

**CITY OF SHOREVIEW
AGENDA
CITY COUNCIL WORKSHOP
JULY 8, 2013
7:00 P.M.**

1. ROLL CALL
2. DISCUSSION REGARDING SUBURBAN TRANSIT
3. DISCUSSION REGARDING TCAAP TRANSPORTATION
RESOLUTION
4. REVIEW OF YOUTH HOCKEY REQUEST
5. OTHER ISSUES
6. ADJOURNMENT

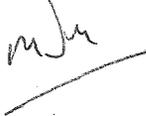
TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: JULY 3, 2013

SUBJECT: DISCUSSION REGARDING SUBURBAN TRANSIT

Councilmember Ady Wickstrom has requested time at a workshop meeting to discuss suburban transit options. She has been working with a group that includes County Commissioner Jim McDonough, Chamber Representative and EDC member Jonathan Weinhagen, and White Bear Lake Mayor Jo Emerson on this issue. It is anticipated that they will be at the meeting to make a presentation to the Council.

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR 
DATE: JULY 3, 2013
SUBJ: TCAAP PROPERTY DEVELOPMENT IMPACTS

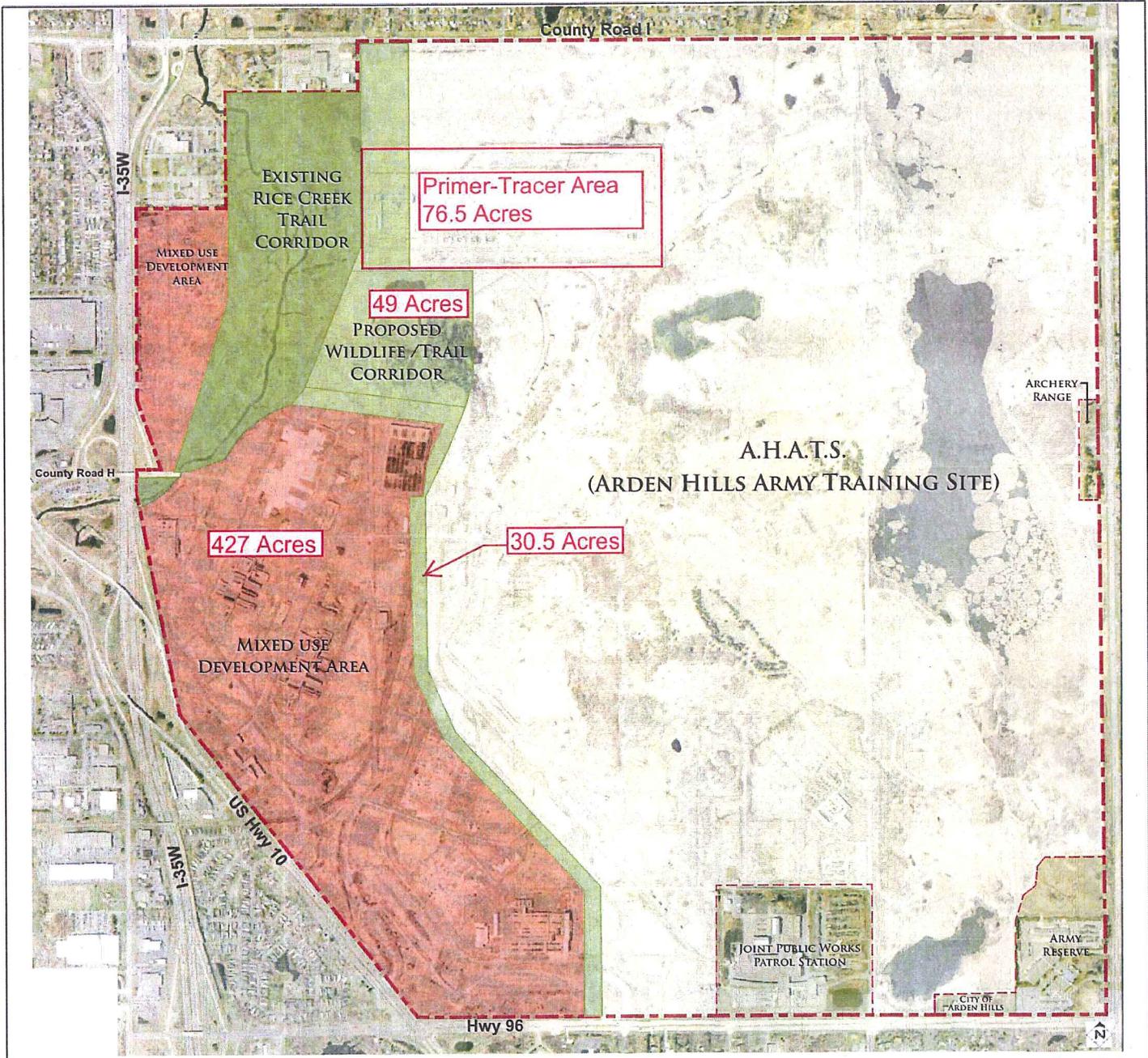
The City Council's recent discussion of the Rice Creek North Trail Master Plan touched on a number of topics associated with the eventual development of the TCAAP property in Arden Hills. Prior to facilitating a request for consideration of additional north-south routes through the proposed development, staff wanted an opportunity to discuss some of these topics with the City Council.

