

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
OCTOBER 15, 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. October 1, 2012 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes—
 - Economic Development Authority, August 13, 2012
 - Economic Development Commission, August 21, 2012
 - Human Rights Commission, August 22, 2012
 - Economic Development Authority, September 10, 2012
 - Economic Development Commission, September 18, 2012
 - Human Rights Commission, September 26, 2012
3. Monthly Reports
 - Administration
 - Community Development
 - Finance

- Public Works
- Park and Recreation

4. Verified Claims
5. Purchases
6. License Applications
7. Final PUD—House of Dreams, 4001 Rice Street
8. Extension of Preliminary Plat and Development Stage Approvals—Lakeview Terrace, 3588 Owasso Street
9. Request for Additional Tax Increment Financing Assistance for Building Expansion Project—TSI, Incorporated, 500 Cardigan Road
10. Developer Escrow Reduction

PUBLIC HEARING

11. Public Hearing—Conditional Use Permit, 5277 Hodgson Road, Brad & Elena Oren

GENERAL BUSINESS

12. Planned Unit Development-Development Stage/Rezoning/Preliminary Plat—5618 Heather Ridge Court, Clyde and Arleen Rehbein

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
October 1, 2012**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on October 1, 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.

Mayor Martin introduced Mr. Joe Kelly, from the Kelly and Lemmons Law Office, who was sitting in for City Attorney Jerry Filla.

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to approve the October 1, 2012 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

Saturday, October 6 is Cleanup Day in Shoreview.

October 6th is also Heritage Day at Larson/Lepak House. The main attraction will be the dedication of the Guerin Gas Station.

Councilmember Wickstrom:

The hours of the Farmers' Market after October 2nd will be changed to close at 6:00 p.m.

Gallery 96 will hold an exhibition at the Ramsey County Public Library from November 9th to December 9th. A reception will be on November 9th.

In response to a question from Councilmember Huffman, Councilmember Wickstrom reported that at the Future Transit meeting she learned that Mn/DOT is not in any hurry to replace the Rice Street bridge over I-694. There are no structural problems with the bridge. The problem is the amount of traffic it carries. There are hopes that the needed expansion will upgrade work on the bridge through the legislature. It is her hope that area businesses will help the City lobby hard for the bridge expansion. A pedestrian bridge is also being considered.

Councilmember Huffman:

Thank you to Northwest Youth and Family Services for a great fundraising event, the Taste of Northwest.

Councilmember Withhart:

Asked if the pool is open. City Manager Schwerm stated that the pool was open a week, when a light above the deck blew a ballast and cracked the glass casing, which fell and shattered on to the deck and into the pool. The pool was emptied, cleaned and refilled within about 14 hours. The pool was reopened Sunday, September 30, 2012. All systems are working well.

CONSENT AGENDA

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

1. September 17, 2012 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes
 - Planning Commission, September 11, 2012
 - Public Safety Committee, September 20, 2012
 - Environmental Quality Committee, September 24, 2012
3. Verified Claims in the Amount of \$1,095,951.19
4. Purchases
5. Appointment of Election Judges for November 6, 2012 General Election
6. Approval of Special Event Liquor License - St. Odilia Catholic Community
7. Change Order #2 and Payment #3 (Final) - 2011 MSA Street Rehabilitation, CP 11-08
8. Developer Escrow Reduction
9. Minor Subdivision - Silverthorn Properties, 3595 Rice Street

VOTE: Ayes - 5

Nays - 0

PUBLIC HEARING**APPROVAL OF WINE AND 3.2 ON SALE LIQUOR LICENSE - CHIPOTLE MEXICAN GRILL, 1021 RED FOX ROAD****Presentation by City Manager Terry Schwerm**

An application for a wine and 3.2 on sale liquor licenses has been submitted by Chipotle Mexican Grill on Red Fox Road. The owners and managers have been informed of the City's compliance regulations. Notices were sent to area property owners, and no comments have been received. All background checks are in order. Staff is recommending approval. The scheduled opening date for Chipotle is October 23, 2012.

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

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to close the public hearing at 7:15 p.m.

VOTE: Ayes - 5 Nays - 0

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom, to approve the application for an on-sale wine and 3.2% liquor license for Chipotle Mexican Grill, located at 1021 Red Fox Road, Shoreview, Minnesota.

Discussion:

Councilmember Wickstrom emphasized how seriously Shoreview takes liquor regulations against selling to minors. Mr. Duvan, manager in charge of opening new locations, assured the Council that Chipotle also takes these regulations seriously and is open to having staff take advantage of training resources available.

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

GENERAL BUSINESS**SITE AND BUILDING PLAN REVIEW - TSI INCORPORATED, 500 CARDIGAN ROAD****Presentation by City Planner Kathleen Nordine**

The application includes parking lot improvements and building expansion. The property is zoned I, Industrial. Adjacent to it is R3, Multi-family residential to the south and R1, Single-family (west) to residential uses. The two-story building addition will be on the south end of the

existing building consisting of approximately 57,000 square feet. The exterior finish matches the existing building.

The parking lot expansion is to the west side of the property. Staff finds that the parking lot does comply with setback standards. Landscape islands are required at 10% of the parking lot improvements. The applicant proposes 7%, which staff believes is reasonable, as a main landscape island already exists. The building exceeds minimum setback requirements with a height of less than the 35 feet permitted at 30 feet.

Storm water management will include an underground infiltration chamber to capture runoff from a portion of the existing and new parking area and building addition roof. The rate and volume of runoff will be controlled to reduce the discharge rate for storm events. Overflow will drain to City storm water infrastructure at the south end of the property. The drainage and peak loads will be reduced to the southeast drainage basin. The existing curb cut will be eliminated with an earth berm to contain runoff. Overall, drainage to the southeast basin will be reduced. The northwest portion of the parking area will be regraded to drain to Cardigan Road.

Notices were sent to property owners within 350 feet of subject property. Comments received focused on storm water management and potential flooding of residential properties.

The Planning Commission reviewed the parking lot addition of the proposed plan at its August 28th meeting and recommended denial due to storm water concerns. Recommended changes were provided. At the September 25th meeting, the applicant returned to the Planning Commission with a revised storm water plan. Both the parking lot and building additions were reviewed and approved on a 6 to 1 vote. A variance to increase impervious surface from 80% to 81% was approved.

This drainage and grading plan has been reviewed by the Public Works Director and determined to be in compliance with the City's development guidelines in the Shoreview Surface Water Management Plan. Staff is recommending approval with the conditions attached in the staff report.

Mr. Peter Coyle, Larkin Hoffman, stated that he represents TSI. He introduced Mr. Tom Kennedy, President; Mr. Floyd Graebel, General Counsel; and Mr. Tom Girard, Project Manager, all from TSI. He thanked Mr. Maloney, Mr. Simonson and Ms. Nordine for all the cooperation shown to expedite this project. He explained that the drainage plan has been revised extensively. The drainage chamber was enlarged to address concerns expressed. In fact, overall runoff has been reduced, and the plan does comply with City guidelines.

Councilmember Withhart asked if the proposed infiltration chamber is similar to others in the City. Mr. Maloney stated that nothing like this configuration has been built, but if the improvements to Red Fox Road go forward, a similar system would be built in that location. This is standard infrastructure in other metro areas and is designed to reduce volume and rate of runoff in the area.

Mr. Girard stated that after excavation 6 to 8 feet down, rock will be put in and then a system of domes, more rock and then the finished surface. As the domes fill, the water will percolate down through the rocks as overflow into the chamber.

Councilmember Quigley asked if the soil will handle this type of system. Mr. Maloney stated that the soil structure is not conducive to infiltration, and that is taken into account with the rock layer. The overflow is not directed to the pond but into the City storm sewer system.

Councilmember Wickstrom asked about the plan for replacement of trees. Ms. Nordine stated that staff has accepted their plan. She also asked about snow plowing. **Mr. Girard** stated that snow plowing is at night. The beep is turned off, and the new parking lot will be done first. The plan is to disturb area residents as little as possible.

Planning Commissioner Wenner stated that TSI was asked to mitigate the flow of water from the first plan presented. The revised plan reduced water rate and water runoff. Although impervious surface is not technically reduced, the impact of the storm water system does, in fact, reduce it. He commended TSI for the innovative plan presented.

Councilmember Quigley asked the issue that caused one Planning Commissioner to vote no on the project. Ms. Nordine explained that one Commissioner felt strongly that the larger runoff issues in this neighborhood should be addressed.

Mayor Martin opened the discussion to public comments.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the Site and Building Plan review application submitted by TSI, Incorporated, 500 Cardigan Road, to expand their building and parking lot and other associated improvements, 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 grading, drainage, utility, and erosion control plans by the Public Works Director. Items identified in the attached memo from the Assistant City Engineer shall be satisfied prior to the issuance of a building permit for the parking lot expansion.
3. Revisions to the tree preservation and landscape plan shall be made in accordance with the attached memo from the Environmental Officer prior to the issuance of a building permit for this project.
4. Lighting on site shall comply with Section 204.030, Glare, of the Development Code. Details of the proposed pole, pole height and light fixture shall be submitted to the staff prior to the issuance of a building permit.
5. The applicant shall enter into a Site Development Agreement prior to the issuance of any building permits for this project.
6. The Building Official is authorized to issue a building permit for the project upon satisfaction of the conditions above.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Industrial land use in the Comprehensive Plan and I, Industrial zoning district.
2. The development supports the City's business retention and expansion goals by supporting the continued growth of a company that:
 - Provides livable wage jobs that allow residents to support local businesses and participate in community activities;
 - Maintains tax base to generate revenue;
 - Supports the economic vitality of the City.

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

Mayor Martin stated that Shoreview is fortunate to have TSI located in the City. TSI received the Manufacturer of the Year Award this past year. The Economic Development Authority (EDA) has worked hard to offer a financial assistance package, and the City looks forward to a continued partnership with TSI.

PLANNED UNIT DEVELOPMENT - DEVELOPMENT STAGE/REZONING - HOUSE OF DREAMS - 4001 RICE STREET

Presentation by City Planner Kathleen Nordine

Joycelyn Company, Ltd. has submitted an application to convert the existing office building at 4001 Rice Street to a mixed use of office and residential. The property consists of 0.75 acres with an office building of 5,160 square feet and parking area with 25 stalls with access from both Rice Street and Hodgson. A dwelling unit would be made from 2,960 square feet of office space that would include one bedroom, kitchen, bath and loft area on a second floor. Parking for this unit would be in the existing parking lot. The owner plans to live in the unit and continue operating the business. This would be considered a live/work unit, where people live and work in the same location and reflects the changing economic housing climate. The unit may be rented in the future. Adjacent land uses are Commercial, Institutional and Low/High Density Residential. The request is to rezone the property from OFC, Office to PUD, Planned Unit Development. The application also includes an application for Development Stage Review of the PUD.

The Planning Commission reviewed the application and recommended approval on a 7 to 0 vote. The Commission felt that this is an innovative use of property.

Property owners within 350 feet of the property were notified of the proposal. One response was received indicating no concerns. The Fire Marshal and Building Official require compliance with Building Code requirements for the bathroom, kitchen and egress. A building permit will be required for the remodeling work.

Staff has reviewed the criteria for a PUD rezoning and although a mixed use is not specifically permitted in property zoned OFC, Office, the primary use will continue to be office. Staff believes the use is compatible and a PUD is suitable. Adjacent land uses will not be impacted by the change, and the applicants have agreed to execute a Development Agreement with the City. As long as the space meets code requirements, the loft may be used for a sleeping area. Staff is recommending approval of the PUD and PUD Development Stage.

Councilmember Withhart expressed concern if the unit becomes rental and the office is vacant, especially because the property is a gateway to the City with high levels of traffic on Rice Street and Gramsie. Ms. Nordine noted that the City has a rental licensing program. The owner would have to obtain a license to rent, which would allow an annual inspection. If there is a change in use for the office space, an amendment to the PUD would be required. Councilmember Withhart asked how many people could rent a one-bedroom unit legally. Ms. Nordine answered that five unrelated people would be legally allowed.

Planning Commissioner Wenner stated that the Commission felt that this is an opportunity to do something innovative. However, some concern was expressed that without a garage, things like bikes, recreation and lawn equipment might be stored outside.

Councilmember Wickstrom asked if a garage could be added in the future. **Mr. Schaffhausen** stated that the building belongs to his mother who loves it. It was built by his father. She no longer drives. His business is in front and his mother will be able to live there. There is room for a garage should one be added later.

Councilmember Huffman asked if a shed could be built. Ms. Nordine stated that in this type of a district a shed is not permitted. It would be an amendment to the PUD and be reviewed by the Planning Commission and City Council.

Councilmember Withhart asked if a garage could be required. City Manager Schwerm stated that there are regulations about outside storage. The building will be used as an office. The office use will maintain the property. Ms. Nordine added that language regarding outside storage can be included in the Development Agreement at the Final Stage approval.

Councilmember Quigley stated that with a PUD, the items of concern will be controlled.

MOTION: by Councilmember Quigley, seconded by Councilmember Withhart to approve the applications submitted by Joycelyn Company, LTD, 4001 Rice Street, adopting Ordinance No. 898 rezoning the property from OFC, Office to PUD and the PUD, Development Stage for the mixed residential and office uses, subject to the following conditions:

Rezoning

1. The approval rezones the property from OFC, Office to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is OFC, Office.

3. Rezoning is not effective until approvals are received for the PUD, Final Stage and development agreements executed.

This approval is based on the following findings of fact:

1. That the proposed mixed residential office use is consistent with the policies of the Comprehensive Guide Plan and with the general purpose and intent of the development regulations. Office will remain the primary use of the property.
2. The proposed mixed residential office use will not significantly and adversely impact the planned use of the surrounding property.
3. That the applicant is willing to enter into a development agreement with the City as a condition of rezoning approval.

Planned Unit Development - Development Stage

1. The PUD permits the mixed use of this property as Office and Residential. Uses within the building will consist of approximately 2,200 square feet of office space and 2,960 square feet for residential. The residential unit is limited to one bedroom plus loft and shall have separate bath and kitchen facilities from the office use. The office space shall not be used for sleeping bedroom purposes.
2. Parking for the residential unit shall be identified on-site with signage. A minimum of two stalls must be provided.
3. The structure and uses must comply with the Building Code. A Building Permit is required prior to commencing any remodeling work.
4. A rental license is required for the residential dwelling unit if it is occupied by a person other than the legal owner thereof, pursuant to a written or unwritten agreement, whether or not a fee is charged.
5. The property owner shall enter a site development or use agreement with the City, clearly specifying the use of the property.
6. Authorize the Building Official to issue proper building permits after Final Stage approval of the PUD and execution of the development agreement.

The approval is based on the following findings of fact:

1. The proposal supports the policies in the City's Comprehensive Plan relating to land use, housing and economic development.
2. The proposed mixed residential and office land use will not adversely impact the planned land use of the surrounding property.
3. The proposal supports the changing needs of the economic and housing community.

Discussion:

Mayor Martin opened the discussion to any comments or questions from the public. There were no comments or questions.

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

ADJOURNMENT

MOTION: by Councilmember Withhart to adjourn the meeting at 8:10 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

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

Terry C. Schwerm
City Manager

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
August 13, 2012**

CALL TO ORDER

President Huffman called the meeting to order on August 13, 2012, at 5:03 p.m.

ROLL CALL

The following members were present:

Blake Huffman, Emy Johnson, Gene Marsh, Terry Quigley, and Ben Withhart.

Also Present:

Councilmember Ady Wickstrom

Mayor Sandy Martin arrived at 5:10 p.m.

Terry Schwerm, City Manager

Tom Simonson, Assistant City Manager/Community Development Director

Kirstin Barsness, Barsness Consulting Services

Max Segler, Tycon Companies

Alan Menning, Tycon Companies

Tammy Omdal, Northland Securities Financing Consultant

Floyd Grabiell, General Counsel for TSI Incorporated

Paul Girard, Team Leader Machine Shop/Building Facilities, TSI Incorporated

APPROVAL OF AGENDA

MOTION: by Quigley, seconded by Withhart to approve the August 13, 2012 agenda as submitted.

VOTE: Ayes – 5 Nays – 0

APPROVAL OF MINUTES

MOTION: by Quigley seconded by Johnson to approve the July 9, 2012 meeting minutes, as submitted.

VOTE: Ayes - 5 Nays - 0

The agenda was changed to take item (b.) under General Business first with guests present from TSI ahead of the claims and financial reports.

GENERAL BUSINESS

TSI Incorporated Expansion Project, Preliminary Review of Request for Tax Increment Financing

Simonson reported on current fund balance of TIF District No. 1, which is proposed to be used as a financing resource to assist with several business expansion projects. At the end of the District's certification in 2014, it is anticipated that the fund balance will be \$4.8 million. The City has already committed to provide an additional \$200,000 for the Stonehenge development from TIF District No. 1. It is also proposed that funds from TIF District No. 1 be used for the Midland Terrace apartment redevelopment in the amount of over \$2 million under the preliminary financing plan for that project. That would leave a balance of approximately \$2.7 million for other projects. In addition to TSI, PaR Systems and Westinghouse PaR Nuclear are also planning major expansions. TIF District No. 1 was established pre-1990 so it operates under the old tax increment rules providing much greater flexibility for the City in pooling funds to eligible projects.

Fred Grabiell, General Counsel for TSI and Paul Girard were introduced from TSI. Simonson said that the formal consideration of their TIF request for expansion purposes will be considered at the next meeting of the EDA but staff wanted to introduce the project since TSI has a very tight schedule for the project. A public hearing is scheduled with the City Council September 17, 2012. TSI currently has 440 employees and expects to have 460 by the end of the year. A building expansion of 57,000 square feet is proposed on the south end of the current building. Plans show expansion of the parking lot first because it will be impacted by the building expansion. The parking lot plan will be considered by the Planning Commission at its August meeting and they will return to the Planning Commission in September with the building plan. TSI would like to have a shell completed by winter and ready for occupancy by spring.

Unfortunately, the TSI expansion cannot qualify as a 15-year renewal TIF district like the previous district that was created in the mid-1990s because the existing building is in such good shape. It can only qualify for TIF assistance in an economic development district, which would mean creating TIF District No. 9 with a maximum of 9 years. There are fiscal disparities that the City will have also to address in accordance with the State laws. The developer is requesting TIF assistance in the amount of \$1.4 million. It is estimated that the life of TIF District No. 9 will only generate approximately \$660,000. One option for the City would be to use funds from TIF District 1 to fill in some of the gap of funds requested by TSI.

Mayor Martin noted that TSI received the Manufacturer of the Year Award from the Manufacturers Association. Besides good community outreach, TSI helps other companies to grow and mentor young engineers.

Mr. Grabiell stated that the addition would be 57,000 square feet and an additional 200 parking spots, as the company anticipates adding 100 employees at this location. An underground storage system would be installed for storm water, which adds substantial cost to the project. The soil is good for footings but not for infiltration. An expensive storm water system will have to be put in. The added parking is planned west of the building where there are other industrial

uses so as not to impact residential areas. The employee entrance will also be on the west side.

Councilmember Quigley asked if an underground storm water storage system would be an issue. Mr. Schwerm stated that another such system was put in on West Owasso Boulevard. Above ground infiltration is not an option on this site, and the system proposed will add to the cost of the project.

Noting that TSI has been a model company in the community, it was the consensus of EDA members to create a new TIF District No. 9 to provide financial assistance for the TSI expansion. The Board would like to further assist TSI with some additional amount and asked for a further detailed analysis of TIF District No. 1, to see if funds could be used from that district to cover the gap.

Midland Plaza Redevelopment - Lakeview Terrace Apartments Project Tax Increment Financing Plan and Development Agreement

Simonson stated that this proposal is a TIF plan to create TIF District No. 8 as a 25-year redevelopment district. There will be a public hearing at the City Council meeting on August 20, 2012. The developer is proposing an upscale, six-story apartment building with 104 units. Since review by the Planning Commission, the site plan has changed to move the building further from the shoreline of Shoreview Lake and the setback on Victoria Street has increased. Considering the limitations of the site, the plan is as good as possible.

TIF financing is proposed through creation of redevelopment TIF District No. 8. TIF assistance is requested for the road realignment and for private improvements related to underground parking in the amount of over \$2 million. Currently, financing is proposed as a loan from TIF District No. 1 in the amount of \$2,087,450. Over \$1 million will be for the road project and \$1 million for the underground parking. The developer has agreed to a \$1 million assessment for road costs and \$1 million would be paid back to the City to cover the loan from TIF District No. 1.

The inter-fund loan will be repaid to TIF District No. 1 through the new increment generated from TIF District No. 8. The increment from TIF District No. 8 will be divided between the City and the Developer, with the City receiving 67% of the increment and the Developer 33% to repay the \$1,000,000 loan on a pay-as-you-go note. City would receive two-thirds of generated TIF increment to pay off City obligations, and the developer would receive one-third to pay off the \$1 million loan note.

In addition, the developer has agreed to the following to reduce risk to the City:

Waiver of assessment by the developer for annual payments for 15 years to cover the improvement bonds issued by the City for the road improvements;

Assessment agreement by the developer to establish a minimum market value to ensure the cash flow of the projected tax increment.

A letter of credit in the amount of \$1,540,000 that would be awarded to the City in the event the developer does not proceed with the project after the City has undertaken the public road

improvements.

The developer is responsible for covering any shortfall in tax increment due to change in property tax regulation to repay the City's portion of the loan from TIF District No. 1.

