

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
NOVEMBER 19, 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. November 5, 2012 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes—
 - Park and Recreation Commission, September 27, 2012
 - Economic Development Authority, October 8, 2012
 - Planning Commission, October 23, 2012
3. Monthly Reports
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation

4. Verified Claims
5. Purchases
6. License Applications
7. Developer Escrow Reduction
8. Cumberland Street Water Assessment
9. Change Order #2—Floral Drive/County Road F/Demar, CP 12-01
10. Establish Project and Order Preparation of Feasibility Study for Gaston/Grove/St. Albans Neighborhood—Water Main Extension, CP 13-03
11. 2nd Amendment to Tax Increment Financing Development Agreement Phase II—Red Fox Road Retail Project (Venture Pass Partners, LLC)

PUBLIC HEARING

12. Public Hearing—Well Head Protection Plan, Part II

GENERAL BUSINESS

13. Change of Address Request—Thomas and Sitara Hills, 685 Gramsie Road
14. Site and Building Plan Review—Buetow 2 Architects/Lake Johanna Fire Department, 3615 Victoria Street (Fire Station No. 4)
15. Approval of 2013 Curbside Recycling Budget, City Recycling Fee and Authorize Request of S.C.O.R.E. Funding
16. Authorization of Professional Services Agreement with RedZone Robotics for Sanitary Sewer Asset Management Services

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
November 5, 2012**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on November 5, 2012.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

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

APPROVAL OF AGENDA

Mayor Martin requested the addition of consideration of a bingo permit for St. Odilia Church.

MOTION: by Councilmember Huffman, seconded by Councilmember Wicksrom to approve the November 5, 2012 agenda as amended with the addition of item No. 13A. Bingo Permit for St. Odilia Church.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

Mr. Bill Kiehnbaum and **Cheryl Wason**, SESCA members, stated that it will be the 10th anniversary of the signing of an agreement to be Sister City with Einhausen, Germany. A special tour to northern Germany is being organized to recognize this event. SESCA will have a booth at the Active Life Fair and on December 2, 2012, there will be an informational meeting at the Community Center.

Ms. Wason stated that it will be an 18-day tour. She encouraged Councilmembers to attend. The dates are August 8 through August 26, 2013, with the last six days in Einhausen.

Mr. Cory Springhorn, 173 Dennison Avenue, stated that he works with the Consortium for Systems for Disabilities. A coalition of organizations will provide free rides for disabled people to the polls on November 6.

COUNCIL COMMENTS

Mayor Martin:

The annual Lighting Ceremony will take place on November 19, 2012, at the Community Center before the Council meeting at 6:00 p.m.

On November 13, 2012, there will be an Active Life Fair at the Community Center. This is an opportunity for seniors to obtain a lot of information on all types of services and activities. Mayor Martin will be attending from 11:30 a.m. to 1:00 p.m. to meet people.

On November 16, 2012, there will be a Dive-In movie. Some floatables are allowed in the pool. The charge is the same as a daily admission.

Councilmember Huffman:

On November 11, 2012, all veterans are welcome at the Community Center free of charge. Up to six family members may also enter for free.

Stated that he has many good memories of serving on the Council the past 16 years.

Councilmember Withhart:

The Shoreview Community Foundation will hold its Annual Dinner on November 6, 2012. Residents are encouraged to attend and help support the Foundation. The keynote speaker, Dan Brooks, who is the son of the late Herb Brooks, will be talking about the "Miracle on Ice." There is detailed information on the City's website.

Councilmember Wickstrom:

The Gallery 96 art exhibit will open on November 9, 2012, at the Ramsey County Library in Shoreview. On November 9th, there will be a reception from 6:00 to 9:00 p.m.

The Shoreview Northern Lights Variety Band will hold its annual concert on Saturday, December 8, 2012, at Benson Great Hall at Bethel University, at 7:00 p.m. There will be carriage rides from the parking lot and pre-concert entertainment. Tickets are \$10 in advance or \$12 at the door. More information is available on the band's website at www.snlvb.com. Tickets are also available at the front desk at City Hall.

Beyond the Yellow Ribbon will hold monthly Hamburger Nights, beginning November 12, 2012, from 5:00 to 8:00 p.m., at the White Bear Lake VFW. Each month a different city will be

asked to provide dessert. Shoreview is first. Please contact Councilmember Wickstrom if you can help out at adywickstrom.com or at 651-780-5245.

CONSENT AGENDA

Item Nos. 11 and 13 were pulled for separate discussion.

No. 11. PUD Amendment - Outlot A, Heather Ridge Townhouse Association

Planning Commission Chair Steve Solomonson reported that the Planning Commission did support the request for Outlot A, an active recreation area in Heather Ridge, to be converted to a passive recreation area. Issues that the Commission discussed included keeping the fence, location of the storage structure, and using recreation space for a storage shed. These are design issues that the Association must decide on by a vote in order to go forward.

Mr. Schwerm noted that the shed is proposed is relatively small, not the size of a garage.

Mayor Martin stated that she does not see a role for the City in this decision other than to act on approval of the PUD amendment. Design details must be decided by the Association.

No. 13. Wireless Antennas

Councilmember Withhart referred to the staff report regarding leases and asked if the 4% escalator is per site or the amount of increase for the total of all leases. Mr. Schwerm responded that the 4% per year increase is per site. The City receives more than \$100,000 from these four antenna leases on the water tower.

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to approve the Consent Agenda, for November 5, 2012, and all relevant resolutions for all item Nos. 1 through 13A:

1. September 24, 2012 City Council Workshop Minutes
2. October 15, 2012 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
 - Environmental Quality Committee, October 22, 2012
 - Planning Commission, September 25, 2012
 - Human Rights Commission, October 24, 2012
 - Economic Development Commission, October 23, 2012
4. Verified Claims in the Amount of \$877,545.19
5. Purchases
6. Adoption of City Water Plan

7. Authorize Purchase of Skid Steer
8. Developer Escrow Reduction
9. Approving Plans and Specifications and Order the Taking of Bids for Water System Improvements—Weston Wood Booster Station, CP #12-02
10. Approval of 2013 DOC Contract
11. PUD Amendment—Outlot A, Heather Ridge Townhouse Association
12. Site and Building Plan Review—4610 N. Milton Street, Tom Houck
13. Wireless Telecommunications Lease Amendments—T Mobile and Sprint, 5880 Lexington Avenue and 745 County Road E
- 13.A. Bingo Permit for St. Odilia Church

VOTE: Ayes - 5 Nays - 0

DISCUSSION WITH RAMSEY COUNTY SHERIFF MATT BOSTROM

Ramsey County Sheriff Matt Bostrom was present to meet with the Council. He stated that the Department is proud to provide patrol services for the contract cities. In addition, the Department maintains custody for all pre-conviction detainees. There are 400 to 450 in the detention center at any one time. The Department provides water patrol for 82 lakes and 18 miles of riverway. Deputies are available to move across the county and provide services for other agencies, such as animal control, SWAT teams and investigations because the Sheriff's Department has jurisdiction across community boundaries. The Department also provides bailiff services at court and serves the orders from the judge.

The Department achieves a high level of performance by: 1) using best practices in community policing; 2) partnering with and not competing with other policing agencies; 3) managing tax dollars; 4) developing staff and recruiting from within the community; 5) and catching kids doing things right to be able to reward and reinforce positive actions.

The Department has organized a monthly 90-minute meeting to discuss how the system can work better with the County Attorney, District Judge, Public Defender, City prosecutors, and other suburban police chiefs. There is a website that has been made more interactive with a Community Concerns Form for residents to offer ideas on how to do things better. Neighboring agencies will be offering some deputies BCA baseline training, so that trained officers can respond to crime scenes across City lines.

Early in 2013, there will be an effort to launch the Ramsey County Sheriff's Foundation. This Foundation will bring all 501C3s associated with the Sheriff's Department under one umbrella to provide outreach resources for working with youth.

Councilmember Withhart asked what is first and foremost thing that people can do to prevent becoming a victim of crime. Sheriff Bostrom responded: 1) always lock doors (both home and vehicle); 2) make sure fire alarms are tested and work; 3) know your neighbors. Safety is a function of knowing neighbors--not to be nosy but be interested in your neighbors.

Councilmember Wickstrom added that leaving mailbox flags up advertises when checks are mailed. Residents are encouraged to get locked mailboxes. Also, when traveling, have neighbors pick up newspapers.

Mayor Martin noted that there are quite a few vehicle break-ins at the Rice Creek Dog Park. Sheriff Bostrom stated those crimes are being investigated.

The Mayor and Councilmembers thanked Sheriff Bostrom for taking time to meet with the Council. Councilmembers commended and thanked the Sheriff's Department for excellent work and so many things are being done right.

LAW ENFORCEMENT SERVICES AGREEMENT WITH RAMSEY COUNTY SHERIFF'S DEPARTMENT

City Manager Schwerm stated that the City's current agreement expires at the end of 2012. A new three-year agreement is proposed. The cities of Shoreview, Vadnais Height, White Bear Township, Little Canada, Gem Lake, North Oaks, and Arden Hills all have the same contract with the Sheriff's Department. This year, the Sheriff's Department has taken over animal control.

Councilmember Huffman asked if any changes in the budget are anticipated. Mr. Schwerm stated that a 2% to 3% increase is expected this year, when a new deputy will be hired. This position was planned several years ago but was never added due to the economy.

Councilmember Withhart asked the level of coverage in street patrol. Mr. Schwerm stated that Shoreview pays approximately 90% of a car each in both the northern and southern parts of Shoreview. However, cars cross districts from one city to another for emergencies. In addition, during the daytime, there are two dedicated traffic squads. Shoreview pays for approximately 30% of their time.

Councilmember Withhart asked how the administrative citation system is working. Mr. Schwerm stated that deputies are very pleased with the system. Administrative citations are issued at a ratio of about 2 to 1 over district citations. City Attorney Filla noted that since the implementation of the administrative citations, traffic related prosecutions have decreased. Mr. Schwerm added that the City is bringing in more revenue with the administrative citation system.

MOTION: by Councilmember Huffman, seconded by Councilmember Withhart to approve Resolution 12-97, renewing a three-year agreement with Ramsey County for the provision of law enforcement services with the Ramsey County Sheriff's Department.

VOTE: Ayes - 5 Nays - 0

Mayor Martin noted that the next day is election day, and it is very important that residents exercise their right to vote.

ADJOURNMENT

MOTION: by Councilmember Huffman, seconded by Councilmember Withhart to adjourn the meeting at 8:05 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

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

Terry C. Schwerm
City Manager

**PARKS & RECREATION COMMISSION
MINUTES
SEPTEMBER 27, 2012**

CALL TO ORDER

Members Present: Athrea Hedrick, Linda Larson, Desaree Crane, Carol Jauch, Megan Frye

Members Absent: Kent Peterson, Charlie Oltman, Catherine Jo Healy, Pat Sager

Others Present: City Manager Terry Schwerm, Rental Coordinator Barb Burke

ROLL CALL

The meeting was called to order at 7:03 p.m. by Parks & Recreation Co-Chair Carol Jauch.

APPROVAL OF AUGUST 23, 2012 MINUTES

Larson moved, seconded by Crane, approval of the August 23, 2012 Parks & Recreation Commission minutes. Motion was adopted 5-0.

REVIEW OF 2013-2017 CAPITAL IMPROVEMENT PROGRAM

Jauch requested that Schwerm review the highlights of the Capital Improvement Projects. Schwerm said that the City Council had reviewed the CIP the previous week. Schwerm also said the Bucher Park project will be bid this winter because Candace Amberg of Brauer and Associates felt that the City would get better bids by waiting until 2013 to do this project. Schwerm stated the City is considering doing some of the trail work for the Shamrock Park project in house to reduce costs.

Schwerm said the Wilson Park project which was scheduled for 2012/2013 has been delayed until 2015.

Schwerm said there is a park renovation project planned for 2017 and is hopeful that the Parks & Recreation Commission can meet or tour some of the parks next summer to determine which should be the next park scheduled for a renovation.

Schwerm explained that many of the items on the CIP are replacement items. The largest project is in 2014 with a Community Center expansion. The plan is to hire an architect in 2013 to meet with staff and the Commission to make recommendations to the City Council. Schwerm said this is anticipated to be a 4,000 square foot addition adjacent to the Fitness Center. He also explained it is planned to add another gym activity room to accommodate more fitness classes and Summer Discovery. Also, the plan is to extend the playground area with more seating areas and space to host birthday parties. Schwerm explained that the expansion is limited due to the encroachment on the pavilion area.

Schwerm said there were several projects that are replacement both in the parks and landscaping in the Highway 96 corridor. One project for next year is the ADA compliance for playgrounds in the parks. Schwerm explained that there is a mat which can be laid under the wood chips which to create improved access to the playgrounds and swings and bring all parks into ADA compliance.

Schwerm said the Wilson park project was delayed because the pavement in the parking lots at Wilson and McCullough Parks was in extraordinarily bad shape and they need to be repaired in 2013. These two projects cost more than \$200,000 and are funded from the Fixed Asset Fund which was the funding source for Wilson Park improvements. The plan is to save money by lumping these pavement projects with the streets rehabilitation project for bidding.

Schwerm explained that the CIP is a fluid plan and will be adjusted as necessary to meet the replacement needs.

Schwerm stated that the tennis court cracks are being filled, recolored, and then relined. Schwerm said that there is a small shelter at Shoreview Commons Park which needs to be replaced. This project has been delayed several times but now needs to be completed.

Schwerm explained the wading pool project had been delayed in favor of the Bucher Park renovation as recommended by the Commission. The wading pool project is replacing the current wading pool with an interactive water play area with a play structure. This project has been important to some members of the City Council but has been pushed back to 2016. Schwerm explained there has been some frustration because the City hasn't had the money to renovate the parks and take on new projects such as the Commons Master Plan or outdoor pool replacement. The City Council has asked staff to explore alternate methods of financing these projects so they can be done in a more timely manner.

Crane asked what it means to be doing renovations in house. Schwerm explained that it would be limited to trails and paving work, rather than erecting shelters or that type of work. Schwerm gave an example of an in house project. He stated that some parts of the Highway 96 landscaping project were done in house with the assistance of crews from the Department of Corrections. For this project City staff worked with the DOC crews to plant the new landscaping which saves money. If the planting work had been done by an outside landscape source it would have been much more expensive.

Schwerm went to Community Center rehabilitations. Some of the future projects were a hot water tank, carpet replacement for 2014, and replacement of the sloped roof over the gym. In addition, a reserve is kept for things that break over time.

Schwerm said there is money allocated for Community Center banquet improvements. One of the projects this year was recovering the banquet room chairs. In 2013 one of the projects is to replace the AV equipment in the Community Room. The Shoreview Room AV equipment was updated earlier this year. Some other projects include: repairing the movable walls in the meeting rooms and Community Room, the carpet is scheduled to be replaced in the Shoreview Room in 2014.

Schwerm said that the waterslide stairs need replacing and we have a structural engineer who inspects the stairs annually and it has been suggested that they be replaced. Schwerm also said that the thought is to evaluate the zero depth beach structure and potentially replace it so it is more of an interactive structure. Schwerm said that the current play feature was repainted so that it fits in better with the theme of the pool area. Schwerm said the philosophy is that every few years we need to add new things to enhance the waterpark to keep it fresh and fun for our customers.

Crane asked why the pool was shutdown today. Schwerm explained that we had just finished our annual pool shutdown which lasted longer than normal. We reopened last Saturday. Schwerm explained that sometime between 1:00-3:00 a.m. a ballast blew out a light pane which shattered in the

pool. Schwerm explained that we erred on the side of caution and closed the pool for cleaning. Schwerm explained that it is still a three day process to get the chemicals balanced and the water heated. Schwerm also explained that staff contacted swimming lesson participants and lap swimmers. All the rentals had been called and advised of the pool being closed. We lost 6-8 rentals due to this unexpected closure.

Jauch said that the Community Center is status quo with additions. She asked if we have explored starting at zero and rebuilding spaces. Schwerm explained that we had not explored making those sort of sweeping changes. Schwerm explained that repurposing spaces does happen and used the Gym Activity Room as an example. Also the game room/warming house was changed to a fitness space. He also said we evaluated the weight equipment usage and moved it into the third studio. Jauch said she thought it was a valuable thing to look at the overall floor plan vs. a \$1.2 million dollar expansion. Schwerm said that we need to balance the need of space for programs and other uses.

Schwerm said there are plans to replace some furniture and fitness equipment. Schwerm said we had added booths in the Wave Café area. There are also upgrades to the Community Room and a second auto-fryer at the Wave Café.

Crane had a question about the funding for the addition. Crane questioned why the money was coming from the sewer fund. Schwerm explained that it was an internal loan rather than going out for bonding which would cost the City more. The addition would be paid from Community Center and recreation program revenues and from the Capital Improvement Fund.

Schwerm said that we are now in the two year budget cycle rather than an annual one and beginning next year the CIP will be on a six year cycle.

DISCUSSION REGARDING OCTOBER MEETING

Schwerm explained that there is an event scheduled on October 25th which is the next meeting. Ecumen is hosting a meeting on how to create an age friendly community. The Parks & Recreation Commission should be receiving their invitation in the mail. Schwerm asked if the Commission would rather have a regular meeting or attend the special meeting hosted by Ecumen. Schwerm also said that the Volunteer Recognition dinner was planned for Thursday October 18th and he hoped the Commission will attend.

Schwerm stated he wasn't entirely sure what the agenda might be but didn't anticipate any big items to discuss at the October 25th meeting. Also, Schwerm said the November meeting is cancelled because it will fall on Thanksgiving and the December meeting is usually a social event rather than a meeting.

Jauch and Crane stated they supported a brief meeting at 8:00 or 8:15 p.m. on October 25th following the Ecumen event. Schwerm said he would email other Commission members to advise them of this.

STAFF REPORTS

Schwerm stated that the Pickleball courts are ready and there will be an article in the Shoreview Press. Schwerm pointed out there was significant growth in our fitness and swimming lessons. Schwerm also said that the Summer Discovery program was steady. These are the revenue programs that support the other programs such as the Summer Concert Series. Schwerm said that other program areas were steady. The preschool program is off to a great start as well as other fall programs.

Crane asked about the themed birthday parties. Burke explained that staff had added a new option to our birthday party packages where parents can choose between a princess, pirate or under the sea theme for a \$10.00 upgrade.

COMMISSION REPORTS

There were no Commission reports.

ADJOURNMENT

Jauch moved, Frye seconded to adjourn at 8:02 p.m.

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
October 8, 2012**

CALL TO ORDER

President Huffman called the meeting to order on October 8, 2012, at 5:00 p.m.

ROLL CALL

The following board members were present:

Blake Huffman, Emy Johnson, Gene Marsh, Terry Quigley

The following board members were absent:

Ben Withhart

Also Present:

Tom Simonson, Assistant City Manager and Community Development Director

Kirstin Barsness, EDA development consultant

Floyd Grabiel, General Counsel for TSI, Incorporated

APPROVAL OF AGENDA

It was the consensus of the Board to consider the item relating to TSI, Incorporated first on the agenda, prior to other regular business.

MOTION: by Quigley, seconded by Marsh, to approve the October 8, 2012 agenda as amended.

VOTE: Ayes – 4 Nays – 0

GENERAL BUSINESS

TSI, Incorporated Expansion - 500 Cardigan Road
Consideration of Supplemental Tax Increment Assistance

Simonson explained that TSI, Incorporated, is seeking additional tax increment financing in support of the increased project costs relating to storm water drainage improvements as part of their planned building expansion. He said that TSI recently received approval from the City for tax increment financing (TIF) assistance in support of their expansion to their corporate headquarters and manufacturing facility in Shoreview. As part of the related site and building plan approval, TSI agreed to provide additional storm water drainage improvements to address concerns of the City and property owners adjacent to their property. TSI indicates the added storm water drainage improvements will cost \$150,000, and could impact the overall scope of the building project. Without supplemental financial support from the City, TSI may need to scale back some of the planning building improvements.

Simonson said that TSI initially asked the City for consideration of waiving the building permit and SAC/WAC fees for the project. However, staff informed TSI that the City relies on the building permit revenue to cover building inspection expenses through the General Fund and the SAC fees are passed through to the Metropolitan Council, which would mean the City would have to cover the charges. It was suggested that the best option for additional assistance would be from existing tax increment funds.

Simonson stated that after further discussions with TSI officials and a preliminary agreement was reached, subject to EDA and Council approval, for the City to provide a supplemental amount of \$100,000 in support of the additional costs associated with the storm water drainage improvements. The \$100,000 would be paid out of the TIF District No. 1 fund, and payable to TSI upon completion of the building project. The TIF Development Agreement previously approved would be revised prior to execution to reflect the additional financing support. President Huffman asked board members for comments and questions.

Quigley stated he understands the increased costs are due to additional storm water improvements to address and resolve issues with adjacent property owners. He commended TSI for being good neighbors and supports the additional assistance.

Johnson also indicated her support for the supplemental financing and noted that in speaking with other business neighbors of TSI in the Cardigan Road business park, they all spoke very positive on the great relationship they have with the company.

Marsh said he fully supports the additional assistance and thanked TSI for their continued investment in Shoreview.

President Huffman thanked TSI for the positive extra efforts to address storm water concerns and said that the City greatly appreciates their continued growth and partnership that has been formed.

Mr. Grabiell said that TSI is very thankful for the City's generous and continued support and that this project will continue to add tax base and highly skilled jobs to the community. Mr. Grabiell pointed out that they wish to be good neighbors and at least 30 of their local employees are residents of Shoreview. He praised the City for their support and ability to meet their very tight schedule for the project.

MOTION: by Johnson, seconded by Marsh, to recommend to the City Council approval supplemental tax increment financing support of \$100,000 to assist with costs relating to storm water drainage improvements as part of site and building expansion project of TSI, Incorporated and incorporating this additional funding into the Tax Increment Development Agreement to be executed.

VOTE: Ayes - 4 Nays - 0

APPROVAL OF MINUTES

Marsh requested that the last sentence in the fourth paragraph on page 5 be changed to read “...City loan does have a loan-to-value requirement.”

MOTION: Marsh moved, Johnson seconded, a motion to approve the August 13, 2012 meeting minutes, as corrected.

VOTE: Ayes - 5 Nays - 0

Board Member Emy Johnson left the meeting at this time.

FINANCES AND BUDGET

Monthly Financial Report/Approval of Claims and Purchases

Simonson reported that the balances of three EDA funds are on track and healthy. Some claims are being paid through TIF projects because developers have escrowed funds to cover City administrative expenses.

There are 11 home energy loans. There will be an article on Housing Resources and the loan program in the next ShoreViews newsletter, which may generate interest with winter coming.

Huffman requested that the Board discuss whether home energy loans continue to be needed.

MOTION: by Quigley, seconded by Marsh, to accept the monthly EDA Financial Reports and approve the following payment of claims and purchases:

- | | | | |
|----|---|--------------------|------------|
| 1. | Community Reinvestment Fund
(11 Loans - Monthly Service Fees - Date Paid: 8/24/12) | \$66.00 (Fund 307) | |
| 2. | Paninos (EDA Dinner August 2012)
(Date Paid: 8/13/12) | \$132.60 | (Fund 240) |
| 3. | Deanne Allen (EDA Minutes 07/09/12)
(Date Paid: 8/6/12) | \$200.00 | (Fund 240) |
| 4. | Bradley & Deike (Legal Services - Professional)
(Date Paid: 8/20/12) | \$119.00 | (Fund 240) |
| 5. | Kirstin Barsness (Development Consultant)
(Date Paid: 8/6/12) | \$481.25 | (Fund 240) |

VOTE: Ayes - 4 Nays - 0

Development Updates

Midland Plaza Redevelopment - Lakeview Terrace Apartments

Simonson reported that this project is on hold because of issues the developer is having with its mortgage held by Freddie Mac on a small sliver of land south of Owasso Street and north of Lake Shoreview. This piece of land is an essential part of the new development site. That portion of land is incorporated into the mortgage for Midland Terrace. In order to use that piece of land for the new development, Freddie Mac requires that the amount be escrowed or paid off. An appraisal was done but came back at a very high value in the amount of \$1.425 million. It is of little value to the Midland Terrace complex and has no developable value without the redevelopment project. There are over \$2 million in penalties to pay off the loan with Freddie Mac. This issue must be resolved before the project can move forward. Tycon Management, the ownership group, indicates the project will not be feasible unless the Freddie Mac issue is resolved.

Simonson stated that no work contracts have been signed, but a lot of engineering work has been done. There is some exposure of several hundred thousand dollars from TIF District No. 1 on the part of the City, but an agreement with Tycon requires them to cover one-half of expenses incurred in the event the project does not go forward.

Marsh noted that there is a Board of Appeals for inflated property values. This is not just a Tycon issue, but has significant impacts to the City as well.

The Board discussed getting a new appraisal as well as a letter from the Mayor to Senator Klobuchar and the Metropolitan Council for help in dealing with Freddie Mac.

Stonehenge USA/Red Fox Retail Project

Simonson reported that some tenants have opened; others are close to finishing their interior improvements and will open soon. The preferred anchor has submitted a letter of interest stipulating everything needed for that location. The request is for a 13,000 square foot building, not the 14,000 square feet planned, which cuts into income. Also, the preferred anchor will only sign a 10-year lease, no longer. The developer believes these issues are relatively minor and should not impact the project feasibility.

Stonehenge has received positive feedback from the credit union on renegotiating a purchase price for the third parcel.

Sinclair Redevelopment/TCF Bank Project

Preparations are made to tear down the building and removal of the tanks. One issue that remains is the effort to obtain a revised access agreement with Target. It is a condition of the TCF deal. Target has agreed, but has not executed the agreement. TCF has applied for a building permit. Ramsey County will build the right turn lane at Red Fox Road as part of their improvements to Lexington in 2014.

Westinghouse/PaR Nuclear Expansion

Simonson reported that PaR Nuclear may be exploring purchasing parcels around their site for further expansion. City staff will continue to work with PaR Nuclear representatives as they plan an expansion at their facility.

Hed Cycling

Hed Cycling is looking for location and building options to either build or acquire as their business continues to grow to build in Shoreview. City staff has been in regular contact with the owner and have offered the City's support.

Children's Hospital Property

Staff met with representatives of Children's Hospital and School District 916 on their interest in building a K-8 school for special needs children. Concept approval has been received from the Rice Creek Corporate Board. A letter was sent to both parties indicating that the City would not be in support of this proposal, as it is not consistent with the City's vision of high end office and would require an amendment to the approved PUD. Staff believes that the recorded covenants are clear that a public or quasi/public use such as a school is not permitted.

Motion: by Marsh, seconded by Quigley, to adjourn the meeting at 6:42 p.m.

VOTE: Ayes - 4 Nays - 0

DRAFT

**SHOREVIEW PLANNING COMMISSION MEETING
MINUTES
October 23, 2012**

CALL TO ORDER

Chair Solomonson called the meeting of the October 23, 2012 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

The following members were present: Chair Solomonson; Commissioners, Ferrington, McCool, Proud, Schumer, and Thompson.

Commissioner Wenner was absent.

APPROVAL OF AGENDA

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to approve the October 23, 2012 agenda as submitted.

VOTE: Ayes - 6 Nays - 0

APPROVAL OF MINUTES

Commissioner Ferrington noted a correction to the second motion under Approval of the Agenda, the second motion should read the September 25th agenda as amended.

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to approve the minutes of the September 25, 2012 Planning Commission meeting, as amended.

Ayes - 6 Nays – 0

REPORT ON CITY COUNCIL ACTIONS

City Planner Kathleen Nordine reported that the Council has approved the following, as recommended by the Planning Commission:

- 1.Minor Subdivision; Silverthorn Properties
- 2.Site and Building Plan Review, TSI, Inc. for Phases 1 and 2
- 3.PUD Development Stage/Rezoning, Joycelyn allowing the loft to be used as a sleeping area as long as there is not a separate door for the loft, and the garage issue is addressed in the Development Agreement
- 4.Final PUD for Joycelyn
- 5.Extension of Preliminary Plat and Development Stage Approval for Lakeview Terrace
- 6.Conditional Use Permit for Brad and Elena Oren, Imperial Homes, Inc.

7.PUD Development Stage/Rezoning/Preliminary Plat, Clyde and Arlene Rehbein

NEW BUSINESS

PUBLIC HEARING – AMENDMENT TO PLANNED UNIT DEVELOPMENT – DEVELOPMENT STAGE

File No.: 2462-12-25
Applicant: Heather Ridge Townhouse Association
Location: 013023330247 (Heather Ridge Court-Out Lot A)

Presentation by City Planner Kathleen Nordine

This application is a request to amend the PUD for Heather Ridge Townhouse Association in order to develop Outlot A, which has tennis courts and is located in the common area. An amendment is needed because the original approval required tennis courts. The property was originally developed in 1978 with a PUD. In 1982, a Special Use Permit was issued with a condition that the developer provide a tot lot and tennis courts.

The proposal is to remove all but one tennis court in order to create a patio area with two gazebos. A storage area is also proposed to store maintenance equipment. The fence for the one tennis court would remain. A new fence would be put in around the patio area.

Staff believes the request to be compatible with adjacent land uses and would have no adverse impact. The tennis courts that were required are seldom used. The new use would continue to be a recreational area consistent with original approvals, and the new use would better serve the changing needs of Heather Ridge Court. Staff is recommending approval with the conditions listed into the staff report.

Property owners within 350 feet were notified of the proposal. Numerous responses were received the majority of which support the change. There is some opposition due to cost. Commissioner Ferrington noted that the 350 feet for notice did not include all residents within the townhouse community. She asked if the plan would have to be reviewed by the Planning Commission again, if, as plans are finalized, other changes are made, even though they are recreational. Ms. Nordine explained that the amendment is to change this area from an active recreational area to a passive one. A significant change would require further review by the Planning Commission.

Commissioner Thompson noted that some of the residents' comments state that the tennis courts were not often used because they are not well maintained.

Commissioner McCool asked if the proposed storage shed would be screened to the rear. Ms. Nordine answered, no.

Chair Solomonson asked how close the shed would be to the road, as it is 10 feet in height and without screening.

City Attorney Filla stated that he has reviewed the Affidavit of Publication, which indicates that the Public Hearing is in order.

Chair Solomonson declared the public hearing to be open.

Ms. Lindsey Garfield., Chair of Committee for the Design, and Ms. Jean Andahl, Vice President of Heather Ridge Court Townhouse Association were present for questions.

Commissioner Thompson asked the process of notifying all residents in the Association.

Ms. Garfield added that the plan was presented and approved at the last Association meeting. All homeowners are informed. Ms. Andahl explained that flyers were put on doors of those

DRAFT

notified. Nothing can be done until after the 2013 meeting. A plan was necessary to move through the City process.

Commissioner McCool asked how the proposed shed would be used and about possible landscaping. Ms. Andahl stated that it would relieve storage congestion in existing garages and provide space for gas grills which are planned to be purchased. It would be used to provide electricity to the recreational area. The shed would be locked and used on request. Its appearance would be architecturally compatible with the townhouses with the same siding and shingles. If necessary, it would be custom made. There is a large spruce on the north side of the shed. There would be landscaping added around it. If neighbors do not want the shed placed at the proposed location, there will be no shed. This means that there would be no place to store gas grills and the Association would not buy them.

Commissioner Ferrington asked the process for finalizing this plan with homeowners. Ms. Garfield explained that once approved by the Planning Commission and City Council, the Association would have to vote at the annual meeting in May 2013. A two-thirds majority would approve the plan and funding. Once the Association votes, any changes would mean another vote. Bids will be obtained prior to the annual meeting in order to present a cost analysis.

Commissioner Proud asked how undesirable behavior would be addressed. Ms. Andahl stated that restrictions requested by homeowners would be put in place. Ms. Garfield added that rules and regulations would be posted. The Association is not a policing body. The Board will police the area, but if there is a problem, the Ramsey County Sheriff would be called. Commissioner Proud questioned whether Ramsey County would have jurisdiction over private rules established by the Association. Ms. Andahl and Ms. Garfield plan to meet with the Sheriff's Department regarding enforcement.

Chair Solomonson asked the reason for a fence around the gazebos when they will be placed within the fenced tennis court area. Ms. Garfield explained that the existing fence is a sport court fence. The fence is for security. If the fence remains, and grass is used instead of a patio, there is added cost for maintenance and entry to the area. If the tennis courts were being used at the same time as the patio, a fence would prevent interference from tennis balls.

Ms. Andahl asked if a pickle ball court can be put in without review by the Planning Commission. Chair Solomonson stated that it is just a matter of restriping and not an issue. Ms. Ann Dorth, 5601 Donegal Drive, stated that she supports the changes but is concerned about how much is being put in a small space. Two gazebos are too many. A picnic shelter or arbor would be less clutter.

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

VOTE: Ayes - 6 Nays - 0

Commissioner Ferrington stated that she supports the plan, as it addresses needs in the association.

Commissioner McCool stated that he does not support a storage shed in this area. The outlot is supposed to be a community area for recreation, although he sympathizes with the need for storage. If the shed would be completely screened and tucked away, he could support it. There seems to be potential incompatibility with the number of activities planned. However, he is in favor of repurposing the area.

Commissioner Thompson stated that she is reluctant to change the use from active recreation to passive. It would be easy to repurpose the existing area to pickle ball without an amendment.

There are 123 families who have not responded. Input is needed from everyone to move forward.

Chair Solomonson stated that he agrees with the concept for hybrid design that converts part of this area to passive recreation. The design will be worked out with the townhouse association. He also has concerns about the shed being close to the road and the design of the gazebos. Commissioner Schumer expressed support. He would like to not see a fence around the gazebos, but that will be decided by the Association.

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to approve the requests submitted by the Heather Ridge Townhouse Association for the proposed redevelopment of the west tennis court at 5656 Donegal Circle and recommend the City Council approve the development stage of the PUD. Said approval is subject to the following:

1. The property shall be developed in accordance with the plans submitted as part of this application. Revisions to the submitted plans may be permitted to respond to comments received from the City. Said revisions shall be submitted as part of the Final Stage PUD application.
2. The applicant shall obtain a building permit for the construction of the gazebos and storage shed. Structures shall comply with the Building Code.

This approval is based on the following findings of fact:

8. The proposal supports the policies in the City's Comprehensive Plan relating to land use, housing and economic development.
9. The proposed passive recreation space will not adversely impact the land use of the surrounding property.
10. The proposal supports the changing needs of the Heather Ridge community.

Discussion:

Commissioner McCool stated that he cannot support the plan as presented because of the shed's location with no screening. He offered an amendment to the end of the first sentence of condition No. 1 to state, "except the storage shed shall be removed." Commissioner Proud seconded the amendment for purposes of discussion.

Commissioner Proud spoke against the amendment because he believes a design can be developed that would incorporate a shed that is landscaped and placed in a better location. He suggested changing Condition No. 1 to state, "...similar to the plan submitted with this application."

City Attorney Filla suggested language that would stipulate not to exceed two tennis courts and that the shed be further off the property line.

Commissioner McCool withdrew his first amendment and Commissioner Proud withdrew his second.

DRAFT

MOTION FOR AMENDMENT: by Commissioner McCool, seconded by Commissioner Proud to revise the first and second sentences of Condition No. 1 to read as follows: “The property shall be developed in accordance with the concept contemplated as part of this application.” and “Revisions to the submitted plans shall be permitted to respond to comments received from the City.”

VOTE ON THE AMENDMENT:

Ayes - 6

Ayes - 0

VOTE ON MOTION AS AMENDED:

Ayes - 6

Ayes - 0

VARIANCE

FILE NO.: 2462-12-25
APPLICANT: ALAN D. GASCHOTT
LOCATION: 565 TOMLYN AVENUE

Presentation by City Planner Kathleen Nordine

This application is for a variance to reduce the minimum 30-foot structure front setback required from the street right-of-way to 24 feet in order to add a front porch addition. The property is located on the corner of Chandler and Tomlyn. The property is zoned R1, Detached Residential. The proposed project is a covered front porch along the main portion of the house that would be 31.7 feet long and 6 feet wide. The front door may be relocated.

The applicant states that a porch will create an inviting entryway with seating, shelter and shade. The location of the home was at a setback of 30 feet from the south lot line, the plat boundary, in anticipation that an extension of Tomlyn Avenue would be dedicated with a future plat (Willow Pond Second Addition).

Staff finds that the proposal is consistent the City encouraging property owners to reinvest in their property. Although a 5-foot by 7-foot landing would be allowed without a variance, its size is restrictive. Since the entry door is being moved, a landing would not be centered. The appearance would be awkward. The proposal is reasonable and will improve the livability and appearance of the home. There is practical difficulty and unique circumstances with the platting of this property, the orientation of the home and the 60-foot right-of-way width of Tomlyn Avenue, which was constructed after the house was dedicated with a larger right-of-way width. Staff does not believe there would be any adverse impact to the neighborhood.

Property owners within 350 feet were notified of the proposal. One comment in support was received. Staff is recommending approval.

Chair Solomonson asked if the porch could become a four-season room. Ms. Nordine noted that the conditions of approval do not allow the porch to be enclosed which includes not allowing screens.

Mr. Alan Gaschott, Applicant, stated that it has not been finally determined that the doorway will be relocated.

Chair Solomonson asked the height of the porch and whether the sidewalk would be eliminated. **Mr. Gaschott** stated that there will be two steps up to the porch. At this time there are no plans to eliminate the sidewalk, but in the future landscaping in front of the porch is planned.

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to adopt Resolution 12-93 approving the requested variance submitted by Alan Gaschott, 565 Tomlyn Avenue, to reduce the required 30-foot structure setback from a front property line to 24' for a front porch addition. Said approval is subject to the following:

1. The project must be completed in accordance with the plans submitted as part of the Variance application.
2. The covered porch shall not exceed one-story in height and shall not be enclosed.
3. This approval will expire after one year if a building permit has not been issued and construction commenced.
4. This approval is subject to a 5-day appeal period.

This approval is based on the following findings of fact:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan, including the Land Use and Housing Chapters.
2. *Reasonable Manner.* *The property owner proposes to use the property in a reasonable manner not permitted by the Shoreview Development Regulations.* The applicant is proposing to use the property in a reasonable manner since it will improve the livability of the permitted single-family residential use. The proposed covered porch will enhance the appearance of the home by providing a visual relief to the south building wall, provide shelter and a seating area. The proposal represents a reasonable use of the property.
3. *Unique Circumstances.* *The plight of the property owner is due to circumstances unique to the property not created by the property owner.* Unique circumstances relate to the platting of this property, the placement/orientation of the home on the property and the platted width of Tomlyn Avenue. The property was platted prior to the dedication of Tomlyn Avenue along the south boundary. Since Tomlyn Avenue was not dedicated at the time the house was constructed, the house could have been setback closer to the southern lot line.

Tomlyn Avenue does have a right-of-way width of 60 feet, which is greater than the 50-foot width currently required for local streets. This larger right-of-way results in a larger boulevard width and with the addition, the home will be setback 38' from the street curb. At this distance, the addition will not impose on the public realm.

DRAFT

4. *Character of Neighborhood.* The variance, if granted, will not alter the essential character of the neighborhood. The variance will not alter the essential character of the neighborhood. The visual impacts are reduced by the overall design of the porch (1-story, open, width). Also, the house is located on a corner and not situated in the middle of a block which should lessen the visual impact of the setback encroachment on neighboring properties.

VOTE: Ayes - 6 Nays - 0

VARIANCE/RESIDENTIAL DESIGN REVIEW

FILE NO.: **2463-12-26**
APPLICANT: **HAMLIN & RUTH HAGANDER**
LOCATION: **3194 WEST OWASSO BLVD.**

Presentation by Senior Planner Rob Warwick

This application is to demolish the existing home and detached garage, including the driveway, in order to build a new home. The property is a substandard riparian lot on the west shore of Lake Owasso. Variances requested would 1) reduce the structure setback from the Ordinary High Water Mark (OHW) from 163 feet to 95 feet measured to the patio; and 2) increase the structure setback from West Owasso Boulevard from 114 feet to 177.2 feet.

The property has an area of 27,661 square feet and a lot width of 75 feet. The property slopes steeply (approximately 50 feet) from the street to the shoreline. It is zoned R1, Detached Residential in the Shoreland Overlay District. A municipal sanitary sewer line is located between the existing house and lakeshore. A sanitary sewer lift station is at the southeast corner of the property near the shoreline.

The new home of 2,400 square feet is designed as a multi-generational house for the applicants and their parents. It will be a two-story home with a 3-car attached garage. A new driveway will be put in along the north side lot line. The lower level will be a walk-out on the lake side. The significant amount of grading that will be required will be addressed with the building permit.

The proposed project complies with residential design standards except from the setback variances requested. The applicant states that locating the proposed house further south creates practical difficulty. The proposed location is similar to homes along the lake. The selected building site also uses the level topography of the property and increases the setback from the street. The proposed site would allow for a driveway with a gentle slope. In the past, there has been difficulty for emergency vehicle access in the winter due to the steepness of the existing driveway.

Staff finds that practical difficulty is present. Using the level topography for the building site will help to minimize disturbance on this site. Shoreland mitigation is required. The applicants have identified three practices: 1) architectural mass; 2) reduction of impervious surface by 9%; and 3) the use of rain gardens.

Property owners within 150 feet were notified of the proposal. One comment was received expressing concern about the proposed height, which has been reduced to comply with City requirements. Staff is recommending approval with the conditions listed in the staff report.