Over the past few years, in response to the Ryan Properties and Minnesota Vikings Stadium proposals, a significant amount of dialog has occurred concerning potential changes to the regional transportation system that serves the area. MnDOT has been seeking ways to improve the function of the I-694/TH 10/I-35W corridors while accommodating the development planned for the TCAAP property. While some of these improvements are still seeking defined funding sources, it's clear the TCAAP development will require modifications to the I-35W lane geometry and access points with County Road H and possibly County Road I.

As discussed in concept by the City Council, a north-south road through the TCAAP development connecting Highway 96 and County Road I has the potential to improve emergency services and general traffic access to both Arden Hills and the northwest portion of Shoreview. This concept was discussed (but never finalized) in the preliminary traffic analysis performed for the prior development efforts for TCAAP. The latest concept showing such a connection that intersects County Road I immediately west of Rice Creek has potentially significant impacts on I-35W interchange as well as the potential to re-define the function (and jurisdiction) of Rice Creek Parkway, which was built to local collector street standards and intended to manage local traffic. Extending Rice Creek Parkway through TCAAP and connecting it Highway 96 could certainly impact its character and function. Unfortunately, not enough analysis has been performed to determine what impacts there could be to Shoreview's local road system under that scenario.

Ramsey County and Arden Hills have recently created a Joint Development Authority (JDA) to oversee the clean-up and development of the TCAAP property. The City of Arden Hills has begun the preparation of an Alternative Urban Area-Wide Review and Master Plan for the property and would expect comments from other jurisdictions on concerns for transportation system impacts; it is assumed that Shoreview will be participating in that review process later this year.