After the last discussion by the Council and EDA Board, there were still concerns about using a significant portion of the existing funds from TIF District No. 1. Staff is now proposing an alternative whereby the developer would receive two-thirds of the annual tax increment through the issuance of a \$2 million TIF note that would be paid over the life of the district. The City would then capture one-third of the annual tax increment to reimburse the \$1,087,450 loan from TIF District No. 1 for road improvements. The developer would still receive the same level of financing, but the City would reduce its obligation from TIF District No. 1 by \$1 million. This would allow more opportunity to provide assistance to other economic development projects. A \$1 million assessment would still be required from the developer for their share of costs for public road improvements.

The developer has requested extending the assessment for road costs to 20 years instead of 15 years. City policy does allow up to 20 years. The developer has also asked for a lesser interest rate above cost of borrowing down to 0.05%. The City is comfortable with this request, as the developer will pay all closing and issuance costs of the street improvement bond.

It was the consensus of the Board that these changes are more acceptable than the original financing proposal and could be supported.

Councilmember Quigley questioned the current public opinion about the City being involved at this level. Staff said the financing is very complicated but most of the comments from the public relate to the density and size of the proposed apartment building.

Mayor Martin stated that there are trade-offs to get an important road improvement and quality housing. The development is top quality and upgrades the apartment complex that was built in the 1970s and also removes an old vacant strip center. These positives outweigh some of the concerns.

Mr. Schwerm stated that the City is making \$1.1 million available for road improvements from TIF District No. 1. The Developer is contributing \$1 million from the assessment. There is grant money and the other \$2 million is property taxes generated from this development going back to the developer. It is all public tax dollars being generated and provided from the proposed development. City money is only going towards the public road improvement and gets repaid over time.

Councilmember Withhart requested that staff develop a one-page analysis of balances for TIF District No. 1 for review.

MOTION: by Withhart, seconded by Quigley to recommend the City Council adopt the Tax Increment Financing Plan for the establishment of TIF District No. 8 (a Redevelopment District) and approval of the TIF Development Agreement for financing assistance with the updated changes discussed at this meeting. The TIF

Development Agreement is to support the Midland Plaza Redevelopment - Lakeview Terrace Apartments project.

VOTE: Ayes - 5 Nays - 0

FINANCES AND BUDGET

Monthly Financial Report/Approval of Claims and Purchases

Simonson noted that more of the consultant fees are being covered by TIF projects. The three fund balances are strong with nothing out of the ordinary. Eleven home energy improvement loans have been made and are being repaid. Half of the funding remains available.

Huffman suggested the Board revisit whether this loan offer is still needed or if it has run its course, as banks loans are more available. Simonson said that perhaps another marketing push could be considered.

Marsh stated that the banks cannot match this offer. It is still more difficult for homeowners to get equity loans from a bank, especially that the City loan does not require cash to loan value.

Withhart requested further promotion of this loan opportunity to remind residents that it is available.

Simonson reported that the City is considering hiring a replacement intern to help with EDA work programs and Community Development Department needs. Funds should be available for an intern through 2013.

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

- | | | |
|--|----------|----------|
| 1. Community Reinvestment Fund | \$66.00 | Fund 307 |
| (11 Loans - Monthly Service Fees/Date Paid: 7/19/12) | | |
| 2. Baja Sol Restaurant (EDA Dinner July 2012) | \$102.65 | Fund 240 |
| (Date Paid: 7/24/12) | | |
| 3. Deanne Allen (EDA Minutes 6/11/12) | \$200.00 | Fund 240 |
| (Date Paid: 7/16/12) | | |
| 4. Bradley & Deike (Legal Services - Shores/Sherman) | \$221.00 | Fund 240 |
| (Date Paid: 7/2/12) | | |
| 5. Bradley & Deike (Legal Services - General TIF) | \$255.00 | Fund 240 |
| (Date Paid: 7/2/12) | | |

VOTE: Ayes - 5 Nays - 0

OTHER GENERAL BUSINESS

Development Updates

StoneHenge/Red Fox Retail Project

The exterior building is completed and the interior is being done. Opening is anticipated for later in August or after Labor Day. The developer continues to receive positive feedback regarding the preferred anchor for this site. The developer is waiting for the official letter of interest that would lead to a formal lease agreement. Most of the site grading has been done for this anchor business. Stonehenge is ready to begin construction as soon as the agreement is signed.

Stonehenge is also negotiating directly with the credit union to amend their purchase agreement in order to make the preferred anchor deal more feasible.

Sinclair Redevelopment/TCF Bank Project

Site plans have been submitted. An easement has been granted for area signage in the right-of-way of the TCF site. All right-of-way needs have been addressed regarding access. The county has agreed to a right-in-right-out access off Lexington. Ramsey County will build the right turn lane, and TCF will build the driveway. The one remaining issue is TCF is trying to make a deal with Target to move the access drive further south. A meeting with Target is scheduled for Thursday, August 16, 2012.

PaR Systems Expansion

Simonson reported that PaR Systems plans to build an expansion at the old Sheriff Patrol site of a 40,000 square foot facility. It is not known if the old Sheriff building will be incorporated into the plan or be torn down. This project is on a fast track with projected completion by spring or sooner. Staff is meeting with the project architect on Tuesday, August 14, 2012, to discuss site issues. There is a meeting Friday, August 17, 2012 with PaR Systems to discuss TIF assistance. It is unknown what level of funding assistance will be requested. Both properties are in the Deluxe TIF District. A likely source of funding would be from the existing fund balance of TIF District No. 1. Need has to be demonstrated in order to qualify.

PaR Systems continues to acquire other companies and is adding jobs. They are able to use the Deluxe drive between the two facilities. A formal agreement will be needed for the drive access, which will be incorporated into the TIF discussion.

Westinghouse PaR Nuclear Expansion

Westinghouse PaR Nuclear is close to completing final plans for possible expansion. They have an agreement to rent the County ice arena for training employees. The company has exhausted its existing facility space and an expansion of the existing building is being considered. This may require property acquisition to accommodate training space and employee parking in order to expand the existing plant for more manufacturing and assembly space. Westinghouse PaR

Nuclear anticipates growing at a rate of 40 to 50 new employees a year the next several years to meet demand.

Councilmember Wickstrom asked if their expansion would impact the road to the north that is planned for Town Center. Simonson said that depending on the long-term plan of PaR Nuclear Westinghouse will certainly impact the redevelopment strategy for the Town Center. This may be something the City wants to revisit in the next year or two but clearly the Shoreview Mall area remains the priority for the first phase of a redevelopment.

Councilmember Withhart asked if they plan to ask to create a TIF district or if they are in a TIF district. Simonson stated that it will depend on whether or not they build a new building. If parcels are acquired on the east side of Milton, the project may qualify as a TIF district. The property is not in a current district. A new district would not be feasible if they were only doing a modest expansion to the existing building without property acquisition and more significant addition. The City would have to look at other funding alternatives to assist.

McGuire Property Acquisition

At its last Council meeting (August 6, 2012), the City Council authorized the City to begin condemnation proceedings against this property. The City has long sought to purchase the property and has been waiting for the agreed upon purchase agreement to be signed. According to the Mr. McGuire's attorney, Mr. McGuire has health issues that are complicating negotiations. Neighbors are in full agreement with the City's action. It will take at least two months for the City to acquire through a quick claim deed, and then the City is responsible for the tear down and cleanup of the property.

Mr. Schwerm stated that Mr. McGuire will need a place to stay. An appraisal will be needed. The property will not show in worth what the City has offered. These are all legal questions. The condemnation action is an effort to pressure signing of the purchase agreement.

ADJOURNMENT

Motion: by Withhart, seconded by Marsh to adjourn the meeting at 6:30 p.m.

VOTE: Ayes - 5 Nays - 0

SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

Meeting Minutes

August 21, 2012

ROLL CALL

Chair Wing called the meeting to order at 7:38 a.m. with the following members present: Sue Denkinger, Dave Kroona, Jeff Washburn, Dave Lukowitz, Gene Marsh, Ben Stephens and Jonathan Weinhagen. Commissioner Gardner was excused. Tom Simonson, Assistant City Manager/Community Development Director, and Tessia Melvin, Assistant to City Manager/Communications were also in attendance.

ACCEPTANCE OF AGENDA

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

Vote: 8 AYES 0 NAYS

APPROVAL OF MINUTES

Before approval of the minutes, Commissioner Washburn asked for a brief update on the status of having a joint meeting of the EDC and EDA. Commissioner Wing provided an update from the July. He stated that the EDC requested a joint meeting to discuss the role of the EDC and EDA. Some of the members are concerned that the two groups are overlapping work. For example, prior to the EDA, the EDC was involved more in the planning process of economic development. The Commission asked Simonson to create a document that defines the role of the EDA, so they can compare it at the next meeting.

Commissioner Stephens, seconded by Commissioner Weinhagen, moved to approve the minutes of July 17, 2012, as presented.

Vote: 8 AYES 0 NAYS

INFORMATION EXCHANGE

Simonson provided a Council update from the August 20 meeting. At the meeting the Council approved the plan for Midland Terrace, which would be the construction of a 6-story apartment building. The one item that was continued to the Tuesday, September 4, meeting was the TIF financing of this project. Simonson reported that the EDA and Council worked hard to ensure that not all monies were used from the TIF District.

Commissioner Denkinger asked if the residents that are against this project are directly impacted by the project, or are they just concerned with the City allowing such a large development. Simonson reported that of the 6 residents that spoke at the Council meeting, only 2 are directly impacted.

Simonson provide an update on the Children's Hospital property in Shoreview. Staff met with Children's Hospital to discuss the property. At the meeting a representative from Children's Hospital asked the City to consider the property be used for District 916 building. City staff discouraged Children's Hospital from pursuing this avenue, as it does not meet the City's zoning for the area.

Simonson reported that he has been in contact with Cummins about hosting an upcoming EDC meeting, but representatives reported that they are extremely busy, but would like to host a future meeting. In addition, Cummins is considering hosting an open house.

Simonson also reported that Mead Metals is still interested in having the City meet at their location in the future to discuss expansion options. However, due to personal matters, their CEO has asked that this be delayed.

In addition, Simonson reported that PaR Systems would also like to host a meeting. Representatives from PaR Systems would like to provide a tour of their new remodeling and also discuss their expansion opportunities.

According to Simonson, TSI also offered to host an EDC meeting with a tour to help discuss their expansion options.

Commissioner Lukowitz asked if there was a concern with the current increase use of TIF monies. He was concerned that a precedent may be seen as all business expansion developments would include TIF monies. Simonson responded that this is a concern that staff has also considered. Simonson provided an update that businesses are only reimbursed if they complete the projects according to the City's specifications and commitments. The City does not incur risks with TIF monies. Many of the projects are self generating, meaning that the business is

Simonson provided a business definition of TIF. The City only considers using TIF monies if the business demonstrates a need for the TIF monies and exhibits a clear goal of how their expansion and development will benefit the City of Shoreview.

GENERAL BUSINESS

EDC Goals and Objectives

Simonson provided a presentation to the EDC to help create a summary of work items and an agenda for the joint meeting with the EDC and City Council. EDC Accomplishments included:

- Access and pre-determine economic circumstances that would trigger the use of public
- Establish process for business retention visits

- Draft a Business Retention policy for adoption by the City Council
- Formulate an Emergency Response Strategy for business retention
- Researching methods of delivering services to the business community
- City has adopted plan for retaining businesses and foster growth
- BRE Program focuses on “landmark” and “emerging” key businesses
- BRE Visit Teams
- Personal site visits to top businesses
- 1 BRE visits in past 3 years
- City host special events and forums for local business including the Shoreview Business Exchange
- Business Inventory (maintained and updated)
- City launching new Business Development Resources section on website

Simonson provided the EDC’s core mission:

- Relationship
- Business Retention
- Goodwill Ambassadors
- Communication
- Networking
- Education
- Services and Resources

Simonson defined the key objectives that the EDC should be doing and/or is currently doing

- BRE Program: Business Visits
- Business Exchange Events
 - 2 per year (social networking)
 - 1-2 workshop forum per year
- Communications
 - Website upgrades
 - Business Resources Section
 - Business Matters Newsletter

Simonson provided the following recommended actions

- Joint workshop meeting with the City Council and EDA to discuss (EDC vs EDA Roles)
- Review and Update EDC Mission
- Develop new 3-year workplan

Project Update

Simonson reported that the Trader Joe's CEO approved the site, which was the major obstacle that we were facing as Trader Joe's was doing a comprehensive national expansion. The City hopes to receive a lease on this soon and formally announce the coming of Trader Joe's.

It is projected that the other tenants will open after Labor Day. Currently the City is still working on road improvements near this location. Staff met with Target officials, as the City needs to get some right of way to include a right turn lane into Target. In addition, the City is in talks about taking over Target's stormwater pond.

PaR Systems has been working with the City on a major expansion to their campus along County road E just south of Deluxe corporation. The plan is to retain existing two-level office building, which serves as the corporate offices for PaR systems and build at the new manufacturing/production facility to the east. expansion

They would like to be operational by February 2013. The Stonehenge Project

TSI, Incorporated has formally applied for tax increment financing assistance in support of a planned expansion to their corporate headquarters and manufacturing facility in Shoreview. This proposal would include the creation of

ADJOURNMENT

Commissioners Wing and Stephens left at 8:35 a.m.

Commissioner Washburn, seconded by Commissioner Weinhagen, moved to adjourn the meeting at 8:55 a.m.

Vote: 6 AYES 0 NAYS

**HUMAN RIGHTS COMMISSION
MEETING MINUTES
August 22, 2012**

CALL TO ORDER

Commissioner Williams called the meeting to order at 7 p.m. with the following members present: Bob Minton, Richard Bokovoy, Nancy Hite, Sam Abdullai, Cory Springhorn, Mark Frey and Elaine Carnahan. The following members were absent: Mark Hodgkinson (excused) and Kamilyn Choi (excused). Also present was Tessia Melvin, Assistant to the City Manager/Communications, Terry Schwerm, City Manager, and Mayor Sandy Martin.

MEETING WITH MAYOR MARTIN AND CITY MANAGER TERRY SCHWERM

The Mayor began with much appreciation for the Commission on all of their hard work including: Community Dialogue, Poster Contest, Essay Contest and many other educational pieces.

There was some discussion regarding the interview process of future Commission applicants.

APPROVAL OF MINUTES

Commissioner Hite moved to accept the June 27 minutes, seconded by Commissioner Minton.

Vote: 8 AYES 0 NAYS

CARING YOUTH AWARD

Melvin reported that to date no applications have been received for the Caring Youth Award. She stated that she sent applications to all teachers at the Mounds View School District, the Community Dialogue Planning Committee, athletic associations and sent out press releases to all local papers.

The Commission agreed to continue to publicize the award and many Commissioners took applications to personally hand out to others. Melvin stated that a winner would be decided at the September meeting.

VOLUNTEER DINNER

Melvin reported that the annual Volunteer Appreciation Dinner will be held on Thursday, October 18. Commissioners can expect to receive an invitation in the mail coming soon.

OTHER BUSINESS

Commissioner Hite commented on the Slice parade. She commented on how nice it was to have the Mounds View High School Diversity Council in attendance. Commissioner Hite commented on the nice planning Commissioner Choi did to arrange that great attendance. The kids seemed to have fun, as so many people recognized them.

Melvin reported to the Commission on upcoming development in the City include:

- Lee Ann Chins
- Sports Clip
- Five Guy Burgers
- Chipolte
- New massage location

ADJOURN

There being no further business, Commissioner Hite moved to adjourn their regular meeting at 8:35 p.m., seconded by Commissioner Frey.

Motion was adopted unanimously.

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MINUTES OF MEETING
September 10, 2012**

CALL TO ORDER

President Huffman called the meeting to order on September 10, 2012, at 5:00 p.m.

ROLL CALL

The following members were present:

Blake Huffman, Emy Johnson, Gene Marsh, Terry Quigley and Ben Withhart

Also Present:

Ady Wickstrom, Councilmember

Mark Wrightsman, President and CEO, PaR Systems

Garry Mannor, Mission Construction, PaR Systems

Mark Schwartz, CFO, TSI, Incorporated

Floyd Grabel, General Counsel for TSI Incorporated

Paul Girard, Building Facilities Manager, TSI Incorporated

Peter Coyle, Attorney, Larkin and Hoffman, TSI Incorporated

APPROVAL OF AGENDA

It was the consensus of the Board to consider the expansions of PaR Systems and TSI, Incorporated first on the agenda, prior to regular business. Also staff was asked to provide an update on Hed Cycling.

MOTION: by Quigley, seconded by Marsh to approve the September 10, 2012 agenda amended.

VOTE: Ayes – 5 Nays – 0

GENERAL BUSINESS

**PaR Systems Expansion - 655 County Road E West
Tax Increment Financing Development Agreement**

Simonson summarized the request for financial assistance. PaR Systems owns the parcels at 655 and 707 County Road E. The request is for tax increment financing (TIF) assistance for a new building to be located at 655 County Road E. The project is on a fast-track to meet growth needs and business contract commitments. The Planning Commission reviewed the proposal and asked for more information to be considered at a special Planning Commission meeting on September 11th. The proposal is scheduled for review by the Council on September 17th meeting.

A formal application for TIF assistance has been submitted. Both PaR properties are in the Deluxe Corporation TIF District No. 1. PaR has contributed TIF that the City has captured since moving to this site with previous renovations, and a new TIF District cannot be legally created. PaR anticipates increasing employment by 30% in the next few years. The plan is for a new 36,000 manufacturing facility. The mezzanine will also be built out for a total of 46,000 square feet of new usable space.

TIF assistance in the amount of \$750,000 has been requested to cover site improvements, utilities, parking and excavation. Through negotiations with PaR Systems, staff is recommending \$600,000 to be paid up-front at the time of completion of the project from TIF District No. 1. The TIF amount of \$600,000 is based on what would be generated if a new 9-year Economic Development TIF District were created, which is the only type of district the project would qualify as if it were not located in District No. 1. With the revised Midland Terrace financing plan, the City has retained \$1 million in the TIF District No. 1 fund which can be utilized for the proposed financial assistance. The estimated total project cost is over \$4.6 million to be financed under a lease/purchase agreement with Welsh Companies. The new addition will be go immediately on the tax rolls since no new district is being created.

PaR has had direct talks with Deluxe Corporation which owns an access drive between the two PaR parcels of 655 and 707. Deluxe has indicated support for the expansion and is willing to allow the drive to be used as an employee access for PaR between the two properties. PaR is identified in the City's business retention plan as a landmark company in the community, and staff supports assisting them as they continue to grow.

Johnson asked what is anticipated for future additional employees. Ms. Barsness responded that a conservative estimate is seven new employees. If that is not achieved, the TIF assistance must be re-proportioned. It is expected that the number will be much higher.

Marsh noted PaR's contribution of \$800,000 and stated that he can support TIF assistance in the amount of \$600,000. He noted that the lease/purchase agreement with Welsh Companies will require a long-term lease of approximately 15 years that will keep the company in Shoreview.

Huffman asked what market factors are driving growth. Mr. Wrightsman stated that last year PaR Systems did \$108 million in business. This year is projected to be between \$150 million to \$160 million. Sustained growth is being experienced every year. The company started in 1961. PaR has become a global company with its robotic crane operations. Aerospace continues well. Marine defense market is declining because of the U.S. budget. PaR is well-known for life science and that part of the business is anticipated to grow substantially.

MOTION: by Johnson, seconded by Withhart, to recommend to the City Council approval of tax increment financing assistance for the planned expansion project of PaR Systems, Inc., subject to the terms and conditions of the proposed Development Agreement.

VOTE: Ayes - 5 Nays - 0

TSI, Incorporated Expansion - 500 Cardigan Road Tax Increment Financing Plan for New TIF District No. 9 and Development Agreement

Simonson provided an overview of the project and financing request. TSI employs 440 employees in Shoreview and 560 worldwide. The number of employees is expected to increase significantly in the next several years. TSI is considered a landmark company in the City's business retention plan. The City has assisted TSI in the past with a 15-year renewal TIF District in support of a prior expansion, and that District expired in 2011. A new district is now being proposed to provide assistance for this next expansion.

TSI is on a fast-track plan for parking and building expansion improvements. The proposal was reviewed by the Planning Commission. Further information and details about area drainage were requested, and the proposal will be reviewed again by the Planning Commission at its September meeting. The plan is scheduled to be considered by the City Council at its October 1, 2012 meeting.

The proposal is to add 57,000 square feet to the existing building and approximately 275 new parking spaces. The company's goal is to obtain approval by October in order to finish the building shell by winter with occupancy by next spring. The majority of the expansion space is for engineering and operations. Added jobs are anticipated with the expansion, and most will be high paying engineer, electrical and mechanical positions. The estimated cost of the project is over \$7 million with an estimated market value at completion of \$12.5 million.

The original request from TSI was for \$1.4 million. However, the project only qualifies as an Economic Development TIF District, which is over a period of nine years and would only generate approximately \$500,000 in increment. To help fill the financial gap, staff is proposing an additional \$400,000 up-front financing from TIF District No. 1, payable at the time of completion of the project. This would provide a present value total of \$900,000, which is what would have been generated if TSI had qualified at the next level as a Renewal and Renovation District for 15 years. TSI indicates it is very important to their operations to be in one location for employee collaboration.

Huffman asked the number of employees expected to be added. Mr. Schwartz stated that based on growth the last five year TSI expects to add 180 employees in Shoreview.