Commissioner Ferrington asked if the proposed new home would encroach closer to the lake. Mr. Warwick explained that the house will not, but a patio is proposed that would be closer to the lake than the existing house. Commissioner Ferrington expressed concern for the adjacent house to the south with the amount of grading and fill that will be used. She asked how that house will be protected. Mr. Warwick stated that along the south lot line there is an asphalt gutter that helps control runoff. There is a drainage problem in that there is a substantial amount of water that flows from the north across the property. There are well defined proposed swales for final site drainage. There must be a temporary drainage plan during construction and a final plan when the project is complete. The three proposed rain gardens will help redirect storm water.

Commissioner Ferrington asked the level of the subject property after the fill is brought in and how it will impact the small home to the south. Mr. Warwick explained that the amount of fill drops off toward the south, although there will be a limited grade change. The City Engineer has noted that the drainage plan must show that runoff flow to the south is controlled.

Chair Solomonson asked how height is measured. Mr. Warwick stated that on substandard riparian lots it is measured from the lowest elevation to the highest peak of the house.

Commissioner Ferrington asked how the height of the house will be reduced to come into compliance. Mr. Jonathan Gustal, Applicant, stated that it will be a combination of lowering the roof line and using I-beams between floors.

Mr. Josh Clendenen, and **Mr. Todd Heinz**, Summit Design Build, project designers, introduced themselves. **Mr. Clendenen** explained that there is little grade change proposed on the south property line. Some of the runoff from the proposed driveway will be directed north. The rain gardens can be arranged to have rock swales, so that spillover occurs within the property itself.

Commissioner Proud asked if the slope of the driveway will be toward the north to use the rain garden for runoff. **Mr. Clendenen** stated that the driveway will be surfaced with a swale in it to split runoff north and south.

Mr. Heinz noted that the second house to the south is not a permanent residence. The primary home is closer to the street. The design will mitigate the amount of water flowing south with the rain gardens.

Commissioner Proud asked if the plan will include a hydro-geological analysis. Mr. Clendenen stated that volume capacity of the rain gardens can be provided if requested.

Commissioner McCool encouraged the applicant to increase the depth of the rain garden to increase capacity for draining runoff.

DRAFT

Commissioner Ferrington asked if the soil is amenable to a working rain garden. **Mr. Clendenen** stated that soil borings have not been done but agreed that there is a mix of soils. If a rain garden cannot be sustained, other man-made measures will have to be taken.

Commissioner Proud stated that he would support the proposal. However, because of the challenges of the site topography, he believes the design plan warrants a review by a professional engineer with a specialty in hydrology.

Commissioner Ferrington suggested a stronger statement regarding storm water management within the motion for approval.

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to adopt Resolution 12-94 approving variance requests submitted by Jonathan Gusdahl and Sonja Hagander, on behalf of Hamlin and Ruth Hagander, to construct a new two-story residence at 3194 West Owasso Boulevard. The variances approved are: 1) To reduce the calculated minimum 163.2-foot structure setback from the Ordinary High Water (OHW) of Lake Owasso to 95.6 feet, and 2) to increase the calculated maximum 134.5-foot structure setback from the front property line to 177.2 feet. These approvals are subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Residential Design Review application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. Impervious surface coverage shall not exceed 30% of the total lot area as a result of this project. Foundation area shall not exceed 18%.
4. Four landmark trees will be removed as a result of the development, and eight replacement trees are required. A cash surety to guarantee the replacement trees shall be submitted prior to issuance of a building permit.
5. A tree protection plan shall be submitted prior to issuance of a demolition permit. The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
6. A final site grading, stormwater management, and erosion control plan shall be submitted prior to the issuance of a building permit for the project. This plan shall include a phased, or sequenced, erosion control and stormwater management plan that details the methods that will be used during the phases of the project, and is subject to the approval of the City Engineer.

7. A Mitigation Affidavit shall be executed prior to the issuance of a building permit for the new residence.
8. A building permit must be obtained before any construction activity begins.
9. This approval is subject to a 5-day appeal period.

This approval is based on the following findings:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan, including the Land Use and Housing Chapters.
2. **Reasonable Manner.** The proposal is consistent with the City’s housing policies regarding housing, neighborhood reinvestment, and life-cycle housing. The proposed location of the home is reasonable as it is aligned with the majority of homes along this portion of the lake, is placed in the same area of as the existing home, utilizing the level portion of the lot.
3. **Unique Circumstances.** Unique circumstances present include the topography of the lot and location of the adjoining homes. The property contains steep slopes which impact the potential location for a home. The proposed location of the home is on that part of the lot which is the least amount of grade change. The location of the house to the south, close to the street, affects the permitted setbacks for this lot. When the permitted setback range is applied, the buildable area encompasses steep slopes causing difficulties for the home construction
4. **Character of Neighborhood.** The proposed setback meets the spirit and intent of the ordinance and will not alter the character of the neighborhood, since other nearby dwellings on lakeshore are at similar setbacks from Lake Owasso.

Discussion:

Commissioner Proud stated that he does not believe added conditions are needed and that condition No. 6 covers the issue adequately.

VOTE: Ayes - 6 Nays - 0

SITE & BUILDING PLAN REVIEW

File No: 2466-12-29
 Applicant: Tom Houck
 Location: 4610 North Milton Street
 Presentation by City Planner Kathleen

This application is for a 952 square foot addition on the east side of the existing building for production space for the applicant’s business, Houck Transit Advertising. The property consists of 23,572 square feet. The existing building is 4,000 square feet. Parking is shared with the property to north at 4620 Milton Street. A temporary storage shelter was approved in 1978.

DRAFT

There was no deadline for removal, and it remains to this day. The proposed addition would be built over existing impervious surface. It would be one story with a flat roof. Currently, the lot coverage is at 75% and may be increased to 80%, if Best Management Practices are used. This project would increase impervious surface to 71%.

The property is located in the Comprehensive Plan Policy Development Area No. 6, Town Center and Targeted Redevelopment Area No. 1. The property is zoned Industrial. Adjacent properties to the north, south and west are also zoned Industrial. Property to the east is zoned R1, Detached Residential, which is the Shoreview Maintenance Center. The land use designation for that site is Institutional.

The Town Center designates this area to transition to mixed land uses consisting of residential, civic and commercial. The Comprehensive Plan recognizes existing land uses will continue and provides for allowing additions and improvements to those properties as long as the land use remains the same. The required building setback from the rear property line is 20 feet and 5 feet from the side property line. The proposal complies with the minimum required setbacks. The shared parking lot has 22 stalls; 6 are required for the applicant. Staff is recommending a condition that the stalls be striped.

Notices were sent to property owners within 350 feet. No comments were received. Staff finds that continued Industrial use for this property is consistent with the City's Comprehensive Plan policies. The proposal complies with City development standards. Therefore, staff is recommending the application be forwarded to the City Council with a recommendation for approval with the conditions listed in the staff report.

Chair Solomonson asked if the temporary trailer on the property would be moved for the addition to be built. Ms. Nordine stated that it would be retained but moved to a different location on the site. Commissioner Ferrington noted that the Rice Creek Watershed District (RCWD) letter speaks to a decrease in impervious surface. Ms. Nordine explained that there will be an increase. RCWD did not have a copy of the survey when the letter was drafted. Staff stated there is no date requiring removal of the temporary structure which is used for storage. Since that it was constructed, the property has changed ownership. Commissioner Proud suggested that the temporary building be brought into compliance with the City's Development Standards.

Mr. Tom Houck, 915 Oakridge Avenue, Applicant, stated that the temporary structure sits half on his property and half on St. Paul Metal to the south. He and the owner of St. Paul Metal share the storage space and get along well with both companies using it. It is similar to a pole barn, a separate structure with shared common walls. It has been on the property since before the owner of St. Paul Metal.

Commissioner McCool asked if, rather than moving the trailer, a permanent structure would be added. He would like to see the trailer removed. Mr. Houck stated that he would not be able to meet the setback requirements if storage space were added to the proposed addition. Commissioner McCool encouraged the applicant to remove the trailer and look at other storage options.

DRAFT

This application is for a building addition of one story of 725 square feet to the south side of Fire Station No. 4 to provide sleeping quarters and bath facilities for on-shift firefighters. The exterior will match the existing building. The property is adjacent to Island Lake Park and near the Shoreview Business Park across Victoria Street. The standards of the Business Park District were used to evaluate this request.

The Fire Department is planning to staff two fire stations 24 hours a day by 2014, which results in the need to provide sleeping quarters at this station. Four sleeping rooms are planned with bath facility. The existing men's locker room will be remodeled with a new bath. The existing building setback is 45 feet at the closest point. The proposed setback for the addition is 60 feet. Staff finds the proposed setback reasonable based on the location of the existing building, park use and the vegetative buffer that is present.

The number of parking stalls after the addition is complete will be 21, which is a reduction of 4 stalls. The Fire Chief has indicated that 21 stalls will meet the station's needs. No permit is required from the Rice Creek Watershed District, but there must be compliance with District rules. Runoff from the roof will be directed west to a landscaped rock bed. Impervious surface coverage will remain 68%.

Property owners within 350 feet were notified of the proposal. Ramsey County Parks submitted a statement indicating no concerns. Staff is recommending approval with the conditions listed in the staff report. The addition is needed to implement Department needs and improve the response times.

Mr. Tim Boehlke, Fire Chief, introduced Mod Fetters, Project Architect, and stated they would answer any questions.

Chair Solomonson asked if four sleeping rooms is adequate into the future. Fire Chief Boehlke responded that there are four fire stations. A needs study has been done and space was identified at Fire Station No. 3 for future expansion. However, at this time no additional expansion needs are anticipated.

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to recommend the City Council approve the Site and Building Permit Review application submitted by Buetow 2 Architects on behalf of Lake Johanna Fire Department for a building addition at Station #4, 3615 N. Victoria Street, subject to the following conditions:

1. The site shall be developed in accordance with the plans submitted. Minor modifications may be made to the plans, subject to approval by the City Planner. Significant changes to the plans require review and approval through the Site and Building Plan review process.
2. Approval of the final drainage, utility, and erosion control plans by the Public Works Director prior to the issuance of a building permit.
3. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Institutional land use in the Comprehensive Plan.
2. The building addition and use of the property by the Fire Department will not impede or otherwise conflict with the planned land use of the surrounding property.
3. The building addition will enable the Fire Department to implement their new duty crew service model and improve response times and public safety.

VOTE: **Ayes - 6** **Nays - 0**

MISCELLANEOUS

City Council Assignments

Chair Solomonson and Commissioner Proud will respectively attend the November 5th and November 19th City Council meetings.

Commissioners Ferrington and McCool will respectively attend the December 3rd and December 17th City Council meetings.

Planning Commission Workshop

There will be a workshop meeting on December 18, 2012, prior to the Planning Commission meeting.

Commissioner Proud suggested that a future workshop agenda item be consideration of a higher standard for surface water management.

Community for the Ages - Ecumen, October 25, 2012

On Thursday, October 25, 2012, Community for the Ages will present a workshop by Ecumen on the changing demographics of Shoreview and how to address changing needs.

ADJOURNMENT

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to adjourn the regular Planning Commission Meeting of October 23, 2012, at 9:36 p.m.

VOTE: **Ayes - 6** **Nays - 0**

Memorandum

To: Mayor and City Council Members
City Manager

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: November 16, 2012

Re: Monthly Report
- Administration Department
- Community Development Department

Election Recap

The City successfully concluded the very busy election season with very few issues and an extremely high turnout of 87% of eligible voters. This included a record number of almost 2,000 absentee ballots. The City utilized the second service window at city hall to handle absentee voting, and also brought in a temporary employee to assist with the absentee voting and election questions. Most polling places functioned well, with the City receiving great cooperation from the churches and schools. Turtle Lake Elementary always poses the greatest challenge with its high volume of voters and limited parking. The City had the Ramsey County Sheriff's assisting with traffic flow during the peak morning and afternoon periods when students are dropped off and picked up.

Deputy City Clerk Terri Hoffard did an excellent job of coordinating the election, with temporary help from Karen Leverentz, and other Finance and Administration Department staff. Public Works crews also provided support in delivering equipment and placing signs at the polling place sites.

Development Project Updates

Red Fox Road Retail. The phase one retail center is complete with the following tenants open: Chipotle and Leeann Chin restaurants, Sport Clips hair salon, and Massage Retreat Spa. Five Guys Burgers is finishing their tenant improvements and should be opening within the next two weeks.

The developer of phase two, Venture Pass Partners, LLC, is close to executing a lease agreement with a preferred specialty market to anchor the development. The phase two project is expected to be reviewed by the Planning Commission at their December 13th meeting and forwarded to the City Council on December 17th. The developer would like to begin construction of the anchor store this winter so they can deliver the building by June, 2013.



Sinclair Redevelopment/TCF Bank. Construction of the new TCF Bank branch at the former Sinclair gas station site at Lexington Avenue and Red Fox Road is moving along at a rapid pace. Building framing and roof structure is completed and curb/paving work is being done before winter. TCF hopes to have the new bank open by the end of January.

PaR Systems. The contractor for PaR Systems, Inc., located at 707 and 655 County Road E, has completed footings and now doing foundation work for the construction of the new 36,000 square foot facility (with potential expansion to 48,000 square feet) on vacant land east of their corporate offices on their Shoreview campus. The City is providing tax increment financing assistance in support of the expansion necessary to meet their continued growth needs. Structural work will soon be underway in order to complete the building shell before winter.

PaR Systems is on a very aggressive construction schedule with the goal of moving equipment and employees into the new building by March, 2013. PaR Systems is in need of additional manufacturing space to meet continued growth projections, including a contract for providing robotic cranes to assist with the on-going clean-up of the Fukushima nuclear power plant in Japan.

TSI Incorporated. TSI, Incorporated, located at 500 Cardigan Road, is also moving rapidly on their building expansion to their corporate headquarters and manufacturing facility in Shoreview. The City is providing tax increment financing to assist with this expansion project which will ultimately add up to 180 new jobs in the community.

Paving work on the additional parking is underway and footings/foundation work is being completed for the building addition of 58,000 square feet. Concrete panels for the shell will begin to be installed so they can continue work throughout the winter months. TSI has set a target date of completion by May, 2013.

Midland Plaza Redevelopment/Lakeview Terrace Apartments. The City was informed by the property owner of Midland Plaza and Midland Terrace Apartments, Tycon Management Company, that they have reached an agreement with Freddie Mac on resolving the valuation issue on the release of land necessary to move ahead with the Lakeview Terrace apartment project. Ownership indicates that the project is now a "go", and both the City and developer will now move forward with finalizing final approval of necessary agreements for the tax increment financing and final stage planned unit development.

The Economic Development Authority reviewed the revised and updated tax increment financing development agreement at their November 13th meeting and unanimously voted to recommend to the City Council approval of the financial assistance for the public improvements. A new public hearing will now be published, targeting the December 17th meeting of the City Council for the hearing and final actions.

If final approvals are granted, the City will proceed with executing agreements and bidding the complicated road realignment project with the goal of beginning the construction in the spring. The apartment construction would follow the road project once a building site is established with the realignment of Owasso Street.

Housing and Code Enforcement Activity

Rental Licensing. To date, a record 512 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. Staff will also remain active in identifying rental properties that have not been licensed.

The 2012 inspections continue, with a total of about 250 GDU and 420 MFU units scheduled for inspection during this year. All MFU inspections have been conducted for 2012. The Housing and Code Enforcement Officer has conducted approximately 215 GDU inspections so far. Overall, staff found the MFU management to be very well prepared for our inspections and demonstrated quick follow-up on required repairs. The GDU inspections are geographically scheduled by neighborhood, conducted every other week. Staff will be finishing the last of these inspections next month.

The City I.T. staff is currently developing a new in-house rental licensing software program that will help streamline the licensing process and record keeping. Property owners will soon be able to apply for rental licenses online. This new system will be in place for the 2013 license renewal period. Current license holders will be receiving their renewal notices in late November.

Code Enforcement. There have been 18 new code enforcement cases opened in the past month. The table on the following page summarizes the status of code enforcement activity:

Year	Total Cases	Cases Open	Cases Closed
2011	200	8	192
2012	159	47	112

Citation Issued – There are no current citations pending court action.

Garbage/Clutter Houses – City and Lake Johanna Fire Department Staff conducted a follow-up inspection this month with a homeowner who was previously notified of property maintenance, housing and fire code violations in 2011. This homeowner has been making progress at bringing the property into further compliance with City Ordinances and Fire Code. Pursuant to agreements with these homeowners, the City and Lake Johanna Fire Department staff has the authority to conduct follow-up inspections to ensure compliance to the City's ordinances and Fire Code.

SHINE Program. The fall *SHINE* inspections were conducted in the Shoreview Oaks and Ponds neighborhoods in the northeast section of the city (see map at right). These neighborhoods, south of Sherwood Road and adjacent to Turtle Lake Road, included 307 properties that were inspected this week. Overall, the neighborhoods are well maintained although there are some properties requiring follow-up for found violations. Staff is currently conducting follow-up inspections for properties that had violations. The following table summarizes the results of the *SHINE* inspections this fall:

VIOLATION TYPE	Totals	VIOLATION TYPE	Totals
<u>Property Maintenance</u>		<u>Housing Maintenance</u>	
Outside Storage/Refuse	9	Housing Maintenance	5
Vehicle Storage/RV Parking	19		
Tall grass/weeds	1		
<u>No Violations</u>	275		

Miscellaneous

- The City will be hosting a holiday season *Shoreview Business Exchange* social for the local business community on December 13th from 5 to 7 p.m. at the Hilton Garden Inn. Invitations will be mailed out next week to businesses, and will feature Lion Precision as the spotlight business for the event. Lion Precision recently was honored with a national community service award by the National Association of Manufacturers for their volunteer work in the Twin Cities area.
- The City Council and Economic Development Commission will be meeting at Cummins Power Generation next Tuesday. The visit will include a presentation of the company by their president and a tour of their new world headquarters facility. Cummins will employ approximately 800 people at the Shoreview location.
- City administration staff continues to work with the selected vendor Vision Internet on the comprehensive upgrades to the City and Community Center websites. The project is being coordinated by Assistant to the City Manager Tessia Melvin, with assistance from Communications Coordinator Cheryl Anderson. A working committee of representatives from each City department has been established to work with the website designers on updating content and improved navigating tools to benefit customers and residents. The project is expected to take 6-7 months to complete.
- Attached is the monthly report on building permit activity from the Building Official through October, 2012. The City has seen a significant increase in building activity as compared to a year ago, with over \$29 million in construction valuation. This increase in investment is driven by the commercial developments including the expansions at PaR Systems and TSI, Incorporated, the TCF Bank facility, and the retail center on Red Fox Road.
- Also attached is the monthly report from the Housing Resource Center (HRC) on the housing services provided to Shoreview residents through October, 2012.
- The Planning Commission met in October and took formal action on several requests including an amendment to the Heather Ridge PUD regarding recreational facilities, site and building plan review for an industrial building addition at 4610 Milton Street, site and building plan review for an addition Fire Station No. 4 and two residential property applications.

The next Planning Commission meeting is scheduled for December 13th. Items include the site and building plan review for a retail anchor store on Red Fox Road, an amendment to the TCF Bank comprehensive sign plan and two residential applications. Staff is continuing to work with the commission on several text amendments including temporary and message center signs and the prohibition of vehicle and equipment sales in commercial districts.
- Final work on the Shoreview Senior Living building on Hodgson Road continues with landscaping and parking lot installation being completed and interior finishes being done. The developer/owner would like to start opening the facility to residents in early December. The mixed-senior housing complex will include independent living, assisting living and memory care units.
- City officials including Council and EDC members had a very informative visit to local company Mead Metals, 555 Cardigan Road, on October 23rd. The business visit included a discussion of

the company by their president Sandy Crawford and a tour of the facility. Mead Metals is anticipating the need for a building expansion to accommodate projected company growth.

- A follow-up meeting from the recent community conversation “Community for All Ages” sponsored by Ecumen and co-hosted by the City will be held on Thursday, November 29th from 7:00 to 8:30 p.m. at the Community Center. Participants from the first meeting, which attracted about 70 people, have been invited back to discuss possible projects that would benefit the community, especially our senior population.

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

	OCTOBER 2012		TO DATE 2012		OCTOBER 2011		TO DATE 2011	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS			12	\$3,490,000			9	\$3,199,000
TOWNHOMES			0	\$0			0	\$0
ADDITIONS	1	\$45,000	40	\$1,483,925	3	\$55,000	19	\$1,076,500
GARAGES			1	\$19,000			5	\$63,500
MISCELLANEOUS	104	\$906,764	686	\$4,153,362	104	\$972,347	760	\$4,647,890
APARTMENTS			1	\$7,482,000			0	\$0
OFFICES			0	\$0			0	\$0
RETAIL			1	\$1,310,000			0	\$0
INDUSTRIAL/WAREHOUSE	1	\$2,400,000	1	\$2,400,000			0	\$0
PUBLIC BUILDINGS			0	\$0			0	\$0
COMMERCIAL ADDITIONS	1	\$2,438,000	1	\$2,438,000			0	\$0
COMMERCIAL ALTER	4	\$168,429	52	\$6,470,896	4	\$203,077	40	\$9,532,958
TOTAL	111	\$5,958,193	795	\$29,247,183	111	\$1,230,424	833	\$18,519,848

CC: CITY MANAGER
DIR. COMMUNITY DEV
MAYOR

HousingResource Center - NorthMetro City of Shoreview Monthly Status Report July 1, 2001 - October 31, 2012

	July- Dec '01	Jan- Dec '02	Jan- Dec '03	Jan- Dec '04	Jan- Dec '05	Jan- Dec '06	Jan- Dec '07	Jan- Dec '08	Jan- Dec '09	Jan- Dec '10	Jan- Dec '11	Jan- Dec '12	Jan '12	Feb '12	Mar '12	Apr '12	May '12	Jun '12	Jul '12	Aug '12	Sep '12	Oct '12	Nov '12	Dec '12	Yr-to- Date	Yr-to- Date	
Number of Calls	43	208	589	168	170	240	275	171	130	271	141	2	5	10	8	19	11	10	10	11	8	0	0	0	0	94	2,500
MHFA Fix Up Fund/Rehab/Rental																											
Loan Applications Rec'd	0	6	1	8	6	6	5	3	3	5	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	44
Loans Closed	0	5	1	5	3	0	3	2	1	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25
Shoreview Home Energy Loan																											
Loan Applications Rec'd																											12
Loans Closed																											10
Ramsey County Deferred Loan																											
Loan Applications Rec'd	0	0	3	3	2	0	2	3	1	5	1	0	0	0	0	0	1	0	0	0	1	0	0	0	0	2	22
Loans Closed	0	0	2	0	0	1	1	1	1	2	4	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	13
Construction Consultation Report																											
Consultation Phone or Walk-in	5	37	14	57	69	72	123	108	71	108	65	2	5	2	3	4	3	5	4	6	4	0	0	0	0	38	767
Site Visits	0	25	31	51	31	58	88	67	43	78	47	2	3	3	2	3	1	4	3	3	2	0	0	0	0	26	545
Scopes & Inspections	5	31	57	8	0	2	2	2	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	113
TOTAL SERVICES PROVIDED	53	312	698	300	281	379	499	357	253	488	267	6	14	16	14	27	15	19	18	21	14	0	0	0	164	4,051	

NOTE: These numbers reflect the number of CLIENTS serviced. In many instances a client will receive more than one service.

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director

DATE: November 13, 2012

RE: Monthly Finance Report

Preliminary Tax Levies

Ramsey County released preliminary tax levies for all taxing jurisdictions last week. The table below provides a summary of levies for jurisdictions that collect taxes in Shoreview only. The column furthest to the right shows the two year change in total levies for each jurisdiction, once the regular levy and market valued based levies are combined. Jurisdictions with the highest increase are at the top the table and jurisdictions with the largest decrease at the bottom of the table. As shown, levy changes range from an increase of 28.7% for the Rice Creek Watershed District, to a .8% decrease for Mosquito Control. Shoreview ranks third lowest with a two year levy increase of 2.8%.

Taxing Authority	Property Tax Levies			Market Value Based Levies			Percent Change in Combined Levies	
	2011	2012	2013	2011	2012	2013	One-Year	Two-Year
	Actual	Actual	Proposed	Actual	Actual	Proposed		
Rice Creek Watershed	\$ 1,740,857	\$ 2,234,340	\$ 2,239,676	NA	NA	NA	0.2%	28.7%
Shoreview HRA	60,000	70,000	75,000	NA	NA	NA	7.1%	25.0%
I.S.D. #623	9,273,591	9,831,318	8,881,766	\$ 12,241,563	\$ 11,551,000	\$ 13,552,972	4.9%	4.3%
I.S.D. #621	22,287,315	23,183,302	22,890,048	18,227,430	18,741,463	19,248,223	0.5%	4.0%
Met Council	11,829,257	12,349,628	12,266,302	NA	NA	NA	-0.7%	3.7%
Ramsey County	267,120,252	271,794,856	276,538,351	-	-	-	1.7%	3.5%
Shoreview	9,345,734	9,290,086	9,604,567	-	-	-	3.4%	2.8%
Regional Rail Authority	19,938,811	19,938,811	19,938,811	NA	NA	NA	0.0%	0.0%
Mosquito Control	2,561,219	2,616,354	2,541,612	NA	NA	NA	-2.9%	-0.8%
Total Levies	\$ 344,157,036	\$ 351,308,695	\$ 354,976,133	\$ 30,468,993	\$ 30,292,463	\$ 32,801,195	1.6%	3.5%

In order to show how levies are changing in other jurisdictions throughout the County, the table provided on the next page provides levies for all taxing jurisdictions. The levies highlighted in color represent jurisdictions that levy taxes in Shoreview, and therefore are also included in the table above.

Monthly Report

Attached is the monthly report for November.

Taxing Authority	Property Tax Levies			Market Value Based Levies			Percent Change in Combined Levies	
	2011	2012	2013	2011	2012	2013	One-Year	Two-Year
	Actual	Actual	Proposed	Actual	Actual	Proposed		
Ramsey County	\$ 267,120,252	\$ 271,794,856	\$ 276,538,351	-	-	-	1.7%	3.5%
<u>City/Town</u>								
Roseville	\$ 13,878,044	\$ 14,137,294	\$ 16,494,826	\$ 825,000	\$ 825,000	\$ 825,000	15.8%	17.8%
St. Anthony	1,351,425	1,467,845	1,577,636	-	-	-	7.5%	16.7%
Gem Lake	320,234	273,472	368,994	-	-	-	34.9%	15.2%
St. Paul	94,609,221	99,320,758	101,207,852	-	-	-	1.9%	7.0%
Maplewood	16,785,754	17,167,353	17,964,170	717,700	686,170	692,760	4.5%	6.6%
Town of White Bear	2,762,297	2,829,071	2,910,135	70,000	75,000	80,000	3.0%	5.6%
North Oaks	1,191,312	1,213,459	1,253,459	-	-	-	3.3%	5.2%
Lauderdale	580,730	598,152	610,115	-	-	-	2.0%	5.1%
Arden Hills	3,040,964	3,096,994	3,191,230	-	-	-	3.0%	4.9%
Falcon Heights	1,038,290	1,017,944	1,084,007	-	-	-	6.5%	4.4%
Shoreview	9,345,734	9,290,086	9,604,567	-	-	-	3.4%	2.8%
Little Canada	2,660,453	2,660,453	2,712,864	-	-	-	2.0%	2.0%
White Bear Lake	4,582,946	4,578,097	4,663,545	-	-	-	1.9%	1.8%
Vadnais Heights	3,557,385	3,534,366	3,614,015	-	-	-	2.3%	1.6%
Mounds View	3,985,381	3,991,381	4,000,381	196,000	190,000	181,000	0.0%	0.0%
New Brighton	7,395,708	7,287,308	7,388,308	-	-	-	1.4%	-0.1%
North St. Paul	2,908,884	2,902,453	2,958,536	476,403	475,786	415,188	-0.1%	-0.3%
Subtotal	\$ 169,994,762	\$ 175,366,486	\$ 181,604,640	\$ 2,285,103	\$ 2,251,956	\$ 2,193,948	3.5%	6.7%
<u>Schools</u>								
I.S.D. #623	\$ 9,273,591	\$ 9,831,318	\$ 8,881,766	\$ 12,241,563	\$ 11,551,000	\$ 13,552,972	4.9%	4.3%
I.S.D. #621	22,287,315	23,183,302	22,890,048	18,227,430	18,741,463	19,248,223	0.5%	4.0%
I.S.D. #624	13,179,438	13,448,742	13,916,570	13,836,177	13,715,168	13,675,487	1.6%	2.1%
I.S.D. #282	1,384,533	1,344,417	1,369,877	1,061,485	962,171	1,048,115	4.8%	-1.1%
I.S.D. #622	12,995,869	12,127,897	12,787,560	6,636,682	6,327,910	6,547,577	4.8%	-1.5%
I.S.D. #625	84,635,854	89,686,469	95,549,741	37,108,684	36,386,107	8,362,978	-17.6%	-14.6%
Subtotal	\$ 143,756,600	\$ 149,622,145	\$ 155,395,562	\$ 89,112,021	\$ 87,683,819	\$ 62,435,352	-8.2%	-6.5%
<u>Special Taxing Districts</u>								
Roseville HRA	\$ 353,000	\$ 353,000	\$ 698,471	NA	NA	NA	97.9%	97.9%
St. Anthony HRA	31,136	31,817	44,594	NA	NA	NA	40.2%	43.2%
Middle Miss. Watershed	20,101	21,718	27,614	NA	NA	NA	27.1%	37.4%
Metro Watershed	2,784,707	2,906,808	3,700,600	NA	NA	NA	27.3%	32.9%
Rice Creek Watershed	1,740,857	2,234,340	2,239,676	NA	NA	NA	0.2%	28.7%
Shoreview HRA	60,000	70,000	75,000	NA	NA	NA	7.1%	25.0%
St. Paul Port Authority	2,345,000	2,344,000	2,841,000	NA	NA	NA	21.2%	21.2%
Capitol Region Watershed	2,338,080	2,493,474	2,656,412	NA	NA	NA	6.5%	13.6%
Met Council	11,829,257	12,349,628	12,266,302	NA	NA	NA	-0.7%	3.7%
Valley Branch Watershed	18,697	17,597	19,214	NA	NA	NA	9.2%	2.8%
Lake Diane Sewer	2,250	2,250	2,250	NA	NA	NA	0.0%	0.0%
Regional Rail Authority	19,938,811	19,938,811	19,938,811	NA	NA	NA	0.0%	0.0%
St. Paul HRA	3,178,148	3,178,148	3,178,148	NA	NA	NA	0.0%	0.0%
Mosquito Control	2,561,219	2,616,354	2,541,612	NA	NA	NA	-2.9%	-0.8%
North Suburban Hospital	173,462	166,353	170,443	NA	NA	NA	2.5%	-1.7%
North St Paul HRA	234,453	230,615	223,435	NA	NA	NA	-3.1%	-4.7%
Bicentennial Pond	-	-	2,100	NA	NA	NA		
Subtotal	\$ 47,609,178	\$ 48,954,913	\$ 50,625,682				3.4%	6.3%
Total Levies	\$ 628,480,792	\$ 645,738,400	\$ 664,164,235	\$ 91,397,124	\$ 89,935,775	\$ 64,629,300	-0.9%	1.2%

General Fund
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	6,467,060	3,241,865	3,225,195	50.13	52.28
Licenses & Permits	292,750	455,948	-163,198	155.75	119.17
Intergovernmental	183,002	175,226	7,776	95.75	95.20
Charges for Services	1,164,450	1,141,732	22,718	98.05	91.09
Fines & Forfeits	62,000	28,001	33,999	45.16	49.02
Interest Earnings	45,000		45,000		
Miscellaneous	35,160	46,106	-10,946	131.13	133.10
TOTAL REVENUES	8,249,422	5,088,879	3,160,543	61.69	60.89
EXPENDITURES					
General Government					
Administration	537,154	428,291	108,863	79.73	80.08
Communications	171,288	115,224	56,064	67.27	75.23
Council & commiss	140,231	130,716	9,515	93.21	80.17
Elections	34,453	12,127	22,326	35.20	96.22
Finance/accounting	541,508	428,311	113,197	79.10	79.42
Human Resources	248,382	174,195	74,187	70.13	72.53
Information systems	312,594	247,716	64,878	79.25	76.80
Legal	100,000	67,563	32,437	67.56	52.74
Total General Government	2,085,610	1,604,145	481,465	76.91	76.66
Public Safety					
Emergency services	7,333	4,717	2,616	64.32	145.39
Fire	854,900	861,352	-6,452	100.75	99.94
Police	1,858,994	1,346,177	512,817	72.41	80.07
Total Public Safety	2,721,227	2,212,246	508,981	81.30	86.35
Public Works					
Forestry/nursery	75,596	65,615	9,981	86.80	36.68
Pub Works Adm/Engin	433,056	342,322	90,734	79.05	81.31
Streets	769,973	620,748	149,225	80.62	87.38
Trail mgmt	121,384	100,906	20,478	83.13	65.63
Total Public Works	1,400,009	1,129,592	270,417	80.68	80.68
Parks and Recreation					
Municipal buildings	126,119	119,807	6,312	94.99	94.08
Park Maintenance	1,117,133	959,062	158,071	85.85	86.06
Park/Recreation Adm	345,201	271,567	73,634	78.67	81.64
Total Parks and Recreation	1,588,453	1,350,436	238,017	85.02	85.44
Community Develop					
Building Inspection	151,486	141,020	10,466	93.09	82.48
Planning/zoning adm	382,837	271,526	111,311	70.92	74.64
Total Community Develop	534,323	412,546	121,777	77.21	76.85

General Fund
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	8,329,622	6,708,965	1,620,657	80.54	82.26
OTHER					
Transfers In	481,000	462,500	18,500	96.15	94.64
Transfers Out	-400,800	-362,500	-38,300	90.44	90.89
TOTAL OTHER	80,200	100,000	-19,800	124.69	131.10
Net change in fund equity		-1,520,086	1,596,686		
Fund equity, beginning		3,976,412			
Fund equity, ending		2,456,326			
Less invested in capital assets					
Net available fund equity		2,456,326			

Recycling
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	69,000	59,666	9,334	86.47	106.01
Charges for Services	451,300	238,813	212,487	52.92	57.25
TOTAL REVENUES	520,300	298,479	221,821	57.37	63.56
EXPENDITURES					
Public Works					
Recycling	489,474	365,910	123,564	74.76	78.72
Total Public Works	489,474	365,910	123,564	74.76	78.72
TOTAL EXPENDITURES	489,474	365,910	123,564	74.76	78.72
Net change in fund equity	30,826	-67,431	98,257		
Fund equity, beginning		114,960			
Fund equity, ending		47,529			
Less invested in capital assets					
Net available fund equity		47,529			

STD Self Insurance
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	7,500	6,332	1,168	84.43	82.72
Interest Earnings	600		600		
TOTAL REVENUES	8,100	6,332	1,768	78.17	72.99
EXPENDITURES					
Miscellaneous					
Short-term Disab	8,000	8,415	-415	105.19	151.26
Total Miscellaneous	8,000	8,415	-415	105.19	151.26
TOTAL EXPENDITURES	8,000	8,415	-415	105.19	151.26
Net change in fund equity	100	-2,083	2,183		
Fund equity, beginning		41,503			
Fund equity, ending		39,420			
Less invested in capital assets					
Net available fund equity		39,420			

Community Center
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	2,269,985	1,813,823	456,162	79.90	82.27
Interest Earnings	8,000		8,000		
Miscellaneous		35	-35		
TOTAL REVENUES	2,277,985	1,813,858	464,127	79.63	81.82
EXPENDITURES					
Parks and Recreation					
Community center	2,445,989	1,951,510	494,479	79.78	79.67
Total Parks and Recreation	2,445,989	1,951,510	494,479	79.78	79.67
Capital Outlay					
Community center	12,930		12,930		
Total Capital Outlay	12,930		12,930		
TOTAL EXPENDITURES	2,458,919	1,951,510	507,409	79.36	79.67
OTHER					
Transfers In	300,000	250,000	50,000	83.33	83.33
TOTAL OTHER	300,000	250,000	50,000	83.33	83.33
Net change in fund equity	119,066	112,348	6,718		
Fund equity, beginning		828,287			
Fund equity, ending		940,635			
Less invested in capital assets					
Net available fund equity		940,635			

Recreation Programs
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,277,740	1,178,767	98,973	92.25	93.43
Interest Earnings	4,600		4,600		
Miscellaneous		723	-723		
TOTAL REVENUES	1,282,340	1,179,489	102,851	91.98	93.06
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	109,238	90,574	18,664	82.91	90.07
Aquatics	129,694	115,081	14,613	88.73	79.70
Community programs	99,102	85,166	13,936	85.94	65.10
Drop-in Child Care	67,409	49,103	18,306	72.84	98.66
Fitness Programs	198,987	160,132	38,855	80.47	80.82
Park/Recreation Adm	331,258	253,194	78,064	76.43	67.18
Preschool Programs	73,656	62,557	11,099	84.93	78.10
Summer Discovery	167,245	175,433	-8,188	104.90	97.82
Youth/Teen	70,213	52,257	17,956	74.43	76.65
Total Parks and Recreation	1,246,802	1,043,498	203,304	83.69	79.33
TOTAL EXPENDITURES	1,246,802	1,043,498	203,304	83.69	79.33
OTHER					
Transfers In	65,000	65,000		100.00	100.00
Transfers Out	-75,000	-62,500	-12,500	83.33	83.33
TOTAL OTHER	-10,000	2,500	-12,500	-25.00	-133.33
Net change in fund equity	25,538	138,491	-87,953		
Fund equity, beginning		545,206			
Fund equity, ending		683,697			
Less invested in capital assets					
Net available fund equity		683,697			

Cable Television
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	280,000	224,933	55,067	80.33	52.74
Interest Earnings	1,800		1,800		
Miscellaneous	1,200	1,100	100	91.67	55.00
TOTAL REVENUES	283,000	226,033	56,967	79.87	52.18
EXPENDITURES					
General Government					
Cable television	165,095	131,393	33,702	79.59	88.48
Total General Government	165,095	131,393	33,702	79.59	88.48
TOTAL EXPENDITURES	165,095	131,393	33,702	79.59	88.48
OTHER					
Transfers Out	-121,950	-92,500	-29,450	75.85	70.70
TOTAL OTHER	-121,950	-92,500	-29,450	75.85	70.70
Net change in fund equity	-4,045	2,140	52,715		
Fund equity, beginning		215,665			
Fund equity, ending		217,805			
Less invested in capital assets					
Net available fund equity		217,805			

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

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	55,000	27,686	27,314	50.34	52.67
TOTAL REVENUES	55,000	27,686	27,314	50.34	52.67
EXPENDITURES					
Community Develop					
Econ Development-HRA	49,783	37,118	12,666	74.56	75.18
Total Community Develop	49,783	37,118	12,666	74.56	75.18
TOTAL EXPENDITURES	49,783	37,118	12,666	74.56	75.18
Net change in fund equity	5,217	-9,431	14,648		
Fund equity, beginning		185,524			
Fund equity, ending		176,093			
Less invested in capital assets					
Net available fund equity		176,093			

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

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	70,000	35,071	34,929	50.10	50.92
TOTAL REVENUES	70,000	35,071	34,929	50.10	50.92
EXPENDITURES					
Community Develop					
Housing Programs-HRA	53,726	37,915	15,811	70.57	78.88
Total Community Develop	53,726	37,915	15,811	70.57	78.88
TOTAL EXPENDITURES	53,726	37,915	15,811	70.57	78.88
Net change in fund equity	16,274	-2,843	19,117		
Fund equity, beginning		35,700			
Fund equity, ending		32,857			
Less invested in capital assets					
Net available fund equity		32,857			

Liability Claims
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Interest Earnings	2,200		2,200		
Miscellaneous	20,000	7,995	12,005	39.98	22.93
TOTAL REVENUES	22,200	7,995	14,205	36.01	20.12
EXPENDITURES					
Miscellaneous					
Insurance Claims	32,000	27,710	4,290	86.59	89.97
Total Miscellaneous	32,000	27,710	4,290	86.59	89.97
TOTAL EXPENDITURES	32,000	27,710	4,290	86.59	89.97
Net change in fund equity	-9,800	-19,715	9,915		
Fund equity, beginning		192,054			
Fund equity, ending		172,339			
Less invested in capital assets					
Net available fund equity		172,339			

Slice SV Event
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	22,000	23,720	-1,720	107.82	124.09
Miscellaneous	25,000	38,896	-13,896	155.59	157.64
TOTAL REVENUES	47,000	62,616	-15,616	133.23	142.39
EXPENDITURES					
General Government					
Slice of Shoreview	57,200	62,240	-5,040	108.81	109.00
Total General Government	57,200	62,240	-5,040	108.81	109.00
TOTAL EXPENDITURES	57,200	62,240	-5,040	108.81	109.00
OTHER					
Transfers In	10,000	10,000		100.00	100.00
TOTAL OTHER	10,000	10,000		100.00	100.00
Net change in fund equity	-200	10,376	-10,576		
Fund equity, beginning		52,558			
Fund equity, ending		62,934			
Less invested in capital assets					
Net available fund equity		62,934			

