	Dain Rauscher Investment Services	FN	32,63	08-25-10	07-27-2020	611,358.07	3.474700
1,105	Dain Rauscher Investment Services	FN	5,465	10-13-10	09-29-2025	661,980.00	4.174300
1,123	Dain Rauscher Investment Services	FN	-31,0	06-30-11	06-30-2026	1,000,000.00	4.829800
1,124	Dain Rauscher Investment Services	FN	5,479	06-30-11	06-30-2026	219,000.00	4.829800
1,130	Dain Rauscher Investment Services	FN	5,479	09-30-11	09-30-2026	500,000.00	4.663300
1,131	Dain Rauscher Investment Services	FN	5,479	09-30-11	09-30-2026	180,000.00	4.663300
1,134	Dain Rauscher Investment Services	FN	5,479	10-27-11	10-27-2026	1,000,000.00	4.163600
1,135	Dain Rauscher Investment Services	FN	5,479	10-27-11	10-27-2026	600,000.00	4.796500
1,066	Dain Rauscher Investment Services	FN	-29,8	04-20-09	06-15-2027	549,528.74	6.434800
1,151	Dain Rauscher Investment Services	FN	7,305	03-29-12	03-29-2032	500,000.00	4.746800
Total Number Of Investments: 14						7,985,290.04	

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 03-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
FED HM MORTG POOL							
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1,149	Morgan Stanley Smith Barney LLC	HP	3,197	03-22-12	12-22-2020	550,000.00	2.583100
1,127	Dain Rauscher Investment Services	HP	3,653	07-29-11	07-29-2021	500,000.00	3.996700
1,132	Morgan Stanley Smith Barney LLC	HP	3,653	09-30-11	09-30-2021	500,000.00	3.197400
1,136	Morgan Stanley Smith Barney LLC	HP	3,653	11-09-11	11-09-2021	600,000.00	3.097500
1,137	Morgan Stanley Smith Barney LLC	HP	32,66	11-17-11	11-17-2021	550,000.00	3.197400
1,138	Dain Rauscher Investment Services	HP	3,653	12-15-11	12-15-2021	600,000.00	3.272300
1,139	Dain Rauscher Investment Services	HP	3,653	12-29-11	12-29-2021	600,000.00	3.247300
1,096	Dain Rauscher Investment Services	HP	-32,1	07-27-10	07-27-2022	500,000.00	4.496900
1,110	Dain Rauscher Investment Services	HP	4,247	12-10-10	07-27-2022	602,400.00	4.640900
Total Number Of Investments: 9						5,002,400.00	
Sub-Total Of Investments:						16,023,690.04	
4M Municipal Money Mkt Fund						3,434,187.71	
2011 COP Debt Service Reserve						25,533.41	
GMHC Savings Acct USBank						42,850.72	
4M Fund - Hockey Escrow						2,002.26	
Western Asset Govt MM Fund						1,324,999.75	
GRAND TOTAL OF CASH & INVESTMENTS:						20,853,263.89	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: APRIL 16, 2012
SUBJ: PUBLIC WORKS MONTHLY REPORT

ADMINISTRATIVE ACTIVITIES

Staff continues to be involved with the transition from the Grass Lake Water Management Organization to the Ramsey-Washington Metro Watershed District. It appears that the dissolution process can be completed in time for the area to be included in next year's RWMWD tax levy. Cliff Aichinger, RWMWD Administrator, is scheduled to meet with the City Council at the May work shop meeting to discuss the transition and management principles that will apply to their new jurisdiction in Shoreview.

The Department is investigating the development of an improved sanitary sewer infrastructure database and asset management/tracking system. Our goal continues to be to have a tool similar to our pavement management system where we can more effectively identify future rehabilitation needs of the sanitary sewer infrastructure, and be able to better estimate those costs. While we have sound preventative maintenance philosophies and a relatively small sewage back-up history, there is recognition that we need better information concerning the actual condition of the underground sewer pipes. Staff will continue to look at costs and implementation scenarios over the next few months and bring information forward to the Council as part of the budget amendment process.

I am currently representing City interests on two separate regional planning efforts being directed by the Minnesota Department of Transportation (MnDOT). There is a 35W Managed Lane Study currently underway that is looking at potential future improvements to the Interstate corridor from downtown Minneapolis to Forest Lake. This study utilizes a Technical Advisory Committee reflecting elected and appointed local government officials as well as transportation agency representatives. This Study includes a meeting targeting local elected official later this month, followed by an Open House for the general public. The second MnDOT planning effort I am involved with relates to the need to identify potential non-motorized crossings of the I-694 corridor in our area. That study group consists of planning and public works staffs from the communities in the corridor as well as Ramsey County, MnDOT and the Metropolitan Council. It is hoped that this study helps tie together the non-motorized and pedestrian plans for the area so that they can be understood at the time of design and construction of regionally significant transportation projects on the Interstate and Trunk Highway systems.

Environmental Services –

The City hosted an Emerald Ash Borer (EAB) public meeting in conjunction with the Minnesota Department of Agriculture and Ramsey County on April 10th. Meeting announcement letters

were sent to residents between Schutta Road and Hamline Avenue and approximately 50 residents attended. General information about EAB, its spread in Shoreview, how to diagnose, treatment options, and the City's response were discussed.

Both the ash tree treatment contract and the tree removal contract are in place and work has begun. Residents are very interested in using the City's negotiated prices for both services.

The Environmental Quality Committee is now accepting applications for the Green Community Awards for 2012. The Committee is particularly looking for those who have implemented a best management practices to infiltrate storm runoff and help improve water quality, especially through a rain garden, shoreline buffer, native habitat garden, reducing impervious surfaces or installing rain barrels or a cistern. In 2013, the Committee will unveil an expanded awards program to include broader aspects of sustainability.

Staff attended workshops covering sustainability in local government, the MN Cities Stormwater Coalition, and toured a new glass processing facility.

MAINTENANCE ACTIVITIES

Plow equipment and other snow removal equipment has been removed from vehicles and inspected and prepared for storage. All of public works maintenance crews and supervisors attended the annual "Damage Prevention Seminar" for underground utilities. Adam Rauchbauer and Jamie Meyer attended a three day AWWA Metro Water Systems Operator school.

Utilities Maintenance –

Utility Crews are responsible for the daily inspection and routine maintenance of the City's; six wells, two water towers, one booster station, one reservoir and 17 sanitary sewer lift stations. This time of year, along with other routine maintenance, the crews sprayed down and cleaned all the lift stations. They also cleaned out all the drains at the fire stations. Utility crews also prepared and started the Snail Lake augmentation pump and we have been pumping water into Snail Lake for about two weeks. The lake was about 6 inches lower than the target elevation. Almost daily the crews are responding to location requests by marking City utilities in proposed excavation areas.

Crews completed five sanitary sewer service repairs. They repaired a leaking water main shut off valve in the Community Center parking lot driveway. After those repairs they worked with the street crews in repairing and patching the asphalt. Spring flushing of the water system has begun. Crews are opening hydrants throughout the City to flush the system.

Street Maintenance –

Street crews have completed the first round of street sweeping for the spring. Both sweepers continue to go out daily as the weather permits. They got an early start on spot patching pot holes and patching for utility repairs. Repairs were made to areas damaged from winter snow removal. Spring load limits have already been lifted, so crews removed all the load restriction signs

throughout the City. Crews have been inspecting ponds and repairing storm water infrastructure as needed. They are also installing barley straw into select storm ponds and will continue to monitor these ponds and evaluate the affect barley straw has on the water. Routine maintenance and repairs to signs is on-going. Crews have also milled off the center lines and line markings on streets to be seal coated this summer.

DOC Crews –

Crews spend time each day cleaning the Maintenance Facility. They have been working with Parks in their spring clean up and preparations for summer. They are picking up trash and cleaning around ponds and continue to remove trees, limbs and brush from around ponds as needed. The crew was recently contracted out to the City of Little Canada for a few days doing general clean up. Little Canada has been invoiced for a proportionate cost; we are amenable to offering their services to neighboring communities at cost when our work program allows.

PROJECT UPDATES

Tanglewood/Victoria Street Rehabilitation, Project 11-08

Pavement markings have been completed. Several minor punch list items remain, which will be completed in the next month or so.

Buffalo Lane Reconstruction, Project 11-09

The project has been substantially completed with several minor punch list items remaining, scheduled to be completed in the next few months. The property Assessment Hearing will be scheduled for September 2012.

Floral/Demar/County Road F Neighborhood Reconstruction, Project 12-01

The public hearing was held for the project and the Council approved the plans and specifications and authorized the taking of bids. The bid date is set for May 9; it is expected that a recommendation for contract award will be presented to the Council at the May 21, 2012 meeting.

Water System Improvements – Pressure Booster Station, Project 12-02

The consulting engineer is continuing with the design of the project and is expecting to have the plans completed in late April. City staff has had discussions with the management company for the Weston Woods Townhome Association and they are excited about the project. Over the years they have received many comments from townhome owners about low water pressure.

Owasso Street Realignment

Staff continues to advance the public improvements and intersection realignment associated with the Lakeview Terrace redevelopment project. The final detailed construction plans for the public

infrastructure improvements are nearly finished. Agreements concerning right of way and crossing construction have been negotiated with CP Rail. Assuming that the Lakeview Terrace redevelopment project proceeds through the Planning Commission and City Council approval process, the public infrastructure project schedule is targeting a construction contract award in July, with the bulk of the road construction occurring yet in 2012, and final completion in 2013.

Shoreview Cleanup Day

In an effort to ease logistical obstacles, this year's Cleanup Day has been moved from the first to the third Saturday, May 19th. This will free up additional Allied Waste staff and equipment and create smoother event overall. Due to low traffic numbers in the late afternoon the event will also be shortened by one hour. (8:00am to 3:00pm) This will help cut down on staff and equipment costs for each event. The use of credit cards was also introduced at the 2011 fall Cleanup Day and with some minor changes, will be available at future Cleanup Days. The event will still be held at the Ramsey County Public Works site near Hamline and Highway 96.

REGULAR COUNCIL MEETING
APRIL 16, 2012

TO: MAYOR AND COUNCILMEMBERS
FROM: TERRY SCHWERM, CITY MANAGER
DATE: APRIL 9, 2012
RE: MONTHLY REPORT

DEPARTMENT ACTIVITY

The warm weather that we experienced this March has a great impact for the Parks & Recreation Department. From parks maintenance activities that began about a month ahead of schedule to less use of the Community Center, weather plays a significant factor in many elements of the operation of our Parks & Recreation Department.

The software program used by the Parks & Recreation Department went through a major upgrade this week. This upgrade takes a significant amount of staff training time for our recreation staff; as well as significant involvement from information systems and finance staff. The upgrade will provide better tools to process recreation program registrations, and Community Center memberships and rentals; and improves reporting function for all of these areas. In addition, the web based reports and membership renewals should have more options and be more user friendly.

The Shoreview Community Center, Tropics Indoor Waterpark was recently awarded the prestigious "Silver International Aquatic Safety Award". This award is presented to an aquatic facility that consistently operates above industry standards in risk management and epitomizes aquatic safety and excellence. International Aquatic Safety Awards are presented annually to participants in the Ellis and Associates Comprehensive Aquatic Risk Management Program. The award is based on the results of multiple random and unannounced aquatic facility operational safety audits throughout the year. Individual and team basic life support and rescue skills are evaluated, along with simulated emergencies that measure the effectiveness of established Emergency Action Plans. Congratulations to our aquatic staff on this tremendous achievement.

MAINTENANCE

It has been another busy month for the parks maintenance crew. The unseasonably warm weather has resulted in the crew beginning spring tasks before they normally do. The perennials and grasses in the Shoreview Community Center and other areas were cut back, which is more than three weeks ahead of schedule. Also, the umbrellas for the tables in the lower Community Center plaza were installed earlier than usual. All the holiday lights have been taken down and stored for the season. The thin ice signs were taken down early.

The warmer weather means that Mounds View High School has started using McCullough Park and Rice Creek Fields for practices and games. In the next week all fields should be ready for the associations to start using them. The safety nets have been installed at McCullough and Sitzer

Parks and the crew is beginning to install the soccer and lacrosse fields. The tennis nets are in place and the tennis and basketball courts and picnic shelters have been cleaned.

Maintenance equipment was changed over from winter to summer use much earlier than normal and it has been put to good use already. The parks and Highway 96 medians have been mowed already. This is about two to three weeks ahead of schedule.

All the floors in the park buildings were stripped and waxed this spring. The crew has put benches and picnic tables in them for summer use. This week the water will be turned on to the Rice Creek Fields building which means the restrooms and concession stand will be available for use. There was vandalism in the skate park this spring. A railing was severely damaged on one of the skate park features and it was brought to the shop and welded. There was also graffiti on several other features. The Consumer Product Safety Commission banned the use of a glide that was on the Evos System by the pavilion at Shoreview Commons. The crew removed the glide and we are waiting for a replacement slide to arrive.

The crew continues to pick up trash on a daily basis at the Community Center, library and parks. The trash receptacles are dumped on an as needed basis. The restrooms at Rice Creek Fields will need to be cleaned daily starting late this week.

COMMUNITY CENTER/CITY HALL MAINTENANCE ACTIVITIES

The maintenance crew has been busy keeping the building on its cleaning schedule. The crew sanded and refinished the wood floor in Studio 1. A contractor replaced some lights over the stairwell going down to the lower Community Center entrance. We recently went through an ADA compliance check. It went rather well considering most of the building was constructed before the changes in the ADA guidelines. We will have a report in about a month detailing what needs to change and a cost estimate so the building can be ADA compliant.

RECREATION PROGRAMS

We are in the middle of spring programs and registration is similar to last year at this time. We are seeing an increase in senior programs and private swim lessons registration and a decrease in adult sports teams.

Summer Discovery is now full, with 220 children registered and 15 on the waiting list. This year we will have 7 rooms, one for each grade K-5 and a seventh classroom for middle school students. Interviews for Summer Discovery staff took place in late March and 90 percent of our positions have been filled.

The Shoreview Egg Hunt was held on Saturday, March 31st at the Haffeman Pavilion. One hundred and eleven participants braved the windy, cold air to capture their golden egg and claim their prize. Parents and grandparents were grateful for the hot coffee and the opportunity to watch Bill the Juggler from the comfort of the gym.

The annual Shoreliner Tea is on Tuesday, April 17th. Shoreliners will enjoy a traditional tea with appetizers and conversation in the Fireside Lounge. Many come decked out in their best spring outfits and elegant hats.

Summer registration is under way and will continue until activities begin in June. We are offering a wide variety of summer camps, swim lessons, special events and playground opportunities. Farmer's Market staff is finalizing the list of vendors for the 2012 season. Many of Shoreview's favorite vendors are returning and some new vendors are coming in with unique Minnesota products.

COMMUNITY CENTER

The unseasonably mild March meant many members enjoyed outdoor recreational activities instead working out inside the Community Center. Many fitness enthusiasts that participate in health insurance reimbursement programs checked in at the service desk and then went outside for a run, walk or bike ride. The fitness center noticed a slight decline in usage on the popular cardio machines. However, many young athletes who were on spring break used the strength training equipment. During the month staff gave 14 new fitness orientations and 152 personal training sessions. There were 67 free fitness classes offered during the two week break between fitness sessions with nearly 1,200 participants.

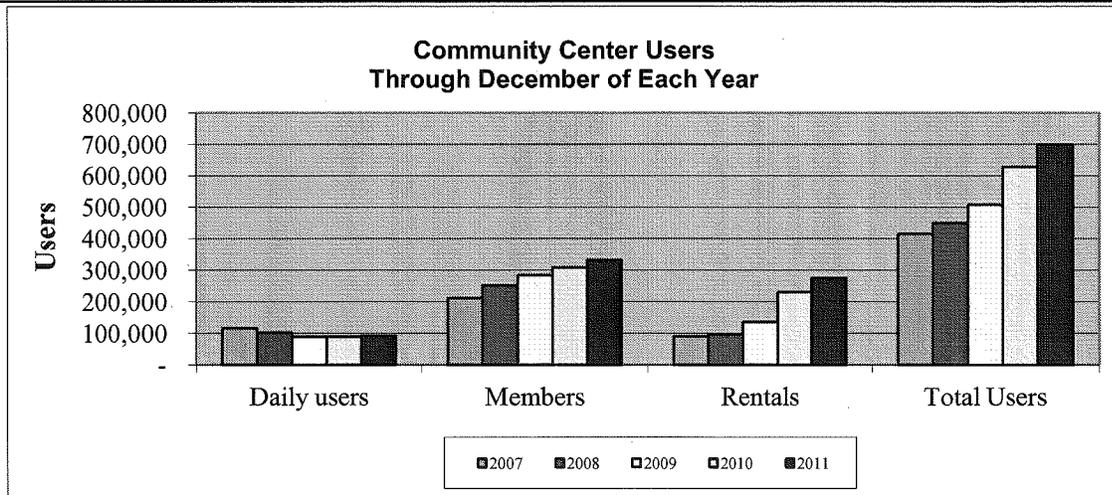
The Tropics Indoor Waterpark hosted 27 pool groups in March which is about 20% less than the last year. However, March 2011 was extraordinarily busy selling the most daily passes in a single month in the last five years. March 2012 daily revenue decreased nearly 18% compared to last year. Staff attributes this decrease almost solely to the warm weather this March. Room rentals were comparable to the previous month. There were 2 overnight parties, one reception, 160 meeting room rentals, and nearly 80 birthday parties. MnDOT has become a frequent renter hosting another three day training session in the Shoreview Room and a one day session in half of the Community Room.

Memberships remain consistent with a slight increase in memberships sold and members. The resident annual membership pass was the most popular membership category this month with a 27% increase compared to last March. The SilverSneakers memberships have remained very popular with more than 830 SilverSneakers participants visiting the Community Center in March, that translated in about \$2,300.00 in revenue. The facility receives reimbursement of \$3.00 per visit for up to 12 visits per month/per individual.

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

	2007	2008	2009	2010	2011
Number of Users:					
Daily users	115,473	102,144	88,319	88,784	91,392
Members	210,964	251,898	284,384	308,404	332,762
Rentals	89,449	95,769	135,248	230,634	274,871
Total Users	415,886	449,811	507,951	627,822	699,025
Revenue:					
Admissions	\$ 471,356	\$ 494,723	\$ 548,432	\$ 522,371	\$ 597,166
Memberships-annual	588,632	649,790	783,741	933,541	1,007,883
Memberships-seasonal	186,880	140,658	115,668	106,953	103,304
Room rentals	199,285	213,668	219,052	220,664	250,299
Wave Café	152,575	149,110	163,086	176,816	195,578
Commissions	14,713	13,474	9,149	10,627	14,503
Locker/vending/video	42,950	33,757	32,458	29,470	29,606
Merchandise	6,450	7,658	9,577	10,656	13,724
Other miscellaneous	2,602	1,729	1,344	1,937	1,343
Building charge	88,851	95,152	89,882	94,415	98,441
Interest	29,888	18,693	8,171	8,017	20,674
Transfers in	220,000	250,000	310,000	310,000	297,000
Total Revenue	2,004,182	2,068,412	2,290,560	2,425,467	2,629,521
Expenditures:					
Personal services	1,217,868	1,243,857	1,287,914	1,319,263	1,352,471
Supplies	398,583	429,073	392,039	405,545	448,853
Contractual	470,056	503,357	507,043	544,864	600,545
Total Expenditures	2,086,507	2,176,287	2,186,996	2,269,672	2,401,869
Rev less Exp Year-to-date	\$ (82,325)	\$ (107,875)	\$ 103,564	\$ 155,795	\$ 227,652

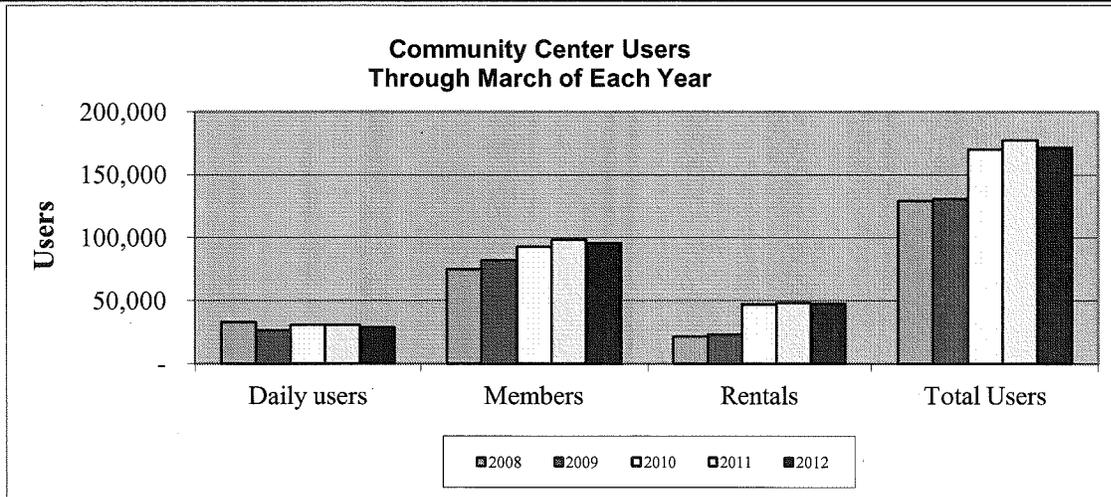
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* Rental users in 2010 and later years include Summer Discovery Prgm

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

	2008	2009	2010	2011	2012
Number of Users:					
Daily users	32,808	26,239	30,785	30,860	28,747
Members	74,848	81,806	92,626	98,259	95,532
Rentals	21,505	22,791	46,850	48,276	47,324
Total Users	129,161	130,836	170,261	177,395	171,603
Revenue:					
Admissions	\$ 169,409	\$ 167,286	\$ 177,553	\$ 206,952	\$ 187,174
Memberships-annual	128,633	173,319	223,487	268,240	270,751
Memberships-seasonal	50,369	39,043	31,869	33,436	28,960
Room rentals	51,134	56,407	60,990	72,190	65,208
Wave Café	45,392	46,931	54,585	65,384	59,366
Commissions	800	-	1,921	993	1,703
Locker/vending/video	10,144	7,769	8,584	5,142	5,900
Merchandise	2,201	1,449	2,565	3,516	4,276
Other miscellaneous	228	239	2	22	94
Transfers in	47,499	76,800	77,502	74,250	75,000
Total Revenue	505,809	569,243	639,058	730,125	698,432
Expenditures:					
Personal services	281,604	288,540	294,788	294,397	306,965
Supplies	81,482	93,484	91,491	110,379	117,472
Contractual	82,431	80,253	95,282	90,695	100,641
Total Expenditures	445,517	462,277	481,561	495,471	525,078
Rev less Exp Year-to-date	\$ 60,292	\$ 106,966	\$ 157,497	\$ 234,654	\$ 173,354



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

**Community Center Monthly Activity
For the Year 2010**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	12,396	8,244	10,145	5,086	6,293	7,811	8,478	7,899	2,600	5,189	6,669	7,974	88,784
Members	32,569	30,039	30,018	24,351	22,682	23,343	23,406	24,567	20,281	23,593	26,860	26,695	308,404
Rentals	16,552	14,271	16,027	14,710	16,223	30,877	29,480	32,456	14,120	16,373	13,243	16,302	230,634
Total Users	61,517	52,554	56,190	44,147	45,198	62,031	61,364	64,922	37,001	45,155	46,772	50,971	627,822
Revenue:													
Admissions	\$ 55,503	\$ 47,668	\$ 54,719	\$ 31,183	\$ 35,032	\$ 40,977	\$ 50,122	\$ 38,742	\$ 18,995	\$ 25,431	\$ 33,763	\$ 42,844	\$ 474,979
Indoor playground	7,028	6,623	6,012	2,611	2,846	4,446	2,790	3,305	620	2,541	3,920	4,650	47,392
Memberships	111,690	75,142	68,524	57,725	61,958	61,663	64,227	66,374	78,838	75,158	121,981	197,214	1,040,494
Room rentals	18,519	27,898	14,573	19,724	22,695	16,744	18,713	12,615	23,057	16,713	16,852	12,561	220,664
Wave Café	18,052	17,720	18,813	14,915	13,174	15,261	14,708	15,272	9,617	11,457	13,834	13,993	176,816
Commissions	870	1,051	-	658	-	1,375	1,367	763	1,967	1,356	227	993	10,627
Locker/vending/video	1,317	2,387	4,880	4,296	1,239	2,101	2,802	1,361	4	3,262	948	4,873	29,470
Merchandise	730	932	903	1,147	790	1,043	1,400	1,181	312	711	715	792	10,656
Other miscellaneous	(90)	67	25	(790)	1,025	30	414	171	89	80	183	733	1,937
Building charge	-	-	-	-	-	93,000	-	-	-	-	-	1,415	94,415
Interest	-	-	-	-	-	-	-	-	-	-	-	8,017	8,017
Transfers in	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,834	25,826	310,000
Total Revenue	239,453	205,322	194,283	157,303	164,593	262,474	182,377	165,618	159,333	162,543	218,257	313,911	2,425,467
Expenditures:													
Personal services	87,881	107,137	99,770	97,359	97,921	97,380	157,769	105,178	95,479	100,266	101,590	171,533	1,319,263
Supplies	13,838	38,074	39,579	27,156	36,732	32,132	30,501	29,798	35,361	28,190	24,843	69,341	405,545
Contractual	5,022	26,404	63,856	28,989	51,368	39,593	36,322	58,235	48,831	60,881	30,144	95,219	544,864
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	106,741	171,615	203,205	153,504	186,021	169,105	224,592	193,211	179,671	189,337	156,577	336,093	2,269,672
Rev less Exp (monthly)	\$ 132,712	\$ 33,707	\$ (8,922)	\$ 3,799	\$ (21,428)	\$ 93,369	\$ (42,215)	\$ (27,593)	\$ (20,338)	\$ (26,794)	\$ 61,680	\$ (22,182)	\$ 155,795
Rev less Exp (ytd)	\$ 132,712	\$ 166,419	\$ 157,497	\$ 161,296	\$ 139,868	\$ 233,237	\$ 191,022	\$ 163,429	\$ 143,091	\$ 116,297	\$ 177,977	\$ 155,795	

**Community Center Monthly Activity
For the Year 2011**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	9,573	8,554	12,733	7,331	6,918	8,510	9,591	7,473	2,375	2,799	6,874	8,661	91,392
Members	33,665	30,575	34,019	29,225	25,468	24,211	24,352	23,544	23,660	26,968	27,680	29,395	332,762
Rentals	16,013	14,571	17,692	15,947	17,757	40,042	34,573	51,667	16,013	18,620	16,031	15,945	274,871
Total Users	59,251	53,700	64,444	52,503	50,143	72,763	68,516	82,684	42,048	48,387	50,585	54,001	699,025
Revenue:													
Admissions	\$ 54,768	\$ 50,219	\$ 82,024	\$ 37,760	\$ 32,531	\$ 48,104	\$ 57,434	\$ 41,854	\$ 19,315	\$ 26,823	\$ 35,198	\$ 58,481	\$ 544,511
Indoor playground	6,646	4,955	8,340	4,691	3,281	4,545	3,033	2,183	2,178	2,986	4,786	5,031	52,655
Memberships	134,134	82,408	85,134	64,611	61,088	69,882	64,747	69,299	77,050	85,320	115,092	202,422	1,111,187
Room rentals	22,729	19,569	29,892	16,023	24,736	20,859	19,322	18,740	22,956	21,955	10,411	23,107	250,299
Wave Café	20,526	18,871	25,987	17,064	15,650	15,441	16,165	14,920	10,577	13,462	12,687	14,228	195,578
Commissions	-	143	850	-	1,366	698	2,561	1,153	3,393	2,395	1,944	-	14,503
Locker/vending/video	(1,194)	3,591	2,745	3,128	2,566	3,560	3,243	883	1,842	2,649	1,596	4,997	29,606
Merchandise	1,006	1,018	1,492	1,340	948	1,826	1,546	1,204	1,014	819	879	632	13,724
Other miscellaneous	(80)	75	27	32	757	39	83	50	5	143	65	147	1,343
Building charge	-	-	-	-	-	97,000	-	-	-	-	-	1,441	98,441
Interest	-	-	-	-	-	-	-	-	-	-	-	20,674	20,674
Transfers in	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	24,750	297,000
Total Revenue	263,285	205,599	261,241	169,399	167,673	286,704	192,884	175,036	163,080	181,302	207,408	355,910	2,629,521
Expenditures:													
Personal services	84,388	104,891	105,118	99,020	100,804	107,049	156,509	108,982	96,532	99,084	104,360	185,734	1,352,471
Supplies	30,153	36,056	44,170	42,162	34,276	33,351	29,123	27,161	39,147	44,125	36,298	52,831	448,853
Contractual	22,538	31,672	36,485	42,242	48,682	54,629	63,436	44,224	56,475	65,557	40,038	94,567	600,545
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	137,079	172,619	185,773	183,424	183,762	195,029	249,068	180,367	192,154	208,766	180,696	333,132	2,401,869
Rev less Exp (monthly)	\$ 126,206	\$ 32,980	\$ 75,468	\$ (14,025)	\$ (16,089)	\$ 91,675	\$ (56,184)	\$ (5,331)	\$ (29,074)	\$ (27,464)	\$ 26,712	\$ 22,778	\$ 227,652
Rev less Exp (ytd)	\$ 126,206	\$ 159,186	\$ 234,654	\$ 220,629	\$ 204,540	\$ 296,215	\$ 240,031	\$ 234,700	\$ 205,626	\$ 178,162	\$ 204,874	\$ 227,652	