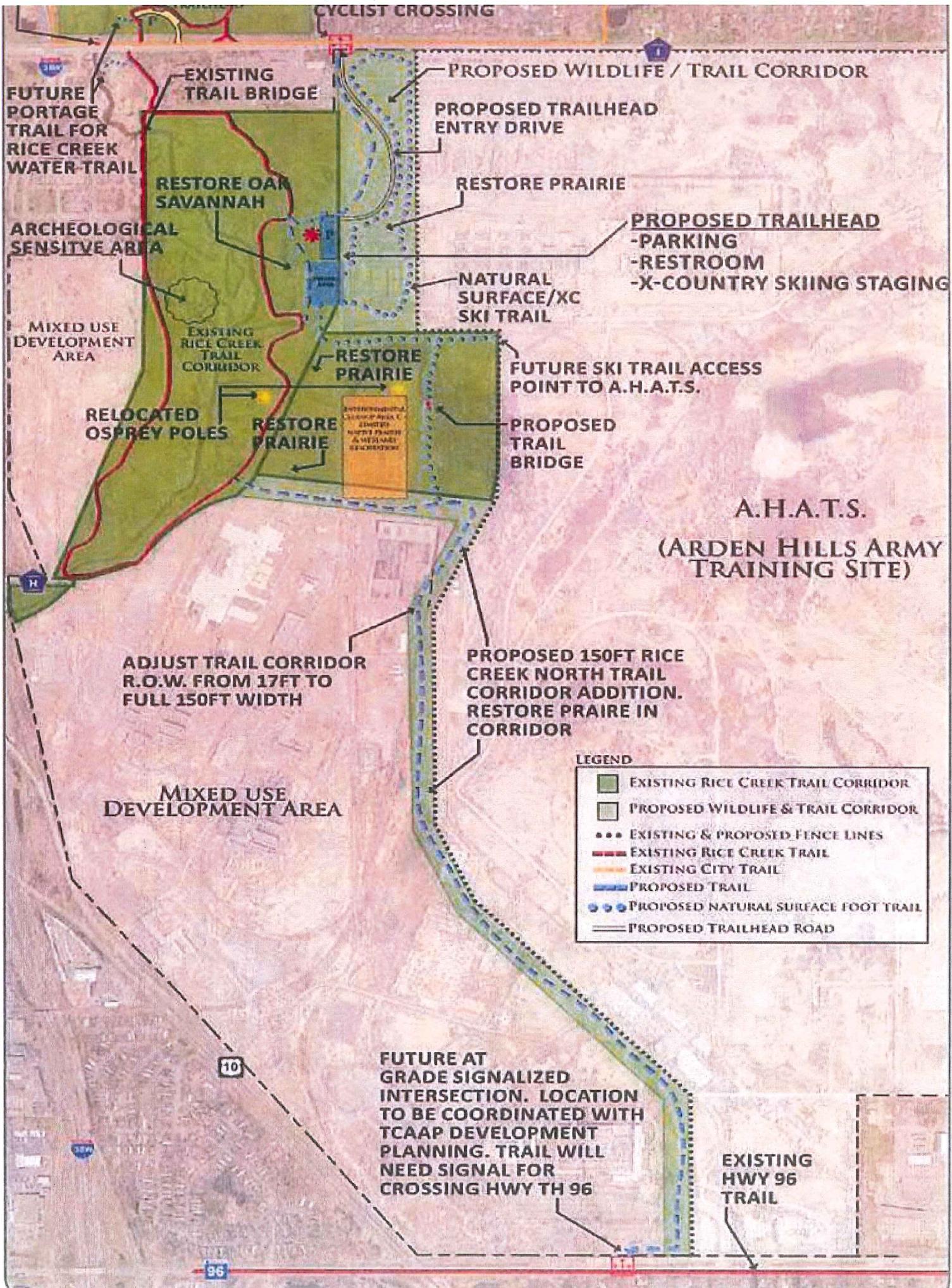
Staff recommends that the City Council discuss these topics and direct staff on how best to advocate for a potential north-south route through the TCAAP property.



TCAAP RE-UTILIZATION EXHIBIT

JUNE 2012

- EXISTING RICE CREEK TRAIL CORRIDOR
- PROPOSED WILDLIFE & TRAIL CORRIDOR
- PROPOSED MIXED USE DEVELOPMENT AREA
- FORMER TCAAP PROPERTY BOUNDARY



FUTURE PORTAGE TRAIL FOR RICE CREEK WATER-TRAIL

EXISTING TRAIL BRIDGE

CYCLIST CROSSING

PROPOSED WILDLIFE / TRAIL CORRIDOR

PROPOSED TRAILHEAD ENTRY DRIVE

RESTORE OAK SAVANNAH

RESTORE PRAIRIE

ARCHEOLOGICAL SENSITIVE AREA

PROPOSED TRAILHEAD -PARKING

-RESTROOM

-X-COUNTRY SKIING STAGING

NATURAL SURFACE/XC SKI TRAIL

MIXED USE DEVELOPMENT AREA

EXISTING RICE CREEK TRAIL CORRIDOR

RESTORE PRAIRIE

FUTURE SKI TRAIL ACCESS POINT TO A.H.A.T.S.

RELOCATED OSPREY POLES

RESTORE PRAIRIE

PROPOSED TRAIL BRIDGE

A.H.A.T.S.

(ARDEN HILLS ARMY TRAINING SITE)

ADJUST TRAIL CORRIDOR R.O.W. FROM 17FT TO FULL 150FT WIDTH

PROPOSED 150FT RICE CREEK NORTH TRAIL CORRIDOR ADDITION. RESTORE PRAIRIE IN CORRIDOR

MIXED USE DEVELOPMENT AREA

LEGEND

- EXISTING RICE CREEK TRAIL CORRIDOR
- PROPOSED WILDLIFE & TRAIL CORRIDOR
- EXISTING & PROPOSED FENCE LINES
- EXISTING RICE CREEK TRAIL
- EXISTING CITY TRAIL
- PROPOSED TRAIL
- PROPOSED NATURAL SURFACE FOOT TRAIL
- PROPOSED TRAILHEAD ROAD