Water Fund
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		948	-948		
Intergovernmental	13,200	16,774	-3,574	127.08	
Utility Charges	2,464,000	2,292,335	171,665	93.03	73.97
Late fees		32,618	-32,618		
Water meters	2,800	10,743	-7,943	383.69	147.63
Other prop charges	2,000	10,838	-8,838	541.92	126.76
Interest Earnings	55,000	37	54,963	.07	
TOTAL REVENUES	2,537,000	2,364,294	172,706	93.19	73.93
EXPENDITURES					
Proprietary					
Water Operations	1,455,461	1,215,188	240,273	83.49	81.78
Total Proprietary	1,455,461	1,215,188	240,273	83.49	81.78
TOTAL EXPENDITURES	1,455,461	1,215,188	240,273	83.49	81.78
OTHER					
Contributed Assets		2,005	-2,005		
Depreciation	-630,000	-525,000	-105,000	83.33	83.33
Transfers Out	-240,000	-175,000	-65,000	72.92	98.34
GO Revenue Bonds	-184,287	-189,555	5,268	102.86	101.70
TOTAL OTHER	-1,054,287	-887,550	-166,737	84.18	90.11
Net change in fund equity	27,252	261,556	95,160		
Fund equity, beginning		12,445,554			
Fund equity, ending		12,707,110			
Less invested in capital assets		9,427,325			
Net available fund equity		3,279,785			

Sewer Fund
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		328	-328		
Intergovernmental	10,515	10,577	-62	100.59	
Charges for Services	200	639	-439	319.40	66.90
Utility Charges	3,500,000	2,872,096	627,904	82.06	80.62
Late fees		59,596	-59,596		
Facility/area chgs	4,000	3,963	37	99.07	115.75
Other prop charges	2,500	7,350	-4,850	294.00	481.88
Interest Earnings	25,000	30	24,970	.12	
TOTAL REVENUES	3,542,215	2,954,578	587,637	83.41	81.96
EXPENDITURES					
Proprietary					
Sewer Operations	2,942,296	2,619,007	323,289	89.01	89.01
Total Proprietary	2,942,296	2,619,007	323,289	89.01	89.01
TOTAL EXPENDITURES	2,942,296	2,619,007	323,289	89.01	89.01
OTHER					
Contributed Assets		1,068	-1,068		
Depreciation	-300,000	-250,000	-50,000	83.33	83.33
Transfers Out	-188,000	-123,000	-65,000	65.43	98.01
GO Revenue Bonds	-72,843	-73,832	989	101.36	101.37
TOTAL OTHER	-560,843	-445,764	-115,079	79.48	90.42
Net change in fund equity	39,076	-110,193	377,290		
Fund equity, beginning		7,284,108			
Fund equity, ending		7,173,915			
Less invested in capital assets		4,725,848			
Net available fund equity		2,448,067			

Surface Water Mgmt
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		65	-65		
Intergovernmental	3,815	3,837	-22	100.57	
Utility Charges	1,056,000	864,118	191,882	81.83	81.69
Late fees		14,153	-14,153		
Lake Impr Dist chgs	48,462	24,211	24,251	49.96	96.60
Other prop charges	5,000	9,104	-4,104	182.08	102.80
Interest Earnings	24,000	11	23,989	.05	
TOTAL REVENUES	1,137,277	915,499	221,778	80.50	82.09
EXPENDITURES					
Proprietary					
Snail Lake Aug.	33,367	13,103	20,264	39.27	17.25
Surface Water Oper	726,866	586,058	140,808	80.63	93.32
Total Proprietary	760,233	599,161	161,072	78.81	89.71
TOTAL EXPENDITURES	760,233	599,161	161,072	78.81	89.71
OTHER					
Contributed Assets		20,231	-20,231		
Depreciation	-218,000	-181,660	-36,340	83.33	83.33
Transfers Out	-107,000	-60,000	-47,000	56.07	100.00
GO Revenue Bonds	-85,602	-86,382	780	100.91	97.84
TOTAL OTHER	-410,602	-307,811	-102,791	74.97	90.76
Net change in fund equity	-33,558	8,527	123,036		
Fund equity, beginning		7,384,772			
Fund equity, ending		7,393,299			
Less invested in capital assets		6,135,855			
Net available fund equity		1,257,444			

Street Light Utility
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		30	-30		
Utility Charges	456,000	372,791	83,209	81.75	82.11
Late fees		6,374	-6,374		
Interest Earnings	2,500		2,500		
Miscellaneous	500		500		
TOTAL REVENUES	459,000	379,195	79,805	82.61	82.86
EXPENDITURES					
Proprietary					
Street lighting	251,740	185,431	66,309	73.66	95.70
Total Proprietary	251,740	185,431	66,309	73.66	95.70
Capital Outlay					
Street lighting		67,232	-67,232		
Total Capital Outlay		67,232	-67,232		
Capital Outlay					
Capital Projects		5,346	-5,346		
Total Capital Outlay		5,346	-5,346		
TOTAL EXPENDITURES	251,740	258,009	-6,269	102.49	121.76
OTHER					
Depreciation	-40,000	-33,330	-6,670	83.33	83.33
Transfers Out	-15,600	-12,000	-3,600	76.92	100.00
TOTAL OTHER	-55,600	-45,330	-10,270	81.53	86.92
Net change in fund equity	151,660	75,856	96,344		
Fund equity, beginning		749,937			
Fund equity, ending		825,793			
Less invested in capital assets		432,561			
Net available fund equity		393,232			

Central Garage Fund
For Year 2012 Through The Month Of October

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	216,000	108,732	107,268	50.34	52.67
Intergovernmental	120,715	90,031	30,684	74.58	
Cent Garage chgs	1,137,680	1,138,348	-668	100.06	98.66
Interest Earnings	22,000	225	21,775	1.02	
TOTAL REVENUES	1,496,395	1,337,336	159,059	89.37	103.55
EXPENDITURES					
Proprietary					
Central Garage Oper	576,564	434,134	142,430	75.30	75.04
Total Proprietary	576,564	434,134	142,430	75.30	75.04
Miscellaneous					
Other Expenses	8,000		8,000		
Total Miscellaneous	8,000		8,000		
Capital Outlay					
Central Garage Oper		303,553	-303,553		
Total Capital Outlay		303,553	-303,553		
TOTAL EXPENDITURES	584,564	737,687	-153,123	126.19	121.28
OTHER					
Sale of Asset	20,000	7,071	12,930	35.35	169.70
Transfers In	180,600		180,600		100.00
Depreciation	-673,000	-560,830	-112,170	83.33	83.33
GO CIP Bonds	-247,157	-247,658	501	100.20	139.06
TOTAL OTHER	-719,557	-801,417	81,860	111.38	95.38
Net change in fund equity	192,274	-201,768	617,381		
Fund equity, beginning		3,713,231			
Fund equity, ending		3,511,463			
Less invested in capital assets		3,228,575			
Net available fund equity		282,888			

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 10-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
CERTIFICATE DEPOSIT							
<hr/>							
1,185	Morgan Stanley Smith Barney LLC	CD	273	10-03-12	07-03-13	249,000.00	.400000
1,186	Morgan Stanley Smith Barney LLC	CD	273	10-03-12	07-03-13	249,000.00	.350000
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
1,182	Dain Rauscher Investment Services	CD	365	09-19-12	09-19-13	248,000.00	.600000
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
1,187	Morgan Stanley Smith Barney LLC	CD	732	10-12-12	10-14-14	248,000.00	.900000
1,141	Morgan Stanley Smith Barney LLC	CD	1,097	02-08-12	02-09-15	150,000.00	1.000000
1,163	Dain Rauscher Investment Services	CD	1,095	07-09-12	07-09-15	248,000.00	1.000000
1,164	Dain Rauscher Investment Services	CD	1,097	07-11-12	07-13-15	248,000.00	1.150000
1,140	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.150000
1,142	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.300000
1,155	Morgan Stanley Smith Barney LLC	CD	1,461	05-16-12	05-16-16	98,000.00	1.250000
1,165	Dain Rauscher Investment Services	CD	1,462	07-17-12	07-18-16	248,000.00	1.250000
1,154	Morgan Stanley Smith Barney LLC	CD	1,645	05-16-12	11-16-16	248,000.00	1.300000
1,161	Dain Rauscher Investment Services	CD	1,826	07-06-12	07-06-17	247,000.00	1.800000
1,162	Dain Rauscher Investment Services	CD	1,826	07-06-12	07-06-17	247,000.00	1.800000
1,169	Morgan Stanley Smith Barney LLC	CD	1,826	07-25-12	07-25-17	248,000.00	1.550000
1,172	Morgan Stanley Smith Barney LLC	CD	1,826	07-26-12	07-26-17	247,000.00	1.700000
1,183	Dain Rauscher Investment Services	CD	2,191	09-27-12	09-27-18	249,000.00	1.308400
1,168	Dain Rauscher Investment Services	CD	3,652	07-25-12	07-25-2022	249,000.00	2.425000
1,181	Dain Rauscher Investment Services	CD	3,652	09-12-12	09-12-2022	249,000.00	2.325400
1,167	Dain Rauscher Investment Services	CD	5,478	07-19-12	07-19-2027	238,000.00	3.416200
1,174	Dain Rauscher Investment Services	CD	5,477	07-31-12	07-30-2027	246,000.00	3.183400
Total Number Of Investments: 27						6,195,000.00	

FEDERAL HOME LN BK

1,159	Dain Rauscher Investment Services	FH	3,647	07-03-12	06-28-2022	600,000.00	2.789800
1,160	Dain Rauscher Investment Services	FH	3,647	07-03-12	06-28-2022	405,000.00	2.789800
1,166	Dain Rauscher Investment Services	FH	32,66	07-18-12	07-18-2022	600,000.00	2.998400
1,171	Morgan Stanley Smith Barney LLC	FH	3,652	07-26-12	07-26-2022	600,000.00	2.761000
1,184	Morgan Stanley Smith Barney LLC	FH	3,652	09-28-12	09-28-2022	500,000.00	2.273700
Total Number Of Investments: 5						2,705,000.00	

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 10-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
FEDERAL NATL MTG							
<hr/>							
1,144	Dain Rauscher Investment Services	FN	1,782	02-24-12	01-10-17	501,423.23	2.688300
1,176	Dain Rauscher Investment Services	FN	2,078	08-08-12	04-17-18	804,278.48	2.283500
1,152	Dain Rauscher Investment Services	FN	5,478	04-12-12	04-12-2027	1,000,000.00	4.231000
1,158	Dain Rauscher Investment Services	FN	5,478	06-28-12	06-28-2027	600,000.00	3.664700
1,170	Dain Rauscher Investment Services	FN	5,475	07-26-12	07-23-2027	1,007,513.67	3.399500
1,173	Dain Rauscher Investment Services	FN	5,478	07-30-12	07-30-2027	600,000.00	3.498100
1,178	Dain Rauscher Investment Services	FN	5,478	08-13-12	08-13-2027	600,000.00	3.208200
1,151	Dain Rauscher Investment Services	FN	7,305	03-29-12	03-29-2032	500,000.00	4.746800
1,157	Dain Rauscher Investment Services	FN	7,305	06-21-12	06-21-2032	500,000.00	4.247100
Total Number Of Investments: 9						6,113,215.38	
<hr/>							
FED HM MORTG POOL							
<hr/>							
1,175	Dain Rauscher Investment Services	HP	2,549	08-07-12	07-31-19	513,457.55	3.007100
1,179	Wells Fargo Brokerage Services	HP	2,556	08-22-12	08-22-19	500,000.00	1.399400
1,180	Wells Fargo Bank MN, NA	HP	2,556	08-22-12	08-22-19	460,000.00	1.399400
1,149	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
1,153	Morgan Stanley Smith Barney LLC	HP	32,59	05-10-12	02-28-2022	500,000.00	3.006800
Total Number Of Investments: 6						3,023,457.55	
<hr/>							
TAXABLE MUNCPL BONDS							
<hr/>							
1,177	Wells Fargo Brokerage Services	TM	2,579	08-09-12	09-01-19	503,340.00	1.535600
Total Number Of Investments: 1						503,340.00	

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 10-31-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield	
		Sub-Total Of Investments:					18,540,012.93	
		4M Municipal Money Mkt Fund					2,231,581.44	
		2011 COP Debt Service Reserve					11,241.86	
		GMHC Savings Acct USBank					37,549.03	
		4M Fund - Hockey Escrow					117.12	
		Western Asset Govt MM Fund					692,624.64	
		GRAND TOTAL OF CASH & INVESTMENTS:					21,513,127.02	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: NOVEMBER 15, 2012
SUBJ: PUBLIC WORKS MONTHLY REPORT

ADMINISTRATIVE ACTIVITIES

The current schedule for the developers of the proposed Lakeview Terrace project is for final City approvals next month. The City staff and engineering and right of way consultants continue to wait until the execution of the necessary project financing documents to start up work again on this project. The City has suspended activities of consultants who were working to finalize plans, specifications and bidding documents for the roadway and railway crossing improvements.

Department personnel have worked closely with Ramsey County officials in pursuit of TCF's driveway permit to Lexington Avenue. Much of the construction has already occurred on the old Sinclair site, and final details for the driveway access have been determined.

The City continues to be active with the Suburban Rate Authority (SRA). The SRA is a consortium of Metro area cities that leverage a single legal representation to advocate on behalf of municipal interests in the areas of private energy company tariffs, billings, and cases before the Public Utilities Commission. Recent topics have included Xcel billings to cities for claimed equipment damage and Xcel's positions concerning requests for underground installation of their facilities during public improvement projects.

Environmental Services –

The City partnered with the Department of Agriculture to conduct branch sampling to inspect possible Emerald Ash Borer (EAB) infestations in the Shamrock Park neighborhood. The City provided the equipment and labor to sample branches of 20 boulevard ash trees by removing 10 foot sections from the tree canopy utilizing the bucket truck. This time of year is perfect for trimming ash trees and moving the firewood as there is no risk of EAB flying, however the left over brush will be disposed of according to the quarantine guidelines.

The Dept of Agriculture took 5-6 foot sections about 3-4 inches in diameter, and will peel back the bark to look for EAB larvae. Each of these sections were numbered and plotted on a map. This type of branch sampling will help determine EAB density and reach in the Shamrock Park neighborhood. Results are expected next week.



The 10 foot branch section removed by City staff



Sections of ash trees the Department of Agriculture will peel back to look for EAB larvae.

A doorhanger was created to leave at properties that intentionally gathered or pushed leaves in the street and City's storm water system. Field staff can tag a property and report the address. Staff has found this an effective tool which prevents excess nutrients from decaying in our water bodies.

The Environmental Quality Committee is in the planning phases for the 2013 Speaker Series.

Staff attended a statewide recycling conference and the Ramsey County SCORE grant was prepared to help defray the costs of the City's recycling contract and clean-up day.

MAINTENANCE ACTIVITIES

Public Works Maintenance-

Winter will be here before you know it. Street crews had two trucks come in and put salt down after a minor snow event on Nov. 12.

Crews worked together with the preparation and set-up and take-down of all election equipment and signs. All members of the public works maintenance crew attended First Aid and CPR training. All the utility crew and a few street crew members attended a one day Utility Training sponsored by the Suburban Utility Supervisors Association. Also Pat Dunn, Brad Martinez and Jerry Hoppe attended a class on salt application and calibration.

Street Maintenance –

Street crews have been patching around manholes, catch basins and gate valves in preparation for snow plowing. They also finished up with miscellaneous patching of sewer repairs and watermain break

repairs. Crews set up the pond aeration for Commons pond for the winter months. They also put rip rap along a washout at Rice Creek Pond to restabalize the banks.

Crews are working with the DOC crews and trimming trees along trails. They also repaired sidewalk panels that have heaved up over the years. Street crews are working on completing the sixth round of sweeping. Crews continue with routine sign repairs and maintenance.

Utilities Maintenance –

Utility Crews continue with daily inspections of the wells and lift stations and the booster station and towers. Routine repairs and regular maintenance is performed as needed or scheduled. Water samples are collected and analyzed each day. Location requests continue to come in each day and crews respond by marking City utilities within proposed excavation activities.

Utility crews completed the Fall flushing of the water system. During the Fall and the Spring flushing a list of hydrants in need of repairs is compiled. Crews are repairing hydrants as needed and have pumped down and winterized hydrants as needed. They also completed the biannual spray down and cleaning of all the sanitary sewer lift stations.

DOC Crews –

Crews continue with daily cleaning at the Maintenance Facility. They completed a thorough cleaning including all the exterior windows around the maintenance center. They also repaired a section of fencing around the booster station and well 2. They have been working with the Parks Department and cleaning up and planting in City maintained islands and medians. They have worked along ponds and are trimming trees along trails.

PROJECT UPDATES

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

Essentially all work has been completed in the Demar Avenue and County Road F neighborhood. The restoration work has been completed on all yards and sod has been placed. The asphalt wear course, mailboxes, and street lights have been installed and the street lights have been energized.

The wear course was paved on Floral Drive, mailboxes installed and the top soil has been placed. The contractor is working on the punch list items and the boulevards will be mulched in the next week. The sod work is scheduled for spring of 2013.

Red Fox Road Reconstruction, Project 12-04

A draft feasibility report is complete and will be sent to the business owners located along Red Fox Road for review and comments. It is expected the feasibility report will be presented to the Council at the second meeting in December.

2012 Street Light Replacement, Project 12-06

The contractor, Q3 Contracting, has completed Demar and County Road F, Lake Cove Court and the Lake Beach/Oxford/Lake Oaks area. All lights are in and working. The last area at Dudley/Crestview/Suzanne has the lights installed and they have been inspected. XCEL has to meter and energize those lights. They are somewhat behind in the fact they sent some crews out east and deer hunting affects manpower. The final restoration should take place this week. Some additional seeding may be required next spring due to late fall restoration.

County Road D and Cottage Place Reconstruction, Project 13-01

Preparation of the feasibility report is continuing. A final informational meeting will be held in the next few weeks to allow residents to view preliminary plans of the proposed improvements and ask questions about the project. It is expected the feasibility report will be presented to the Council in late December or early January.

TO: MAYOR AND COUNCILMEMBERS
FROM: TERRY SCHWERM, CITY MANAGER
DATE: NOVEMBER 14, 2012
RE: MONTHLY REPORT

DEPARTMENT ACTIVITY

We will be adding pickleball lines to the gym floor and offer pickleball from 8:00 a.m. to 11:00 a.m. on Wednesdays and Fridays in the gym beginning in early December. We hope that this will attract some daily users during a time frame that does not have much gym activity and increase senior memberships when they are able to see everything that the Community Center has to offer.

The Bucher Park renovation project will be bid during the winter months. This will allow contractors who are interested in this project to aggressively bid the project to be part of their 2013 construction schedule. We have sent out the Request for Proposals for new playground equipment at Bucher Park and will be receiving these proposals during the next week. We anticipate that staff and the Parks and Recreation Commission will review the proposals and make a recommendation to the Council in January or February.

MAINTENANCE

The maintenance crew has been putting up the holiday lights at the Community Center so they are ready for the November 19th lighting ceremony.

All irrigation systems have been blown out for winter. The water meters and RPZ's have been brought in from all sites that do not have heat. The plumbing for the building at Rice Creek Fields has been blown out and winterized, even though that building has heat. The concession stand at Sitzer Park and all drinking fountains have been winterized.

The fall sports leagues are done for the season and the crew has been repairing the ballfields at several parks. The infield at Bucher west has been re-sodded. The edges of all four fields at Rice Creek Fields have been repaired as well as cleaning up the edges of the warm up areas and batting cages. At Wilson Park vandals pulled out the flagpole purchased by the youth baseball association and bent it so it cannot be used any more. The baseball association had us remove the sleeve from the ground so there will no longer be a flag at Wilson Park.

The last month the crew was very busy picking up leaves at the parks and other sites in the City. Leaves were picked up at: Bucher, Commons, Rice Creek Fields, Shamrock, Sitzer, Larson House, Fire Station #3 and the Jansa Drive bike path. The annual flowers have been removed from the pots around the Community Center. The scrub trees and brush by the building at McCullough Park have been removed but the crew still needs to go back and remove the stumps. The trees and brush were removed so the Sheriff's Department can see the building from the

parking lot and monitor the area for suspicious activity. One last Eagle Project was completed at the Community Center. With the work recently completed by the crew and this Eagle Scout Project, all the landscaping has been updated around the building.

Some work has begun at the rinks to get them ready for skating season. The boardwalk is up at Wilson Park and we will continue working on rinks after the holiday lights are installed. A contractor poured slabs for the bleachers and benches at Commons and the bleachers have been put in place. The new benches have arrived and need to be put together.

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.

COMMUNITY CENTER/CITY HALL MAINTENANCE ACTIVITIES

The custodial crew has been keeping the building on its cleaning schedule. All of the treadmills in the fitness center were moved to allow cleaning of the carpeted area and the ductwork has been cleaned and dusted. The custodial crew is in the process of cleaning and dusting the indoor playground. Work orders for repairs continue at a record pace. The month is not even half over and we are passing where we were at the end of November of 2011. We'll pass it in the next day or two.

RECREATION PROGRAMS

Fall programs are coming to an end and participation numbers are looking good. The fall session of tumbling will end on November 17th. The popularity of our Parent/Toddler tumbling class led us to offer a second section of this class on Saturday mornings. The additional class offering increased participation by 20% from last year. Ice skating lessons are underway with the fall session beginning on October 27th. Participation in the fall program is up by 11.5% this year with the majority of our participants in the beginning levels.

School's Out Camp will be taking place during Thanksgiving break, since Mounds View Schools are off the entire week. This program is a mini-version of the Summer Discovery program and provides an opportunity for child care for working parents. The participants enjoy a variety of fun and exciting activities including crafts, games, swimming and playing in the Tropical Adventure Indoor Playground. Currently we have more than 50 participants enrolled during the three day camp.

A three-week swim lesson session begins December 4th. This session includes 6 lessons held Tuesday and Thursday at a discounted rate. Over thirty participants have taken advantage of this session.

Halloween Hoopla was held on October 26th at the Shoreview Community Center. A new offering this year included admission to Tropical Adventure Indoor Playground which all the little ghosts and goblins thought was a real treat! The children enjoyed a variety of carnival games, bingo, a healthy snack and creating a fun craft making a witch's hand of popcorn and candy corn. Over 100 people registered for the event and there were also an additional 20 walk-

ins. Having the entire north side of the gymnasium, Gym Activity Room and Tropical Adventure Indoor Playground gave room to accommodate the crowd. This event is held in collaboration with the City of Arden Hills.

The Active Life Fair was held on Tuesday, November 13th with approximately 300 in attendance. Guests were able to enter the fair at 10:00 a.m. to participate in a number of health screenings and visit a variety of vendors who had great information for seniors. Each vendor had a door prize that fair goers were able to put their name in for drawings. The Active Life Fair had vendors including: health and wellness information, screenings for the spine and vision, blood pressure checks, housing, genealogy, physical therapy, dental, computer help and much more!

The Shoreliners, our senior group, enjoyed a spooky tour to the Wabasha Caves that was called the Ghosts and Graves Tour. Guests loaded a bus from the Shoreview Community Center and drove to the caves where a costumed staff boarded the bus and gave a tour of St. Paul to explain the hauntings of the city. The tour included a stop at the Oakland cemetery and an education on the symbols, grave markers and the history of those laid to rest. After the city tour they drove back to the caves to take the spooky tour of the veins inside the caves. To complete their tour, Shoreliners walked across the street to Joseph's Grill for a tasty lunch.

COMMUNITY CENTER

The Community Center staff has been answering numerous membership and insurance questions in October. There have been many tours for prospective members and rentals. There was a 12% increase in membership passes sold and an 8.5% increase in membership revenue. The majority of the membership increase is in the annual resident family pass category. Staff continues to prepare for the corporate membership offering. Membership renewal letters went out this month and there was a 90% retention of members this October.

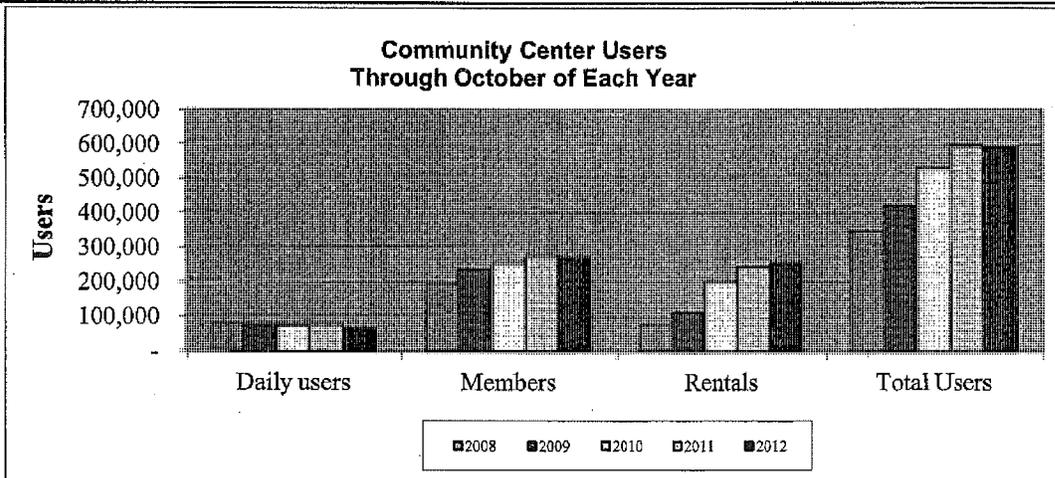
With the cold weather arriving, daily visits have increased at the Community Center. There was 68% more daily visitors at the Community Center this October compared to last year. However, revenue did not increase significantly because many of the daily pass visits were coupon redemptions. There were more than 160 guest passes used and almost 500 coupons redeemed from previously purchased coupon books. The Tropical Adventure Indoor Playground had a 44% increase in visits this year compared to last October. The Wave Café has seen more consistency in their customer base with the continuous traffic in the building. There was a 5% increase in Wave Café sales during October. Customers have commented that they appreciate the new booth seating in the Wave Café area.

The Tropics Indoor Waterpark was enjoyed by many school age children during the MEA break and there was almost a 12% increase in daily visits purchased this year during the school break. There was a slight increase in pool parties compared to last October. The new grout and underwater lights have made a significant enhancement in the pool. In addition, the clarity of the water has improved which requires fewer chemicals. Staff is continuing to implement various marketing opportunities to attract rental groups to the Tropics Indoor Waterpark. Staff worked with Kare 11 to develop a commercial that will air in mid December showcasing the Community Center and all its offerings.

The Fitness Center continues to stay busy with members and guests coming inside for their daily workout routine. Three new TechnoGym strength training equipment pieces have been ordered and should be delivered in November. These pieces of equipment will replace similar free motion strength machines in the front of the fitness center. This equipment is very user friendly and has a much smaller footprint which will allow for a larger stretching area. A demonstration piece of equipment has arrived that is a combination stepper/crosstrainer that also allows a skating motion. There were 94 personal training sessions performed this month.

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

	2008	2009	2010	2011	2012
Number of Users:					
Daily users	79,803	74,913	74,141	75,857	63,984
Members	189,866	234,672	254,849	275,687	270,176
Rentals	76,336	111,175	201,089	242,895	255,863
Total Users	346,005	420,760	530,079	594,439	590,023
Revenue:					
Admissions	\$ 386,093	\$ 458,219	\$ 437,194	\$ 493,670	\$ 466,050
Memberships-annual	327,791	518,818	645,126	716,235	752,789
Memberships-seasonal	103,435	90,047	76,173	77,438	75,716
Room rentals	167,427	178,329	191,251	216,781	214,189
Wave Café	117,293	136,298	148,989	168,663	159,398
Commissions	2,233	8,936	9,407	12,559	12,912
Locker/vending/video	25,621	26,304	23,649	23,013	19,880
Merchandise	6,193	8,175	9,149	12,213	12,711
Other miscellaneous	1,312	738	1,021	1,131	216
Building charge	88,000	94,000	93,000	97,000	100,000
Transfers in	142,497	256,000	258,340	247,500	250,000
Total Revenue	1,367,895	1,775,864	1,893,299	2,066,203	2,063,861
Expenditures:					
Personal services	902,622	1,028,111	1,046,140	1,062,377	1,105,335
Supplies	290,059	296,709	311,361	359,724	357,375
Contractual	316,489	403,040	419,501	465,940	488,800
Total Expenditures	1,509,170	1,727,860	1,777,002	1,888,041	1,951,510
Rev less Exp Year-to-date	\$ (141,275)	\$ 48,004	\$ 116,297	\$ 178,162	\$ 112,351



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

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	8,757	9,853	10,137	6,003	4,801	4,914	6,289	6,089	2,547	4,594	-	-	63,984
Members	34,702	31,137	29,693	27,472	25,620	25,094	26,585	24,860	19,992	25,021	-	-	270,176
Rentals	16,398	16,066	14,860	17,120	15,041	37,529	35,345	70,550	16,533	16,421	-	-	255,863
Total Users	59,857	57,056	54,690	50,595	45,462	67,537	68,219	101,499	39,072	46,036	-	-	590,023
Revenue:													
Admissions	\$ 55,671	\$ 45,702	\$ 67,428	\$ 40,239	\$ 34,868	\$ 46,024	\$ 51,546	\$ 45,866	\$ 10,568	\$ 25,568	\$ -	\$ -	\$ 423,480
Indoor playground	6,678	6,845	4,850	4,128	3,924	2,494	3,265	3,054	2,610	4,722	-	-	42,570
Memberships	121,572	92,089	86,050	68,705	69,225	72,207	69,527	74,020	81,313	93,797	-	-	828,505
Room rentals	24,441	25,231	15,536	21,979	18,627	26,549	17,245	22,644	19,042	22,895	-	-	214,189
Wave Café	20,842	16,592	21,932	13,945	13,729	15,760	15,655	18,985	7,176	14,782	-	-	159,398
Commissions	279	-	1,424	350	2,336	1,680	1,336	1,357	2,243	1,907	-	-	12,912
Locker/vending/video	1,016	3,015	1,869	2,685	1,102	2,374	1,055	1,961	3,039	1,764	-	-	19,880
Merchandise	1,177	1,164	1,935	997	1,365	1,214	1,633	1,537	726	963	-	-	12,711
Other miscellaneous	53	10	31	(33)	42	71	59	(104)	50	37	-	-	216
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	-	100,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	-	-	250,000
Total Revenue	256,729	215,648	226,055	177,995	170,218	293,373	186,321	194,320	151,767	191,435	-	-	2,063,861
Expenditures:													
Personal services	86,352	110,691	109,922	103,825	106,288	160,760	111,336	114,288	102,560	99,313	-	-	1,105,335
Supplies	18,791	38,364	60,317	40,736	41,001	25,491	41,673	40,578	23,100	27,324	-	-	357,375
Contractual	8,918	19,773	71,950	63,435	63,612	44,855	48,798	51,328	43,170	72,961	-	-	488,800
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	114,061	168,828	242,189	207,996	210,901	231,106	201,807	206,194	168,830	199,598	-	-	1,951,510
Rev less Exp (monthly)	\$ 142,668	\$ 46,820	\$ (16,134)	\$ (30,001)	\$ (40,683)	\$ 62,267	\$ (15,486)	\$ (11,874)	\$ (17,063)	\$ (8,163)	\$ -	\$ -	\$ 112,351
Rev less Exp (ytd)	\$ 142,668	\$ 189,488	\$ 173,354	\$ 143,353	\$ 102,670	\$ 164,937	\$ 149,451	\$ 137,577	\$ 120,514	\$ 112,351	\$ 112,351	\$ 112,351	\$ 112,351

**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	127	1,323
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	355,890	2,629,501
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	94,564	600,542
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	333,129	2,401,866
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	\$ 22,761	\$ 227,635
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	\$ 227,635	

**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	740	1,944
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	313,918	2,425,474
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	171,540	1,319,270
Supplies	13,838	38,074	39,579	27,156	36,732	32,132	30,501	29,798	35,361	28,190	24,843	69,336	405,540
Contractual	5,022	26,404	63,856	28,989	51,368	39,593	36,322	58,235	48,831	60,881	30,144	95,218	544,863
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	336,094	2,269,673
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	\$ (22,176)	\$ 155,801
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	\$ 155,801	

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

Date	Description	Amount
11/05/12	Accounts payable	\$70,037.29
11/08/12	Accounts payable	\$29,607.65
11/13/12	Accounts payable	\$184,646.58
11/15/12	Accounts payable	\$166,219.18
11/19/12	Accounts payable	\$338,185.10
Sub-total Accounts Payable		\$ 788,695.80
Payroll	124694 to 124741 959458 to 959644	\$157,436.35
Sub-total Payroll		\$ 157,436.35
TOTAL		\$ 946,132.15

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

11/19/12

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
YANG, MAY-PA	FACILITY REFUND	220	22040					-\$100.00	-\$100.00
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$535.40	\$535.40
COMMUNITY HEALTH CHARITIES - M	WEEK OF GIVING: EMPLOYEE CONTRIBUTIONS	101	22079		320			\$168.33	\$168.33
ENGBRETSON, DAN	WRESTLING CLASSES (ISLAND & TURTLE)	225	43510	3190		006		\$912.00	\$912.00
GENESIS EMPLOYEE BENEFITS, INC	ADMINISTRATION FEE: OCTOBER 2012	101	20416					\$364.90	\$364.90
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.40	\$15.40
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.36	\$16.36
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.37	\$15.37
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.37	\$15.37
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.36	\$16.36
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.48	\$15.48
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$388.80	\$388.80
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/NOVEMBER 2012	220	43800	3960				\$1,089.00	\$1,089.00
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: OCTOBER 2012	101	40500	4890		001		\$105.54	\$422.16
		220	43800	4890		001		\$105.54	
		601	45050	4890		001		\$105.54	
		602	45550	4890		001		\$105.54	
MIDWEST SPECIAL SERVICES, INC	REFUND DUPLICATE PYMT/CK 77604 & 77791	101	35210					\$50.00	
MINNESOTA ENVIRONMENTAL FUND	WEEK OF GIVING: EMPLOYEE CONTRIBUTIONS	101	22079		320			\$168.34	\$168.34
Q3 CONTRACTING	CONT PMT 2 ST LIGHTS PROJ 12-06	604	42600	5300				\$37,208.85	\$37,208.85
RAMSEY COUNTY	ROAD STRIPING FOR 2012	101	42200	3190		001		\$21,782.82	\$21,782.82
RAMSEY COUNTY	2013 COMMUNITY CENTER SNACK BAR LICENSE	220	43800	3190		004		\$488.00	\$488.00
RAMSEY COUNTY	2013 RENTAL KITCHEN LICENSE	220	43800	3190		004		\$732.00	\$732.00
RAMSEY COUNTY	2013 COMMUNITY CENTER KITCHEN LICENSE	220	43800	3190		004		\$732.00	\$732.00
SAM'S CLUB DIRECT	COFFEE SERVICE ITEMS FOR RESALE	220	43800	2591		003		\$143.84	\$160.78
		220	43800	2590		002		\$16.94	
SERVICEMASTER CLEANING & RESTO	CLEANING FROM WATERSLIDE PROJECT	405	43800	3810				\$3,213.75	\$3,213.75
UNITED WAY - GREATER TWIN CITI	WEEK OF GIVING: EMPLOYEE CONTRIBUTIONS	101	22079		320			\$168.33	\$168.33
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$11.75	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$903.16	\$903.16
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2591		003		\$248.38	\$248.38
YANG, FRANCIS	FACILITY REFUND	220	22040					\$100.00	\$100.00
Total of all invoices:								\$70,037.29	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
COURTNEY, NATASHA	REFUND DAMAGE DEPOSIT	220	22040					-\$25.00	-\$25.00
CORNERSTONE TITLE	REFUND OVRPYMT AT CLOSING - 1031 BRIDGE	601	36190					-\$23.51	-\$23.51
LMHRC "EVENING PRIOR"	LMHRC 35TH ANNUAL CONFERENCE DINNER	101	40200	4890				-\$15.00	-\$15.00
10,000 LAKES CHAPTER	NELSON, STEVE/ EDUCATION	101	44300	4500				\$210.00	\$210.00
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640				\$1,145.19	\$1,300.63
		101	43710	3950				\$155.44	
ACE SOLID WASTE	MAINT CENTER SOLID WASTE PICKUP	701	46500	3640				\$225.40	
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: OCTOBER 2012	101	20412					\$1,716.62	\$1,716.62
C & E HARDWARE	STAPLE NAILS FOR OSPREY PLATFORM	101	43710	2240				\$3.53	\$3.53
CHANHASSEN DINNER THEATERS	SHORELINER TRIP TO CHANHASSEN - NOVEMBER	225	43590	3174		004		\$904.20	\$904.20
COMCAST	CABLE FOR CC	220	43800	3190		001		\$224.39	\$224.39
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/OCT STMT/11 @ \$6	307	44100	4890				\$66.00	\$66.00
CORNERSTONE TITLE	REFUND OVRPYMT AT CLOSING - 1031 BRIDGE	601	36190					\$23.51	\$23.51
COURTNEY, NATASHA	REFUND DAMAGE DEPOSIT	220	22040					\$25.00	\$25.00
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170				\$267.26	\$267.26
DISTINCTIVE CABINET DESIGN	CABINETS/BEACHCOMBER BAY	220	43800	2180				\$1,924.00	\$1,924.00
DROUIN, RACHELLE	FACILITY REFUND	220	22040					\$300.00	\$300.00
DUBOIS, CHERYL	PASS REFUND	220	22040					\$80.00	\$80.00
ECK, MICHAEL	PASS REFUND	220	22040					\$253.65	\$253.65
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 11-09-12	101	20431					\$502.47	\$835.80
		101	20432					\$333.33	
GOPHER	GYMNASTICS EQUIPMENT	225	43580	2170		003		\$186.74	
GOPHER	PICKLEBALL PADDLES	225	43510	2170		016		\$31.86	\$63.71
		220	43800	2180		002		\$31.85	
HANCE, JENNIFER	TAE KWON DO BEGINNER	220	22040					\$93.00	\$93.00
HEIDERSCHIED, ANGELA	VOLLEYBALL GRADE 6-8	220	22040					\$44.00	\$44.00
KELLY & LEMMONS, P.A.	LEGAL FEES/OCTOBER 2012	101	40600	3020				\$3,640.00	\$9,285.07
		101	40600	3030				\$5,297.07	
		101	40600	3040				\$348.00	
LARSON CONTRACTING	EROSION RED 3244 OWASSO HTS RES 12-96	101	22030					\$500.00	
LMHRC	LMHRC 35TH ANNUAL CONFERENCE DINNER	101	40200	4890				\$15.00	\$15.00
MENARDS CASHWAY LUMBER **FRIDL	GLOVES	601	45050	2280		001		\$19.98	\$19.98
MENARDS CASHWAY LUMBER **FRIDL	TOOLS	601	45050	2400		001		\$71.55	\$143.09
		602	45550	2400		001		\$71.54	
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUPERVISOR FEE-FALL YOUTH SPORT	225	43510	3190		015		\$324.00	\$324.00
NELSON, BETH & BRENT	EROSION RES 5415 CARLSON RD RES 12-96	101	22030					\$1,000.00	\$2,500.00
		101	22020					\$1,500.00	
NORWAY BUILDERS	EROSION RED 755 LARSON LN RES 12-96	101	22030					\$1,000.00	
PLUMMASTER, INC	REPAIR SUPPLIES CC PLUMBING	220	43800	2240		001		\$128.84	\$128.84
PUSH PEDAL PULL	MAINTENANCE STAIRMASTER	220	43800	3890				\$204.98	\$204.98
RAMSEY COUNTY PARKS & REC.	ICE SKATING ICE RENTAL FEES	225	43580	3171				\$3,607.42	\$3,607.42
SHAPIRO, WENDY	FACILITY REFUND	220	22040					\$100.00	\$100.00
SWALLEN, JOHN	FALL MINI KICKERS CLASSES	225	43510	3190		006		\$605.50	\$605.50
TARGET COMMERCIAL INVOICE	ICE SKATING SUPPLIES	225	43580	2171				\$14.84	\$14.84
URBAN COMPANIES	EROSION RED 4979 HODGSON TLP RES 12-96	101	22030					\$2,000.00	\$2,000.00
WAGNER, DIANA	FACILITY REFUND	220	22040					\$50.00	\$50.00
WARE, ROBERT	SOCCER & SPORTS GAMES CLASS - OCT 23	225	43510	3190		006		\$30.00	\$30.00
YOCUM OIL COMPANY INC.	GENERATOR OIL TEST	220	43800	3190		004		\$395.00	\$395.00