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

Date	Description	Amount
04/02/12	Accounts payable	\$ 41,900.45
04/05/12	Accounts payable	\$ 112,965.73
04/06/12	Accounts payable	\$ 981.60
04/09/12	Accounts payable	\$ 180,829.94
04/12/12	Accounts payable	\$ 96,102.29
04/16/12	Accounts payable	\$ 273,675.81
Sub-total Accounts Payable		\$ 706,455.82
04/06/12	Payroll 123962 to 123991 956344 to 956516	\$145,559.61
Sub-total Payroll		\$ 145,559.61
TOTAL		\$ 852,015.43

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

04/16/12

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
RAO, ROOPA	AQUATICS - LEVEL 4	220	22040				-\$60.00	-\$60.00
AARP C/O ROY NELSON	AARP CLASS 3/29	225	43590	3174			\$378.00	\$378.00
AMERICAN MESSAGING	LOCK BOX PMT 4.1.12-4.30.12	101	40210	3190			\$4.26	\$4.26
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590			\$324.81	\$324.81
DELTA DENTAL	DENTAL COVERAGE: APRIL 2012	101	20415				\$7,039.98	\$7,167.01
		101	20411				\$127.03	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590			\$16.20	\$16.20
GREENHAVEN PRINTING	SPRING/SUMMER SHOREVIEWS	101	40400	3390			\$20,206.55	
		101	40400	3220			\$2,996.00	\$23,202.55
JOHNSON ACOUSTICS, INC	REPAIRS TO CEILING CC	220	43800	3810			\$100.00	\$100.00
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: MARCH 2012	101	40500	4890			\$104.21	\$416.81
		220	43800	4890			\$104.20	
		601	45050	4890			\$104.20	
		602	45550	4890			\$104.20	
MIDWEST SPECIAL SERVICES, INC	COMM. CENTER CLEANING FOR FEBRUARY	220	43800	3190			\$195.00	
MINNCOR INDUSTRIES	CHAIR: ROESLER	101	40500	2010			\$447.81	
NCPERS MINNESOTA	PERA LIFE INSURANCE: APRIL 2012	101	20413				\$240.00	\$240.00
NEOFUNDS BY NEOPOST	POSTAGE FOR POSTAGE MACHINE	101	40200	3220			\$4,000.00	\$4,000.00
NORTH STAR MINI STORAGE	PARKS STORAGE UNIT	101	43710	3950			\$1,140.00	\$1,140.00
ORIENTAL TRADING COMPANY	COMMUNITY CENTER TOYS FOR RESALE	220	43800	2591			\$300.20	\$300.20
RAO, ROOPA	AQUATICS - LEVEL 4	220	22040				\$60.00	\$60.00
SAM'S CLUB DIRECT	EGG HUNT SUPPLIES	225	43580	2172			\$223.87	\$223.87
SURVEYMONKEY.COM LLC	ANNUAL SUBSCRIPTION TO SURVEY MONKEY	225	43400	4330			\$200.00	\$200.00
SWANK MOTION PICTURES, INC.	LICENSES FOR SUMMER MOVIES	225	43590	3173			\$1,084.12	\$1,084.12
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,656.37	\$1,656.37
ZERO GRAVITY TRAMPOLINE PARK	SUMMER DISCOVERY FIELD TRIP DEPOSIT	225	43535	3190			\$803.44	\$803.44
							Total of all invoices:	\$41,900.45

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ALBAN, AUDREY	REFUND LICENSES:C298 C299 WRONG CITY	101	32780					-\$20.00	-\$20.00
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				-\$16.20	-\$16.20
NEOFUNDS BY NEOPOST	POSTAGE FOR POSTAGE MACHINE	101	40200	3220				-\$4,000.00	-\$4,000.00
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640				\$1,144.19	\$1,643.43
		101	43710	3950				\$499.24	
BUSHEE, MARY	AQUATICS - PRIVATE	220	22040					\$135.00	\$135.00
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 04-06-12	101	21720					\$8,477.66	\$8,477.66
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:04-06-12	101	20420					\$103.25	\$103.25
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/FEB STMT/10 @ \$6	307	44100	4890				\$60.00	\$60.00
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/MAR STMT/10 @ \$6	307	44100	4890				\$60.00	\$60.00
ENGINEERING UNLIMITED INC	LOCKS FOR STREET LIGHT PEDESTALS	604	42600	2180				\$227.00	
ERTEN, BIRSEL	AQUA SPLASH WATER EX	220	22040					\$48.00	\$48.00
EVGEN, ANGELA	ACTIVITY REFUND	220	22040					\$40.00	\$40.00
FLUTH, BRENDA	PASS REFUND	220	22040					\$369.27	\$369.27
FUECHTMANN, BLAKE	BOSU AND KETTLEBELL	220	22040					\$5.00	\$5.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:04-06-12	101	20418					\$5,610.00	\$5,610.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 03-30-12	101	20431					\$113.78	\$113.78
GRAND VIEW LODGE	LODGING - CITY MANAGER CONFERENCE	101	40200	4500				\$479.22	\$479.22
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.54	\$15.54
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.54	\$15.54
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.42	\$16.42
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.40	\$16.40
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.52	\$15.52
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.50	\$15.50
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.45	\$15.45
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$16.35	\$16.35
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.51	\$15.51
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.51	\$15.51
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590				\$15.51	\$15.51
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591				\$19.99	\$19.99
HANSON, CHERYL	GET FIT! BODY CHALLE	220	22040					\$344.00	\$344.00
HORIZON COMMERCIAL POOL SUPPLY	FINAL PAYMENT FOR POOL LIFT	220	43800	2200				\$3,242.20	\$3,242.20
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:04-06-12	101	21750					\$5,693.37	\$5,693.37
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:04-06-12	101	20430					\$498.00	\$498.00
JOHNSON, ERIK	AQUATICS - LEVEL 2	220	22040					\$140.00	\$140.00
JONES & BARTLETT PUBLISHERS, I	LIFEGURAD BOOKS	220	43800	2200				\$536.47	\$536.47
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/APRIL 2012	220	43800	3960				\$1,089.00	\$1,089.00
KLEMMENSEN, MAVIS	TAI CHI	220	22040					\$48.00	\$48.00
KUNZA, SHARI	REIMBURSE:EGG HUNT/FRONT DESK SUPPLIES	225	43400	2180				\$15.93	\$63.40
		225	43580	2172				\$47.47	
LAB SAFETY SUPPLY	MEASURING CUPS & BOOTS	220	43800	2200				\$81.62	
LAB SAFETY SUPPLY	BOOTS-SHUTDOWN	220	43800	2200				\$36.30	\$36.30

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
LAWRENCE, JOEL	MAGIC TREE HOUSE ADV	220	22040					\$67.00	\$67.00
LEMON, ANDREW	SOFTBALL (FRI MEN'S)	220	22040					\$600.00	\$600.00
LIFEGUARD STORE, THE	LIFEJACKETS AND WHISTLES	220	43800	2200				\$656.25	\$989.25
		225	43535	2170				\$222.50	
		225	43590	2175				\$110.50	
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:04-06-12	101	20435					\$209.00	
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: MARCH 2012	101	20802					\$3,550.63	\$3,479.62
		101	34060					-\$71.01	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:04-06-12	101	20420					\$27.00	
MINNESOTA POLLUTION CONTROL AG	CERTIFCATION FEE SC LIC/CHMIELEWSKI	602	45550	4500				\$45.00	\$45.00
MOUNDS VIEW PUBLIC SCHOOLS	CHIPPEWA RENTAL-WINTER CLOSURE	220	43800	2200				\$405.50	\$405.50
MULROONEY, DANIEL	MAGIC TREE HOUSE ADV	220	22040					\$67.00	\$67.00
MUNICI-PALS TREASURER KIM BLAE	MUNICI-PALS SPRING WORKSHOP	101	44100	4500				\$60.00	\$420.00
		101	40200	4500				\$60.00	
		101	40500	4500				\$180.00	
		101	40210	4500				\$60.00	
		601	45050	4500				\$30.00	
		602	45550	4500				\$18.00	
		603	45850	4500				\$12.00	
NELSON, MEGAN	MAGIC TREE HOUSE ADV	220	22040					\$67.00	\$67.00
NIENTALOWSKA, KATARZYNA	MAGIC TREE HOUSE ADV	220	22040					\$67.00	\$67.00
PAULNO, TIM	NEW WATEROUS VALVE	601	45050	2280				\$300.00	\$300.00
PAULU, ARYLENE	DEFENSIVE DRIVE 4 HR	220	22040					\$16.00	\$16.00
PMA FINANCIAL NETWORK, INC	FEB 2012 BANK FEES	101	40500	4890				\$139.30	
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:04-06-12	101	21740					\$27,091.76	\$27,091.76
RAMSEY COUNTY TREASURER	LIFE INSURANCE: APRIL 2012	101	20414					\$2,715.85	\$2,913.35
		101	20417					\$197.50	
SCHAUM, JESSICA	MILEAGE/EXPENSE REIMBURSEMENT JAN-MAR'12	101	42050	3270				\$161.34	
SELBY, JAMES	SOFTBALL (FRI MEN'S)	220	22040					\$610.00	\$610.00
SKALLY, CHRISTINA	ACTIVITY REFUND	220	22040					\$47.00	\$47.00
SMITH, ANGELA	MAGIC TREE HOUSE ADV	220	22040					\$67.00	\$67.00
SOMMERFELDT, VICKI	PASS REFUND	220	22040					\$360.00	\$360.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 04-06-12	101	21710					\$20,110.44	\$47,702.46
		101	21730					\$21,575.80	
		101	21735					\$6,016.22	
TROUTEN, BRUCE	PASS REFUND	220	22040					\$180.00	\$180.00
U.S. BANK	2010A PAYING AGENT FEES	701	48130	6200				\$425.00	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:04-06-12	101	20420					\$99.00	\$99.00
VANCO SERVICES	MARCH FITNESS INCENTIVE PROCESSING FEE	220	43800	3190				\$159.75	\$159.75
WANNA, LEON	SOFTBALL (FRI MEN'S)	220	22040					\$640.00	\$640.00
WELLE, JARI	MY FAVORITE DOLL SLU	220	22040					\$134.00	\$134.00

Total of all invoices: \$112,965.73

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
OMEGA EVENT SERVICES	2012 SLICE - TABLES, CHAIRS, STAGE	270	40250	3950			\$981.60	\$981.60
Total of all invoices:								\$981.60

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ACE SOLID WASTE	MAINT CENTER SOLID WASTE PICKUP	701	46500	3640				\$225.20	
ALLIED WASTE SERVICES #899	MARCH ALLIED WASTE SERVICES	210	42750	3190				\$28,126.42	\$28,126.42
ALLIED WASTE SERVICES #899	APRIL ALLIED WASTE SERVICES	210	42750	3190				\$46.37	\$46.37
C & E HARDWARE	FORESTRY SPRAY PAINT	101	43900	2180				\$6.42	\$6.42
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590				\$219.17	\$219.17
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-06-12	101	20431					\$348.92	\$348.92
HAAS, DAN	EXPENSE REIMBURSEMENT:WAVE CAFE SUPPLIES	220	43800	2590				\$13.98	\$37.75
		220	43800	2180				\$23.77	
METROPOLITAN COUNCIL ENVIRONME	SEWER SERVICE-MAY 2012	602	45550	3670				\$141,589.12	\$141,589.12
MINNESOTA POLLUTION CONTROL AG	WASTEWTR WKSH:PAULNO/GARCIA/CHMIELEWSKI	602	45550	4500				\$180.00	
PLUG'N PAY TECHNOLOGIES INC.	MARCH CC FEES E-COMM	220	43800	4890				\$4.01	\$59.70
		225	43400	4890				\$55.69	
PLUG'N PAY TECHNOLOGIES INC.	MARCH CC FEES RETAIL	220	43800	4890				\$234.30	
		225	43400	4890				\$101.10	\$335.40
ROSEVILLE, CITY OF	TITLE TRANSFER FEES FOR TRAILERS	701	46500	5400				\$63.50	\$63.50
SAM'S CLUB DIRECT	WAVE CAFE FOR RESALE	220	43800	2591				\$223.92	\$437.19
		220	43800	2180				\$49.12	
		220	43800	2590				\$164.15	
SHERBURNE SOIL & WATER CONSERV	WEED ID GUIDE 2ND EDITION - FORESTRY	101	43900	2180				\$8.85	
TOUSLEY FORD, INC	INS CLAIM PC00013308 CATALYTIC CONVERTER	260	47400	4340				\$716.28	
U S BANK/REVTRAK	MARCH 2012 CREDIT CARD FEES	101	44300	4890				\$183.77	\$8,429.65
		101	40500	4890				\$40.40	
		220	43800	4890				\$3,014.54	
		225	43400	4890				\$2,876.88	
		601	45050	4890				\$1,157.03	
		602	45550	4890				\$1,157.03	
Total of all invoices:								\$180,829.94	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
UNIVERSITY OF MINNESOTA	SCHAUM:SHADE TREE SHORT COURSE	101	43900	4500			-\$190.00	-\$190.00
BENDER, ERIC	DODGEBALL REF APRIL 4 & 11	225	43510	3190			\$75.00	\$75.00
FUST, HEIDI	EXPLORERS PRESCHOOL	220	22040				\$100.00	\$100.00
GENESIS EMPLOYEE BENEFITS, INC	ADMINISTRATION FEE: MARCH 2012	101	20416				\$360.45	\$360.45
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-13-12	101	20431				\$1,980.59	\$2,490.92
		101	20432				\$510.33	
GERETSCHLAEGER, JUNE	FACILITY REFUND	220	22040				\$170.52	\$170.52
HAUTH-SCHMID, REBECCA	PASS REFUND	220	22040				\$20.00	\$20.00
HEALTH PARTNERS	HEALTH INSURANCE: MAY 2012	101	20410				\$45,030.03	\$46,031.82
		101	20411				\$1,001.79	
HOFFARD, TERRI	ACTIVITY REFUND	220	22040				\$48.00	\$48.00
JOHNSTON, JAMES	PT JENNT 3 SESSIONS	220	22040				\$154.00	\$154.00
KUNZA, SHARI	REIMBURSEMENT FOR TRAINING	101	43400	4500			\$169.55	
LITTLE, ERIN	EXPLORERS PRESCHOOL	220	22040				\$45.00	\$45.00
MALONEY, MARK J.	MILEAGE & EXPENSE REIMBURSEMENT:JAN-MAR	101	42050	3270			\$279.06	\$279.06
MCCAREN DESIGNS INC	MAY HORTICULTURE SERVICES	220	43800	3190			\$1,278.23	
MENARDS CASHWAY LUMBER **FRIDL	BAGS	101	43710	2240			\$21.34	\$21.34
MENARDS CASHWAY LUMBER **FRIDL	LEAF BAGS	101	43710	2240			\$49.03	\$49.03
METROPOLITAN COUNCIL ENVIRONME	SAC CHARGES FOR MARCH 2012	602	20840				\$11,825.00	\$11,706.75
		602	34060				-\$118.25	
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL SALES TAX:MARCH 2012	701	46500	2120			\$248.64	
MINNESOTA DEPARTMENT OF REVENU	SALES USE TAX: MARCH 2012	220	21810				\$14,931.00	\$17,708.00
		220	21810				-\$8,556.00	
		701	46500	2120			\$167.00	
		601	21810				\$1,210.00	
		101	40210	4890			\$2.89	
		101	40550	2010			\$36.02	
		101	40550	2180			\$14.44	
		101	43710	2240			\$40.66	
		101	43900	2180			\$19.52	
		220	43800	2180			\$72.07	
		220	43800	2240			\$18.01	
		220	43800	3960			\$74.87	
		225	43520	2170			\$20.88	
		225	43530	2170			\$33.82	
		225	43535	3190			\$6.88	
		225	43555	2170			\$12.06	
		225	43580	2172			\$15.54	
		701	46500	2400			\$31.34	
		220	21810				\$9,557.00	
OFFICE MAX INCORPORATED	GENERAL OFFICE SUPPLIES	101	40200	2010			\$59.58	
PELTIER, TERRY	PASS REFUND	220	22040				\$20.00	\$20.00
PURE BLUE SWIM SHOP	COMMUNITY CENTER SWIM GEAR FOR RESALE	220	43800	2591			\$1,115.35	\$1,115.35
SCHAUM, JESSICA	ACTIVITY REFUND	220	22040				\$48.00	\$48.00
SCHOENROCK, CINDY	FACILITY REFUND	220	22040				\$287.24	\$287.24
SHOBERG, JO	REVVING	220	22040				\$32.50	\$32.50
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-426 DUDLEY	604	42600	3810			\$560.08	\$560.08
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-CHURCHILL PL/ST	604	42600	3810			\$522.76	\$522.76
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-HILLVIEW/OAKWOOD	604	42600	3810			\$513.67	\$513.67
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-COTTONWOOD/OAKWOOD	604	42600	3810			\$1,121.47	\$1,121.47
STAR TRIBUNE	ADVERTISING FOR COMMUNITY CENTER	459	43800	3190			\$5,488.00	\$5,488.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
T-MOBILE	MONTHLY CHARGES - 2/27 - 3/26/12	601	45050	3190			\$63.26	\$63.26
TOKLE INSPECTIONS INC	INSPECTION SERVICES APRIL 2012	101	44300	3090			\$3,199.84	\$3,199.84
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$1,504.01	\$1,504.01
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590			\$91.96	\$195.04
		101	40800	2180			\$103.08	
WURST, ANDREW	MILEAGE REIMBURSEMENT	101	43400	3270			\$29.47	\$29.47
XCEL ENERGY	UPGRADING SERVICE AVAILABILITY	441	47000	5900			\$575.71	\$575.71
Total of all invoices:								\$96,102.29

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
3M	SIGN OVERLAY FILM	101	42200	2180			\$887.80	\$887.80
3M	WHITE SIGN MATERIAL	101	42200	2180			\$745.59	\$745.59
A-1 HYDRAULICS SALES & SERVICE	PARTS FOR 306	701	46500	2220			\$78.36	\$78.36
ABLE HOSE & RUBBER INC.	WASH OUT HOSE AND SUPPLIES	701	46500	2180			\$84.16	\$84.16
ABLE HOSE & RUBBER INC.	HOSE	701	46500	2180			\$97.47	\$97.47
ADVANCED GRAPHIC SYSTEMS INC.	TONER HP1200	101	40550	2010			\$106.88	\$106.88
ADVANCED GRAPHIC SYSTEMS INC.	TONER HP2300	101	40550	2010			\$83.36	\$83.36
ALLEN, DEANNE	MINUTES - 3/19 CC, 4/2 CC	101	40200	3190			\$400.00	\$400.00
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.35	\$59.35
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.35	\$59.35
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$64.40	\$64.40
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970			\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$45.68	\$45.68
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$47.36	\$47.36
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$47.36	\$47.36
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970			\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$45.30	\$181.24
		601	45050	3970			\$45.30	
		602	45550	3970			\$45.30	
		603	45850	3970			\$22.67	
		701	46500	3970			\$22.67	
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970			\$46.16	\$184.64
		601	45050	3970			\$46.16	
		602	45550	3970			\$46.16	
		603	45850	3970			\$23.08	
		701	46500	3970			\$23.08	
AMERICAN FASTENER	SUPPLIES	101	42200	2180			\$73.05	
		601	45050	2280			\$89.44	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC/LESS CREDIT	220	43800	2110			\$11.77	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$67.58	\$67.58
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$2,361.41	\$2,361.41
AUTOMATIC SYSTEMS CO, INC	BOOSTER 4 SERVICE	601	45050	3190			\$281.40	\$281.40
BATTERIES PLUS	BATTERY FOR GATOR 2	701	46500	2220			\$48.74	\$48.74
BDI	PARTS FOR 580D	701	46500	2220			\$219.00	\$219.00
BDI	PARTS FOR TORO MOWER DECKS	701	46500	2220			\$21.30	\$21.30
BDI	PARTS FOR MOWER DECKS	701	46500	2220			\$34.54	
BEACON ATHLETICS	BALL FIELD MARKING SUPPLIES - PARKS	101	43710	2260			\$1,675.00	\$1,675.00
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$13.01	\$13.01
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$26.71	\$26.71
BEISSWENGERS HARDWARE	SHOP TOOLS CC	220	43800	2400			\$13.23	\$13.23
BEISSWENGERS HARDWARE	EYE BOLT	101	43710	2240			\$.96	\$.96
BEISSWENGERS HARDWARE	PAINT TO COVER GRAFFITI	101	43710	2240			\$34.66	\$34.66
BEISSWENGERS HARDWARE	NUTS BOLTS FOR SKATE PARK REPAIRS	101	43710	2240			\$4.71	\$4.71
BEISSWENGERS HARDWARE	NUTS BOLTS FOR SKATE PARK REPAIR	101	43710	2240			\$3.68	\$3.68
BEISSWENGERS HARDWARE	NUT BOLTS FOR SKATE PARK REPAIRS	101	43710	2240			\$8.04	\$8.04
BEISSWENGERS HARDWARE	ANCHORS FOR TRASH AND RECYCLE BARRELS	101	43710	2240			\$16.87	\$16.87
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$4.06	\$4.06
BEISSWENGERS HARDWARE	PARTS FOR Z-MASTER MOWERS	701	46500	2220			\$37.42	\$37.42
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240			\$21.42	\$21.42
BEISSWENGERS HARDWARE	LINE TO LAYOUT SOCCER FIELDS	101	43710	2240			\$13.35	\$13.35
BERMAD	VALVE REBUILD KIT FOR BOOSTER STATION	601	45050	2280			\$1,747.73	\$1,747.73

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
C & E HARDWARE	SHOP SUPPLIES	701	46500	2180				\$11.21	\$11.21
C & E HARDWARE	PARTS FOR MV-2	701	46500	2220				\$44.14	\$44.14
C & E HARDWARE	PRUNING SEAL	603	45850	2180				\$8.56	\$8.56
C & E HARDWARE	BUILDING SUPPLIES	701	46500	2183				\$10.71	\$10.71
C & E HARDWARE	PARTS FOR MV2	701	46500	2220				\$17.40	\$17.40
CDW GOVERNMENT, INC	MONITOR MOUNTS FOR TIMECLOCKING PROJECT	422	40550	5800				\$124.66	\$124.66
COMPLETE HEALTH, ENVIRONMENTAL	MARCH MTCE PLAN	101	40210	3190				\$610.00	\$610.00
CUMMINS NPOWER LLC	GENERATOR RENTAL CC	220	43800	3810				\$3,707.00	\$3,707.00
CUMMINS NPOWER LLC	REPAIR OF GENERATOR CC	220	43800	3810				\$12,172.87	\$12,172.87
EIDE SAW AND TOL SERVICE	CHIPPER KNIVES	701	46500	2220				\$104.00	\$104.00
FLEET FARM/GE CAPITAL RETAIL B	PARTS FOR MV-2	701	46500	2220				\$14.10	\$14.10
FLEET FARM/GE CAPITAL RETAIL B	SHOVELS	101	42200	2180				\$128.49	\$128.49
FLEET FARM/GE CAPITAL RETAIL B	SHOVELS & RAKES	101	42200	2180				\$85.66	\$85.66
GENERAL REPAIR SERVICE	REPAIR CHLORINE BOOSTER - WELL 6	601	45050	3190				\$550.68	\$550.68
GENESIS EMPLOYEE BENEFITS, INC	TRUSTEE FEE REBA PLAN II/ING FEE YEARLY	101	40210	3190				\$125.00	\$125.00
GOODIN COMPANY	WATER LINE SUPPLIES	701	46500	2183				\$369.87	\$369.87
GOODIN COMPANY	BUILDING SUPPLIES	701	46500	2183				\$31.23	\$31.23
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190				\$101.65	\$406.60
		602	45550	3190				\$101.65	
		603	45850	3190				\$101.65	
		604	42600	3190				\$101.65	
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190				\$68.25	\$273.00
		602	45550	3190				\$68.25	
		603	45850	3190				\$68.25	
		604	42600	3190				\$68.25	
GRAINGER, INC.	HARD HATS	601	45050	2280				\$67.00	\$67.00
GRAINGER, INC.	HARD HATS	601	45050	2280				\$55.59	\$55.59
GRAINGER, INC.	BATTERIES/FLASHLIGHT/GLOVES	101	43710	2180				\$26.31	\$26.31
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240				\$410.37	\$410.37
GRAINGER, INC.	MARKING WAND/MARKING PAINT/TAPE MEASURE	101	43710	2240				\$144.66	\$144.66
GRAINGER, INC.	MARKING PAINT	101	43710	2240				\$44.17	\$44.17
GRAINGER, INC.	KNEE BOOTS	101	43710	2180				\$38.79	\$38.79
HAMLIN UNIVERSITY	METRO WATERSHED CLEAN WATER CAMPAIGN	603	45850	4890				\$1,000.00	\$1,000.00
HAWKINS, INC.	POOL AND WHIRLPOOL CHEMICALS	220	43800	2160				\$1,389.76	\$1,389.76
HEWLETT-PACKARD COMPANY	PC REPLACEMENTS	422	40550	5800				\$1,366.86	\$1,366.86
HILLCREST ANIMAL HOSPITAL	BOARDING FEES	101	41100	3199				\$185.50	\$185.50
HILLYARD, INC - MINNEAPOLIS	REPAIRS TO CLEANING EQUIPMENT CC	220	43800	3890				\$153.34	\$153.34
HILLYARD, INC - MINNEAPOLIS	REPAIRS TO CLEANING EQUIPMENT CC	220	43800	3890				\$90.95	\$90.95
HILLYARD, INC - MINNEAPOLIS	REPAIRS TO CLEANING EQUIPMENT CC	220	43800	3890				\$50.87	\$50.87
HILLYARD, INC - MINNEAPOLIS	REPAIRS TO CLEANING EQUIPMENT CC	220	43800	3890				\$40.50	\$40.50
HILLYARD, INC - MINNEAPOLIS	REPAIRS TO CLEANING EQUIPMENT CC	220	43800	3890				\$584.50	\$584.50
HORIZON COMMERCIAL POOL SUPPLY	ADA ACCESS REPAIRS TO WHIRLPOOL	220	43800	3810				\$670.91	\$670.91
INDUSTRIAL DOOR COMPANY, INC	OVERHEAD GARAGE DOOR SERVICE	701	46500	3196				\$137.50	\$137.50
INSTRUMENTAL RESEARCH INC	MONTHLY SAMPLES	601	45050	3190				\$225.00	\$225.00
L T G POWER EQUIPMENT	PARTS FOR BEARCAT BLOWER	701	46500	2220				\$53.26	\$53.26
LEAGUE OF MINNESOTA CITIES	LOSS CONTROL SEMINAR: ENGBLOM	101	40500	4500				\$20.00	\$20.00
LEXINGTON FLORAL	FLOWERS - WARWICK	101	40200	4890				\$53.46	\$53.46
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICE	570	47000	5950				\$37.50	\$78.13
		101	40200	3360				\$40.63	
M-B COMPANIES, INC	TRACKLESS & TOOL-CAT BROOMS	701	46500	2220				\$888.88	
MAC QUEEN EQUIPMENT INC.	PARTS FOR S-2 SWEEPER	701	46500	2220				\$376.07	\$376.07