FUTURE AT GRADE SIGNALIZED INTERSECTION. LOCATION TO BE COORDINATED WITH TCAAP DEVELOPMENT PLANNING. TRAIL WILL NEED SIGNAL FOR CROSSING HWY TH 96

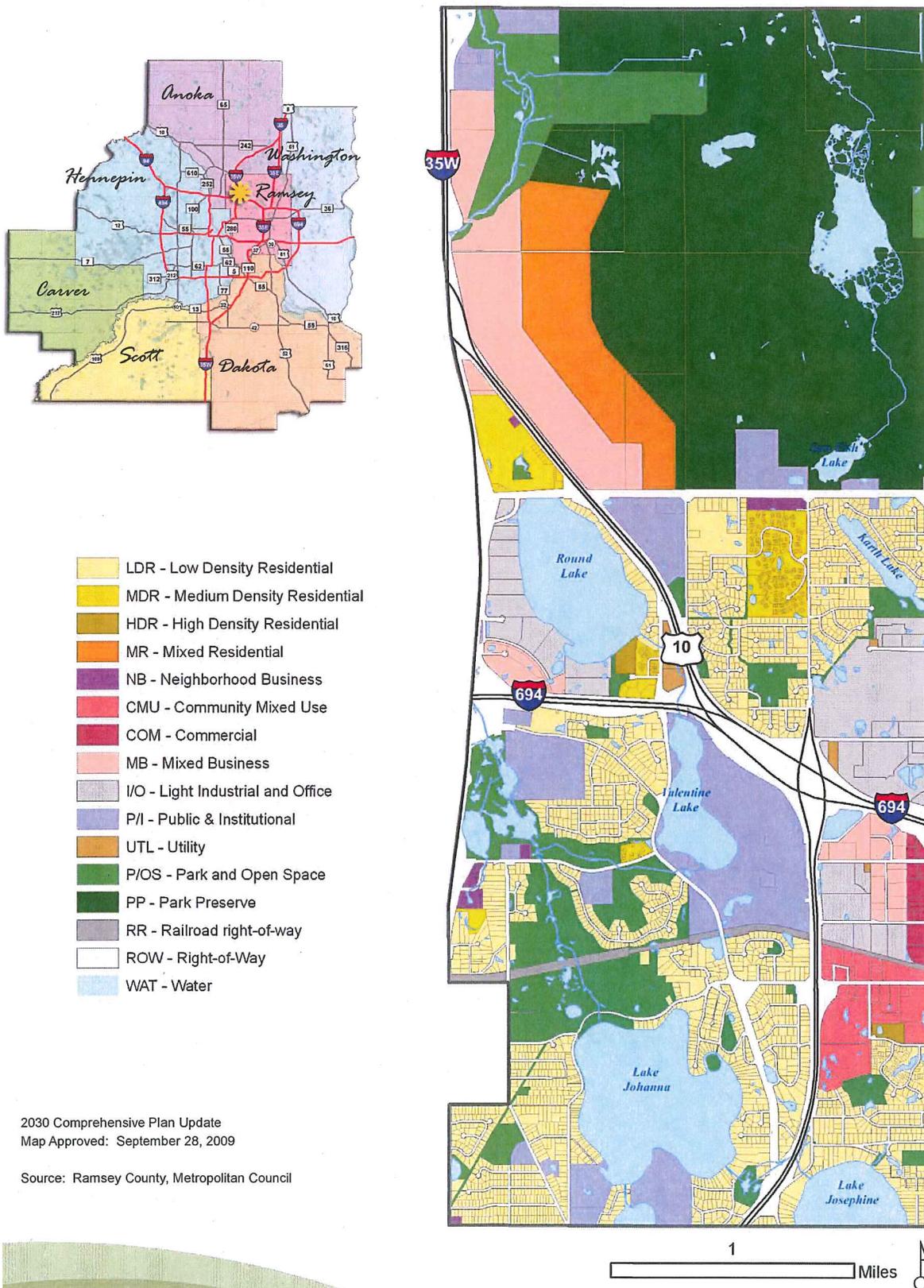
EXISTING HWY 96 TRAIL

10

96

2030 Future Land Use

Figure 6.3



TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: JULY 3, 2013

SUBJECT: REQUEST FROM YOUTH HOCKEY ASSOCIATIONS

BACKGROUND

In the late 1990's, the City of Shoreview, along with the cities of Arden Hills, Mounds View, and New Brighton (SAMN) and Ramsey County became partners with the Minnesota Amateur Sports Commission (MASC) in the development and operation of the Super Rink located in Blaine. The Mounds View and Irondale Youth Hockey Associations, and the Mounds View School District and Hockey Booster Clubs all encouraged the four cities' participation in this project. The cities (SAMN) and Ramsey County ultimately executed a Master Agreement with MASC and a supplemental agreement with the youth hockey associations regarding this project.