Total of all invoices: \$29,607.65

=====

31234

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ALLIED WASTE SERVICES #899	OCT ALLIED WASTE SERVICES	210	42750	3190				\$28,584.59	\$28,584.59
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$131.90	\$131.90
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2591		003		\$108.88	\$108.88
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2591		003		\$109.12	\$109.12
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.50	\$113.45
		220	43800	2591		003		\$97.95	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.50	
		220	43800	2591		003		\$97.96	\$113.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.37	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.37	\$15.37
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.24	\$16.24
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.24	\$16.24
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.33	\$15.33
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
JONES & BARTLETT PUBLISHERS, I	LIFEGUARD BOOKS	220	43800	2200		002		\$229.28	\$229.28
LINDERS GREENHOUSE *** ST. PAU	PLANTS FOR COMM CNTR LANDSCAPE	101	43710	2260				\$508.56	\$508.56
LINDERS GREENHOUSE *** ST. PAU	PLANTS FOR COMM CNTR LANDSCAPE	101	43710	2260				\$2,628.52	\$2,628.52
MELVIN, TESSIA	ELECTION DAY SUPPLIES	101	40300	2180				\$53.52	\$53.52
METROPOLITAN COUNCIL ENVIRONME	SEWER SERVICE-DECEMBER 2012	602	45550	3670				\$141,589.12	\$141,589.12
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: OCTOBER	101	20802					\$3,609.93	\$3,537.73
		101	34060					-\$72.20	
MN DEPARTMENT OF HUMAN RIGHTS	MELVIN/REGISTRATION/HUMAN RIGHTS	101	40100	4500				\$70.00	\$70.00
PMA FINANCIAL NETWORK, INC	SEPT 2012 BANK FEES	101	40500	4890		004		\$147.59	
RAMSEY COUNTY TREASURER	LIFE INSURANCE: NOVEMBER 2012	101	20414					\$2,719.57	\$2,919.57
		101	20417					\$200.00	
UNITED PARCEL SERVICE	MAILING SERVICE: DEXON COMPUTERS	101	40200	3220				\$11.00	\$11.00
VANCO SERVICES	SEPT FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003		\$147.00	\$147.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,234.23	\$1,234.23
XCEL ENERGY	ELECTRIC/GAS: MAINTENANCE CENTER	701	46500	3610				\$1,831.71	\$2,132.38
		701	46500	2140				\$300.67	
XCEL ENERGY	ELECTRIC: SIGNAL SHARED W/NORTH OAKS	101	42200	3610				\$38.08	
XCEL ENERGY	ELECTRIC: SURFACE WATER	603	45900	3610				\$41.41	\$41.41
XCEL ENERGY	ELECTRIC: SIGNAL	101	42200	3610				\$34.92	\$34.92

Total of all invoices: \$184,646.58

=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ACE IN THE CITY	FACILITY REFUND	220	22040					\$300.00	\$300.00
ALPHA VIDEO	COUNCIL CHAMBERS EQUIPMENT	230	40900	2180				\$1,366.95	\$1,366.95
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$67.58	\$67.58
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$65.74	\$65.74
CLASSIC CATERING/PICNIC PLEASE	HOLIDAY LIGHTING COOKIES AND HOT CHOC.	101	40100	3200				\$445.99	\$445.99
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 11-16-12	101	21720					\$8,977.76	\$8,977.76
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:11-16-12	101	20420					\$103.25	\$103.25
CULLIGAN	IRON FILTER FOR POOL	220	43800	3950				\$94.05	\$94.05
DAHLGREN, BRYANT	GET FIT! BODY CHALLE	220	22040					\$339.00	\$339.00
DELIWALA, RITESH	FACILITY REFUND	220	22040					\$50.00	\$50.00
ESS BROTHERS & SONS INC.	CATCH BASIN LINING (WESTON WOODS AREA)	603	45850	3190		003		\$9,234.00	\$9,234.00
FSH COMMUNICATIONS LLC	PAYPHONE TELEPHONE	101	40200	3210		001		\$64.13	\$64.13
GAO, HUI	AQUATICS - PRIVATE	220	22040					\$100.00	\$100.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:11-16-12	101	20418					\$5,640.00	\$5,640.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 11-16-12	101	20431					\$1,211.92	\$1,211.92
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$107.32	\$107.32
HAMLIN UNIVERSITY	MALONEY-WOMEN IN PUBLIC SERVICE CONF.	101	40500	4500				\$30.00	\$75.00
		601	45050	4500				\$18.75	
		602	45550	4500				\$18.75	
		603	45850	4500				\$7.50	
HEALTH PARTNERS	HEALTH INSURANCE: DECEMBER 2012	101	20410					\$48,355.30	\$49,357.09
		101	20411					\$1,001.79	
HILLYARD, INC - MINNEAPOLIS	EQUIPMENT MAINTENANCE	220	43800	3890				\$213.43	\$213.43
HILLYARD, INC - MINNEAPOLIS	EQUIPMENT MAINTENANCE	220	43800	3890				\$40.50	\$40.50
HILLYARD, INC - MINNEAPOLIS	EQUIPMENT MAINTENANCE	220	43800	3890				\$49.91	\$49.91
HILLYARD, INC - MINNEAPOLIS	EQUIPMENT MAINTENANCE	220	43800	3890				\$40.50	\$40.50
HILLYARD, INC - MINNEAPOLIS	EQUIPMENT MAINTENANCE	220	43800	3890				\$60.75	\$60.75
HUMBOLDT SECONDARY HIGH SCHOOL	LIFEGUARD TRAINING	220	22040					\$235.00	\$235.00
HUMBOLDT SECONDARY HIGH SCHOOL	LIFEGUARD TRAINING	220	22040					\$240.00	\$240.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:11-16-12	101	21750					\$4,288.02	\$4,288.02
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:11-16-12	101	20430					\$265.00	\$265.00
LENDWAY, WILLIAM	FACILITY REFUND	220	22040					\$100.00	\$100.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:11-16-12	101	20435					\$217.50	\$217.50
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: OCTOBER 2012	701	46500	2120				\$326.61	\$326.61
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:11-16-12	101	20420					\$27.00	\$27.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:11-16-12	101	21740					\$27,889.05	\$27,889.05
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTIONS: 11-16-12	101	21740					\$243.50	\$243.50
RIVER SERVICE UNIT, GIRL SCOUT	FACILITY REFUND	220	22040					\$97.50	\$97.50
RUPKE, TRACY	SEMI PRIVATE LESSONS	220	22040					\$40.00	\$40.00
SAM'S CLUB DIRECT	ACTIVE LIFE FAIR	225	43590	2174		002		\$291.87	\$291.87
T-MOBILE	T MOBILE WATER TOWER CARD	601	45050	3190				\$63.12	\$63.12
TOKLE INSPECTIONS INC	INSPECTIONS SERVICES FOR NOV 2012	101	44300	3090				\$2,408.80	\$2,408.80
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:11-16-12	101	21710					\$21,294.71	\$49,809.75
		101	21730					\$22,126.26	
		101	21735					\$6,388.78	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:11-16-12	101	20420					\$99.00	\$99.00
WOLCYN TREE FARMS & NURSERY	INS CLAIM: TREE REPLACEMENT	260	47400	4340				\$662.11	\$662.11
YALE MECHANICAL INC	FIXED LEAK ON MOSS FILTER	220	43800	3810		007		\$284.73	
YALE MECHANICAL INC	BOILER SENSOR CHECK	220	43800	3810		007		\$179.75	\$179.75
YALE MECHANICAL INC	DRINKING FOUNTAIN REPAIR	220	43800	3810		003		\$446.00	\$446.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
							Total of all invoices:	\$166,219.18
								=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A-1 HYDRAULICS SALES & SERVICE	PARTS FOR PARKS BOB-CAT	701	46500	2220		002		\$34.89	\$34.89
A-1 HYDRAULICS SALES & SERVICE	PARTS FOR BOB-CAT SNOWBLOWER	701	46500	2220		002		\$22.17	\$22.17
ABLE HOSE & RUBBER INC.	PARTS FOR UNIT 306	701	46500	2220		002		\$284.65	\$284.65
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970				\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970				\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970				\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970				\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970				\$61.93	\$61.93
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970				\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970				\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970				\$48.32	\$48.32
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970				\$48.32	\$48.32
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				\$43.03	\$172.13
		601	45050	3970				\$43.03	
		602	45550	3970				\$43.03	
		603	45850	3970				\$21.52	
		701	46500	3970				\$21.52	
AMERICAN MESSAGING	LOCKBOX PMT-11/1 -11/30/12	101	40210	3190				\$4.26	
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003		\$316.34	\$316.34
AUTO PLUS	PROPANE	701	46500	2180		001		\$113.94	\$113.94
AUTO PLUS	SHOP SUPPLIES	701	46500	2180		001		\$1.03	\$1.03
BEISSWENGERS HARDWARE	RV ANTIFREEZE TO WINTERIZE PARK BUILDING	101	43710	2240				\$27.51	\$27.51
COMPLETE HEALTH, ENVIRONMENTAL	OCT MTCE PLAN	101	40210	3190		007		\$610.00	\$610.00
CUMMINS NPOWER LLC	REPLACED FAULTY INTAKE HEATER	220	43800	3810		003		\$920.25	\$920.25
DAKOTA SUPPLY GROUP	5/8 3/4 METERS	601	45050	2510		001		\$2,627.71	\$2,627.71
DIAMOND VOGEL PAINT	PARTS FOR CROSSWALK STRIPER	101	42200	2180		004		\$295.46	\$295.46
DULTMEIER SALES	PARTS FOR PRE-WET TANKS	701	46500	2220		002		\$167.08	\$167.08
FERGUSON WATERWORKS #2516	HYDRANT PARTS	601	45050	2280		003		\$259.48	\$259.48
FITNESS DISTRIBUTING, INC.	FC REPLCMNT BARBELLS;KETTLBELLS(CLASSES)	225	43530	2170	001			\$563.50	\$2,087.83
		220	43800	2180	001			\$1,524.33	
FLEETPRIDE	PARTS FOR UNIT 209	701	46500	2220		001		\$26.22	
FLEETPRIDE	PARTS FOR TORO #3	701	46500	2220		002		\$219.68	\$219.68
FLEETPRIDE	PARTS FOR BOB-CAT SNOWBLOWER	701	46500	2220		002		\$69.93	\$69.93
FLEXIBLE PIPE TOOL COMPANY	SANITARY SEWER EASEMENT JETTER	701	46500	5400				\$40,664.06	\$40,664.06
FORCE AMERICA INC	SPINNER MOTORS	701	46500	2220		002		\$443.34	\$443.34
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190				\$130.70	\$522.80
		602	45550	3190				\$130.70	
		603	45850	3190				\$130.70	
		604	42600	3190				\$130.70	
GOVERNMENT TRAINING SERVICE	MN GTS SYMPOSIUM FOR I.S. STAFF	101	40550	4500		001		\$1,195.00	
GRAINGER, INC.	PARKING LOT REPLACEMENT LIGHTS	101	43710	2240				\$91.85	\$91.85
GRAINGER, INC.	5 HARDHATS FOR PUBLIC WORKS/ENGINEERING	101	42050	2010				\$34.76	\$34.76
GRAINGER, INC.	HAND SOAP FOR MAINT CENTER	701	46500	2183		002		\$140.38	\$140.38
HAWKINS, INC.	POOL CHEMICALS	220	43800	2160		001		\$420.19	\$420.19
HAWKINS, INC.	CHLORINE	601	45050	2160		001		\$700.00	\$700.00
HERC-U-LIFT	SERVICE REPAIR AND PARTS FOR SKY JACK	701	46500	2220		002		\$124.53	\$364.53
		701	46500	3190		002		\$240.00	
HEWLETT-PACKARD COMPANY	SERVER REPLACEMENTS-WARRANTY EXTENSION	422	40550	5800				\$1,078.40	\$1,078.40
HOLA, FRAN	REIMBURSEMENT/WATER EXERCISE STEREO CORD	225	43530	2170				\$10.70	\$10.70
HORIZON COMMERCIAL POOL SUPPLY	MAIN POOL ACID FOR SEP/OCT DRAIN	220	43800	2160		001		\$139.78	\$139.78

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
HOTSY EQUIPMENT CO	CAR WASH SOAP	701	46500	2180		001		\$376.86	
INSTRUMENTAL RESEARCH INC	SAMPLES FOR MONTHLY TESTING	601	45050	3190		001		\$225.00	\$225.00
KAPLAN EARLY LEARNING COMPANY	SWIM LESSON COLOR DOTS, STARS, SQUARES	225	43520	2170		002		\$49.21	\$49.21
LIFEGUARD STORE, THE	LAP LANE REEL	225	43520	2170		002		\$950.00	\$1,595.00
		220	43800	2200		002		\$645.00	
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICE	101	40200	3360		001		\$134.90	
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002		\$89.13	\$89.13
MCCAREN DESIGNS INC	DECEMBER HORTICULTURE SERVICES FOR POOL	220	43800	3190		007		\$1,278.23	\$1,278.23
MENARDS CASHWAY LUMBER **FRIDL	WOOD AND SCREWS FOR WILSON BOARDWALK	101	43710	2240				\$41.00	\$41.00
MIDWEST OVERHEAD CRANE CORP	ANNUAL HOIST INSPECTIONS	220	43800	3190				\$164.24	\$492.67
		701	46500	3190				\$328.43	
MINNESOTA PETROLEUM SERVICE	WATER REMOVAL FROM FUEL TANKS	701	46500	3190				\$135.50	
MINNESOTA RURAL WATER ASSOCIAT	CITY MEMBERSHIP FEES	601	45050	4330		001		\$225.00	\$225.00
MIRACLE RECREATION EQUIPMENT C	BENCHES COMMONS PARK PROJECT	405	43710	5300				\$1,640.16	\$1,640.16
MJF MASONRY & CONCRETE, INC.	CONCRETE SLABS AT COMMONS	459	43710	5300				\$4,830.00	\$4,830.00
MTI DISTRIBUTING, INC	PARTS FOR TORO GRAOUNDS MASTER	701	46500	2220		002		\$71.75	\$71.75
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2180		001		\$6.08	\$6.08
NAPA AUTO PARTS	OIL FILTER FOR UNIT 307	701	46500	2220		002		\$14.63	\$14.63
NAPA AUTO PARTS	WIPER BLADES FOR UNITS 104 & 105	701	46500	2220		001		\$64.23	\$64.23
NAPA AUTO PARTS	BATTERIES	701	46500	2180		001		\$5.02	\$5.02
OFFICE DEPOT	LABELS	101	40200	2010		002		\$90.93	\$90.93
OFFICE DEPOT	GENERAL SUPPLIES	101	40210	4890		001		\$5.20	\$8.75
		101	40200	2010		002		\$3.55	
ON SITE SANITATION INC	BUCHER PARK UNITS/CREDIT 478438	101	43710	3950				\$195.60	\$195.60
ON SITE SANITATION INC	COMMONS PARK UNITS/CREDIT 478435	101	43710	3950				\$195.60	\$195.60
ON SITE SANITATION INC	LAKE JUDY PARK UNIT/CREDIT 487434	101	43710	3950				\$92.19	\$92.19
ON SITE SANITATION INC	MCCULLOUGH PARK UNIT/CREDIT 487436	101	43710	3950				\$68.94	\$68.94
ON SITE SANITATION INC	RICE CREEK FIELDS UNIT/CREDIT 478443	101	43710	3950				\$92.19	\$92.19
ON SITE SANITATION INC	SHAMROCK PARK UNITS/CREDIT 478441	101	43710	3950				\$195.60	\$195.60
ON SITE SANITATION INC	SITZER PARK UNITS/478440	101	43710	3950				\$195.60	\$195.60
ON SITE SANITATION INC	THEISEN PARK UNIT/CREDIT 478433	101	43710	3950				\$92.19	\$92.19
ON SITE SANITATION INC	WILSON PARK UNITS/CREDIT 478437	101	43710	3950				\$195.60	\$195.60
ON SITE SANITATION INC	SNAIL LAKE SCHOOL UNIT/CREDIT 478442	101	43710	3950				\$42.49	\$42.49
OXYGEN SERVICE COMPANY	WELDING GAS	701	46500	2180		001		\$36.38	\$36.38
POND & LIGHTING DESIGNS, INC	PROP FOR FOUNTAIN	603	45850	2180		002		\$192.22	\$192.22
POWER SYSTEMS	WATER EXERCISE NOODLES (20)	225	43530	2170				\$176.51	
PRESS PUBLICATIONS	WINTER JOBS BULLET LIST	101	40210	3360		001		\$446.00	\$446.00
PRESS PUBLICATIONS	MARKETING MATERIALS FOR CC	220	43800	3190		004		\$755.00	\$755.00
PRESS PUBLICATIONS	ACCESS SHOREVIEW	101	40400	3390		003		\$270.30	\$270.30
QUALITY CONTROL & INTEGRATION,	BATTERY BACK UP	602	45550	2282		001		\$3,462.75	\$3,462.75
RAMSEY COUNTY	LAW ENFORCEMENT SERVICES-NOVEMBER 2012	101	41100	3190		001		\$153,395.28	\$153,395.28
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330				\$134.16	\$134.16
SCHINDLER ELEVATOR CORPORATION	ELEVATOR SERVICE MAINTENANCE AGREEMENT	701	46500	3196		001		\$390.00	\$390.00
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT FOR PATCHING	101	42200	2180		002		\$315.71	\$315.71
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT	101	42200	2180		002		\$77.35	\$77.35
TERMINAL SUPPLY CO	SHOP SUPPLIES	701	46500	2180		001		\$89.26	\$89.26
TOUSLEY FORD, INC	PARTS FOR UNIT 312	701	46500	2220		001		\$138.27	\$138.27
TOWMASTER	BOX AND PLOW EQUIPMENT FOR NEW UNIT 207	701	46500	5800				\$91,819.52	\$91,819.52
TRI STATE BOBCAT, INC.	PARTS FOR SNOW BLOWER	701	46500	2220		002		\$160.31	\$160.31
TRI STATE BOBCAT, INC.	BOBCAT SKIDSTEER TRADE IN PROGRAM	701	46500	5400				\$33,613.96	\$1,603.13
		701	39100					-\$32,010.83	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt	
TWIN SOURCE SUPPLY	CLEANING SUPPLIES	701	46500	2183		002	\$50.81	\$50.81	
TWIN SOURCE SUPPLY	CLEANING SUPPLIES	701	46500	2183		002	\$51.76	\$51.76	
UNITED GLASS INC.	INSURANCE CLAIM: LIGHT BALLAST	260	47400	4340			\$32.06		
VOICE + DATA NETWORKS	INSTALL PHONE ATTENDANT CONSOLE	422	40550	5800			\$2,383.17	\$2,383.17	
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$12.58	\$12.58	
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$24.29	\$24.29	
WSB & ASSOCIATES, INC.	BUCHER PARK MASTER PLAN-SEPTEMBER 2012	459	43710	5300			\$1,187.00	\$1,187.00	
YALE MECHANICAL INC	INSTALL OF NEW POOL HEATER	405	43800	3810			\$5,010.00	\$5,010.00	
YALE MECHANICAL INC	SAFETY CHECK FURNACES IN PARK BUILDINGS	101	43710	3190			\$697.01	\$697.01	
YOCUM OIL COMPANY INC.	UNLEADED GAS FOR MAINT CENTER EQUIP.	701	46500	2120		001	\$3,029.90	\$3,029.90	
YOCUM OIL COMPANY INC.	ON ROAD FUEL FOR MAINT CENTER EQUIP	701	46500	2120		002	\$3,915.84	\$3,915.84	
YOCUM OIL COMPANY INC.	OFF ROAD FUEL FOR MAINT CENTER EQUIP	701	46500	2120		003	\$978.96	\$978.96	
Total of all invoices:								\$338,185.10	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	31,054	Council approved 04/02/2012
Vendor number	01991 1	2012
Vendor name	TOWMASTER	
Address	61381 US HWY 12 LITCHFIELD, MN 55355	

Date	Comment line on check	Invoice number	Amount
10-29-12	BOX AND PLOW EQUIPMENT FOR NEW UNIT 207	343099	\$91,819.52

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

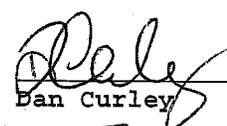
Purchase was made through the state's cooperative purchasing venture.

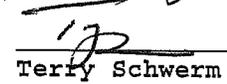
Purchase was made through another source. The state's cooperative purchasing venture was considered.

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
701 46500 5400	\$91,819.52

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$

Reviewed by: 
 (signature required) Dan Curley

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	31,248		
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
11-08-12	LAW ENFORCEMENT SERVICES-NOVEMBER 2012	SHRFL-001175	\$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

Account Coding	Amount
101 41100 3190 001	\$153,395.28

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

Reviewed by: Terri Hoffard
 (signature required) Terri Hoffard

Approved by: Terry Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	31,049	Council approved 06/18/2012
Vendor number	00239 1	2012
Vendor name	FLEXIBLE PIPE TOOL COMPANY	
Address	30577 PEARL DRIVE ST JOSEPH, MN 56374	

Date	Comment line on check	Invoice number	Amount
10-22-12	SANITARY SEWER EASEMENT JETTER	15749	\$40,664.06

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
701 46500 5400	\$40,664.06

Is sales tax included on invoice?	MN 6.875% <input checked="" type="checkbox"/>
If no, amount subject to sales use tax	\$
Reviewed by:	 (signature required) Dan Curley
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	31,370
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
11-15-12	HEALTH INSURANCE: DECEMBER 2012	41850264/41850265	\$49,357.09

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	✓ \$48,355.30
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: T. Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	31,171	
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
11-15-12	SEWER SERVICE-DECEMBER 2012	1002544	\$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 tax included on invoice?	<u>Not Taxable</u>
If no, amount subject to sales use tax	\$
Reviewed by:	<u>Debbie Engblom</u> 11-8-12
(signature required)	
Approved by:	<u>Terry Schwerm</u>
(signature required)	

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	31,205		
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
10-25-12	OCT ALLIED WASTE SERVICES	0899-002159483	\$28,584.59

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

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

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

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

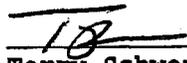
Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
210 42750 3190	\$28,584.59

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	

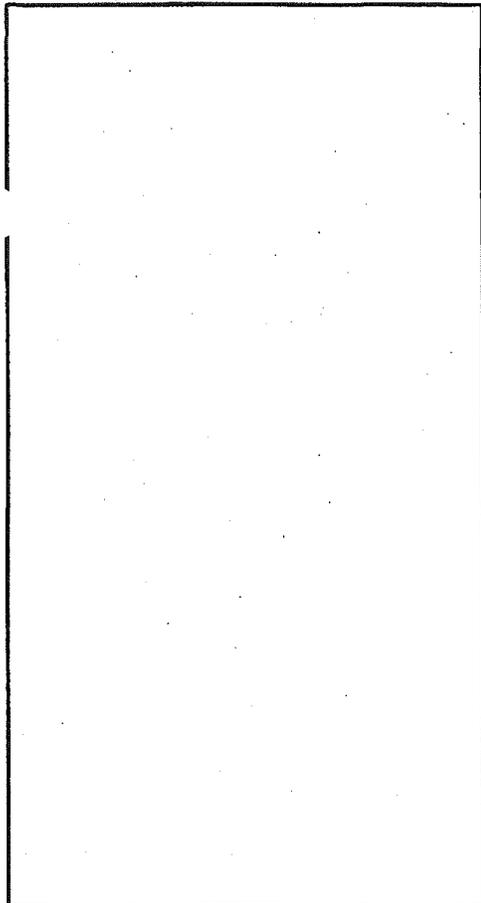
Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	31,056	
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
10-23-12	ROAD STRIPING FOR 2012	PUBW012262	\$21,782.82

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



Return to: _____

Account Coding	Amount
101 42200 3190 001	\$21,782.82

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

Reviewed by: Tom Hammitt 10/29/12
 (signature required) Tom Hammitt

Approved by: Terry Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	31,150	RETURN CHECK TO TOM H
Vendor number	01376 1	2012
Vendor name	Q3 CONTRACTING	
Address	3066 SPRUCE STREET LITTLE CANADA, MN 55117-1061	

Date	Comment line on check	Invoice number	Amount
10-31-12	CONT PMT 2 ST LIGHTS PROJ 12-06	UMN0200508	\$37,208.85

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
604 42600 5300	\$37,208.85

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

Reviewed by: Tom Hammitt 11/2/12
(signature required) Tom Hammitt

Approved by: Terry Schwerm
(signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

LICENSE APPLICATIONS

Moved by Councilmember

Seconded by Councilmember

To approve the License Applications as listed on the attached report dated November 19, 2012.

ROLL CALL:	AYES	NAYS
Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

November 19, 2012
Regular Council Meeting

CITY OF SHOREVIEW - LICENSE APPLICATIONS
November 19, 2012

LICENSE #	BUSINESS NAME	TYPE
13-00001	Charley's Tree Service Inc.	Tree License
13-00001	Gas Plus 16	Filling Station License
13-00002	Gas Plus 11	Filling Station License
13-00003	Freedom Valu Center	Filling Station License
13-00004	North Suburban BP	Filling Station License
13-00005	Automotive Ventures Group Inc	Filling Station License
13-00006	Shoreview BP	Filling Station License
13-00007	Shoreview Quick Stop	Filling Station License
13-00008	Gramsie Corner Mart	Filling Station License
13-00009	Croix Oil Company	Filling Station License

The above licenses are recommended for approval:



License/Permit Clerk

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN
DATE: NOVEMBER 14, 2012
SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

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

BACKGROUND

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

3836 Lexington Ave	Erosion control completed
5486 Lake Ave	Erosion control completed
3300 Richmond Ave	Erosion control completed

RECOMMENDATION

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

3836 Lexington Ave	Frattalone Companies	\$ 1,000.00
5486 Lake Ave	Michael O'Connell	\$ 500.00
3300 Richmond Ave	Wagar Construction	\$ 500.00

PROPOSED

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

HELD NOVEMBER 19, 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 November 19, 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. 12-99

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

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

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

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

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

3836 Lexington Ave	Frattalone Companies	\$ 1,000.00
5486 Lake Ave	Michael O'Connell	\$ 500.00
3300 Richmond Ave	Wagar Construction	\$ 500.00

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 19th day of November, 2012.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 12-100 acknowledging the receipt of a wavier and petition and adopting a water main assessment for the property at 4784 Cumberland Street, in the amount of \$4,000.00, spreading said assessment over 10 years at 3.00% interest with said installments to be equal payments.

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

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN
DATE: NOVEMBER 14, 2012
SUBJECT: ASSESSMENT FOR CONNECTION TO CITY WATER
4784 CUMBERLAND STREET

INTRODUCTION

The property at 4784 Cumberland Street went through foreclosure and is not connected to City water. Kent and Natalie Katterheinrich recently purchased the property as is. The owners want to connect to City water but are petitioning the City to spread a \$4,000.00 connection charge on their taxes by assessing said amount.

BACKGROUND

In 2004, the developers of Whispering Pines installed City water through their development and were required to extend water along a portion of Cumberland Street to loop the system. Two properties were affected by the project in that water became available to them. Connecting to City water is not mandatory and neither property owner was interested in connecting or paying for the water at that time. Subsequently, a connection cost was established that when either property requested to connect, the fee would have to be paid at the time of permit. The fees are listed below:

Water connection charge (standard charge)	\$ 275.00
Source and Supply	\$ 775.00
Meter Charge	\$ 233.77
Permit/Inspection	<u>\$ 30.00</u>
Sub-total	\$1,313.75
Connection Charge (In lieu of assessment)	<u>\$4,000.00</u>
Total connection cost	\$5,313.75

The new owners wish to connect and are willing to pay the standard fees but are asking that the connection charge (typically paid in lieu of an assessment at time of permit) be assessed against the property and paid on property taxes collected each year.

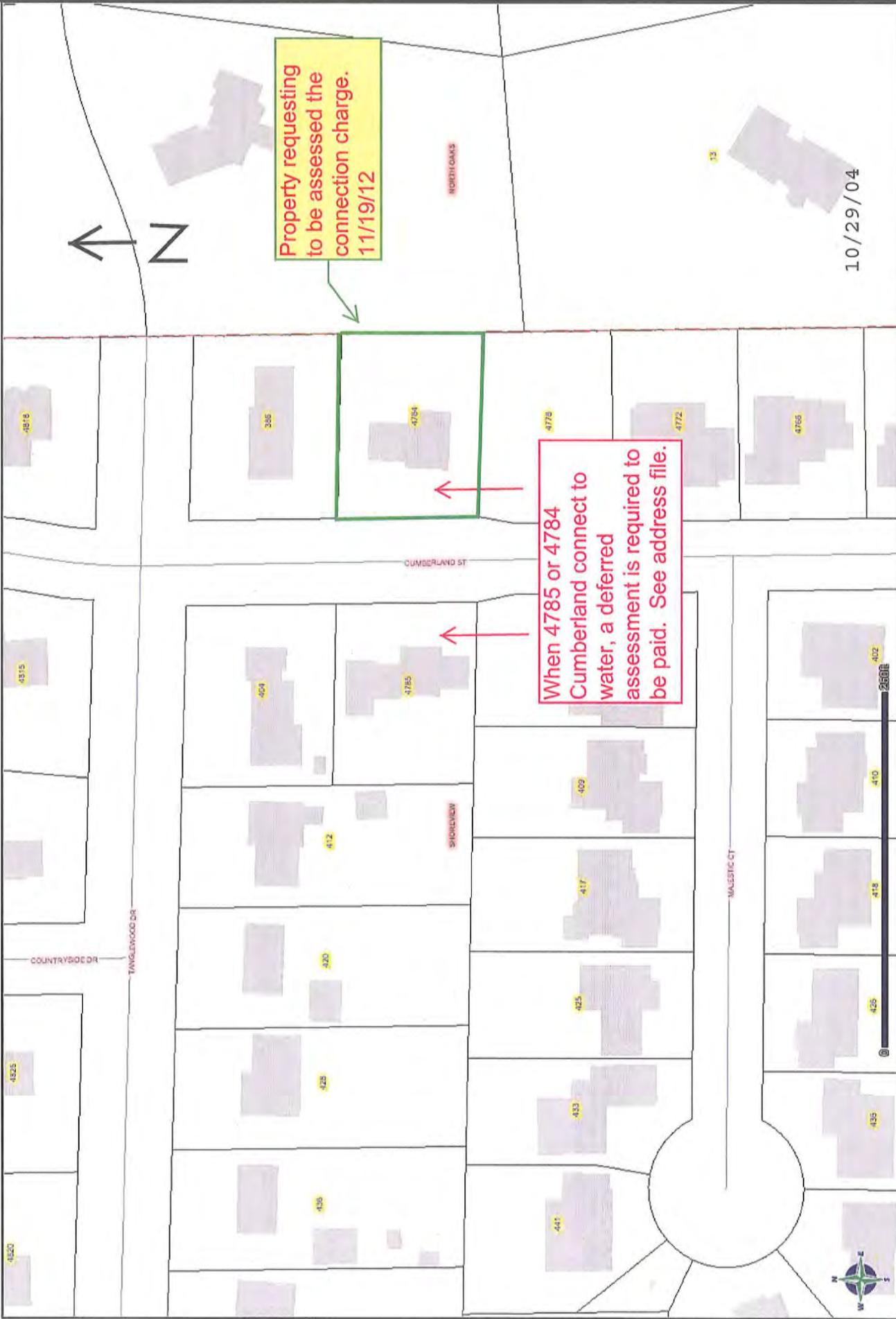
The owners have submitted a waiver and petition agreeing to the assessment and waiving their rights to a public hearing.

RECOMMENDATION

It is recommended that the property at 4784 Cumberland Street be assessed for City water main in the amount of \$4,000.00 and that said assessment be spread out over a 10-year period at the interest rate of 3.00 percent, and the installment shall be equal payments.

tlh

4784 & 4785 Cumberland St



Property requesting to be assessed the connection charge. 11/19/12

When 4785 or 4784 Cumberland connect to water, a deferred assessment is required to be paid. See address file.

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (June 4, 2012), The Lawrence Group (June 4, 2012 for County parcel and property records data; June 2012 for commercial and residential data; April 2009 for color aerial imagery. All other

WAVIER AND PETITION

This Petition and Wavier of Appeal is dated the 13th day of November, 2012 and is entered into by and between Kent and Natalie Katterheinrich, who are the fee owners of 4784 Cumberland Street, which is described below; (the aforementioned parties herein the "Petitioners").

Legal Description – 4784 Cumberland Street – PIN 13-30-23-31-0032

LOT 2, Block 1, GRAYDEN ADDITION

RECITALS

1. City water main was constructed in 2004 to service the Whispering Pines developments. Water was extended past 4784 Cumberland as part of this project in order to loop the water system.
2. The property at 4784 Cumberland Street did not participate in the cost of the water main and did not want to connect to the main at that time. Costs were established for the property that would be paid at the time of connection.
3. The Petitioners purchased the property in 2012. They are requesting to connect to City water. The Petitioners shall pay all fees and costs associated with the connection of their home to City water. In addition, the Petitioners of the above property agree that an assessment shall be levied in the amount of \$4,000.00.

PETITION

Petitioners, for themselves, their successors and assigns, hereby request that the City of Shoreview allow the connection of the property at 4784 Cumberland Street to City water and assess the amount of \$4,000.00 to said property, and said special assessment shall bear the interest at a rate of 3.00% per annum and shall be payable over a ten year period.

ACKNOWLEDGMENT

Petitioners acknowledge that the cost of the water main assessment shall be \$4,000.00 and shall be spread over a 10 year period at 3.00% interest. The first year's payment will be due with the taxes payable in 2013.

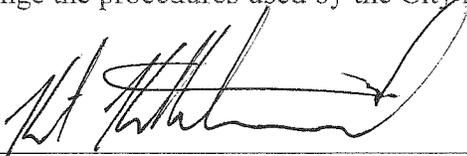
WAVIER

Petitioners hereby acknowledge that they have read the provisions of M.S> Statutes 429.081 which states:

"Within 30 days after the adoption of the assessment, any person aggrieved, who is not precluded by failure to object prior to or at the assessment hearing, or whose failure to so object is due to a reasonable cause, may appeal to the district court by serving a notice upon the mayor or clerk of the municipality. The notice shall be filed with the court administrator of the district court within ten days after its service. The municipal clerk shall furnish appellant a certified copy of objections filed in the assessment proceedings, the assessment roll or part complained of, and all papers necessary to present the appeal. The appeal shall be placed upon the calendar of the next general term commencing more than five days after the date of serving the notice and shall be tried as other appeals in such cases. The court shall either affirm the assessment or set it aside and order a reassessment as provided in section 429.071, subdivision 2. If appellant does not prevail upon the appeal, the costs incurred shall be taxed by the court and judgment entered therefor. All objections to the assessment shall be deemed waived unless presented on such appeal. This section provides the exclusive method of appeal from a special assessment levied pursuant to this chapter."

As an inducement to the City of Shoreview to allow the connection of 4784 Cumberland Street to City water, Petitioners, for themselves, their successors and assigns, hereby waive all rights which they may have by virtue of the provisions of Minnesota Statute 429.081 or any other law to challenge the amount of the special assessments as determined by the City Council; to challenge the validity of such special assessments as determined by the City Council; or to challenge the procedures used by the City in levying such special assessments.

By



Kent Katterheinrich

Date

11/13/2012

By



Natalie Katterheinrich

Date

11/13/12

PROPOSED

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

HELD NOVEMBER 19, 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 November 19, 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. 12-100

**RESOLUTION RECEIVING PETITION
ADOPTING THE ASSESSMENT ROLL
WATER ASSESSMENT FOR 4784 CUMBERLAND STREET**

WHEREAS, the property at 4784 Cumberland Street, owned by Kent and Natalie Katterheinrich, (herein "Petitioners") have water quality issues in their private well and have requested to hook to City water, and

WHEREAS, the Petitioners agree pay all fees and costs associated with the connection of their home to City water. In addition, the Petitioners agree that an assessment be levied now in the agreed amount of \$4,000.00, and

WHEREAS, the Petitioners have waived their rights to a public hearing on the proposed assessment for water main and have agreed that the assessment shall be levied as hereinafter as provided.

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

1. The petition be accepted to allow the connection of 4784 Cumberland Street and that a special assessment be levied and payable in 2013.
2. The proposed assessment for water main serving 4784 Cumberland Street, PIN 133023310032, in the amount of \$4,000.00 is hereby accepted and shall constitute the special assessment against the lands described herein and said property is found to be benefitted by the improvement in the amount shown.

3. The assessment is to be paid in equal installments extending over a period of (10) ten years, first payment to be payable on or before the first Monday in January, 2013, and shall bear interest at the rate of 3.00 percent per annum. The first installment shall include interest from the date of this resolution until December 31, 2013. The assessments are to be made payable in equal annual installment including principle and interest.
4. The Petitioners of the property so assessed, may at any time prior to certification of the assessment roll to the County Auditor, pay the entire amount of the assessment on such property with interest accrued to the date of payment to the City Treasurer, except that no interest shall be charged if said assessment is paid within 30 days from the date of the adoption of this resolution and Petitioners may at any time pay, to the County Treasurer, the entire amount of the assessment remaining unpaid with interest accrued to December 31 of the year in which prepayment is made. Such payment must be made by November 15, or interest will be charged through December 31 of the succeeding year.
5. The City Manager, or his assigns, shall transmit a certified copy of this assessment roll to the County Auditor to be extended on the property tax list on the County Auditor and such assessment shall be collected and paid over the same manner as other municipal taxes.

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 19th day of November, 2012.

PROPOSED RESOLUTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No.12-98 approving Change Order No. 2 in the amount of \$54,989.90 for the Floral Drive, County Road F and Demar Ave. Reconstruction, City Project No.12-01.

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: GLEN M. HOFFARD *GMH*
SENIOR ENGINEERING TECHNICIAN
DATE: NOVEMBER 14, 2012
SUBJECT: FLORAL DR., COUNTY ROAD F AND DEMAR AVE. RECONSTRUCTION
CITY PROJECT NO. 12-01, CHANGE ORDER NO. 2

INTRODUCTION

The attached Change Order No.2 has been prepared by staff and must be approved by Council in order to modify the contract.

BACKGROUND

On May 21, 2012, the City Council awarded a contract to C. W. Houle, Inc. in the amount of \$1,215,939.60 for the Floral Drive, County Road F and Demar Ave. Reconstruction, City Project No.12-01, and authorized the Mayor and City Manager to sign said contract. On July 16, 2012, Change Order No.1 was approved by the City Council in the amount of (\$18,150.00) which reduced the contract amount to \$1,197,789.60.

DISCUSSION

The contractor has performed additional work beyond the scope of the original contract as follows:

The Concrete Driveway Removal pay item exceeded the original contract amount due to the cul-de-sac being raised and the driveway match points moving back. A new pay item has been added to the contract as follows:

Additional Concrete Driveway Removal
452.94 SY @ \$7.90 = \$ 3,578.23

The Concrete Driveway Pavement pay item exceeded the original contract amount due to the cul-de-sac being raised and the driveway match points moving back. A new pay item has been added to the contract as follows:

Additional Concrete Driveway Pavement
452.94 SY @ \$47.00 = \$21,288.18

The Bituminous Wear Course quantity exceeded the original contract quantity. A new pay item has been added to the contract as follows:

Additional Bituminous Wear Course
118.79 Ton @ \$66.00 = \$ 7,840.14

Four existing sanitary sewer manholes had an excessive amount of adjusting rings. One foot manhole sections were installed to replace the rings. A new pay item has been added to the contract as follows:

Reconstruct Sanitary Manhole
4 EA @ \$ 913.24 = \$ 3,652.96

Existing landscape boulders had to be moved in order to install the new water service to 306 Floral Drive. The boulders were moved back to their original location. A new pay item has been added to the contract as follows:

Replace Landscape Boulders at 306 Floral Dr.
1 LS @ \$ 310.00 = \$ 310.00

Three pedestrian ramps were constructed on County Road F that were not part of the original contract. Two of the ramps were on the trail between the cul-de-sac and Hodgson Road, and one was at the trail entrance to Ramsey County Open Space. A new pay item has been added to the contract as follows:

Pedestrian Ramp
3 EA @ \$ 850.00 = \$ 2,550.00

A paver block driveway was reconstructed to match the new curb at 374 Floral Drive. A new pay item has been added to the contract as follows:

Reconstruct Paver Block Driveway at 374 Floral Dr.
1 LS @ \$ 1,360.00 = \$ 1,360.00

Paver blocks adjacent to the driveway at 287 Demar Ave. had to be removed and replaced to match the new curb. A new pay item has been added to the contract as follows:

Replace Pavers at 287 Demar Ave.
1 LS @ \$330.00 = \$ 330.00

A portion of a field stone retaining wall was removed and replaced in order to install the water service to 322 Floral Drive. A new pay item has been added to the contract as follows:

Repair Field Stone Wall at 322 Floral Dr.
1 LS @ \$300.00 = \$ 300.00

A portion of a block retaining wall was removed and replaced in order to install the new curb at 253 County Road F. A new pay item has been added to the contract as follows:

Install Salvaged Retaining Wall Block at 253 Co. Rd. F
1 LS @ \$255.40 = \$ 255.40

A timber retaining wall at 259 County Road F was removed in order to install the water service and replaced with a block wall. A new pay item has been added to the contract as follows:

Rebuild Retaining Wall at 259 Co. Rd. F
1 LS @ \$3,157.50 = \$ 3,157.50

A portion of a block retaining wall was removed and replaced in order to install the new curb at 267 County Road F. A new pay item has been added to the contract as follows:

Rebuild Retaining Wall at 267 Co. Rd. F
1 LS @ \$416.35 = \$ 416.35

The existing storm sewer outlet north of 314 Floral Drive was in poor condition and in need of replacement. The pipe was replaced with 12" HDPE pipe and will serve as the overflow for the new infiltration system constructed on Floral Drive. A new pay item has been added to the contract as follows:

Reconstruct Existing Storm Sewer
1 LS @ \$ 4,650.74 = \$ 4,650.74

An existing storm sewer manhole on County Road F was designed to function as a catch basin but did not line up with the new curb. The top slab, with a 2' x 3' opening, was replaced with a top slab with a round opening to accept a round manhole casting. A new pay item has been added to the contract as follows:

Replace Existing 60" Manhole Top Slab
1 LS @ \$ 1,318.40 = \$ 1,318.40

The contractor was asked to remove the silt buildup at the end of the storm sewer outlet by 287 Demar Ave. A new pay item has been added to the contract as follows:

Remove Silt at Storm Outlet	
1 LS @ \$ 675.00 =	\$ 675.00

Two hydrant extensions have been added to match the new boulevard grades. A new pay item has been added to the contract as follows:

Extend Hydrant	
2 EA @ \$ 872.82 =	\$ 1,655.64

One of the new hydrants on Floral Drive was too close to the curb and had to be relocated. A new pay item has been added to the contract as follows:

Relocate Hydrant	
1 LS @ \$1,651.36 =	\$ 1,651.36

Pay items have been added to the contract documents resulting in a net increase to the contract of \$54,989.90. Change Order No.2 will increase the contract amount to \$1,252,779.50. The additional cost will be funded as follows:

Street Renewal Fund	\$ 45,038.76
Surface Water Fund	\$ 6,644.14
Water Fund	<u>\$ 3,307.00</u>
Total Change Order No.2	\$ 54,989.90

RECOMMENDATION

It is recommended that Council adopt the attached proposed resolution approving Change Order No.2 for the Floral Dr, County Rd F and Demar Ave. Reconstruction, City Project No.12-01.