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MAC QUEEN EQUIPMENT INC.	PARTS FOR S-1 SWEEPER	701	46500	2220				\$37.47	\$37.47
MAC QUEEN EQUIPMENT INC.	PARTS FOR S-1 SWEEPER	701	46500	2220				\$665.29	\$665.29
MATHESON TRI-GAS INC	WHIRLPOOL CO2	220	43800	2160				\$89.66	\$89.66
MENARDS CASHWAY LUMBER **FRIDL	LEAF BAGS	101	43710	2110				\$24.52	\$24.52
MENARDS CASHWAY LUMBER **FRIDL	BUILDING SUPPLIES	701	46500	2183				\$3.08	\$3.08
MENARDS CASHWAY LUMBER *MAPLEW	BUILDING SUPPLIES	701	46500	2183				\$59.84	\$59.84
MENARDS CASHWAY LUMBER *MAPLEW	BUILDING SUPPLIES	701	46500	2183				\$42.47	\$42.47
MF ATHLETIC	FITNESS CENTER EQUIPMENT - 2 "STICKS"	220	43800	2180				\$66.31	\$66.31
MT HOLDINGS, LLC	EASEMENT PAYMENT FOR C.P. 11-05	442	47000	5930				\$15,000.00	\$15,000.00
MTI DISTRIBUTING, INC	PARTS FOR TORO 328D'S	701	46500	2220				\$392.72	\$392.72
MTI DISTRIBUTING, INC	PARTS FOR TORO 328D'S	701	46500	2220				\$77.11	\$77.11
MTI DISTRIBUTING, INC	PARTS FOR TORO MOWER DECKS	701	46500	2220				\$128.52	\$128.52
NAPA AUTO PARTS	PARTS FOR BEARCAT	701	46500	2220				\$3.47	\$3.47
NORTH AMERICAN SALT COMPANY	296.65 TONS OF ROCK SALT	101	42200	2181				\$21,175.42	\$21,175.42
NORTHERN ELECTRICAL CONTRACTOR	REPLACE STAIR LIGHTING BY PRESCHOOL	220	43800	3810				\$2,200.00	\$2,200.00
NORTHERN ELECTRICAL CONTRACTOR	REPLACE LIGHTS POOL PUMP ROOM	220	43800	3810				\$804.73	\$804.73
NORTHERN ELECTRICAL CONTRACTOR	WADING POOL PUMP DISCONNECT	220	43800	3810				\$179.50	\$179.50
OFFICE DEPOT	PAPER/OFFICE SUPPLIES	101	40200	2010				\$6.67	\$112.82
		225	43520	2170				\$106.15	
OFFICE DEPOT	CLASP ENVELOPES	101	40200	2010				\$7.63	
OFFICE DEPOT	KEY TAGS	101	43400	2010				\$9.41	\$9.41
OFFICE DEPOT	PENCIL SHARPENER	101	43400	2010				\$14.21	\$14.21
OFFICE DEPOT	CALCULATOR/GENERAL OFFICE SUPPLIES	101	40500	2010				\$124.62	\$146.70
		101	43400	2010				\$22.08	
OFFICE DEPOT	STORAGE SUPPLIES	101	40500	2010				\$11.98	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40100	2010				\$28.31	\$211.85
		101	43400	2010				\$183.54	
		101	40200	2010				\$28.85	
		101	40200	2010				-\$28.85	
ON SITE SANITATION INC	BUCHER PARK UNITS	101	43710	3950				\$46.58	
ON SITE SANITATION INC	COMMONS PARK UNITS	101	43710	3950				\$46.58	\$46.58
ON SITE SANITATION INC	LAKE JUDY PARK UNIT	101	43710	3950				\$21.95	\$21.95
ON SITE SANITATION INC	MCCULLOUGH PARK UNITS	101	43710	3950				\$49.26	\$49.26
ON SITE SANITATION INC	RICE CREEK FIELDS UNIT	101	43710	3950				\$8.21	\$8.21
ON SITE SANITATION INC	SHAMROCK PARK UNITS	101	43710	3950				\$46.58	\$46.58
ON SITE SANITATION INC	SITZER PARK UNITS	101	43710	3950				\$46.58	\$46.58
ON SITE SANITATION INC	THEISEN PARK UNIT	101	43710	3950				\$21.95	\$21.95
ON SITE SANITATION INC	WILSON PARK UNITS	101	43710	3950				\$46.58	\$46.58
ON SITE SANITATION INC	SNAIL LAKE SCHOOL UNIT	101	43710	3950				\$10.12	\$10.12
OPTUMHEALTH FINANCIAL SERVICES	MARCH COBRA-ADMIN FEE/RETIREEES/GEN NOT	101	40210	3190				\$57.20	\$57.20
ORKIN EXTERMINATING CO., INC.	PEST CONTROL SERVICES	220	43800	3190				\$152.97	\$152.97
PARTS ASSOCIATES, INC.	SHOP SUPPLIES	701	46500	2180				\$93.21	\$93.21
PLANET UNDERGROUND	LOCATOR SCHOOL - LYNN JOSLIN	601	45050	4500				\$300.00	\$595.00
		602	45550	4500				\$295.00	
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240				\$729.27	
PRESS PUBLICATIONS	ACCESS SHOREVIEW & JOB AD	101	40210	3360				\$418.78	\$663.87
		101	40400	3390				\$245.09	
QUALITY FLOW SYSTEMS INC	PUMP RENTAL	602	45550	3190				\$427.50	\$427.50
RAMSEY COUNTY	LAW ENFORCEMENT SERVICES-APRIL 2012	101	41100	3190				\$153,395.28	
REHBEIN'S BLACK DIRT/SNOW REMO	BLACK DIRT	602	45550	2280				\$71.07	\$71.07
SHORETSTOP ELECTRIC	WIRING INSTALLING EXTRA EXHAUST FAN	701	46500	3196				\$3,331.00	\$3,331.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SHRED RIGHT	RECORD DESTRUCTION	101	40210	4890			\$20.00	
		101	40500	4890			\$170.72	\$190.72
SIGNATURE AQUATICS, INC	REMOVAL OF WADING POOL FILTER	220	43800	3810			\$390.00	\$390.00
SOLBREKK	LASERFICHE SOFTWARE MAINT/LESS CREDIT	101	40550	3860			\$2,789.35	\$2,629.35
		101	40550	3860			-\$160.00	
SOLBREKK	LASERFICHE AVENTE UPGRADE	422	40550	5800			\$15,195.68	
STANLEY ACCESS, INC	REPAIRS TO LOWER LEVEL SLIDING DOOR	220	43800	3810			\$398.44	\$398.44
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT	101	42200	2180			\$1,524.91	\$1,739.82
		602	45550	2280			\$214.91	
TECH DEPOT	USB FLASH DRIVES	101	43400	2010			\$55.04	
TESSMAN SEED CO	WEED CONTROL HERBICIDE	101	43710	2260			\$203.06	\$203.06
TKE CORP	ELEVATOR CONTRACT SERVICE FEE	220	43800	3190			\$1,001.73	\$1,001.73
TWIN SOURCE SUPPLY	CLEANING SUPPLIES	701	46500	2183			\$309.00	\$309.00
VICTORY CORPS	REPAIR SUPPLIES PARKS	101	43710	2240			\$323.53	\$323.53
VIKING ELECTRIC SUPPLY INC	MULTI TAPS FOR BOOSTER 4	601	45050	2280			\$202.38	
VIKING INDUSTRIAL CENTER	SAFETY VESTS	101	43710	2180			\$127.18	\$127.18
VISU-SEWER CLEAN & SEAL INC	FLORAL DR CP12-01 SAN SWR TV INSPECTION	570	47000	5950			\$4,526.18	\$4,526.18
WSB & ASSOCIATES, INC.	WELLHEAD PLAN PART 2 - CONSULTING FEES	601	45050	4890			\$64.00	\$64.00
YALE MECHANICAL INC	REPAIRS TO SHOREVIEW ROOM STOVE	220	43800	3890			\$302.50	\$302.50
YALE MECHANICAL INC	POOL AHU CONTRACT MAINTENANCE	220	43800	3190			\$491.66	\$491.66
YALE MECHANICAL INC	REPAIRS TO BOILER FOR EXPANSION AREA	220	43800	3810			\$1,136.98	\$1,136.98
YALE MECHANICAL INC	REMOVE OLD IRON FILTER CC POOL	220	43800	3810			\$628.19	\$628.19
YALE MECHANICAL INC	HVAC SYSTEM REPAIRS CC	220	43800	3810			\$410.70	\$410.70
YALE MECHANICAL INC	HOOK UP NEW CHILLER TO HVAC SYSTEM	405	40800	3810			\$1,732.17	\$1,732.17
ZAHL-PETROLEUM MAINTENANCE CO	GREASE LINE REPAIRS	701	46500	3196			\$400.90	\$400.90
ZARNOTH BRUSH WORKS, INC.	BROOMS FOR SWEEPERS	701	46500	2220			\$2,833.26	\$2,833.26

Total of all invoices: \$273,675.81
 =====

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	26,839
Vendor number	00260 1 2012
Vendor name	GREENHAVEN PRINTING
Address	4575 CHATSWORTH STREET N SHOREVIEW, MN 55126

Date	Comment line on check	Invoice number	Amount
03-28-12	SPRING/SUMMER SHOREVIEWS	120442	\$23,202.55

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

Return to:	
------------	--

Account Coding	Amount
101 40400 3390	\$20,206.55
101 40400 3220	\$2,996.00

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) <i>Tessia Melvin</i>	Tessia Melvin
Approved by: (signature required) <i>Terry Schwerm</i>	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	27,018		
Vendor number	01901 1	2012	
Vendor name	ALLIED WASTE SERVICES #899		
Address	PO BOX 9001154 LOUISVILLE, KY 40290-1154		

Date	Comment line on check	Invoice number	Amount
03-25-12	MARCH ALLIED WASTE SERVICES	0899-002023104	\$28,126.42

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

Return to:

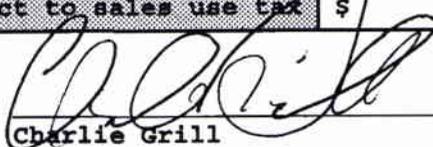
This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
210 42750 3190	\$28,126.42

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	27,042
Vendor number	00416 1 2012
Vendor name	METROPOLITAN COUNCIL ENVIRONMENTAL
Address	SERVICES SDS 12-1064 P.O. BOX 86 MINNEAPOLIS MN 55486-1064

Date	Comment line on check	Invoice number	Amount
04-03-12	SEWER SERVICE-MAY 2012	986185	\$141,589.12

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
602 45550 3670	\$141,589.12

Is sales <u>tax</u> included on invoice?	<u>Not</u> Taxable
If no, amount subject to sales use tax	\$
Reviewed by: <u>Debbie Engblom</u> 4-5-12 (signature required) Debbie Engblom	
Approved by: <u>Terry Schwerm</u> (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	27,083
Vendor number	01276 1 2012
Vendor name	HEALTH PARTNERS
Address	NW 3600 PO BOX 1450 MPLS MN 55485-3600

Date	Comment line on check	Invoice number	Amount
04-10-12	HEALTH INSURANCE: MAY 2012	40117972/7973	\$46,031.82

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
101 20410	\$45,030.03
101 20411	\$1,001.79

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

Reviewed by: J. Kuschel
 (signature required) Jodee Kuschel

Approved by: TJ
 (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	

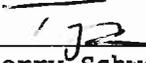
Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	26,817
Vendor number	03049 1 2012
Vendor name	NORTH AMERICAN SALT COMPANY
Address	P.O. BOX 277043 ATLANTA GA 30384-7043

Date	Comment line on check	Invoice number	Amount
03-22-12	296.65 TONS OF ROCK SALT	70815499	\$21,175.42

Account Coding	Amount
101 42200 2181	\$21,175.42

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by:	
(signature required) Pat Dunn	_____
Approved by:	
(signature required) Terry Schwerm	_____

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	26,945
Vendor number	01337 2 2012
Vendor name	RAMSEY COUNTY
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Date	Comment line on check	Invoice number	Amount
04-03-12	LAW ENFORCEMENT SERVICES-APRIL 2012	SHRFL-001125	\$153,395.28

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41100 3190	\$153,395.28

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve Resolution 12-27 accepting donations to the Parks and Recreation Department for Safety Camp in the amount of \$50.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN _____ _____

QUIGLEY _____ _____

WICKSTROM _____ _____

WITHHART _____ _____

MARTIN _____ _____

TO: MAYOR AND CITY COUNCIL

**FROM: TERRI HOFFAD
DEPUTYCLERK**

DATE: APRIL 4, 2012

SUBJECT: ACCEPTANCE OF DONATIONS FOR SAFETY CAMP

INTRODUCTION

Shoreview Parks and Recreation provides a wide range of year-round activities, programs and events for all ages, interests and abilities. Their programs provide opportunities to learn life skills, stay fit and active and connect with the community.

BACKGROUND

Each year, the Parks and Recreation Department sponsors a Safety Camp for 7 to 13 year olds. The purpose of the Safety Camp is to enhance children's ability to react safely to a variety of situations. The camp explores issues concerning fire, water, bike, home, dangerous weather, and personal safety. A donation was received from the Edmond-Ollhoff Auxiliary to Veterans of Foreign Wars Post No. 2609 in the amount of \$50 to help fund this camp.

RECOMMENDATION

Pursuant to City policy, the Council must officially accept any gifts of financial value. It is recommended that the Council adopt Resolution 12-27 accepting donations for the Parks and Recreation Department Safety Camp in the amount of \$50.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD APRIL 16, 2012**

* * * * *

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 April 16, 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. 12-27

A RESOLUTION ACCEPTING DONATIONS FOR THE
PARKS AND RECREATION DEPARTMENT SAFETY CAMP

WHEREAS, the City of Shoreview has received the donation of \$50 from the Edmond-Ollhoff Auxiliary to Veterans of Foreign Wars Post No. 2609;

WHEREAS, the City Council is appreciative of the donations.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Shoreview, acknowledges and accepts the donation of \$50 with gratitude and that the donations will be appropriated to the Safety Camp.

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 16th day of APRIL, 2012.

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 16th day of April, 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 the acceptance of gifts for the Parks and Recreation Safety Camp.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 17th day of April, 2012.

Terry C. Schwerm, City Manager

PROPOSED MOTION

Moved by Councilmember _____

Seconded by _____

To approve the inter-fund transfers and inter-fund loans outlined in the attached report for the year ended December 31, 2011.

ROLL CALL:	Ayes	Nays
Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Jeanne A. Haapala
Finance Director
City Council Meeting
April 16, 2012

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director 

DATE: April 6, 2012

RE: 2011 Year-end Summary, Inter-fund Transfers and Loans

Introduction

Each year, prior to issuance of the comprehensive annual financial report, the finance department requests final Council approval for transfers between funds, and for the inter-fund loans necessary to offset temporary deficit cash balances. Since transfers between funds, and inter-fund loans require Council approval, this summary precedes issuance of the financial report.

General Fund Operating Fund Results

The table at right provides a summary of 2011 General fund activity.

Overall, revenues exceeded the budget allowances by 2.8%, and expenditures were 1.9% below budget.

Primary variances for 2011 are discussed below and on the next page.

Revenue variances include:

- Property tax collections remain near 99%, leaving about 1% uncollected at year-end (\$80,061 below budget).
- License and permit revenue exceeded the budget by \$160,093 due to building, heating and electrical permits, and for rental licensing fees.
- Intergovernmental revenue

exceeded the budget by \$12,919 due primarily to the receipt of local performance aid (\$3,506 for compliance with the new performance measure program), an MSA maintenance allocation that was \$6,611 higher than budgeted, and the receipt of \$2,880 in market value credit.

General Fund	Amended Budget	Actual	Variance
Revenues:			
Property taxes	\$ 6,345,734	\$ 6,265,673	\$ (80,061)
Licenses and permits	281,150	441,243	160,093
Intergovernmental	175,602	188,521	12,919
Charges for services	1,132,240	1,198,357	66,117
Fines and forfeits	42,500	62,135	19,635
Earnings on investments	50,000	79,714	29,714
Other	26,442	40,264	13,822
Total Revenues	\$ 8,053,668	\$ 8,275,907	\$ 222,239
Expenditures:			
General government	\$ 1,939,849	\$ 1,839,812	\$ (100,037)
Public safety	2,573,947	2,556,068	(17,879)
Public works	1,376,037	1,298,219	(77,818)
Parks and recreation	1,681,472	1,716,548	35,076
Community development	526,804	530,288	3,484
Total Expenditures	\$ 8,098,109	\$ 7,940,935	\$ (157,174)
Transfers in	476,451	471,450	(5,001)
Transfers out	(432,010)	(751,145)	(319,135)
Change in fund balances	\$ -	\$ 55,277	55,277
Beginning fund balance		<u>3,921,135</u>	
Ending fund balance		<u><u>\$ 3,976,412</u></u>	

- Charges for services exceeded the budget by \$66,117 due to capital project administrative charges and plan check fees.
- Fines and forfeit revenue exceeded the budget by \$19,635 due to the net impact of lower court fine and false alarm revenue, which was more than offset by administrative citation revenue.
- Earnings on investments were \$29,714 higher than budgeted due to market value adjustments at year-end.

Expenditure variances include:

- General government is \$100,037 below budget (5.2% below) due spending below budget in every activity. Savings include lower contributions to community organizations, training, full-time staff costs (reclassification of a position from full-time to part-time and unpaid leave), contractual costs, publishing, insurance, and legal fees.
- Public safety is \$17,879 below budget (.7% below) to savings in police costs.
- Public works is \$77,818 below budget (5.7% below) due to costs below budget in all activities except Public Works Administration and Engineering. Savings include lower full-time staff costs (due a vacancy), and lower forestry and trail costs.
- Parks and recreation exceeded the budget by \$35,076 (2.1%) due to leave balance payoffs due to a retirement, and the installation of a sump pump at the Lepak Larson house.
- Community development exceeded the budget by \$3,484 (.7%) due to higher contracted electrical inspection costs.

Fund Balance Policy - The City's fund balance policy, as revised in 2009, sets a minimum and maximum fund balance for the City's General fund. Fund balances above the maximum are considered a one-time source (non-recurring), to be transferred out of the fund for non-recurring uses, or to reduce future debt levies.

- The minimum fund balance is designed accommodate cash flow needs, to accommodate the timing of property tax receipts (typically received in June and December). This allocation is equal to 50% of the 2012 General Fund property tax levy.
- An unanticipated event allocation (designed to create a cushion for unanticipated costs and/or revenue declines) is established up to a maximum of 10% of the 2012 General Fund expenditures.
- Special allocations are established on occasion to accommodate anticipated costs or to anticipate lost revenue in the near future. No special allocations are recommended for 2011.
- The maximum General fund balance is equal to the combined cash flow designation, unanticipated event allocation, and special designations. The General surplus at the end of 2011 is \$311,728 above the maximum fund balance, and therefore a transfer out in the same amount will

require City Council approval before staff may process final entries and begin issuance of the financial report.

	2009	2010	2011
Fund balance designations:			
Cash flow allocation	\$ 3,065,000	\$ 3,122,868	\$ 3,183,530
Unanticipated event allocation	772,648	798,267	792,882
Special allocations:			
Community survey	25,000	-	-
Total General Fund Balance	\$ 3,862,648	\$ 3,921,135	\$ 3,976,412

Transfers and Inter-fund Loans Between Funds

All transfers between funds require Council approval, either through the budget document or separate action. Although planning for inter-fund transfers occurs as a routine part of the City's budget document, we do expect changes due to project delays, changes in funding sources, changes in project costs, or the timing of outside revenues. It is important to note that all transfers outlined in this report were anticipated and are consistent with the City's funding plans and the Five-year Operating Plan.

The inter-fund transfers shown on the attached summary are grouped into the following five categories. Transfers which exceed the budget authorization are described below and require Council approval.

1. Fund closings
2. Debt funding (no changes to budgeted transfers)
3. Capital funding
4. Operating transfers
5. General Fund Balance Policy transfers

Fund Closings – The following transfers close funds in 2011.

- \$9,090.34 – Transfer from the Street Renewal Fund to the Hawes/Demar fund to cover final costs and close the project fund.
- \$34,304.93 – Transfer from the Street Renewal Fund to the 2010 Pavement Rehabilitation fund to cover final costs and close the project fund.
- \$6,694.43 – Transfer remaining fund balance in the Closed Construction Fund to the Closed Debt Fund and close the project fund because it has a small fund balance, and has no purpose for the future. Moving the remaining balance to the Closed Debt Service Fund will simplify the annual financial report by eliminating a fund, and will preserve the ability to use the balance at the discretion of the City Council since there is no outstanding debt associated with the Closed Debt Service Fund.
- \$11,644.43 – Transfer unused bond proceeds from the Hawes/Demar to the 2010 G.O. Improvement Bond Fund (per bond requirements) and close the project fund.

Capital Funding – The following transfers provide support for capital costs.

- \$23,606.70 – Transfer from the Cable TV Fund to the Capital Acquisition Fund for costs associated with computer system replacements.
- \$1,223,973.14 – Transfer from the MSA Fund to the 2011 MSA Street Rehabilitation project fund for project costs.
- \$153,256.32 – Transfer from the Street Renewal Fund to the Buffalo Lane project fund to cover costs incurred to date.
- \$229,190.27 – Transfer from the General Fixed Asset Fund to the Capital Acquisition Fund for costs associated with computer system replacements.
- \$40,654.94 – Transfer from the Capital Improvement Fund to the Capital Acquisition Fund for costs associated with computer system replacements.

Operating Transfers – The following transfers provide support for operating costs.

- \$10,861.03 – Transfer from the General Fund to the HRA fund to cover operating costs reclassified to the HRA fund through the 2011 budget reallocation, because the costs were originally financed through General Fund revenue.

General Fund Balance Policy Transfer – The City’s fund balance policy requires that excess General Fund balances be transferred and used for a one-time expense or to reduce future debt levies.

- \$311,728.00 – Transfer from the General fund to the Closed Debt Service fund to be used for reductions to future debt service tax levies or for a future use determined by the City Council. Funds held within the Closed Debt Service fund are at the discretion of the City Council since there is no outstanding debt associated with the fund.

Inter-fund Loans

Pursuant to Governmental Accounting and Financial Reporting Standards, any temporary cash deficit within a fund must be reclassified as a loan from another fund. Since inter-fund transactions require Council approval, the inter-fund loans that satisfy this guideline are presented for Council consideration.

- \$46,332.85 – Inter-fund loan from TIF District #1 (non-Deluxe parcels) to the Owasso Realignment project, to cover preliminary project costs. The loan is to be repaid with interest through tax increment receipts generated from a new TIF district.
- \$25,000.00 – Inter-fund liability due from TIF District #4 (Scandia Shores) to TIF District #2 (City Center) to cover an unpaid inter-fund obligation relating to reimbursement of Bridge Street costs. The inter-fund obligation remains unpaid at year end due to the timing of TIF receipts in TIF District #4. The revenue is typically received in December but was delayed until January due to the timing of receipt at the County.

Typically loans between funds are intended to address temporary cash deficits that will be supported by future revenues. In these instances the average rate of return on the City’s total investment portfolio is charged and the loan is repaid as quickly as cash flow allows.

Recommendation

Staff recommends approval of the inter-fund transfers outlined in this report for the year ended December 31, 2011.

Changes in 2011 Transfers Between Funds

From Fund	To Fund	Amended Budgeted Transfer	Actual Transfer	Transfers That Increased	Description
INTERFUND TRANSFERS					
Fund Closings					
402	566*	\$ 1,750,000.00	\$ 80,652.85	\$ -	MSA contribution, Hamline Ave reconstruction prelim costs - project cancelled
404	565*	-	9,090.34	9,090.34	Street Renewal contribution, Hawes/Demar, final costs
404	567*	-	34,304.93	34,304.93	Street Renewal contribution, 2010 Pavement Rehabilitation, final costs
501*	351	-	6,994.43	6,994.43	Close the Closed Construction Fund, transfer balance to Closed Debt Fund
565*	380	-	11,644.43	11,644.43	Close Hawes/Demar project, transfer balance to 2010 Debt Fund
		1,750,000.00	142,686.98	62,034.13	
Debt Funding					
101	318	100,000.00	100,000.00	-	General Fund contribution, 2002 Community Center expansion debt payments
364	314	380,000.00	380,000.00	-	City Center TIF contribution, 2004 TIF Refunding bond payments
364	319	45,000.00	45,000.00	-	City Center TIF contribution, 1999 TIF bond payments
405	318	180,000.00	180,000.00	-	General Fixed Asset contribution, Community Center expansion debt payments
459	318	165,000.00	165,000.00	-	Capital Impr Fund contribution, Community Center expansion debt payments
		870,000.00	870,000.00	-	
Capital Funding					
220	459	100,000.00	-	-	Community Center contrib, outdoor wading pool costs - project cancelled
230	422	20,000.00	23,606.70	23,606.70	Cable TV contribution, cable share of computer acquisition costs
305	364	50,000.00	50,000.00	-	Scandia Shores TIF contribution, reimburse Bridge Street costs
402	569	-	1,223,973.14	1,223,973.14	MSA contribution, 2011 MSA Street Rehabilitation
404	568	-	153,256.32	153,256.32	Street Renewal contribution, Buffalo Ln costs
405	422	189,400.00	229,190.27	229,190.27	General Fixed Asset contribution, computer acquisition costs
459	422	31,000.00	40,654.94	40,654.94	Capital Impr Fund contribution, computer acquisition costs
601	422	3,800.00	-	-	Water contribution, computer acquisition costs
602	422	3,800.00	-	-	Sewer contribution, computer acquisition costs
701	422	14,500.00	-	-	Central Garage Fund contribution, computer acquisition costs
		412,500.00	1,720,681.37	1,670,681.37	
Operating Transfers					
101	220	227,000.00	227,000.00	-	General Fund contribution, Community Center operating costs
101	225	65,000.00	65,000.00	-	General Fund contribution, Recreation Program operating costs
101	240	30,010.00	26,556.10	-	General Fund contribution, EDA operating costs
101	241	-	10,861.03	10,861.03	General Fund contribution, HRA operating costs
101	270	10,000.00	10,000.00	-	General Fund contribution, Slice of Shoreview event
225	220	70,000.00	70,000.00	-	Recreation Programs contribution, Community Center operating costs
230	101	135,451.00	130,449.86	-	Cable TV contribution, General Fund communication costs
601	101	160,000.00	160,000.00	-	Water contribution, General Fund operating costs
601	701	65,000.00	65,000.00	-	Water contribution, maint center debt payments
602	101	122,000.00	122,000.00	-	Sewer contribution, General Fund operating costs
602	701	65,000.00	65,000.00	-	Sewer contribution, maint center debt payments
603	101	50,000.00	50,000.00	-	Surface Water contribution, General Fund operating costs
603	701	47,000.00	47,000.00	-	Surface Water contribution, maint center debt payments
604	101	9,000.00	9,000.00	-	Street Lighting contribution, General Fund operating costs
604	701	3,600.00	3,600.00	-	Street Lighting contribution, maintenance center debt payments
		1,059,061.00	1,061,466.99	10,861.03	
General Fund Balance Policy					
101	351	-	311,728.00	311,728.00	Final transfer out to Closed Debt Fund, per General Fund balance policy
Total		\$ 4,091,561.00	\$ 4,106,563.34	\$ 2,055,304.53	
INTERFUND LOANS AND LIABILITIES					
				Loan Amount	
307	571		\$ 46,332.85	\$ 46,332.85	Loan from TIF #1/Deluxe District to Owasso Realignment project
305	364		\$ 25,000.00	\$ 25,000.00	Inter-fund liability from TIF #4/to TIF #2 for Bridge Street reimbursement
			\$ 71,332.85	\$ 71,332.85	

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-28, authorizing the execution of a HUD amendment to the regulatory agreement, consent to the assignment of the tax increment financing and an amended and restated master subordination agreement and estoppel certificate relating to the refinancing of Lexington Shores.

VOTE:	AYES: _____	NAYS: _____
Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Memorandum

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: April 12, 2012

Re: Resolution Authorizing the Execution of a HUD Amendment to Regulatory Agreement, Consent to Assignment of Tax Increment Financing and Amended and Restated Master Subordination Agreement and Estoppel Certificate – All Relating to the Refinancing of Lexington Shores

Introduction

Sherman and Associates, the developer of the Lexington Shores multi-family senior housing redevelopment project at Lexington Avenue and County Road D is in the process of refinancing outstanding debt on the project and has requested the City give its consent to the assignment of the tax increment revenue note to the new lending institution. A resolution has been prepared for City Council consideration.

Discussion

The City created a tax increment financing (TIF) redevelopment district and entered into an agreement in 2001 between Lexington Shores and the City that provided public assistance through a tax increment revenue note pledge to facilitate the redevelopment of a blighted commercial corner. Sherman and Associates developed a mixed-use project that included 15 townhomes targeted at first-time homebuyers, and a 68-unit senior rental housing complex called The Shores, which included ground floor retail space.

Since the development's completion, the City has been making agreed upon payments back to the developer for eligible expenses pursuant to the terms of the TIF Development Agreement. The City issued a tax increment revenue note to Lexington Shores which is payable from the tax increment generated each year from the property.

The developer is now pursuing refinancing of the debt and the City is a party to the financing agreements, the City must consent to the assignment to the tax increment revenue note and agree to subordinate its interests in the project to the interests of the project lenders.

A Housing and Urban Development (HUD) regulatory agreement was also recorded with the original project that stipulated certain income levels for a percentage of the apartment units. As part of this request, the City is being asked to also agree to an amendment to the HUD regulatory agreement to comply with new HUD regulations. This request includes a change to the age requirement from the originally approved 65+ to now 55+ years of age to qualify as a

resident of the complex. The developer/owner states that the change in the age requirements will allow the property to lease to residents that may still be in the work force and more qualified households to provide better occupancy. This change is consistent with our other senior housing properties. This action will not change the income target levels that were originally agreed to when the project was approved by the City. The property will still lease 20% of the units to persons at or less than 50% of the median income level.

The City's tax increment development attorney and staff have been working with financial and legal representatives of Sherman and Associates in the preparation of a number of documents necessary for the refinancing. Attached is a memorandum from our development attorney Robert Deike, outlining in greater detail the requested action.

Recommendation

Included for consideration is draft Resolution No. 12-28, which would authorize the execution of a HUD amendment to the regulatory agreement, consent to the assignment of the tax increment financing and an amended and restated master subordination agreement and estoppel certificate relating to the refinancing of Lexington Shores.

The forms of the consent and subordination agreement are essentially the same forms the City signed when the project was initially financed and consistent with the terms with the exception of some statement revisions that are no longer relevant and/or conditions that have been met. Staff recommends approval and the adoption of the proposed resolution as presented.

Memo

To: Tom Simonson
From: Robert J. Deike
Date: April 11, 2012
Re: Lexington Shores Refinancing Documents

This is in response to your request for a brief explanation of the documents the City of Shoreview is being asked to execute in connection with the refinancing by Lexington Shores, LLC, of the debt on its multi-family residential rental project in the City.

Lexington Shores and the City executed a Development Agreement dated June 29, 2001, under which Lexington Shores built the rental project. The project was financed in part with the proceeds of housing revenue bonds issued by the City. Pursuant to the Development Agreement, the City issued a tax increment revenue note to Lexington Shores which is payable from the tax increment generated from the rental facility.

In connection with the financing of the project, a HUD regulatory agreement was required to be recorded against the project. Also, the City was asked to and agreed to consent to an assignment of the tax increment note to Lexington Shores' lender and to subordinate its interests in the project to the interests of Lexington Shores' lenders.