The Master Agreement indicates that each partner in the project (including SAMN) in the Super Rink project will guarantee the purchase of 2080 hours of ice time annually. To protect the four cities from having to use property tax dollars to support the Super Rink operations, SAMN and Ramsey County entered into a supplemental agreement with the Mounds View and Irondale Youth Hockey Associations (attached) to establish an escrow fund. This escrow fund has a minimum fund balance requirement of \$300,000 and a maximum fund balance of \$400,000. This escrow fund is managed by the City of Shoreview and has been at the \$400,000 maximum for more than 10 years. The SAMN group has never needed to use this fund during the first 14 years of operation of the Super Rink. In staff's opinion, it should be maintained until the bonds on the initial Super Rink facility are paid in full (25 years from the date of issuance) and the City's obligation expires.

REQUEST

During the past several months, staff has met with a representative from the Mounds View High School (MVHS) Booster's Club regarding the high school's desire to play their games at the Super Rink. MVHS has played their games at the Shoreview arena for many years. However, they would now like to move to the Super Rink since it is a much nicer facility. As part of this move, MVHS and its hockey booster club would like to add space for a dedicated locker room/cold storage area so they could keep their equipment at the Super Rink site. The booster club inquired about the status and availability of the escrow fund to assist in funding the construction of the locker rooms. Staff explained that the escrow funds were part of an

agreement between SAMN and the youth hockey associations, therefore, any request for release of the funds would need to come from the associations. Staff indicated that the largest reduction that would be considered would be \$100,000, down to the \$300,000 minimum established in the agreement.

Several months ago, the youth hockey association did request that the escrow fund be released. Since that time, the City Managers/Administrators from the four cities have met to review the agreements and obtain background on the Super Rink agreements and operations. The City Council of Arden Hills, Mounds View and New Brighton have discussed the request and there does appear to be general support for the \$100,000 reduction. Ramsey County Parks and Recreation Director Greg Mack has also indicated that he does not have a problem with a reduction in the escrow.

Staff is seeking City Council input on whether a \$100,000 reduction in the escrow fund would be acceptable. The Mounds View and Irondale Youth Hockey Associations would split the \$100,000 reduction of the escrow revenue on a 2/3 – 1/3 basis, as noted in the agreement. If they choose to provide money to the MVHS hockey booster club for the locker room project is then up to each association. As noted earlier, the City has never had to provide any of the escrow monies to the Super Rink throughout the first 14 years of operation, and the Mounds View and Irondale youth hockey and high school teams have consistently been some of the highest users of ice time at the rink. They have used between 2000-2200 hours each year for the past 8 years.

Mounds View Youth Hockey Association

855 Village Center Drive #316

North Oaks, MN 55127

Terry Schwerm, City Manager
City of Shoreview
4600 North Victoria Street
Shoreview, MN 55126

December 15, 2012

Dear Mr. Schwerm:

We are writing on behalf of the Mounds View Youth Hockey Association (MVYHA) and the Irondale Youth Hockey Association (IYHA) (collectively, the Hockey Associations) requesting release of the Hockey Associations' funds held in escrow by the City of Shoreview, on behalf of the City of Shoreview (SV), the City of Mounds View (MV), the City of Arden Hills (AH) and the City of New Brighton (NB) (collectively SAMN), pursuant to the National Sports Center Ice Arena Supplemental Agreement dated February 11, 1997 (Escrow Agreement).