Quigley stated that he supports the proposed level of support but is concerned about how tight the site is for expansion.

Huffman asked for further discussion on the drainage issue. Mr. Girard stated that TSI presented a plan that meets all requirements. However, the recent large rain events have raised issues with the neighbors on the southeast corner. Simonson added that there has been a history of drainage issues with a couple of neighbors. TSI has addressed drainage issues in the past which worked well until a large storm in 2011, when 9.5 inches of rain fell in 9 minutes. One-hundred-year events are occurring more frequently.

Withhart noted that the original TIF request was for \$1.4 million, but the City is offering

\$900,000. He asked for clarification on how the financing will work. Mr. Schwartz stated that the \$1.4 million request is based on TIF eligible costs. Simonson explained that the City will have to compensate for fiscal disparities out of this District, which impacts by 37% what TSI will receive. He said TSI understands the City's limitations and accepts the offer that is presented.

MOTION: by Johnson, seconded by Marsh, to recommend to the City Council approval of tax increment financing assistance for the planned expansion project of TSI, Incorporated including the proposed modification to Municipal Development District No. 2, proposed Tax Increment Financing Plan for the establishment of Tax Increment Financing District No. 9 (an Economic Development District), and Development Agreement.

VOTE: Ayes - 5 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 \$66.00 (Fund 307)
(11 Loans - Monthly Service Fees - Date Paid: 8/24/12)

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

SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

Meeting Minutes September 18, 2012

ROLL CALL

Chair Josh Wing called the meeting to order at 7:40 a.m. with the following members present: Ben Stephens, Jim Gardner, Jeff Washburn, Dave Lukowitz and Dave Kroona. Commissioners Jonathan Weinhausen, Sue Denkinger and Gene Marsh were excused. Tom Simonson, Assistant City Manager/Community Development Director, and Tessia Melvin, Assistant to City Manager were also in attendance.

ACCEPTANCE OF AGENDA

Commissioner Lukowitz, seconded by Commissioner Gardner, moved to accept the agenda as presented.

Vote: 6 AYES 0 NAYS

APPROVAL OF MINUTES

Commissioner Washburn, seconded by Commissioner Lukowitz, moved to approve the minutes of August 21, 2012, as written.

Vote: 6 AYES 0 NAYS

INFORMATION EXCHANGE

Staff handed out invitations all of the EDC members to the Volunteer Appreciation Dinner on Thursday, October 18th at 5 p.m. Members not in attendance will receive their invitations via the mail.

The Twin Cities North Chamber of Commerce will be kicking-off the 2012-13 Shoreview Business Council monthly meetings on Wednesday, September 19th at Northwest Youth and Family Services. James McClean, Director of Public Affairs for the St. Paul Area Chamber of Commerce, will be the featured speaker. Business owners and employees are welcome to attend and talk about transportation policy in the East Metro and the importance of the business community leadership in regional decision-making around transportation. Commissioner Gardner volunteered to attend these monthly meetings.

GENERAL BUSINESS

Simonson reported on the possibility of a joint Council workshop discussion with the EDA and EDC on Monday, September 24th. All Commissioners were excited about this possibility to discuss goals, work plans and roles. Simonson invited any EDC members who are able to attend the meeting at 7 p.m. Commissioners Gardner, Wing and Lukowitz volunteered to attend the meeting. Commissioner Washburn stated that he would like to attend, but will be out of town. Commissioner Washburn

commented that he would like his comments shared with the Council and EDA. In looking at the work plan of the EDA, Washburn commented that most of it is business development related, which mirrors the mission and work plan of the EDC. Simonson reported that staff is currently benchmarking to see how other cities address the EDC and EDA work plans and goals.

Commissioner Washburn asked how the current election will affect the EDA. Currently Councilmember Huffman is on the EDA, but he is currently running for Ramsey County Commissioner and will be leaving his seat on the Council. As a result the EDA, will need to select another Councilmember to serve on the board and the EDA will have to elect a new chair.

PROJECT AND DEVELOPMENT UPDATES

Simonson reported that staff recently met with Children's Hospital about the possibility of District 916 developing a school on the property. City staff informed the developer that the land is zoned for commercial use and not public use such as a school. Simonson reported that the EDA looked at purchasing that site; however, it was not feasible for the City to purchase it at the time. Commissioner Wing asked the question if the land is tax free because it is owned by Children's Hospital. Simonson reported that they do pay taxes on the land, but at a reduced rate. If Children's Hospital develops the land for their use, the property is non-taxable. The site is a total of 18 acres.

Simonson handed out the recent news article on Hed Cycling. Commissioners added that it was a great article. Simonson reported that Steve Hed, the founder and president of Hed Cycling, is looking to expand their company due to growth and would like to move a division from Iowa to Shoreview. Hed Cycling is located at 4643 Chatsworth. The most feasible option currently is for Hed Cycling to keep their location and to purchase another building in the Highway 96 area. The company recently acquired a large wind tunnel machine for research and development purposes, which requires a special space with high ceilings. One possible location is north of the Shoreview Mall, but it would require a lot of work. Another possible location is on Chatsworth and would be a tear down. Simonson reported that he has talked with Steve Hed to possibly set up a business visit to Hed Cycling. Commissioner Lukowitz asked if the wind tunnel would cause a noise issue. Simonson commented that it has not been an issue that has been talked about, but does not believe it will create a problem for neighboring businesses.

Simonson updated the Commission on Mead Metals, which is located on 555 Cardigan Road. Simonson will be meeting with president, Sandra Crawford, to discuss their potential expansion needs and the possibility of touring the facility and hosting a monthly EDC meeting. Crawford reported that Mead Metals met with TSI about the possible land acquisition for a future Mead Metals expansion. Commissioner Wing asked the question about the timeline of Mead Metals site plan. Simonson reported that Crawford has not provided a timeline for the City. Staff has talked with Mead Metals and TSI about the possibility of splitting the parcel and creating shared parking.

Simonson provided an update on the Midland Plaza redevelopment for the Lakeview Terrace apartments project. The final approvals have been delayed to on-going issues with the property owner getting a release of the land necessary for the apartment site from Freddie Mac. The strip of property along the

lakeshore is included in the current mortgage through Freddie Mac for the Midland Terrace complex. Both the developer and the City have been in contact with Freddie Mac officials in hopes of getting them to reconsider and order a new appraisal that more accurately reflects the true current value of the small piece of undeveloped land critical to the project. Simonson reported that if the project does not happen the developer would pay most of the City's costs to this point.

Commissioner Lukowitz asked if the City has considered talking with our elected officials in Washington D.C. Simonson reported that the City has been advised to continue talks with Freddie Mac officials before approaching the matter politically.

Simonson reported on the PaR Systems plan to undertake the construction of 36,000 square foot expansion to their campus. PaR received Council approval on tax increment financing assistance for their expansion as well as an approved site plan at the Council meeting on September 17th. They have a goal to occupy the building by February or March, 2013.

Simonson reported on the Red Fox Retail is completed and tenants are finishing interior improvements. Lee Ann Chin and Sports Clip are now opened. Chipotle reported that they will open towards late October. In addition, the Sinclair Redevelopment/ TCF Bank is also moving ahead as the Sinclair gas station has been demolished. The City engineers are putting together the feasibility reports for the reconstruction of Red Fox Road, which will include a wider road and additional turning lanes. Staff is now meeting with businesses in the project area.

Simonson updated the Commission on the TSI, Incorporated expansion. At the September 17th meeting, the Council approved the establishment of TIF District No. 9. TSI representatives hope to start the building expansion of 58,000 square feet by mid-October upon receiving final approvals and support from the City.

Westinghouse PaR Nuclear reported to City staff that they are adding 60 employees to their workforce in the next year and have begun exploring building expansion. Simonson met with Gene Goddard, who is with the new regional economic development organization Greater MSP. Goddard has talked with PaR Nuclear about their needs and has offered to work with the City to assist with their growth plans. Greater MSP has access to grants for high technology groups like PaR Nuclear, including possible funds to assist with land acquisition.

ADJOURNMENT

Commissioner Lukowitz, seconded by Commissioner Washburn, moved to adjourn the meeting at 8:45 a.m.

Vote: 6 AYES 0 NAYS

**HUMAN RIGHTS COMMISSION
MEETING MINUTES
September 26, 2012**

CALL TO ORDER

Commissioner Minton called the meeting to order at 7 p.m. with the following members present: Julie Williams, Richard Bokovoy, Sam Abdullai, Kamilyn Choi and Elaine Carnahan. The following members were absent: Mark Hodkinson (excused), Mark Frey (excused) and Nancy Hite (excused). Also present was Tessia Melvin, Assistant to the City Manager/Communications.

Commissioner Springhorn arrived late to the meeting.

APPROVAL OF MINUTES

Commissioner Williams moved to accept the August 20 minutes, seconded by Commissioner Abdullai.

Vote: 6 AYES 0 NAYS

CARING YOUTH AWARD

Melvin presented one applicant to the members. Members reviewed and discussed the applicant and the process.

Commissioner Bokovoy moved to accept the application and award the Caring Youth Award to Karen Janssen, seconded by Commissioner Abdullai.

Vote: 5 AYES 0 NAYS 2 Abstentions

VOLUNTEER DINNER

Melvin reminded the Commission that the annual Volunteer Appreciation Dinner will be held on Thursday, October 18. Commissioners and a guest are welcomed to attend.

COMMUNITY DIALOGUE TOPIC DISCUSSION

Melvin asked the Commissioners for suggestion of topics for an upcoming Community Dialogue.

Commissioner Minton suggested hosting a dialogue on the violence against women.

Commissioner Bokovoy suggested a dialogue on violence against women and men.

Commissioner Minton suggested including intolerance. Commissioner Carnahan suggested a community dialogue on bullying and intolerance towards individuals with disabilities.

After a discussion about the topic of bullying and the intolerance towards individuals with disabilities, the Commissioners agreed to continue this discussion at the October meeting. Commissioner Springhorn agreed to contact some potential speakers.

COMMUNITY FOR THE AGES EVENT

Melvin invited all Commissioners to the Community Conversation: Community for the Ages, which is being held by the City of Shoreview and Ecumen. This conversation will include sharing information about changing demographics ahead, and to discuss what it means for the community of Shoreview.

Melvin handed out invitations to each Commissioner.

OTHER BUSINESS

Melvin reported on the following upcoming City events:

- Heritage Day: Saturday, October 6, from 11 a.m. – 2 p.m.
- Volunteer Dinner: Thursday, October 18, beginning at 5:30 p.m.
- Community for the Ages Dialogue: Thursday, October 25, at 6 p.m.
- Holiday Lighting Ceremony: Monday, November 19, beginning at 6 p.m.

Commissioner Minton added a special thank you to Commissioner Choi on her leadership to provide students

ADJOURN

There being no further business, Commissioner Williams moved to adjourn their regular meeting at 8:15 p.m., seconded by Commissioner Springhorn.

Motion was adopted unanimously.

Memorandum

To: Mayor and City Council Members
City Manager

From: Tom Simonson
Assistant City Manager and Community Development Director

Date: October 11, 2012

Re: Monthly Report
- Administration Department
- Community Development Department

Election Administration

Under the coordination of the Deputy City Clerk Terri Hoffard, preparations continue for the expected heavy turnout for the November general election. The City has coordinated with all of our polling locations for set-up of equipment, directional signage, and parking requirements. Two additional training sessions will be held for those election judges who did not work for the primary election but will be helping at the general election.

The City has already received a large number of absentee voting applications, with over 900 absentee ballots processed so far. To accommodate absentee voting, the auxiliary service desk window at the City offices is being utilized to serve residents.

A notice was published for the required public accuracy test to be held on Monday, October 29th at 2 p.m., which is open to the general public to observe. The general election will take place on November 6th.

Development Project Updates

Red Fox Road Retail. Construction work on the phase one retail center project is essentially completed with some finishing landscaping work remaining. The retail center includes Chipotle, Leeann Chin, and Five Guys Burgers restaurants, Sport Clips hair salon, and Massage Retreat Spa. So far Leann Chin's and Sport Clips have opened, with Chipotle and Massage Retreat Spa expected to follow in the next two weeks. Five Guys Burgers has been issued a building permit and started with their interior improvements.

The developer remains confident that a lease agreement with a preferred specialty market to anchor the development will be executed soon, and work on the phase two project could begin yet this year. Although the master plan for the phased retail development has been approved, the phase two project will require a site and building plan review by the Planning Commission and City Council.



Sinclair Redevelopment/TCF Bank. The demolition and fuel tank removal at the Sinclair Station at the intersection of Lexington Avenue and Red Fox Road has been completed, and the property owner has closed on the transaction of the land to TCF Bank. TCF Bank has been issued a building permit and have commenced with construction. Construction of the new bank facility is expected to be completed in a couple of months.

The City Council approved tax increment financing (TIF) assistance for demolition and clean-up to facilitate the redevelopment of the Sinclair gas station property. Through this agreement, the City obtained additional public right-of-way for the planned road improvements and a joint commercial identification sign at the intersection.

PaR Systems. PaR Systems, Inc., located at 707 and 655 County Road E, broke ground last week on the construction of a 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. A groundbreaking ceremony was held on October 5th, attended by City officials.



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.

PaR Systems broke ground on October 5th on a building expansion at their headquarters campus. From left to right: Dave Lukowitz (Shoreview EDC), Matt Kramer (President, Saint Paul Area Chamber of Commerce), Brad Yopp (PaR Systems) Brian Behm (PaR Systems Robotics), Sandy Martin (Mayor), Steve Solomonson (Planning Commission), Emy Johnson (Shoreview EDA), and Blake Huffman (Councilmember, EDA President)

TSI Incorporated. TSI, Incorporated, located at 500 Cardigan Road, received site and building plan approval and tax increment financing (TIF) assistance from the City in support of a planned expansion to their corporate headquarters and manufacturing facility in Shoreview. The proposal includes the creation of a new tax increment district.

TSI, Incorporated has their corporate headquarters and main research/manufacturing facility at 500 Cardigan Road. TSI currently has 440 employees at Shoreview (560 total workers worldwide), and is expected to increase to 464 employees by the end of this year. The company projects a workforce addition of 180 employees at the Shoreview location within the next several years.

Based on this projected growth, TSI is hoping to “fast-track” improvements to their facility, including both additional parking of 275 spaces and a building addition of 58,000 square feet. TSI expects to begin construction the week of October 15th with 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. A new public hearing will be published and the City is targeting the November 19th meeting of the City Council for the hearing and final actions.

The Lakeview Terrace project had been delayed due to issues between the property owner and Freddie Mac on an agreement to release of the land from the current mortgage necessary for the new apartment site. Both the developer and City were in contact with Freddie Mac representatives and ultimately were able to get the agency to reconsider the value of the small piece of undeveloped land critical to the project.

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. A record 510 General Dwelling Unit (GDUs) and 7 Multi-Family Dwelling Unit (MFUs) rental licenses have been issued by the City so far in 2012. New General Dwelling Unit (GDU) license applications are expected throughout the year as properties are converted and the owners apply for licenses. Staff also actively tries to identify rental properties that have not been licensed through field observations and database searches.

The 2012 inspections continue with a total of about 255 GDUs and 420 Multi-Family Units (MFU) units scheduled for inspection during this year. All of the MFU inspections have been completed for 2012. Approximately 175 GDU inspections have been conducted so far, with the remainder to be done by the end of the year. GDU inspections are scheduled geographically by neighborhood for efficiency and conducted every other week by the Housing and Code Enforcement Officer.

With the continuing growth of the rental licensing program, the City's I.T. staff is currently working with department staff in developing a new in-house rental licensing software program that will help streamline the licensing review process and provide more detailed records management capabilities. This new program is expected to be implemented in the next month, prior to the rental license renewals for 2013.

Code Enforcement. There have been 7 new code enforcement cases opened in the past month. The table on the following page summarizes the code enforcement activity from the past year and this year to date:

Year	Total Cases	Cases Open	Cases Closed
2011	200	12	188
2012	141	53	88

Citation Issued – One citation issued in 2011 remains pending involving barking dogs and a trial date has been set for October 15th.

Garbage/Clutter Houses – City and Lake Johanna Fire Department Staff will be conducting 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 good progress at bringing the property into further compliance with City Ordinances and Fire Code. Per our agreements with these types of major garbage and/or clutter houses, the City and Lake Johanna Fire Department staff has the authority to conduct follow-up inspections to ensure compliance. Per an executed agreement with the homeowner to avoid a protracted and costly legal pursuit, the City and Lake Johanna Fire Department staff has the authority to conduct follow-up inspections to monitor progress and ensure compliance remains.

SHINE. Staff is currently following-up with approximately five homeowners who still have outstanding housing maintenance violations found during this spring's *SHINE* neighborhood inspection.

The fall *SHINE* inspections have begun 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, include 307 properties that were inspected this week. Overall, the neighborhoods are well maintained although there are some properties requiring follow-up for found violations. A more detailed summary of the fall *SHINE* will be prepared for the Council next month.



Miscellaneous

- City staff continues to work with the selected vendor Vision Internet on the planning and schedule preparations for 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 will get underway within the next several weeks and should take 6-7 months to complete.
- Attached is the monthly report on building permit activity from the Building Official through September, 2012. The City has seen a significant increase in building activity as compared to a year ago. Building permits have been reviewed and issued for the PaR Systems and TSI, Incorporated expansion projects, the TCF branch bank facility, and Five Guys Burgers for tenant finishing improvements at 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 September, 2012. At the direction of the Economic Development Authority, staff has prepared articles for the upcoming ShoreViews

newsletter promoting the services of the HRC and the Shoreview Home Energy Improvement Loan Program.

- The Planning Commission met on September 25th and took formal action on several requests including TSI site and building plan review, a residential subdivision plat and planned unit development for Clyde Rehbein at 5618 Heather Ridge Court, and a residential/office mix for the former House of Dreams property at 4001 Rice Street by the Joycelyn Company, LLC. Other actions were taken on residential applications.

Several items are scheduled for review by the Planning Commission at their October 23rd meeting, including site and building plan review for a commercial building addition at 4610 Milton Street North, a site and building plan review for a small addition to the Lake Johanna Fire Station No. 4 near Island Lake, an amendment to the Heather Ridge Townhomes PUD for a new gazebo structure to replace tennis courts, and a couple of residential applications. Staff is also continuing to work with the Commission on a text amendment regarding the prohibition of vehicle and equipment sales in commercial districts.

- Officials from the City Council, Economic Development Commission and City staff attended an open house at Lion Precision last week as part of Manufacturer's Day in Minnesota. The Shoreview-based company produces precise non-contact measurement devices to markets throughout the world including many Fortune 500 companies.

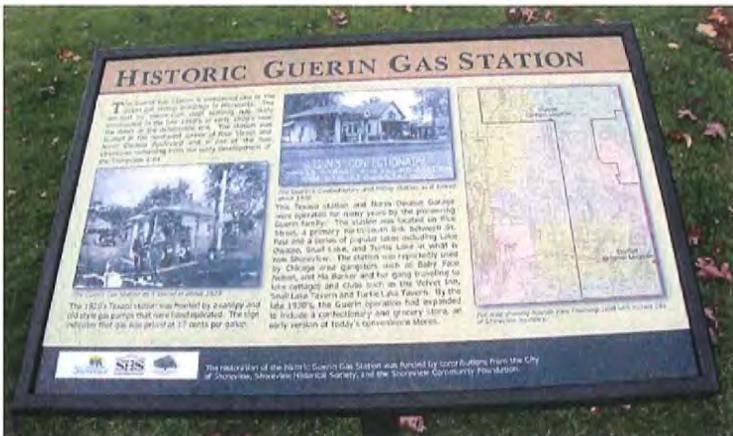


Left to right: Jim Gardner (EDC), Shanda Osiecki (Lion Precision), Sandy Martin (Mayor), Terry Quigley (Council), and Don Martin (Lion Precision)

- **Volunteer Appreciation Dinner.** The annual Volunteer Appreciation Dinner for our citizen volunteer committees and organizations is Thursday, October 18th in the Shoreview Room at the Community Center. The event begins at 5:30 p.m. with a social, followed by dinner at 6:15 p.m. and the event program at 7 p.m., including the annual presentation of the Citizen of the Year award.
- **EDC Visit to Mead Metals.** A special off-site meeting of the Economic Development Commission will take place on Tuesday, October 23rd at Mead Metals, 555 Cardigan Road. The business visit will begin at 7:30 a.m. with a presentation and tour of the company by Mead Metals officials. City Council and Economic Development Authority members are invited to attend.
- **Library Expansion Dialogue.** At 7:00 pm on Tuesday, October 23rd, the Ramsey County Library is hosting a community dialogue regarding the potential expansion of the Shoreview Library. The library has money in their budget to study this potential expansion. The meeting will take place at the Community Center.
- **Ecumen/Community for All Ages.** The community conversation entitled "Community for All Ages" being sponsored by Ecumen and co-hosted by the City will be held on Thursday, October 25th from 6:00 to 8:15 p.m. at the Community Center. Invitations have been sent to invited guest and we will also be soliciting public participation, but a limited number as the facilitator

wants to keep attendance to 50-60 participants. Administration staff has been coordinating the event with representatives from Ecumen.