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

HELD NOVEMBER 19, 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 November 19, 2012 at 7:00 pm. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 12-98
APPROVING CHANGE ORDER NO.2
FOR THE FLORAL DRIVE, COUNTY ROAD F
AND DEMAR AVE. RECONSTRUCTION
CITY PROJECT NO. 12-01

WHEREAS, On May 21, 2012 the City Council awarded a contract, in the amount of \$1,215,939.60, to C. W. Houle, Inc. for the Floral Drive, County Road F and Demar Ave. Reconstruction, C.P. 12-01, and authorized the Mayor and City Manager to sign said contract, and

WHEREAS, On July 16, 2012, Change Order No.1, in the amount of (\$18,150.00) was approved by the City Council and revised the contract amount to \$1,197,789.60, and

WHEREAS, Change Order No. 2, in the amount of \$54,989.90, has been prepared in order to address certain changes or modifications to the original contract, and

WHEREAS, said changes and modifications to the project will increase the contract amount to \$1,252,779.50, and

WHEREAS, the Director of Public Works has recommended approval of proposed Change Order No. 2.

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

1. That Change Order No. 2, in the amount of \$54,989.90, resulting in a revised contract amount of \$1,252,779.50 is hereby approved, and

2. Change Order No.2 will be funded as follows:

Street Renewal Fund	\$ 45,038.76
Surface Water Fund	\$ 6,644.14
Water Fund	<u>\$ 3,307.00</u>
Total Change Order No.2	\$ 54,989.90

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 19th day of November, 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 19th day of November, 2012, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the approval of Change Order No. 2, for the Floral Drive, County Road F and Demar Ave. Reconstruction, C.P #12-01.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 20th day of November, 2012.

SEAL

Terry C. Schwerm
City Manager

CITY OF SHOREVIEW CONTRACT CHANGE ORDER

Project:	Floral Dr. County Rd. F & Demar Ave. Reconstruction
City Project No.:	12-01
Change Order Number:	2 (Two)
Date:	November 19, 2012
Contractor:	C. W. Houle, Inc.

The additions, revisions and corrections contained herein shall be made to the Contract Documents for the project and shall become part of the Scope of Work.

ADD:

Additional Concrete Driveway Removal 452.94 SY @ \$7.90 =	\$ 3,578.23
Additional Concrete Driveway Pavement 452.94 SY @ \$47.00 =	\$21,288.18
Additional Bituminous Wear Course 118.79 T @ \$66.00 =	\$ 7,840.14
Reconstruct Sanitary Manholes 4 EA @ \$913.24 =	\$ 3,652.96
Replace Landscape Rocks 1 LS @ \$310.00 =	\$ 310.00
Pedestrian Ramp W/Truncated Domes 3 EA @ \$850.00 =	\$ 2,550.00
Replace Paver Block Driveway @ 374 Floral Dr. 1 LS @ \$1,360.00 =	\$ 1,360.00
Replace Pavers @ 287 Demar Ave. 1 LS @ \$330.00 =	\$ 330.00
Replace Field Stone Wall @ 322 Floral Dr. 1 LS @ \$300.00 =	\$ 300.00
Install Salvaged Retaining Wall Block @ 253 Co. Rd. F 1 LS @ \$255.40 =	\$ 255.40

Rebuild Retaining Wall @ 259 Co. Rd. F 1 LS @ \$3,325.00 =	\$ 3,157.50
Rebuild Retaining Wall @ 267 Co. Rd. F 1 LS @ \$416.35 =	\$ 416.35
Reconstruct Existing Storm Sewer 1 LS @ \$4,650.74 =	\$ 4,650.74
Replace 60" Manhole Top Slab 1 LS @ \$ 1,318.40 =	\$ 1,318.40
Remove Silt @ Flared End 1 LS @ \$675.00 =	\$ 675.00
Extend Hydrant 2 EA @ \$827.82 =	\$ 1,655.64
Relocate Hydrant 1 LS @ \$1,651.36 =	\$ 1,651.36
Total Change Order No.2	<u>\$54,989.90</u>

SUMMARY:

Original Contract Amount:	\$ 1,215,939.60
Change Order No.1 Deduct	\$ -18,150.00
Change Order No. 2 Addition	\$ <u>54,989.90</u>
Amended Contract Amount	\$ 1,252,779.50

APPROVALS:

APPROVED BY: City of Shoreview

By: _____ Title: Assistant City Engineer Date: _____

ACCEPTED BY: C. W. Houle, Inc.

By: _____ Title: _____ Date: _____

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 12-102 establishing the project and ordering the preparation of a report determining the feasibility of a water main extension to the Gaston, Grove, St. Albans Neighborhood, City Project 13-03.

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: NOVEMBER 19, 2012

SUBJECT: WATER MAIN EXTENSION TO THE GASTON, GROVE,
ST. ALBANS NEIGHBORHOOD, CITY PROJECT # 13-03
AUTHORIZE THE PREPARATION OF A FEASIBILITY REPORT

INTRODUCTION

Improvement projects that may require an assessment are initiated by the City Council directing the City Engineer to prepare a feasibility report. Pursuant to the Chapter 429 of State Statutes, and consistent with the City's past practice on improvement projects, it is required that the Council authorize the preparation of a feasibility report for the Gaston, Grove, St. Albans Neighborhood Water Main Extension, City Project 13-03.

DISCUSSION

Currently a majority of the properties located along Gaston Avenue, Grove Avenue, and St. Albans do not have access to City Water. A map showing the location of these properties is attached. Water main was installed on Hodgson Road in 1979 and stubbed into Grove and Gaston Avenues, but was not installed within neighborhood.

In an effort to provide residents a safe and reliable source of water and improve public safety, over the past several years the City has emphasized the extension of water main and services into neighborhoods that did not have access to City water. Due to these projects the number of residential neighborhoods without access to City water has been significantly reduced. The Gaston, Grove, St. Albans neighborhood is one of the last remaining areas with a high concentration of residential homes that do not have access to City water.

The City's 2013 Capital Improvement Plan includes a project to rehabilitate local street segments at various locations throughout the City. Based on the condition of the pavement it was determined that Gaston Avenue, Grove Avenue, and St. Albans from Gaston to Grove should be included in the project. As per the City's Street Renewal Policy, all underground utility systems required to service the area must be installed prior to the implementation of major street improvements. Given the requirement of this policy, City water would need to be installed within the neighborhood prior to the rehabilitation of the streets.

An informational meeting was held on November 8, 2012 for the residents that currently do not have access to City water. Residents were provided information on typical construction associated with water main installation and street rehabilitation, the City's assessment policy, estimated assessment, and the feasibility study and public hearing process.

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

RECOMMENDATION

It is recommended that the City adopt Resolution 12-102 establishing the project and ordering the preparation of a feasibility report for a water main extension to the Gaston, Grove, St. Albans Neighborhood.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD NOVEMBER 19, 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 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. 12-102

ORDERING PREPARATION OF A FEASIBILITY REPORT
FOR THE
GASTON, GROVE, ST. ALBANS NEIGHBORHOOD WATER MAIN EXTENSION
CITY PROJECT 13-03

WHEREAS, the lack of access to City water within the project area warrants the preparation of a feasibility report to determine if the proposed water main extension is technically and financial feasible, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to the Minnesota Statutes, Chapter 429.

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

1. The Grove, Gaston, St. Albans Neighborhood Water Main Extension is hereby established as City Project 13-03.
2. That the proposed improvement be referred to the City Engineer for study and that he is instructed to report to the Council with all convenient speed advising them in a preliminary way as to whether the proposed improvement is feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 19th day of November 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 19th day of November 2012, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to ordering the feasibility report for the Gaston, Grove, St. Albans Neighborhood Water Main Extension, City Project 13-03.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 20th day of November 2012.

Terry Schwerm
City Manager

SEAL

Proposed Motion

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Resolution No. 12-103, approving the 2nd Amendment to the TIF Development Agreement for the Phase II retail development with Venture Pass Partners, LLC, subject to the terms and conditions described in said agreement.

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

To: Mayor and City Council Members

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: November 15, 2012

Re: Approval of Second Amendment to the TIF Development Agreement for Phase II – Red Fox Retail Project (Venture Pass Partners, LLC)

Introduction

The City Council is being asked to consider approval of a 2nd amendment to the executed tax increment financing (TIF) development agreement relating to the Phase II development of the Red Fox Road retail project. The proposed amendment is being recommended to reflect the assignment of the Phase II development to a new entity named Venture Pass Partners, LLC from the prior development group DPS-Shoreview, LLC, and also revises the terms for which the City provides payment for the previously agreed upon financial assistance for the Phase II anchor tenant.

Discussion

Last year, the City approved the phased commercial development along Red Fox Road near Lexington Avenue just north of the Super Target, along with a financial assistance package of up to \$1.545 million in tax increment support to facilitate the development to bring new retail services and restaurants to the community. Terms of the agreement included \$845,000 of City tax increment assistance for the Phase I retail center development (which has been completed and assistance paid to the developer) and up to a maximum of \$700,000 in additional support if an agreed upon preferred anchor tenant is secured for the Phase II building pad.



Construction work on Phase I retail center project was completed and most tenants have opened. The retail center includes Chipotle, Leeann Chin and Five Guys Burgers restaurants, along with Massage Retreat Spa and Sport Clips hair salon. Five Guys Burgers will be the last of the tenants to open, which is expected in the next couple of weeks.

The developer recently informed the City that they have now reached a tentative agreement, subject to execution of a formal lease, with a specialty market anchor tenant that was desired by the City. The development site and building plans for the Phase II anchor are being prepared and will be considered by the Planning Commission at a special meeting on December 13th, with City Council review expected at the December 17th meeting. The developer would like to commence construction of the Phase II building as soon as approvals are obtained, with the goal of delivering the building to the tenant by June, 2013.

There are three main purposes for the proposed 2nd Amendment to the TIF Development Agreement being presented for EDC review, as described below:

1. A new development entity, Venture Pass Partners, LLC, has split off from the original developer, DPS-Shoreview, LLC, and will be the responsible party for Phase II of the retail development. All outstanding obligations and terms of the previous executed agreements will still be the responsibility of DPS-Shoreview, LLC, except where certain conditions specific to Phase II will now be terms and conditions of this amended agreement with Venture Pass Partners, LLC.
2. The previous agreed upon terms of the TIF Development Agreement stipulated that the City would reimburse the developer up to a maximum of \$700,000 for Phase II upon completion. The temporary authority for tax increment pooling under the special legislation requires that the City must expend these funds by the end of this year. Given that the Phase II anchor building will not be completed until 2013, the City must revise the terms of the Phase II assistance in order to conform to the law. The 2nd Amendment revises the terms that the City will now provide the money when the developer closes on their financing for Phase II and produces an executed lease agreement with the preferred anchor tenant.
3. When the City adopted the 1st Amendment to the TIF Development Agreement, agreeing to increase our Phase II assistance from the original \$500,000 to \$700,000, the developer in turn agreed that they would secure an equal \$200,000 concession from the purchase price from the property owner, City and County Employee Credit Union. The 2nd Amendment includes an acknowledgement that the developer was only able to negotiate a \$150,000 reduction in the purchase price from the owner.

Additionally, there is one other provision being recommended for inclusion in the proposed 2nd amendment to the TIF development agreement relating to signage for the Phase II anchor. The recent separation of some of the business partners associated with the original developer DPS-Shoreview, LLC (a/k/a Stonehenge USA) has resulted in some legal disputes involving contractual arrangements on several development projects. Some of the original partners of DPS-Shoreview, LLC who have now broken off and created Venture Pass Partners, LLC to develop Phase II, have expressed some concern regarding previously agreed to provisions for

joint signage for Lots 1 and 2. The master planned unit development allowed for a single monument sign along Red Fox Road and a single monument sign along the I-694 frontage to be shared by all retail tenants of Lots 1 (anchor store) and 2 (retail center). Both of these signs have been constructed and include (or will soon include) all of the tenants of the retail center, with a large vacant panel dedicated for use by the anchor tenant of Lot 1.

Venture Pass Partners, LLC, while still confident they have the legal right to utilize the shared monument signs for the anchor tenant, have some concern that the owner of the Lot 2 retail center may try to impede their use of the freeway sign. This uncertainty creates an issue with the execution of a lease agreement between Venture Pass Partners, LLC and the anchor store, therefore, it has been requested that the City allow for the anchor store to construct their own monument sign on Lot 1 along the I-694 frontage in case the developer does not secure the right to utilize the joint sign. Staff had suggested this allowance of a separate monument sign along the freeway be considered with development approvals for the Lot 1 anchor store in December, however, the developer has requested a condition be included in the 2nd amendment to the development agreement as they negotiate with their former development partner on use of the existing sign and also execute a lease with the anchor store. The condition included in the 2nd amendment requires that any separate monument sign proposed for Lot 1 must match the architectural design and materials of the existing signs and conform to City regulations.

Recommendation

The Economic Development Authority reviewed the proposed changes at their November 13th meeting, and unanimously recommended approval of the 2nd Amendment to the TIF Development agreement with Venture Pass Partners, LLC. Staff also recommends approval of the amended agreement relating to the development of Phase II/Lot 1 of the Red Fox Road retail project.

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 12-103

**RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT
TO A DEVELOPMENT AGREEMENT ORIGINALLY ENTERED INTO
WITH DPS-SHOREVIEW, LLC.**

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

WHEREAS, the City of Shoreview, Minnesota (the "City") has heretofore approved the establishment of Tax Increment Financing District No. 5 (the "District") pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, section 469.176, subd. 4m, of the Tax Increment Act provides that tax increment authorities may use tax increments from their tax increment districts to provide improvements, loans, interest rate subsidies, or assistance in any form to private developments consisting of the construction or substantial rehabilitation of buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs, and if the construction commences before July 1, 2012, and would not have commenced before that date without the assistance; and

WHEREAS, the City entered into a Development Agreement (the "Agreement") dated as of December 22, 2011, with DPS-Shoreview, LLC (the "Developer"), pursuant to which the Developer commenced prior to July 1, 2012, construction of a two phased commercial development on certain land in the City; and

WHEREAS, the Developer represented to the City that it would not commence construction of the commercial development and would not commence such construction by July 1, 2012, absent the City's agreement to provide financial assistance to the Developer using tax increment revenues from the District; and

WHEREAS, the Developer has assigned its rights and obligations under the Agreement as it relates to the second phase of the commercial development to Venture Pass Partners, LLC, and Venture Pass Partners, LLC has requested that the City agree to amend the Agreement to allow Venture Pass Partners, LLC, additional time in which to submit to the City evidence of financing to complete the second phase of its development and to modify the conditions on which the City will provide some of the financial assistance to be provided in connection with the second phase of the development; and

WHEREAS, the City has determined that consenting to the changes in the Agreement requested by the Developer is in the best interests of the City and the state of Minnesota, will

create or retain construction jobs in the state, will create long term employment opportunities in the Improvements, will result in the construction of necessary public improvements in the City, will facilitate the development of land that is currently underutilized; and

WHEREAS, there has been presented to the City Council of the City a proposed Second Amendment to Development Agreement (the "Amendment") between the City and the Venture Pass Partners, LLC, amending certain terms of the Agreement.

NOW, THEREFORE, the City Council of the City does hereby approve the Amendment in substantially the form presented to the City Council subject to such modifications as the City Manager and legal counsel may approve.

Adopted this 19th day of November, 2012.

Mayor

Attest: _____

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT (“Second Amendment”), made on or as of the ____ day of November, 2012, by and between the City of Shoreview, a statutory city under the laws of the State of Minnesota (hereinafter referred to as the "City"), and having its principal office at City Hall, 4600 North Victoria Street, Shoreview, Minnesota 55126, and Venture Pass Partners, LLC, a Minnesota limited liability company having its principal office at 19620 Waterford Court, Shorewood MN 55345 (hereinafter referred to as the "Phase II Developer") (successor in interest to DPS-Shoreview, LLC (“Original Developer”) as provided in the following recitals), and amends that certain Development Agreement dated as of December 22, 2011, between the Authority and the Original Developer, which Development Agreement has been amended by First Amendment to Development Agreement dated as of June 18, 2012 (“First Amendment”) between the Authority and Original Developer (which Development Agreement as amended by the First Amendment is referred to herein as the “Agreement”).

WITNESSETH:

WHEREAS, the City and Original Developer entered into the Agreement pursuant to which the City agreed to provide certain financial assistance to the Original Developer to enable the Original Developer to undertake the development of a two phased commercial development, comprised of Phase I and Phase II, as defined in the Agreement, on certain real property in the City, comprised of Parcel I (i.e. the Phase I Property described on Schedule A of the Agreement) and Parcel II (i.e. the Phase II Property described on Schedule A of the Agreement) (collectively, the “Property”); and

WHEREAS, the First Amendment increased the amount of the assistance to be provided by the City to the Original Developer in connection with the development of Phase II but only on the condition that the seller of the Parcel II agreed to an equal reduction in the purchase price for Parcel II; and

WHEREAS, the Original Developer has assigned to the Phase II Developer, all of the Original Developer’s rights in and to Parcel II and Phase II, including without limitation the right to acquire title to Parcel II and all rights in and to the Agreement with respect to Parcel II and Phase II, as evidenced by the assignment document attached hereto as Exhibit A, and the City hereby consents to such assignment.

WHEREAS, the City has determined to modify the condition on which it will provide the Phase II Developer the additional assistance for Phase II.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. The above Recitals are true and correct and constitute a part of this Second Amendment. All capitalized terms contained herein that are not defined in this Second Amendment shall have the meanings of such terms as defined in the Agreement.

Section 2. The Agreement initially provided that the City would provide financial assistance in the amount of \$500,000 in connection with the development of Phase II (the "Phase II Assistance"). The First Amendment to the Agreement increased the amount of the Phase II Assistance by up to an additional \$200,000 but subject to the condition that the seller of Parcel II reduces the purchase price to be paid by the Original Developer for Parcel II by an equal amount. The City agrees that it will increase the Phase II Assistance to the Phase II Developer by \$200,000, from \$500,000 to \$700,000, because the Phase II Developer has secured a purchase price reduction from the seller of Parcel II in the amount of \$150,000, as evidenced by the instrument attached hereto as Exhibit B. Such additional amount will be used to reimburse the Phase II Developer for qualified expenses for which the Phase II Assistance may be spent. Payment of any of the Phase II Assistance is still subject to all of the conditions precedent contained in the Agreement that pertain to Phase II; provided, however, that Section 3.3(b)(ii), Section 3.3(b)(iii), and Section 3.3(b)(iv) are hereby deleted in their entirety and replaced with the additional condition precedent (i.e. new Section 3.3.(b)(ii)) that provides as follows:

"3.3(b)(ii) the Developer shall have demonstrated to the City's satisfaction that the Developer has paid costs to acquire Parcel II or construct Phase II in an amount equal to or in excess of the Phase II Assistance."

Further, Section 3.3(b) is amended to provide that the City will provide the Phase II Assistance to the Developer at the time that the Developer closes on its financing to acquire Parcel II and construct Phase II.

Further, the last sentence of Section 3.3(c) is hereby deleted in its entirety.

Section 3. The City acknowledges that Original Developer's (and consequently, the Phase II Developer's) obligation to commence construction of Phase II by June 30, 2012 pursuant to Section 4.2(b) of the December 22, 2011 Development Agreement has been met and satisfied.

Section 4. There is added a new Section 4.2(c) to read as follows:

"(c) In the event the developer of Lot 1/Phase II of the Red Fox Road retail project, Venture Pass Partners, LLC (or its successor), is not able to reasonably secure rights from the development entity for Lot 2/Phase I, DPS-Shoreview, LLC (or its successor) to jointly use the existing tenant pylon sign along the Interstate 694 frontage of Lot 2 for identifying the Phase II anchor tenant as previously required in the approved Planned Unit Development, and as stated in the approved Comprehensive Sign Plan, the City of Shoreview agrees to allow a separate freestanding pylon sign on Lot 1 for the Phase II retail user consisting of a single masonry/stone pier similar in design and materials to the existing Phase I pylon, subject to submission of a sign plan consistent with the architectural design and materials of the existing signs and conformance to the City's sign regulations."

Section 5. Section 7.1 of the Agreement is hereby amended by changing the date by which the Developer must provide evidence of financing for Phase II from December 1, 2012, to December 31, 2012.

Section 6. Section 8.1(b) of the Agreement is hereby amended to read as follows:

“(b) Except for any willful misrepresentation or any willful or wanton misconduct or negligence of the following named parties, and excluding any liability accruing to the City under Minnesota Statutes Ch. 469 (except for liability arising as a result of any misrepresentation by Developer) the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Improvements.”

Section 7. From and after the date hereof the City will only look to Original Developer for performance of the obligations of the Developer under the Agreement regarding Parcel I and Phase I and will only look to Phase II Developer for performance of the obligations of the Developer under the Agreement regarding Parcel II and Phase II. Phase II Developer agrees to assume and perform all of the Developer’s obligations and responsibilities under the Agreement as it relates to Parcel II and Phase II.

Section 8. The Agreement, as amended by this Second Amendment, shall be binding upon and inure to the benefit of the successors and assigns of the Phase II Developer, including Shoreview Ventures, Inc., a Minnesota corporation. The Phase II Developer shall promptly notify the City in writing of such assignment.

Section 9. All other terms of the Agreement shall remain in full force and effect.

[remainder of page left intentionally blank – signatures follow on next page]

IN WITNESS WHEREOF, the Authority has caused this Amendment to be duly executed in its name and behalf and the Developer has caused this Amendment to be duly executed on or as of the date first above written.

CITY OF SHOREVIEW

By _____

Its _____

and

By _____

Its _____

VENTURE PASS PARTNERS, LLC

By _____

Its _____

STATE OF MINNESOTA)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ and _____, the _____ and _____ of the City of Shoreview, a statutory City, on behalf of the City.

Notary Public

STATE OF MINNESOTA)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____, the _____ of Venture Pass Partners, LLC, a Minnesota limited liability company, on behalf of the company.

EXHIBIT A
TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

(Page 1 of 2)

ASSIGNMENT AND ASSUMPTION OF
SHOREVIEW PROJECT CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF SHOREVIEW PROJECT CONTRACTS (the "Assignment") is made effective the 20 day of September 2012 by and between DPS-Shoreview, LLC, a Minnesota limited liability company, ("Assignor") and Venture Pass Partners, LLC a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor, as seller, entered into a Spin Off Agreement with Assignee, as purchaser, dated August 31, 2012 ("Spin Off Agreement"), for the purchase and sale of the "Shoreview Project Contracts" for the Shoreview Phase II Project (the "Shoreview Project"); and

WHEREAS, the Shoreview Project is located at 1041 Red Fox Road, Shoreview, MN and

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all of Assignor's right, title, and interest in, under, and to all of the "Shoreview Project Contracts", including all amendments and modifications thereto, and including but not limited to all documents, letters, reports, studies, appraisals, surveys, title reports, Geotech reports, work-product and knowledge which also includes the Purchase Agreement dated August 8, 2009 and all contracts and earnest money of the Assignor and/or its affiliates ancillary to the Shoreview Project and Assignee desires to accept such assignment;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and the mutual benefits to be gained by the performance hereof, and the receipt of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assignor's Interest in Shoreview Project Contracts. Assignor hereby assigns, transfers, conveys and delivers to Assignee, effective as of the date of this Assignment, all of Assignor's right, title, and interest in, under, and to all of the Shoreview Project Contracts.

2. Assignee accepts this assignment of Assignor's Interest in Shoreview Project Contracts.

EXHIBIT A
TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

(Page 2 of 2)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first above written.

ASSIGNOR:

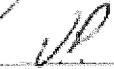
DPS-Shoreview, LLC

By: 
Alm J. Dale

Its: Chief Manager & President

ASSIGNEE:


Venture Pass Partners, LLC

By: 
Its: 

[Signature page to Assignment and Assumption of Shoreview Project Contracts]

EXHIBIT B

TO SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

(Page 1 of 1)

EXHIBIT A TO TENTH AMENDMENT OF PURCHASE AGREEMENT

Estoppel

The undersigned, City and County Credit Union, a Minnesota credit union, who is the fee owner of the real property legally described as "Lot 1, Block 1, CCCU Commercial Addition, according to the recorded plat thereof, Ramsey County, Minnesota" (herein "Phase II") and the Seller under an executory purchase agreement, as amended (the "Purchase Agreement") for the purchase and sale of Phase II by Seller to Venture Pass Partners, LLC, as Buyer ("Buyer") (as successor in interest to DPS-Shoreview, LLC), hereby represents and certifies to Buyer and the City of Shoreview, Minnesota, that Seller and Buyer have entered into a written amendment to the Purchase Agreement which confirms the parties agreement to reduce the original purchase price for Phase II by \$150,000.

In witness whereof, the undersigned has executed this Estoppel as of the day and year written below.

City and County Credit Union

BY: 

ITS: President

DATE: 10/09/2012

PUBLIC HEARING AGENDA

Purpose: WELLHEAD PROTECTION PLAN
PART 2

Published Time: 7:00 P.M.

Published Date: OCTOBER 24, 2012

Affidavit of Publication: OCTOBER 24, 2012

Review of Affidavit of Publication
by City Attorney: _____

Open Public Hearing - Time: _____

Hearing Discussion

MOVED TO CLOSE PUBLIC HEARING

BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt the Wellhead Protection Plan and direct the Public Works Director to submit the Plan to the Minnesota Department of Health.

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, DIRECTOR OF PUBLIC WORKS
DATE: NOVEMBER 14, 2012
SUBJ: PUBLIC HEARING FOR
WELLHEAD PROTECTION PLAN – PART 2

INTRODUCTION

According to the state wellhead protection rule the City is required to complete a two part Wellhead Protection Plan by December 2, 2012. Part 1 of the plan was completed December 2010 and work began on Part 2 of the plan in November 2011. Part 2 of the plan is now complete and was submitted to the Minnesota Department of Health for review and approval. As part of the approval process the City must hold a public information meeting for the general public.

DISCUSSION

Under statutory authority the Minnesota Department of Health has required all communities with public water supply wells to complete wellhead protection plans. Wellhead protection is a means of protecting public water supply wells by preventing contaminants from entering the area that contributes water to the well or well field over a period of time. The City of Shoreview has six public water wells.

Part 1 of the wellhead protection plan presented the delineation of the wellhead protection areas, the drinking water supply management area (DWSMA), and the vulnerability assessments for the City's wells and aquifers within the DWSMA. The information from Part 1 of the plan was used to determine the scope for Part 2 of the plan. Part 1 of the plan was completed and accepted by the Minnesota Department of Health in December 2010.

Part 2 of the wellhead protection plan (executive summary attached) consists of 1) inventory of potential contaminants of concern within the DWSMA; 2) issues, problems, and concerns within the DWSMA; 3) goals, objectives, and action strategies to address the issues and concerns with the DWSMA; 4) a plan evaluation strategy; and 5) a contingency strategy in the event of water system disruption.

In late 2011 a consultant was hired by the City to complete part 2 of the plan. The plan is complete and was submitted to the Minnesota Department for review and approval. An additional requirement of completing part 2 included submitting a copy of the plan to the local units of governments located with the delineated areas described above that included; Ramsey County, White Bear Township, Arden Hills, Vadnais Heights, North Oaks, St. Paul Regional

Water, Ramsey County Conservation District, Vadnais Lake WMO, Rice Creek Watershed District, Ramsey Washington Metro Watershed District, and the Metropolitan Council Environmental Services. The City must also conduct a public hearing as a general informational meeting as the final requirement of Part 2 of the Wellhead Protection Plan.

RECOMMENDATION

Nancy Ziegler from the firm WSB is scheduled to provide an overview of Part 2 of the Wellhead Protection Plan. The Council should conduct the Public Hearing and record any comments. After the close of the public hearing it is recommended the Council adopt the Wellhead Protection Plan and direct the Public Works Director to submit the Plan to the Minnesota Department of Health.

EXECUTIVE SUMMARY

The Wellhead Protection Plan (the Plan or WHPP) for the City of Shoreview (City) addresses the six municipal water supply wells used by the City (Wells No. 2, 3, 4, 5, 6, and 7) and the associated source water aquifer. Wellhead protection helps to prevent contaminants from entering drinking water supply wells. The plan was prepared in accordance with requirements of Minnesota Rules 4720.5100 to 4720.5590.

Part 1 of the Plan was completed in September 2010. Part 1 of the wellhead protection plan presented the delineation of the Wellhead Protection Areas (WHPA) and the drinking water supply management area (DWSMA) and the vulnerability assessments for the system's wells and aquifers within the DWSMA. Part 1 of the Plan was submitted to the Minnesota Department of Health (MDH) and approved on December 21, 2010. The boundaries of the WHPA/DWSMA are shown in **Figure 1, Appendix B**. Water supply wells covered by this delineation and this Part 2 Plan are listed on **page 8**. The DWSMA extends into a portion of Arden Hills, Vadnais Heights, White Bear Township, and North Oaks.

The *vulnerability assessment* for the aquifers within the DWSMA was performed using available information and indicates that the vulnerability of the aquifers used by the system varies from high to low. The results of the aquifer vulnerability assessment determine *what types of potential contamination sources* must be managed within the DWSMA:

- Low vulnerability areas – wells
- Moderate vulnerability areas – wells and tanks
- High vulnerability areas – all land uses and potential contaminant sources

In addition, large sewer systems, cesspools, and automotive disposal systems must be inventoried throughout the DWSMA. This information was presented to the WHP Team during the Second Scoping meeting held with the MDH on February 17, 2011, when the requirements for Part 2 content was outlined and discussed in detail.

This portion of the Plan, Part 2, includes:

- A review of applicable data elements and their assessments
- The results of a potential contaminant source inventory within the DWSMA
- Identification of potential changes and their impact on the DWSMA
- A discussion of issues, problems and opportunities
- Wellhead protection goals
- Objectives and plan of action related to goals
- A WHPP evaluation program
- An alternate water supply contingency program

The goals and objectives of this Plan focus on managing potential contaminant sources within the DWSMA, reducing the potential contaminant pathways to the source water aquifer that may be provided by private wells, educating property owners and water supply users, and working with Vadnais Heights, Arden Hills, North Oaks and White Bear Township to ensure proper management of the portion of the DWSMA in their respective community.

The City of Shoreview's WHP team has identified the following goals for implementation of this Plan:

GOAL 1: The City will work to maintain or improve the current level of water quality so that the municipal water supply will continue to meet or exceed all applicable state and federal water quality standards.

GOAL 2: The City will work to continue to supply sufficient water quantity for system users and emergency needs.

GOAL 3: The City will provide and promote activities that protect the source water aquifer that provides water to the municipal system. This will include increased public awareness of the Wellhead and Source Water Protection Program and groundwater-related issues, and management of the identified potential contaminant sources and conveyance mechanisms within the DWSMA.

GOAL 4: The City will continue to collect data to support future wellhead and source water protection efforts.

Implementation of these goals will be achieved through direct management efforts to the following areas to prevent future contamination of the aquifer and increase awareness of groundwater protection:

- A. Well Management
- B. Public Education
- C. Storage Tank Management
- D. Septic Systems (ISTS)
- E. Stormwater Management
- F. Hazardous Waste Management
- G. Data Collection
- H. Water Conservation
- I. Planning and Zoning

The success of the Wellhead Protection Plan must be evaluated in order to determine whether or not the Plan is accomplishing what the City of Shoreview intended to do. Monitoring and evaluation of the Wellhead Protection Plan and associated activities will be conducted every two years that the Plan is in effect.

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To retain 685 Gramsie Road as the official street address for the property owned by Thomas and Sitara Hills, Property Identification Number 26-30-23-11-0053.

ROLL CALL: AYES _____ NAYS _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

ALTERNATE MOTION (*changing the street address*)

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Ordinance #900, changing the official street address for 685 Gramsie Road to 1 Waldon Lane in accordance with the request submitted by the property owners, Thomas and Sitara Hills; Property Identification Number 26-30-23-11-0053.

ROLL CALL: AYES _____ NAYS _____

Huffman	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
November 19, 2012

TO: Mayor, City Council, City Manager
FROM: Kathleen Nordine, City Planner
DATE: November 16, 2012
SUBJECT: Change of Address Request - Thomas and Sitara Hills, 685 Gramsie Road

Introduction

Thomas and Sitara Hills are requesting that the City Council change the official street address of their property, 685 Gramsie Road, to 1 Waldon Lane. The Hills are requesting this change in response to a recent notification they received from the City Staff verifying the official street address of their property as 685 Gramsie Road. The Hills have been using the 1 Waldon Lane address since 1993, and it was also used by the previous property owner.

In accordance with Minnesota State Statute 412.221, Subd. 18, the City Council by ordinance has the power to rename/name streets and assign addresses to properties in the City.

Background

In September, Vic Barnett of the Ramsey County Emergency Communication Center contacted City Staff regarding some of the street names and addresses in the City. The intent was to clarify street names and addresses to ensure that they were properly identified in their database system which is used when dispatching calls for police, fire and medical services. A review of County and City records found that there was no street named Waldon Lane in Shoreview, even though the property is addressed off of Waldon Lane. The Staff concluded that in 1964 the official address of this property was designated as 685 Gramsie Road. Based on this finding, Staff notified public service agencies that this was the correct address for the property.

Mr. Hills has stated that the 1 Waldon Lane address of the property has been used since 1964 when Wally and LaDon Johnson built the home on the property. Waldon is a combination of their names. He has indicated that he has not had any problems with service delivery or emergency service providers finding the property. The Hills have used this address since purchasing the property in 1993. The United States Postal Service has recognized the address as 1 Waldon Lane for a number of years even though that address is not the official street address in City records.

Staff Review

The City Staff did review our records and found that the 685 Gramsie Road address was assigned in 1964 when a building permit was issued to construct a single-family home on the property. This address has been used consistently in our record management systems. In some cases, our records refer to the property as both 685 Gramsie Road and 1 Waldon Lane, with the property owner receiving mail at the 1 Waldon Lane address. The first record of Waldon Lane on City

documents dates back to 1995. No ordinance has ever been adopted by the City changing the address of the property to 1 Waldon Lane.

The records of other agencies were also reviewed by Staff, including Ramsey County and the United States Post Office, and found that 1 Waldon Lane was being used as the mailing address for the property.

The property has street frontage on Gramsie Road. There is no platted, publically dedicated street or approved private street named Waldon Lane that provides access to the property. The address is also not consistent with the street numbering system used in the City. Staff is concerned that use of the Waldon Lane address and/or two different addresses for this property creates confusion among public service agencies, including law enforcement and emergency response. The Fire Chief and representatives from the Sheriff's Office have indicated that they are not aware of a street named Waldon Lane in Shoreview and that addresses with only one or two numbers are generally found in North Oaks. Other addresses in Shoreview and other Cities contracting for police and fire services are on a grid system that have three or four numbers.

Recommendation

While the City Staff does understand the property owner's attachment and personal history related to the 1 Waldon Lane address, we do not believe it should be changed due to the potential confusion and delay in response for emergency responders. Again, there is no street of record or approved private drive for Waldon Lane and the street number is not consistent with the City's Street numbering system. Staff is recommending the official address for the property remain as 685 Gramsie Road.

If the Council desires to change the address, an alternate motion is included adopting Ordinance #900 that would change the address to 1 Waldon Lane.

Attachments

- 1) Ordinance #900
- 2) Location map
- 3) Emails – Tom and Sitara Hills
 - a. Requesting change of address
 - b. History of address
- 4) Letter dated Sept. 21, 2012 to Thomas and Sitara Hills
- 5) Memo dated October 1, 2012 regarding clarification of address

CITY OF SHOREVIEW

ORDINANCE NO. 900

AN ORDINANCE CHANGING THE OFFICIAL STREET ADDRESS
OF 685 GRAMSIE ROAD
TO 1 WALDON LANE

THE COUNCIL OF THE CITY OF SHOREVIEW ORDAINS:

Section 1. The Official Street Address of 685 Gramsie Road, Property Identification Number 26-30-23-11-0053, is hereby changed to 1 Waldon Lane.

Section 2. This ordinance shall become effective one day after publication.

Sandra C. Martin, Mayor

Adopted November 19, 2012
Published _____
Effective _____



Thomas and Sitara Hills



NAD_1983_HARN_Adj_MN_Ramsey_Feet
 © Ramsey County Enterprise GIS Division

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

Legend

- County Offices
 - City Halls
 - Schools
 - Hospitals
 - Fire Stations
 - Police Stations
 - Recreational Centers
 - Parcel Points
 - Parcels
- GISRASTER.GISPUB.IMAGE,
 High : 255
 Low : 0

Notes



Kathleen Nordine <knordine@shoreviewmn.gov>

1 Waldon Lane

T_Hills126@comcast.net <T_Hills126@comcast.net>

Fri, Oct 12, 2012 at 11:24 AM

To: Kathleen Nordine <knordine@shoreviewmn.gov>, TERRY SCHWERM <tschwerm@shoreviewmn.gov>

Hello Kathleen and Terry,

Re: Our address of "1 Waldon Lane"

We would like to present our case to the Shoreview City Council soon. The dates of November 5th or 19th would work for us.

It appears that Kathleen has already gone ahead and made changes which we would like to have reversed.

We would like to keep "1 Waldon Lane" as our mailing address as it has been since 1964.

Thank you,

Tom and Sitara Hills

From: "Kathleen Nordine" <knordine@shoreviewmn.gov>**To:** "T Hills126" <T_Hills126@comcast.net>**Cc:** "TERRY SCHWERM" <tschwerm@shoreviewmn.gov>**Sent:** Wednesday, October 10, 2012 11:01:39 AM

[Quoted text hidden]

[Quoted text hidden]

EXCERPT FROM EMAIL

From: T_Hills126@comcast.net [mailto:T_Hills126@comcast.net]
Sent: Friday, October 12, 2012 12:18 PM
To: tboehlke@ljfd.org
Subject: Preserving our Mailing address: 1 Waldon Lane, Shoreview

Hello Fire Chief Boehlke,

This email is regarding our wish to preserve our mailing address of "1 Waldon Lane, Shoreview, MN 55126"

To give you some background, our home in Shoreview was built in 1964 by Wally and LaDon Johnson. They had used the address of "1 Waldon Lane" since 1964. "Waldon" is a combination of their names Wally and LaDon.

Mr. Johnson was a leader, entrepreneur and business owner in the Shoreview community. He was a man of great integrity and character. He liked to do things in a unique way. I knew Mr. and Mrs. Johnson well. I grew up next door to them and took care of the house and property ever since I was 14 years old.

In 1993 my wife and I purchased the house from Wally and LaDon Johnson.

Since we have lived here, we have not had any problems with the postal service, delivery services (Fedex, UPS) or law enforcement knowing where our address is. We are also shown on Google Maps.

City Council:
Sandy Martin, *Mayor*
Blake Huffman
Terry Quigley
Ady Wickstrom
Ben Withhart



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

September 21, 2012

Thomas and Sitara Hills
685 Gramsie Road (1 Waldon Lane)
Shoreview, MN 55126

Re: Street Address – 685 Gramsie Road, PIN 26-30-23-11-0053

Dear Mr. and Ms. Hills:

The City was recently contacted by Ramsey County Emergency Communication Center regarding the official street address of your property. It appears that two different addresses are being used to identify this property and is creating some confusion among the government agencies, who provide service to the property.

In accordance with the City's records, 685 Gramsie Road is the official street address and 1 Waldon Lane is not. There is no platted, publically dedicated street or private street named Waldon Lane that provides access to the property. Use of this address can present some difficulty when serving the property, specifically for emergency services, since Waldon Lane does not exist. Please note that the City will notify all affected agencies, including the United States Post Office, that 685 Gramsie Road is the official street address and must be used to identify this property.

If you have any questions regarding this matter, please contact me at 651-490-4682 or via email at knordine@shoreviewmn.gov. Your understanding in this matter will be appreciated.

Sincerely,

Kathleen Nordine
City Planner

City Council:
Sandy Martin, *Mayor*
Blake Huffman
Terry Quigley
Ady Wickstrom
Ben Withhart



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

CLARIFICATION OF ADDRESS

TO: ALL DEPARTMENTS

**FROM: STEVE NELSON
BUILDING OFFICIAL**

DATE: OCTOBER 1, 2012

SUBJECT: CLARIFICATION FOR CHANGE OF ADDRESS

PLEASE NOTE THE CLARIFICATION FOR A CHANGE FOR THE FOLLOWING ADDRESS EFFECTIVE IMMEDIATELY:

FROM: 1 WALDON LANE

TO: 685 GRAMSIE ROAD

OWNER: THOMAS HILLS

To expedite this change, this memo is being sent to the public/quasi-public agencies listed below.