MVYHA and IYHA maintain that the \$400,000 presently held in escrow by the City of Shoreview on behalf of SAMN no longer serves the original and intended purpose identified in the Escrow Agreement. The intended purpose of the Escrow Agreement was "for the purpose of meeting the annual financial obligation of SAMN as it relates to the rental of ice time." While the purpose of the escrow fund would have addressed a legitimate concern in the time leading up to the construction and opening of the Superrink facility, the Hockey Associations assert that with their demonstrated 15+ years of meeting and more often exceeding the purchase of their annual allotted ice time, that concern is no longer reasonably addressed by holding the Hockey Associations' escrowed funds.

The Hockey Associations believe that the escrowed funds, collected from their respective member families so many years ago, some of whose kids are now playing high school hockey at Mounds View and Irondale, could be better utilized for the benefit of the Hockey Associations and the boys and girls hockey community within the Mounds View School District, as opposed to being held idle in escrow. Accordingly, the Hockey Associations respectively request the release of the escrow funds currently held by you as Finance Director of the City of Shoreview on behalf of SAMN under the Escrow Agreement.

Respectfully submitted,



Keith Larson
President, MVYHA



Chris Drews
President, IYHA

**NATIONAL SPORTS CENTER
ICE ARENA
SUPPLEMENTAL AGREEMENT**

I. PARTIES. This Agreement is dated to be effective the 11th day of February, 1997, and is entered into by and between the following entities:

- A. City of Shoreview, herein "SV", City of Arden Hills, herein "AH", City of Mounds View, herein "MV", and City of New Brighton, herein "NB", all of the above collectively herein "SAMN"; and
- B. Mounds View Youth Hockey Association, and Irondale Youth Hockey Association and their successors and assigns, collectively herein "HOCKEY ASSOCIATIONS"; and
- C. Ramsey County, herein "COUNTY".

II. RECITALS.

- A. The governing bodies of SAMN, COUNTY, and the HOCKEY ASSOCIATIONS have determined that it would be mutually beneficial to their respective organizations to encourage and participate financially in the construction, operation and maintenance of an olympic sized ice surface and related facilities to be located at the National Sports Center, 1700 105th Avenue NE, Blaine, MN (herein "Project").
- B. SAMN, the COUNTY, other units of government and other public agencies are parties to the Master Agreement, hereinafter defined, which specifies the construction, operation and financing obligations of the parties to the Master Agreement.
- C. SAMN and COUNTY would not have entered into the Master Agreement without obtaining contractual assurances from the HOCKEY ASSOCIATIONS to reimburse SAMN for all or a portion of the financial commitments assumed by SAMN pursuant to the Master Agreement.

III. PURPOSE. The purpose of this Agreement is to define the rights and obligations of the parties hereto primarily with respect to the allocation of financial responsibilities incurred as a result of the Project and the guarantee of the use of ice time by the HOCKEY ASSOCIATIONS in order to permit SAMN to meet its obligations under the Master Agreement.

IV. **DEFINITIONS.** As used herein, the following terms shall mean:

- A. **Prime Time** means the period from October 1 - March 15.
- B. **Non-Prime Time** means all other periods of the year not defined as prime time.
- C. **Regular Hourly Rate** means the rental rate of ice time at the National Sports Ice Arena that will be established annually by the Joint Board.
- D. **Joint Board** means the board of directors for the National Sports Center Ice Arena as defined by the Master Agreement.
- E. **User Group Committee** means a committee consisting of one representative from each of the cities in SAMN and the COUNTY and one representative from each of the HOCKEY ASSOCIATIONS.
- F. **Master Agreement** means the agreement titled "National Sports Center Ice Arena Master Agreement" dated the ___ day of _____, 1997, and incorporated herein as Exhibit A.

V. **TERMS AND CONDITIONS.** In consideration of the mutual undertakings herein expressed and in consideration of the obligations assumed by SAMN and the COUNTY pursuant to the Master Agreement, the parties agree as follows:

- A. **Term.** This agreement shall be effective as of the date set forth above, and shall terminate on the day on which the financial obligations of SAMN and the COUNTY are satisfied pursuant to the Master Agreement.
- B. **Financing.**
 - 1. **Down Payment.** COUNTY agrees to contribute the \$500,000 down payment to the Minnesota Amateur Sports Commission (MASC) on behalf of SAMN for construction of the National Sports Center Ice Arena in accordance with the Master Agreement provided that the SAMN guarantees the annual purchase of 1,000 hours of ice time at COUNTY arenas between October 1 and March 15, including at least 16 hours per weekend.
 - 2. **Ice Time Obligations.** To insure that SAMN meets their annual financial obligations to purchase 2080 hours of ice time per year at the National Sports Center facility pursuant to the Master Agreement

and 1000 hours from the COUNTY Ice Arena system pursuant to this Agreement, the HOCKEY ASSOCIATIONS agree to the following:

- a. Purchase 2080 hours of ice time during each year at the "regular hourly rate" for the entire term of this agreement at the National Sports Center Ice Complex, less any time that is used for community programs, school district programs, or any third party users of the facility that are credited to SAMN financial guarantee.
 - b. Purchase 1000 hours of ice time during each year from the COUNTY Ice Arena system at the COUNTY's "regular hourly rate" for the entire term of this agreement. The ice time will be purchased between October 1 and March 15, including at least 16 hours per weekend.
3. The COUNTY will allocate 1000 hours of ice time to the HOCKEY ASSOCIATIONS consistent with historical allocations. The COUNTY, at the request of the HOCKEY ASSOCIATIONS, will, prior to October 1 of each year, attempt to reallocate any hours of ice time assigned to the HOCKEY ASSOCIATIONS that the HOCKEY ASSOCIATIONS determine to be surplus. This reallocation effort on the part of the COUNTY does not relieve the HOCKEY ASSOCIATIONS of their responsibility for the ice time unless the ice time is purchased by other users. All hours of surplus ice time not accepted by other users shall remain the obligation of the HOCKEY ASSOCIATIONS. The HOCKEY ASSOCIATIONS may not sublet or sell hours of ice time at Ramsey County arenas to other Ramsey County user groups without prior approval from the COUNTY.
4. Escrow Fund. SAMN agrees to establish and maintain as a separate account at one of its member municipalities a minimum \$300,000 escrow fund throughout the term of this Agreement. The Finance Director of the selected municipality shall be the escrow agent and shall administer the escrow account pursuant to the terms of this Agreement. The escrow fund will be used for the purpose of meeting the annual financial obligation of SAMN as it relates to the rental of ice time referenced in Section V.B.2. above, and the Master Agreement. The escrow fund will be funded in the following manner:

- a. The HOCKEY ASSOCIATIONS shall provide a \$300,000 cash contribution to the escrow fund. At the time of execution of this agreement, the HOCKEY ASSOCIATIONS will make an initial contribution of \$200,000 and another \$100,000 shall be provided by October 1, 1998, the projected opening date of the national Sports Center Ice Complex.
- b. The HOCKEY ASSOCIATIONS shall contribute a minimum of an additional \$25,000 per year for four years beginning in 1999 and ending in 2002. This contribution shall be made by November 1st of each year. This \$25,000 annual contribution shall be financed from interest earnings on the initial escrow, a \$50 surcharge for each hockey participant from any City that is not part of this Supplemental Agreement, and other sources that the HOCKEY ASSOCIATIONS deem appropriate.
- c. The HOCKEY ASSOCIATIONS agree to maintain the balance in the escrow fund at the minimum \$300,000 level on November 1st of each year during the term of this agreement. If, during the entire term of this agreement, the escrow fund falls below \$300,000, the HOCKEY ASSOCIATIONS shall replenish the fund to the minimum \$300,000 level. The escrow fund may be replenished through any interest earnings from the fund, the \$50 surcharge for each hockey participant from any City that is not part of this supplemental agreement, and any other sources that the HOCKEY ASSOCIATIONS deem appropriate.
- d. If the HOCKEY ASSOCIATIONS fail to maintain a minimum \$300,000 balance in the escrow fund, SAMN reserves the right to impose a surcharge on any rental of ice time to the HOCKEY ASSOCIATIONS to restore the escrow fund to the minimum fund balance.
- e. The maximum balance in the escrow fund will be \$400,000. Any revenues above the \$400,000 amount will be returned to the HOCKEY ASSOCIATIONS for their use.

SAMN agrees to review the status of the Escrow Fund with the HOCKEY ASSOCIATIONS after each five-year period of this agreement. At the end of this agreement, SAMN will return any

remaining monies in the Escrow Fund to the HOCKEY ASSOCIATIONS.