- **Heritage Day/Fire Department Open House.** The joint Heritage Day/Fire Department Open House was held last Saturday, October 6th at Fire Station No. 3 and the Lepak/Larson Historic Farmhouse. Heritage Day featured an official ribbon cutting and dedication ceremony of the recently renovated Guerin Gas station with Mayor Martin, Councilmember Huffman, Historical Society members, and Guerin family members attending the special event. Housing Resource Center staff was kind enough to open their offices and provided tours to the public of the Lepak/Larson house, and pony rides and refreshments were also served at the event. Below are photographs from the dedication ceremony.



Housing Resource Center - NorthMetro City of Shoreview Monthly Status Report July 1, 2001 - September 30, 2012

	July- '01	Jan- '02	Jan- '03	Jan- '04	Jan- '05	Jan- '06	Jan- '07	Jan- '08	Jan- '09	Jan- '10	Jan- '11	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	TOTAL	
Number of Calls	43	208	589	168	170	240	275	171	130	271	141	2	5	10	8	19	11	10	10	11	0	0	0	0	86	2,492
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	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	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	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	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	0	0	0	0	34	763
Site Visits	0	25	31	51	31	58	88	67	43	78	47	2	3	3	2	3	1	4	3	3	0	0	0	0	24	543
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	113
TOTAL SERVICES PROVIDED	53	312	698	300	281	379	499	357	253	488	267	6	14	16	14	27	15	19	18	21	0	0	0	0	150	4,037

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

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

	SEPTEMBER 2012		TO DATE 2012		SEPTEMBER 2011		TO DATE 2011	
	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION	PERMITS	VALUATION
DWELLINGS	3	\$840,000	12	\$3,490,000	1	\$310,000	9	\$3,199,000
TOWNHOMES			0	\$0			0	\$0
ADDITIONS	4	\$175,000	39	\$1,438,925	4	\$402,000	16	\$1,021,500
GARAGES			1	\$19,000	1	\$14,000	5	\$63,500
MISCELLANEOUS	76	\$391,339	582	\$3,246,598	100	\$623,986	656	\$3,675,543
APARTMENTS			1	\$7,482,000			0	\$0
OFFICES			0	\$0			0	\$0
RETAIL			1	\$1,310,000			0	\$0
INDUSTRIAL/WAREHOUSE			0	\$0			0	\$0
PUBLIC BUILDINGS			0	\$0			0	\$0
COMMERCIAL ADDITIONS			0	\$0			0	\$0
COMMERCIAL ALTER	6	\$57,490	48	\$6,302,467	9	\$804,850	36	\$9,329,881
TOTAL	89	\$1,463,829	684	\$23,288,990	115	\$2,154,836	722	\$17,289,424

CC: CITY MANAGER
DIR. COMMUNITY DEV
MAYOR

TO: Terry Schwerm, City Manager

FROM: Jeanne A. Haapala, Finance Director

DATE: October 4, 2012

RE: Monthly Finance Report

Utility Revenue

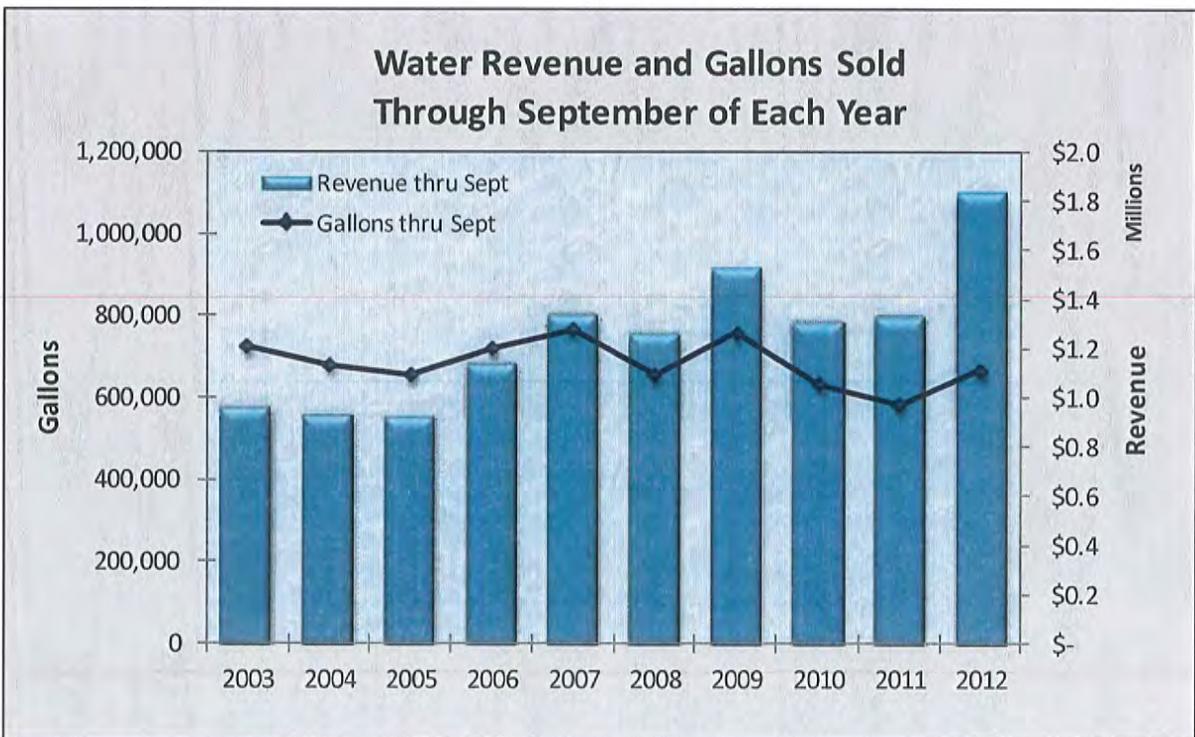
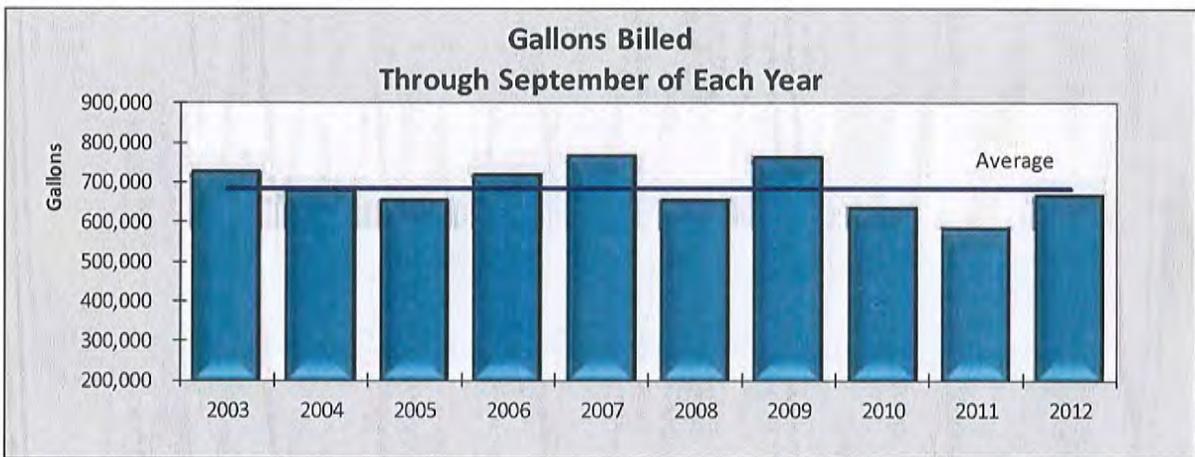
The table below contains monthly utility revenue and gallons sold through September of 2012 as compared to the same period in 2011.

Month	Gallons	Utility Revenues				
		Water	Sewer	Surf Wtr	St Light	Total
Jan-11	58,727,245	\$ 135,420	\$ 289,327	\$ 77,047	\$ 29,580	\$ 531,374
Feb-11	44,579,440	\$ 100,053	\$ 248,058	\$ 63,258	\$ 25,154	\$ 436,523
Mar-11	54,521,046	\$ 127,958	\$ 324,222	\$ 99,168	\$ 36,507	\$ 587,855
Apr-11	51,065,204	\$ 124,111	\$ 283,745	\$ 76,792	\$ 29,234	\$ 513,882
May-11	43,267,027	\$ 96,720	\$ 247,338	\$ 63,734	\$ 25,072	\$ 432,864
Jun-11	62,913,702	\$ 144,504	\$ 329,974	\$ 99,121	\$ 36,621	\$ 610,220
Jul-11	84,048,038	\$ 195,074	\$ 289,448	\$ 77,543	\$ 29,767	\$ 591,832
Aug-11	77,835,371	\$ 185,430	\$ 254,345	\$ 63,397	\$ 25,008	\$ 528,180
Sep-11	104,315,070	\$ 247,851	\$ 343,718	\$ 99,716	\$ 36,755	\$ 728,040
Total 2011	581,272,143	\$ 1,357,121	\$ 2,610,175	\$ 719,776	\$ 273,698	\$ 4,960,770
Jan-12	60,552,741	\$ 166,464	\$ 287,587	\$ 84,752	\$ 36,862	\$ 575,665
Feb-12	46,463,785	\$ 126,592	\$ 247,380	\$ 69,796	\$ 31,031	\$ 474,799
Mar-12	56,591,428	\$ 156,656	\$ 332,097	\$ 108,855	\$ 45,609	\$ 643,217
Apr-12	47,828,859	\$ 136,798	\$ 282,973	\$ 85,065	\$ 37,086	\$ 541,922
May-12	46,713,070	\$ 126,885	\$ 250,070	\$ 69,446	\$ 31,056	\$ 477,457
Jun-12	75,768,653	\$ 205,761	\$ 340,983	\$ 109,329	\$ 45,763	\$ 701,836
Jul-12	112,948,653	\$ 315,081	\$ 287,597	\$ 85,206	\$ 37,153	\$ 725,037
Aug-12	88,643,770	\$ 253,486	\$ 257,554	\$ 70,532	\$ 31,353	\$ 612,925
Sep-12	130,647,075	\$ 372,488	\$ 355,461	\$ 112,615	\$ 45,793	\$ 886,357
Total 2012	666,158,034	\$ 1,860,211	\$ 2,641,702	\$ 795,596	\$ 341,706	\$ 5,639,215
Change	14.6%	37.1%	1.2%	10.5%	24.8%	13.7%

When reviewing these numbers it is important to remember that water revenue is the most difficult to predict because weather patterns (rainfall) and user habits have an impact on total gallons.

The increase in water revenue (on the previous page) is very good news for the City because the Water Fund has experienced losses during 3 out of the last 4 years, and the City has been adjusting the water rate structure to close the gap between revenue and expense. For 2012 we expect a net Water Fund profit of at least \$60,000, and potentially higher depending on the gallons of water used in late summer and early fall.

Gallons sold year-to-date are within 2% of the average for the last 10 years, and are tracking slightly above the base gallon level used to set water rates. The first graph below shows gallons billed through September of each year in comparison to the 10-year average. The second graph shows the relationship between gallons billed and revenue through September (the line represents gallons, and the bars represent water revenue). It should be noted that the increase in water revenue is caused by both an increase in gallons over 2011 and the restructuring of water rates (to split the first residential water tier).



The increase in water revenue during 2012 is encouraging because it closes the gap between revenue and expense, and will also help the City prepare for the rate changes necessary to support future debt payments on the planned water treatment plant. Staff will continue to analyze water revenue performance and evaluate the necessary rate adjustments each year with consideration for the anticipated debt payments on the new treatment plant. More information will be provided to the City Council along with annual utility rate adjustments.

Property Tax Illustration

On the next page is a new property tax comparison which attempts to address several issues relating to property tax by evaluating how a typical property tax dollar is distributed. The handout is available on the City's website, at city hall and will likely be used at the budget hearing this year.

Monthly Report

Attached is the monthly report for September of 2012.

2012 Shoreview Property Tax

For every property tax dollar you pay:

On average, 79 cents of each dollar goes to your county, school district, and other taxing jurisdictions, and

21 cents goes to Shoreview



Shoreview's 21-cent share is allocated as follows in 2012:

- 6 cents Public Safety
- 5 cents Capital
- 4 cents Parks/Recreation
- 2 cents General Govt
- 2 cents Debt Service
- 1.5 cents Public Works
- .5 cent Community Development

Public Safety – Police, fire, animal control and emergency services

Capital – Replacement costs for all general assets: streets, buildings, equipment, fire trucks, trails, park facilities, mechanical systems, computer systems, warning sirens and a small allowance for improvements

Parks/Recreation – Park and recreation administration and park maintenance

General Government – Administration, City Council, newsletter, human resources, elections, accounting, information systems and legal

Debt Service – Payment of bonds issued for past projects

Public Works – Engineering, street maintenance, trail management and forestry

Community Development – Planning, code enforcement, building inspection and economic development



Capital costs make up the second highest share of the City's property tax because of Shoreview's approach to financing infrastructure replacement (such as streets). Many cities utilize special assessments to recover all or a significant portion of the cost of street and utility replacements. In Shoreview, considerable effort is put into planning for infrastructure replacement. The City identifies the resources (taxes and utility fees) that are necessary to support upcoming capital replacement costs well in advance, so that resources are available when needed.

Although one might think that this practice would result in higher taxes for Shoreview, it has actually helped the City keep a stable and competitive tax rate. When comparing the City portion of the property tax bill to 28 other metro-area cities similar to Shoreview in size, Shoreview ranks 5th lowest.

More information about benchmark comparisons is available in the *Community Benchmarks* booklet titled *How Does Shoreview Compare?* (available at city hall or on the City's website)

General Fund
For Year 2012 Through The Month Of September

	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	394,196	-101,446	134.65	107.22
Intergovernmental	183,002	175,197	7,805	95.74	89.47
Charges for Services	1,164,450	1,077,946	86,504	92.57	90.83
Fines & Forfeits	62,000	25,694	36,306	41.44	43.55
Interest Earnings	45,000		45,000		
Miscellaneous	35,160	32,673	2,487	92.93	110.06
TOTAL REVENUES	8,249,422	4,947,570	3,301,852	59.97	60.21
EXPENDITURES					
General Government					
Administration	537,154	387,094	150,060	72.06	71.59
Communications	171,288	97,962	73,326	57.19	72.11
Council & commiss	140,231	113,306	26,925	80.80	75.64
Elections	34,453	11,188	23,265	32.47	96.22
Finance/accounting	541,508	392,641	148,867	72.51	72.68
Human Resources	248,382	158,305	90,077	63.73	65.78
Information systems	312,594	220,487	92,107	70.53	71.49
Legal	100,000	61,188	38,812	61.19	48.23
Total General Government	2,085,610	1,442,172	643,438	69.15	70.26
Public Safety					
Emergency services	7,333	4,558	2,775	62.16	141.88
Fire	854,900	861,352	-6,452	100.75	99.94
Police	1,858,994	1,338,115	520,879	71.98	71.27
Total Public Safety	2,721,227	2,204,025	517,202	80.99	80.27
Public Works					
Forestry/nursery	75,596	62,595	13,001	82.80	31.80
Pub Works Adm/Engin	433,056	308,885	124,171	71.33	73.77
Streets	769,973	591,033	178,940	76.76	80.04
Trail mgmt	121,384	96,817	24,567	79.76	60.91
Total Public Works	1,400,009	1,059,330	340,679	75.67	73.64
Parks and Recreation					
Municipal buildings	126,119	118,050	8,069	93.60	92.93
Park Maintenance	1,117,133	902,721	214,412	80.81	79.83
Park/Recreation Adm	345,201	247,398	97,803	71.67	74.20
Total Parks and Recreation	1,588,453	1,268,168	320,285	79.84	79.25
Community Develop					
Building Inspection	151,486	130,195	21,291	85.95	75.21
Planning/zoning adm	382,837	244,042	138,795	63.75	66.89
Total Community Develop	534,323	374,237	160,086	70.04	69.24

General Fund
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	8,329,622	6,347,931	1,981,691	76.21	75.82
OTHER					
Transfers In	481,000	453,250	27,750	94.23	91.96
Transfers Out	-400,800	-343,750	-57,050	85.77	86.17
TOTAL OTHER	80,200	109,500	-29,300	136.53	148.22
Net change in fund equity		-1,290,861	1,404,961		
Fund equity, beginning		3,976,412			
Fund equity, ending		2,685,551			
Less invested in capital assets					
Net available fund equity		2,685,551			

Recycling
For Year 2012 Through The Month Of September

	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	232,323	218,977	51.48	55.25
TOTAL REVENUES	520,300	291,989	228,311	56.12	61.82
EXPENDITURES					
Public Works					
Recycling	489,474	333,959	155,515	68.23	70.95
Total Public Works	489,474	333,959	155,515	68.23	70.95
TOTAL EXPENDITURES	489,474	333,959	155,515	68.23	70.95
Net change in fund equity	30,826	-41,970	72,796		
Fund equity, beginning		114,960			
Fund equity, ending		72,990			
Less invested in capital assets					
Net available fund equity		72,990			

STD Self Insurance
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	7,500	5,692	1,808	75.89	74.24
Interest Earnings	600		600		
TOTAL REVENUES	8,100	5,692	2,408	70.27	65.51
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	-2,723	2,823		
Fund equity, beginning		41,503			
Fund equity, ending		38,780			
Less invested in capital assets					
Net available fund equity		38,780			

Community Center
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	2,269,985	1,647,403	622,582	72.57	75.18
Interest Earnings	8,000		8,000		
Miscellaneous		20	-20		
TOTAL REVENUES	2,277,985	1,647,423	630,562	72.32	74.78
EXPENDITURES					
Parks and Recreation					
Community center	2,445,989	1,759,878	686,111	71.95	70.86
Total Parks and Recreation	2,445,989	1,759,878	686,111	71.95	70.86
Capital Outlay					
Community center	12,930		12,930		
Total Capital Outlay	12,930		12,930		
TOTAL EXPENDITURES	2,458,919	1,759,878	699,041	71.57	70.86
OTHER					
Transfers In	300,000	225,000	75,000	75.00	75.00
TOTAL OTHER	300,000	225,000	75,000	75.00	75.00
Net change in fund equity	119,066	112,545	6,521		
Fund equity, beginning		828,287			
Fund equity, ending		940,832			
Less invested in capital assets					
Net available fund equity		940,832			

Recreation Programs
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,277,740	1,145,188	132,552	89.63	90.66
Interest Earnings	4,600		4,600		
Miscellaneous		723	-723		
TOTAL REVENUES	1,282,340	1,145,911	136,429	89.36	90.30
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	109,238	88,600	20,638	81.11	88.46
Aquatics	129,694	108,200	21,494	83.43	72.57
Community programs	99,102	82,843	16,259	83.59	64.21
Drop-in Child Care	67,409	44,360	23,049	65.81	89.31
Fitness Programs	198,987	143,519	55,468	72.13	71.43
Park/Recreation Adm	331,258	229,032	102,226	69.14	60.37
Preschool Programs	73,656	54,007	19,649	73.32	66.62
Summer Discovery	167,245	175,364	-8,119	104.85	97.82
Youth/Teen	70,213	47,842	22,371	68.14	65.84
Total Parks and Recreation	1,246,802	973,767	273,035	78.10	73.42
TOTAL EXPENDITURES	1,246,802	973,767	273,035	78.10	73.42
OTHER					
Transfers In	65,000	65,000		100.00	100.00
Transfers Out	-75,000	-56,250	-18,750	75.00	75.00
TOTAL OTHER	-10,000	8,750	-18,750	-87.50	-250.00
Net change in fund equity	25,538	180,894	-117,856		
Fund equity, beginning		545,206			
Fund equity, ending		726,100			
Less invested in capital assets					
Net available fund equity		726,100			

Cable Television
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	280,000	148,024	131,976	52.87	52.74
Interest Earnings	1,800		1,800		
Miscellaneous	1,200	900	300	75.00	45.00
TOTAL REVENUES	283,000	148,924	134,076	52.62	52.10
EXPENDITURES					
General Government					
Cable television	165,095	128,669	36,426	77.94	86.51
Total General Government	165,095	128,669	36,426	77.94	86.51
TOTAL EXPENDITURES	165,095	128,669	36,426	77.94	86.51
OTHER					
Transfers Out	-121,950	-83,250	-38,700	68.27	62.48
TOTAL OTHER	-121,950	-83,250	-38,700	68.27	62.48
Net change in fund equity	-4,045	-62,994	136,349		
Fund equity, beginning		215,665			
Fund equity, ending		152,671			
Less invested in capital assets					
Net available fund equity		152,671			

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

	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	34,193	15,590	68.68	67.88
Total Community Develop	49,783	34,193	15,590	68.68	67.88
TOTAL EXPENDITURES	49,783	34,193	15,590	68.68	67.88
Net change in fund equity	5,217	-6,506	11,723		
Fund equity, beginning		185,524			
Fund equity, ending		179,018			
Less invested in capital assets					
Net available fund equity		179,018			

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

	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	35,877	17,849	66.78	73.86
Total Community Develop	53,726	35,877	17,849	66.78	73.86
TOTAL EXPENDITURES	53,726	35,877	17,849	66.78	73.86
Net change in fund equity	16,274	-806	17,080		
Fund equity, beginning		35,700			
Fund equity, ending		34,894			
Less invested in capital assets					
Net available fund equity		34,894			

Liability Claims
For Year 2012 Through The Month Of September

	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	25,256	6,744	78.92	89.97
Total Miscellaneous	32,000	25,256	6,744	78.92	89.97
TOTAL EXPENDITURES	32,000	25,256	6,744	78.92	89.97
Net change in fund equity	-9,800	-17,260	7,460		
Fund equity, beginning		192,054			
Fund equity, ending		174,794			
Less invested in capital assets					
Net available fund equity		174,794			