Director of Public Works	4600 North Victoria Street, Shoreview 55126
Building Official	4600 North Victoria Street, Shoreview 55126
Utility Billing Department	4600 North Victoria Street, Shoreview 55126
Ramsey County Sheriff	1411 Paul Kirkwood Dr., Arden Hills 55112
Allina Medical Transportation	167 Grand Avenue, St. Paul 55102
Mounds View School Dist.621	350 Highway 96, Shoreview, MN 55126
Post Office (New Brighton)	48 1 ST Street SE, New Brighton 55112
Post Office (Vadnais Heights)	4390 McMenemy Road, Vadnais Heights 55127
Xcel Energy-Lakeland Division	1700 County Road E, White Bear Lake 55110
Qwest	100 9th Avenue SW, St. Paul 55112
Lake Johanna Fire Department	5545 Lexington Avenue, Shoreview 55126
John Jacobson, Ramsey County Records	90 Plato Blvd, PO Box 64097, St Paul, MN 55164-0097
Joe Mansky, Voter Registration	90 Plato Blvd, PO Box 64098, St Paul, MN 55164-0098

t:\inspecti\memos\addchnng

MOTION TO APPROVE

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Site and Building Permit Review application submitted by Buetow 2 Architects on behalf of Lake Johanna Fire Department, Station #4 - 3615 Victoria Street N., subject to the following conditions:

1. The site shall be developed in accordance with the plans submitted. Minor modifications may be made to the plans, subject to approval by the City Planner. Significant changes to the plans require review and approval through the Site and Building Plan review process.
2. Approval of the final drainage, utility, and erosion control plans by the Public Works Director prior to the issuance of a building permit.
3. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Institutional land use in the Comprehensive Plan.
2. The building addition and use of the property by the Fire Department will not impede or otherwise conflict with the planned land use of the surrounding property.
3. The building addition will enable the Fire Department to implement their new duty crew service model and improve response times and public safety.

ROLL CALL:

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

Regular City Council Meeting
November 19, 2012

TO: Mayor, City Council, City Manager
FROM: Kathleen Nordine, City Planner
DATE: November 14, 2012
SUBJECT: File No. 2464-12-27, Buetow 2 Architects/Lake Johanna Fire Station, Fire Station #4, 3615 N. Victoria Street

Introduction

Buetow 2 Architects, Inc., on behalf of the Lake Johanna Fire Department, has submitted a Site and Building Plan review application for proposed improvements to Fire Station #4, 3615 N. Victoria Street. These improvements consist of interior remodeling and a 725 square foot addition located on the south side of the existing building. This addition will provide 4 sleeping rooms and bathroom facilities for the on-shift firefighters. The City's Development Code requires site and building plan approval for exterior modifications on public and quasi-public properties located in the R-1, Detached Residential Zoning District.

The application was complete as of October 4, 2012.

Background

The City of Shoreview contracts with the Lake Johanna Fire Department for fire protection along with the cities of Arden Hills and North Oaks. While the services are provided through this contractual agreement, the City of Shoreview owns the property. The one-acre parcel was purchased from Ramsey County and was previously part of Island Lake County Park.

Station #4 was constructed in 1988 to provide better coverage in the south end of the community. Improvements were then completed in 2004 that enhanced the architectural character of the station and improved the operation and function of the station. These improvements consisted of: a 1,500 square foot office addition, a 1,750 square foot truck bay addition, expansion of the driveway, replacement of the overhead doors, mechanical system upgrades, re-roofing and enhancement of the building's exterior finish.

During the past few years, the Lake Johanna Fire Department has been implementing a new service model that uses paid on call firefighters to cover specific shifts throughout the day and evening hours. This Duty Crew service model has improved response times, and also allows for firefighters to respond to all medical calls during these staffed hours. All firefighters are trained to an Emergency Medical Technician (EMT) level. The current model will provide for staffed stations at Station 4 (Victoria and County Road E) and at Station 2 (Hodgson Road north of Highway 96 in North Oaks) 24 hours a day. Beginning in April 2013, the Department will be covering all daytime and evening hours until at least 10:00 pm, seven days per week. According to the current implementation plan, the Department will begin staffing these stations during overnight hours in 2014. Therefore, sleeping quarters need to be constructed at both Station 2 and Station 4. The proposed addition at Station 4 is necessary to accommodate the planned

sleeping quarters because the footprint of the station is small and cannot be developed within the existing building as is being done at Station 2.

Project Description

The proposed one-story addition is approximately 725 square feet in size and will be located on the south side of the existing building, resulting in the loss of 4 parking stalls. This addition will provide 4 sleeping rooms for the on-shift firefighters and a bathroom. The vestibule will be moved by enclosing the existing covered entryway. The exterior of the addition is designed to match the existing building with brick, concrete masonry unit and glass windows.

The interior of the Station will also be remodeled to accommodate the proposed addition and needs of the Fire Department. Alterations include modifying the existing office space to provide additional storage area, remodeling the men's locker to provide an additional bathroom for the sleeping quarters and relocating the entry door/sidewalk.

Development Code

The property is zoned R1, Detached Residential. In residential districts, public and quasi public facilities are permitted subject to Site and Building Plan review and upon the finding that the use will not impede or otherwise conflict with the planned use of the adjoining property. The City Council may attach conditions to the site plan approval to insure that the use will not interfere with the planned use of the adjoining property.

The R-1 district establishes minimum lot standards and performance standards that are designed for residential land uses and are difficult to apply to non-residential land uses such as churches, schools and public buildings. These types of uses are generally reviewed in accordance with a zoning district that permits uses which are similar in nature to the public or quasi-public use. The standards of the Business Park District are being used as a guideline for this development project.

In the Business Park District, the minimum building setbacks required are: 75-feet from a front property line, 75-feet from a property line adjacent to a residential zone, and 30-feet from a rear or side property line. Parking areas must be setback a minimum of 20-feet from a front property line and 5-feet from a side property line. Parking ratios are established based on the use of the building.

Impervious surface coverage cannot exceed 70% but may be increased to 75% if best management practices are used.

Adjacent land uses include Island Lake County Park to the north and west (zoned R1, Detached Residential), railroad to the south (zoned R1, Detached Residential) and the Deluxe Corporate Campus to the east (zoned PUD, Planned Unit Development). South and east of this site is the Midland Terrace redevelopment project.

Staff Review

The submitted plans have been reviewed in accordance with the City's development standards. The proposed addition will provide the space needed for the Department to implement its new service model. The key development issues are discussed below:

Site Design

The proposed addition will be located on the south side of the existing building. This addition has an area of 725 square feet and is one-story in height. From the rear property line, the addition will be setback 60 feet and does not extend closer to this lot line than the existing building. From the southern side lot line, the setback proposed is 82 feet.

The rear property line is adjacent to Island Lake County Park. The Park is zoned R1, Detached Residential, therefore a 75-foot structure setback is required from this property line. This rear property line is angled and at the closest point the structure is setback 45 feet. The proposed setback is reasonable based on the location of the existing building, park use of the adjoining property and the existing vegetative buffer.

Parking

Parking is provided on-site in an off-street parking area that is accessed off of Victoria Street. This parking lot is currently designed with 25 parking stalls located south and northeast of the building. The placement of the building addition will result in the loss of 4 stalls bringing the number provided on-site to 21. The City's Development Code does not provide a parking ratio standard for this type of use and Staff does not believe it is reasonable to apply a ratio based on floor area (office, warehouse, etc) since this use is unique.

The Fire Chief has indicated that the propose parking is sufficient and meets the station's needs. The number of stalls provided on this site is similar to the number of stalls (22) provided at Station #2 in North Oaks. Parking demand will be generated by the on-shift Duty Crew (3 to 4 firefighters) and on-call firefighters who may be called in to respond to an emergency. The number of firefighters who are called in for duty depends on the emergency event and will not exceed the parking capacity for this site.

Architectural Design

The one-story addition is designed with exterior finishes that match the existing building. Exterior wall finishes include brick, colored concrete masonry unit, rock face block and glass. The covered entryway will be enclosed and converted to the vestibule. The entry door will be relocated from the south to the west side. New walkways will also be provided for access into the structure. The roof is flat and the overall height of the addition is 17.7 feet.

Existing exterior light fixtures will be relocated and placed on the south and west building walls.

Stormwater Management

The property is located in the Rice Creek Watershed District. The District did review this proposal and stated that a permit will not be required due to the minimal impact the proposal has on stormwater runoff. The project, however, is still required to comply with district rules.

The existing and proposed impervious surface coverage for this site is 68%. The proposed addition will be placed in an area currently used for parking and access to the building therefore there is a nominal increase in impervious surface coverage. The coverage is less than the maximum 75% permitted for business park properties.

Stormwater runoff from the roof will be directed to the west side of the building into a landscape rock bed. Drainage generally flows into the parking lot, then south into the rain garden.

Public/Agency Comment

Property owners within 350' were notified of this request. Scott Yonke, Ramsey County Parks, stated that he does not have any concerns regarding the proposed addition.

The plans were also reviewed by the City Engineer who provided some comments regarding water service. Further review will be needed prior to the issuance of a building permit.

Planning Commission Review

The Commission reviewed the proposal at their October 23rd meeting and recommended the Council approve the request with a 6 – 0 vote. The Commission did not express any concerns regarding the proposed development plans. Discussion of the proposal addressed Fire Department services and future needs.

Recommendation

The proposed building addition will enhance the overall appearance of the structure and have minimal site or land use impacts. More importantly, this addition is needed to implement the Fire Department's service model and provide a staffed station 24 hours a day and will result in improved response times and public safety. Staff is recommending the City Council approve the request, subject to the following:

1. The site shall be developed in accordance with the plans submitted. Minor modifications may be made to the plans, subject to approval by the City Planner. Significant changes to the plans require review and approval through the Site and Building Plan review process.
2. Approval of the final drainage, utility, and erosion control plans by the Public Works Director prior to the issuance of a building permit.
3. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Institutional land use in the Comprehensive Plan.
2. The building addition and use of the property by the Fire Department will not impede or otherwise conflict with the planned land use of the surrounding property.

3. The building addition will enable the Fire Department to implement their new duty crew service model and improve response times and public safety.

Attachments

1. Email from City Engineer
2. Location Map
3. Aerial
4. Applicants Submitted Plans
5. Request for Comment
6. Planning Commission Minutes, October 23, 2012
7. Proposed Motion

Date: October 10, 2012

To: Kathleen Nordine, City Planner

From: Tom Wesolowski, Assistant City Engineer
Tom Hammitt, Senior Engineering Technician

Subject: Site and Building Plan Review, South Fire Station
3615 Victoria Street N

The City of Shoreview Engineering Department has reviewed the plans dated October 1, 2012 and has the following comments regarding the plans:

1. The building addition that was completed in 2004 appears to have constructed the new offices over the water service on the south side of the original building.
2. The new addition of sleeping rooms is to be constructed on the south side of the original building and will be over the shut off valves for the water service. There is a valve for the fire service and another for the domestic service.
3. City has to determine if the service line on the south side of the building has been abandoned. City records are not clear. The preliminary indication is the service has been capped but where and how is yet to be found.

If you have any questions or would like to discuss the comments please contact Tom Wesolowski at 651-490-4652 or Tom Hammitt 651-490-4654.



3615 Victoria Street



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

Legend

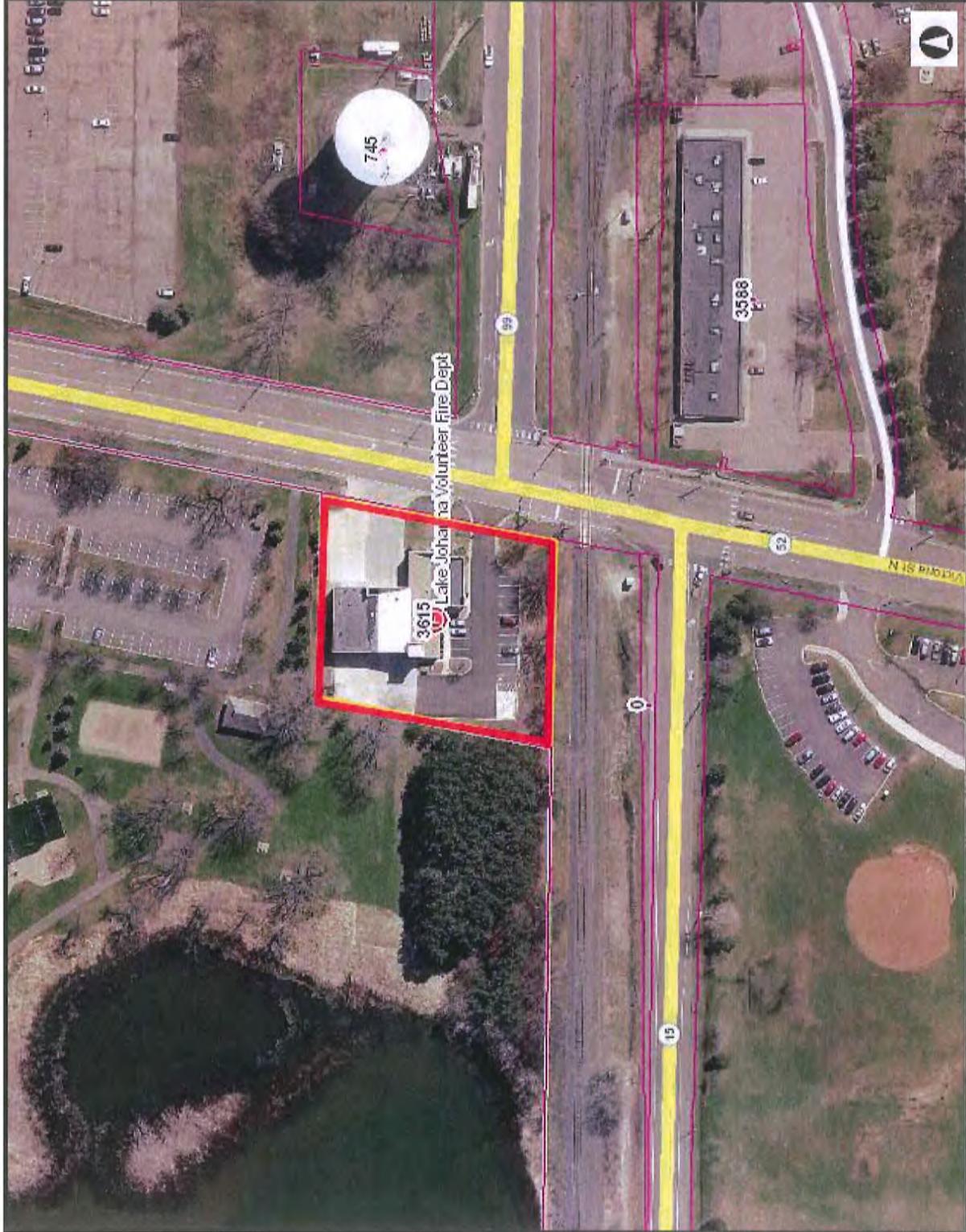
- County Offices
 - City Halls
 - Schools
 - Hospitals
 - Fire Stations
 - Police Stations
 - Recreational Centers
 - Parcel Points
 - Parcels
- GISRASTER.GISPUB.IMAGE
 High : 255
 Low : 0

Notes

Site and Building Plan Review



3615 Victoria Street



270.9 0 135.45 270.9 Feet

NAD_1983_HARN_Adj_MIN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

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

Legend

- County Offices
- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcels
- GISRASTER.GISPUB.IMAGE
- High : 255
- Low : 0

Notes

Site and Building Plan Review

BII BUETOW 2 ARCHITECTS, INC.

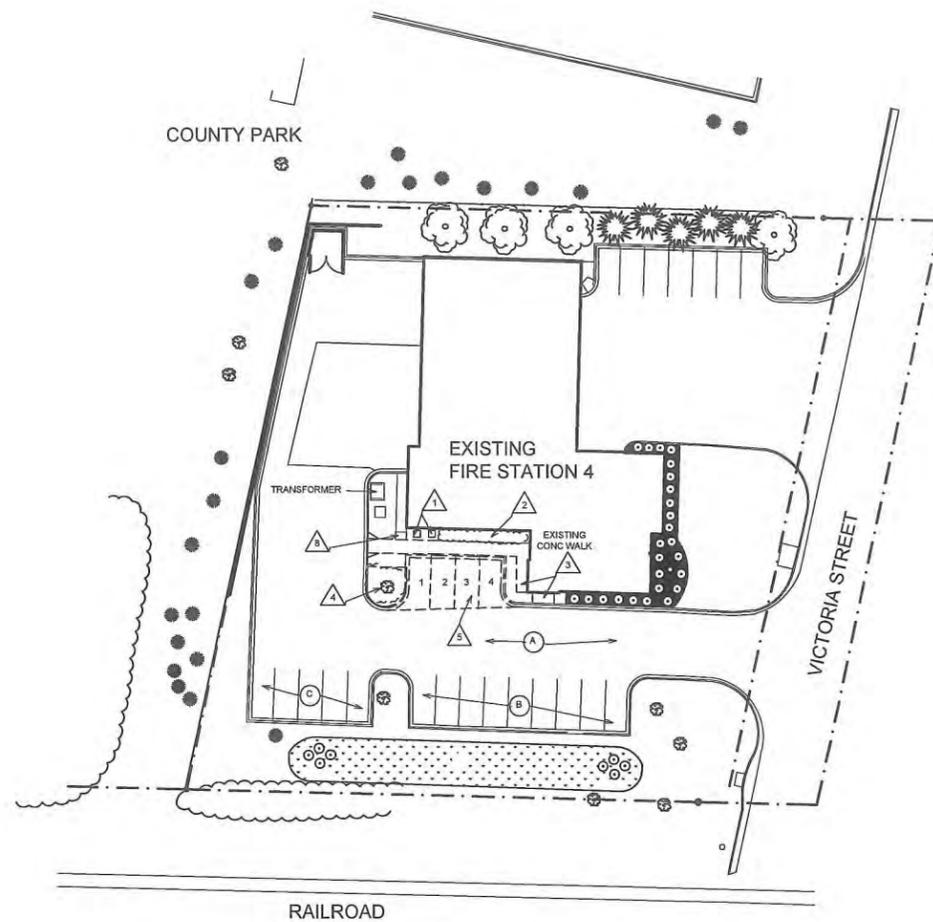
Project Description

Fire Station 4 Sleeping Rooms

Station 4 was last expanded in 2005. At that time the need was for another apparatus bay and additional dayroom and office space.

The current need is for 4 sleeping rooms. This 725 square foot addition to the south will replicate the existing elevation to the east that was added in 2005.

The Fire Chief has stated that the quantity of parking spaces available is sufficient to meet the Departments needs. Station 4 does not normally have a lot of visitors as Station 3 is the Headquarters for conducting business with the Fire Department.

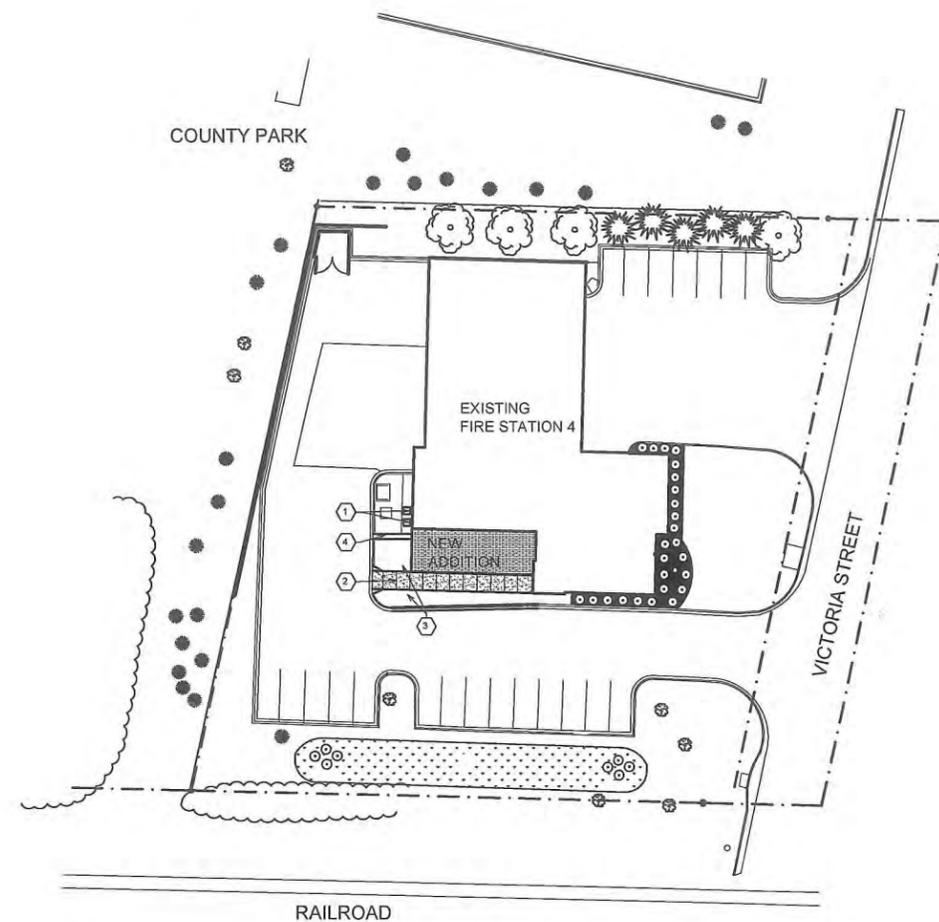


1 SITE PLAN - DEMOLITION
A1 1" = 30'-0"

NOTE: CONTRACTOR TO FIELD VERIFY ALL CONDITIONS

- DEMOLITION KEY NOTES** △
- △ GENERAL CONTRACTOR TO USE CARE IN RELOCATING 2 CONDENSING UNITS AND GAS SERVICE. (SEE MECHANICAL DRAWINGS).
 - △ DEMO 5 BUSHES AND ALL ROCK MULCH IN AREA OF NEW ADDITION.
 - △ DEMO EXISTING CONCRETE WALK AND HC TRANSITION AT WALK TO BITUMINOUS PAVING. SIDEWALK ON WEST SIDE OF STATION AGAINST BUILDING TO REMAIN.
 - △ REMOVE TREE AND STUMP TOTALLY.
 - △ DEMO CONCRETE CURB AND SAW CUT BITUMINOUS PAVING AT NEW CONCRETE CURB. REMOVE 4 EXISTING PARKING SPACES.
 - △ DEMO ALL ITEMS IN AREA OF NEW CONSTRUCTION NOT NOTED TO REMAIN.
 - △ REMOVE (3) THREE EXISTING EXTERIOR LIGHT FIXTURES AND SAVE FOR RELOCATION TO NEW WALLS (SEE ELEVATIONS).
 - △ REMOVE PORTION OF EXISTING SIDEWALK AS REQUIRED TO CONSTRUCT CONCRETE DRAINAGE TROUGH.

- CONTRACTOR STAGING** ○
- A MAINTAIN A CLEAR ACCESS LANE FOR FIRE TRUCKS AT ALL TIMES TO THE BACK ENTRANCE.
 - B CONTRACTOR PARKING - CONFIRM PARKING WITH FIRE CHIEF IN THE AREA.
 - C DUMPSTER / SATELLITE TOILET / MATERIAL STORAGE / TRAILER = CONFIRM THIS LOCATION WITH FIRE CHIEF.
- EMERGENCY CONTACTS:**
THE GENERAL CONTRACTOR MUST PROVIDE A 24 HOUR EMERGENCY CONTACT. THIS SHOULD BE THE SUPERINTENDENT OR PROJECT MANAGER.



2 SITE PLAN - NEW
A1 1" = 30'-0"

NOTE: THE FIRE STATION WILL REMAIN OPERATIONAL 24 HOURS A DAY, 7 DAYS A WEEK DURING THE ENTIRE CONSTRUCTION PROCESS OF THE NEW ADDITION AND REMODELING.

- SITE PLAN KEY NOTES** ○
- 1 RELOCATED (2) TWO CONDENSING UNITS TO SIDEWALK. REUSE EXISTING PADS IF REQUIRED.
 - 2 NEW CONCRETE SIDEWALK WITH BROOM FINISH AND HC RAMP AT JUNCTURE TO EXISTING BITUMINOUS PAVING TO MEET CITY STANDARD.
 - 3 RED ROCK 3/4" + MULCH TO MATCH EXISTING ON BOTH SIDES OF SIDEWALK, 4 INCHES THICK MINIMUM ON WEED BARRIER FABRIC.
 - 4 2'-0" WIDE CONCRETE TROUGH FOR WATER RUN OFF FROM STORM WATER OUTLET. SEE BUILDING ELEVATIONS.
- LANDSCAPE SCHEDULE**
INSTALL (00) THIRTY STELLA D'ORO DAY LILIES EVENLY SPACED IN THE NEW ROCK MULCH AREAS.

COMPANY OF BEST VALUE ARCHITECTS, INC. ILLINOIS
 CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR
 UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A
 LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF
 MINNESOTA
 MICHAEL M. PEDERS
 REGISTRATION NUMBER: 12562
 DATE:

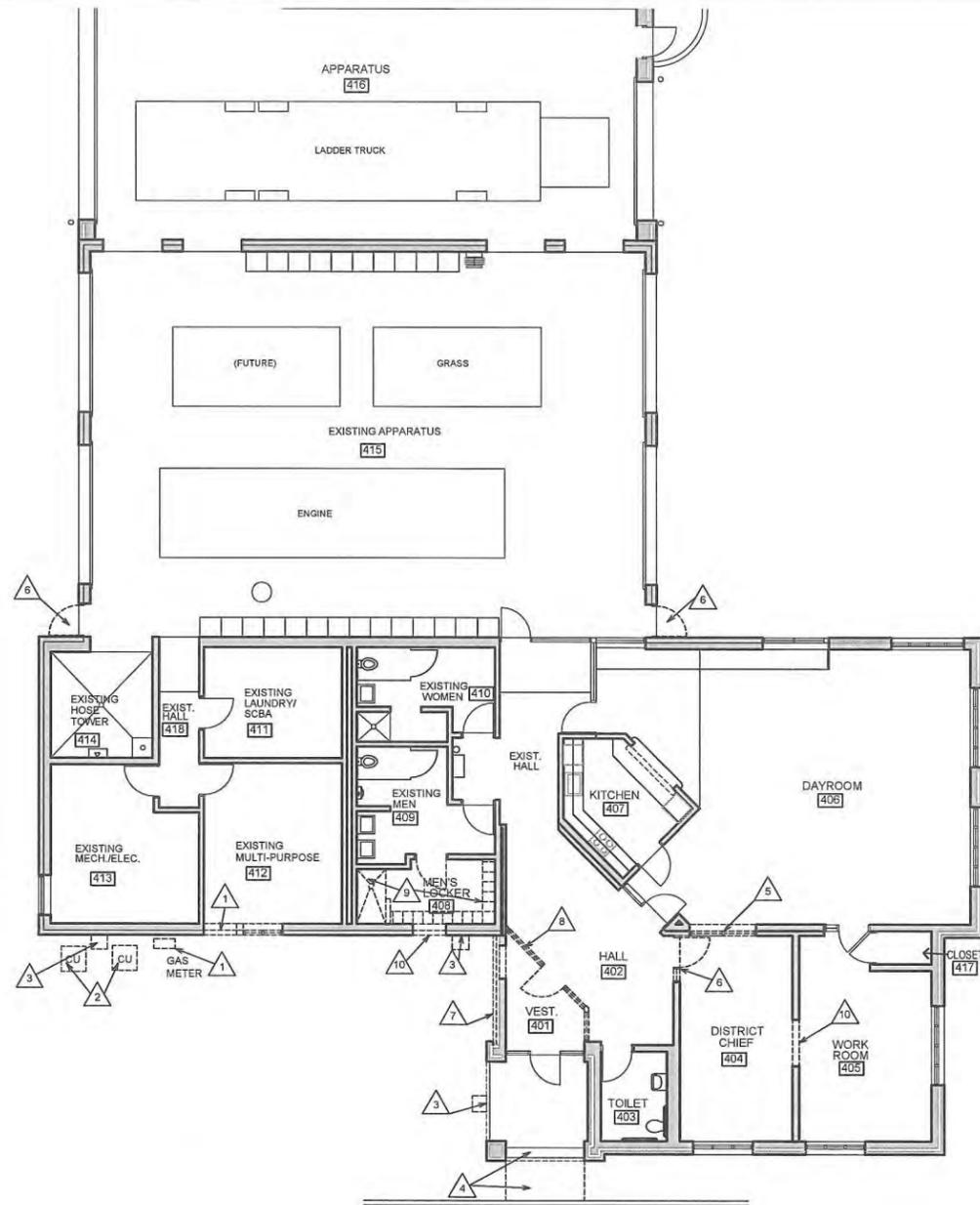
NO.	DATE	REVISION

September 28, 2012

SITE AND LANDSCAPE PLAN
 Fire Station #4 - Addition and Remodeling
 Lake Johanna Fire Department
 Shoreview, Minnesota

1221

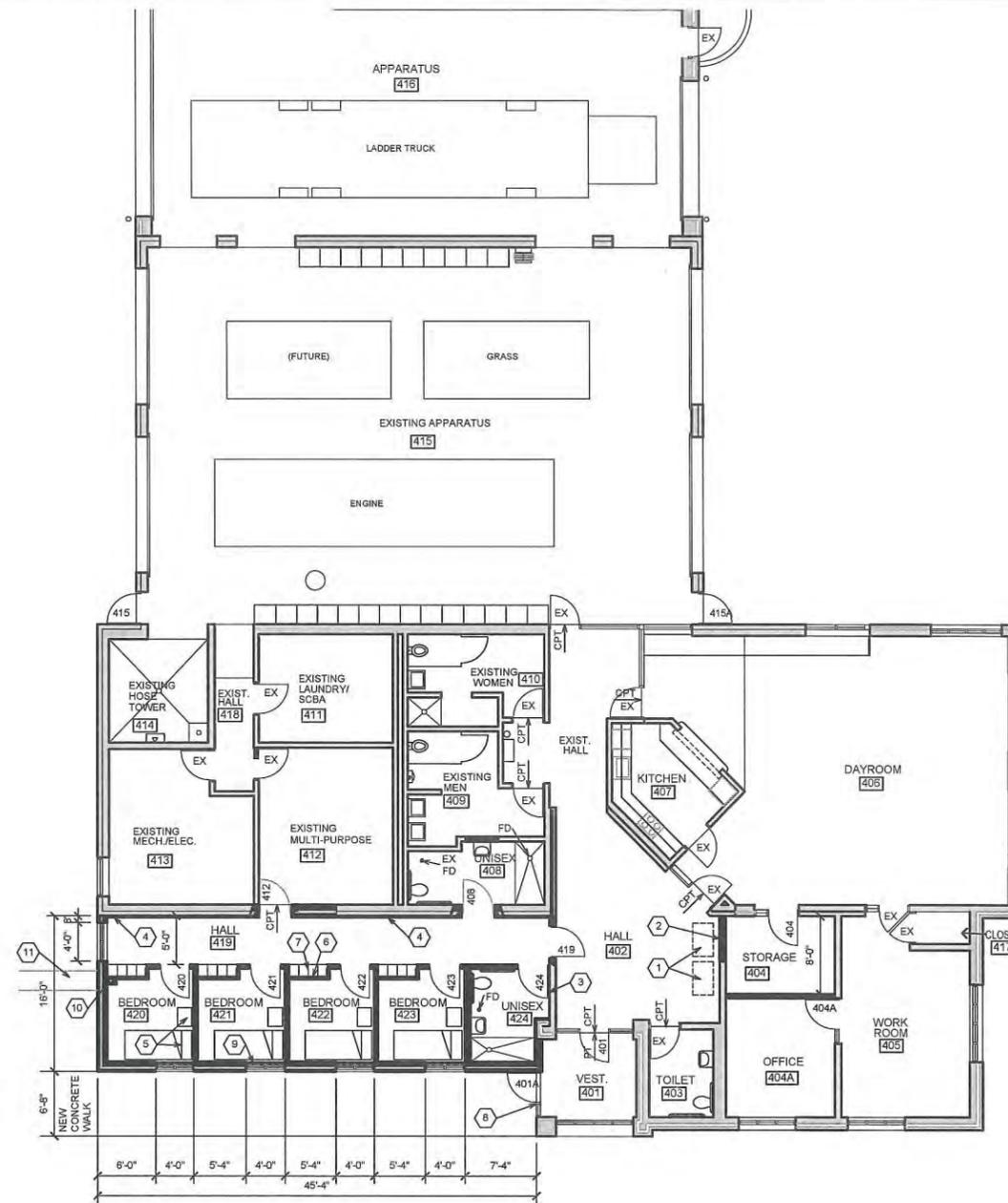
A1



1
A2
DEMOLITION PLAN
1/8" = 1'-0"

DEMOLITION KEY NOTES ▲

- ▲ 1 GENERAL CONTRACTOR TO RELOCATE GAS METER TO WEST EXTERIOR WALL OF ROOM 413 - SEE MECH PLAN.
- ▲ 2 GENERAL CONTRACTOR TO RELOCATE EXISTING CONDENSING UNITS TO WEST (EXTERIOR) OF ROOM 413 - SEE MECH PLAN.
- ▲ 3 GENERAL CONTRACTOR TO RELOCATE (3) THREE EXTERIOR LIGHT FIXTURES - SEE ELEVATIONS AND ELECTRICAL PLAN.
- ▲ 4 EXISTING TWO STEPS TO REMAIN, DEMO CONCRETE WALK.
- ▲ 5 DEMO EXISTING WINDOW AND CONCRETE BLOCK AS REQUIRED FOR NEW DOOR.
- ▲ 6 DEMO HOLLOW METAL DOOR AND FRAME. SAVE HARDWARE FOR REUSE.
- ▲ 7 REMOVE EXISTING VENEER CMU DOWN TO 8" BELOW FLOOR LINE.
- ▲ 8 REMOVE EXISTING ALUMINUM VESTIBULE FRAMING. REPAIR SURFACES TO RECEIVE NEW FINISHES.
- ▲ 9 REMOVE EXISTING LOCKERS, SHOWER AND CMU WALL SHOWN DASHED. REMOVE FLOOR AND WALL FINISHES. PREPARE SURFACES FOR NEW FINISHES.
- ▲ 10 CUT OPENING THRU EXISTING CMU WALL FOR NEW DOOR AND FRAME.



2
A2
FLOOR PLAN
1/8" = 1'-0"

FLOOR PLAN KEY NOTES ○

- 1 VENDING MACHINES FURNISHED AND INSTALLED BY OWNER.
- 2 REMOVE AND SAVE FOR REUSE, H.M. FRAME AND DOOR. FILL OPENING WITH CMU TO MATCH ADJACENT EXISTING.
- 3 FURR OUT WITH GYPSUM BOARD THE CMU WALL WHERE VENEER WAS REMOVED.
- 4 FURR OUT EXISTING THAT HAS BREAK OFF BLOCK.
- 5 BED AND NIGHT STAND BY OWNER.
- 6 FURR OUT LOCKERS WITH 1 5/8" METAL STUDS 16" O.C. AND 5/8" TYPE X GYPSUM BOARD.
- 7 LOCKERS (SEE PROJECT MANUAL) 4 LOWER AND 4 UPPER PER ROOM, 32 TOTAL.
- 8 TIE NEW SIDEWALK INTO EXISTING CONC STOOP WITH PENCIL DOWELS AT 1'-0" O.C. THE ENTIRE LENGTH.
- 9 WINDOW BLINDS AT BEDROOMS (SEE PROJECT MANUAL).
- 10 FURR OUT AND BOX IN STORM PIPE WHICH EXITS WEST WALL 1'-0" ABOVE GRADE TO CONCRETE SPILLWAY.
- 11 CONCRETE POURED SPILLWAY 2'-0" WIDE THAT EXTENDS TO BITUMINOUS PAVING - SEE SITE PLAN.

I AM A PROFESSIONAL ARCHITECT, REGISTERED IN THE STATE OF MINNESOTA. I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
 MINNESOTA ARCHITECTS BOARD
 REGISTRATION NUMBER: 1345
 DATE:

B2 BUETOW 2 ARCHITECTS, INC.
 2905 DEAN PARKWAY, SUITE C
 MINNEAPOLIS, MINNESOTA 55416
 (612) 465-2626

NO. DATE REVISION

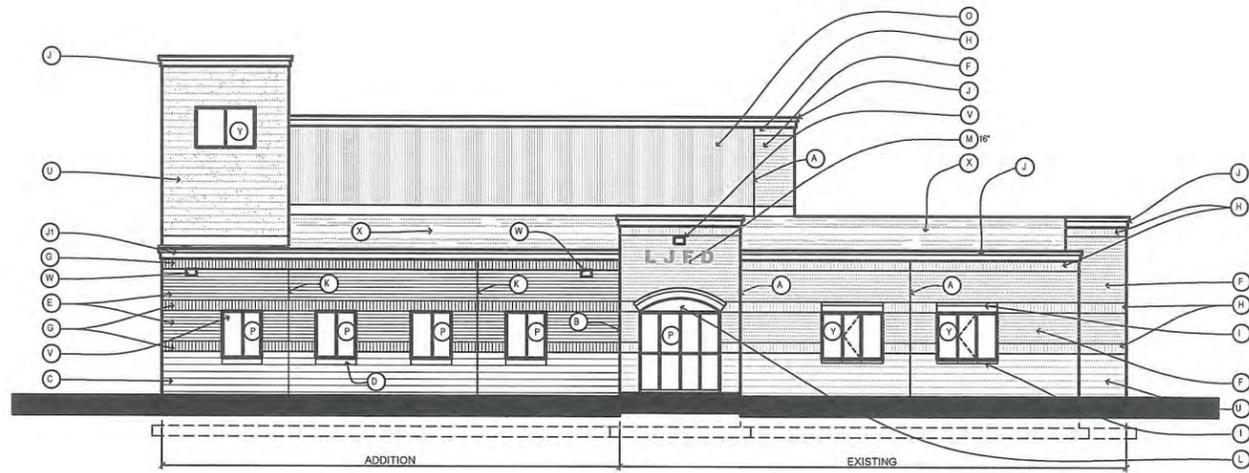


September 28, 2012

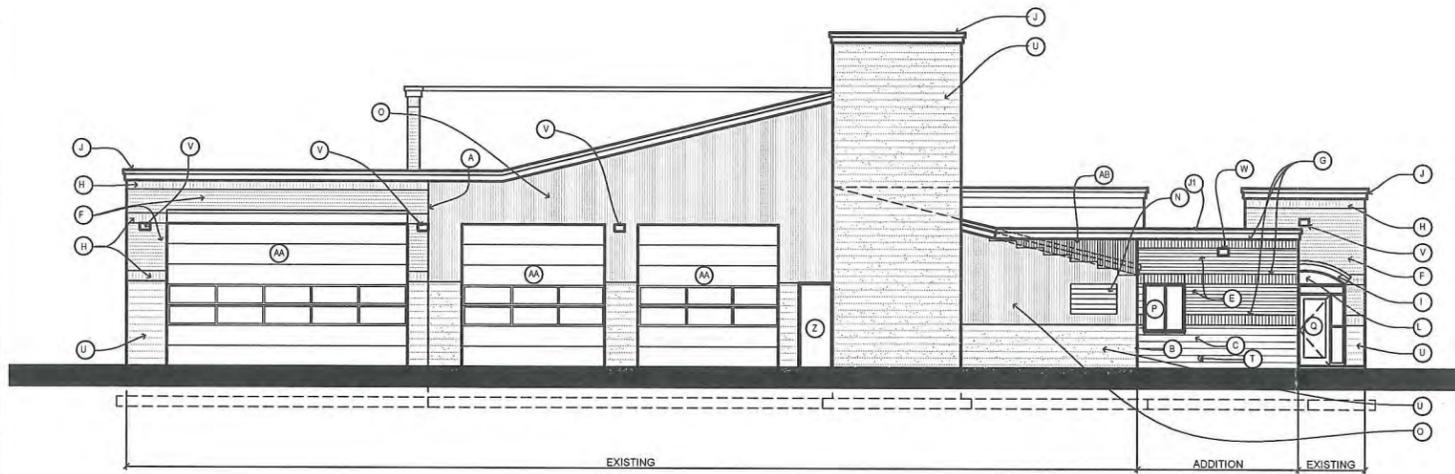
SITE AND LANDSCAPE PLAN
 Fire Station #4 - Addition and Remodeling
 Lake Johanna Fire Department
 Shoreview, Minnesota

1221

A2



5
A7
STATION 4 SOUTH ELEVATION
1/8" = 1'-0"



8
A7
STATION 4 WEST ELEVATION
1/8" = 1'-0"

ELEVATION KEYED NOTES

- | | | | |
|---|---|--|---|
| (A) EXISTING CONTROL JOINT. | (H) EXISTING 4" X 12" SOLDIER COURSE - PROJECT 1/2" | (N) EXISTING METAL LOUVER | (V) EXISTING LIGHT FIXTURES TO REMAIN |
| (B) NEW EXPANSION JOINT | (I) EXISTING CAST STONE LINTEL OR SILL OR ARCH | (O) EXISTING INTEGRAL COLOR BREAK-OFF CONCRETE BLOCK | (W) RELOCATED LIGHT FIXTURE |
| (C) NEW ROCK FACE BLOCK - PAINT | (J) EXISTING PREFINISHED METAL ROOF EDGE | (P) NEW ALUMINUM WINDOW SYSTEM | (X) ASPHALT SHINGLES |
| (D) NEW SMOOTH FACE CMU SILL | (K) NEW PREFINISHED METAL ROOF EDGE - MATCH EXISTING | (Q) NEW ALUMINUM ENTRANCE SYSTEM | (Y) EXISTING WINDOW TO REMAIN |
| (E) NEW 4" X 12" FACE BRICK VENEER | (L) NEW CONTROL JOINT | (R) OVERFLOW SCUPPER | (Z) NEW HOLLOW METAL DOOR & FRAME - PAINT |
| (F) EXISTING 4" X 12" FACE BRICK VENEER | (M) EXISTING EXTERIOR INSULATION AND FINISH SYSTEM REPAIR SURFACE WHERE REQUIRED. | (S) DAYLIGHT RAINWATER LEADER | (AA) EXISTING OVERHEAD DOORS TO REMAIN |
| (G) NEW 4" X 12" COLORED CMU SOLDIER COURSE | (O) EXISTING METAL SIGNAGE | (T) EXISTING INTEGRAL COLORED ROCKFACE CMU | (AB) REMOVE EXISTING ROOF EDGE & CMU TO ALLOW NEW BREAK OFF BLOCK TO BE TOOTHED INTO EXISTING. PROVIDE #4 REBAR @ 16" O.C. VERTICAL IN NEW CMU AND DRILLED, EPOXYED OR GROUTED INTO EXISTING 2" DOWN, PROVIDE BOND BEAM AT WALL CAP WITH (2) #4 BARS. |
| | | | (AC) NEW PREFINISHED METAL ROOF EDGE - MATCH EXISTING |

COPYRIGHT © 2012 BUETOW 2 ARCHITECTS, INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF BUETOW 2 ARCHITECTS, INC. AND IS TO BE USED ONLY UNDER THE DIRECT SUPERVISION AND THAT IT IS A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ANDREW H. FEIGER
 REGISTRATION NUMBER 13942
 DATE

B2 BUETOW 2 ARCHITECTS, INC.
 2995 DEAN PARKWAY, SUITE C
 MINNEAPOLIS, MINNESOTA 55416
 (612) 455-2626

NO.	DATE	REVISION

September 28, 2012

EXTERIOR ELEVATIONS
 Fire Station #4 - Addition and Remodeling
 Lake Johanna Fire Department
 Shoreview, Minnesota

1221

A4



Lake Johanna Fire Department

Yonke, Scott <scott.yonke@co.ramsey.mn.us>
To: knordine@shoreviewmn.gov

Mon, Oct 22, 2012 at 2:27 PM

Kathleen,

I have reviewed the information you sent in regards to the addition on the Lake Johanna Fire Station #4 and do not see any impacts to Island Lake County Park.