Lexington Shores is in the process of refinancing its debt on the project. The City is being asked to reaffirm its consent to the assignment of the tax increment note with respect to the new lender and its agreement to subordinate its interest in the project to the new lender and to agree to an amendment to the HUD regulatory agreement to comply with new HUD regulations.

The forms of the consent and the subordination agreement provided to the City are essentially the same forms that the City signed when the project was initially financed, except for the consent which contains some additional statements by the City that deal with some matters in the development agreement that are no longer relevant due to the passage of time.

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 12-28

RESOLUTION AUTHORIZING THE EXECUTION OF A HUD AMENDMENT TO REGULATORY AGREEMENT, A CONSENT TO ASSIGNMENT OF TAX INCREMENT FINANCING AND AN AMENDED AND RESTATED MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREVIEW (the "City") AS FOLLOWS:

WHEREAS, the City of Shoreview, Minnesota (the "City") and Lexington Shores, LLC (the "Developer") entered into a Development Agreement dated as of June 29, 2001 (the "Development Agreement") pursuant to which the Developer constructed a multifamily residential development (the "Improvements") on certain real property in the City; and

WHEREAS, the City issued its \$6,010,000 Multifamily Housing Revenue Bonds (GNMA Collateralized Mortgage Loan – Lexington Shores Project), Series A ("Series A Bonds") and \$2,010,000 Taxable Multifamily Housing Revenue Bonds (GNMA Collateralized Mortgage Loan – Lexington Shores Project, Series B ("Series B Bonds") (collectively the Series A Bonds and Series B Bonds are referred to herein as "Bonds") to finance the acquisition and construction of the Improvements, and in connection therewith, the City required that certain land-use restrictions be recorded against the Improvements in the form of a regulatory agreement; and

WHEREAS, pursuant to the Development Agreement, the City has issued to the Developer a tax increment revenue note (the "Note") payable from tax increment generated from the City's Tax Increment Financing District No. 6; and

WHEREAS, the Developer executed an assignment to its lender of the tax increment financing assistance provided by the City under the Development Agreement and the City consented to such assignment; and

WHEREAS, the Developer is proposing to refinance the debt currently existing with respect to the Improvements and, as a condition to such refinancing, the Developer's new lender is requiring that certain documents be approved and executed by the City; and

WHEREAS, there has been presented to the City for its approval a HUD Amendment to Regulatory Agreement amending the initial regulatory agreement recorded against the subject property, a Consent by the City to the Developer's new assignment of the tax increment financing provided under the Development Agreement, and an Amended and Restated Master Subordination Agreement and Estoppel Certificate.

NOW, THEREFORE, be it hereby resolved by the City Council of the City that the appropriate officers of the City are hereby authorized to execute the HUD Amendment to Regulatory Agreement, the Consent to the Developer's assignment of the tax increment

financing, and the Amended and Restated Master Subordination Agreement and Estoppel Certificate in substantially the form presented to the City Council, subject to such changes as may be approved by the City Manager and the City's legal counsel.

Adopted this 16th day of April, 2012.

Mayor

Attest:

CONSENT OF THE CITY OF SHOREVIEW, MINNESOTA

The City of Shoreview, Minnesota, a municipal corporation of the State of Minnesota (the "City") acknowledges that it has reviewed the Amended and Restated Assignment of Tax Increment Financing entered into by and between Lexington Shores LLC, a Minnesota limited liability company (the "Developer") and Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company (the "Lender") dated as of April 1, 2012 (the "Assignment") and, subject to the provisions of Paragraph 2 below, consents to the terms thereof and to the assignment of the Tax Increment Financing including the Development Agreement to the Lender and to a subsequent assignment by Lender to its successors or assigns. Terms used but not defined herein shall have the meanings ascribed thereto by the Assignment. The City agrees from and after the date of the Assignment upon request by the Lender or its successors and assigns to make all payments on the Tax Increment Financing described in the Assignment to such requesting party at such address as it shall be directed in writing.

1. The City further represents and warrants to the Lender:
 - a. That it has received good and valuable consideration for the TIF Note and the Development Agreement.
 - b. That the total unpaid balance due on the TIF Note is \$ _____, and the total accrued interest on the TIF Note is \$ _____.
 - c. To the actual knowledge of the undersigned, the Developer is in full compliance with the terms of the Development Agreement and the Development Agreement and the TIF Note remains in full force and effect.
 - d. To the actual knowledge of the undersigned, there are no defenses, setoffs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness evidenced thereby. The TIF Note has not been amended or modified except as described in the Assignment and is a valid and enforceable obligations of the City in accordance with its terms.
 - e. The Grant Agreement between Developer and the City dated November 30, [2001] is no longer effective because the Grant (as defined therein) was properly disbursed to Developer and was used by Developer for the appropriate activities described in the DTED Grant Agreement (as defined therein).
 - f. There is no default under the terms of the loan in the amount of \$284,000 given to the City by Ramsey County (as referenced in Section 6.3 of the Development Agreement between Developer and the City dated June 29, 2001).
 - g. The \$25,000 loan given by the City to Developer pursuant to that certain Promissory Note dated November 30, 2001 has been paid in full.

- h. The Business Subsidy Agreement between the City and Developer dated _____ is no longer effective because Developer has continuously operated the Commercial Component (as defined therein) for the five (5) year period required thereunder.
- i. The Certificate of Completion (as defined in the Development Agreement) will issue on or before the date of this Consent.

2. This Consent to the Assignment of Tax Increment by the Developer to Lender shall not in any way deprive the City or limit any of the City's rights or remedies under the Development Agreement and shall not relieve the Developer of any of its obligations under the Development Agreement. Notwithstanding this Consent to the Amended and Restated Assignment of the Development Agreement to the Lender, this Consent is conditioned on Lender or any transferee or purchaser from the Lender assuming in writing the remaining unfulfilled obligations of the Developer under the Development Agreement.

3. In addition to providing the Developer notice of default under the Development Agreement, the City agrees to provide Lender, its successors and assigns with copies of any notice of default given under the Development Agreement and that Lender, its successors and assigns, shall have the right but not the obligation to cure any such default on behalf of the Developer within the time specified in the Development Agreement, provided that should possession of the Premises be necessary in order to cure such default, such time shall include a reasonable amount of time for Lender to obtain possession of the Premises and to cure such default. Should an Event of Default occur under the Development Agreement, such that the City has the right to cancel, terminate or rescind the TIF Note and the Development Agreement, the City shall honor the TIF Note as a direct obligation to Lender, its nominee, successors or assigns, for the remaining unpaid principal balance thereof provided that Lender has cured the Event of Default under the Development Agreement, except Events of Default resulting from a bankruptcy filing by the Developer or foreclosure of the Mortgage.

[signature on next page]

Dated: April ____, 2012

CITY OF SHOREVIEW, MINNESOTA, a
municipal corporation of the State of Minnesota

By: _____

Its: _____

**AMENDED AND RESTATED
LEXINGTON SHORES APARTMENTS
MASTER SUBORDINATION AGREEMENT
AND ESTOPPEL CERTIFICATE**

THIS AMENDED AND RESTATED MASTER SUBORDINATION AGREEMENT (“Agreement”) made and entered into as of the 1st day of April, 2012, by and among **LEXINGTON SHORES LLC**, a Minnesota limited liability company, with offices located at 233 Park Avenue South, Suite 201, Minneapolis, Minnesota 55415 (“Borrower”), **OAK GROVE COMMERCIAL MORTGAGE, LLC**, a Delaware limited liability company, with its offices located at 2177 Youngman Avenue, St. Paul, Minnesota 55116 (“Oak Grove”); the **CITY OF SHOREVIEW**, a municipal corporation of the State of Minnesota, with its offices located at Shoreview City Hall, 4600 North Victoria Street, Shoreview, Minnesota 55126 (the “City”); and **RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY**, a public body corporate and politic of the State of Minnesota, with its offices located at 250 Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102 (“HRA”).

RECITALS:

WHEREAS, Oak Grove’s predecessor in interest, Glaser Financial Group, Inc., a Minnesota corporation (“Glaser”) made a mortgage loan to Borrower in the original principal amount of Eight Million Twenty Thousand and No/100ths Dollars (\$8,020,000.00) (“Original Loan”) which Original Loan is insured by The Federal Housing Administration (“FHA”) of the United States Department of Housing and Urban Development (“HUD”) under Section 221(d)(4) of the National Housing Act of 1934, as amended; and

WHEREAS, Oak Grove is the holder of (i) a Mortgage Note dated December 1, 2001, in the original principal amount of Eight Million Twenty Thousand and No/100ths Dollars (\$8,020,000.00) given by Borrower in favor of Glaser (“Original Note”), and (ii) a Mortgage dated December 1, 2001, from Borrower to Glaser recorded on December 3, 2001 in the Office of the County Recorder of Ramsey County, Minnesota, as Document No. 3446128 (“Original Mortgage”) encumbering a multifamily housing facility known as “The Shores” in Shoreview, Minnesota (“Project”) on real property described on Exhibit A attached hereto (“Mortgaged Property”). MMA Mortgage Investment Corporation (“MMA”), a Florida corporation, was the successor to Glaser by merger. The Original Mortgage was assigned by MMA to Lender pursuant to that certain Assignment of Mortgage dated May 15, 2009, filed July 16, 2009 in the Office of the County Recorder, Ramsey County, Minnesota, as Document No. 4170405, and

concurrently herewith Borrower and Oak Grove are amending and restating the terms of the Original Mortgage in its entirety pursuant to that certain Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement;

WHEREAS, Borrower is refinancing the Original Loan with Oak Grove with a loan in the original principal amount of _____ and No/100ths Dollars (\$_____) (“Oak Grove Loan”) which Oak Grove Loan is being insured by the FHA of HUD under the Act pursuant to the FHA’s Commitment dated _____, 2012, FHA Project No. 092-_____;

WHEREAS, Borrower has obtained a loan of federal HOME loan funds from the HRA in the original principal amount of Two Hundred Sixty Thousand and No/100ths Dollars (\$260,000.00) (the “HOME Loan”), none of which has been disbursed, which will be used for the construction of the Premises; and

WHEREAS, the City has established its Tax Increment Financing District No. 6 of which is the Premises is a part and the City agreed to provide certain tax increment financing to Borrower on the Premises in the form of reimbursements to Borrower out of tax increments pursuant to Minnesota Statutes §469.176 (the “Tax Increment Financing”) which will be used for the construction of the Premises and the maintenance of certain low income housing rental units; and

WHEREAS, in conjunction with the Oak Grove Loan, Borrower and Oak Grove have entered into and executed those certain documents and agreements identified in Exhibit B attached hereto and incorporated herein by reference (the “Oak Grove Loan Documents”); and

WHEREAS, in conjunction with the HOME Loan, Borrower and the HRA have entered into and executed those certain documents and agreements identified in Exhibit C attached hereto and incorporated herein by reference (the “HOME Loan Documents”); and

WHEREAS, in conjunction with the Tax Increment Financing, Borrower and the City have entered into and executed those certain documents and agreements identified in Exhibit D attached hereto and incorporation herein by reference (the “TIF Documents”); and

WHEREAS, the Borrower, Glaser, HRA, and the City entered into that certain Master Subordination Agreement and Estoppel Certificate dated December 1, 2001, filed December 3, 2001 with the Ramsey County Recorder as Document No. 3446134, and MMA was the successor to Glaser by merger, and MMA’s interest thereunder was assigned to Lender pursuant to that certain Assignment of Master Subordination Agreement and Estoppel Certificate dated May 15, 2009, filed July 16, 2009 in the office of the County Reocorder, Ramsey County, Minnesota as Document No. 4170406 (collectively “Original Master Subordination Agreement”); and

WHEREAS, this Agreement amends and restates in its entirety the Original Master Subordination Agreement; and

WHEREAS, in connection with the Oak Grove Loan, all of the liens, encumbrances, and restrictive covenants, if any, created by the HOME Loan Documents have been subordinated to

the lien of the Oak Grove Loan pursuant to that certain Subordination and Modification Agreement entered into as of even date herewith between Oak Grove, Borrower, and Ramsey County (the "HOME Subordination Agreement"), which HOME Subordination Agreement shall be recorded in the local land records of Ramsey County, Minnesota prior to the recordation of this Agreement; and

WHEREAS, in connection with the Oak Grove Loan, all of the liens, encumbrances, and restrictive covenants, if any, created by the TIF Documents have been subordinated to the lien of the Oak Grove Loan pursuant to that certain Subordination Agreement entered into as of even date herewith between Oak Grove, Borrower, and the City (the "City Subordination Agreement"), which City Subordination Agreement shall be recorded in the local land records of Ramsey County, Minnesota prior to the recordation of this Agreement; and

WHEREAS, it is intended that the loans and corresponding loan documents referred to herein shall have the following order of priority:

- 1) The Oak Grove Loan and the Oak Grove Loan Documents shall have a first and senior priority; and
- 2) The HOME Loan and the HOME Loan Documents shall have second priority behind the Glaser Loan and Glaser Loan Documents; and
- 3) The TIF Documents shall have third priority behind the Oak Grove Loan and the Oak Grove Loan Documents and the and the HOME Loan and HOME Loan Documents.

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

WHEREAS, the parties hereto now desire to amend and modify the terms of the Original Master Subordination Agreement and have agreed, for purposes of convenience, to restate the Original Master Subordination Agreement in its entirety as follows:

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

1. Consent to Loans. By executing this Agreement:
 - A. Oak Grove agrees that all of the liens, encumbrances, and restrictive covenants, if any, created by the HOME Loan Documents and the TIF Documents shall be deemed to be "Permitted Encumbrances" under the Oak Grove Loan Documents but subordinate to all liens, rights, and remedies created by the Oak Grove Loan Documents.
 - B. The HRA agrees that all of the liens, encumbrances, and restrictive covenants, if any, created by the Oak Grove Loan Documents and the TIF Documents shall be deemed to be "Permitted Encumbrances" under the HOME Loan Documents.

- C. The City agrees that all of the liens, encumbrances, and restrictive covenants, if any, created by the Oak Grove Loan Documents and the HOME Loan Documents, shall be deemed to be “Permitted Encumbrances” under the TIF Documents.
2. Use of Documents. With respect to the loan documents referred to and described herein, the parties do hereby covenant, warrant, consent, and agree as follows:
- A. The HRA covenants and warrants that (i) the HOME Loan Documents are all of the documents it has entered into regarding the HOME Loan, (ii) there are no other documents relating to the HOME Loan, (iii) it will not enter into any other documents relating to the HOME Loan which would have an adverse impact upon any other party to this Agreement without the prior written consent of such party or parties, and (iv) any document relating to the HOME Loan which may exist and is not listed in the HOME Loan Documents, or may come into existence in the future, shall not have any force or effect until approved and consented to in writing by all of the parties to this Agreement upon which such document has, or will have, an adverse effect, and upon such written approval such document shall be automatically considered to be included in the HOME Loan Documents, and the HRA will execute any and all documents necessary to include such document in the HOME Loan Documents.
- B. The City covenants and warrants that (i) the TIF Documents are all of the documents it has entered into regarding the Tax Increment Financing, (ii) there are no other documents relating to the Tax Increment Financing, (iii) it will not enter into any other documents relating to the Tax Increment Financing which would have an adverse impact upon any other party to this Agreement without the prior written consent of such party or parties, and (iv) any document relating to the Tax Increment Financing which may exist and is not listed in the TIF Documents, or may come into existence in the future, shall not have any force or effect until approved and consented to in writing by all of the parties to this Agreement upon which such document has, or will have, an adverse effect, and upon such written approval such document shall be automatically considered to be included in the TIF Documents, and the City will execute any and all documents necessary to include such document in the TIF Documents.
- C. Oak Grove agrees and consents to the use of the HOME Loan Documents and the TIF Documents.
- D. The HRA agrees and consents to the use of the Oak Grove Loan Documents and the TIF Documents.
- E. The City agrees and consents to the use of the Oak Grove Loan Documents and the HOME Loan Documents.

3. Establishing the Relative Priority of the Loans and Documents. The parties agree to the following priority of the loans and documents referred to and described herein:
- A. The parties hereby acknowledge and agree as follows:
- i) The Oak Grove Loan and the Oak Grove Loan Documents shall have a first and senior priority;
 - ii) The HOME Loan and the HOME Loan Documents shall have second priority behind the Oak Grove Loan and Oak Grove Loan Documents; and
 - iii) The Tax Increment Financing and the TIF Documents shall have third priority behind the Oak Grove Loan and Oak Grove Loan Documents, the CDBG Loan and the CDBG Loan Documents, the HOME Loan and the Home Loan Documents.
- B. The City agrees and acknowledges that the Oak Grove Loan, HOME Loan, Oak Grove Loan Documents, and the HOME Loan Documents and all advances made thereunder and accrued interest thereon are senior and prior to the Tax Increment Financing and the TIF Documents. Therefore, the City agrees to, and does hereby (i) subordinate any and all liens, security interests and restrictive covenants, if any, included in the TIF Documents to any and all liens, security interests and restrictive covenants, if any, securing repayment of the Oak Grove Loan, HOME Loan, Oak Grove Loan Documents, and the HOME Loan Documents, and (ii) subordinates the TIF Documents to the Oak Grove Loan, HOME Loan, Oak Grove Loan Documents and the HOME Loan Documents
- C. The parties acknowledge that the Premises is intended to receive the benefits of Low Income Housing Tax Credits (the "Credits") pursuant to Section 42 of the Internal Revenue Code ("Section 42") and that it is a condition of the receipt of the Credits that Borrower file and record the Declaration of Land Use Restrictive Covenants for Housing Tax Credits identified on Exhibit E attached hereto and incorporated herein by reference (the "Declaration"). Oak Grove, the HRA and the City, hereby consent to the terms of the Declaration, as required by Section 5(c) of the Declaration, and further agree that, upon filing and recording, the Declaration will be subordinate to the Oak Grove Loan and the Oak Grove Loan Documents, the HOME Loan and HOME Loan Documents, and the Tax Increment Financing and the TIF Documents except to the extent required by Section 9(d) of the Declaration (relating to the three (3) year vacancy control during the extended use period).
4. Provisions in Documents. Notwithstanding the subordination and order of priority set forth and agreed to in Section 3 hereinabove, and notwithstanding any contrary provision contained in any of the documents referred to herein, the parties hereby agree that, if there are any inconsistencies or conflicts with respect to the provisions contained in any of the documents referred to herein, then the provisions contained in the Oak Grove Loan Documents shall control over any such inconsistent or conflicting provision in any other document.

5. Interpretation. The parties are entering into and executing this Agreement to establish the subordination and priority of the loans and the documents referred to herein and to resolve any inconsistencies or conflicts in such documents, and accordingly, the parties hereby agree, understand, and acknowledge that the enforceability of this Agreement is not, and shall not, be restricted, limited, or impaired by the fact that not all of the parties are signatories to each or any of the documents referred to and incorporated by reference herein
6. Compliance with Closing Requirements and Absence of Events of Default. The parties state, represent, and warrant as follows:
 - A. Oak Grove states, represents and warrants that, to the best of its knowledge, there are no Events of Default, or events which with the passage of time could constitute an Event of Default, currently existing under the Oak Grove Loan Documents and that, to the best of its knowledge, Oak Grove and Borrower both have complied with all of the requirements imposed under such documents for the closing of the Oak Grove Loan.
 - B. The HRA states, represents, and warrants that, to the best of its knowledge, there are no Events of Default, or events which with the passage of time could constitute an Event of Default, currently existing under the HOME Loan Documents and that, to the best of its knowledge, the HRA and Borrower both have complied with all of the requirements imposed under such documents for the closing of the HOME Loan.
 - C. The City states, represents, and warrants that, to the best of its knowledge, there are no Events of Default, or events which with the passage of time could constitute an Event of Default, currently existing under the TIF Documents and that, to the best of its knowledge, the HRA and Borrower both have complied with all of the requirements imposed under the TIF Documents.
7. Additional Provisions.
 - A. No renewal, modification, or extension of time of payment of any indebtedness referred to herein, no releases or surrender of any security therefor, nor any delay or omission in exercising any right or remedy contained therein shall, in any event, impair or affect the subordination of loan documentation and/or rights and obligations of the parties hereunder. Any party hereto, in its sole discretion, may waive or release any right or option under the loan documentation held by it and may exercise or refrain from exercising any right thereunder without the consent of any other party hereto. The parties agree that any party hereto at any time or from time to time may enter into such agreement or agreements with Borrower as it deems appropriate, extending the time of payment of or modifying, extending, renewing, or otherwise altering the terms of any or all of the obligations, or may exchange, sell, surrender, or otherwise deal with any such security, without notice, to the other parties hereto and without in any way impairing or affecting this Agreement. The parties waive notice of creation, existence, renewal, modification, or extension of time and payment of the loan documentation

referred to herein and the indebtedness evidenced thereby, the disbursement of any sums thereunder, and any modifications or amendments to the loan documentation referred to herein.

- B. None of the parties hereto have any obligation under this Agreement to the other parties hereto to advance any funds to Borrower or to insure that any funds so advanced are used for any specific purpose. Any application or use of funds advanced should not impair the subordination provided herein.
 - C. Each of the parties hereto waives any right to require marshaling of assets or to require any other party hereto to proceed against or exhaust any specific security for the indebtedness held by it and any defense arising out of the loss or of impairment of any right of subrogation through the lien of any loan documentation.
 - D. Each agreement, and each and every covenant, agreement, and other provisions hereof shall be binding upon each of the parties hereto and their successors and assigns and shall inure to the benefit of each of the parties hereto and their successors and assigns and, in particular, to any subsequent holder of the loan documentation referred to herein, including, in particular, any person or entity advancing any funds under the respective loan documents.
 - E. This Agreement may be changed only by an instrument in writing executed by the parties hereto. No waiver, amendment, or modification by custom, usage, or by implication shall be effective unless in writing signed by the parties. This Agreement shall not be construed as altering, amending, or modifying any of the terms and conditions of the loan documentation referred to herein other than for the subordination and/or establishment of priorities expressed herein.
8. Notices. All notices to be given by any party to the other under this Agreement shall be in writing and shall be deemed to have been given when delivered personally, or when deposited in the United States Mail, registered or certified postage prepaid, addressed to the party's address listed below or addressed to any such party at such other address as such party shall furnish subsequently by notice to the other parties. Any notice delivered personally to Borrower shall be delivered to a general partner of Borrower, and any notice delivered personally to any of the other parties to this Agreement shall be delivered to an officer of such party.

To Borrower: Lexington Shores LLC
 233 Park Avenue South, Suite 201
 Minneapolis, Minnesota 55415

To Oak Grover: Oak Grove Commercial Mortgage, LLC
 2177 Youngman Avenue
 St. Paul, Minnesota 55116

To the HRA: Housing and Redevelopment Authority
 250 Ramsey County Courthouse
 15 West Kellogg Boulevard
 St. Paul, Minnesota 55102
 Attn: Closer

To the City: City of Shoreview
 Shoreview City Hall
 4600 North Victoria Street
 Shoreview, Minnesota 55126

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

(Signature Pages to Follow)

Signature Page to Master Subordination Agreement

LEXINGTON SHORES LLC,
a Minnesota limited liability company

By: _____
George E. Sherman
Its: President and Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by George E. Sherman, the President and Chief Manager of LEXINGTON SHORES LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

Signature Page to Master Subordination Agreement

OAK GROVE COMMERCIAL MORTGAGE,
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

This instrument was acknowledged before me this ____ day of _____, 2012,
by _____, as
_____, of OAK GROVE COMMERCIAL MORTGAGE, LLC,
a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Printed Name: _____
My Commission Expires:

**EXHIBIT A
TO MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE**

Legal Description

Lot 2, Block 1, The Shores.

Together with easements for vehicular and pedestrian ingress and egress and utilities, as set forth in Easement Agreement filed as Document No. 3446126.

Ramsey County, Minnesota
Abstract Property

EXHIBIT B
TO MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

Oak Grove Loan Documents

1. Amended and Restated Note dated as of April 1, 2012, in the original principal amount of \$ _____ executed and delivered by Lexington Shores LLC to Oak Grove Commercial Mortgage, LLC.
2. Amended and Restated Mortgage Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 1, 2012, executed and delivered by Lexington Shores LLC to Oak Grove Commercial Mortgage, LLC encumbering the Mortgaged Premises.
3. Amended and Restated Regulatory Agreement for Multifamily Housing Projects dated as of April 1, 2012, entered into by and between Lexington Shores LLC and the Secretary of Housing and Urban Development.
4. UCC Financing Statement executed and delivered by Lexington Shores LLC, as Debtor, in favor of Oak Grove Commercial Mortgage, LLC, and United States Department of Housing and Urban Development, as Secured Parties.
5. UCC Financing Statement (Fixture Filing) executed and delivered by Lexington Shores LLC, as Debtor, to Oak Grove Commercial Mortgage, LLC and United States Department of Housing and Urban Development, as Secured Parties, encumbering the Premises.
6. Borrower's Oath dated as of April 1, 2012 executed and delivered by Lexington Shores LLC to Oak Grove Commercial Mortgage, LLC.
7. Escrow Agreement dated as of April 1, 2012 executed and delivered by Lexington Shores LLC to Oak Grove Commercial Mortgage, LLC.
8. Borrower Statement for Loan Guarantees and Loan Insurance dated as of April 1, 2012 executed and delivered by Lexington Shores LLC to Oak Grove Commercial Mortgage, LLC.
9. Request for Endorsement of Credit Instrument given by Borrower and Oak Grove Commercial Mortgage, LLC.
10. Subordination and Modification Agreement dated April 1, 2012 among HRA, Borrower and Oak Grove Commercial Mortgage, LLC.
11. Amended and Restated Assignment of Tax Increment Financing dated as of April 1, 2012 executed by Lexington Shores LLC and between Oak Grove Commercial Mortgage, LLC.

12. Amended and Restated Assignment of Development Agreement dated as of April 1, 2012 executed and delivered by Lexington Shores LLC to Oak Grove Commercial Mortgage, LLC.
13. Allonge to Tax Increment Financing Note dated as of April 1, 2012 given by Borrower in favor of Oak Grove Commercial Mortgage, LLC.
14. Consent of the City of Shoreview, Minnesota, to the Amended and Restated Assignment of Tax Increment Financing executed and delivered by the City of Shoreview, Minnesota, to Oak Grove Commercial Mortgage, LLC.

EXHIBIT C
TO MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

HOME Loan Documents

1. HOME Investment Partnership Act Agreement dated November 30, 2001, entered into by and between Lexington Shores LLC and Ramsey County Housing and Redevelopment Authority.
2. Promissory Note dated November 30, 2001, executed and delivered by Lexington Shores LLC to the Ramsey County Housing and Redevelopment Authority in the original principal amount of \$260,000.00.
3. Statutory Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement dated November 30, 2001, executed and delivered by Lexington Shores LLC to Ramsey County Housing and Redevelopment Authority, and recorded in the Office of the Ramsey County Recorder on December 3, 2001 as Document No. 3446129.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Covered Transaction executed and delivered by Lexington Shores LLC to the Ramsey County Housing and Redevelopment Authority.
6. Declaration of Covenants and Restrictions dated November 30, 2001, executed and delivered by Lexington Shores LLC to the Ramsey County Housing and Redevelopment Authority, and recorded in the Office of the Ramsey County Recorder on December 3, 2001 as Document No. 3446133.

EXHIBIT D
TO MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

TIF Documents

1. Development Agreement by and between the City of Shoreview and Lexington Shores LLC dated as of June 29, 2001, as amended and/or supplemented

2. United States of America, State of Minnesota, County of Ramsey, City of Shoreview, Taxable Tax Increment Revenue Note (Lexington Shores LLC Project – Note No. 1) dated as of November 30, 2001, in the original principal amount of \$1,500,000.00 executed and delivered by the City of Shoreview, Minnesota to Lexington Shores LLC.

EXHIBIT E
TO MASTER SUBORDINATION AGREEMENT AND ESTOPPEL CERTIFICATE

Declaration of Land Use Restrictive Covenants for Housing Tax Credits

1. Declaration of Land Use Restrictive Covenants for Housing Tax Credits 2001, by and between Lexington Shores LLC, a Minnesota limited liability company and the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, dated January 10, 2005, filed March 11, 2005, in the Office of the County Recorder, Ramsey County, Minnesota, as Document No. 3839449.

HUD AMENDMENT TO REGULATORY AGREEMENT

This AMENDMENT TO REGULATORY AGREEMENT (“Amendment”) is made as of _____, 2012, among LEXINGTON SHORES LLC, a Minnesota limited liability company (“Borrower”); CITY OF SHOREVIEW, MINNESOTA, a municipal corporation of the State of Minnesota (“City”); and U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association (“Trustee”).

WHEREAS, Borrower has obtained financing from Oak Grove Commercial Mortgage, LLC (the “Lender”) for the benefit of the project known as The Shores (the “Project”) and legally described in Exhibit A attached hereto, which loan is secured by an Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (“Security Instrument”) dated as of April 1, 2012, and recorded in the Office of the County Recorder, Ramsey County, Minnesota (the “Records”) and insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, the City issued \$6,010,000 Multifamily Housing Revenue Bonds (GNMA Collateralized Mortgage Loan – Lexington Shores Project), Series A (“Series A Bonds”) and \$2,010,000 Taxable Multifamily Housing Revenue Bonds (GNMA Collateralized Mortgage Loan – Lexington Shores Project, Series B (“Series B Bonds”) (collectively the Series A Bonds and Series B Bonds are referred to herein as “Bonds”) to finance the acquisition and construction of the Project, and in connection therewith, the City required that certain land-use restrictions be recorded against the Project;

WHEREAS, Borrower, City and Trustee entered into that certain Regulatory Agreement with respect to the Project, dated as of November 1, 2001 and recorded on December 3, 2001 in the Office of the County Recorder of Ramsey County, Minnesota as Document No. 3446130 (the “Restrictive Covenants”);

WHEREAS, HUD is requiring that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the City and Trustee have agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects.