Slice SV Event
For Year 2012 Through The Month Of September

	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	61,877	-4,677	108.18	108.98
Total General Government	57,200	61,877	-4,677	108.18	108.98
TOTAL EXPENDITURES	57,200	61,877	-4,677	108.18	108.98
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	10,739	-10,939		
Fund equity, beginning		52,558			
Fund equity, ending		63,297			
Less invested in capital assets					
Net available fund equity		63,297			

Water Fund
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		948	-948		
Intergovernmental	13,200	13,274	-74	100.56	
Utility Charges	2,464,000	1,838,184	625,816	74.60	59.20
Late fees		28,286	-28,286		
Water meters	2,800	6,498	-3,698	232.06	128.88
Other prop charges	2,000	9,978	-7,978	498.89	121.45
Interest Earnings	55,000	37	54,963	.07	
TOTAL REVENUES	2,537,000	1,897,205	639,795	74.78	59.43
EXPENDITURES					
Proprietary					
Water Operations	1,455,461	1,123,376	332,085	77.18	76.17
Total Proprietary	1,455,461	1,123,376	332,085	77.18	76.17
TOTAL EXPENDITURES	1,455,461	1,123,376	332,085	77.18	76.17
OTHER					
Depreciation	-630,000	-472,500	-157,500	75.00	75.00
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	-837,055	-217,232	79.40	85.20
Net change in fund equity	27,252	-63,226	524,942		
Fund equity, beginning		12,445,554			
Fund equity, ending		12,382,328			
Less invested in capital assets		9,427,325			
Net available fund equity		2,955,003			

Sewer Fund
For Year 2012 Through The Month Of September

	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	615	-415	307.45	66.90
Utility Charges	3,500,000	2,590,226	909,774	74.01	72.52
Late fees		51,476	-51,476		
Facility/area chgs	4,000	3,413	587	85.32	106.59
Other prop charges	2,500	7,350	-4,850	294.00	445.88
Interest Earnings	25,000	30	24,970	.12	
TOTAL REVENUES	3,542,215	2,664,013	878,202	75.21	73.70
EXPENDITURES					
Proprietary					
Sewer Operations	2,942,296	2,430,748	511,548	82.61	82.44
Total Proprietary	2,942,296	2,430,748	511,548	82.61	82.44
TOTAL EXPENDITURES	2,942,296	2,430,748	511,548	82.61	82.44
OTHER					
Depreciation	-300,000	-225,000	-75,000	75.00	75.00
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	-421,832	-139,011	75.21	85.88
Net change in fund equity	39,076	-188,567	505,664		
Fund equity, beginning		7,284,108			
Fund equity, ending		7,095,541			
Less invested in capital assets		4,725,848			
Net available fund equity		2,369,693			

Surface Water Mgmt
For Year 2012 Through The Month Of September

	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	780,342	275,658	73.90	73.78
Late fees		12,015	-12,015		
Lake Impr Dist chgs	48,462	24,141	24,321	49.81	96.49
Other prop charges	5,000	7,774	-2,774	155.48	99.00
Interest Earnings	24,000	11	23,989	.05	
TOTAL REVENUES	1,137,277	828,185	309,092	72.82	74.55
EXPENDITURES					
Proprietary					
Snail Lake Aug.	33,367	10,400	22,967	31.17	16.22
Surface Water Oper	726,866	556,119	170,747	76.51	87.41
Total Proprietary	760,233	566,518	193,715	74.52	84.03
TOTAL EXPENDITURES	760,233	566,518	193,715	74.52	84.03
OTHER					
Contributed Assets		20,231	-20,231		
Depreciation	-218,000	-163,494	-54,506	75.00	75.00
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	-289,645	-120,957	70.54	86.39
Net change in fund equity	-33,558	-27,978	195,873		
Fund equity, beginning		7,384,772			
Fund equity, ending		7,356,794			
Less invested in capital assets		6,135,855			
Net available fund equity		1,220,939			

Street Light Utility
For Year 2012 Through The Month Of September

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Special Assessments		30	-30		
Utility Charges	456,000	336,247	119,753	73.74	74.08
Late fees		5,457	-5,457		
Interest Earnings	2,500		2,500		
Miscellaneous	500		500		
TOTAL REVENUES	459,000	341,735	117,265	74.45	74.70
EXPENDITURES					
Proprietary					
Street lighting	251,740	173,372	78,368	68.87	89.19
Total Proprietary	251,740	173,372	78,368	68.87	89.19
Capital Outlay					
Street lighting		49,029	-49,029		
Total Capital Outlay		49,029	-49,029		
Capital Outlay					
Capital Projects		3,421	-3,421		
Total Capital Outlay		3,421	-3,421		
TOTAL EXPENDITURES	251,740	225,822	25,918	89.70	90.81
OTHER					
Depreciation	-40,000	-29,997	-10,003	74.99	75.00
Transfers Out	-15,600	-12,000	-3,600	76.92	100.00
TOTAL OTHER	-55,600	-41,997	-13,603	75.53	80.38
Net change in fund equity	151,660	73,915	104,951		
Fund equity, beginning		749,937			
Fund equity, ending		823,852			
Less invested in capital assets		432,561			
Net available fund equity		391,291			

Central Garage Fund
For Year 2012 Through The Month Of September

	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	86,531	34,184	71.68	
Cent Garage chgs	1,137,680	1,138,348	-668	100.06	98.35
Interest Earnings	22,000	225	21,775	1.02	
TOTAL REVENUES	1,496,395	1,333,836	162,559	89.14	103.27
EXPENDITURES					
Proprietary					
Central Garage Oper	576,564	395,795	180,769	68.65	69.56
Total Proprietary	576,564	395,795	180,769	68.65	69.56
Miscellaneous					
Other Expenses	8,000		8,000		
Total Miscellaneous	8,000		8,000		
Capital Outlay					
Central Garage Oper		286,480	-286,480		
Total Capital Outlay		286,480	-286,480		
TOTAL EXPENDITURES	584,564	682,275	-97,711	116.72	115.80
OTHER					
Sale of Asset	20,000	7,071	12,930	35.35	157.13
Transfers In	180,600		180,600		100.00
Depreciation	-673,000	-504,747	-168,253	75.00	75.00
GO CIP Bonds	-247,157	-247,658	501	100.20	139.06
TOTAL OTHER	-719,557	-745,334	25,777	103.58	88.06
Net change in fund equity	192,274	-93,772	621,551		
Fund equity, beginning		3,713,231			
Fund equity, ending		3,619,459			
Less invested in capital assets		3,228,575			
Net available fund equity		390,884			

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 09-30-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
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CERTIFICATE DEPOSIT							
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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
1,141	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: 24						5,449,000.00	

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	

FEDERAL NATL MTG

1,144	Dain Rauscher Investment Services	FN	1,782	02-24-12	01-10-17	501,423.23	2.688300
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INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 09-30-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
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	

FED HM MORTG POOL

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	

TAXABLE MUNCLPL BONDS

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 09-30-12

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield	
		Sub-Total Of Investments:					17,794,012.93	
		4M Municipal Money Mkt Fund					2,284,593.53	
		2011 COP Debt Service Reserve					11,241.81	
		GMHC Savings Acct USBank					36,114.22	
		4M Fund - Hockey Escrow					117.12	
		Western Asset Govt MM Fund					1,438,473.52	
		GRAND TOTAL OF CASH & INVESTMENTS:					21,564,553.13	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: OCTOBER 10, 2012
SUBJ: PUBLIC WORKS MONTHLY REPORT

ADMINISTRATIVE ACTIVITIES

We're waiting for an official restart of developer activities associated with the public infrastructure improvements for the proposed Lakeview Terrace project. The City has recently received positive indications that the redevelopment is moving forward, but the City staff and engineering and right of way consultants are at a standstill pending the execution of the necessary project financing documents by the developer/property owner. The City has suspended activities of consultants who were working to finalize plans, specifications and bidding documents for the roadway and railway crossing improvements. The most optimistic schedule now for public improvements would have construction beginning in 2013, with the biggest variable being when the railroad crossing work would be completed.

Department personnel have this past month had continued involvement with the redevelopment proposals for TSI, PAR Systems and TCF Bank which all received necessary approvals and moved onto construction phases.

Lake levels have dropped (again) significantly throughout the City due to the extended drought conditions; Turtle Lake has been particularly affected. The City Manager and Public Works Director recently met with representatives of the Turtle Lake Homeowners Association to discuss their efforts to determine support for the creation of a Lake Improvement District and potentially a lake level augmentation project. To date, they have not had consensus from the homeowners on the lake, but are considering another survey of the lake homeowners, due to continuing low lake levels.

Environmental Services –

The City hosted another Emerald ash borer meeting for surrounding cities, the Army National Guard, and state agencies like the Department of Agriculture, Natural Resources, and Transportation to coordinate management efforts and learn from each other. This winter the City will partner with the Department of Agriculture to conduct surveys for further infestations and sample some branches from public properties. Visual inspections will take place on suspect trees from last winter (about 35 trees), and the branch sampling will be done on healthy trees further away to show if the insect has progressed.

The City is beginning the inventory for the GreenStep Cities program with the help of a student group from a sustainability course at the University of Mankato. The purpose of the program is to recognize and encourage best practices cities are doing to achieve cost savings through 28 different measures such as storm water, efficient fleets, and renewable energy. The inventory will show steps Shoreview has already taken and where future improvements could be targeted. These actions are tailored to all Minnesota cities, focus on cost savings and energy use reduction, and encourage civic innovation.

The City is also receiving initial data from Xcel Energy for the Regional Indicators Initiative which measures actual energy and water use by sector over the past several years. Eventually the data will be compiled to show per person or per household consumption levels and how Shoreview compares with similar cities.

The fall cleanup day was held Saturday, October 6th and was quite successful. Approximately 450 residents from both Shoreview and Arden Hills utilized the service. All vehicles received a half page, 2-sided informational flier about recycling industries in Minnesota and the importance of picking up leaves this fall to prevent algae growth in our lakes. While these Spring and Fall events continue to be successful, City staff will be discussing ideas concerning program funding and other logistics with the City Council in the near future.

As part of the City Council adopted Illicit Discharge Municipal Code and the Minnesota NPDES permit requirements, a training brochure was created for detecting and eliminating illicit discharges. Illicit discharges are any pollutants which enter into the storm water drainage system that is not storm water. Examples include intentional leaf blowing into the street, dumping oil into a storm drain, etc. All City field staff in the Public Works and Parks Departments received the brochure. If any suspicious pollutants are found, staff now knows who to contact for follow up and enforcement.

Erosion control inspections continue on large commercial sites and new home redevelopments. A majority of the sites are in compliance or fix minor issues promptly after inspection reports are issued.

MAINTENANCE ACTIVITIES

Public Works Maintenance-

All maintenance crews attended the Fall Maintenance Equipment Expo. Crews have begun to get winter equipment out of storage and they are inspecting winter equipment and are making repairs as necessary in preparation for the winter season.

Street Maintenance –

Street crews have been raising storm sewer manholes and repairing or constructing skimmers on storm pond infrastructure. They are completing the biannual cleaning of storm sewer sumps and catch basins. They have been patching manhole and gate valve repairs and are spot patching around manholes and gate valves. Crews also continue crack filling streets.

Street crews will continue sweeping streets and mowing boulevards and along trails as the weather permits. Crews are working on sign repairs routine maintenance. Speed trailers and traffic counters continue to be set up each week in different locations throughout the City.

Utilities Maintenance –

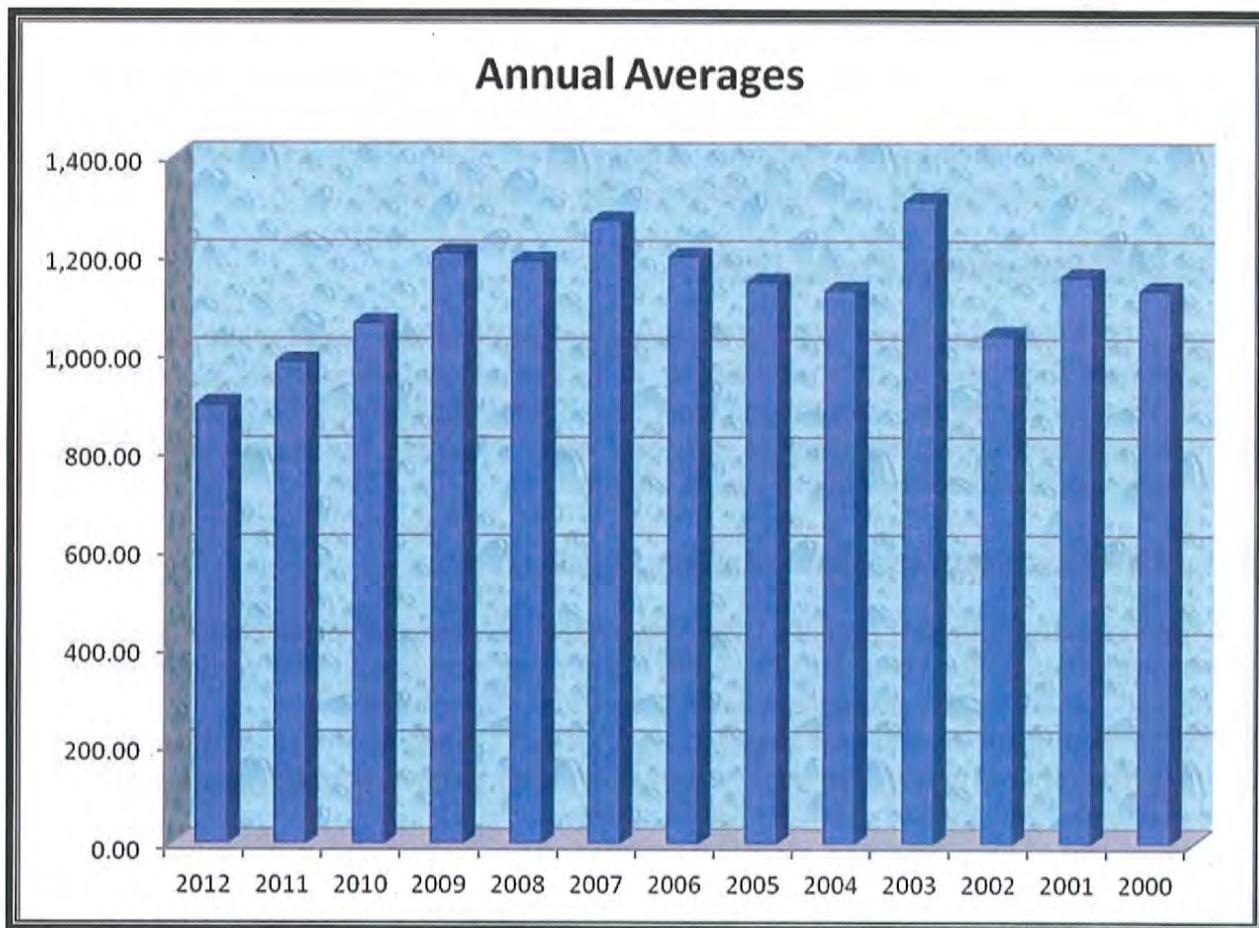
Utility Crews are checking the wells and lift stations and the booster station and towers each day. They perform routine repairs and regular maintenance at each site. They completed the biannual “spray down” and cleaning of each lift station. Crews began the fall flushing program. Hydrants and valves are

inspected and opened to flush the water system. Water samples are collected each day and analyzed. Crews continue mowing and trimming at each well and lift station site. Location requests continue to come in each day. Crews respond by marking City utilities within proposed excavation areas. Crews are using the new tool purchased to repair or replace valve nuts without digging up the valve.

DOC Crews –

Crews continue with daily cleaning at the Maintenance Facility. They have been working with the Parks Maintenance Department on planting and maintaining vegetation within the medians.

The following chart shows historic water use trends for the last 12 years. 2012 has three months of data that has yet to be recorded. At the end of the year that information will be recorded and this year's number will be higher.



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 except for one area and sod has been placed. The wear course of asphalt, mailboxes, and street lights have been installed and the street lights have been energized.

The utility work has been completed on Floral Drive and the contractor has started to work on the road subgrade. Concrete curb and gutter is scheduled to be placed on Monday October 15th.

Red Fox Road Reconstruction, Project 12-04

City staff met with the owner of the Exxon gas station and car wash located on the NE corner of Lexington Avenue and Red Fox Road to discuss the project. The meeting was positive and the owner expressed support for the project. Staff is planning to meet with the remaining business on Red Fox Road, Wendy's and the Stonehenge development, in the next few weeks. The meetings are part of the information gathering process used in the preparation of the feasibility study.

2012 Street Light Replacement, Project 12-06

The contractor, Q3 Contracting, has completed the four new lights on Demar and County Road F. They have also completed four lights on Lake Cove Court. Both systems were energized by XCEL on October 2nd. They are starting the Lake Beach/Lake Oaks/Oxford neighborhood (10 lights) this week and hope to have all the poles set and wired by early next week. Then they will move to the last project area at Dudley/Crestview/Suzanne (7 lights) shortly after that.

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

City staff, in cooperation with staff from the City of Roseville, held a second informational meeting for the residents along County Road D on October 4, 2012. Residents were able to view preliminary plans showing the layout of the road improvements and ask questions about the project.

City staff held a meeting for the residents along Cottage Place on October 9, 2012 to provide an introduction to the proposed project. Information on the feasibility process, potential assessments, and schedule was provided and resident questions were answered.

The meetings are part of the information gathering process used in the preparation of the feasibility study.

REGULAR COUNCIL MEETING
OCTOBER 15, 2012

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

DEPARTMENT ACTIVITY

Now that we have pickleball available on some of our outdoor tennis courts, the Community Center staff have received a number of requests that the City add lining to create some pickleball courts in the gym during the winter months. Staff is currently investigating the feasibility of creating some pickleball courts in the gym. We would then designate certain daytime hours where pickleball would be available. Staff believes that providing this as an option may increase both membership and daily admissions during slower periods at the Community Center.

The last Farmer's Market of 2012 will be held on Tuesday, October 16th from 3:00 p.m. to 6:00 p.m. in the lower level parking lot. In addition, the Halloween Hoopla will be our next family special event scheduled on Friday, October 26th. This annual Halloween event involves a lot of candy, refreshments, themed carnival games, and door prizes. This year the cost of the event includes admission to the indoor playground.

The Active Life Fair is Tuesday, November 13th from 10:00 a.m. – 1:00 p.m. The Active Life Fair is a great way for aging adults and their caretakers to get information on resources in the Shoreview area. Fair-goers can browse through the health and wellness booths, undergo screenings for vision, hearing, blood pressure, and spinal conditions, get information about the Shoreview Community Center and programs, and find support within the Shoreview community.

MAINTENANCE

September was a busy month for the Parks Maintenance crew. Two crewmembers, Chris Bach and Chris Kolkind, led a project that updated the landscaping of a median on Lexington Avenue, two medians on Highway 96 and at the Community Center upper level entrance. They had help from two crewmembers and the Department of Corrections crew. A contractor removed all the old plants, bushes and mulch and also prepped the beds for the new plantings. The crew laid out and planted more than 1,500 plants in the three areas. A contractor blew in the mulch on Lexington Avenue and Highway 96. After the contractor installed new concrete edging at the Community Center, the crew mulched the beds and replaced the sod around the new concrete edge. Since Lexington Avenue does not have an irrigation system the crew has been watering the plants every other day and they will also water the other areas once the irrigation is turned off for the season.

The continued dry weather means the only turf which requires mowing is our athletic fields and because it is cooling off the grass will not need to be mowed as often. The crew found that grubs

are still a problem in many turf areas at several of our parks. The crew applied a grub control product in an attempt to eliminate the problem. For his Eagle Scout project a Boy Scout recently replanted several flowerbeds at Rice Creek Fields and he also removed some shrubs that were not doing well and replaced them with perennials. Right now Rice Creek Fields looks good with the replanted flowerbeds and the fall color on the trees. The parks crew repaired irrigation at several parks this month and they will begin winterizing the irrigation systems at the Community Center, Highway 96 and parks. With the help of the DOC crew, the trees and shrubs in the parks were trimmed as well. Also, the final EAB treatments were completed this past month.

The crew continued cutting and lining three full sized soccer fields and nine modified size soccer fields on a weekly basis. The fall leagues are over for the athletic associations and adult softball which means the parks maintenance crew can make repairs to more of our fields. Recently the grass infield at Bucher Park west field was resodded and the mounds and batters boxes will be repaired in the next few weeks. The crew will also be adding infield mix and turning over the fields so they will be ready to play on in the spring.

The crew took down and re-installed the signs at the Lepak/Larson House in preparation for the Heritage Day events the weekend of October 6th. The exterior building lights at Shamrock and McCullough Parks were repaired. A contractor replaced the broken concrete apron around the Shamrock Park building and once it was done the crew re-graded the area and laid new sod.

The crew continues to pick up trash at the Community Center, library and parks on a daily basis. The trash receptacles are dumped on an as needed basis. The crew has been cleaning the restrooms at the Pavilion and Rice Creek Fields as needed following rentals.

COMMUNITY CENTER/CITY HALL MAINTENANCE ACTIVITIES

The crew has been busy trying to keep the building on its cleaning schedule. The maintenance crew has cleaned the carpeting in the Parks & Recreation lobby and installed new hands free soap dispensers in the banquet restrooms. One dispenser still needs to be installed in the men's restroom because a new hole must be drilled in the counter in order for it to fit.