Scott Yonke, ASLA, PLA

Landscape Architect

Director of Planning and Development

Ramsey County Parks and Recreation Department

2015 N. Van Dyke St.

Maplewood, MN 55109

PH: 651-748-2500 ext. 330

scott.yonke@co.ramsey.mn.us

DRAFT

The Fire Department is planning to staff two fire stations 24 hours a day by 2014, which results in the need to provide sleeping quarters at this station. Four sleeping rooms are planned with bath facility. The existing men's locker room will be remodeled with a new bath. The existing building setback is 45 feet at the closest point. The proposed setback for the addition is 60 feet. Staff finds the proposed setback reasonable based on the location of the existing building, park use and the vegetative buffer that is present.

The number of parking stalls after the addition is complete will be 21, which is a reduction of 4 stalls. The Fire Chief has indicated that 21 stalls will meet the station's needs. No permit is required from the Rice Creek Watershed District, but there must be compliance with District rules. Runoff from the roof will be directed west to a landscaped rock bed. Impervious surface coverage will remain 68%.

Property owners within 350 feet were notified of the proposal. Ramsey County Parks submitted a statement indicating no concerns. Staff is recommending approval with the conditions listed in the staff report. The addition is needed to implement Department needs and improve the response times.

Mr. Tim Boehlke, Fire Chief, introduced Mod Feters, Project Architect, and stated they would answer any questions.

Chair Solomonson asked if four sleeping rooms is adequate into the future. Fire Chief Boehlke responded that there are four fire stations. A needs study has been done and space was identified at Fire Station No. 3 for future expansion. However, at this time no additional expansion needs are anticipated.

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to recommend the City Council approve the Site and Building Permit Review application submitted by Buetow 2 Architects on behalf of Lake Johanna Fire Department for a building addition at Station #4, 3615 N. Victoria Street, subject to the following conditions:

1. The site shall be developed in accordance with the plans submitted. Minor modifications may be made to the plans, subject to approval by the City Planner. Significant changes to the plans require review and approval through the Site and Building Plan review process.
2. Approval of the final drainage, utility, and erosion control plans by the Public Works Director prior to the issuance of a building permit.
3. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Institutional land use in the Comprehensive Plan.
2. The building addition and use of the property by the Fire Department will not impede or otherwise conflict with the planned land use of the surrounding property.

3. The building addition will enable the Fire Department to implement their new duty crew service model and improve response times and public safety.

VOTE: **Ayes - 6** **Nays - 0**

MISCELLANEOUS

City Council Assignments

Chair Solomonson and Commissioner Proud will respectively attend the November 5th and November 19th City Council meetings.

Commissioners Ferrington and McCool will respectively attend the December 3rd and December 17th City Council meetings.

Planning Commission Workshop

There will be a workshop meeting on December 18, 2012, prior to the Planning Commission meeting.

Commissioner Proud suggested that a future workshop agenda item be consideration of a higher standard for surface water management.

Community for the Ages - Ecumen, October 25, 2012

On Thursday, October 25, 2012, Community for the Ages will present a workshop by Ecumen on the changing demographics of Shoreview and how to address changing needs.

ADJOURNMENT

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to adjourn the regular Planning Commission Meeting of October 23, 2012, at 9:36 p.m.

VOTE: **Ayes - 6** **Nays - 0**

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt resolution No. 12-101 approving the 2013 curb-side recycling budget, City recycling fee, and authorizing request of SCORE funding allocation.

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: JESSICA SCHAUM
ENVIRONMENTAL OFFICER

DATE: NOVEMBER 19, 2012

SUBJECT: CITY RECYCLING BUDGET, FEE, AND SCORE GRANT
APPROVAL

INTRODUCTION

In accordance with the Joint Powers Agreement between the City of Shoreview and Ramsey County, it is necessary to prepare the annual curbside recycling budget and submit it to the County in early December, 2012. The budget is necessary for determining the City recycling fee, which is included as part of the 2013 Ramsey County Property Tax statements.

In addition to approving the budget and establishing the City recycling fee, the application for SCORE grant allocations must be completed and approved. SCORE grant monies are used in conjunction with City recycling fee revenues to fund the City's recycling program. A copy of the SCORE grant application is attached at the end of this report.

BACKGROUND

Pursuant to Minnesota Statutes, Sections 473.811 and 400.08, the County has authority to collect charges for solid waste management services. Beginning in 1988, municipalities entered into an agreement with the County for the collection of monies to fund residential curbside recycling programs. Initially, the fee appeared on property tax statements as a Waste Management Fee. In 1991, the City entered a Joint Powers Agreement with the Ramsey County Department of Public Health. The agreement provides the City access to the County's Waste Management Service charge, which is the primary source of funding for the City's curbside recycling program. The Council approved renewal of the Joint Powers Agreement at its June 7, 1999 regular Council Meeting. The term of the agreement runs through June of 2014.

The following procedures are followed under the Joint Powers Agreement:

1. The City determines the residential count for single family, condominium, and apartment units, and provides the information to the Ramsey County Department of Property Taxation.
2. The City then determines its curbside recycling budget, calculates the per parcel charge, and reports the charge to the Department of Property Taxation.
3. The Department of Property Taxation places the charge on the property tax statements as a separate line item identified as CITY RECYCLING FEE. Funds are collected and distributed to the City on tax settlement dates.

BUDGET CONSIDERATIONS

The recycling budget for 2013 is proposed in the amount of \$547,980. Expenses associated with the recycling budget include contractual fees for curbside recycling, spring and fall cleanup events, and City staff time. Important points of consideration within the overall budget proposal are:

- Approval of SCORE grant application and allocation of funds in the amount of \$51,827, which is used in conjunction with the recycling fee to fund the recycling program.
- Continuation of funding for the spring and fall community cleanup day events held in cooperation with the City of Arden Hills.
- Continuation of the single-sort curbside recycling opportunities for all community residents.
- Continuation of recycling opportunities within City owned and operated facilities such as Community Center, Maintenance Center, and City Hall.

The proposed 2013 recycling budget includes a \$2.00 increase (5%) in the City recycling fee. The higher fee is proposed due to an increase in the household rate charge by the City's recycling contractor and higher cleanup day costs. The City's recycling contractor is allowed to raise the household rate charge each year by the annual Consumer Price Index (CPI) for the "Midwest Urban" region or 3%, whichever is lower. The City has also been slowly increasing the fund balance in the recycling fund so that it does not fall into a deficit position. The revenues for the recycling program are received in June and December, similar to our property tax receipts. The fund balance should ideally be about 50% of the planned expenditures in the fund and allow the City to hold the fund balance to cash flow the recycling program throughout the year.

RECOMMENDATION

It is recommended that the City Council approve the proposed 2013 curbside recycling budget in the amount of \$547,980 and a recycling fee of \$42.00 that will be collected on 2013 residential property tax statements as per the Joint Powers Agreement between the City and Ramsey County.

It is further recommended that the City Council approve the SCORE grant application requesting the allocation of \$51,827 to be used in conjunction with the City recycling fee for program funding.

Recycling Fund	2008		2009		2010		2011		2012		2013	
	Actual		Actual		Actual		Actual		Estimate		Budget	
Revenue												
SCORE Grant	\$ 53,490	\$ 53,359	\$ 54,023	\$ 53,242	\$ 51,883	\$ 52,000						
Other Local Governments Charges for Services	3,892	6,189	5,118	17,603	15,000	15,000						
Recycling Charges	339,332	360,382	375,660	410,121	439,018	457,680						
Cleanup Day Charges	11,353	12,715	10,888	22,747	19,162	23,300						
Interest Earnings	360	269	62	683	-	-						
Total Revenue	408,427	432,914	445,751	504,396	525,063	547,980						
Expense												
Public Works												
Personal Services	29,626	29,828	30,207	6,983	24,092	25,546						
Supplies	990	3,530	-	1,039	3,000	1,200						
Contractual Services	372,803	390,185	399,053	441,085	460,590	477,420						
Total Expense	403,419	423,543	429,260	449,107	487,682	504,166						
Net Change	5,008	9,371	16,491	55,289	37,381	43,814						
Fund Equity, beginning	28,801	33,809	43,180	59,671	114,960	152,341						
Fund Equity, ending	\$ 33,809	\$ 43,180	\$ 59,671	\$ 114,960	\$ 152,341	\$ 196,155						
Fund equity percent of expense	8.0%	10.1%	13.3%	23.6%	30.2%	37.8%						
Months of operating coverage	1.0	1.2	1.6	2.8	3.6	4.5						
Expense percent change	5.5%	5.0%	1.3%	4.6%	8.6%	3.4%						
Average annual percent change					5.0%							
Annual charge per parcel/unit	\$ 31.50	\$ 33.50	\$ 35.00	\$ 37.50	\$ 40.00	\$ 42.00						
Change in rate	\$ 0.80	\$ 2.00	\$ 1.50	\$ 2.50	\$ 2.50	\$ 2.00						
Percent change in rate	2.6%	6.3%	4.5%	7.1%	6.7%	5.0%						
Average annual percent change					5.4%							
Cost per collection	\$ 1.21	\$ 1.29	\$ 1.35	\$ 1.44	\$ 1.54	\$ 1.62						
Participation rate	94.0%	95.0%	95.0%	86.0%								
Tons recycled	3,385	3,204	3,342	2,985								
Number of units	10,772	10,772	10,772	10,897	10,897	10,897						

RAMSEY COUNTY DEPARTMENT OF PUBLIC HEALTH
ENVIRONMENTAL HEALTH SECTION

2013 SCORE FUNDING GRANT APPLICATION

CITY/TOWNSHIP: City of Shoreview
CONTACT PERSON: Jessica Schaum
ADDRESS: 4600 Victoria Street North Shoreview, MN 55126
PHONE: 651-490-4665
FAX: 651-490-4696
EMAIL: jschaum@shoreviewmn.gov

SCORE GRANT REQUEST

1. **Attach a copy of your signed Recycling Performance Workplan.** This will be used to fulfill the requirement of describing the goals your municipality has for waste reduction and recycling activities in 2013 and how progress toward these goals will be measured and evaluated.

A draft copy is attached.

2. **Identify expenses for activities within each applicable budget category:**

PROPOSED SCORE BUDGET—SCORE EXPENSES ONLY

ADMINISTRATION Total: \$ 25,000
Please detail activities and expenses:

PROMOTION ACTIVITIES Total: \$ 5,000
Please detail activities and expenses:

EQUIPMENT Total: \$ 4,500
Please detail activities and expenses:

COLLECTION OF RECYCLABLES Total: \$ 366,204
Please detail activities and expenses:

The entire SCORE grant will be used to defray the contractual costs associated with collecting and processing recyclables.

ORGANICS COLLECTION Total: \$ 0
Please detail activities and expenses:

TOTAL SCORE GRANT Requested \$51,827.00

3. **List any additional expenses the city will incur during implementation of the activities in 2013 on the Recycling Performance Workplan:** The City may seek the Ramsey County Public Entities Innovation Grant for expanded communications and/or targeting in 2013.

RECYCLING BUDGET

4. **Attach a copy of your 2013 municipal budget for all recycling activities, including all funding sources.** Recycling activities include recycling collection and related activities, outreach/education/promotion, organics collection, yard waste collection, the recycling portion of clean-up events, curbside pick-up of bulky materials, and purchase of recycled content materials. Expenditures and revenues for the collection and management of solid waste should be considered separately.

If your governing body has not adopted the 2013 budget, attach the most current draft budget. If the budget does not list all expenditures and revenues specific to recycling, add a supplemental table that identifies this information (see SCORE guidelines for an example).

Please see attached draft budget.

PUBLIC ENTITIES LAW COMPLIANCE

5. State law and Ramsey County policy require municipalities to assure all mixed municipal solid waste (MSW) which the municipality is responsible for managing, and which is not separated for recycling or composting, be delivered to a facility that processes the MSW for energy recovery, and not delivered to a landfill. This applies to all MSW generated from municipal facilities and activities (e.g., city or township offices, parks, community centers, city-sponsored clean-up events), as well as MSW generated by residents who are provided service under a municipality's contract for residential MSW collection (organized collection). To show compliance you must provide both items below:

- A. **A copy of the relevant portions of your contract(s) with hauler(s) that identifies the specific facility or type of facility to which the collected MSW is delivered for disposal.**
 - *Contracts can take different forms; for example, the language in a purchase order or the hauler's invoice may constitute the contract in some cases.*

- B. **A letter from the hauler(s), specific to your community, stating the following:**
 - i. **The specific facility(ies) where the hauler(s) are delivering all such MSW from your community during 2012.**
 - ii. **The specific facility(ies) where the hauler(s) plan to deliver all such MSW from your community during 2013.**
 - *A hauler's generic waste disclosure form that lists multiple facilities where waste may be delivered is not acceptable.*
 - *If your community self-hauls its own trash, provide a letter from the applicable city department.*

Please see attached letters from Ace and Allied Waste.

RESOLUTION

6. **Attach a resolution from your governing body requesting the SCORE funding allocation, or a certified copy of the official proceedings at which the request was approved.** SCORE grants agreements cannot be issued without such an attachment.

Jessica Schaum
NAME OF PERSON AUTHORIZED TO SUBMIT GRANT

SIGNATURE (electronic signature is acceptable)

Environmental Officer
TITLE

11/13/2012
DATE

Applications will be considered complete when items 1 – 6 above are submitted and a signature is on file.

Please return the completed grant application form and attachments by **DECEMBER 1, 2012.**

SCORE Program
Saint Paul – Ramsey County Public Health
Environmental Health Section
2785 White Bear Avenue N., Suite 350
Maplewood, MN 55109-1320
Rachel.Frank@co.ramsey.mn.us

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD NOVEMBER 19 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 November 19, 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. 12-101

APPROVING 2013 CURB-SIDE RECYCLING BUDGET,
CITY RECYCLING FEE
AND
AUTHORIZE REQUEST OF SCORE FUNDING ALLOCATION

WHEREAS, the City of Shoreview has an established curb-side recycling program, City Staff has prepared a proposed budget for the 2013 curb-side recycling program, and has presented the proposed budget to the City Council for approval, and

WHEREAS, City staff has completed the 2013 SCORE Funding Grant Application.

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

1. The 2013 curb-side recycling budget is hereby approved, indicating estimated revenues of \$547,980 and estimated expenses of \$504,166.
2. Revenue required to finance the curb -side recycling program be collected through the previously approved Joint Powers Agreement with Ramsey County to include a City Recycling Fee of \$42.00 on the 2013 residential property tax statement.
3. City staff is authorized to request the SCORE funding allocation from Ramsey County.

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: All present members;

and the following voted against the same: None.

WHEREUPON, said resolution was declared duly passed and adopted this 19th day of November, 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 19th day of November 2012, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to approving the 2013 curb-side recycling budget and fee and authorize request of SCORE funding allocation.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 20th day of November.

Terry Schwerm
City Manager

SEAL

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to authorize a Professional Services Agreement with RedZone Robotics, Inc. for Sanitary Sewer Asset Management Services.

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

REGULAR COUNCIL MEETING
NOVEMBER 19, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: NOVEMBER 14, 2012
SUBJ: SANITARY SEWER ASSET MANAGEMENT INITIATIVE
AUTHORIZE AGREEMENT WITH REDZONE ROBOTICS, INC.

INTRODUCTION

The 2013 Budget for the Sewer fund includes a project that will collect information and build a database to aid the City in managing the public sanitary sewer infrastructure. Staff has negotiated an agreement for the provision of the necessary services. City Council authorization for the agreement is requested at this time.

DISCUSSION

The City of Shoreview owns and operates a municipal sanitary sewer collection system consisting of over 116 miles of buried pipe, more than 2,100 manholes and 17 sewer lift stations. These pipes range in sizes from 6 to 36 inches in diameter and vary in their material type. Our best estimate of the composition of our system at this time is:

Cast/Ductile Iron Pipe (CIP/DIP)	2.94 miles	(2.5%)
Reinforced Concrete Pipe (RCP)	20.79 miles	(18.0%)
Polyvinyl Chloride Pipe (PVC)	40.72 miles	(35.1%)
Vitrified Clay Pipe (VCP)	51.42 miles	(44.4%)

Based on the records we have, the value of the City's sanitary sewer collection system using current construction estimates exceeds \$51M. Shoreview's 2012 Comprehensive Infrastructure Replacement Plan estimates over \$15M in expenditures over the next 30 years to rehabilitate sanitary sewer infrastructure. Given the magnitude of these numbers it is in the City's best interest to have the most accurate asset management tools in place as possible. We have historically used project specific video records, reports and sewage back-up experiences to help prioritize sanitary sewer rehabilitation projects. At this time we have video inspection reports for less than 25% of the system; much of that information is more than 15 years old and obsolete.

We have record plans of the original construction of the sanitary sewer lines in the city that we use as the foundation of our management system. In the case of sanitary sewer construction that was in the context of a public improvement, designed and inspected by city employees and/or consultants and specially assessed, we've found these records to be generally accurate and helpful. However, a significant amount of public infrastructure in Shoreview was built as a function of housing developments by private developers. In these cases our records are lacking and often don't reflect adjustments that were made "in the field" during construction. There have been numerous instances of

discovering significant discrepancies between the records and actual locations, sizes and material types of sewer pipes as we've repaired them. In this regard we feel that we're operating with an incomplete record of the sanitary sewer system.

As the system ages, and given the constraints of the available funds for rehabilitation, it follows that there is a pressing need for the City to have an improved sanitary sewer infrastructure database and asset management system. Our goal is to have a tool similar to our Pavement Management Program (PMP) where we can more effectively identify future rehabilitation needs of the sanitary sewer collection system and be able to better estimate those costs. While we have sound preventative maintenance philosophies and a relatively limited history of sewage back up claims, there is recognition that we need better information concerning the actual condition of the underground pipes as our system ages.

We expect that an improved asset management approach for the sanitary sewer collection system would serve the City by:

- Helping avoid or reducing sewage backups through proper operation and preventive and predictive maintenance.
- Identifying the priorities for proactive capital expenditures that reduce annual and overall costs.
- Insuring that the existing sanitary sewer infrastructure supports land use changes and potential redevelopments.
- Assists in setting and maintaining stable and justifiable user rates.

The City has identified a tangible benefit from the strategy of re-lining certain portions of the sanitary sewer system. Efforts to reduce Infiltration and Inflow (I & I) have been cost effective given corresponding reductions in sewage treatment costs (approx. \$1.7M annually) and surcharges paid to Metropolitan Council Environmental Services. A better asset management tool for the sanitary sewer collection system will result in more refined re-lining priorities and an optimized schedule for future system replacement or repair projects. That will, by extension, help the City control future sewage treatment costs.

With these goals in mind, staff has researched asset management options that are applicable for systems of our size and complexity. The best condition data is still derived from televised/visual inspections, which has been the industry's approach for the past 40 years, but the advances in technology have allowed the data to be digitized and integrated with GIS and other mapping tools. In the past, the City would receive televised sewer inspections in the form of video tapes (1980/90's) or more recently DVDs. Paper reports concerning defects, locations of services, and other data would be supplied with the visual inspections. There really isn't a feasible way to integrate all the records over the various formats into a usable tool for the City.

Further, less than 20% of the mileage of buried sanitary sewer lines has ever been televised/inspected; staff was attempting to build that database over time much the same way we had at one time attempted to change out all of the City's water meters through small allowances in the operational budget over a succession of years. As we concluded from that experience, it's in the City's long term interest to have the benefit of that completed effort (and realize the economy of scale) as soon as possible. We estimate

that the City could save approximately 20-25% on the cost of televised sewer data collection by virtue of a single one-year effort as opposed to continuing to build the database in small annual increments.

Improved technology allows the City's entire system of sanitary sewer lines to be televised robotically, in less than one year, and have the data usable in an asset management system that would allow us to more accurately forecast and optimize future rehabilitation (re-lining) projects. We believe the "shelf life" of this visual inspection data is about 10 years; at that time the City would need to reinspect the sewer lines but there would be a template for what data would be collected and how it would be implemented.

Our analysis of the City's needs and examination of options in the market led us to a series of meetings over the past year with the firm RedZone Robotics of Pittsburgh, PA. The firm has for some time been on the forefront of using advanced technologies for infrastructure inspection and data collection, but in the past few years began developing a complete, web based asset management module to integrate the inspection data into a supported, usable system for public works departments. They market this package of data collection, characterizations of conditions, supported and hosted web based software and integration with Shoreview's GIS as their Your Entire System (Y.E.S. Program). One very interesting aspect of their proposal, and unique in the market as far as we've determined, is that while the data would be collected and system fully functional within 12 months, their agreement would allow the City to pay for the services over a 5 year period.

Attached is a copy of the draft agreement between the City and RedZone Robotics that would be presented for future consideration by the City Council. The total cost of the services described above, which include robotic data collection and integration, software installation and support, and staff training is \$609,695, or \$121,939 per budget year. The agreement addresses all aspects of the data collection, reporting and software services, and includes initial configuration, data security, technical support, training and upgrades.

RedZone has demonstrated success in assist with sanitary sewer asset management for numerous cities including Seattle, WA, New York City, Dallas, TX, and Cedar Rapids, IA. Shoreview would potentially represent one of their smaller municipal clients, but it appears that RedZone has successfully scaled their project approach to fit. City staff spoke with current clients of RedZone Robotics to gain insight regarding their relationships. Russell Thies, Assistant Director of Utilities for Augusta, GA gave a very positive account of the services provided by RedZone and agreed with the assessment that RedZone was the logical provider of these services for Shoreview's system.

The value of these proposed services is reflected in the preliminary 2013 budget for Sanitary Sewer Operations, 602-45550-3190 (Contractual Fees) and has been comprehended in the analysis of future sanitary sewer rates.

RECOMMENDATION

The City Council discussed this project in detail at its November 13, 2012 workshop meeting and was supportive of undertaking this initiative. Based on the foregoing information, staff recommend that the City Council authorize the agreement with RedZone Robotics, Inc. for the development of a Sanitary Sewer Asset Management System.



Unsolicited Proposal for

**Professional Services Agreement for System-Wide Sanitary
Sewer Categorization & Development of a Wastewater Asset
Management Information System**

City of Shoreview, MN

June 12, 2012

Submitted by:

Contact Name	Matt Loberg
Company Name	RedZone Robotics, Inc.
Address	91-43rd Street
City, State, Zip Code	Pittsburgh, PA 15201
Telephone	612.202.3424
E-mail	mloberg@redzone.com

This proposal is intended solely for the consideration of the addressee.



June 12, 2012

Mark Maloney, P.E.
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

**RE: Professional services proposal for system-wide collection system characterization.
RedZone Robotics Y.E.S. Your Entire System Program**

Dear Mark:

Based on our discussions I am pleased to extend to you this offer for RedZone's unique 'Y.E.S. Your Entire System' program with our current promotional terms and conditions.

Benefits of the Y.E.S. Your Entire System program include:

- Efficient and focused spending of capital and operations and maintenance dollars
- Easier meeting of service expectations and regulatory requirements set forth by Metropolitan Council Environmental Services.
- Fact based rate setting based on sound operational planning
- Establishing a centralized system of record to document the system and its condition for today and for future managers.

From our discussions, it is clear that you share many of the common challenges faced by today's wastewater asset managers including the following:

- Increasing demand for services & stringent regulatory requirements
- Determining the optimal time and method for rehabilitation
- Limited resources and funds
- Desire to set rates at proper levels

All of these challenges are compounded by a lack of facts pertaining to the current state of the abundant, difficult to access collection system.

This proposal provides the most efficient and cost effective means to provide you with the highest quality condition assessment and management tools and technologies to execute a sustainable infrastructure management solution. RedZone will use advanced, autonomous data collection technology to efficiently map and inspect the entire wastewater collection system. This information will be paired with software to manage the data in one centralized location, and will include decision support tools to enable prioritization and planning. The program will enable you to be proactive and make fact based decisions about how to best use scarce financial and human resources.

We thank you for considering our technology and services and welcome the opportunity to work together.
Sincerely,

Matt Loberg
RedZone Robotics, Inc.

RedZone Robotics Firm Background

About RedZone

RedZone Robotics simplifies wastewater management by providing municipal clients with the truly meaningful information that is required to make critical decisions on their infrastructure. RedZone Robotics is the industry leader in world-class robotic inspection technologies and sophisticated data-analysis software. RedZone provides the most accurate and comprehensive pipe condition information in the industry.

RedZone consistently delivers high performance pipeline inspection products and services for municipalities, contractors and engineering firms across North America.

Today's wastewater managers are tasked with making critical decisions about their most valuable assets, their buried infrastructure. By combining innovative robotic inspection technologies with an easily deployed software-as-a service, we facilitate a continuous asset management cycle of Map, Inspect, Understand, Plan & Execute.



At RedZone, we take full advantage of world class robotics and software engineering resources and the invigorated business atmosphere to combine world class robotic inspection technologies with sophisticated data analysis software. Our solutions provide the truly useful information that is required to make better decisions while managing risk, optimizing spending and reducing environmental impacts.

A TRUSTED PARTNER GLOBALLY

Over 100 Wastewater Clients, including:

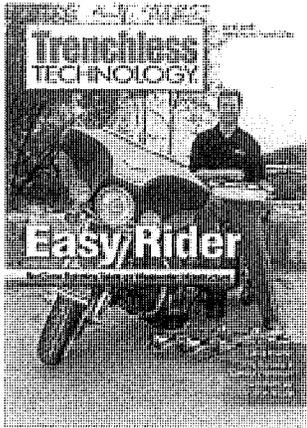
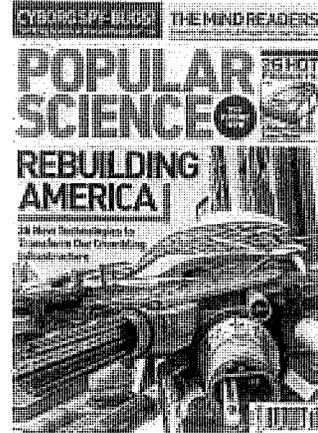
- o King County – Seattle, WA
- o New York City, NY
- o Los Angeles, CA
- o Baltimore, MD
- o Columbus, OH
- o DCWASA – Washington, DC
- o San Jose, CA
- o Ft. Worth/Dallas, TX
- o Honolulu, HI
- o Chicago, IL
- o Akron, OH
- o Cedar Rapids, IA
- o San Antonio, TX
- o Cincinnati, OH
- o Las Vegas, NV
- o Portland, OR
- o Richmond, VA
- o Salt Lake City, UT
- o Houston, TX
- o Atlanta, GA
- o Pittsburgh, PA
- o Toronto, Canada
- o Montreal, QC
- o PUB – Singapore
- o Riyadh, KSA
- o Mexico City, MX



Recognized Innovators:

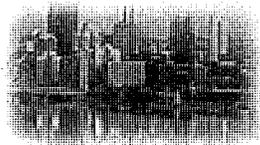
At RedZone we pride ourselves on practical, innovative solutions and our innovations have been recognized recently in some popular industry and technology journals such as Trenchless Technology & Popular Science.

The more mainstream magazine Popular Science identified SOLO, our autonomous inspection robot, as one of 26 technologies that may help transform America's crumbling infrastructure...



Trenchless Technology featured our business in general based on our recent innovations, most notably the launch of SOLO, the world's first commercially available, autonomous pipe inspection robot.

Municipal Sewer and Water featured our client Rimersburg, PA. They had a state DEP consent order removed and \$3M in required construction of a new treatment plan cancelled.



RedZone Robotics Inc. www.redzone.com

Corporate Headquarters:
91 43rd Street, Suite 250 Pittsburgh PA 15201

Phone (412) 476-8980
Fax (412) 476-8981

EXECUTIVE SUMMARY

THE PROBLEM:

Working collaboratively, the City of Shoreview and RedZone Robotics have framed out a scope of work based on the RedZone Y.E.S. Your Entire System program to address the fundamental problem facing most collection system managers: a lack of a complete baseline understanding of the true current state of assets.

The failure to truly understand the current state of collection system assets makes it needlessly difficult to answer these common questions that collection system managers must deal with:

1. Where are the most pressing problems to address in order to maintain services?
2. What are my long-term concerns that need to be factored into future CIP and O&M budgets?
3. What are the most appropriate projects to do at any given time to maintain services?

Ultimately the critical question is, "What is the best way to spend the limited funds available to be the most responsible steward of these abundant and critical wastewater assets?" The answer lies in information that to-date has been unattainable, but that will be gathered and made easy-to-use with this program.

According to the EPA, sewer system assets that are not sufficiently understood and proactively maintained will typically deteriorate faster than expected and lead to higher replacement costs and emergency repair costs. The EPA stipulates that there are 5 core questions at the core of proper asset management practices:

1. What are my required levels of service?
2. What is the current state of my assets?
3. Which are my critical assets?
4. What are the minimum life cycle costs?
5. What is the most appropriate long-term funding strategy?

Typically people are so consumed with #1 that they never get to 2-5

THE SOLUTION:

Enabled by uniquely aligned financial incentives, and industry leading technologies, the RedZone Y.E.S. Your Entire System program proposed for Shoreview will provide the following benefits:

1. Gain a complete and accurate understanding of the collection system and its true baseline condition
2. Establish a centralized system-of-record to manage essential information
3. Achieve 'smart sewer spending' by making defensible, fact based decisions
4. Facilitate compliance with local and federal regulatory agencies
5. Protect the environment from disasters resulting from unknown problems
6. Make better use of resources. Do 'more with less'.



'Y.E.S. YOUR ENTIRE SYSTEM' PROGRAM SPECIFIC HIGHLIGHTS:

The Y.E.S. Your Entire System Program provides you with one vendor with well aligned financial incentives and unique technology solutions to provide the following:

1. Current state characterization of the entire collection system in approx. 12 months
2. Characterization of findings/defects in pipes according to industry standards (NASSCO PACP)
3. Industry leading ICOM3 collection system asset management software as a hosted service (SaaS)

PROJECT UNDERSTANDING:

From our discussions, RedZone Robotics, Inc. recognizes that Shoreview seeks to be a leader in collection systems management and provide high quality services to its residents. It is important to have facts to ensure that user fees are adequately set and funds are spent most wisely.

Presently, Shoreview lacks a centralized system of record for data management and the means to populate that database efficiently with accurate information.

This proposal outlines how technology can be deployed to address the five core components of asset management practices that are consistent with the EPA and DEP recommended best practices asset management, with those being:

1. Inventorying current assets
2. Knowing and planning for the required levels of service
3. Identification of critical assets
4. Establishing minimum life cycle costs
5. Formulating a long term funding plan

To address these critical success factors RedZone proposes to deploy assessment and information systems technologies that are innovative and specialized and will enable Shoreview to better meet service level requirements, comply with regulatory mandates, save money, save the environment and become the best possible steward of their underground infrastructure, all while not incurring any new bonded debt.

Unique and innovative ideas and approaches

Unique characteristics of this proposal that support the overall objectives are as follows:

- Autonomous robots will be used to set a baseline condition assessment of the collection system. The use of autonomous robots helps keep available human resources flexible and available to deal with other reactive day to day O&M issues. These robots can be easily deployed off-road, and with minimal disruption to traffic and to the community.
- The baseline assessment of the scope of work in the collection system is estimated to be completed within approximately twelve (12) months of the issuance of a contract, pending a mutually agreeable schedule. This is contrary to the counterintuitive practice of inspecting small increments of a collection system over an extended period of time while annually making project based decisions on what projects to do while armed with limited information.
- All baseline analytics will be synchronized with our ICOM3 centralized software-as-a-service platform (SaaS). ICOM3 will leverage Shoreview's existing GIS map.
- The SaaS will operate in both an online and disconnected mode.
- You will have the ability to prioritize the collection system and put together a fact-based capital improvement plan (CIP) and plan for CIP and Operations budgets.
- Custom GIS overlays will be created to show, at-a-glance, the critical assets within the collection system.

**YOUR ENTIRE SYSTEM (Y.E.S. Program)
PROFESSIONAL SERVICES, SUBSCRIPTION AND LICENSE AGREEMENT**

This Agreement is made and effective as of _____, 2012 (the "Effective Date") between RedZone Robotics, Inc., a Delaware corporation ("RedZone") with its primary place of business at 91 43rd Street, Suite 250, Pittsburgh, PA 15201 and the City of Shoreview, MN with an address of 4600 Victoria St. N, Shoreview, MN 55126 ("Client").

PREAMBLE

RedZone has developed and offers a program which provides its clients with access to a combination of professional services and follow-on software and data services that collect, process and present data useful in the management of municipal wastewater management systems (as more completely described in the Agreement below, the "Service"). Access to the Service and its attendant data and functionality is provided by RedZone on a subscription basis pursuant to the terms and conditions set forth in this Agreement.

Client desires to obtain access to the Service and RedZone is willing to make access to the Service available to Client according to the terms of this Agreement. Therefore, the parties agree as follows with the intent to be legally bound:

AGREEMENT

SERVICES AND PAYMENT

1. Service. Subject to the terms and conditions set forth in this Agreement, RedZone hereby agrees to provide to Client access to the Software Services and perform the related Data Gathering/Inspection Services and Reporting Services (collectively referred to herein as the "Service" or "Services"). As used herein, the "Data Gathering/Inspection Services" and "Reporting Services" are those professional services described on Exhibit A attached hereto and made a part hereof, plus any mutually executed orders for additional services ("Service Orders") included as part of this Agreement after the execution date of this Agreement. "Software Services" are the then-current version of the hosted software functionality and related Client Software, plus any mutually executed Service Orders. Data Gathering/Inspection Services and Reporting Services are collectively referred to herein as "Professional Services". All mutually executed Service Orders shall be incorporated by reference into this Agreement and made a part hereof.

2. Changes to the Services.

(a) Mutual Changes. From time to time, the parties may mutually agree to add new or supplemental Services to be provided to, or accessed by, Client under the terms and conditions of this Agreement by mutually executing Service Orders describing such new or supplemental Services. Upon execution, all additional Services under any Service Orders shall be included within the definition of Services hereunder (and the definitions of Software Services, Client Software, Data Gathering/Inspection Services, and/or Reporting Services, as applicable) and governed by the terms and conditions set forth in this Agreement.

(b) Client Changes. If Client desires to modify the scope or performance of then-existing Services, Client shall describe the desired modifications to RedZone. Promptly following RedZone's receipt of Client's written request for a change, RedZone shall submit a written change order proposal to Client in the form of a new Service Order proposal. Such change order proposal shall include, among other items, an estimate of additional or reduced charges to Client for the modified Services, if any, and any expected impact the change will have on the scheduled milestone date(s), functionality, or other aspects of the Services or performance thereof. On Client's written approval of the changes detailed in the Service Order, the mutually executed Service Order will become a part of this Agreement.

(c) RedZone Changes. Notwithstanding anything to the contrary herein, RedZone reserves the right, in its sole discretion, to alter or modify the Services at any time and further retains the right to make such alterations or modifications generally available to other users of the Services. None of the alterations or modifications referred to above may adversely affect the performance or overall functionality of the Services as described in This Agreement.

3. Fees & Payment

It is the shared understanding between both Client and RedZone that no payment will be made until after January 1, 2013. Any service rendered by RedZone in advance of the Client FY 2013 budget appropriation would be done in accordance with the at-risk nature of This Agreement and payment for such services would be subject to the Non-Appropriations language contained herein.

(a) Service Fees. In consideration of the Services, Client agrees to pay to RedZone the fees specified on Exhibit A, as well as fees specified in any Service Orders. All fees are based on the Services purchased and not actual usage; payment obligations are non-cancelable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term.

(b) Professional Services Fees.

(i) Fixed Price. If this Agreement provides for payment of Services fees on a "Fixed Price" basis, RedZone will invoice Client for work performed accordingly. If RedZone is delayed in completing the Fixed Price Services beyond the estimated schedule for such work and such delay is due to circumstances detailed in Section 21 below, then RedZone shall notify Client that its performance of the Fixed Price Services may be delayed. In such cases RedZone's obligations may be reconsidered, the time to provide the Fixed Price Services may be extended or otherwise modified, and RedZone may renegotiate the fixed fee.

(ii) Time & Materials. If this Agreement provides for payment of Services fees on a time and materials (or "T&M") basis, such T&M Services shall be provided at RedZone's then-current, or previously agreed upon, T&M rates. On a T&M engagement, if an estimated total amount is provided for, that amount shall be solely a good faith estimate for Client's budgeting and RedZone's resource scheduling purposes and not a guarantee that the T&M Services will be completed for that amount; the actual amount may be higher or lower.

(c) Invoicing and Payment. All payments hereunder are due Net 30 days of RedZone's invoice. RedZone may charge a late fee at the rate of 1-1/2% per month or the highest lawful rate, whichever is less, on all invoices outstanding 60 days past invoice date. Client's obligation to pay the amounts set forth herein will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever. Client hereby agrees and authorizes RedZone to make provisions for the direct withdrawal/payment of the fees for Services hereunder from Client's main general funds bank account (the "**Client Bank Account**"). Client shall provide to RedZone such information, and execute such documentation, as necessary to permit the direct payment from the Client Bank Account. Such direct payments shall cease upon the termination of this Agreement pursuant to its terms. To the extent any rates, fees or other prices are stated to be fixed for a period of time under this Agreement, RedZone reserves the right to make equitable adjustments for inflation as follows: If at any time during the Term, the "PPI" (as defined below) exceeds 5% when compared against the PPI on the Effective Date, then RedZone shall increase quarterly installment amounts from that date forward by a percentage that equals the excess of the most recent PPI over the 5% threshold. As used herein, "PPI" shall mean the Producer Price Index for all "Finished Goods" as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The parties shall compare the most recent published PPI as of the date of RedZone's quarterly invoice against the most recent published PPI as of the Effective Date of this Agreement.

(d) Overdue Payments. Client's failure to pay any amount provided for herein shall constitute a material breach of this Agreement. If Client's account is 30 days or more overdue (except with respect to

charges then under reasonable and good faith dispute), RedZone may, in addition to any of its other rights or remedies, suspend Client's access to the Services and/or suspend provision of Services until such amounts are paid in full. If such failure to pay has not been cured within 30 days of the due date, then upon written notice to Client RedZone may terminate this Agreement.