(b) The following terms shall have the following definitions:

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, and its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Security Instrument" means the Security Instrument, as defined above, from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), the provisions of the Restrictive Covenants are expressly subordinate to (i) the Security Instrument, (ii) the HUD Regulatory Agreement and (iii) Program Obligations. In the event of any conflict between the provisions of the Restrictive

Covenants and the provisions of the Security Instrument, HUD Regulatory Agreement, or Program Obligations, the provisions of the Mortgage Loan Documents and Program Obligations shall control and supersede the enforcement of the Restrictive Covenants.

(d) In the event of foreclosure, the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, or as otherwise approved by HUD.

(e) The parties hereto acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the terms of the Security Instrument, the HUD Regulatory Agreement, or any other document relating to the Mortgage Loan to Borrower for the Project, provided that, nothing herein limits the City's or Trustee's ability to enforce the terms of the Restrictive Covenants to the extent not in conflict with the Mortgage Loan Documents or Program Obligations.

(f) in enforcing the Restrictive Covenants, neither the City nor Trustee will file any claim against the Project or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Borrower, City and Trustee shall not further amend the Restrictive Covenants without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the City and/or Trustee may require the Borrower to indemnify and hold the City and/or Trustee harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against City or Trustee relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the City and/or Trustee harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) No action shall be taken in accordance with the rights granted herein to preserve the tax exemption of the interest on the notes or bonds, or prohibiting the owner from taking any action that might jeopardize the tax-exemption, except in strict accord with Program Obligations.

(j) Enforcement of the provisions of the Restrictive Covenants will not result in any claim against the Project, the mortgage loan proceeds, any reserve or deposit required by HUD in connection with the mortgage loan transaction, or the rents or other income from the property (other than available surplus cash).

(k) Notwithstanding anything in this instrument to the contrary, the provisions of the Restrictive Covenants are subordinate to all applicable HUD mortgage insurance regulations and related administrative requirements. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions in any of the Mortgage Loan Documents or Program Obligations, as such term is defined in the Mortgage Loan Documents, the terms of the Mortgage Loan Documents and Program Obligations shall control.

[Signatures on following pages]

BORROWER:

LEXINGTON SHORES LLC, a Minnesota limited liability company

By: _____

Name: George E. Sherman

Its: President and Chief Manager

STATE OF MINNESOTA

COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 2012 by George E. Sherman as President and Chief Manger of LEXINGTON SHORES LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
Legal Description

Lot 2, Block 1, The Shores.

Together with easements for vehicular and pedestrian ingress and egress and utilities, as set forth in Easement Agreement filed as Document No. 3446126.

Ramsey County, Minnesota
Abstract Property

**AMENDED AND RESTATED
ASSIGNMENT OF TAX INCREMENT FINANCING**

THIS AMENDED AND RESTATED ASSIGNMENT OF TAX INCREMENT FINANCING ("Assignment") is made as of the 1st day of April, 2012, by and between **LEXINGTON SHORES LLC**, a Minnesota limited liability company (the "Borrower") whose address is 233 Park Avenue South, Suite 201, Minneapolis, Minnesota 55415, and **OAK GROVE COMMERCIAL MORTGAGE, LLC**, a Delaware limited liability company ("Lender"), whose address is 2177 Youngman Avenue, St. Paul, Minnesota 55116.

PRELIMINARY RECITALS:

A. The Lender's predecessor-in-interest Glaser Financial Group, Inc., a Minnesota corporation ("Glaser") made a loan to Borrower in the original principal amount of Eight Million Twenty Thousand and no/100ths Dollars (\$8,020,000.00) ("Original Loan") for construction of a multifamily facility, commonly known as The Shores and located in Shoreview, Minnesota as legally described in Exhibit A to the Assignment of Development Agreement attached hereto as Exhibit B (the "Premises"), which Loan was insured by the Federal Housing Administration (the "FHA") of the United States Department of Housing and Urban Development ("HUD") under Section 221(d)(4) of the National Housing Act of 1934, as amended (the "Act") pursuant to the FHA's Commitment dated November 16, 2001, FHA Project No. 092-35618 (the "Original FHA Commitment") issued by the Federal Housing Commissioner (the "Commissioner").

B. As evidence of the Original Loan, the Borrower is executed and delivered to Glaser its Mortgage Note dated as of December 1, 2001, in the original principal amount of the Loan (the "Original Note") and executed and delivered to the Lender a Mortgage dated December 1, 2001 from Borrower to Glaser, filed on December 3, 2001 in the office of the County Recorder, Ramsey County, Minnesota as Document No. 3441628 ("Original Mortgage") encumbering certain improved real property located in Ramsey County, Minnesota. MMA was the successor to Glaser by merger. The Original Mortgage was assigned by MMA to Lender pursuant to that certain Assignment of Mortgage dated May 15, 2009, filed on July 16, 2010 in the office of the County Recorder, Ramsey County, Minnesota as Document No. 4170405.

C. Lender is successor to all of Glaser's interests in the Original Loan, including without limitation the Original Note, Original Mortgage, Original Security Agreement, and all other Original Loan Documents.

D. The Premises is a part of the City of Shoreview's Tax Increment Financing District No. 6 (the "Tax Increment District") created by the City of Shoreview, Minnesota, a statutory City under the laws of the State of Minnesota (the "City").

E. The Borrower and the City have entered into a certain Development Agreement dated as of June 29, 2001, as amended by Certificate of Release of Reacquisition Right dated November 30, 2001, filed December 3, 2001 with the County Recorder of Ramsey County, Minnesota as Document No. 3446125 (collectively the "Development Agreement"), setting forth the City's agreement to provide certain tax increment financing to the Borrower in the form of reimbursements to the Borrower out of tax increments derived from the Premises (the "Tax

Increment Financing”) as consideration for undertaking certain improvements and maintaining certain low income housing rental units.

F. In order to further evidence the Tax Increment Financing, on November 30, 2001, the City executed and delivered to the Borrower, the United States of America, State of Minnesota, County of Ramsey, City of Shoreview, Taxable Tax Increment Revenue Note (Lexington Shores LLC Project – Note No. 1), in the principal amount of One Million Five Hundred and no/100ths (\$1,500,000.00) (the “TIF Note”).

G. The TIF Note, the Development Agreement and any and all amendments and documents related thereto shall be referred to jointly herein as the “Tax Increment Financing Documents”.

H. As further security for repayment of the Original Loan, Borrower entered into an Assignment of Tax Increment Financing dated December 1, 2001 to assign to Lender its interests in the TIF Note (“Original TIF Assignment”).

I. Borrower has requested that Lender refinance the Original Loan. Lender is making a refinanced loan to Borrower in the original principal amount of _____ and 00/100 Dollars (US \$ _____) (“Loan”) secured by the Premises, which Loan is insured by the FHA of HUD under Section 221(d)(4) pursuant to Section 223(a)(7) of the Act pursuant to the FHA's Commitment dated _____, 2012, FHA Project No. 092-_____ (collectively “FHA Commitment”) issued by the Commissioner.

J. As evidence of the Loan, Borrower and Lender are entering into that certain Amended and Restated Note dated of even date herewith in the original principal amount of _____ and 00/100 Dollars (US \$ _____) (“Note”), which amends and restates the Original Note in its entirety. The Note is secured by that certain Amended and Restated Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated of even date herewith between Borrower and Lender (“Mortgage”), which amends and restates the Original Mortgage in its entirety. In connection with the Loan, Borrower is also executing and delivering certain other loan and security documents (such other loan and security documents, collectively with the Note and Mortgage, are referred to herein as the “Loan Documents”).

K. As further security for repayment of the Loan as evidenced by the Note, Borrower is executing and delivering to the Lender this Assignment, which amends and restates the Original TIF Assignment in its entirety.

L. The Borrower and Lender now desire to amend and restate the terms of the Original TIF Assignment and have agreed, for purposes of convenience, to restate the Original TIF Assignment in its entirety as follows:

NOW, THEREFORE, in consideration of the above recitals, and for value received, Borrower hereby transfers, assigns and grants a security interest in, pledges, and conveys, to Lender all right, title and interest of the Borrower, if any, in and to the Tax Increment Financing and the Tax Increment Financing Documents, provided Lender does not assume any obligations under the Tax Increment Financing Documents unless and until Lender assumes such obligations

in writing, together with all proceeds thereof and the immediate and continuing right to receive and collect all amounts due or to become due thereunder and all other rights which may derive from or accrue thereunder and the right to amend, cancel, modify, alter or surrender the Tax Increment Financing Documents for the purpose of securing the following (hereinafter collectively referred to as the "Indebtedness Secured Hereby"):

One. Payment of the indebtedness evidenced by and performance of the terms and conditions of the Note;

Two. Payment of all other sums with interest thereon becoming due and payable to the Lender herein and in the Note;

Three. Performance and discharge of each and every obligation, covenant and agreement of the Borrower herein and in the Note, the Mortgage and all other Loan Documents.

AND BORROWER COVENANTS, WARRANTIES, REPRESENTS AND AGREES:

1. Warranties.

- a. That the Borrower is the true and lawful, absolute owner of the Tax Increment Financing Documents free and clear from any and all liens, security interest, encumbrances or other right, title or interest of any other person, firm or corporation;
- b. That the Borrower has the full right and title to assign and pledge the Tax Increment Financing and the Tax Increment Financing Documents; that there are no outstanding claims, assignments or pledges thereof, other than as set forth hereinabove; that there are no existing defaults under the Tax Increment Financing Documents on the part of makers thereof; that the Borrower has fully complied with and is not in default with regard to the Tax Increment Financing Documents.
- c. That the Tax Increment Financing Documents shall not be amended, altered, cancelled, modified or surrendered without the prior written consent of the Lender.
- d. That the Borrower is in full compliance with the terms of the Development Agreement.
- e. That the unpaid principal balance due on the TIF Note is \$ _____ and accrued interest on the TIF Note is \$ _____, and no defaults exist under the terms of the TIF Note or Development Agreement.
- f. That the TIF Note and the Development Agreement remain in full force and effect.
- g. That there are no defenses, setoffs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness

evidenced thereby. The TIF Note has not been amended or modified except as provided herein and is valid and enforceable obligations of the City and the Borrower in accordance with their terms.

2. Performance under the Tax Increment Financing Documents. The Borrower shall enforce or secure the performance of each and every obligation of the City in the Tax Increment Financing Documents; not borrow against, further pledge or assign any payments due under the Tax Increment Financing Documents; not waive, excuse, condone or in any manner release or discharge the City from its obligations under the Tax Increment Financing Documents.
3. Present Pledge and Assignment.
 - a. This Assignment shall constitute a perfect, absolute and present pledge and assignment in connection with which the Borrower shall have delivered to the Lender the Tax Increment Financing Documents endorsed and assigned to the Lender. The Borrower shall execute and deliver to the Lender the TIF Note Allonge Endorsement attached hereto as Exhibit "A" and the Assignment of Development Agreement attached hereto as Exhibit "B".
 - b. The Borrower shall retain the right to collect the semi-annual payments under the TIF Note unless and until an Event of Default has occurred hereunder.
 - c. From and after an Event of Default hereunder upon notice to the City, all payments on the Tax Increment Financing shall be paid directly to the Lender to be held and applied by Lender as provided herein. Should the Borrower thereafter receive any payments on the Tax Increment Financing, the Borrower shall immediately turn over the same to the Lender.
4. Security Agreement. This Agreement constitutes a Security Agreement under the Uniform Commercial Code as adopted in Minnesota (the "Code") and shall be governed by the Code.
5. Events of Default. An Event of Default shall occur hereunder upon the following:
 - a. A default occurs under any of the terms of the Note or the Mortgage; or
 - b. Failure to comply with or perform any of the terms, conditions or covenants of this Assignment; or
 - c. A default shall occur under any of the Loan Documents or any other instrument securing the Note; or

- d. Any representation or warranty made by the Borrower herein, in the Note, the Mortgage or in any other Loan Documents shall be false, breached or dishonored.
6. Remedies. Upon or at any time after an Event of Default, the Lender may declare all Indebtedness Secured Hereby immediately due and payable and provide notice to the City to thereafter make all payments on the Tax Increment Financing to the Lender and apply all sums held by Lender including the Tax Increment Financing to the Indebtedness Secured Hereby and may, at its option, enforce the payment thereof and exercise all of the rights of a holder of the Tax Increment Financing Documents. In addition, upon the occurrence of an Event of Default, the Lender may without demand, advertisement or notice of any kind (except such notice as may be required under the Code) and all of which are, to the extent permitted by law, hereby expressly waived:
 - a. exercise any of the remedies available to a secured party under the Code;
 - b. proceed immediately to exercise each and all of the powers, rights, and privileges reserved or granted to the Lender under the Note and the Mortgage;
 - c. proceed to protect and enforce this Assignment by suits or proceedings or otherwise, and for the enforcement of any other legal or equity available to the Lender.

In the event that any notice is required to be given under the Code such requirements for reasonable notice shall be satisfied by giving at least ten (10) days notice prior to the event or thing giving rise to the requirement of notice.

7. Authorization to City. The City is hereby irrevocably authorized and directed to recognize the claims of the Lender without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Lender or the existence of any Event of Default and the Borrower hereby irrevocably directs and authorizes the City to pay exclusively to the Lender or its assigns from and after the date hereof, all sums due under the Tax Increment Financing Documents without the necessity and to the extent such sums are paid to the Lender, the Borrower agrees that the City shall have no further liability to the Borrower for the same. The sole signature of the Lender shall be sufficient for the exercise of any rights under this Assignment and the sole receipt by the Lender of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City.
8. Additional Instruments. The Borrower upon the request of the Lender shall, at their expense, execute and deliver all assignments, certificates, financing statements or other documents and give further assurances and do all other acts and things as the Lender may request to perfect or to realize upon the Lender's interest in the Tax Increment Financing and the Tax Increment Financing

Documents or to protect, enforce, or otherwise effect the Lender's rights and remedies. If the Borrower is unable or unwilling to execute any such other assignments, certificates, financing statements or other documents and to file financing statements or other public notices or recordings with the appropriate authorities, as and when reasonably requested by the Lender, and the Borrower authorizes the Lender to sign and deliver as its true and lawful agent and attorney-in-fact, coupled with an interest, any such assignment, certificate, financing statement or other document and to make any such filing.

9. Amendment. The Tax Increment Financing Documents shall not be amended, altered, cancelled, modified or surrendered without the prior written consent of the Lender.
10. Release. Upon payment and performance in full of the Indebtedness Secured Hereby, this Assignment shall be released and shall thereafter become null and void and be of no further effect.
11. Successors and Assigns. This Assignment, and each and every covenant, agreement and provision hereof shall be binding upon the Borrower and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns. Should Lender assign the Loan and the Loan Documents to any other person or entity, the Lender shall cause such person or entity to be bound by the terms and provisions hereof.
12. Governing Law. This Assignment is intended to be governed by the laws of the State of Minnesota.
13. Validity Clause. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.
14. Notices. Notices which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail or equivalent, to the respective party's address as set forth hereinabove, or such other place as such party may by notice in writing designate as its address shall constitute service of notice hereunder.
15. Attorneys' Fees. Borrower agrees to pay all costs of collection, including reasonable attorneys' fees, at any time paid or incurred by the Lender in connection with the enforcement of its rights hereunder.

[signatures on next page]

IN WITNESS WHEREOF, the Borrower has caused this Assignment of Tax Increment Financing to be executed as of the date first above written.

LEXINGTON SHORES, LLC,
a Minnesota limited liability company

By: _____

Name: George Sherman

Its: President/Chief Manager

OAK GROVE COMMERCIAL MORTGAGE,
LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A"
TO
ASSIGNMENT OF TAX INCREMENT FINANCING
AMENDED AND RESTATED ALLONGE ENDORSEMENT TO
CITY OF SHOREVIEW, MINNESOTA
TAXABLE TAX INCREMENT REVENUE NOTE (NO. 1)

Date: April 1, 2012

Lexington Shores LLC, a Minnesota limited liability company, and Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, agree that the Allonge Endorsement To City of Shoreview, Minnesota, Taxable Tax Increment Revenue Note (No. 1) dated December 1, 2001 is amended and restated in its entirety as follows:

FOR VALUE RECEIVED, LEXINGTON SHORES LLC, a Minnesota limited liability company, endorses, assigns and transfers with recourse to Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, all right, title and interest in and to the following described Note:

United States of America, State of Minnesota, County of Ramsey, City of Shoreview, Taxable Tax Increment Revenue Note (Lexington Shores LLC Project – Note No. 1) Rental Project, in the original principal amount of \$1,500,000.00, dated November 30, 2001, executed by the City of Shoreview, Minnesota, as maker, to Lexington Shores LLC, a Minnesota limited liability company, as holder,

Dated at Minneapolis, Minnesota, this ____ day of _____, 2012.

THIS ALLONGE IS TO BE AFFIXED
TO THE NOTE DESCRIBED ABOVE

LEXINGTON SHORES LLC,
a Minnesota limited liability company

By: _____
Name: George Sherman
Its: President/Chief Manager

OAK GROVE COMMERCIAL MORTGAGE, LLC, a
Delaware limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT "B"
TO
ASSIGNMENT OF TAX INCREMENT FINANCING

AMENDED AND RESTATED
ASSIGNMENT OF DEVELOPMENT AGREEMENT

Date: April 1, 2012

Lexington Shores LLC, a Minnesota limited liability company, and Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, agree that the Assignment of Development Agreement dated December 1, 2001 is amended and restated in its entirety as follows:

KNOW ALL MEN BY THESE PRESENTS, that as of 1st day of December, 2001, LEXINGTON SHORES LLC, a Minnesota limited liability company, party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, party of the second part, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, and set over, to said party of the second part, its successors and assigns, that certain Development Agreement by and between the City of Shoreview and Lexington Shores LLC, a Minnesota limited liability company, dated as of June 29, 2001, as amended and/or supplemented (collectively the "Development Agreement") concerning certain real property more fully described in Exhibit "A" attached hereto, together with all right and interest in the rights therein specified, and hereby constitutes and appoints said party of the second part its attorney irrevocable to collect and receive said debt, and to enforce and satisfy said Development Agreement the same as it might or could have done were these presents not executed, but at the cost and expense of second party and does hereby covenant with said party of the second part that it has good right to sell, assign and transfer the same.

[signatures on next pages]

IN TESTIMONY WHEREOF, the said first party has caused these presents to be executed as of the date first written above.

LEXINGTON SHORES LLC,
a Minnesota limited liability company

By: _____

George Sherman

Its: President/Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by George Sherman, President/Chief Manager of LEXINGTON SHORES LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

OAK GROVE COMMERCIAL MORTGAGE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the _____ of OAK GROVE COMMERCIAL MORTGAGE, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

THIS DOCUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:

Oppenheimer Wolff & Donnelly LLP (CAE)
45 South Seventh Street, Suite 3300
Minneapolis, MN 554402

**AMENDED AND RESTATED
ASSIGNMENT OF DEVELOPMENT AGREEMENT**

Date: April 1, 2012

Lexington Shores LLC, a Minnesota limited liability company, and Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, agree that the Assignment of Development Agreement dated December 1, 2001 is amended and restated in its entirety as follows:

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[signatures on next pages]

IN TESTIMONY WHEREOF, the said first party has caused these presents to be executed as of the date first written above.

LEXINGTON SHORES LLC,
a Minnesota limited liability company

By: _____

George Sherman

Its: President/Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by George Sherman, President/Chief Manager of LEXINGTON SHORES LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

OAK GROVE COMMERCIAL MORTGAGE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, the _____ of OAK GROVE COMMERCIAL MORTGAGE, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

THIS DOCUMENT WAS PREPARED BY
AND WHEN RECORDED RETURN TO:

Oppenheimer Wolff & Donnelly LLP (CAE)
45 South Seventh Street, Suite 3300
Minneapolis, MN 554402

EXHIBIT "A"
TO
ASSIGNMENT OF DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION

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

Lot 2, Block 1, The Shores, according to the recorded plat thereof, Ramsey County,
Minnesota

**AMENDED AND RESTATED ALLONGE ENDORSEMENT TO
CITY OF SHOREVIEW, MINNESOTA
TAXABLE TAX INCREMENT REVENUE NOTE (NO. 1)**

Date: April 1, 2012

Lexington Shores LLC, a Minnesota limited liability company, and Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, agree that the Allonge Endorsement To City of Shoreview, Minnesota, Taxable Tax Increment Revenue Note (No. 1) dated December 1, 2001 is amended and restated in its entirety as follows:

FOR VALUE RECEIVED, LEXINGTON SHORES LLC, a Minnesota limited liability company, endorses, assigns and transfers with recourse to Oak Grove Commercial Mortgage, LLC, a Delaware limited liability company, all right, title and interest in and to the following described Note:

I. United States of America, State of Minnesota, County of Ramsey, City of Shoreview, Taxable Tax Increment Revenue Note (Lexington Shores LLC Project – Note No. 1) Rental Project, in the original principal amount of \$1,500,000.00, dated November 30, 2001, executed by the City of Shoreview, Minnesota, as maker, to Lexington Shores LLC, a Minnesota limited liability company, as holder,

Dated at Minneapolis, Minnesota, this _____ day of _____, 2012.

THIS ALLONGE IS TO BE AFFIXED
TO THE NOTE DESCRIBED ABOVE

LEXINGTON SHORES LLC,
a Minnesota limited liability company

By: _____

Name: George Sherman

Its: President/Chief Manager

OAK GROVE COMMERCIAL MORTGAGE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-31, calling for a public hearing to be held on June 18, 2012 on the proposed modification of Municipal Development District No. 2, establishment of Tax Increment Financing District No. 8 (a Redevelopment District) and Tax Increment Financing Plan – all relating to the Midland Plaza Redevelopment/Lakeview Terrace Apartments Project.

VOTE: AYES: _____ NAYS: _____

Huffman _____ _____

Quigley _____ _____

Wickstrom _____ _____

Withhart _____ _____

Martin _____ _____

City Council Meeting
April 16, 2012

Memorandum

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: April 12, 2012

Re: Resolution Calling for a Public Hearing on Proposed Modification of Municipal Development District No. 2, Establishment of Tax Increment Financing District No. 8 (Redevelopment District) and Tax Increment Financing Plan – All Relating to the Midland Plaza Redevelopment/Lakeview Terrace Apartments Project

Introduction

The City Council is being asked to adopt a resolution calling for a public hearing on June 18, 2012 in consideration of the establishment of a Tax Increment Financing (TIF) District and adoption of a TIF Financing Plan for the proposed Lakeview Terrace Apartments project (Midland Plaza redevelopment). This is the first step in the process for establishing the TIF District that is expected to finance the public improvements necessary to facilitate the development. Simultaneously, the developer will be seeking the necessary formal development approvals from the Planning Commission and City Council. Staff anticipates that the development plans and TIF financing will be presented for final actions by the Council on June 18, 2012.

Project Approval Schedule

In order to meet the critical timeframe for starting the public road improvements necessary to facilitate the redevelopment, the project schedule anticipates that final development plans and financing approvals being completed by June 18th. This would allow for the City to award a contract for the public improvements in July and complete the road realignment by the spring of 2013 so the developer can start construction on the newly created building site. The following review and approval schedule has been developed in order to meet the critical dates for completing the public infrastructure improvements and for the developer to begin construction of the new apartment building:

4-16-2012	City Council call for Public Hearing All construction estimates due from public and private consultants
4-24-2012	Public Hearing – Planning Commission on Preliminary PUD
5-07-2012	Preliminary PUD reviewed by City Council (could move to 5-21-2012)
5-14-2012	EDA considers TIF Plan

- 5-21-2012 City Council calls for bids on public infrastructure improvements
- 5-27-2012 Planning Commission reviews TIF Plan for compliance with Comp Plan
- 6-18-2012 City Council approval of Final PUD, Public Hearings for street vacation and establishing TIF District, approval of TIF Development Agreement and Minimum Assessment Agreement
- 6-19-2012 Project work can begin (retail center and garage demolition)
- 7-2-2012 Bid award for public infrastructure improvements
- Fall 2012 Major road work completed (Owasso Street realignment, County Road E/Victoria Street turn lanes, traffic signals, railroad crossing)
- Spring/Summer 2013 Public improvement project wrap-up (building site ready)
- Spring/Summer 2013 Construction begins on new Lakeview Terrace apartment building

Recommendation

At their April 9th meeting, the Economic Development Authority reviewed the approval schedule and preliminary terms of the proposed tax increment financing in support of the redevelopment project, and voted unanimously to recommend the City Council adopt the attached Resolution No. 12-31, calling for a public hearing to be held on June 18, 2012 on the proposed modification of Municipal Development District No. 2, establishment of Tax Increment Financing District No. 8 (a Redevelopment District) and Tax Increment Financing Plan – all relating to the Midland Plaza Redevelopment/Lakeview Terrace Apartments Project.

THE CITY OF SHOREVIEW

RESOLUTION NO. 12-31

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY OF SHOREVIEW ON THE PROPOSED MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT NO. 2 AND THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 8 (A REDEVELOPMENT DISTRICT) AND THE PROPOSED ADOPTION OF A TAX INCREMENT FINANCING PLAN.

BE IT RESOLVED. By the City Council (the "Council") of the City of Shoreview, Minnesota (the "City") as follows:

Section 1. Public Hearing. This Council shall meet on Monday, June 18, 2012 at approximately 7:00 pm, to hold a public hearing on the proposed modification of the Development Program for the Municipal Development District No. 2 and the proposed establishment Tax Increment Financing District No. 8, and the proposed adoption of a Tax Increment Financing Plan, therefor, all pursuant to and accordance with Minnesota Statutes, Sections 469.090 through 469.1081, inclusive, as amended, and with Minnesota Statutes, Sections 469.124 to 469.134, inclusive as amended, and Minnesota Sections 469.174 through 469.174, inclusive, as amended in an effort to encourage the development and redevelopment of certain designated areas within the City; and

Section 2. Notice of Public Hearing, Filing of Plans. City staff is authorized and directed to prepare the Development Program and the Tax Increment Financing Plan (the "Plans") and forward documents to the appropriate taxing jurisdictions including Ramsey County and Independent School District No. 621. The City Manager is authorized and directed to cause notice of the hearing, together with the appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30 days prior to June 18, 2012, and to place a copy of the Plans on file in the City Manager's office at City Hall and to make such copy available for inspection by the public.

Date: _____

Adopted:

Sandy Martin, Mayor

ATTEST:

Terry Schwerm, City Manager

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 12-29 supporting MnPass Improvement Project on Interstate 35E from Pennsylvania Avenue to Little Canada Road.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
APRIL 16, 2012
MJM/

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR 
DATE: APRIL 6, 2012
SUBJ: MnPASS IMPROVEMENT PROJECT ON I-35E
PENNSYLVANIA AVENUE TO LITTLE CANADA ROAD

DISCUSSION

As part of the improvement to I-35E at Cayuga Street, the Minnesota Department of Transportation (MnDOT) is proposing to add a MnPASS Express Lane in each direction between Pennsylvania Avenue and Little Canada Road. MnPass is an example of a congestion management strategy currently being implemented in Twin Cities Metro Area; MnDOT and the Metropolitan Council have recommended MnPASS and other managed lane strategies for a number of congested corridors in the area. Information sheets concerning the proposed 2013 MnPASS Improvement in the I-35E Corridor are attached for reference.

While the funding for the project has been identified, Legislation is required to authorize the MnPASS component of the improvement. Accordingly, agencies are being asked to indicate their support for the MnPASS Project in time for consideration during the current legislative session. The Senate Transportation Committee is scheduled to hear this proposal on Tuesday, April 17, 2012.

RECOMMENDATION

Resolution 12-29 supporting the proposed MnPASS Improvement for I-35E is provided for consideration.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD APRIL 16, 2012**

* * * * *

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 April 16, 2012, 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. 12-29

SUPPORTING MNPASS IMPROVEMENT PROJECT ON I-35E
PENNSYLVANIA AVENUE TO LITTLE CANADA ROAD

WHEREAS, the Minnesota Department of Transportation is proposing to improve Interstate 35E from Pennsylvania Avenue in St. Paul to Little Canada Road; and

WHEREAS, Legislation needs approval during the 2012 State Legislative Session in the form of House File 1588 and Senate File 1072 to proceed with the MnPASS project on I-35E; and

WHEREAS, the Shoreview City Council has received details concerning the project components and proposals and discussed the potential benefits of the proposed MnPASS Improvement on I-35E at their work shop meeting of April 9, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA THAT the Shoreview City Council is supportive of the establishment of MnPASS lanes on I-35E from Pennsylvania Avenue in St. Paul to Little Canada Road in Little Canada.

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

and the following voted against the same: .

WHEREUPON, said resolution was declared duly passed and adopted this 16th day of April, 2012.

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 16th day of April, 2012, with the original thereof on file in my office and the same is a full, true and complete transcript there from insofar as the same relates to the MnPASS Improvement on I-35E.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 17th day of April 2012.