Pool shutdown is complete for another year and we are in the process of evaluating the projects that were completed. Between contractors and maintenance staff, there were 32 items completed and these items do not include the cleaning and sorting of pool equipment done by pool staff. The major projects include: new sand filters and lint basket, new pool heater, re-grouting the entire pool, new LED underwater pool lights, repairing broken pipes under the floor of the women's pool locker room shower, and the refurbishing of the water slide. There was a lot of work completed in a three week period.

RECREATION PROGRAMS

Outdoor programs are wrapping up this month. The fall soccer program had 34 teams with more than 390 participants and 47 volunteer coaches. Our after school sports programs hit record registration numbers with over 80 youth participating in soccer, basketball, and wrestling.

This program is held at the schools and gives children the ability to wear off some energy while getting exercise in a supervised setting.

Fall swim lesson registration is up 85 participants to 711 when compared to Fall 2011. We are offering a new 3-week, 6-lesson session in December. This option fills the gap between fall and winter lessons and gives participants the extra practice needed to advance to the next swim lesson level. Aquatic staff has developed an additional swim lesson level designed for young preschool children. This level, Manta Ray, is open to children who have completed the parent/child class, Star Fish, but aren't quite ready for the preschool group lesson. Manta Rays will gradually prepare the swimmer for group lessons without a parent and will be offered in January.

The Kid's Garage Sale and Touch-a-Truck on October 8th had a great turnout. The weather cooperated with a great autumn day and kids of all ages climbed aboard many different types of vehicles and machinery. New this year was a school bus, ice cream truck, military crane and S.W.A.T vehicles. The Ramsey County Sheriff's Department brought many police vehicles such as an ATV, boat, K-9 unit, and a squad car.

Thirty-five Shoreliners gathered at the Community Center on September 17th to enjoy a homemade lasagna lunch and social time. The luncheon was followed with entertainment by Rhythmic Feet - a volunteer senior tap dance group with their patriotic themed show. The next Shoreliner event is the Ghosts and Graves Tour on October 17th.

COMMUNITY CENTER

Due to the extended annual pool shut down the Community Center was less active this September compared to last year. The Tropics Indoor Waterpark was closed for three weeks this year compared to the usual two week shut down due to the number of projects that needed to be completed. Unfortunately at the end of the month, a ballast exploded in an overhead light in the waterpark and the safety shield shattered which scattered glass throughout the deck and zero depth beach area. As a precautionary measure to ensure the safety of our guests and members, staff felt it was necessary to drain the pool, thoroughly scrub clean, and refill it. This procedure usually takes five days due to warming the water and balancing the chemicals. However, staff worked diligently to complete this process in three days. The new pool heater was very efficient and required less time to warm the pool water and staff worked aggressively to balance all chemicals. This extra weekend closure added to the 46% decline in daily pass revenue compared to last year.

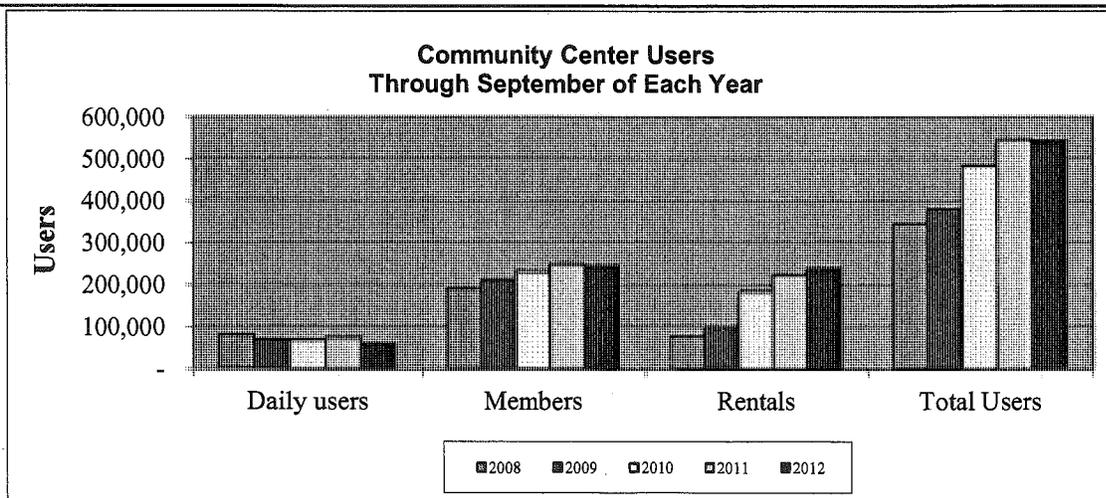
The Fitness Center remained busy with members and guests. There were 5 new member orientations and 122 personal training sessions this month. Staff has researched some new strength conditioning equipment to replace some of the older pieces that require frequent maintenance. Some of the newer pieces have a smaller foot print which would provide more space for a stretching area. The treadmills remain the most popular piece of cardio equipment averaging over 4.5 hours of use a day.

Group fitness class enrollment increased more than 11% compared to last year with the same amount of class offerings. Some of the less popular classes were replaced with new class formats. Some of these new programs include Tabata which is a popular 30 minute high intensity interval class. There were some latin dance classes incorporated as well as Kettlebell training, which is a popular weight training program utilizing Kettlebells. Staff researches new and innovative programs that are being offered so the Community Center can remain competitive with surrounding health clubs.

There was an increase in room rentals this month with 11 receptions being hosted in the banquet rooms compared to 7 last year. Membership pass revenue increased 5% compared to last year. The number and the amount of monthly billing payments were very similar to last year. There were a total of 2,396 active memberships last year and a total of 2,591 active memberships this year. This increase is mostly due to the increase of SilverSneaker memberships. Currently there are 377 SilverSneaker program members.

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

	2008	2009	2010	2011	2012
Number of Users:					
Daily users	79,803	69,634	68,952	73,058	59,390
Members	189,866	211,914	231,256	248,719	245,155
Rentals	76,336	99,374	184,716	224,275	239,442
Total Users	346,005	380,922	484,924	546,052	543,987
Revenue:					
Admissions	\$ 386,093	\$ 427,502	\$ 409,222	\$ 463,861	\$ 435,760
Memberships-annual	327,791	452,472	574,938	636,945	667,336
Memberships-seasonal	103,435	81,995	71,203	71,408	67,372
Room rentals	167,427	158,207	174,538	194,826	191,294
Wave Café	117,293	124,625	137,532	155,201	144,616
Commissions	2,233	5,574	8,051	10,164	11,005
Locker/vending/video	25,621	22,880	20,387	20,364	18,116
Merchandise	6,193	7,645	8,438	11,394	11,748
Other miscellaneous	1,312	545	941	988	179
Building charge	88,000	94,000	93,000	97,000	100,000
Transfers in	142,497	230,400	232,506	222,750	225,000
Total Revenue	1,367,895	1,605,845	1,730,756	1,884,901	1,872,426
Expenditures:					
Personal services	902,622	927,267	945,874	963,293	1,006,022
Supplies	290,059	273,588	283,171	315,599	338,017
Contractual	316,489	354,514	358,620	400,383	415,839
Total Expenditures	1,509,170	1,555,369	1,587,665	1,679,275	1,759,878
Rev less Exp Year-to-date	\$ (141,275)	\$ 50,476	\$ 143,091	\$ 205,626	\$ 112,548



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

t\data/excel/comm cntr/Monthly report 2012

**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	-	-	-	59,390
Members	34,702	31,137	29,693	27,472	25,620	25,094	26,585	24,860	19,992	-	-	-	245,155
Rentals	16,398	16,066	14,860	17,120	15,041	37,529	35,345	70,550	16,533	-	-	-	239,442
Total Users	59,857	57,056	54,690	50,595	45,462	67,537	68,219	101,499	39,072	-	-	-	543,987
Revenue:													
Admissions	\$ 55,671	\$ 45,702	\$ 67,428	\$ 40,239	\$ 34,868	\$ 46,024	\$ 51,546	\$ 45,866	\$ 10,568	\$ -	\$ -	\$ -	\$ 397,912
Indoor playground	6,678	6,845	4,850	4,128	3,924	2,494	3,265	3,054	2,610	-	-	-	37,848
Memberships	121,572	92,089	86,050	68,705	69,225	72,207	69,527	74,020	81,313	-	-	-	734,708
Room rentals	24,441	25,231	15,536	21,979	18,627	26,549	17,245	22,644	19,042	-	-	-	191,294
Wave Café	20,842	16,592	21,932	13,945	13,729	15,760	15,655	18,985	7,176	-	-	-	144,616
Commissions	279	-	1,424	350	2,336	1,680	1,336	1,357	2,243	-	-	-	11,005
Locker/vending/video	1,016	3,015	1,869	2,685	1,102	2,374	1,055	1,961	3,039	-	-	-	18,116
Merchandise	1,177	1,164	1,935	997	1,365	1,214	1,633	1,537	726	-	-	-	11,748
Other miscellaneous	53	10	31	(33)	42	71	59	(104)	50	-	-	-	179
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	-	-	-	225,000
Total Revenue	256,729	215,648	226,055	177,995	170,218	293,373	186,321	194,320	151,767	-	-	-	1,872,426
Expenditures:													
Personal services	86,352	110,691	109,922	103,825	106,288	160,760	111,336	114,288	102,560	-	-	-	1,006,022
Supplies	18,791	38,364	60,317	40,736	41,001	25,491	41,673	40,578	31,066	-	-	-	338,017
Contractual	8,918	19,773	71,950	63,435	63,612	44,855	48,798	51,328	43,170	-	-	-	415,839
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	114,061	168,828	242,189	207,996	210,901	231,106	201,807	206,194	176,796	-	-	-	1,759,878
Rev less Exp (monthly)	\$ 142,668	\$ 46,820	\$ (16,134)	\$ (30,001)	\$ (40,683)	\$ 62,267	\$ (15,486)	\$ (11,874)	\$ (25,029)	\$ -	\$ -	\$ -	\$ 112,548
Rev less Exp (Ytd)	\$ 142,668	\$ 189,488	\$ 173,354	\$ 143,353	\$ 102,670	\$ 164,937	\$ 149,451	\$ 137,577	\$ 112,548	\$ 112,548	\$ 112,548	\$ 112,548	\$ 1,872,426

**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
10/01/12	Accounts payable	\$ 38,027.73
10/02/12	Accounts payable	\$ 219,055.14
10/03/12	Accounts payable	\$ 3,634.36
10/04/12	Accounts payable	\$ 111,915.96
10/08/12	Accounts payable	\$ 155,136.21
10/11/12	Accounts payable	\$ 115,696.48
10/15/12	Accounts payable	\$ 155,099.16
Sub-total Accounts Payable		\$ 798,565.04
	Payroll 124553 to 124591 958938 to 959103	\$146,723.07
Sub-total Payroll		\$ 146,723.07
TOTAL		\$ 945,288.11

ROLL CALL:	AYES	NAYS
Huffman		
Quigley		
Wickstrom		
Withhart		
Martin		

10/15/12

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
							Total of all invoices:	\$38,027.73
								=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ZALEWSKI, KIMBERLY	REFUND TINY TOTS PROGRAM	220	22040					-\$23.00	-\$23.00
NEO, SIEW KHENG	REFUND PASS	220	22040					-\$140.00	-\$140.00
NYTROE, AARON	REFUND TENNIS PROGRAM	220	22040					-\$15.00	-\$15.00
STYCZEN, MAGDA	REFUND/SKATE WITH SANTA	220	22040					-\$10.00	-\$10.00
DONS CANVAS REPAIRS	CANVAS REPAIR FOR TRUCK 212	701	46500	2220		001		\$25.00	\$25.00
LAKE JOHANNA FIREFIGHTER'S REL	2012 STATE FIRE AID	100	19999					\$187,470.03	\$187,470.03
LOFFLER COMPANIES, INC.	TOTAL PAYOFF OF LEASE: CITY HALL COPIERS	101	22207					\$3,421.90	\$3,421.90
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES:SEPTEMBER 2012	101	40500	4890		001		\$104.21	\$416.81
		220	43800	4890		001		\$104.20	
		601	45050	4890		001		\$104.20	
		602	45550	4890		001		\$104.20	
		220	22040					\$140.00	\$140.00
NEO, SIEW KHENG	REFUND PASS	569	47000	5900				\$15,256.40	\$15,256.40
NORTHWEST ASPHALT INC.	2011 MSA ST REHAB CP11-08 PYMNT 3 FINAL	220	22040					\$15.00	\$15.00
NYTROE, AARON	REFUND TENNIS PROGRAM	220	22040					\$10.00	\$10.00
STYCZEN, MAGDA	REFUND/SKATE WITH SANTA	405	43710	3810				\$12,465.00	\$12,465.00
TWIN CITY LAWCARE & LANDSCAPE	PREPPING BEDS FOR LANDSCAPE CC & 96	220	22040					\$23.00	\$23.00
ZALEWSKI, KIMBERLY	REFUND TINY TOTS PROGRAM								
Total of all invoices:								\$219,055.14	=====

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
		220	22040					\$45.00	\$45.00
ANDERSON, ROBERT	SOCCER GRADE 1&2	220	22040					\$45.00	\$45.00
ASCH, EMILY	SOCCER GRADE 1&2	220	22040					\$171.44	\$171.44
BARRON, JAMIE	FACILITY REFUND	220	22040					\$45.00	\$45.00
BITZ, JENNIFER	SOCCER AGE 4-K	220	22040					\$55.00	\$55.00
BLASKA, BRADY	SOCCER GRADE 1&2	220	22040					\$55.00	\$55.00
CERNEA, AUREL	SOCCER AGE 4-K	220	22040					\$21.43	\$21.43
COLLINS, HOLLY	FACILITY REFUND	220	22040					\$45.00	\$45.00
CONLIN, SARAH	SOCCER GRADE 1&2	220	22040					\$36.48	\$36.48
CORPSTEIN, ANDREA	FACILITY REFUND	220	22040					\$110.00	\$110.00
COYLE, SCOTT	SOCCER GRADE 1&2	220	22040					\$39.61	\$39.61
DARIO, LISA	FACILITY REFUND	220	22040					\$45.00	\$45.00
DAVERN, BILL	SOCCER GRADE 1&2	220	22040					\$45.00	\$45.00
DEIBERT, MARK	SOCCER GRADE 3&4	220	22040					\$55.00	\$55.00
DRANGE, ANGELA	SOCCER AGE 4-K	220	22040					\$90.00	\$90.00
DURBIN, SHAWN	SOCCER GRADE 7&8	220	22040					\$45.00	\$45.00
EHRICH, DENA	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
FERNANDEZ, MOISES	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
FLOTTEN, DIANA	SOCCER GRADE 3&4	220	22040					\$45.00	\$45.00
FOLSKA, MARK	SOCCER GRADE 3&4	220	22040					\$45.00	\$45.00
FOLSKA, MARK	SOCCER GRADE 7&8	220	22040					\$55.00	\$55.00
GOODWILER, KIPP	SOCCER GRADE 7&8	220	22040					\$100.00	\$100.00
GREER, STEVEN	SOCCER GRADE 3&4	220	22040					\$55.00	\$55.00
HANSON, PAT	SOCCER AGE 4-K	220	22040					\$250.00	\$250.00
HENSEL, JEANAH	FACILITY REFUND	220	22040					\$45.00	\$45.00
ISABEL, ROB	SOCCER AGE 4-K	220	22040					\$55.00	\$55.00
JOHNSON, MIKE	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
KNOLL, JON	SOCCER GRADE 1&2	220	22040					\$48.21	\$48.21
KOEHN, KATIE	FACILITY REFUND	220	22040					\$45.00	\$45.00
KRIAUCIUNAS, ARAS	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
LIGHTBODY, LORI	SOCCER AGE 4-K	220	22040					\$64.28	\$64.28
LITECKY, LINDA	FACILITY REFUND	220	22040					\$45.00	\$45.00
MELCHER, MATT	SOCCER GRADE 1&2	220	22040					\$65.00	\$65.00
MITCHELL HOVDE, MICHELLE	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
MULLIGAN, MELONIE	SOCCER GRADE 1&2	220	22040					\$45.00	\$45.00
NELSON, DAVE	SOCCER GRADE 3&4	220	22040					\$45.00	\$45.00
NELSON, LISA	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
NUSTAD, CARISSA	SOCCER AGE 4-K	220	22040					\$55.00	\$55.00
SACAY, MARK	SOCCER GRADE 5&6	220	22040					\$55.00	\$55.00
SAJEVIC, JILL	SOCCER GRADE 1&2	220	22040					\$55.00	\$55.00
SAXTON, CHRIS	SOCCER AGE 4-K	220	22040					\$45.00	\$45.00
SCHABERG, ERIC	SOCCER GRADE 1&2	220	22040					\$45.00	\$45.00
SCHRAB, JACKI	SOCCER GRADE 1&2	220	22040					\$45.00	\$45.00
SCHRAB, JACKI	SOCCER GRADE 3&4	220	22040					\$300.00	\$300.00
SCHROEDER, MICHAEL	FACILITY REFUND	220	22040					\$45.00	\$45.00
SHAY, LIAM	SOCCER AGE 4-K	220	22040					\$90.00	\$90.00
STENLUND, ANDY	SOCCER GRADE 3&4	220	22040					\$55.00	\$55.00
WEBER, KEVIN	SOCCER GRADE 3&4	220	22040					\$45.00	\$45.00
WOLKERSTORFER, BART	SOCCER GRADE 5&6	220	22040					\$45.00	\$45.00
WYNN, KATINA	SOCCER GRADE 1&2	220	22040					\$48.21	\$48.21
XIONG, GAO	FACILITY REFUND	220	22040					\$45.00	\$45.00
XIONG, LAURIE	SOCCER GRADE 1&2	220	22040						

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ZHAO, LINGJIE	AQUATICS - LEVEL 6	220	22040				\$126.00	\$126.00
ZIMMERMAN, JULIE	PASS REFUND	220	22040				\$308.70	\$308.70
Total of all invoices:								\$3,634.36

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ABLE HOSE & RUBBER INC.	REPAIR SUPPLIES POOL	220	43800	2240		003		\$531.40	\$531.40
AMSAN BRISSMAN KENNEDY	REPAIR SUPPLIES CC	220	43800	2240		001		\$301.10	\$301.10
ANCHOR PAPER	HR PAPER FOR BENEFITS & NOTICES BOOK	101	40210	2180		001		\$78.17	\$78.17
ARVIG ENTERPRISES	EROSION RED HAMLINE AVE FIBER RES 12-89	101	22030					\$1,000.00	\$1,000.00
BEISSWENGERS HARDWARE	ANTI-FREEZE	220	43800	2240		003		\$36.68	\$36.68
BEISSWENGERS HARDWARE	REPAIR SUPPLIES FOR PLAYGROUND	220	43800	2240		001		\$17.18	\$17.18
COMCAST	CABLE FOR CC	220	43800	3190		001		\$224.39	\$224.39
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 10-05-12	101	21720					\$8,731.48	\$8,731.48
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 10-05-12	101	20420					\$103.25	\$103.25
CUMMINS NPOWER LLC	TESTED AND SERVICED GENERATOR	220	43800	3810		003		\$439.30	\$439.30
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:10-05-12	101	20418					\$5,640.00	\$5,640.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 10-05-12	101	20431					\$924.00	\$924.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:10-05-12	101	21750					\$4,598.39	\$4,598.39
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 10-05-12	101	20430					\$265.00	\$265.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/OCTOBER 2012	220	43800	3960				\$1,089.00	\$1,089.00
MAYER ARTS, INC	FALL 2012 SESSION 1 BALLET	225	43580	3170				\$1,330.00	\$1,330.00
MCGOUGH CONSTRUCTION	EROSION RED 1803 PARKVIEW RES 12-89	101	22030					\$3,300.00	\$3,300.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:10-05-12	101	20435					\$217.50	\$217.50
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 10-05-12	101	20420					\$27.00	\$27.00
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUPERVISOR-FALL SOCCER PICTURES	225	43510	3190		015		\$81.00	\$81.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:10-05-12	101	21740					\$27,488.12	\$27,488.12
RILEY, JESSICA	MILEAGE REIMBURSEMENT/MPRA CONFERENCE	220	43800	4500				\$155.40	\$155.40
SCHIFSKY, MARK	EROSION RED 4663 CHATSWORTH RES 12-89	101	22030					\$1,000.00	\$1,000.00
SHORT ELLIOTT HENDRICKSON, INC	SHORE ANTENNA PROJECT	601	22015					\$1,213.97	\$1,213.97
SIGNATURE LIGHTING INC	STREET LT REPAIR-SNAIL LK BLVD/EVERGREEN	604	42600	3810		003		\$889.68	\$889.68
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-4735 KEVIN LN	604	42600	3810		002		\$1,105.15	\$1,105.15
SUSA ONE DAY SCHOOL	ONE DAY SCHOOL/14 ATTENDEES	601	45050	4500		003		\$315.00	\$630.00
		602	45550	4500		003		\$315.00	
T.A. SCHIFSKY & SONS, INCORPOR	EROSION RED 470 GRAMSIE RES 12-89	101	22030					\$1,000.00	\$1,000.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:10-05-12	101	21710					\$20,894.27	\$48,220.99
		101	21730					\$21,283.32	
		101	21735					\$6,043.40	
		101	20420					\$99.00	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:10-05-12	101	20420					\$99.00	
UPPER CUT TREE SERVICES	PUBLIC TREE REMOVAL W012-29	101	43900	3190		002		\$658.35	\$658.35
YALE MECHANICAL INC	PIPING REPAIR & REPLACEMENT IN POOL AREA	220	43800	3810		007		\$520.46	
Total of all invoices:									\$111,915.96