5. Rental Income Shortfalls. In the event that SAMN fails to meet the annual rental income requirement as defined in Articles V.B.1. and V.B.2. above, SAMN will first use the escrow fund that will be established and funded as provided in this agreement. If the monies available in the escrow fund are insufficient to meet the annual ice time financial obligations, any shortfalls will be split by SAMN in the following manner:

	% POP.	% PART.	TOTAL
CITY	x .5	+ x .5	SHORTFALL
			PERCENTAGE
AH	6.5%	9.0%	15.5%
MV	9.0%	4.0%	13.0%
NB	16.0%	9.5%	25.5%
SV	18.5%	27.5%	46.0%

The population percentages (% POP.) will be adjusted annually based on the Metropolitan Council's population estimate and the United States census. The participant's percentages (% PART.) will be adjusted annually based on the actual number of participants by community provided by the HOCKEY ASSOCIATIONS.

C. Use of Ice.

1. The HOCKEY ASSOCIATIONS will have the right to schedule at least 80% of the available ice rental time at the National Sports Center Ice Complex at the regular hourly rate during the "Prime Time", as long as it does not conflict with the obligations set forth in the Master Agreement.
2. The HOCKEY ASSOCIATIONS will have the opportunity to host a tournament using all four ice surfaces for one weekend during the prime time period, consistent with the provisions of the Master Agreement.
3. SAMN agrees to provide the HOCKEY ASSOCIATIONS first opportunity to reserve additional ice time at the regular hourly rate during prime time that is not used for other community programs.

4. The HOCKEY ASSOCIATIONS agree to provide both prime time and non-prime time ice to both boys' and girls' youth hockey programs in a fair and non-discriminatory manner, consistent with the requirements of State statutes.

VI. NATIONAL SPORTS CENTER ICE ARENA INTERIOR DESIGN. The COUNTY will have the right to name, select colors and graphics, and approve advertising for the SAMN designated ice arena within the National Sports Center Ice Arena Complex. The COUNTY will consult with SAMN and HOCKEY ASSOCIATIONS in the selection of colors and graphics.

VII. NATIONAL SPORTS CENTER ICE ARENA PROFITS. In the event that the National Sports Center Ice Arena generates profits as identified in the Master Agreement, the COUNTY shall be entitled to fifty percent (50%) of any profits allocated to SAMN.

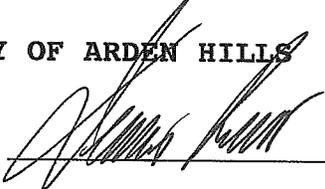
VIII. BOARD OF DIRECTORS. The cities in SAMN that are represented by this supplemental agreement will have one representative on the Board of Directors as stipulated in the Master Agreement. The responsibility of serving on the Board will rotate on an annual basis between each of the SAMN cities that are a party to this agreement. The COUNTY will have one representative on the Joint Board as stipulated in the Master Agreement.

IX. USER GROUP COMMITTEE. A user group committee will meet at least annually to discuss facility scheduling, future needs, and the status of the escrow fund.

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

Pursuant to City Council authorization granted the 27th day of January, 1997.

CITY OF ARDEN HILLS

By: 

Its: Mayor

By: 

Its: City Administrator

CITY OF MOUNDS VIEW

Pursuant to City Council authorization granted the 27th day of January, 1997.

By: *Duane W. McCarty*

Its: Mayor

By: *Ellen Witt*

Its: City Manager

CITY OF NEW BRIGHTON

Pursuant to City Council authorization granted the 28th day of January, 1997.

By: *Robert J. Senke*

Its: Mayor

By: *Matt Alt*

Its: City Manager

CITY OF SHOREVIEW

Pursuant to City Council authorization granted the 26th day of January, 1997.

By: *Sandra Martin*

Its: Mayor

By: *Tony C. Schwenn*

Its: City Manager

MOUNDS VIEW HOCKEY ASSOCIATION

Pursuant to authorization granted by its Board of Directors on the _____ day of _____, 1997.

By: *Michael S. Kreidler*

Its: *president*

IRONDALE YOUTH HOCKEY ASSOCIATION

Pursuant to authorization granted by its Board of Directors on the _____ day of _____, 1997.

By: Jay Bohm
Its: PRESIDENT

RAMSEY COUNTY

Pursuant to authorization granted by the County Board on the 11th day of February, 1997.

By: Joan M. Hest
Its: CHAIR Board of County Commissioners

By: Bonnie Pachler
Its: Chief Clerk, Ramsey County Board 97-048

By: Kim Whaley
Its: Attorney Ramsey County

b/j/arena.agr
February 25, 1997