Terry Schwerm
City Manager



For more information about MnPASS contact:

Jennie Read
North Area Engineer
Jennifer.read@state.mn.us
Phone – 651.234.7713

Brad Larsen
MnPASS Policy Manager
651-234-7024
brad.larsen@state.mn.us

Brian Kary
Freeway Operations Engineer
651-234-7022
Brian.Kary@state.mn.us

www.mnpass.org

For more information about the I-35E MnPASS Project, visit us online at:

www.dot.state.mn.us/cayugamnpass/index.html

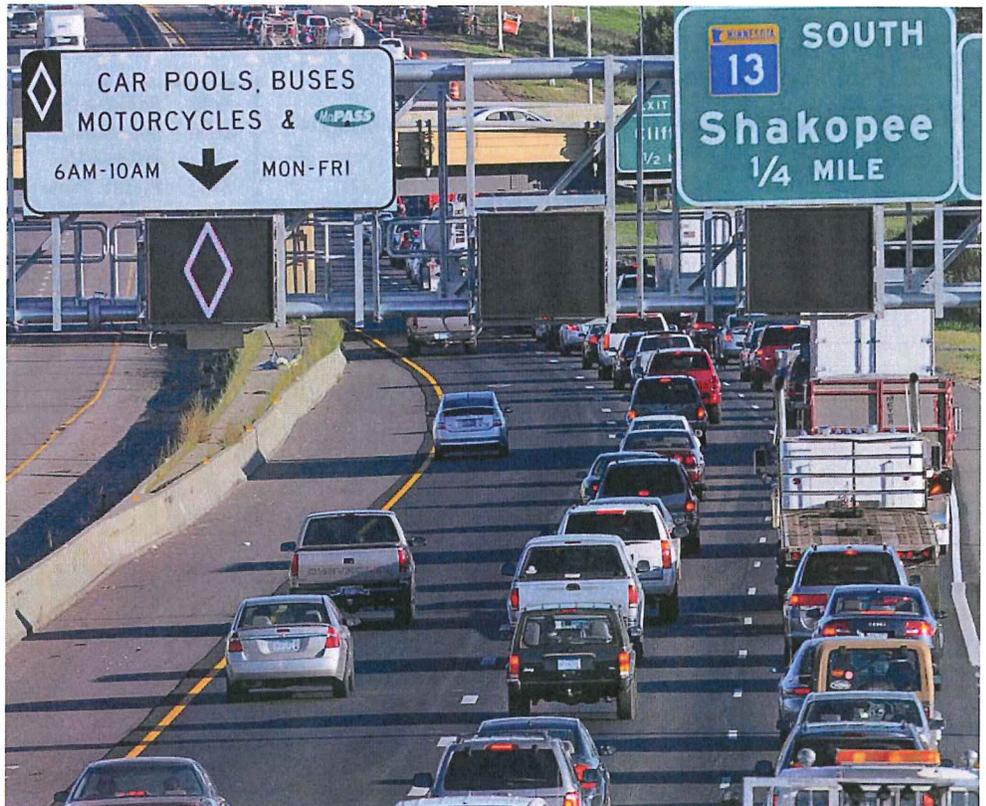
MnPASS Express Lane partners on this project:

- Metropolitan Council
- Metro Transit

MnPASS Benefits Twin Cities Commuters

Solo drivers who want a more convenient and predictable trip may pay an electronic toll to use the MnPASS Express Lanes during peak travel times. Buses, motorcycles and carpools can use the MnPASS Express Lanes for free during peak travel times. Benefits include:

- Reliable travel times
- Travel options for all commuters
- Reduced congestion
- Improved traffic flow on all highway lanes
- Advantages for transit, with faster, more reliable bus service
- An economical way out of congestion
- An advantage to transit within existing road capacity
- Additional highway capacity when it is needed most, during rush hours
- A system that moves more people at a lower cost than regular lanes
- Revenue to operate, maintain and improve the MnPASS system



Your Destination... Our Priority





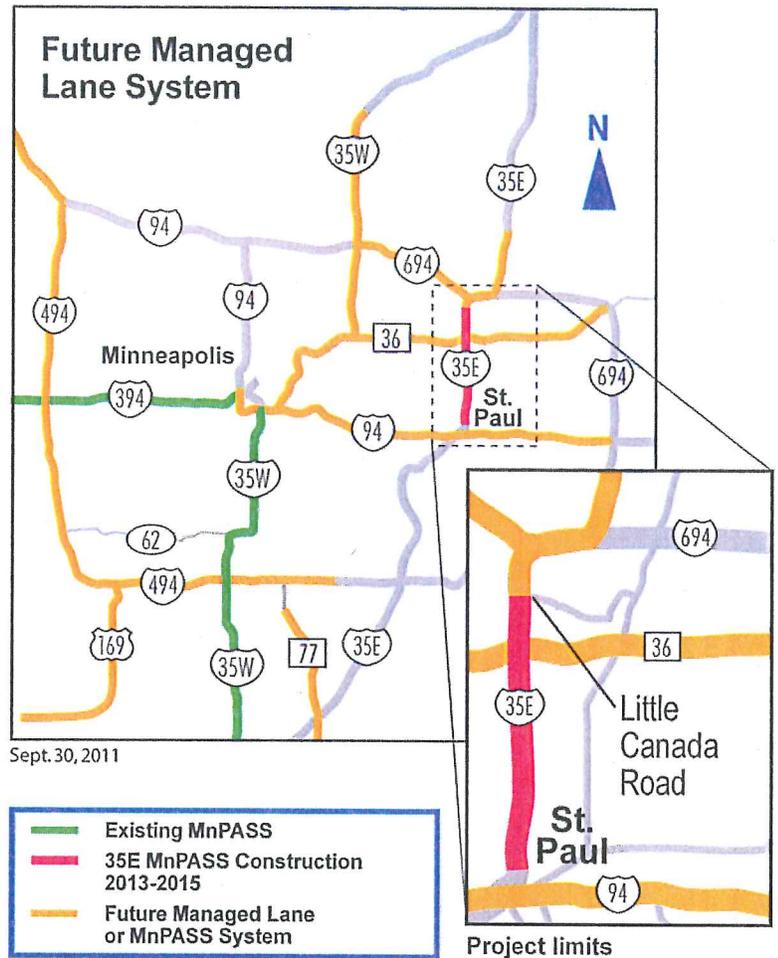
I-35E MnPASS Project: Pennsylvania Avenue to Little Canada Road

As part of the I-35E Cayuga Project, MnDOT is proposing the addition of a MnPASS Express Lane from between Pennsylvania Avenue and Little Canada Road.

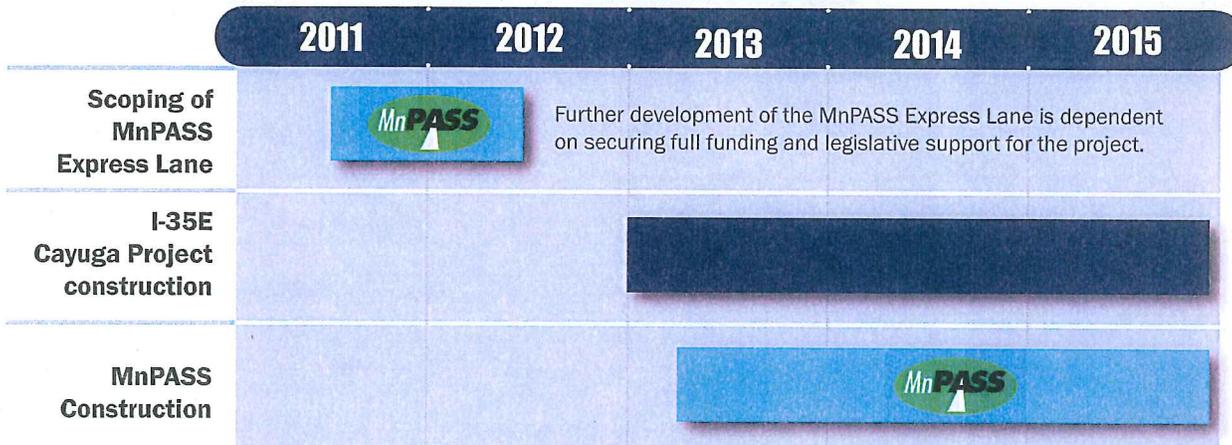
Project Improvements

The I-35E MnPASS Express Lane construction is part of a larger effort, located on I-35E north of St. Paul. The project improvements include:

- Constructing a new interchange at Cayuga Street, which will help correct current safety issues and provide better freeway access for St. Paul's Phalen Boulevard corridor
- Replacing the Cayuga, Pennsylvania and Maryland Avenue bridges and adjacent railroad bridges
- Constructing an additional lane in each direction for MnPASS between Pennsylvania Avenue and Little Canada Road
- Resurfacing the existing I-35E lanes with concrete through St. Paul, Maplewood and Little Canada
- Replacing the Arlington, Wheelock and Larpenteur bridges over I-35E
- Widening bridges at County Road B, Roselawn Avenue and Highway 36



Project Schedule



Your Destination... Our Priority





MnPASS Express Lanes

A reliable, cost-effective commuting option

MnPASS Express Lanes provide commuters more predictable travel times in the Twin Cities Metro area, a region that is experiencing increased traffic congestion. The lanes are free for buses, carpools and motorcycles; people who drive alone can use the lanes by paying an electronic fee. When traffic slows to 50 mph, the fee to enter the MnPASS lanes increases.

MnPASS Express Lanes demonstrate how congestion is reduced in high-demand urban corridors without expanding the highway footprint. In 2005, MnDOT converted underused car pool lanes to optional toll lanes along I-394 between I-494 and downtown Minneapolis. In 2009, MnDOT opened MnPASS Express Lanes on I-35W between Burnsville Parkway and downtown Minneapolis.

MnPASS moves more people

- MnPASS Express Lanes moves 50 percent more people than regular lanes
- Transit riders are guaranteed faster, congestion-free service because buses can always use the lane. Carpoolers can use the lanes free of charge - any time
- Solo motorists with a MnPASS transponder can choose to use the lanes during rush hours by paying a fee averaging \$1.25
- Transit, carpool and vanpool users outnumber single-occupant vehicle tollpayers by more than 7 to 1 on I-394
- Lanes adjacent to the MnPASS lanes remain general purpose lanes - open and free to all vehicles and less congested because of MnPASS.

Planning for the future

The next MnPASS lanes are proposed to be built from 2013-15 on I-35E between St. Paul and Little Canada when the I-35E Cayuga Bridge is replaced. These express lanes will be the first MnPASS investment in the East Metro area and an essential link for people commuting between downtown St. Paul and suburbs to the north.

Short-term priority (2013 – 15)

- Interstate 35E between I-94 in St. Paul and Highway 36 in Little Canada

Mid-term priority (2015 - 30)

- I-35E between County Road E in Vadnais Heights and Highway 36 in Little Canada
- Highway 36 (eastbound) between I-35W in Minneapolis and I-35E in St. Paul
- I-35W between Highway 36 in Minneapolis and Blaine
- I-94 between St. Paul and Minneapolis

MnDOT and the Metropolitan Council have recommended additional MnPASS lanes for the region in future years because MnPASS is a cost-effective strategy for managing congestion, using existing road capacity to reduce travel times on some of the busiest roads in the metro area.

September 2011

MnPASS benefits Twin Cities commuters by providing:

- Reliable travel times
- Travel options for all commuters
- Reduced congestion
- Improved traffic flow all highway lanes
- Advantages for transit, with faster, more reliable bus service

MnPASS benefits Minnesota taxpayers by providing:

- An economical way out of congestion
- An advantage to transit within existing road capacity
- Additional highway capacity when it is needed most, during rush hours
- A system that moves more people at a lower cost than regular lanes
- Revenue to operate, maintain and improve the MnPASS system

For more information contact:

Brad Larsen
MnPASS Policy Manager
MnDOT Metro District
651-234-7024
brad.larsen@state.mn.us

Your Destination...Our Priority



PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 12-30 supporting Lexington Avenue Corridor Improvements, from I-694 to County Road F.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
APRIL 16, 2012
MJM/

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR *mjm*
DATE: APRIL 6, 2012
SUBJ: LEXINGTON AVENUE CORRIDOR IMPROVEMENTS, FROM I-694
TO COUNTY ROAD F

DISCUSSION

Ramsey County is submitting the proposed improvement of Lexington Avenue, from I-694 to County Road F, for consideration for Transportation and Economic Development (TED) funding. The County is asking for resolutions of support from both Arden Hills and Shoreview, as well as support and possibly donated right of way from area businesses that could benefit from the improvement. Attached is email correspondence from Ramsey County explaining the need for the support and timing of the application for TED funding and a map of the proposed improvements.

With the continued growth in the region, together with the changes in traffic patterns anticipated with the reconfiguration of the Hamline Avenue access to I-694, Lexington Avenue immediately north of the I-694 interchange will see its service level significantly degrade in the foreseeable future. Access to the businesses via Gramsie Road is increasingly problematic, and transportation managers from both the City and Ramsey County expect an increase in crash rates in the corridor. The intersection of Lexington Avenue with County Road F is currently inadequate for peak periods of the day; and it is expected to be worse in the future with the normal background growth in traffic combined with shifts that will occur from the removal of the I-694 off-ramp to northbound Hamline Avenue.

Accordingly, the cities of Arden Hills and Shoreview have been working with MnDOT and Ramsey County for improvements to the area. At this time, the best opportunity available for funding these proposed improvements, with minimal cost participation of the cities, is through TED funds. The proposed Lexington Avenue improvements would include the addition of turn lanes at the Lexington/CR F intersection and pedestrian/ADA improvements in the corridor. It is also being recommended to modify the intersection with Gramsie Road to a right in-right out configuration for both safety and congestion reasons. This would necessitate changes in traffic patterns on Gramsie Road and Chatsworth Street that could be assisted by directional signage. Staff is anticipating engaging the affected business community stakeholders on the topic of the modification of the Gramsie Road access shortly; the strength of the proposal for TED funding is that it simultaneously addresses congestion and safety issues and has the support of the area businesses.

Ramey County has requested City support of their application for TED funding for the proposed Lexington Avenue improvements, which is to be submitted by April 27, 2012. Staff has worked with both MnDOT and Ramsey County on the concept of Lexington Avenue improvements and agrees the proposal would be beneficial to the area.

RECOMMENDATION

Resolution 12-30 supporting the Lexington Avenue Corridor Improvement is provided for consideration.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD APRIL 16, 2012**

* * * * *

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 April 16, 2012, 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. 12-xx

SUPPORTING LEXINGTON AVENUE CORRIDOR
IMPROVEMENTS, FROM I-694 TO COUNTY ROAD F

WHEREAS, Ramsey County is proposing improvements to Lexington Avenue, from I-694 to County Road F in Shoreview; and

WHEREAS, the proposed improvements address growing traffic safety and congestion issues in the Lexington Avenue Corridor; and

WHEREAS, the proposed improvements would be beneficial to both motorized and non-motorized modes of transportation in and around the Corridor, as well as serve the economic development interests of the Community; and

WHEREAS, Ramsey County is submitting a proposal for Transportation and Economic Development funding that seeks to minimize Shoreview financial participation and the Shoreview City Council has discussed and considered these proposed improvements to the Lexington Avenue Corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SHOREVIEW, MINNESOTA THAT the Shoreview City Council is supportive of Ramsey County's proposed improvement of the Lexington Avenue Corridor from I-694 to County Road F.

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: ;

Mark Maloney <mmaloney@shoreviewmn.gov>

**Lexington Avenue Improvements- I-694 to County Road F**

1 message

Lux, Joseph <Joseph.Lux@co.ramsey.mn.us>

Fri, Mar 16, 2012 at 11:21 AM

To: "Hutmacher, Jill" <jill.hutmacher@ci.arden-hills.mn.us>, TOM SIMONSON <TSIMONSON@shoreviewmn.gov>

Cc: Terry Maurer <terry.maurer@ci.arden-hills.mn.us>, MARK MALONEY <mmaloney@shoreviewmn.gov>

Hi, Jill and Tom:

MN/DOT and DEED have announced another solicitation for Transportation and Economic Development (TED) funding for transportation projects. This year's solicitation is less interchange-specific, so we think Lexington Avenue, from just south of I-694 to just north of County Road F, is a good candidate. (We've also submitted it as Surface Transportation Program project and it scored well enough to be funded in a "normal" cycle, but probably not in the current economic climate, unless Congress drastically changes the current transportation bills.)

To summarize what we're proposing, the project would add right-turn lanes at each of the Lexington Avenue ramps to supplement the work MN/DOT is doing there this summer to add dual left-turn lanes. At the Lexington Avenue/County Road F intersection, we'd add dual left-turn lanes for northbound traffic and dedicated left-turn and right-turn lanes for east and westbound traffic. A second southbound left-turn lane could be added, and would improve signal operations a bit, but is optional. Pedestrian facilities would be upgraded to be compliant with ADA requirements and to accommodate the needs of the community. An important component of the proposal, and one that we've discussed with the Shoreview staff, is the proposed prohibition of westbound left turns at Gramsie Street. This would need public involvement, but would represent a significant operational and safety improvement.

One criterion that will affect the scoring of the proposals is how the funds will be leveraged. A greater percentage of local or private funds will help our score. To that end, we plan to allot a significantly higher proportion of CSAH funds to the project than we have in the past. Municipal funding of this project, according to our cost participation policy would be very limited- the only things we've identified so far would be if the cities wanted to add trail or sidewalk- existing sidewalk affected by the project would be replaced at County cost. However, the one area of private investment we want to seek is the donation of right of way. We're working on quantifying how much will be needed for the project, and it is not a large amount, but we would be able to credit the assessed value of the property donated to the project and the donors would be able to write the value off. In the previous TED cycle, Boston Scientific indicated that they would consider this (no commitment, just consideration).

What we'd like from the Cities are the following:

- Any contact you may have at the properties we'd be asking to donate right of way: Bremer Bank, Land O'Lakes, and Boston Scientific in Arden Hills and at the Shoreview Corporate Center, Reiling Properties (Red Robin) and the apartments in Shoreview.
- I've attached a list of the businesses we identified as benefitting from this project. Any additions, corrections, deletions to this list that you're aware of, as well as any contacts at them that you could provide would be helpful.
- City Council resolutions supporting the project, or letters of support, as appropriate, would be helpful.

I've attached a simple layout of the project area for your reference, but it does not show much- please let me know if you have questions, comments, or if we can provide anything. Proposals are due April 27th, so we're on kind of a fast track- thanks in advance for your help.

Joe Lux

Joseph Lux

Planning Specialist

Ramsey County Public Works

1425 Paul Kirkwold Drive

Arden Hills, MN 55112-3933

651-266-7114

651-266-7110 (fax)



2 attachments



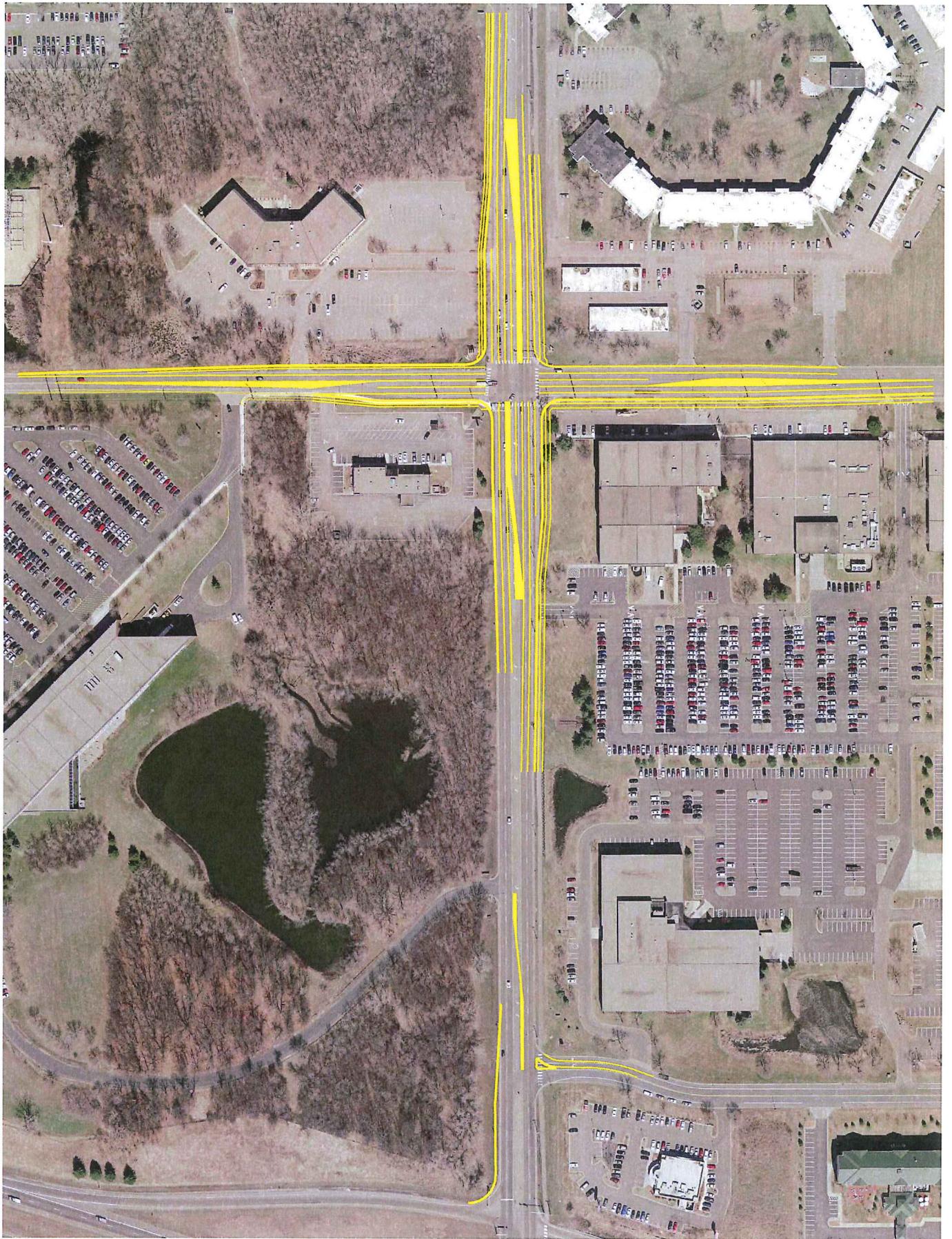
Major Employers Adjacent to I-694 2-12.docx

13K



Lexington CR F Concept Layout- cropped.pdf

457K



PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

awarding the long-term disability insurance policy to Assurant Employee Benefits at a rate of \$.45 per \$100 of salary.

ROLL CALL: AYES _____ NAYS _____

HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

Regular Council Meeting
April 16, 2012

MEMORANDUM

To: Mayor and City Council

From: Laurie D. Elliott, Human Resources Director

Date: April 11, 2012

Re: Long-Term Disability Insurance Award

Introduction & Background

Cities are required to solicit proposals for insurance coverage a minimum of every five years. The City has been with National Insurance Services since 1997 for long-term disability (LTD) insurance. LTD is included in the benefit package for all regular full-time and regular part-time employees. While the cost of LTD is funded by the City, the premiums are passed through to employees so that they pay the taxes on the premium amount, and are able to realize tax-free LTD benefits in the event they are disabled.

Shoreview's current plan includes a 90-day waiting period, 66-2/3% monthly benefit, a 4% cost of living adjustment and a 5-year own occupation clause. Our current rate is \$.45/\$100 of salary. Shoreview also has a self-funded short-term disability program for employees that pays a 66-2/3's benefit from day 22 through day 90 of their disability.

In addition, the City plan also provides LTD coverage for the full-time Lake Johanna Fire Department (LJFD) staff. This includes the Fire Chief, Asst. Fire Chief, Fire Marshall, and Office Manager. They were unable to obtain cost effective long-term disability coverage. Subsequently, our insurance carrier allowed these positions to be added to the City's policy. LJFD is invoiced monthly for their share of the premium.

Staff advertised for proposals in mid-February and opened the submittals on March 8, 2012. In the RFP we requested rate guarantees for years two and three of the insurance coverage.

Discussion of Proposals

Two agents submitted proposals from two different companies. Our current carrier (National Insurance Services) matched our existing plan and had a three-year rate guarantee of \$.425 per \$100 of salary. This rate is slightly less than our existing rate.

The second proposal is from Assurant Employee Benefits. This plan maintains our current rate of .45/\$100 of salary, has a three-year rate guarantee and provides some plan enhancements that are more typical to industry LTD insurance standards.

The most significant differences in the Assurant proposal include a dual definition of disability and a longer interruption to the 90-day waiting period.

Disability Definition - Our current plan defines disability as unable to perform one or more duties of your job and earning less than 80% of your normal pay. The Assurant plan defines disability as unable to perform one or more duties of your job or earning less than 80% of your normal pay. The “or” is significant. For example, if someone is returning to work following surgery and able to work three days a week performing their regular job duties, they will not qualify as disabled under our current plan because they meet the income test (earning less than 80%), but they fail the job duties test (they’re performing all the tasks of their position). Under the Assurant proposal, they would meet the disability definition and qualify for benefits for the days they cannot work because they only need to meet one prong of the disability definition.

Interruption Period - Our current plan allows up to 30 days of work during the 90-day waiting period. An employee has up to 120 days to meet the waiting period requirement and qualify for long-term disability benefits. The Assurant plan allows up to 90 days of work during the 90-day waiting period, extending the waiting period time frame to 180 days. This longer interruption period is important. For example, in the case of cancer treatments or dialysis an employee is able to work for periods of time as they undergo treatment. The Assurant plan offers greater flexibility in meeting the waiting period requirement to qualify for benefits.

With this round of proposals it became clear that the LTD market is shifting to plans that offer lesser financial benefits than in the past. While we received excellent quotes during this process, we may need to make changes to our disability program during future proposal periods.

Attached is a copy of the proposal tabulation for your information.

Recommendation

Staff is recommending Assurant Employee Benefits with a 3-year rate guarantee of \$.45 per \$100 of salary. This plan matches our existing policy with the 5-year own occupation clause, a 66-2/3’s monthly benefit, and maintains our current rate for another three years.

City Of Shoreview
LTD PROPOSAL TABULATION
 March 8, 2012

<u>Company</u>	<u>Waiting Period</u>	<u>Opt. 1</u> 2/3; 4% cola 5 yr own occ Year 1	<u>Opt. 1</u> 2/3; 4% cola 5 yr own occ Year 2	<u>Opt. 1</u> 2/3; 4% cola 5 yr own occ Year 3
National Insurance Services	90 days	.425	.425	.425
Assurant	90 days	.44	.44	
	90 days			
	90 days			
Assurant	90 days	.45	.45	.45
	90 days			

We requested a three-year rate guarantee from Assurant and this was their quote.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to authorize construction agreement with CP Rail for reconstruction of the
railroad crossing at Victoria Street, DOT#689008K.

ROLL CALL:	AYES	NAYS
HUFFMAN	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING
APRIL 16, 2012
MJM/

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: APRIL 12, 2012
SUBJ: AUTHORIZE CP RAIL AGREEMENT FOR RECONSTRUCTION OF
VICTORIA ST./CO. RD. E CROSSING, DOT#689008K

INTRODUCTION

The City is proceeding with public infrastructure improvements associated with the Lakeview Terrace Development. The planned realignment of the County Road E/Victoria Street/Owasso Street intersection requires complete replacement of the CP Rail crossing of Victoria Street. City Council authorization for a construction agreement with CP Rail is required at this time to allow for the crossing work to be coordinated with the other roadway improvements.

DISCUSSION

Shoreview's Capital Improvement Program includes the realignment of Owasso Street and improvements near the intersection of Victoria Street and County Road E in 2012. These improvements were previously studied and determined to be necessary to facilitate the planned Lakeview Terrace Development located at the southeast corner of the Victoria Street/County Road E intersection. That planned redevelopment project, which includes the demolition of the existing Midland Plaza retail center and construction of a 6-story, 104 unit apartment building, is proceeding through the Planning Commission and City Council approval process.

At this time, the final design details for the necessary public infrastructure improvements are nearly complete, with the project moving toward a contract award in July, 2012. The work required for the reconstruction of the Victoria Street railroad crossing near County Road E will be accomplished through an agreement with CP Rail at an estimated cost of \$350,171.61. The work addresses the complete replacement of all crossing equipment as stipulated by the Railroad, and includes cantilevers, flashers, gates, concrete crossing, controllers, circuitry, wiring and interconnect with the traffic signals. A copy of the Agreement is included for reference. A separate agreement is being negotiated for the acquisition of right of way and easement from the Railroad. The remainder of the public infrastructure related work will be in the form of a publically bid construction contract; the plans are in the final stages of development with an anticipated bid open in July, 2012.

PROJECT FINANCING

The City anticipates the public improvement project will be funded through an interfund loan from existing tax increment resources to be repaid through the creation of a new tax increment financing district as part of the development approvals. The proposed tax increment funding would cover both the City and developer's share of the project costs.

Earlier this year, the Metropolitan Council awarded the City a Livable Communities Demonstration Account (LCDA) grant in the amount of \$655,000 to help fund the public infrastructure costs associated with the realignment of Owasso Street. This grant will potentially offset a portion of the tax increment financing necessary to pay for the realignment and allows for additional site improvements.

The current estimate for the cost of public infrastructure improvements associated with the realignment and reconstruction of Owasso Street, County Road E and Victoria Street, including the railroad crossing, is \$2,912,688. A detailed breakdown of costs is attached for reference. Ramsey County's estimated share of project costs at this time is \$363,560. It is anticipated that the City's share of infrastructure improvement costs will total \$2,549,128, with some portion offset by proceeds of the LCDA grant.