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
PRESS PUBLICATIONS	LEGAL NOTICE	101	40400	3360				-\$15.53	-\$15.53
PRESS PUBLICATIONS	LEGAL NOTICE	101	40400	3360				-\$17.25	-\$17.25
PRESS PUBLICATIONS	LEGAL NOTICE	101	40400	3360				-\$17.25	-\$17.25
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640				\$1,145.19	\$1,638.36
		101	43710	3950				\$493.17	
AMERICAN PAYMENT CENTERS	RAINBOW DROP BOX SERVICES-OCT/NOV/DEC 12	601	45050	3190		001		\$40.00	\$80.00
		602	45550	3190		001		\$40.00	
		210	34390					\$549.00	
ARDEN HILLS, CITY OF	ARDEN HILLS CREDIT CARD RECEIPTS/FALL CU	210	42750	2180				\$29.51	\$29.51
C & E HARDWARE	PROPANE FOR CLEANUP DAY HEATER	307	44100	4890				\$66.00	\$66.00
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/SEPT STMT/11 @ \$6	101	40500	4500		005		\$173.14	\$173.14
ESPE, FRED	REIMBURSEMENT/MNGFOA CONFERENCE/LODGING	101	40600	3020				\$2,562.00	\$5,975.02
KELLY & LEMMONS, P.A.	SEPTEMBER 2012 LEGAL FEES	101	40600	3030				\$3,315.02	
		101	40600	3040				\$98.00	
		101	40500	4500	004			\$17.24	
KUSCHEL, JODEE	MILEAGE REIMB:PAYROLL SEMINAR/KUSCHEL	220	43800	3960				\$1,445.35	\$1,445.35
METRO LEASING COMPANY	PUSH PEDAL PULL CARDIO LEASE - SEPT 2012	602	45550	3670				\$141,589.12	\$141,589.12
METROPOLITAN COUNCIL ENVIRONME	SEWER SERVICE-NOVEMBER 2012	601	36190			003		\$34.07	
PENCE, ANNE	REFUND CLOSING OVRPYMT-1218 RAVENSWOOD	101	40600	3020				\$400.00	\$400.00
PETERSON FRAM & BERGMAN	LEGAL FEES MCGUIRE PROPERTY	225	43590	3174		001		\$25.00	\$25.00
PETERSON, BRIAN	FARMERS MARKET ENTERTAINMENT 10-2-12	101	40500	4890		004		\$154.83	\$154.83
PMA FINANCIAL NETWORK, INC	AUGUST 2012 BANK FEES	101	40400	3360				\$15.53	
PRESS PUBLICATIONS	LEGAL NOTICE	101	40400	3360				\$17.25	\$17.25
PRESS PUBLICATIONS	LEGAL NOTICE	101	40400	3360				\$17.25	\$17.25
PRESS PUBLICATIONS	LEGAL NOTICE	101	40400	3360				\$17.25	\$17.25
RAMSEY COUNTY TREASURER	LIFE INSURANCE: OCTOBER 2012	101	20414					\$2,719.57	\$2,919.57
		101	20417					\$200.00	
		101	40200	4890		001		\$40.00	\$40.00
VICTORIA VALLEY ORCHARD	APPLES FOR HERITAGE DAY								
Total of all invoices:								\$155,136.21	

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
								\$91.69	\$91.69
		101	43710	2260				\$88.36	\$88.36
A & L SUPERIOR SOD, INC	SOD FOR SITZER BALLFIELD	101	43710	2260				\$225.40	
A & L SUPERIOR SOD, INC	SOD FOR SITZER BALLFIELD	701	46500	3640				\$28,222.79	\$28,222.79
ACE SOLID WASTE	OCT MAINT CENTER SOLID WASTE PICKUP	210	42750	3190				\$64.29	\$64.29
ALLIED WASTE SERVICES #899	SEPT ALLIED WASTE SERVICES	220	22040					\$1,716.62	\$1,716.62
ANDERSON, SHANNON	FACILITY REFUND	101	20412					\$275.41	\$275.41
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: SEPTEMBER 2012	220	43800	2590		001		\$40.00	\$40.00
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	22040					\$387.77	\$387.77
CORDOVA, ROBERT	PASS REFUND	225	43555	2170				\$387.65	\$387.65
CUB FOODS	PRESCHOOL SUPPLIES	220	43800	3950				\$20.00	\$20.00
CULLIGAN	IRON FILTER RENTAL FOR POOL LABOR INSTAL	220	22040					\$171.21	\$1,038.04
DROBKA, KAREN	PASS REFUND	101	20431					\$866.83	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 10-12-12	101	20432					\$49.46	\$49.46
		220	43800	2180		006		\$15.57	\$15.57
	LIGHTS FOR POPCORN MAKER AT WAVE CAFE	220	43800	2590		001		\$15.57	\$15.57
GRAINGER, INC.	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.57	\$15.57
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.45	\$16.45
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.45	\$16.45
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$1,215.61	\$1,215.61
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2160		001		\$296.00	\$296.00
GRANDMA'S BAKERY	POOL AND WHIRLPOOL CHEMICALS	220	43800	2160		001		\$47,193.56	\$48,193.35
HAWKINS, INC.	TESTING REAGENTS & ACID	101	20410					\$1,001.79	
HAWKINS, INC.	HEALTH INSURANCE: NOVEMBER 2012	101	20411					\$416.40	\$416.40
HEALTH PARTNERS		220	43800	2590		001		\$792.78	
HEGGIES PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2160		001		\$1,683.21	\$1,683.21
HORIZON COMMERCIAL POOL SUPPLY	STAIN AND SCALE FOR SHUTDOWN-1	260	47400	4340				\$336.00	\$336.00
IDC AUTOMATIC	INSURANCE CLAIM: MAINTENANCE CENTER DOOR	220	43800	2590		001		\$65.00	\$65.00
JONNYPOPS	WAVE CAFE FOOD FOR RESALE	220	22040					\$20.00	\$20.00
KNOPF, CHRISTOPHER	SOCCER GRADE 5&6	220	22040					\$89.13	\$89.13
LIVINGSTON, DAVID	PASS REFUND	220	43800	2160		002		\$100.84	\$100.84
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002		\$2,388.65	\$2,364.76
MATHESON TRI-GAS INC	YEAR LONG RENTAL FOR CO2	602	20840					-\$23.89	
METROPOLITAN COUNCIL ENVIRONME	SAC CHARGES FOR OCTOBER 2012	602	34060					\$224.30	\$224.30
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: SEPTEMBER 2012	701	46500	2120				\$1,602.39	\$1,570.34
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: SEPTEMBER	101	20802					-\$32.05	
		101	34060					\$85.00	\$85.00
		220	22040					\$150.00	\$150.00
MOONEY, NANCY	CPR	220	22040					\$1,140.00	\$1,140.00
MUSANI, OSMAN	FACILITY REFUND	101	43710	3950				\$12.44	\$12.44
NORTH STAR MINI STORAGE	STORAGE LOCKER FEE	101	40500	4500		004		\$71.00	\$71.00
PHILIP, JAMI	MILEAGE/PARKING REIMBURSEMENT	220	22040					\$97.19	\$97.19
PIETRUSZEWSKI, DIANA	AQUATICS - LEVEL 2.5	220	43800	2240		001		\$250.00	\$250.00
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	22040					\$17,307.73	\$17,307.73
PLUMER, KRISTINA	FACILITY REFUND	570	47000	5900				\$282.22	\$2,793.78
Q3 CONTRACTING	STREET LIGHT INSTALL PROJECT 12-01	305	44100	4890				\$510.76	
RAMSEY COUNTY	2011 TIF ADMINISTRATIVE CHARGES	101	40500	4890		013			

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		307	44100	4890			\$218.96	
		364	44100	4890			\$894.64	
		415	44100	4890			\$146.30	
		416	44100	4890			\$302.98	
		417	44100	4890			\$437.92	
SCHOLASTIC INC/WEEKLY READER	PRESCHOOL WEEKLY READER	225	43555	2170			\$83.95	
SPIELER, CATHERINE	PASS REFUND	220	22040				\$80.00	\$80.00
T-MOBILE	WATER TOWER CARD	601	45050	3190			\$126.24	\$126.24
TARGET COMMERCIAL INVOICE	COMMUNITY CENTER STORAGE CONTAINERS	220	43800	2180		002	\$43.74	\$43.74
TARGET COMMERCIAL INVOICE	COMMUNITY CENTER STORAGE CONTAINERS	220	43800	2180		002	\$90.53	\$90.53
TOKLE INSPECTIONS INC	INSPECTIONS SERVICES FOR OCT 2012	101	44300	3090			\$2,136.80	
VANCO SERVICES	SEPT FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003	\$135.75	\$135.75
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$532.86	\$532.86
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$229.25	\$297.97
		101	40800	2180			\$68.72	
WEISS, JEFF	PASS REFUND	220	22040				\$40.00	\$40.00
ZELENSKY, WILLIAM	ICE SKATING SNOFLOW	220	22040				\$78.00	\$78.00
Total of all invoices:								\$115,696.48

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A & L SUPERIOR SOD, INC	SOD FOR BUCHER INFIELD AND COMM CNTR	101	43710	2260				\$195.06	\$195.06
A & L SUPERIOR SOD, INC	TURFGRASS SOD	101	43710	2260				\$146.72	\$146.72
A & L SUPERIOR SOD, INC	TURFGRASS SOD	101	43710	2260				\$51.69	\$51.69
AGGREGATE INDUSTRIES NCR, INC	CONCRETE READY MIX FOR SIDEWALK REPAIRS	101	43450	2250		003		\$683.19	\$683.19
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTALS - MAINTENANCE CENTER	101	42200	3970				\$46.58	\$186.34
		601	45050	3970				\$46.58	
		602	45550	3970				\$46.58	
		603	45850	3970				\$23.30	
		701	46500	3970				\$23.30	
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				\$63.31	\$63.31
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL PARKS	101	43710	3970				\$59.91	\$59.91
AMERI PRIDE LINEN & APPAREL SE	UNIFORM RENTAL CC	220	43800	3970				\$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				\$46.16	\$184.64
		601	45050	3970				\$46.16	
		602	45550	3970				\$46.16	
		603	45850	3970				\$23.08	
		701	46500	3970				\$23.08	
AMERICAN FASTENER	SUPPLIES	701	46500	2180		001		\$16.85	
		601	45050	2280		001		\$48.61	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$2,063.02	\$2,063.02
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$1,876.35	\$1,876.35
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183				\$306.34	
AUTO PLUS	POWER STEERING FLUID	701	46500	2180		001		\$23.43	\$23.43
BAUER BUILT TIRE AND BATTERY I	TIRE REPAIR UNIT 215	701	46500	3190		001		\$44.22	\$44.22
BEISSWENGERS HARDWARE	GLUE FOR UNIT 305	701	46500	2220		001		\$5.23	\$5.23
BEISSWENGERS HARDWARE	POLE SAW HANDLE	101	42200	2180		001		\$48.09	\$48.09
BEISSWENGERS HARDWARE	HARDWARE TO INSTALL SIGNS LARSON HOUSE	101	43710	2240				\$19.24	\$19.24
BEISSWENGERS HARDWARE	TOOLS	601	45050	2400		001		\$43.05	\$43.05
BROCK WHITE, LLC	PARTS FOR CHOP SAW	701	46500	2220		002		\$51.11	
C & E HARDWARE	PARTS FOR UNIT 203	701	46500	2220		001		\$3.84	\$3.84
C & E HARDWARE	BOLTS FOR VALVES	601	45050	2280		004		\$26.38	\$26.38
C & E HARDWARE	DRILLS FOR VALVES	601	45050	2280		004		\$18.93	\$18.93
CDW GOVERNMENT, INC	PATCH PANEL	101	40550	2010		004		\$127.91	\$127.91
CDW GOVERNMENT, INC	COMPUTER CABLE FOR UPS	101	40550	2010		001		\$63.67	\$63.67
CITIES 1 PLUMBING AND HEATING	WATER PIPING FOR H2O SOFTENER	220	43800	3810		003		\$834.42	\$834.42
COLLIER COMPUTING CO INC	VMWARE SOFTWARE SUBSCRIPTION	101	40550	3860		011		\$9,687.15	\$9,687.15
COMMERCIAL ASPHALT CO	ASPHALT	601	45050	2280		004		\$524.86	\$524.86
COMMERCIAL FURNITURE SERVICES	FULL STORAGE CABINET FOR CUBICLE	220	43800	2180		002		\$904.86	\$904.86
COMPLETE HEALTH, ENVIRONMENTAL	MTCE PLAN - SEPT 2012	101	40210	3190		007		\$610.00	\$610.00
CONTINENTAL RESEARCH CORPORATI	CAULKING AND CLEANER	601	45050	2280		005		\$261.63	\$261.63
CUMMINS NPOWER, LLC	DIAGNOSTIC TESTING & POWER UPGRADE 204	701	46500	3190		001		\$1,581.52	\$1,719.92
		701	46500	2220		001		\$138.40	
EMERGENCY AUTOMOTIVE	COMPUTER STAND FOR UNIT 305	701	46500	2220		001		\$331.64	
FACTORY MOTOR PARTS COMPANY	BATTERIES FOR SKYJACK LIFT	701	46500	2220		002		\$454.21	\$454.21
FERGUSON WATERWORKS	VALVE BOX PARTS	601	45050	2280		004		\$765.14	\$765.14
FIRST LAB, INC.	RANDOM SCREENING	101	40210	3190		001		\$137.85	\$137.85

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
FLEETPRIDE	PARTS FOR UNIT 203	701	46500	2220		001		\$7.04	\$7.04
FLEETPRIDE	PLOW AND SANDER LIGHTS	701	46500	2180		001		\$83.88	\$83.88
GARELICK STEEL COMPANY	STEEL FOR SKIMMERS	603	45850	2180		002		\$814.39	\$814.39
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190				\$140.08	\$560.30
		602	45550	3190				\$140.08	
		603	45850	3190				\$140.07	
		604	42600	3190				\$140.07	
GRAINGER, INC.	CUTTING OIL FOR SAW	701	46500	2180		001		\$53.80	\$53.80
GRAINGER, INC.	WEIGHTS FOR TRAFFIC CONES	101	43710	2240				\$80.85	\$80.85
HACH COMPANY	FLOURIDE VIALS FOR FLOURIDE TEST	601	45050	2280		001		\$257.42	\$257.42
HAMERNICK DECORATING, INC	PAINTING	220	43800	3810		007		\$4,857.00	\$4,857.00
HOME DEPOT, THE	HARDWARE TO REATTACH LARSON/LAPEK SIGNS	101	43710	2240				\$52.39	\$52.39
INSTRUMENTAL RESEARCH INC	SAMPLES	601	45050	3190		004		\$240.00	
LAKE JOHANNA FIRE DEPT	NEW E-2 FINAL PAYMENT	405	41200	3190				\$12,620.73	\$12,620.73
LEXINGTON FLORAL	FUNERAL ARRANGEMENT - HUFFMAN	101	40200	4890				\$80.30	\$80.30
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICES	568	47000	5950				\$62.50	\$322.15
		101	40200	3360		001		\$259.65	
LINDERS GREENHOUSE *** ST. PAU	PLANTS FOR HWY 96, LEXINGTON AND CC	405	43710	3810				\$12,828.54	\$12,828.54
LINDERS GREENHOUSE *** ST. PAU	PLANTS FOR CC	405	43710	3810				\$223.41	\$223.41
LINDERS GREENHOUSE *** ST. PAU	PLANTS FOR RICE CREEK FILEDS	101	43710	2260				\$1,962.26	\$1,962.26
MCCAREN DESIGNS INC	NOVEMBER HORTICULTURE SERVICES FOR POOL	220	43800	3190		007		\$1,278.23	\$1,278.23
MCMASTER CARR SUPPLY CO	REPAIR SUPPLIES CC	220	43800	2240		003		\$589.03	\$589.03
MENARDS CASHWAY LUMBER **FRIDL	SKIMMERS BOARDS & SUPPLIES	603	45850	2180		002		\$369.45	\$369.45
MIDWAY SEWER SERVICE CO. OF ST	DRAIN CLEANING AROUND THE BUILDING	220	43800	3810		003		\$1,480.50	\$1,480.50
MIDWEST LOCK & SAFE INC	LOCK REPLACEMENT AND REPAIR	220	43800	3810		003		\$922.82	\$922.82
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES	101	43710	2240				\$572.18	
NAPA AUTO PARTS	LIGHTS FOR UNIT 306	701	46500	2220		001		\$18.16	\$18.16
NEWMAN SIGNS	SIGN BLANKS	101	42200	2180		003		\$149.29	\$149.29
O'DAY EQUIPMENT, LLC	ANNUAL LINE LEAK TEST FOR FUEL TANKS	701	46500	3190		002		\$1,101.00	\$1,101.00
OFFICE DEPOT	GENERAL OFFICE/LUNCHROOM SUPPLIES	101	40200	2010		002		\$11.62	\$171.16
		101	40800	2180				\$100.46	
		225	43400	2180				\$33.69	
		220	43800	2010		001		\$22.91	
		101	40500	2010		008		\$2.48	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002		\$163.24	\$163.24
PRO-TEC DESIGN	PAVILLION CAMERA: FINAL BILLING	422	40550	5800				\$3,603.47	\$3,603.47
PRO-TEC DESIGN	SKATE PARK CAMERA: FINAL BILLING	422	40550	5800				\$5,248.69	\$5,248.69
PRO-TEC DESIGN	UPPER PARKING CAMERA (NORTH LANE): FINAL	422	40550	5800				\$3,296.48	\$3,296.48
Q3 CONTRACTING	TRAFFIC CONTROL FOR LANDSCAPE PROJECT	405	43710	3810				\$413.13	\$413.13
RAMSEY COUNTY	FLEET SUPPORT FEE - SEPTEMBER 2012	101	41500	3890				\$24.96	\$24.96
RAMSEY COUNTY	911 SERVICES - SEPTEMBER 2012	101	41100	3198				\$8,062.67	\$8,062.67
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330				\$134.16	\$134.16
REED'S SALES AND SERVICE	PARTS FOR JIG SAW	701	46500	2220		002		\$37.15	\$37.15
RICK JOHNSON DEER AND BEAVER I	DEAD DEER REMOVAL	101	42200	2180		001		\$115.00	\$115.00
RICOH AMERICAS CORPORATION	STAPLE SUPPLIES CITY HALL COPIER	101	40200	3850		002		\$178.76	\$178.76
ROBINSON LANDSCAPING INC.	SOD FOR TRAIL REPAIR	101	43450	2250		001		\$8.98	\$8.98
SCHREIBER MULLANEY CONSTRCT CO	EMERGENCY REPAIRS LOCKER ROOM DRAINS	405	43800	3810				\$15,894.00	
SCHREIBER MULLANEY CONSTRCT CO	DAY CARE ROOM STORAGE SHELVEING	220	43800	3810		003		\$1,925.00	\$1,925.00
SIMPLEXGRINNELL LP	CORRODED HEAD REPLACEMENT	220	43800	3810		003		\$843.00	\$843.00
SIMPLEXGRINNELL LP	MOVE SPRINKLER LINE FOR NEW FILTER	405	43800	3810				\$627.86	\$627.86
SMITH, JEFF LLC	FALL 2012 TAEKWONDO SESS.A CONTRACTORFEE	225	43530	3190				\$1,991.60	\$1,991.60