(e) **Non-Appropriation of Funds:** Notwithstanding anything contained in this Agreement to the contrary, if no funds or insufficient funds are appropriated and budgeted in any fiscal period for Payments due under this Agreement, Client will immediately notify RedZone of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Client, except as to the portions of Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Client agrees to peaceably surrender possession of the Software to RedZone at the date of such termination. RedZone will have all legal and equitable rights and remedies to take possession of the Software. Notwithstanding the foregoing, and to the extent permitted by law, Upon such termination, Client shall have the right to Client Data in a format to be determined by RedZone. Client further agrees that it will not cancel this Agreement under the provisions of this Section if any funds are appropriated to it, or by it, for the intended use of the Services and Software for the period in which such termination occurs of the next succeeding fiscal period thereafter.

(f) **Appropriations and Budgeting.** Client acknowledges that the RedZone is incurring substantial upfront costs in performing the immediate and near term Services detailed herein, which costs will not be fully recouped until the Total Amount is paid in full. It is Client's intent to make payments for the entire Total Amount so long as funds are available therefor and in that regard Client represents that the use of the Services is essential to its proper, efficient and economic operation. In entering into this Agreement, Client reasonably believes that sufficient funds can be obtained to pay the Total Amount set forth herein during the Term specified in Exhibit A. Client hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Total Amount may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Except as otherwise set forth in section 3(f) below, if this Agreement is cancelled prior to the expiration of the complete Term either (i) by RedZone as a result of Client's uncured material default or (ii) by Client for any reason, except for a material uncured default by RedZone, then RedZone shall have a right to accelerate its claim for the then-remaining balance of the unpaid Total Amount as of the time of such termination and Client shall pay such accelerated, unpaid balance upon RedZone's written demand therefor.

(g) **Taxes.** Unless otherwise stated, RedZone's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on RedZone's income or property. If RedZone has the legal obligation to pay or collect Taxes for which Client is responsible under this Section, the appropriate amount shall be invoiced to and paid by Client, unless Client provides RedZone with a valid tax exemption certificate authorized by the appropriate taxing authority.

SOFTWARE SERVICES TERMS AND CONDITIONS

4. Grant of Access to Software Services. RedZone hereby grants to Client and its Authorized Users access to the Software Services as described herein, through User Identities (defined below) for Client's internal purposes and Client accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Client's rights hereunder, and access to the Services, are non-assignable, non-transferable, and non-sublicenseable.

5. Obligations of Client.

(a) Client has appointed an individual (or individuals) ("**Administrative User**") to serve as liaison between Client, Authorized Users and RedZone. Administrative Users are Client's duly authorized agents to act on behalf of Client on all matters related to the Software Service.

(b) Client shall have sole responsibility for deciding which of its employees, contractors, agents and sub-contractors ("**Authorized Users**") will be granted access rights to the Software Services to act on behalf of the Client to enter and access data in and through the Software Services. The Administrative User shall identify Client personnel to be provided access to the Software Services as Authorized Users by submitting requests through the Software Services ("**New User Registration Requests**"). RedZone shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrative User's User Identity as the sole basis for determining Client's authorization in granting access to Authorized Users identified on such New User Registration Requests.

(c) The identity of Authorized Users will be verified by the use of user names together with a password, as created by the Administrative User or the Authorized User using the Software Services ("**User Identities**"). Client agrees that it is solely responsible for securing its User Identities and not sharing such User Identities with others. RedZone will assume that any person using the Services under a given User Identity is the individual associated with such User Identity in RedZone's records and will grant access to information and any other capabilities accordingly. Using, or permitting the use of, the Services under User Identities not actually assigned to a particular individual is prohibited.

(d) Client will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment relationship with specific Authorized Users ("**Access Control Administration**"). Client will be responsible for ensuring that each Authorized User understands and agrees to the standards of conduct and use for the Services set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(e) Client agrees that the Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain from using the Service for any other purpose ("**Prohibited Conduct**"). "**Prohibited Conduct**" shall include, but is not limited to, accessing, tampering with or using areas of the Services or RedZone's computer systems that exceed the scope of Client's authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Services to transmit any unsolicited advertising; and the knowing transmission of any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Services or other computer network systems of RedZone as a result of access thereto by Client and its Authorized Users. Client shall be strictly liable to RedZone for, and shall indemnify, defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Client or its Authorized Users.

(f) Client agrees not to use the Service in a manner that results in excessive bandwidth or storage capacity usage. RedZone reserves the right, in its sole discretion, to determine whether and what action to take in response to any excess bandwidth or storage capacity usage, including without limitation temporary suspension or restriction of Services for Client and/or termination (after consultation with Client).

(g) Client represents, warrants and covenants to RedZone that all data and other information provided to RedZone uploaded or input by or on behalf of Client or its Authorized Users to the Service:

(i) shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and

(ii) shall not violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"Intellectual Property Rights" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(i) Hardware, software and other equipment used by Client to access the Software Services must meet the minimum computing requirements and other specifications as defined in RedZone's product literature, as RedZone may adjust from time to time.

(j) Client is responsible for all Internet, communication and other costs associated with the use of the Services.

6. Data Security Reviews. RedZone hereby represents and warrants that all data centers used in the provision of Software Services hereunder have been the subject to an annual SAS70 Type II audit with no material deficiencies in controls reported and will continue to be subject to an annual data security audit, whether under the SAS70 Type II standard or a reasonably similar successor to the SAS70 standard

7. Data. Client shall hold all right, title and interest in and to (a) all data and information provided by Client to RedZone during the Term of this Agreement; and (b) all video data resulting from condition assessment and the formatted data table of the inspection results pertaining to Client and/or its wastewater system or other assets ("**Client Data**"); provided however Client hereby grants to RedZone a limited, fully-paid, royalty free, worldwide, non-exclusive, irrevocable, right and license to use, reproduce, modify, adapt, enhance, improve, create derivative works of, publish, edit, translate, distribute, publicly perform, display and otherwise exploit the Client Data and any other data pertaining to Client for the purpose of performing RedZone services for Client under this Agreement and for any other RedZone purpose.

8. Technical Support. RedZone shall provide the following support services during the Term hereof ("**Support Service**"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical support regarding the use of the Software Service will be available between the hours of 9:00 a.m. and 7:00 p.m., Eastern Time ("**Normal Business Hours**"), Monday through Friday, excluding United States federal holidays. Support will be available by telephone or e-mail via contact information that will be provided on request. RedZone shall use commercially reasonable efforts to respond to calls and requests for Technical Support received outside of Normal Business Hours on the next business day. Client acknowledges that technical support to be provided by RedZone is limited to the use of the Services and does not include "help desk" assistance or similar user or technical support to Client or its Authorized Users with regard to interactions between the Service and Client hardware and/or software. Client shall be solely responsible for all such support for the benefit of its Authorized Users. Although RedZone personnel may attempt to offer assistance with such interactions between the Service and Client hardware and/or software, such issues are beyond the scope of RedZone's obligations hereunder and any advice as to such interactions shall be offered at Client's sole risk and Client and its Authorized Users agree to indemnify, defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of any advice given by RedZone personnel regarding interactions between the Services and Client hardware and/or software.

9. Planned Maintenance. From time to time, RedZone and/or a third party-hosting provider (the "RedZone Host") will update the processing server(s) on which the Services reside. Client will be notified in advance of all outages due to planned maintenance.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

10. Client Software License. As part of the Software Services, RedZone will provide to Client and its Authorized Users, software downloadable through the Software Services for local installation (the "Client Software"). Such Client Software is owned by RedZone and/or its licensors and is licensed, not sold, to Client and its Authorized Users as follows. RedZone hereby grants to Client and its Authorized Users a time-limited, revocable, non-exclusive, non-transferable, non-sublicenseable right and license to download, install and use the Client Software on equipment owned by Client and/or its Authorized Users, solely for the purpose of downloading, storing, viewing, interacting with Client Data and the hosted Software Services for Client's benefit. Except as expressly set forth herein, neither Client nor any of its Authorized Users acquire any licenses or other rights to any intellectual property of RedZone. Client and its Authorized Users are entitled only to those rights with respect to the Client Software as are expressly granted by this Agreement. Any rights that are not expressly granted by this Agreement shall not be implied. Under no circumstance, and at no time, may Client or its Authorized Users: (a) copy, reproduce, or distribute the Client Software; (b) assign, sublicense, rent or lease or use in a service bureau capacity the Client Software; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Client Software, or create derivative works from the Client Software; (d) reverse engineer, decompile, disassemble, modify, translate, or distribute the database(s) distributed and associated with the Client Software; (e) evaluate or use the Client Software for the purpose of competing with RedZone in any manner; or (f) facilitate the evaluation or use of the Client Software for the purpose of competing with RedZone in any manner.

11. Updates. RedZone will deliver updates, upgrades and modifications to the Client Software ("Updates") and associated local instance of Client Data database when an Authorized User logs into the hosted Software Services using the Client Software. Client shall be responsible for ensuring that each copy of Client Software hereunder is kept current through this connection mechanism and RedZone shall not be responsible for supporting any copy of the Client Software that has not been updated within the six (6) months immediately preceding a request for support.

12. Client Software License Term and Termination.

(a) In the event RedZone terminates this Agreement for Client's material, uncured breach, the license in the Client Software shall terminate upon the termination or expiration of this Agreement.

(b) In the event Client terminates this Agreement for RedZone's material, uncured breach, Client shall have an additional thirty (30) day post-termination period to continue to use the Client Software in compliance with the license terms set forth in Section 10 above solely for the purpose of exporting or otherwise transitioning Client Data out of the Client Software prior to deletion. The Client Software shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client during this thirty (30) day post-termination period. At the end of this thirty (30) day post-termination period, the license in the Client Software shall terminate without any further action or notice.

(c) In the event this Agreement expires at the end of the full, completed Term, provided Client has paid all amounts due RedZone under this Agreement without hold back or set-off, Client shall have one perpetual, fully-paid, non-exclusive, non-transferable, non-assignable, non-sub-licensable local usage license of the ICOM3 software to be used in compliance with the other, non-conflicting license terms set forth in Section 10 above solely for Client's internal purposes. At that time an annual Subscription, Hosting, Upgrades, Maintenance and Support contract is optional. If selected, the annual Subscription, Hosting, Upgrades, Maintenance and Support fees will be due in accordance with The Proposal attached hereto. These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal

period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license

(d) Upon termination of the license in the Client Software pursuant to Sections 12(a) or 12(b) above, Client shall immediately remove all copies of the Client Software from equipment owned by Client or its Authorized Users using the uninstall functionality included with the Client Software.

(e) Upon request by RedZone, Client shall provide a written, signed certificate from an authorized individual certifying Client's compliance with this Section 12.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

13. Professional Services. RedZone will provide project management services, perform wastewater system inspections, collect and process inspection data, integrate or otherwise convert/process pre-existing, Client-provided inspection data for use with the Software Services, all as described on Exhibit A and subject to the terms and conditions set forth in this Agreement.

14. Client's Responsibilities. Client shall provide all reasonable cooperation and assistance to RedZone in its performance of Services hereunder, including without limitation implementing the mutually agreed upon Project Plan prepared and agreed upon by the parties after execution of this Agreement.

To the extent specific work is scheduled to occur at a specified location pursuant to the Project Plan, Client shall not cancel or delay such schedule without at least five (5) business days' prior written notice. If Client does not meet this notice requirement and cancels or delays scheduled services, then RedZone reserves the right to charge Client for downtime and associated costs and expenses on a time and materials basis, including without limitation modification of travel or lodging plans.

15 Client Provided Labor. Where the Client provides labor for RedZone, the Client will indemnify, defend and hold RedZone harmless for liability, loss or expense for work-related injuries to those laborers not provided by RedZone. Client agrees to waive all rights of subrogation against RedZone arising out of the work in this Agreement, except where RedZone, its employees or agents have negligently participated in an activity or participated in an activity which is intentionally injurious to Client, its employees or agents. Client agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

16 Pre-existing Conditions. RedZone will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.

17. Environmental Conditions. All debris encountered by RedZone during performance of onsite Services hereunder is represented by Client to RedZone to be non-hazardous, requiring no manifesting or special permitting. Client shall be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

18. Undisclosed and Paper Structures; Interpretation of Drawings. RedZone assumes no liability for any errors or omissions in any drawings, maps, data or other information provided or required by Client,

including any errors or omissions made by RedZone in interpreting such data and information. Client acknowledges that the presence of undisclosed or paper structures (failing to disclose the presence of a manhole that exists, or asserting a manhole exists when it does not) may compromise RedZone's ability to accurately present analysis of pipe conditions. Without limiting any other provision of this Agreement, Client further represents and warrants that it has provided to RedZone documentation describing the existing network and structures to the best of Client's ability. If undisclosed or paper structures are encountered or discovered during the course of work then RedZone will notify client during fieldwork or inspection and, except for the provisions set forth herein with respect to additional allowances for unknown manholes, RedZone shall apply the negotiated rates for Additional Services as set forth herein to Services provided in relation to such undisclosed or paper structures. This will apply to the upstream and downstream inspection, processing, and reporting and will also result in an extension of 10 days for the delivery of required report for the affected sewers.

19. Limit of duty to address errors and omission. Client shall have up to thirty (30) days after a particular report has been delivered or made available to Client to notify RedZone in writing of any errors or omissions on such an inspection report. Any changes after this date must be agreed upon between both parties and may result in additional charges to the Client.

GENERAL TERMS AND CONDITIONS OF SERVICE

20. Excusable Delay or Failure to Perform. RedZone will use commercially reasonable efforts to keep the Software Service available for Client's use and the use of its Authorized Users. Likewise, RedZone shall use commercially reasonable efforts to meet any mutually agreed upon time to complete Data Gathering/Inspection Services or Reporting Services as set forth herein or to otherwise perform Services. Notwithstanding anything to the contrary however, RedZone does not and will not be responsible for any loss or unavailability of the Software Service, delay, inability or other failure to provide Professional Services that results from a cause over which RedZone does not have reasonable and direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions, Client's failure to make agreed upon resources available, arrange for work sites or access to sections of the wastewater system on an agreed upon schedule, delays in issuance of required permits or work authorizations not caused by RedZone's negligence or willful misconduct, failure to provide information required by RedZone to provide the Services, or provision of materially inaccurate or misleading information. Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party. Notwithstanding the foregoing, Client shall not be excused from making any payments hereunder based upon the foregoing.

21. Term and Termination; Effect of Termination.

(a) This Agreement shall become effective upon the Effective Date and continue for the Term as defined in Exhibit A.

(b) Either party may terminate this Agreement for a material breach of obligations hereunder by the other party; provided the terminating party provides the other party with at least thirty (30) days' prior written notice of its intent to terminate (which notice shall include a reasonably detailed description of the nature of the alleged breach) and the other party fails to cure such breach.

(c) With respect to any Authorized User, RedZone reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; (iii) suspend or restrict connectivity between Client Software and the hosted Software Services and/or (iv) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, or for violation of the terms and conditions of use referenced herein.

(d) In addition to the effects of termination as set forth in Sections 3(f) and 12 above, upon termination or expiration of this Agreement for any reason, (i) Client shall pay to RedZone all fees, costs and expenses due and payable for Services provided prior the effective date of such termination or expiration; (ii) RedZone shall have no further obligation to provide Services to Client, except as expressly set forth in Section 12; and (iii) Client shall have no further right to access or receive Services hereunder, except as expressly set forth in Section 12.

22. Title.

(a) Ownership of Client Data. Ownership of all Client Data shall remain with Client, provided that Client grants to RedZone the limited rights and licenses as set forth in Section 7 above. RedZone recommends that Client regularly backup Client Data via export using functionality available through the Service. Client acknowledges and agrees that RedZone shall have the right, but not the obligation, to delete some or all of the Client Data from RedZone equipment upon termination or expiration of this Agreement and Client acknowledges that, upon termination or expiration of this Agreement, RedZone shall have no further obligation to Client to preserve or store Client Data.

(b) RedZone Ownership. Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such marks without the express written permission of RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

23. Disclaimer of Warranties

(a) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL INFORMATION, DATA, SOFTWARE, AND SERVICES PROVIDED THROUGH THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. REDZONE DISCLAIMS AND CLIENT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SERVICE AND CLIENT OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SERVICE, EQUIPMENT, SOFTWARE, INFORMATION OR DATA. CLIENT AGREES THAT REDZONE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF REDZONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Notwithstanding anything to the contrary herein, the conditions of Client's use and application to Client's maintenance, budgeting or other decisions of output of the Services and other recommendations, advice and information (whether verbal or written) provided by RedZone hereunder, including criticality rating, (together, the "Recommendations") are beyond RedZone's control. Therefore, it is imperative that Client evaluate for itself all data, information and Recommendations provided by RedZone hereunder to determine to Client's own satisfaction whether such data, information, or Recommendations are suitable, are accurate, current, and appropriate for the specific circumstances and timing of Client's use of the Service and subsequent decision making. This analysis at least must include Client's own evaluation of the data, information and Recommendations in light of Client's own knowledge of its assets. RedZone may not be aware of all of the specific facts and circumstances of Client and its

inventoried assets which could affect the validity, timeliness, accuracy, appropriateness and/or regulatory compliance of Client's use or application of the data, information and Recommendations presented via the Service. RedZone is also not responsible for providing, or failing to provide, architectural, engineering or surveying professional services. It is expressly understood and agreed that Client assumes and hereby expressly releases RedZone from all liability, in tort, contract or otherwise, to the extent related to Client's application and use of the data, information and Recommendations presented via the Service. CLIENT IS SOLELY RESPONSIBLE FOR THE ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ALL DATA PROVIDED BY CLIENT TO REDZONE FOR USE WITH THE SERVICES. REDZONE DOES NOT WARRANT THE AVAILABILITY, ACCURACY, RELIABILITY, CURRENTNESS AND CONTENT OF ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES. CLIENT ACKNOWLEDGES THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE VIEWED, OBTAINED OR ACQUIRED THROUGH THE USE OF THE SERVICES ARE AT CLIENT'S SOLE RISK AND DISCRETION AND REDZONE WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO CLIENT OR ITS PROPERTY. REDZONE SHALL NOT BE LIABLE TO CLIENT, CLIENT'S CUSTOMERS OR ANY OTHER THIRD PARTIES NOR DEEMED TO BE IN DEFAULT OF THIS AGREEMENT, ON ACCOUNT OF ANY DELAYS, ERRORS, MALFUNCTIONS, COMPATIBILITY PROBLEMS OR BREAKDOWNS WITH RESPECT TO THE SERVICE, REDZONE EQUIPMENT, DATA OR SERVICES PROVIDED HEREUNDER, UNLESS SUCH DELAY, ERROR, MALFUNCTION OR BREAKDOWN RESULTS SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF REDZONE.

(c) Notwithstanding anything to contrary set forth in this Agreement, in no event shall RedZone's liability or obligation for any claim, damage or other liability arising from any cause of action hereunder, regardless of the form of the action, exceed the amount actually paid to RedZone by Client for twelve months of Services hereunder. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION ARE A FUNDAMENTAL AND INTEGRAL PART OF THE BASIS OF EACH PARTY'S BARGAIN HEREUNDER, AND REDZONE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

24. Indemnification. Subject to any disclaimers or limitations of liability set forth or incorporated by reference herein, Client shall indemnify, defend and hold harmless RedZone, its past and present directors, affiliates, partners, officers, employees and agents from and against all liabilities, damages and expenses, claims for damages, suits, proceedings, recoveries, judgments or executions (including but not limited to litigation costs, expenses, and reasonable attorneys' fees) which may be suffered by, accrued against, charged to or recoverable from RedZone, its past and present directors, affiliates, partners, officers, employees or agents by reason of or in connection with Client's use of the Service, Client's performance or failure to perform, or improper performance of any of Client's obligations under this Agreement.

25. Confidentiality.

(a) Confidential Information. As used in this Agreement, "**Confidential Information**" shall mean all information concerning or related to this Agreement (in the case of both the Client and RedZone), the Client Data (in the case of Client), (and in the case of RedZone) the Service, the Client Software, the RedZone tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by

a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "Affiliate" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

(b) Nondisclosure of Confidential Information. Except as otherwise permitted by subsection (c) and the right and license granted to RedZone under Section 7 hereof, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party.

(c) Permitted Disclosures. Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; (ii) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this subsection, the party required to make such disclosure (the "Disclosing Party") shall notify the other party (the "Affected Party") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law; and (iii) use Confidential Information for purposes of a party performing its obligations and exercising its rights hereunder. Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by RedZone or its Affiliates in connection with any subpoena directed to RedZone or its Affiliates with respect to the Confidential Information of Client.

(d) Equitable Relief. Each party acknowledges and agrees that the other party would be irreparably damaged in the event that the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.

26. General Provisions.

(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "Taxes"). Customer is responsible for, and if applicable, will reimburse RedZone within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on RedZone's income.

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Client shall not sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of RedZone, except that Client may freely assign all rights, title, interest and obligations under this

Agreement to any taker of all, or substantially all of Client's assets. Notwithstanding anything to the contrary set forth in this Agreement, Client shall have the right to sub-license access to the Services to sub-contractors to the extent necessary to enable or permit such sub-contractors to utilize the Service on Client's behalf to perform data processing services for Client's benefit.

(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Pennsylvania law and any disputes regarding this Agreement shall be heard by the state and federal courts of Allegheny County, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by RedZone from its offices within the United States. RedZone makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations do so on their own volition and RedZone is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(h) This Agreement, together with Exhibit and mutually executed Service Orders, constitutes the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified only by a further written agreement executed by an authorized representative of the parties hereto.

(i) Upon execution of this Agreement, RedZone shall be entitled to (i) represent that Client is a customer of RedZone's products, including without limitation including Client's name and/or logo on RedZone's website; and (ii) issue a press release announcing this Subscription Agreement.

(j) Client hereby consents to the inclusion of Customer's name and marks in RedZone's marketing and publicity materials listing Client as a customer of RedZone and, upon RedZone's reasonable request, to serve as a reference for RedZone.

(k) To the extent that either party commences an action against the other party, the prevailing party shall be entitled to recover its reasonable attorneys' fees incurred in connection with said action or litigation.

(l) To the extent that the language set forth in this Agreement conflicts with the language of any other agreement entered into between the parties with respect to the Services, the language set forth herein shall prevail.

REDZONE

CLIENT

Name(Print): _____

Name (Print): _____

Title: _____

Title: _____

Signature By: _____

Signature: _____

EXHIBIT A

DESCRIPTION OF SERVICES & RELATED PROPOSAL

1. General

Professional services outlined in the proposal pertaining to inspection of collection system assets, collectively referred to as "Inspections", will be conducted in accordance with the following terms and conditions.

- a. **Commercially reasonable efforts to gather data-** It is understood and agreed to that RedZone's data gathering efforts may not necessarily result in a complete manhole-to-manhole traversal. The equipment used to perform the data gathering may not be able to traverse the entire length of pipeline due to conditions such as grease, deposits, debris, protruding taps, root buildups, offset joints, or other circumstances. When conducting data gathering, RedZone will make one initial pass to complete the entire length of a pipeline. If the first attempt does not complete the entire length, RedZone will perform a second pass beginning from the opposite manhole. This two-pass method constitutes a commercially reasonable effort by RedZone to complete the data gathering and satisfies RedZone's obligations within the scope of work contemplated by this Agreement and the information obtained will be presented as such. Additional services by RedZone to complete inspection may be available pursuant to separate written change order or agreement after Client has cleared problematic conditions.
- b. **Flow conditions** - The quality and value of the information collected during the Inspections depend upon flow conditions encountered during the attempted inspection. RedZone will coordinate with the Client's project manager to provide its inspection schedule. The Client may at times be asked to perform actions such as line-plugging or modifying pump station or treatment plant operations to affect the pipeline flow levels in conjunction with RedZone's Inspection activities, at Client's discretion and cost, to mitigate some effects that high flow rates may have on the Inspections. RedZone shall not be responsible for issues concerning quality or value of data, or re-performance of inspections attributable to flow conditions.
- c. **Pipe and manhole location** - RedZone will make best efforts to locate manholes and access points that are required to complete the Inspections. RedZone will use maps provided by the customer and make reasonable efforts to search for manholes and access points in the expected vicinity of each required manhole or access point. Certain manholes may not be possible to locate, for reasons including but not limited to: inaccurate mapping provided by the customer or the manhole being situated in an unreachable location (paved over, buried, under water, restricted area, etc.). RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was not able to locate. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were successfully located to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with Client's project manager to provide its inspection schedule. The Client may perform actions such as flagging manholes or uncovering buried manholes in conjunction with RedZone's Inspection activities, at the Client's discretion and cost, to increase the number of manholes that RedZone is able to successfully locate using its best efforts. RedZone assumes no liability for any errors or omissions in any maps or other location information provided by Client, including any errors or omissions made by RedZone in interpreting such Client-provided information.
- d. **Pipe and manhole access** - RedZone will use commercially reasonable efforts to access manholes and access points that are required to complete the Inspections. Certain manholes may not be possible to access, for reasons including but not limited to inability to locate the manhole, the manhole being in an unreachable location (paved over, buried, under water, forbidden area, etc.), or due to the manhole cover being locked, damaged such that it is inoperable, or otherwise impossible to remove without specialized tools and equipment. RedZone will use the ICOM3 software to highlight manholes or access points that RedZone was

not able to access. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were accessible to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with Client's project manager to provide its inspection schedule. The Client may perform actions such as uncovering buried manholes, coordinating for access to private property or forbidden areas, or removing locked or damaged manhole lids, at the Client's discretion and cost, to increase the proportion of manholes that RedZone is able to successfully access using commercially reasonable efforts.

- e. **Scope of inspection work** - RedZone agrees to use commercially reasonable efforts to complete the data gathering as described in the proposal. Client can direct RedZone regarding which pipelines Client would like RedZone to inspect, up to the indicated footage quantities. The parties will mutually agree on an allocation of the indicated footage quantities by specified line segments (defined on a manhole to manhole basis). For each line segment agreed upon, the allocated footage for such line segment will be deducted from the Client's purchased total whether the inspection is fully completed or attempted by RedZone as follows. For completed inspections, the actual footage of the inspection as measured by the inspection device will be deducted from the Client's purchased total for the relevant type of inspection footage. Pipe inspections that cannot be completed due to inability to locate or access manholes as described above will be counted as attempted inspections. The length of the pipe as shown on the associated map for which the attempted inspection occurred will then be deducted from the Client's purchased total for the relevant type of inspection footage. Inspections that do not complete the full length of the pipe asset, when summing the total of the first pass and second pass reversal attempt as described above, will similarly be counted as an attempted inspection and the full length of the pipe segment will be deducted from the Client's purchased total for the relevant type of inspection footage. When a second pass reversal inspection is conducted and results in overlapping footage between the first pass inspection and the second pass reversal, the overlapping portion of the inspection will not be deducted from the Client's footage total. If the Client desires to have additional inspections performed, the Client can request to add to the inspection scope using the Service Order process described in the contract.

2. Inspection/Sensing Technologies

In accordance with meeting the obligations of The Proposal and based on conditions of the assets to be assessed, RedZone will use a variety of sensing/inspection technologies throughout the term of This Agreement. These sensing technologies include, but may not be limited to the following:

- SOLO Robots
- CCTV

Furthermore, the platforms that move these technologies through the assets may vary as well.

3. GPS Point Collection

The purpose of the GPS point collection is to a) provide a check to ensure that a given inspection is correctly associated with the proper asset in the customer's mapping system, and b) to assist the customer in improving the accuracy and completeness of their GIS data.

- a. RedZone will use commercially available mapping grade GPS devices, which typically produce accuracy of 1 meter in latitude and longitude, and 3 meters in elevation, or better. RedZone is not a surveying company and will not employ licensed surveyors to perform this GPS data point collection. RedZone will be relying on the specified accuracy of the commercially available equipment.

REPORTING SERVICES

1. General

All efforts by RedZone to present data back to Client will be collectively referred to as "Reporting". Reporting will be conducted in accordance with the following terms and conditions:

- a. **Report delivery** - Reporting for a specific Inspection will be completed and delivered to the client no later than 90 days from the date of that Inspection.
- b. **Efforts to complete reporting** - Due to certain pipe conditions, some Inspection data may not be suitable for Reporting. It is understood that Reporting will be completed where possible subject to limitations on the quality and value of data due to pipe conditions as described in Exhibit A.
- c. **Electronic report delivery** - All reports and related video and media will be delivered to Client in electronic format only. The Client, at Client's cost and discretion, will have the ability to print hard copies of any or all electronic reports.
- d. **Report approval** - The Client shall have up to thirty (30) days after a given report has been delivered or made available to Client to notify RedZone in writing of any errors or omissions on said reports. Reports will be deemed to be approved and accepted by the Client if written notification to the contrary is not provided to RedZone within this thirty (30) day period. Any changes after this date must be agreed upon between both parties and may result in additional charges to the Client.

2. Reporting Services

- a. For data gathered from pipeline inspections, RedZone will analyze the collected data to code features, defects, and observations encountered during the inspection pursuant to PACP standards. This process will be completed by a NASSCO PACP certified individual.
- b. RedZone will load the inspection videos, photos, and database of defects into the ICOM3 software.
- c. Depending on the sensors used for the data gathering, the reporting for each inspection will include information such as: observed visual defects in the pipeline, the measured size of the pipeline throughout the length of the pipe segment, deformation in the pipeline throughout the length of the pipe segment, corrosion/wall loss/diametrical increase in the pipeline throughout the length of the pipe segment, depth and cross-sectional area loss due to sedimentation throughout the length of the pipe segment, and concentration of H₂S gas throughout the length of the pipeline segment.
- d. The Client is responsible for using gathered GPS information, at Client's discretion, to modify their GIS. RedZone will not make any changes to the Client's GIS.
- e. ICOM3 will associate each inspection's data with an asset in the Client's GIS. In the event that inspection information cannot be associated with an asset due to inaccuracies in the Client's GIS, the customer is responsible for correcting the GIS, at Client's cost and discretion, and publishing an updated GIS map to the ICOM3 software.
- f. Data resulting from Inspections loaded into ICOM3 can be opened using specialized viewer capabilities included with the ICOM3 software. These viewers enable the Client to view and virtually navigate the Solo Hemispheric images, and to view a synchronized view of all multi-sensor data depending on what sensors were used. While portions or aspects of this data may

be exported from the ICOM3 system, for instance an mpeg video or defect code database, these specialized viewing capabilities are only available when the data is viewed within the ICOM3 software.

- g. ArcGIS data compatibility. Data resulting from the Inspections will be exported in a format that is compatible with ESRI ArcGIS.

SOFTWARE SERVICES

1. General Overview

Client is looking for a solution to fully support their Sanitary Sewer Management Plan (SSMP) requirements, including efficient management of their condition assessment program. To address this need, ICOM3 is specifically designed to enable municipalities to efficiently assess their sanitary sewer collection system to make decisions regarding sewer infrastructure maintenance, rehabilitation and repair, while documenting the same. The ICOM3 application is a software solution built on a web-enabled architecture that supports future organizational growth and evolution. Users have full access to the software and their data while connected to, or disconnected from, the internet. Any work performed while not connected, is cached on the user's computer. When internet connectivity is restored, all data will synch with all users, and the hosted environment. Furthermore, ICOM3 provides the capability to import Client's Geographic Information System (GIS).

- a. The application shall provide inspection management; work management and integrated GIS based views of the Client's collection system assets.
- b. The application shall provide analysis tools for key infrastructure management activities specific to collection systems. It shall provide condition assessment, work management tools, support risk and criticality assessments, and address Client SSMP (sanitary sewer maintenance program) specific reporting and asset management objectives.
- c. The application shall facilitate maintenance decision making that reflects the balance of the use of capital and the most efficient use of staff to address prioritization of maintenance and inspection objectives.
- d. The application shall provide a set of work management tools to facilitate scheduling and assignment of work orders, customer service requests and schedule preventive and corrective maintenance. The software product shall incorporate existing work processes and have the ability to use Client forms used in daily maintenance activities.

2. Implementation Support

As per the proposal a defined number of hours of professional services have been allocated to this project to perform a variety of services including, but not limited to, training, configuration and implementation support. Details will be finalized in a jointly determined work order.

- a. **Implementation** -RedZone and Client are jointly responsible for requirements gathering, meeting with users, configuring the system and all tasks required for implementation. RedZone shall be responsible for providing, and configuring, the ICOM3 software for managing Client's pipeline inspection programs and condition assessments.
- b. **Acceptance** - RedZone shall provide a period of 30-days of acceptance testing. Subsequent to this testing, the Client will be required to sign an Acceptance Certificate. Client shall be deemed to have accepted for all purposes without reservation if Client fails to provide either a signed Acceptance Certificate or written notice of reservations within such thirty (30) day period. Commencement of productive use at any time constitutes acceptance by Client for all purposes

without reservation.

- c. **Software Installation** – RedZone shall install all required software product(s) onto Client workstations and ensure that the software runs properly within Client's Local Area Network (LAN), server and workstations.

3. Training and Technical Support

- a. **Training** – RedZone shall provide on-site and/or remote training for Client staff as mutually agreed. After installation and subsequent training, the trained individuals shall be fully qualified to operate the ICOM3 system.
- b. **Support** – RedZone provides two primary means of obtaining support for the ICOM3 application: (1) telephone support and (2) issue tracking from within the ICOM3 application. Telephone support services will be provided by RedZone personnel, Monday through Friday from 9am – 6pm EST.

4. Hosting

The ICOM3 software is provided as a hosted solution, accessed via a locally installed, RedZone proprietary client licensed subject to the terms and conditions set forth in the Agreement.

- a. RedZone will host the ICOM3 application and supporting data in a Tier-1, SAS70-compliant data center.
- b. Access to the software will be made available to the Client and any other users they wish to grant access to.

5. Engineering Support

RedZone shall provide the services of a professional engineer to assist in the review and analysis of the Client's data, such as condition assessments and capital improvement planning.

- a. Use of these engineering services will count toward the number of professional services hours allocated in the Proposal.

PROPOSAL:

City of Shoreview, MN 'Y.E.S. Program' Budget Pricing Proposal

Proposal Date:		Expiration Date:	
June 12, 2012		September 30, 2012	
Prepared for:		Prepared by:	
Mr. Mark Maloney, P.E. City of Shoreview 4600 Victoria Street North Shoreview, MN 55126		Matt Loberg Regional Business Development Manager RedZone Robotics, Inc. 612-202-3424 mloberg@redzone.com	
Opportunity Name		Opportunity Number	
MN, Shoreview Y.E.S. Program		OPP-103048	
Proposal Type:			
Formal pricing. Expires as indicated above			
General Description			
This proposal is an all-encompassing professional services offering called the 'RedZone YES Your Entire System' program. RedZone will render services and establish this system of record in the ICOM3 software during an expedited initial term			
YES PROGRAM OFFERING SUMMARY			
LINE	SKU	DESCRIPTION	
ICM-700C		ICOM3 Hosted Software as a Service: Core Framework, <500 miles of asset length	
ICM-702		ICOM3 Hosted Software as a Service: Inspection Management Module: View inspections, edit defect coding, query results, overlay results to map.	
ICM-703		ICOM3 Hosted Software as a Service: Maintenance Management Module: Schedule, issue, and track work/maintenance activities such as cleaning	
ICM-707		ICOM3 Hosted Software as a Service Asset Management Module: Create CIP Plan, Schedule, Budget. Risk and criticality calculations	
ICM-401		Software professional services: Configuration of work orders and service call forms in ICOM3	
ICM-402		Software professional services: Configuration of reports and queries in ICOM3	
ICM-500		Software professional services: Interactive training for ICOM3.	
ICM-201		Data Services: Create GIS Data from Field-collected GPS points	
INS-400		Assessment services: RZ-deploy CCTV Inspections. – non SOLO	
INS-200		Assessment services: RZ-deploy Solo inspection for 8-12" pipe	
INS-100		Assessment services: RZ-deploy multi-sensor inspection for 30" and larger pipe	
RPT-120		Reporting services: PACP coding and analysis for CCTV pipe inspections	
ICM-120		Reporting services: Load of inspection CCTV data into ICOM3	
ICM-130		Reporting services: Load of SOLO Inspection data and PACP codes into ICOM3	
RPT-200		Reporting services: PACP Coding of Solo & CCTV inspections. Includes PACP Report, MPEG Video, and V-360 imagery.	
RPT-100		Reporting services: Process all multi-sensor data and complete multi-sensor inspection report.	
RPT-399		Engineering support services: Civil engineering support to assist in set-up of work planning and O&M candidate evaluation & prioritization.	
FIN-001		Extended payment financing subject to annual appropriations	

PRICING SUMMARY

Total Cost:

- Includes aforementioned items for collection system with clarifications as hereby noted below.

MN SHOREVIEW: PIPE SIZE INVENTORY: (LF = Linear Feet)

- 8-12" Collection System Pipe segments totaling 518,298 LF
- 6", 15-30" Collection System Pipe Segments totaling 61,276 LF
- 30"+ Collection System Pipe segments using MSI totaling 3,867 LF
- Total system characterization of all lines segments not to exceed total linear feet of : 630,000 LF

PRICING PLAN : Five (5) year payments

Term: Sixty (60) month term

Total Amount: \$609,695.00

Payment schedule:

Five (5) annual payments due of \$121,939.00 OR

Twenty (20) quarterly payments due of \$30,484.75

Payment Terms

- All invoices are due Net 30

ICOM3 Software:

ICOM3 Software. At the end of the agreed upon term, an annual subscription, Maintenance and Support contract is required in order to maintain the hosted license, maintenance and support services. Annual maintenance and support fees will be in the amount of ten thousand eight hundred dollars (\$10,800) annually. These fees cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to annual maintenance and support fees will not exceed 10% for any renewal period.

The subscription, Maintenance and Support fees for the first five (5) years are included

Training and Configuration Services:

Two Hundred (200) hours of professional services have been allocated to this project to perform a variety of services inclusive of, but not limited to, training, initial configuration and engineering support. Details will be finalized in a jointly determined work order. These hours are estimated to cover the time required to provide initial training, support and project management, inclusive of the following:

- Importing of existing Client Data associated with manholes
- Importing of existing Client Data associated with any existing CCTV pipe segment data

Additional Services:

INSPECTIONS: If at any time in the agreed upon term Shoreview wishes to contract with RedZone to complete additional condition assessment work, the job will be quoted based on the required scope of work. Linear foot pricing will be eighty cents (\$0.80) per linear foot for pipe diameters of < 6", 8", 10" and 12". Linear foot pricing will be two dollars (\$2.00) per linear foot for larger diameters of pipe inspected with CCTV only. Linear foot pricing for additional multi-sensor inspections will be (\$6.00) per linear foot. These fees cover the price of RedZone deployed inspection, PACP coding, and configuring of information into ICOM3. These fees assume that a minimum scope required for RedZone services would entail ten thousand dollars (\$10,000) of fees. Nothing in this Proposal binds Shoreview to use RedZone for such additional services as other options exist inclusive of Shoreview renting equipment and self-performing or using other contractors for work above and beyond the stated scope of work in This Proposal.

DATA SERVICES: If at any time in the agreed upon term Shoreview wishes to contract with RedZone to perform data services and/or data integration services above and beyond the initial allocation for this project, RedZone will quote those services on a time and materials basis based on an hourly rate of one

hundred ten dollars per hour (\$110/hr.). Examples of data services and data integration services would be as follows but not limited to: importing and configuring data from other service providers into ICOM3, importing legacy data into ICOM3 and custom configuration of the software to meet specific needs. Please note that in the event any third party contractor provides data in a widely accepted industry standard digital format (i.e. NASSCO PACP, MACP) no data integration services should be required.

Data:

Shoreview shall receive information and reports in accordance with the scope of services described in this proposal. Except as set forth below, the data and information (the "Data") about Shoreview's pipes, properties and facilities collected or obtained by RedZone during the course of performing the Work belongs to and is the confidential and proprietary information of Shoreview. Notwithstanding the foregoing, (i) RedZone shall be entitled to retain and use the Data to provide future services to Purchaser and (ii), without disclosing the Data to any third party in an uncompiled fashion or as belonging or relating to Shoreview, RedZone may retain, store, use and compile the Data with comparable data from other parties in an aggregate fashion to create a database that RedZone may use, process and analyze to provide predictive, diagnostic and other services to other parties.

Termination & termination costs:

In the event Shoreview fails to appropriate funds towards this program in a given fiscal cycle no termination costs will be imposed by RedZone. If funds are not appropriated, software will be removed and a data migration plan of customer data will be jointly determined. If in the event Shoreview chooses to retain RedZone to assist in the data migration execution, an estimate will be provided on a time and materials basis. RedZone's assistance in such a data migration plan is not required

Proposal Notes:

1. This is a limited time introductory offering. Payment term rate will expire upon expiration date of this Proposal
2. Actual timelines and execution schedules will be formalized in a scope of work document that will be approved by both the Client and RedZone
3. No risk non-appropriations clause: Shoreview may cancel the agreement if funds are not appropriated in any pertinent fiscal cycle. If funds are not appropriated, software will be removed and a data migration plan of customer data will be jointly determined. Formal language to this effect is as follows:

Notwithstanding anything contained in [the] Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Payments due under this Agreement, Customer will immediately notify the Vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer of any kind whatsoever, except as to the portions of Agreement Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Customer agrees to peaceably surrender possession of the Software to Vendor the date of such termination. Vendor will have all legal and equitable rights and remedies to take possession of the Software. Notwithstanding the foregoing, and to the extent permitted by law, Customer agrees that it will not cancel this Agreement under the provisions of this Section if any funds are appropriated to it, or by it, for the intended use of the Software for the period in which such termination occurs of the next succeeding fiscal period thereafter.

Thank you for your consideration of RedZone Robotics, Inc.

This proposal is intended solely for the consideration of the addressee.