PROJECT SCHEDULE

Following is the schedule for significant actions associated with the Lakeview Terrace project. This aggressive schedule provides for the realignment of Owasso Street on a timeline that would accommodate the developer's desire to have their new apartment building open in the Spring of 2014. This schedule for the construction of public infrastructure assumes that the property developers successfully bring the redevelopment plans through the city's concept and final development review and approval process and demolish the Midland Plaza retail center in June of 2012.

This schedule includes:

Planning Commission Public Hearing on PUD	April 24, 2012
EDA Consideration of TIF Plan	May 14, 2012
City Council Approve Plans & Specifications	May 21, 2012
Council Approval of Final PUD, TIF District/Plan	June 18, 2012
Council Award of Road Construction Contract	July 2, 2012
Major Road Construction Elements Complete	November, 2012
Road Construction Complete, Site Work Begins	June, 2013

RECOMMENDATION

An agreement with CP Rail is required to complete the stipulated improvements to the rail crossing of Victoria Street impacted by the proposed public improvements. The railroad has requested as much lead time as possible in order to meet the desired completion date for the roadway improvements in conjunction with the Lakeview Terrace development. Staff recommends authorization of the construction agreement with CP Rail for reconstruction of the railroad crossing at Victoria Street, DOT#689008K.



SHOREVIEW, MINNESOTA
 OWASSO STREET REALIGNMENT AREA
 PRELIMINARY COST ESTIMATE
 RURAL OPTION
 CITY PROJECT #09-12
 SEH NO. 118739
 04/12/12

	Roadway	Trail	Traffic Signal
Owasso Street			
Ramsey County			\$ 33,500.00 (3)
City of Shoreview	\$459,195.65		\$ 16,500.00 (3)
County Road E			
Ramsey County	\$148,133.00 (1)	\$14,876.00 (2)	\$67,000.00 (3)
City of Shoreview	\$379,301.00 (1)	\$44,628.00 (2)	\$33,000.00 (3)
Victoria Street			
Ramsey County			\$ 67,000.00 (3)
City of Shoreview	\$512,517.75		\$ 33,000.00 (3)

Shoreview Const. Cost	\$1,478,142.40
10% Contingency	\$ 147,814.24
Subtotal Construction Cost	<u>\$ 1,625,956.64</u>
100% RR Signal Cost	\$ 350,171.61
Engineering/Admin (City)	\$ 85,000.00
Engineering (Consultant)	\$ 385,000.00
Right-of-Way Acquisition	\$ 103,000.00
Total Shoreview Project Cost	<u>\$ 2,549,128.25</u>

Ramsey County Const. Cost	\$330,509.00
10% Contingency	\$ 33,050.90
Subtotal Construction Cost	<u>\$ 363,559.90</u>
0% RR Signal Cost	\$ -
Total Ramsey Co. Cost	<u>\$ 363,559.90</u>

Notes:

- (1) 59% City, 41% County (based on percentage of pavement added by second left turn lane)
- (2) 75% City, 25% County
- (3) 33% City, 67% County

AGREEMENT

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

WITNESSETH

WHEREAS, Victoria Street with DOT #689008K as presently located in City of Shoreview, Ramsey County, Minnesota, crosses at grade one main line track of the COMPANY at railroad mile post 7.51 on the Withrow Subdivision, and is constructed with concrete panels and warning devices that consist of standard railroad flashing light signals with half roadway gates; and

WHEREAS, the ROAD AUTHORITY proposes to reconstruct and widen the existing roadway and to have the COMPANY extend the crossing surface with concrete crossing material and replace existing warning devices substantially as shown on the plan attached hereto, and marked Exhibit "A"; and

WHEREAS, the parties desire to set forth the terms and conditions for reconstruction and widening of said crossing; and

WHEREAS, the crossing surface work herein proposed to be performed by the COMPANY shall be completed with the street closed to traffic, the warning device relocation will be coordinated accordingly.

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

SECTION 1. The "Standard Provisions for Highway-Railroad Agreements" attached hereto as Exhibit "C" are hereby made a part of this Agreement.

SECTION 2. Subject to the terms of this agreement, the COMPANY hereby grants its consent to the reconstruction and widening of Victoria Street across its track as proposed by the ROAD AUTHORITY.

SECTION 3. The ROAD AUTHORITY shall secure, or cause to be secured; all rights-of-way or easements required for its project in addition to that provided for in Section 2 and shall construct and complete its project all without cost or assessment to the COMPANY.

SECTION 4. The parties shall construct, or cause to be constructed, the following items of work:

1. WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, all of the labor, materials and work equipment

required to perform and complete:

- a. An 8' concrete panel extension;
- b. Replacement of the existing warning devices including half roadway gates;
- c. Incidental work necessary to complete the items hereinabove specified.

The estimated total cost of the work to be performed hereunder by the COMPANY at the expense of the ROAD AUTHORITY as outlined above is \$350,171.61 as indicated in the detailed estimate of cost attached hereto and marked Exhibit "B".

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 ROAD AUTHORITY may immediately suspend further payments under this agreement and the COMPANY shall repay all funds expended on unsatisfactory work.

2. WORK BY THE ROAD AUTHORITY. The ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, all of the labor, material and work equipment required to perform and complete:
 - a. The reconstruction and widening of Victoria Street crossing, including utility work, grading, paving, installation of approach signs, pavement markings and drainage facilities.
 - b. The paving of the roadway approaches up to the edge of the concrete crossing surface installed by the COMPANY under 1.c above.
 - c. Traffic control and detour signing.
 - d. Incidental work necessary to complete the items hereinabove specified.

3. The work of the COMPANY and the ROAD AUTHORITY shall be completed in accordance with the Exhibit "A" schematic attached hereto and the final project plans and specifications approved by the Minnesota Department of Transportation.

SECTION 5. In compliance with the Federal Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975, and supplements, which determine COMPANY benefit and liability, the proposed grade crossing improvement meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.

SECTION 6. Upon completion of this project, Ramsey County will reassume jurisdiction for the roadway and will be responsible for maintaining the roadway and crossing approaches up to the

ends of the track ties at its expense. The COMPANY shall operate and maintain its track, the crossing over its ties and 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 over such trackage and crossing, but this obligation to maintain said crossing and warning devices shall cease in the event the COMPANY abandons its railroad operations over said track in the future, in which event the ROAD AUTHORITY may, if it desires, remove the trackage and restore and maintain the crossing at its sole cost and expense.

SECTION 7. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed.

ACCEPTED: _____, 2012 APPROVED: _____, 2012

CITY of SHOREVIEW, MN

SOO LINE RAILROAD COMPANY

By: _____ By: _____

Attest: _____ Attest: _____

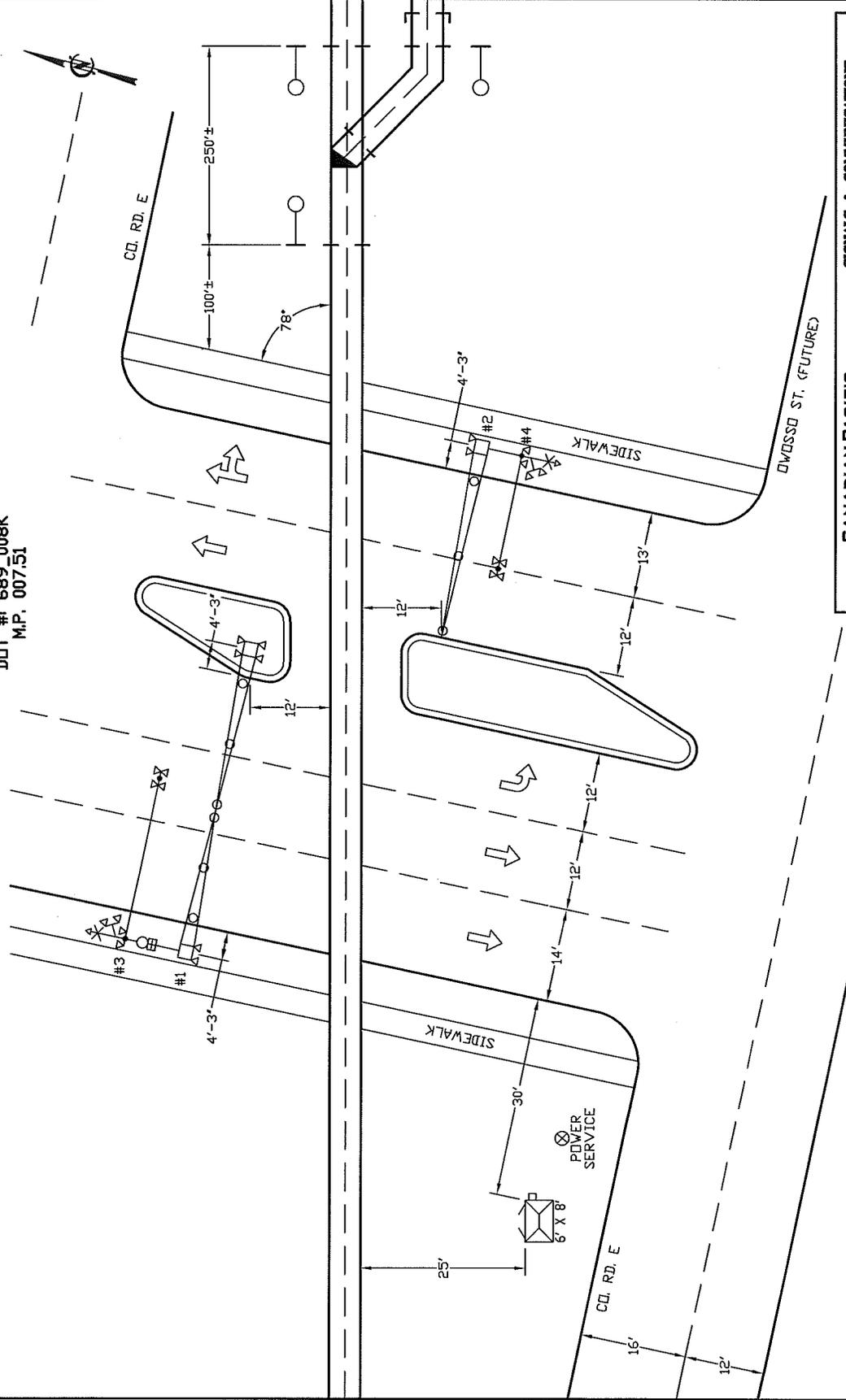
Date: _____, 2012 Date: _____, 2012

Exhibit A Plan Drawing

TO CP UNIVERSITY

VICTORIA STREET
DOT #1 689_008K
M.P. 007.51

TO WITHROW



CANADIAN PACIFIC SIGNALS & COMMUNICATIONS

DOT#:	689_008K	LOCATION SKETCH	
DATE:	2012-02-17	VICTORIA STREET	
SCALE:	NTS	SHOREVIEW, MN	
JOB NO.:	C-12-1100	PLAN NO.	WITH007.51PA000_SW

TRAIN SPEED
MAIN 30 MPH
CLEARANCE DISTANCE = 36 FT

Exhibit B Cost Estimate

Crossing Surface (8' concrete panel)	\$5,000.00
Signal work (see attached)	\$345,171.61
Total	\$350,171.61



Transmittal

Rail Signal Systems Corporation

DATE: FEBRUARY 22, 2012

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

TO Canadian Pacific Railway
Jim Krieger
Kent Law
Tai Cheung
Daniel Roman
Greg Homan
Jamie Ruzycski
Kurt Hoban

FROM John Cummings
john.cummings@railsignalsystems.com

PROJECT NO.	SUBJECT	TRANSMITTAL NO.
C-12-1100	Estimate Victoria Street - Shorecrest, MN	CPR 868

DESCRIPTION	INFORMATION	REFERENCE
Location Information	CROSSING: Victoria Street NUMBER OF TRACKS: 1 SUBDIVISION: Withrow MILE POST: 7.51 (old MP 10.51) FRA/AAR DOT No: 689008K COUNTY: Ramsey TOWN/CITY: Shoreview STATE: Minnesota	N/A
Project	Installation of new cantilevers, 12" LED flasher and gates, 12" LED flashing light signal and gate in raised center roadway median, CWT circuitry, gates, 12" LED's and traffic signal interconnect.	
Funding	100% tbd - City of Shoreview, MN	
Project Completion	Installation - 2012	
Project Contact	Dave McKenzie - SEH Consulting 651-490-2042	
Special Request	Take photo of bungalow decal indicating Milepost and DOT numbers	

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

THANK YOU!



March 8, 2012

Victoria Street
DOT # 689008K
M.P. 7.51 – Withrow Subdivision
Shoreview, MN (Ramsey County)

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

1. New 6'x8' instrument shelter with the utilization of a XP-4 redundant constant warning device and associated electrical and electronic apparatus.
2. New SSCCIII Plus & SEA/R Monitoring system.
3. Install new track cables. New pipe will be bored through the road, under sidewalks and under the track.
4. Install new signal cables from bungalow to cantilevers and flasher/gates.
5. Aggregate for installation around instrument shelter, cantilever and flasher/gate.
6. Install 2 new Cantilevers, 12" LED Lamp Units, and 3 new flashers and gates.
7. 1 Way 12" LED side lights and offset brackets on each cantilever
8. New Narrow Band Shunts and dummy load.
9. Interface with traffic pre-emption circuits.
10. New AC Meter Service and cable from service to shelter.

CANADIAN PACIFIC RAILWAY

Victoria Street - Shoreview, MN (Ramsey County)

DOT # 689008K - M.P. 007.51 - Withrow Subdivision

RSS Project Number: C-12-1100

March 8, 2012

LINE NO.	Qty.	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL COST
1		House (Plans Sheet 1)		
2	1	House, 6'X8', Alum., CP Rail, Far, P/N T17893	11070.00	\$11,070.00
3	2	P.O.E. Light, Gem Power Off, B-Hive T, P/N T13649 (House)	47.59	\$95.18
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	26.76	\$26.76
10	2	Padlock, Hexagon OR Spanner w/...(Gates and Cant.), P/N 030399-16X	31.84	\$63.68
11		Cantilever (Plans Sheet 1)		
12	1	Safetran WTFCantilever 24'	15587.00	\$15,587.00
13	1	Safetran WTFCantilever 24'	15587.00	\$15,587.00
14	2	Pour in Place Foundation for Cantilever	1527.00	\$3,054.00
15	2	DOT Signs (Cantilever)	18.75	\$37.50
16	15	Concrete for around Cantilever (yards)	100.00	\$1,500.00
17	4	FLX-4000 & X-ARM 1-Way, P/N 042003-MLED1W	1995.00	\$7,980.00
18	2	FLX-4000 & X-ARM 2-Way, P/N 042001-L40011	2750.00	\$5,500.00
19	4	Cantilever Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$511.60
20		Gates (Plans Sheet 1)		
21	3	Mast, "S" 5" X 16"0" Std. Hole, P/N 070519-40AX	1456.81	\$4,370.43
22	3	Gate, Model "S-40", Entrance P/N 074000-W00105	6745.78	\$20,237.34
23	3	KIT, S-40 CP WIRING HARN. A, P/N 074039-24X-CP1	491.85	\$1,475.55
24	1	FLX-4000 & X-ARM 2-Way, P/N 042003-	2750.00	\$2,750.00
25	2	FLX-4000 & X-ARM 1-Way, P/N 042007-	1995.00	\$3,990.00
26	3	DOT Signs (Flashers)	18.75	\$56.25
27	24	Nut, Insulated, P/N 023408-1X	6.67	\$160.08
28	3	Counterweight Kit 32', P/N 070755-1720X3	2049.61	\$6,148.83
29	3	Keeper, Gate Arm, General Signal, P/N 250165-T09225	2575.00	\$7,725.00
30	3	Bracket, High Wind, NEG 191036, P/N 259371-T10128	168.40	\$505.20
31	3	Support, High Wind For Gate As, P/N 076203-518X	125.00	\$375.00
32	3	Sleeve, Extrusion, Gate Arms 1, P/N 076203-6	32.00	\$96.00
33	3	Support, Arm Assy, P/N 070920-211LRX	650.00	\$1,950.00
34	3	Gate Arm, 16'-32' Alum/Fiber, P/N 250938-T11152	762.75	\$2,288.25
35	3	Lamp Kits, EZ Gate (R) Lamp, Inc	250.00	\$750.00
36	3	Sign, RR Cross, P/N 035200-DXD	460.70	\$1,382.10
37	2	Bell, Electronic, 4"-5" Base, P/N 253165-T10906	435.00	\$870.00
38	3	Gate Hardware Package, Sign 5" MTG, P/N 071367-4X	127.90	\$383.70
39	1000	Wire, #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.42	\$420.00
40	3	Foundation, Assembly, P/N 035903-912X (Gate)	400.00	\$1,200.00
41	1	Wrench Kit, Torque, P/N 070981-X	241.56	\$241.56
42		Electrical Grounding (Plans Sheet 1)		
43	14	Rod, Ground 5/8" X 10', P/N 112152-T01991 (House, Case, Gates and Cant.)	27.00	\$378.00
44	14	Connection, 1-Shot Cadweld #SBN, P/N 112026-T01958	9.98	\$139.72
45	490	Wire, #6 Solid Soft Drawn Copp, P/N 400999-T00027	0.90	\$441.00

CANADIAN PACIFIC RAILWAY

Victoria Street - Shoreview, MN (Ramsey County)

DOT # 689008K - M.P. 007.51 - Withrow Subdivision

RSS Project Number: C-12-1100

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46		Ground Materials (Plans Sheet 1)		
47	28	Clamp, Ins. Wire W/O Base Ins., P/N 021378-23X	11.21	\$313.88
48	28	Sleeve, Tab Style For 3/16" ST, P/N 0960106-T12346	1.77	\$49.56
49	28	Sleeve, BS/BS, P/N 0960107-T12346	1.07	\$29.96
50	28	Sleeve, #6/BS, P/N 0960108-T12346	1.07	\$29.96
51	28	Web Bonds, P/N 115027-T00149	4.88	\$136.64
52	50	Weld Metal, Cadweld No. SB25, P/N 115026-T00550	1.93	\$96.50
53	12	Terminal, Ring Tongue, Wire Rang, P/N 097000-T00003	1.11	\$13.30
54	28	Clip, Trk. Circuit Retainer, 1, P/N 999026-T08742	4.04	\$113.12
55	150	Bondstrand, Insulation 3/32" D, P/N 021624-3	1.74	\$261.00
56	50	Bond, Joint XS Style SBS-2488-2, P/N 115026-T00148	4.88	\$244.00
57	4	Duct Seal / 5 lb. Bags, P/N 116152-T00151	15.00	\$60.00
58	2	Sealant, Permagum Plastic, P/N 400999-T00185	12.00	\$24.00
59	16	Tubing, Heat Shrink, 6" Long, P/N 116033-T10483	40.00	\$640.00
60	2	Tape, Electrical Vinyl, Cold Wea., P/N 116136-T10734	6.00	\$12.00
61	16	Hose, 2" Dia. X 18" Long, P/N 400999-T010154	5.00	\$80.00
62	1	Broom, Heavy Duty #1003308, P/N 350053-T11934	14.00	\$14.00
63	2600	Cable, Underground 2C #6 TW, P/N 099044-T10004 (House and Case)	2.09	\$5,434.00
64	850	Cable, Underground 10C #14 SO, P/N 099044-T10005 (House and Case)	2.09	\$1,776.50
65	850	Cable, U.G. 7C #6 Solid Copper, P/N 409244-T06526 (House and Case)	8.01	\$6,808.50
66	175	Cable, U.G. 3C #2 Solid Copper, P/N 409244-T06525	8.56	\$1,498.00
67	2	Shunts, NBS-2, Safetran P/N 02500-107	1033.90	\$2,067.80
68	4	Foundation, Bungalow, Galvanized 48", P/N T10862-48309	149.31	\$597.24
69		Track Materials (Plans Sheets 1)		
70		Insulated Joints	375.00	\$0.00
71		Insulated, Gauge Plate, #1 & #2 Rods	1800.00	\$0.00
72		House Equipment (Plans Sheets 2-20)		
73	1	XP-4, Chassis w/Backplane, 9 Slots, P/N 300752-000	\$2,839.85	\$2,839.85
74	4	XP-4, XTI-1S, Personality Module, (Norm/Stby), P/N 227481-000, 1 Trk Redundant, Slot 1 & 2	\$417.35	\$1,669.40
75	4	XP-4, XTI-1S, Crossing Track Interface Module, P/N 251336-000, 1 Trk Redundant, Slot 1 & 2	\$3,340.50	\$13,362.00
76	1	XP-4, VIO-86S, Personality Module, (8 In/6 Out), P/N 227537-000, Slot 7	\$426.70	\$426.70
77	1	XP-4, VIO-86S, Vital I/O module, (8 In/6 Out), P/N 251380-000, Slot 7	\$2,224.45	\$2,224.45
78	1	XP-4, IXC-20S Personality Module, P/N 251546-000, Slot 8 & 9	\$426.70	\$426.70
79	1	XP-4, IXC-20S Integrated Crossing Contol Module, P/N 251384-000, Slot 8 & 9	\$2,320.50	\$2,320.50
80	1	XP-4, Central Power Supply, CPS-3, P/N 251456-000	\$556.75	\$556.75
81	1	XP-4, Normal/Standly Module, P/N 251346-000	\$881.45	\$881.45
82	1	XP-4, Vital Processor Module, P/N 251432-200 (Crossing)	\$2,126.70	\$2,126.70
83	1	XP-4, Crossing/Display Unit, P/N 251124-000	\$363.80	\$363.80
84	1	XP-4, Ground Fault Detector, P/N 251346-000	\$603.50	\$603.50
85	1	XP-4, Chassis Information Module, XCI-2, P/N 251442-000	\$354.45	\$354.45
86	2	XP-4, Cable, XIP-20 #2, 8 Feet, P/N 075047-001	\$82.45	\$164.90
87	2	XP-4, Cable, XIP-20 #1, 8 Feet, P/N 075046-001	\$82.45	\$164.90
88	2	XP-4, Crossing Interface Panel, XIP-20B, P/N 227561-100	\$306.85	\$613.70
89	2	XP-4, Wall mount kit, XIP-20B, P/N 180611-100	\$74.80	\$149.60
90	2	MDSA-2X, 2 Track, P/N 250204-000	\$785.26	\$1,570.52
91	1	MDSA-1X, 1 Track, P/N 250204-000	\$438.75	\$438.75
92	4	Resistor, Ohm P/N 029603-2X	52.00	\$208.00
93	1	SSCC III Plus, 40A Crossing, P/N 9000-91190-1101	5451.42	\$5,451.42
94	1	Event Recorder, SEAR II, CP SOO, P/N 8311-80290-00000	3004.16	\$3,004.16
95	3	ILOD for SEAR II, P/N A80271	537.57	\$1,612.71

CANADIAN PACIFIC RAILWAY

Victoria Street - Shoreview, MN (Ramsey County)

DOT # 689008K - M.P. 007.51 - Withrow Subdivision

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96	1	Box, Test, Key for CP Rail., P/N 001876-T11593	641.23	\$641.23
97	1	Knife Switch, Selector, Allen Bradle, P/N 133152-T09990	125.00	\$125.00
98	1	Plate, Legend, Pushbutton Switch, P/N T12967	5.00	\$5.00
99	1	Breaker SGL 20A, P/N 007471-1B	9.95	\$9.95
100	1	Breaker 2-Pole 20A, P/N 007471-1C	21.73	\$21.73
101	2	Charger, ERB-C 12/4001C, P/N 150395-T11922	1180.25	\$2,360.50
102	1	Transformer, 120/24, VAC, Type, P/N 151236-T09992	87.28	\$87.28
103	1	Transformer, 120/5, VAC, P/N T15928	41.40	\$41.40
104	1	Relay, N.V. P&B KUP-14D15-1, P/N 053222-T04010	21.00	\$21.00
105	1	Socket, P&B Relay, For KUP SER, P/N 054222-T09996	11.15	\$11.15
106	2	Clip, Hold Down, Relay, P&B 20C, P/N 053222-T09795	1.02	\$2.04
107	3	Fuse, 5A, FRN-5, P/N 310152-T00391	12.00	\$36.00
108	3	Fuse, 10 AMP, 250 Volt, FRN-R-10, P/N T13212	12.00	\$36.00
109	6	Block, Assy, Fuse, BKLT (CUCA), P/N 027614-1X	67.50	\$405.00
110	2	Protector, Surge SP20-3A, P/N 010807-7AX	228.60	\$457.20
111	4	Panel, Vertical, Blank Faraday, P/N 051883-152	159.83	\$639.32
112	3	Panel, Surge, 2 Track, With, P/N 051883-199X1	377.00	\$1,131.00
113	8	Panel Assy, Vertical Track, P/N 051883-127X1	427.43	\$3,419.44
114	32	Nut, Insulated, P/N 023408-1X	6.12	\$195.84
115	12	Equalizer without Base, P/N 022700-1X	21.25	\$255.00
116	60	Arrester, Clearview, (CUCA), P/N 022485-28X	18.57	\$1,114.20
117	1	Arrester, Heavy Duty, Clearview, P/N 022585-1X	49.50	\$49.50
118	75	Link Assembly, Test	3.00	\$225.00
119	75	Link 1"	3.00	\$225.00
120	8	Link, Test 2 3/8" Centers	3.00	\$24.00
121	60	Panduit, E2X3LG6 Taylor #92030, P/N 098152-T00256	2.00	\$120.00
122	60	Cover, Panduit #C2LG6 2"x 6', P/N 098152-T00259	2.00	\$120.00
123	8	Cover, Panduit 1"x 6', P/N 018-06-021	0.57	\$4.56
124	8	Duct Panduit, 1"x3"x6', P/N 018-06-020	2.63	\$21.04
125	4	Resistor, Variable 5 Ohm P/N 029603-2X	42.83	\$171.32
126	2	Resistor, Variable .63 Ohm P/N 029604-2X	42.83	\$85.66
127	12	Block, Terminal, 2-3/8" Center, P/N 023612-1X	7.00	\$84.00
128	2	Block, Terminal, 12, P/N 023274-501X	15.00	\$30.00
129	2	Block, Terminal 12 Post, P/N 023390-12X	15.00	\$30.00
130	3	Connector, 1/2" Straight, P/N 409152-T09455	4.00	\$12.00
131	1000	Wire #16 Okonite T.C Blue #11, P/N 099056-T01538	0.25	\$250.00
132	1400	Wire #10 Okonite T.C. Blue #11, P/N 099056-T01379	0.45	\$630.00
133	150	Wire #10 Green, Insulated, TH..., P/N 099152-T08707	0.34	\$51.00
134	50	Wire #6 AWG, Stranded Copper..., P/N 099152-T06958	0.79	\$39.50
135	75	Terminal, #12-10, 1/4" Binding, P/N 097769-T02961	0.35	\$26.25
136	50	Terminal, AMP, 16/14 HD, AWG.S, P/N 091769-T06180	0.90	\$45.00
137	16	Lug, #6 Battery, For Alcad Bat, P/N 091643-T08694	0.80	\$12.80
138	34	Conduit, 1/2" Flex, Metal, P/N 409152-T09456	0.69	\$23.46
139	1	Cover, Handy Box	1.00	\$1.00
140	1	Box, Wall Mount, Allen Bradley, P/N 001152-T09991	94.00	\$94.00
141	1	Box 2x4 Outlet, P/N 7200	3.00	\$3.00
142	5	Connector, Flex Conduit, 1/2" 90, P/N T12975	3.00	\$15.00
143		Battery, NI-CAD, 250 AH, SPL, WTH, P/N 171023-T09987	375.00	\$0.00
144	19	Battery, NI-CAD, 340 AH, SPL, WTH, P/N 171025-T09990	475.00	\$9,025.00
145			Total:	\$203,813.11

CANADIAN PACIFIC RAILWAY

Victoria Street - Shoreview, MN (Ramsey County)

DOT # 689008K - M.P. 007.51 - Withrow Subdivision

RSS Project Number: C-12-1100

March 8, 2012

LINE NO.	Qty.	DESCRIPTION OF LABOR/EQUIPMENT	UNIT COST	TOTAL COST
1		CANADIAN PACIFIC RAILWAY LABOR		
2	120	Signal Gang, Foreman	32.09	\$3,850.80
3		Signal Gang, Foreman, Overtime	48.14	\$0.00
4	120	Signal Gang, Lead Signalman	27.75	\$3,330.00
5		Signal Gang, Assistant Foreman, Overtime	41.63	\$0.00
6	120	Signal Gang, Signalmar	26.33	\$3,159.60
7		Signal Gang, Signalman, Overtime	39.50	\$0.00
8	240	Signal Gang, Assistant Signalman	23.27	\$5,584.80
9		Signal Gang, Assistant Signalman, Overtime	34.91	\$0.00
10	40	Signal Supervisor	39.50	\$1,580.00
11	60	Accounting/Billing Clerk	21.66	\$1,299.60
12		Track Gang, Foreman	25.87	\$0.00
13	0	Track Gang, Laborers	22.94	\$0.00
14		Track Welders	24.50	\$0.00
15		SUBTOTAL CPR DIRECT LABOR:		\$18,804.80
16				
17		RAIL SIGNAL SYSTEM LABOR		
18	55	Senior Signal Engineer	\$103.50	\$5,692.50
19	15	Signal Engineer	\$93.15	\$1,397.25
20	10	Project Engineer	\$69.35	\$693.45
21	45	Project Manager	\$65.21	\$2,934.23
22	24	Project Administrator	\$46.58	\$1,117.80
23	20	Comptroller	\$62.10	\$1,242.00
24	60	Senior Design Technician	\$46.58	\$2,794.50
25	8	Billing Clerk	\$37.26	\$298.08
26		SUBTOTAL RSS DIRECT LABOR:		\$16,169.81
27				
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		SUBTOTAL CPR TRAVEL:		\$5,100.00
33				
34		CANADIAN PACIFIC RAILWAY EQUIPMENT		
35		Truck, Pickup, 1 Ton, Crew Cab		
36	40	Hourly	11.25	\$450.00
37		Daily	112.50	\$0.00
38		Weekly	450.00	\$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				

CANADIAN PACIFIC RAILWAY

Victoria Street - Shoreview, MN (Ramsey County)

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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		
51	120	Hourly	36.70	\$4,404.00
52		Daily	367.00	\$0.00
53		Weekly	1,468.00	\$0.00
54				
55		Trailer, Utility, Non-Tilt, 4 Tire		
56	120	Hourly	4.10	\$492.00
57		Daily	41.00	\$0.00
58		Weekly	164.00	\$0.00
59				
60		Generator, 2400 Watt, 5 HP		
61	120	Hourly	1.25	\$150.00
62		Daily	12.50	\$0.00
63		Weekly	50.00	\$0.00
64				
65		Grinder, Rail, Portable, On-Track		
66	120	Hourly	3.50	\$420.00
67		Daily	35.00	\$0.00
68		Weekly	140.00	\$0.00
69				
70		Section Truck, with Hoist and Crane		
71	0	Hourly	73.00	\$0.00
72		Daily	730.00	\$0.00
73		Weekly	2,920.00	\$0.00
74		SUBTOTAL CPR EQUIPMENT:		\$17,400.00
75				
76		OUTSIDE SERVICES EXPENSES		
77	150	Boring, 4" Schedule 80 PVC, per foot	45.00	\$6,750.00
78	1	Rock, SB2, Fill Dirt	1,000.00	\$1,000.00
79	1	AC Meter Service	3,000.00	\$3,000.00
80	175	Safetran Shop Wiring & Testing	90.00	\$15,750.00
81	10	Engineering Check	91.11	\$911.10
82		Platform for 6x8 bungalow installation, CPR standards		\$0.00
83				
84				
85	1045	Freight Miles (Containers)	8.28	\$8,652.60
86	1045	Freight Miles (Flatbed Truck for Delivery of Cantilevers)	4.88	\$5,099.60
87	1	Container Drop Charge	350.00	\$350.00
88	1	Container Cleanout	380.00	\$380.00
89	120	Container Useage Days @ \$8.25	8.25	\$990.00
90				
91		SUBTOTAL OUTSIDE SERVICES:		\$42,883.30
92				
93		SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:		\$65,383.30

CANADIAN PACIFIC RAILWAY

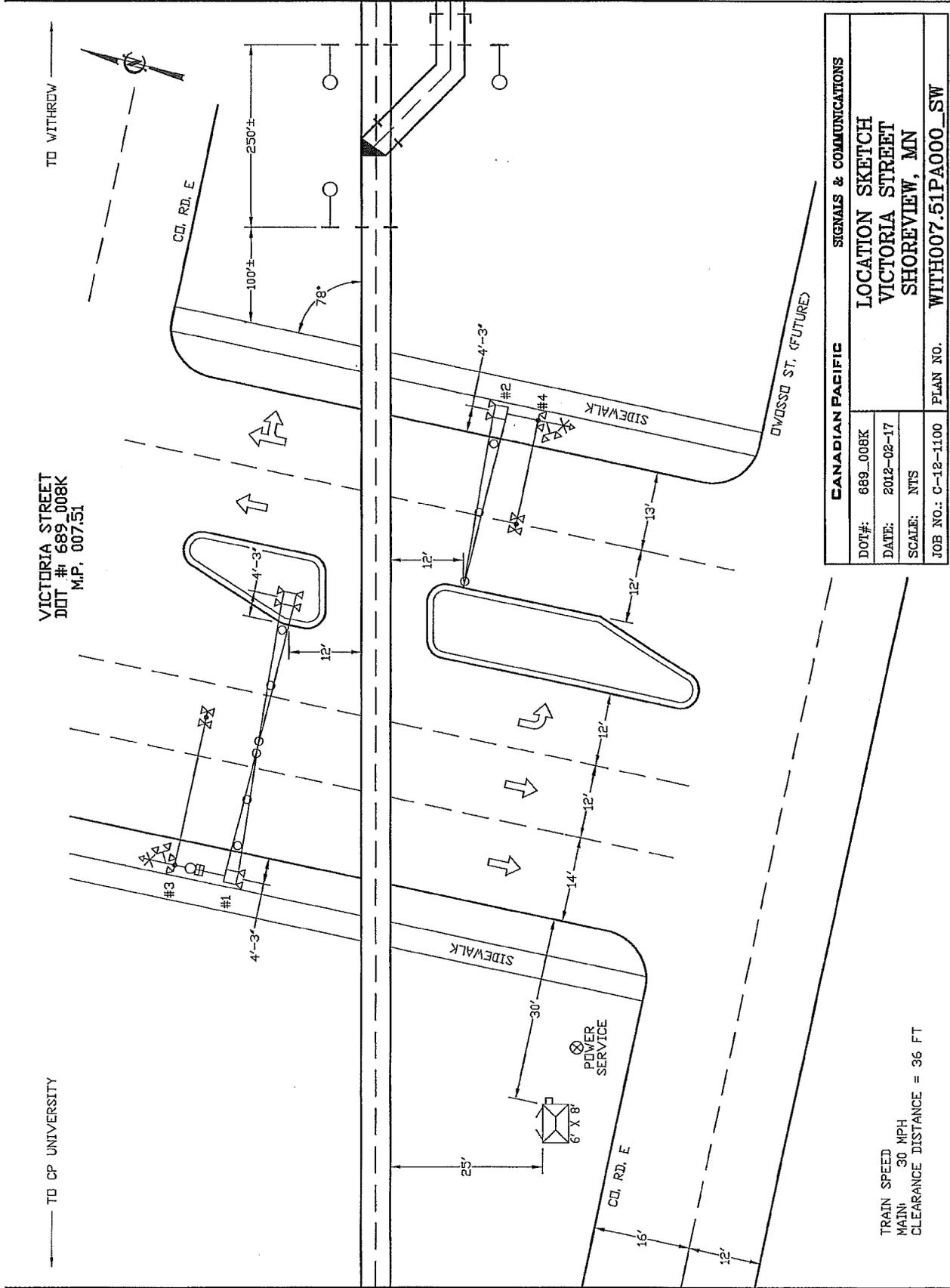
Victoria Street - Shoreview, MN (Ramsey County)

DOT # 689008K - M.P. 007.51 - Withrow Subdivision

RSS Project Number: C-12-1100

March 8, 2012

LINE NO.	Qty	SUMMARY OF PROJECT TOTAL ESTIMATE	UNIT COST	TOTAL COST
1	1	SUBTOTAL MATERIAL:	203,813.11	\$203,813.11
2	1	TAXES:	6.78%	\$13,818.53
3	1	SUBTOTAL RSS DIRECT LABOR:	16,169.81	\$16,169.81
4	1	RSS PROFIT:	12.00%	\$1,940.38
5	1	SUBTOTAL CPR DIRECT LABOR:	18,804.80	\$18,804.80
6	1	CPR DIRECT LABOR ADDITIVES RATE:	120.73%	\$22,703.04
7	1	CPR GENERAL LIABILITY INSURANCE RATE:	13.50%	\$2,538.65
8	1	SUBTOTAL CPR TRAVEL, EQUIPMENT & OUTSIDE SERVICES:	65,383.30	\$65,383.30
9		PROJECT TOTAL:		\$345,171.61



VICTORIA STREET
DOT # 689_008K
M.P. 007.51

TO CP UNIVERSITY

TO WITHROW

CANADIAN PACIFIC		SIGNALS & COMMUNICATIONS	
DOT#:	689_008K	LOCATION SKETCH	
DATE:	2012-02-17	VICTORIA STREET	
SCALE:	NTS	SHOREVIEW, MN	
JOB NO.:	C-12-1100	PLAN NO.	WITH007.51PA000_SW

TRAIN SPEED
MAIN: 30 MPH
CLEARANCE DISTANCE = 36 FT

Exhibit C Standard Provisions

STANDARD PROVISIONS FOR HIGHWAY-RAILROAD AGREEMENTS
(NON-FEDERAL AID PROJECTS)

1. 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.

2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.

8. 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.

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: APRIL 13, 2012

**SUBJECT: AUTHORIZATION TO HIRE PARK PLANNING CONSULTANT FOR BUCHER PARK
RENOVATION**

INTRODUCTION

The 2012 Capital Improvements Program includes funding for the renovation of Bucher Park. In order to begin this project, it is necessary to hire a park planning consultant to develop an updated Master Plan for the park and then prepare plans and specifications for the project. The City Council is being asked to authorize the hiring of a park planning consultant for this project.

BACKGROUND

In 2005, the City completed a comprehensive park study that reviewed all City parks and identified potential updates to each of the parks. In 2009, the City completed its first park renovation at Sitzer Park in central Shoreview. The Capital Improvement Program identifies Bucher Park as the next park scheduled for a renovation.

Bucher Park, located in northeast Shoreview, is a 25-acre park that includes two baseball fields, three youth soccer fields, and typical neighborhood park amenities such as tennis/basketball courts, hockey and general ice skating rinks, playground area, and a park building and picnic shelter. The CIP includes \$340,000 for the Bucher Park renovation. This budget includes \$90,000 designated for replacement and/or improvements to the playground equipment at the park.

The first step in the process is hiring a park planning consultant to update the master plan, prepare plans and specifications for the project, and oversee the construction of the planned improvements. The City sent out Requests for Proposals (RFP's) to three park planning firms in the Twin Cities area. The recommended process included in the RFP was similar to that used in the Sitzer Park renovation. The park planning consultant would work with the Parks and Recreation Commission, City staff, neighborhood residents, and youth athletic associations to develop alternate concept plans and then a final Master Plan for the park. Based on the updated Master Plan, the park consultant would prepare plans and specifications and assist the City through bidding and construction administration of the park project.

The City received proposals from three park planning firms: Brauer and Associates, Hoisington Koegler Group Inc., and Sanders, Wacker, Bergley, Inc. All of the proposals incorporated the basic approach to the project outlined in the RFP. The proposals ranged in cost from \$26,885 to \$32,400, although final bid and construction administration costs from some of the firms are only estimates based on the final cost of the project.

After receiving the proposals, a City staff team consisting of the City Manager, Building and Grounds Superintendent, and Recreation Program Manager interviewed the three firms. All of the firms submitted quality proposals and have excellent experience in park planning and project administration. Staff would be comfortable working with any of the three firms for this project.

Following the interviews and further review of the proposals, staff is recommending that the Council authorize hiring Brauer and Associates for the project. Although Brauer fees were the highest of the proposals submitted, staff believes that their written proposal outlined a more comprehensive approach to the project. In addition, our experience in working with Brauer on the Sitzer Park project was positive and the renovation of that park was well received by the neighborhood residents and youth athletic associations.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council authorize the hiring of Brauer & Associates for the Bucher Park renovation project in the amount of \$32,400.



PROJECT APPROACH & WORK PLAN

OVERVIEW/ UNDERSTANDING OF PROJECT INTENT

The RFP, along with discussions with City staff, have provided us with a reasonable understanding of the City's expectations for this project. Using our many recent master plan projects as examples, we are confident about successfully and professionally undertaking this project.

There are a few assumptions we have made based on conversations with City staff and prior projects with the City of Shoreview. It is our understanding that:

- The master plan process is meant to update / renovate the park, making aesthetic improvements as necessary without disturbing many of the existing recreational spaces.
- Improve the areas of the park that have soil drainage issues for more usable recreational space, especially for programmed uses.
- Brauer will work with the City to determine maintenance capabilities and costs associated with proposed park and trail features.

As with previous projects, the Brauer team will work in good faith with city staff to review and develop a common understanding of expectations for each aspect of the proposal prior to signing a contract. In this way, we ensure that the interests of both parties are served in a responsible manner.

The project approach and work plan outlined in our proposal is divided into three main sections related to our fee structure.

Work Steps 1 - 3 are the steps involved in the creation of a master plan for the proposed improvements / renovations of the park space.

Work Steps 4 - 6 are the steps involved in the creation of design development and construction document packages to provide the City with full plans and specifications required to bid and construct the proposed improvements / renovations.

Work Step 7 is the final step of the process, the construction phase, where we can provide project management and construction observation services to oversee the construction and ensure what has been designed is built accordingly.

USING PREVIOUS PARK MASTER PLANS AS STEPPING STONES

Brauer & Associates, Ltd. has had the good fortune to have completed numerous neighborhood, community and regional park master plans and construction document packages in recent years. All of these projects have included significant public input and involvement. Also, to our good fortune, we have had the same team members involved in these projects. The individual and collective experience we've gained from these projects provides us with vast, relevant knowledge of the inherent issues that are likely to arise during the course of this project. Our experience enables us to be very effective in dealing with the many issues that arise at a master planning level as well as during the detailed design and construction phases of any given project.

Brauer & Associates, Ltd. has a long history of designing projects that are constructed within the established budget to the satisfaction of our clients. Our extensive experience has allowed us to provide creative methods for making the most of our clients budgets to create highly desirable spaces for the community.

APPROACH TO THE PUBLIC PROCESS

*Fundamental Planning
Premise:
"Working With People
to Find Successful
Solutions"*

Our overall perspective on the public process is this: **To plan for the common good and serve the interests of the broader community within the context of respecting the concerns and values of individual stakeholders.**

It is our belief that the success of this project rests with working with people to find successful solutions! The Brauer team will work in good faith with all stakeholders throughout the project to achieve a successful end. This is at both a group and individual level as necessary and deemed appropriate by staff to solve issues.

A Sense of Ownership in the Outcome

Whatever their interest, an individual's sense of ownership in the outcome of the process is often as important as the outcome itself. It has been our experience that stakeholders must be left with a sense of involvement in the process if they are to be accepting of outcomes that may be contrary to their own desires.

We also see it as our responsibility, in concert with staff, to reach out to people and get them involved in the project, rather than waiting for them to come to us (at what is often inopportune times). By truly listening to stakeholders in a sincere way, it is our belief that superior and implementable master plans can be realized.

The Realities of Satisfying All Interests

Note that our approach is not naive to the challenges of satisfying all interests. Our experience over the last two decades or more suggests that unanimity is not always possible. This reality only underscores the importance of making sure that the process is inclusive, that we have listened carefully, weighed options, and that the recommendations ultimately presented to the City Council are reasonable in light of the circumstances.

Although our process is built on a series of fundamental steps and work tasks, we are careful not to see it as purely an academic exercise. Instead, we believe it is the rapport that is built with stakeholders that sets the foundation for a successful process and planning outcome.

PROJECT WORK PROGRAM

The primary objective of the public process is to plan for the common good and serve the interests of the community within the context of respecting the concerns of individual stakeholders.

Brauer & Associates, Ltd. work program is based on and consistent with the requirements of the RFP. Any applied limitations and assumptions are defined to ensure a common understanding of expectations relative to our fee proposal. Please keep in mind that we will work closely with staff on refining the process to ensure that the work tasks necessary for achieving a successful outcome are undertaken within the context of the project budget.

Essential Thinking Behind Our Work Program

Brauer & Associates, Ltd. has developed a variety of processes and techniques for involving planning teams and the public in projects both large and small. In each case we tailor our approach to accommodate the nuances of and personalities involved in any given project. Whereas a rigid approach can get you from A to Z, it is often at the expense of imagination and creativity. Fundamentally, we see it as our responsibility to work with staff to undertake a process that works over one that is simply expedient.

With this in mind, the following lays out a collaborative strategy that we have found to be very successful in achieving the project goals defined in the RFP. Note that for each of these steps Brauer would be responsible for facilitation, in concert with staff. Note also that the following only relates to key meetings to achieve specific objectives. It does not define the day-to-day correspondence necessary to keep the project going.

Bucher Park Renovation Project

CITY OF SHOREVIEW, MINNESOTA

STEP 1 - PROGRAM DEVELOPMENT & PROJECT VISION

Focus / Project Kick-Off Meeting

The general purpose of the focus meeting is to allow the Brauer team the opportunity to develop a very clear understanding of the scope of the project, intended outcome, City's expectations of the consultant's services, meet with key individuals, associations, committees, staff members, etc. who are involved in the project or have information that will affect the project, and general review and discussion about the issues and concerns related to this project.

The route to successfully doing this starts out in a very simple way... listening. The most important role we have as planners and designers is to correctly interpret and internalize staff's and the public's collective vision for the park at a very early stage. Not only in terms of the written objectives, but also in terms of the less-definable, but very important, individual perceptions that have arisen over the years. To do this we envision the following.

Site Analysis

Through field research and review of site information and base mapping provided by the owner, the Brauer team will work (in concert with City staff, as appropriate) to identify the park's physical characteristics and determine its developmental opportunities and constraints. This will allow both the City and Brauer team to develop a clear understanding of the site's unique characteristics and land use limitations imposed on the project.

Program Development & Project Vision

Developing a complete and comprehensive assessment of needs, facility demands, and priorities is absolutely essential to the success of the project and is viewed as one of the most important phases of the design process. Brauer will work closely with the City to:

- Develop a preliminary program statement that defines the issues that need to be addressed by the master plan.
- Establish positive working relationship with city staff, the Park & Recreation Commission, and other stakeholder groups.
- Determine political or jurisdictional concerns or issues.
- Identify and define the development concerns, recreational uses, site amenities, and facilities desired and appropriate for this park.
- Establish program priorities.
- Review prior planning documents.
- Arrive at a consensus of issues, concerns and opportunities. We envision holding a meeting the local neighborhood invited, along with city staff, representatives of the local athletics, members of the Park & Recreation Commission and the City Council, and other stakeholder groups that may be necessary.

The anticipated outcome would be to have a well-defined preliminary program statement and agreement on the process and also begin to develop a positive working relationships with all involved.

Meetings:

- (1) Focus / Project Kick-off & Site Review Meeting with city staff.
- (1) Public / Neighborhood Programming Meeting with stakeholders.

Deliverables:

- A brief memo documenting the park program and vision developed at the Programming Meeting.

STEP 2 - SCHEMATIC SITE CONCEPT DEVELOPMENT

Schematic Site Concepts

Building upon the previous tasks, Brauer will prepare up to (2) alternative schematic concepts for the site. Specific criteria affecting the concepts include: ideal physical relationships between the facilities proposed for the site; maximization of efficiency of support structures; exploitation of opportunities presented by the site, operation and maintenance issues, etc.

Schematic Concept Review

Meetings with the city staff, as well as other stakeholders, will be held for discussion and review of alternative schematic concepts. Brauer will present the schematic concepts, gather reactions to each, and note preferences for one plan, or combination of plan ideas.

Meetings:

- (1) Meeting with city staff to review the Schematic Concepts prior to the public meeting.
- (1) Public / Neighborhood Schematic Concept Review Meeting with stakeholders.

Deliverables:

- A brief memo documenting the alternative schematic concepts and the preferences and comments that results from the meetings regarding each concept and possible combinations of ideas to include in a master plan and an electronic version of the memo.
- A rendered plan of each schematic concept at a reasonable scale and an electronic version of each plan.

STEP 3 - MASTER PLAN DEVELOPMENT

Preliminary Master Plan

Brauer will prepare a preliminary master plan (preferred plan) for the park based upon the preference for an alternative concept, or the combination of portions of each concept, which includes:

- The master plan will represent the design solution that best responds to the needs and desires of the City and stakeholders while remaining within their ability to fund improvements.
- An overall master plan estimate shall be prepared for the park development costs.
- An implementation plan based upon the cost estimate and the City's priorities, including a phasing plan (if needed).
- A set of action steps for implementing the master plan will be prepared.

Preliminary Master Plan Review

Meetings with the city staff, as well as the Park & Recreation Commission and other stakeholders, will be held for discussion and review of the Preliminary Master Plan. Brauer will present the Preliminary Master Plan, gather reactions to each, and note possible modifications that will need to be made to the plans to gain approval.

Meetings:

- (1) Meeting with city staff to discuss and review the Preliminary Master Plan.
- (1) Park & Recreation Commission Meeting with stakeholders invited to discuss and review the Preliminary Master Plan.
- (1) Park & Recreation Commission Meeting with stakeholders invited to discuss and review the Final Master Plan.

FUNDAMENTAL UNDERPINNINGS OF THE MASTER PLAN

Deliverables:

- A brief memo documenting the comments that result from the meetings. The memo shall also include a development cost estimate and implementation phasing plan. An electronic version of the memo will be provided.
- A rendered plan of the Preliminary Master Plan at a reasonable scale and an electronic version of the plan.

Master Plan Finalization

Brauer will make final adjustments to the master plan, phasing and implementation plan, development cost estimates, and action steps that may be necessary, as directed by City staff and as a result from the Park & Recreation Commission Meeting. The Final Master Plan will be presented for final review and approval by the City Council.

Meetings:

- (1) City Council Meeting with stakeholders invited to discuss and review the Final Master Plan.

Deliverables:

- A brief memo documenting the comments that result from the City Council meeting. The memo shall also include the updated development cost estimate and implementation phasing plan. An electronic version of the memo will be provided.
- A rendered plan of the Final Master Plan at a reasonable scale and an electronic version of the plan.

Safety, Accessibility, and Convenience

As with all public projects, safety, accessibility, and convenience for the user are important aspects of the planning and design process for a recreational area. The Brauer team recognizes the latest guidelines and regulations for public spaces and incorporates them into all of their projects.

Recreation, Natural Resources & Aesthetics

As park designers, we truly understand the balance that is necessary between active recreation, passive recreation, natural resources, and overall site aesthetics within a park setting. Based on our past experience and the process we are proposing, we are confident that a balance can be achieved. At the end of the design process we will give the City a practical master plan that can be implemented within an achievable budget and time frame that will truly make a positive impact on the park. From a design standpoint, the Brauer team will work with City staff to develop a design vernacular that is appropriate for the setting and that helps create continuity and a sense of place within the park with a strong sense of entrance for the users. The design themes and approaches ultimately adopted will seek to create a cohesive overall design character while at the same time allow for individual nuances to emerge for different spaces within the park.

Also of importance is the pond that extends along the perimeter of approximately half of Bucher Park, yet barely evident to the park user, especially during the summer months when park activity is the highest. We are confident that our master plan can address this issue and possibly make it more of a focal point, if appropriate, as well as ensure we are not contributing detrimentally to the health of the pond as we address site drainage issues.

STEP 4 - DESIGN DEVELOPMENT

Design Development

Based on the final approved Master Plan, Brauer will prepare Design Development documents for the first phase of improvements, as approved by the city staff. The design development documents for these items shall include the preparation of written text, plans and other drawings as necessary to describe the design, materials, colors, and textures in sufficient detail for the city staff to grasp the appearance and function of the improvements. This includes review and use of appropriate design standards and guidelines, including ADA accessibility, for listed facilities.

Outline specifications will be prepared and a bid form outline will be prepared and used to estimate construction costs. From this estimate, the city shall determine which of the improvements shall be included in the final phase of design (Construction Documents).

Meetings:

- (1) Meeting with city staff to review the Design Development package.

Deliverables:

- A full set of Design Development documents.
- A Bid Form outline with estimated construction costs.

STEP 5 - CONSTRUCTION DOCUMENTS

Construction Documents

This shall include preparation of the final Construction Documents for the improvements, as approved by the city staff, for inclusion in this project. These documents shall include plans and other drawings necessary, as well as written technical specifications, in sufficient detail to pursue competitive bids for the construction of the improvements. Brauer and Associates, Ltd. has extensive experience in the creation of construction document packages that are very detailed and thorough, allowing the bidding process to be very tight and leaving very little for the contractors to question while bidding.

Since we will not know the extent of design services that will be necessary during the Construction Document process until it has been further defined following the Master Planning process, we are providing a fee for our services based on previous projects of similar nature that we feel will be adequate to cover our design services. However, Brauer and Associates, Ltd. has developed strong working relationships with many specialized firms and professionals to augment our own capabilities. Should project demands warrant, and the City of Shoreview requests, we can also involve other team members under a variety of disciplines on an as-needed basis for an additional fee.

Brauer and Associates, Ltd. will provide all of the professional design services required to complete the plans and specifications required for bidding the park improvements for this project with the following exceptions:

- Geotechnical testing and / or engineering
- Hazardous waste engineering
- Archeological services
- Civil engineering services
- Mechanical engineering services
- Electrical engineering services
- Ecological design services
- Survey services

STEP 6 - BIDDING

Meetings:

- (1) 50% complete design review meeting with the City of Shoreview.
- (1) 95% complete design review meeting with the City of Shoreview.

Deliverables:

- A full set of 50% complete Construction Documents.
- A full set of 95% complete Construction Documents.
- A full set of 100% complete Construction Documents.

Bidding Process

Brauer and Associates, Ltd. will be responsible for administration of project bidding, responding to contractor questions that arise, general correspondence, and preparation of all addenda, as necessary. This task also includes attending the bid opening, review and tabulation of bids received, reviewing contractor references, and recommendation of qualified contractor.

Meetings:

- (1) Pre-bid meeting, should the City feel this is in the best interest of the project.
- Attendance at the Bid Opening.

Deliverables:

- One complete set of all addenda.
- Tabulation of bids.
- A letter of recommendation to award project.

STEP 7 - PROJECT ADMINISTRATION & CONSTRUCTION OBSERVATION

Project Administration / Construction Observation

Working collaboratively with City staff, Brauer and Associates, Ltd. will undertake the project administration and observing construction progress for adherence to design intent for this project. This shall include the following tasks:

- Administration of contract, including application for payment forms, certificate of payment forms, change order forms, substantial completion forms, final payment forms, etc.
- Administration of the pre-construction meeting, which reviews the project elements and clearly defines the City's expectations as to the quality of the construction, dealing with issues that may arise, construction schedules, etc.
- Review shop drawings, submittals and reports from independent testing agencies.
- Up to (12) site construction observation meetings on a periodic basis for the established duration of the construction project, as stated in the specifications, to ensure that the design intent is being met, as well as reviewing construction progress.
- (1) Substantial completion walk-through inspection meeting with the City and contractor.
- (1) Final review walk-through inspection meeting with the City and contractor.
- (1) One-year follow up site walk-through meeting with the City and contractor to review warranty / replacement items prior to contract closeout.

Meetings:

- (1) Pre-construction meeting with the City and the selected contractor.
- (15) Site observation and walk-through meetings throughout the duration of construction.

Deliverables:

- A complete set of all memo's, submittals and progress reports.

PROJECT SCHEDULE

The Brauer team is confident we can successfully complete this renovation project within a timeline that will meet or exceed the expectations of the City of Shoreview.

We propose waiting until after contracts are signed to set up a schedule with the City staff that will be in line with Boards and Commission meeting schedules, but have provided the following *approximate* time frame that will be needed to complete each task.

Step 1: Program Development & Project Vision

Approximately two weeks.

Step 2: Schematic Site Concept Development

Approximately four weeks.

Step 3: Master Plan Development

Approximately two weeks for the Preliminary Master Plan.

Approximately two weeks for the Final Master Plan.

(This will be highly dependent on the Boards & Commission meeting schedules)

Step 4: Design Development

Approximately two to three weeks.

Step 5: Construction Document Package Preparation

Approximately four to six weeks depending on the extent of the construction.

Step 6: Bidding

Three week bidding period.

Approximately two weeks to allow for Council approval, contracts, and insurance requirements to be prepared.

Step 7: Project Administration / Construction Observation

Approximately ten to twelve weeks, depending on delivery schedules for amenities and extent of construction.



Bucher Park Renovation Project

CITY OF SHOREVIEW, MINNESOTA

FEE PROPOSAL

PROPOSED FEE

Our project team will ensure The City of Shoreview receives experienced professional consulting in a cost effective manner!

The following fee proposal is based on our current understanding of the City's expectations, the RFP, our approach to the project as defined in the proposal, and the proposal qualifications and limitations.

Note the Brauer team is very comfortable with a good-faith contract negotiation on the final contract once we have had an opportunity to meet with City representatives to go over each work task and develop a common understanding of all intended project outcomes. We take pride in providing quality work for a fair price. Above all, we want to do the project justice, recognizing that its value to the City rests with its overall quality.

With the above in mind, Brauer & Associates, Ltd. has put together a fee proposal based on our best judgment of the work involved to complete the project. As stated previously, our project approach and work plan is divided into three main sections, related to our fee structure.

Fee Proposal:

Based upon the total scope of work as outlined in this proposal and under the Project Approach and Work Plan section of our proposal, we propose the following:

For the Master Plan Process (Steps 1 - 3), a total **Lump Sum Fee of \$9,000.00 (Nine Thousand Dollars)** is proposed, including direct expenses.

For Design Development, Construction Documents and Bidding (Steps 4-6), an **Hourly Estimated Fee of \$18,000.00 (Eighteen Thousand Dollars)** is proposed, including direct expenses.

For Project Administration / Construction Observation (Step 7), an **Hourly Estimated Fee of \$5,400.00 (Five Thousand Four Hundred Dollars)** is proposed to cover 12 meetings, including direct expenses. Additional site meetings would be approximately \$450 (Four Hundred Fifty Dollars) for each trip.

Work Task	Fees
Master Plan Process: Steps 1 - 3	\$ 9,000.00
Design Development, Construction Documents & Bidding: Steps 4 - 6	\$ 18,000.00
Project Administration / Construction Observation: Step 7	\$ 5,400.00
Total:	\$ 32,400.00