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT	101	42200	2180		002	\$79.72	\$79.72
TERMINAL SUPPLY CO	PLOW SUPPLIES	701	46500	2180		001	\$176.84	\$176.84
TESSMAN SEED CO	DYLOX INSECTICIDE FOR GRUB CONTROL	101	43710	2260			\$1,596.74	\$1,596.74
TKE CORP	ELEVATOR MAINTENANCE	220	43800	3190		004	\$1,001.73	\$1,001.73
TOUSLEY FORD, INC	UNIT 212 DIAGNOSTICS	701	46500	3190		001	\$97.35	\$97.35
TOUSLEY FORD, INC	FUSES	701	46500	2180		001	\$60.94	\$60.94
TOUSLEY FORD, INC	STEERING PARTS FOR UNIT 602	701	46500	2220		001	\$81.66	\$81.66
TRI STATE BOBCAT, INC.	PARTS FOR BOB-CAT PLOW	701	46500	2220		002	\$92.24	\$92.24
ULINE	VELCRO STRAPS	101	40550	2010		001	\$38.32	\$38.32
UNITED RENTALS NORTHWEST, INC	INSURANCE CLAIM: LIGHT BALLAST	260	47400	4340			\$753.62	\$753.62
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$26.16	\$26.16
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$179.97	\$179.97
WESOLOWSKI, TOM	MILEAGE REIMBURSEMENT	101	42050	4500			\$159.84	\$159.84
WINDSCAPES INC	MULCH FOR LANDSCAPE PROJECT	405	43710	3810			\$4,324.00	\$4,324.00
WSB & ASSOCIATES, INC.	WELLHEAD PLAN PART 2 - CONSULTING FEES	601	45050	4890			\$413.50	\$413.50
WSB & ASSOCIATES, INC.	BUCHER PARK SERVICES - AUGUST 2012	459	43710	5300			\$6,740.50	\$6,740.50
WURST, ANDREW	MILEAGE REIMBURSEMENT	101	43400	3270			\$13.38	\$13.38
WV NELSON CONSTRUCTION CORPORA	SHAMROCK APRON REPAIR	405	43710	3810			\$3,900.00	\$3,900.00
WW GOETSCH ASSOCIATES INC.	PUMP AND MOTOR SURGE TESTS	220	43800	3810		007	\$526.72	\$526.72
WW GOETSCH ASSOCIATES INC.	BACKWASH SUMP PUMP AND CONTROLS	220	43800	3810		007	\$7,815.22	\$7,815.22
YALE MECHANICAL INC	REMOVAL OF OLD POOL HEATER CC	405	43800	3810			\$1,157.29	\$1,157.29
YALE MECHANICAL INC	HOOK UP OF NEW POOL HEATER CC	405	43800	3810			\$1,139.05	\$1,139.05
YALE MECHANICAL INC	DUCTWORK REPLACEMENT IN POOL AREA	220	43800	3810		007	\$2,062.00	\$2,062.00
YALE MECHANICAL INC	HVAC REPAIR AND MAINTENANCE	220	43800	3810		007	\$6,580.15	\$6,580.15
YALE MECHANICAL INC	WATER HEATER REPAIR FOR FITNESS CENTER	220	43800	3810		002	\$1,736.86	\$1,736.86
YALE MECHANICAL INC	POOL SHUT DOWN REPAIRS	220	43800	3810		007	\$4,360.17	\$4,360.17
YALE MECHANICAL INC	POOL AHU MAINTENANCE CONTRACT	220	43800	3190		007	\$1,307.57	\$1,307.57
YALE MECHANICAL INC	DEFECTIVE RPZ REMOVED/NEW RPZ INSTALLED	220	43800	3810		003	\$1,511.28	\$1,511.28
Total of all invoices:							\$155,099.16	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

Voucher Number	30,549
Vendor number	00374 2 2012
Vendor name	LAKE JOHANNA FIREFIGHTER'S RELIEF
Address	ASSOCIATION 5545 LEXINGTON AVENUE N SHOREVIEW MN 55126

Date	Comment line on check	Invoice number	Amount
10-01-12	2012 STATE FIRE AID	10/1/12	\$187,470.03

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

Return to:	
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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
100 19999	\$187,470.03

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	30,663	2012
Vendor number	00416 1	
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
10-05-12	SEWER SERVICE-NOVEMBER 2012	1000416	\$141,589.12

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

Return to: _____

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
602 45550 3670	\$141,589.12

Is sales tax included on invoice?	<u>Not</u> Taxable
If no, amount subject to sales use tax	\$ _____
Reviewed by:	<u>Debbie Engblom</u> 10-5-12
(signature required) Debbie Engblom	
Approved by:	<u>Tom Simonson</u> , Acting City Mgr
(signature required) Tom Simonson, Acting City Mgr	

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	30,674
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
09-25-12	SEPT ALLIED WASTE SERVICES	0899-002140154	\$28,222.79

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

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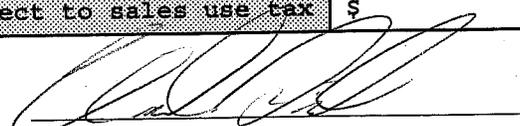
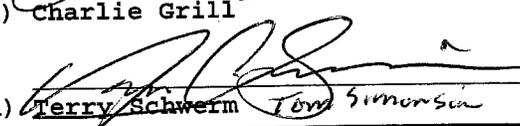
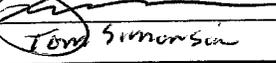
This Purchase Voucher is more than \$25,000.00; was the state's cooperative venture considered before purchasing through another source?

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
210 42750 3190	\$28,222.79

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 Schweim Terry Simonson Acting C.I. Manager

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	30,741
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
10-10-12	HEALTH INSURANCE: NOVEMBER 2012	41546715/41546716	\$48,195.35

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

Return to:

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 20410	\$47,193.56
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: Tom Simonson
 (signature required) Tom Simonson, Acting City Mgr

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 October 15, 2012.

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

October 15, 2012
Regular Council Meeting

CITY OF SHOREVIEW - LICENSE APPLICATIONS
October 15, 2012

LICENSE #	BUSINESS NAME	TYPE
12-00024	Fresh Cut Tree & Landscaping	Tree License
12-00025	Eagle Tree Service Inc	Tree License

The above licenses are recommended for approval:



License/Permit Clerk

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Final PUD application, including the Development and Use Agreement, submitted by the Joycelyn Company, LTD, 4001 Rice Street, for the mixed residential and office use, subject to the following conditions:

- 1) The PUD permits the mixed use of this property as Office and Residential. Uses within the building will consist of approximately 2,200 of office space and 2,960 for residential. The residential unit is limited to one-bedroom plus loft and shall have separate bath and kitchen facilities from the office use. The office space shall not be used for sleeping/bedroom purposes.
- 2) The Development and Use Agreement shall be executed prior to the issuance of a building permit for this project.
- 3) Said approval shall expire one-year after the City Council approval date.

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

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

Regular City Council Meeting
October 15, 2012

TO: Mayor, City Council and City Manager

FROM: Kathleen Nordine, City Planner

DATE: October 9, 2012

SUBJECT: File No. 2467-12-30, The Joycelyn Company, Ltd. – 4001 Rice Street, Planned Unit Development – Final Stage

REQUEST

The Joycelyn Company, Ltd., 4001 Rice Street, received approvals earlier this month to convert the existing office building on the property into a mixed-use structure with office and a residential living unit. The approvals included:

- 1) Rezoning: To change the zoning from OFC, Office to PUD, Planned Unit Development
- 2) Planned Unit Development – Development Stage: To establish a mixed use office and residential building on the property.

Final Plans have been prepared and the developer is seeking approval of the Final PUD, including the Development Agreement.

PROJECT DESCRIPTION

The property is triangular in shape with .75 acres, bounded by Hodgson Road on the west and Rice Street on the east. The applicant is proposing to convert approximately 2,960 square feet of office space on the first floor and second floor to a residential dwelling unit. This dwelling unit will have one bedroom, a bathroom and kitchen area. The second floor is a loft area. The interior will be remodeled by constructing a wall separating the two uses, adding an interior entry door and converting an existing bathroom into a residence bathroom and lounge area into a kitchen. An existing exterior sliding patio door will also be converted to an entry door. Parking for the unit will be provided in the existing parking lot.

FINAL PLANNED UNIT DEVELOPMENT

The plans have been reviewed in accordance with the Development Code and previous approvals. The plans are consistent with the previous development stage PUD approval. The applicant is required to enter into a Development and Use agreement with the City. This agreement outlines the terms and conditions of approval and addresses following issues raised during the development stage review.

- A) **Use.** The PUD permits the mixed use of this property as Office and Residential. Uses within the building will consist of approximately 2,200 of office space and 2,960 for residential. The residential unit is limited to one-bedroom plus loft and shall have separate bath and kitchen facilities from the office use. The office space shall not be used for sleeping/bedroom purposes.

Conversion of these uses to another use, such as changing the remaining office space to residential or the residential dwelling back into office space, is not permitted unless an amendment to the PUD is approved by the City Council.

- B) **Occupancy.** Occupancy of the residential dwelling is initially intended by the owner of the property. Occupancy of the residential dwelling by a person other than the owner is permitted provided a rental license is obtained and the property complies with the applicable regulations, including the Building and Fire Code. The developer shall notify the City a minimum of 15 days prior to a change in occupancy of the residential dwelling by a person other than the owner.
- C) **Accessory Structures.** No accessory structures are permitted on the property. An attached garage may be allowed in the future with an amendment to the PUD, which is to be reviewed by the Planning Commission and City Council.
- D) **Property Maintenance.** The property shall be maintained in accordance with Section 211, Property Maintenance, of the Municipal Code. Outside storage is not permitted

RECOMMENDATION

The submitted application for the Final PUD and plans have been reviewed and found to comply with the previous approvals for the mixed use office and residential building. Staff recommends the City Council approve the Final PUD and authorize execution of the Development and Use Agreement, subject to the attached conditions:

- 1) The PUD permits the mixed use of this property as Office and Residential. Uses within the building will consist of approximately 2,200 of office space and 2,960 for residential. The residential unit is limited to one-bedroom plus loft and shall have separate bath and kitchen facilities from the office use. The office space shall not be used for sleeping/bedroom purposes.
- 2) The Development and Use Agreement shall be executed prior to the issuance of a building permit for this project.
- 3) Said approval shall expire one-year after the City Council approval date.

Attachments

- 1. Aerial
- 2. Submitted plans
- 3. Motion

T:/2012pcf/2459-12-22joycelyn/ccmemo

**PLANNED UNIT DEVELOPMENT
DEVELOPMENT AND USE AGREEMENT
THE JOYCELYN COMPANY, LTD
4001 RICE STREET N**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and The Joycelyn Company, LTD, their successors and assigns (hereinafter the "Developer").

(II) On October 15, 2012 the City gave approval to develop certain property located at **4001 Rice Street North** within the City and legally described as follows (hereinafter the "Subject Property"):

*Subj To St Part Nely Of Th 49 And Sly Of A L Beg On E L Of And 388 29/100 Ft S Of Ne
Cor Of Sec 25 T 30 R 23 Th S 69 Deg 12 Min W 357 93/100 Ft To Cl Of Sd Hwy Of Ne
1/4 Of Sd Sec 25 Tn 30 Rn 23*

(III) Pursuant to City Ordinances, the Developer is required:

A) To make certain improvements to the property legally described and addressed above.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

A) **Applicability.** This agreement is applicable to the property legally described and addressed above.

B) **Improvements.** All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications submitted for the Final Stage – Planned Unit Development. The approved plans permit the conversion of the existing office building into a mixed use office and residential structure. All requirements attached to said project by the City's Council on October 15, 2012, as conditions of approval, are to be satisfied whether or not identified in this document.

C) **Underlying Zoning District.** The underlying zoning district for this property is OFC, Office.

D) **Use.** The PUD permits the mixed use of this property as Office and Residential. Uses within the building will consist of approximately 2,200 of office space and 2,960 for residential. The residential unit is limited to one-bedroom plus loft and shall have

bath and kitchen facilities separate from the office use. The office space shall not be used for sleeping/bedroom purposes. Conversion of the uses as specified in this document to another use, such as conversion of the remaining office space to residential or the residential dwelling back into office space, is not permitted unless an amendment to the PUD is approved by the City Council.

- E) **Other Permits.** The applicant is subject to the permitting requirements of other agencies for this development and shall demonstrate compliance before any City permits are issued for this site.
- F) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- G) **Special Development/Use Terms.** The project is subject to the conditions as approved by the City Council for the Development Stage Planned Unit Development on October 15, 2012, whether or not specified in this Agreement.
1. The PUD permits the mixed use of this property as Office and Residential. Uses within the building will consist of approximately 2,200 of office space and 2,960 for residential. The residential unit is limited to one-bedroom plus loft and shall have separate bath and kitchen facilities from the office use. The office space shall not be used for sleeping/bedroom purposes.
 2. Parking for the residential unit shall be identified on-site with signage. A minimum of two-stalls must be provided.
 3. The structure and uses must comply with the Building Code. A Building Permit is required prior to commencing any remodeling work.
 4. A rental license is required for the residential dwelling unit if it is occupied by a person other than the legal owner thereof, pursuant to a written or unwritten agreement, whether or not a fee is charged.
 5. The property owner shall enter a site development or use agreement with the City, clearly specifying the use of the property.
 6. Authorize the Building Official to issue proper building permits after Final Stage approval of the PUD and execution of the development agreement
- H) **Occupancy.** Occupancy of the residential dwelling is initially intended by the owner of the property. Occupancy of the residential dwelling by a person other than the owner is permitted provided:
1. A rental license is obtained from the City of Shoreview, in accordance with Section 714 of the Municipal Code.

2. The property and dwelling unit complies with the applicable City property maintenance and housing code requirements, in accordance with Section 211 of the Municipal Code.
 3. The structure, including the dwelling unit, complies with the applicable Building and Fire Code requirements.
- I) **Notification of Change in Occupancy.** The developer shall notify the City a minimum of 15 days prior to a change in occupancy of the residential dwelling to a person other than the owner. This change requires a rental license.
- J) **Accessory Structures.** No accessory structures are permitted on the property. An attached garage may be allowed in the future with an amendment to the PUD, which is to be reviewed by the Planning Commission and City Council. Any future garage addition shall be architecturally compatible with the existing structure, provide parking space for the residential unit.
- K) **Property Maintenance.** The property shall be maintained in accordance with Section 211, Property Maintenance, of the Municipal Code. Outside storage is not permitted.
- L) **Default** The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an "Event of Default" in the terms and conditions contained in this Agreement:
1. The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
 2. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.
- M) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:
1. City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
 2. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.

3. Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
4. Exercise any other remedies, which may be available to it, including an action for damages.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this October 15, 2012.

THE JOYCELYN COMPANY, LTD

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Title

Terry Schwerm, City Manager

T:/2012pcf/2467-12-30joycelyn/developmentanduseagreement



4001 Rice Street N



Legend

- County Offices
- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcels

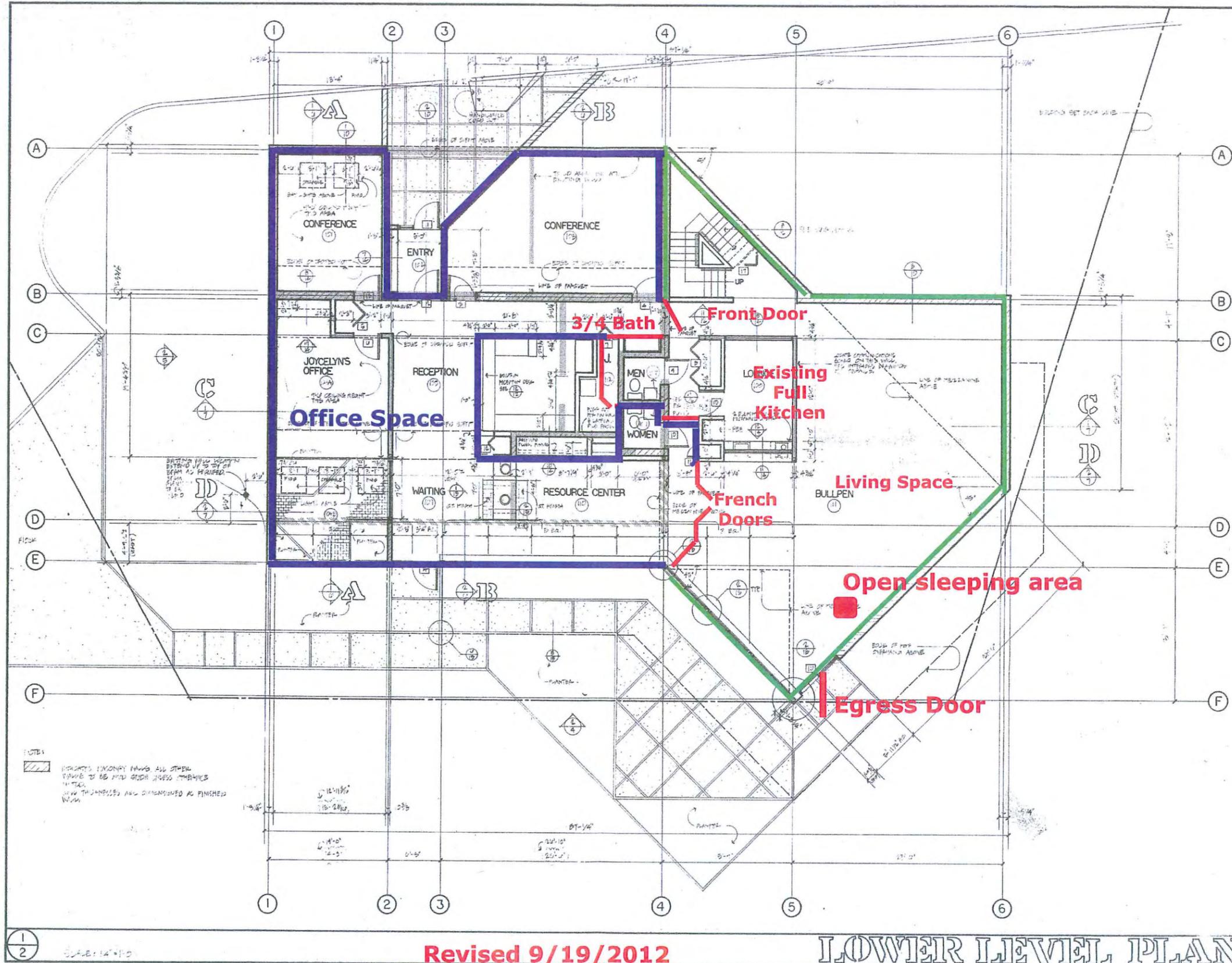
Notes

Rezoning, Planned Unit Development Request

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



NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division



NOTES
 Hatched indicates concrete masonry. All other hatching to be noted unless otherwise noted.
 All dimensions are dimensioned as finished work.

1/2

SCALE: 1/4" = 1'-0"

Revised 9/19/2012

LOWER LEVEL PLAN

CENTURY 21 COUNTRY VILLAGE REALTORS
 THE PEOPLE WHO MAKE THINGS HAPPEN
 ZUBOEL ARCHITECTS
 an office remodeling for century 21 country village realtors / 4001 rose street / shoreview minnesota / 55112
 zuboel architects, inc. / located / aia / ncarb / architecture / planning / interior design / design

2

zuboel architects, inc. / located / aia / ncarb / architecture / planning / interior design / design / west 20th street / minneapolis minnesota 55420 / 612 884 5311

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To extend the approvals for the Planned Unit Development, Development Stage and Preliminary Plat for Lakeview Terrace/Tycon Companies to redevelop the Midland Plaza retail center, 3588 Owasso Street, with an upscale market rate apartment complex. Said extension is for a one-year period and shall expire on October 20, 2013.

ROLL CALL: AYES _____ NAYS _____

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

Regular City Council Meeting
October 15, 2012

t:\2012pcf\2446-12-09\midland10-15-12ccmotion

TO: Mayor, City Council and City Manager
FROM: Kathleen Nordine, City Planner
DATE: October 9, 2012
SUBJECT: **Extension Request** – File No. 2446-12-09; Preliminary Plat and Planned Unit Development – Development Stage – Lakeview Terrace/Tycon Companies – 3588 Owasso Street (Midland Terrace)

INTRODUCTION

Lakeview Terrace/Tycon Companies received City Council approval of several applications for the redevelopment of the Midland Plaza retail center, 3588 Owasso Street, with an upscale market rate rental apartment building. Midland Plaza is located on the northeast corner of Victoria Street and Owasso Street. These approvals were granted on August 20, 2012 and included:

- 1) Comprehensive Plan Amendment changing the designated land use from C, Commercial to RH, High-Density Residential
- 2) Preliminary Plat – to plat the property for development
- 3) Rezoning – Rezoning the property from C1, Retail Service and R3, Multi-family residential to PUD, Planned Unit Development, Development Stage
- 4) PUD, Planned Unit Development, Development Stage – to develop the property with a 104 unit apartment building.

Approval of the Development Stage – PUD becomes void two months after the Council approval date if the applicant has not submitted the Final Stage PUD request, unless a written request for a time extension has been approved by the City Council. In accordance with the City Council approvals, the Final Plat must be submitted with the Final Stage PUD application.

EXTENSION REQUEST

Lakeview Terrace is requesting an extension of the Development Stage PUD and Preliminary Plat approvals for a one-year period. The applicant indicated that there has been some difficulty in working with the mortgage holder of the Midland Terrace Apartment Complex to release a small portion of the development site from the mortgage. While it does appear that this matter will be resolved in the near future, an extension is needed. The Final PUD and Final Plat applications will be submitted when this issue is resolved. The applicant is preparing to commence construction of the building in the Fall of 2013.

RECOMMENDATION

The submitted request has been reviewed by Staff. In Staff's opinion, the applicant have made a good faith attempt to commence construction of the project, however, the project has been delayed due to the unexpected delay in releasing a portion of the development site from the Midland Terrace mortgage. Their commitment to the project remains. Staff recommends the City Council approve a one-year extension request for the Lakeview Terrace planned unit development and preliminary plat.

Attachments

- 1) Motion
- 2) Email from Max Segler, Tycon Companies
- 3) Location Map
- 4) Site Plan



Kathleen Nordine <knordine@shoreviewmn.gov>

Lakeview Terrace

Max <max@tyconco.com>

Thu, Oct 4, 2012 at 10:23 AM

To: Kathleen Nordine <knordine@shoreviewmn.gov>

Cc: Noah Bly <NBly@urban-works.com>

Kathleen,

Please consider this our formal request for an extension of one year to submit our final PUD and final plat for our Lakeview Terrace apartment project.

As you know, we have had difficulty in obtaining a release of a small portion of the site from Freddie Mac, the lender for the overall Midland Terrace project. We have continued to work with the lender and expect a this to be resolved soon. However, at this point we are planning for a fall 2013 construction start and therefore request the one year extension. However, we expect to submit for final PUD and plat as soon as this land issue is resolved.

Thank you.

Max Segler

[Quoted text hidden]

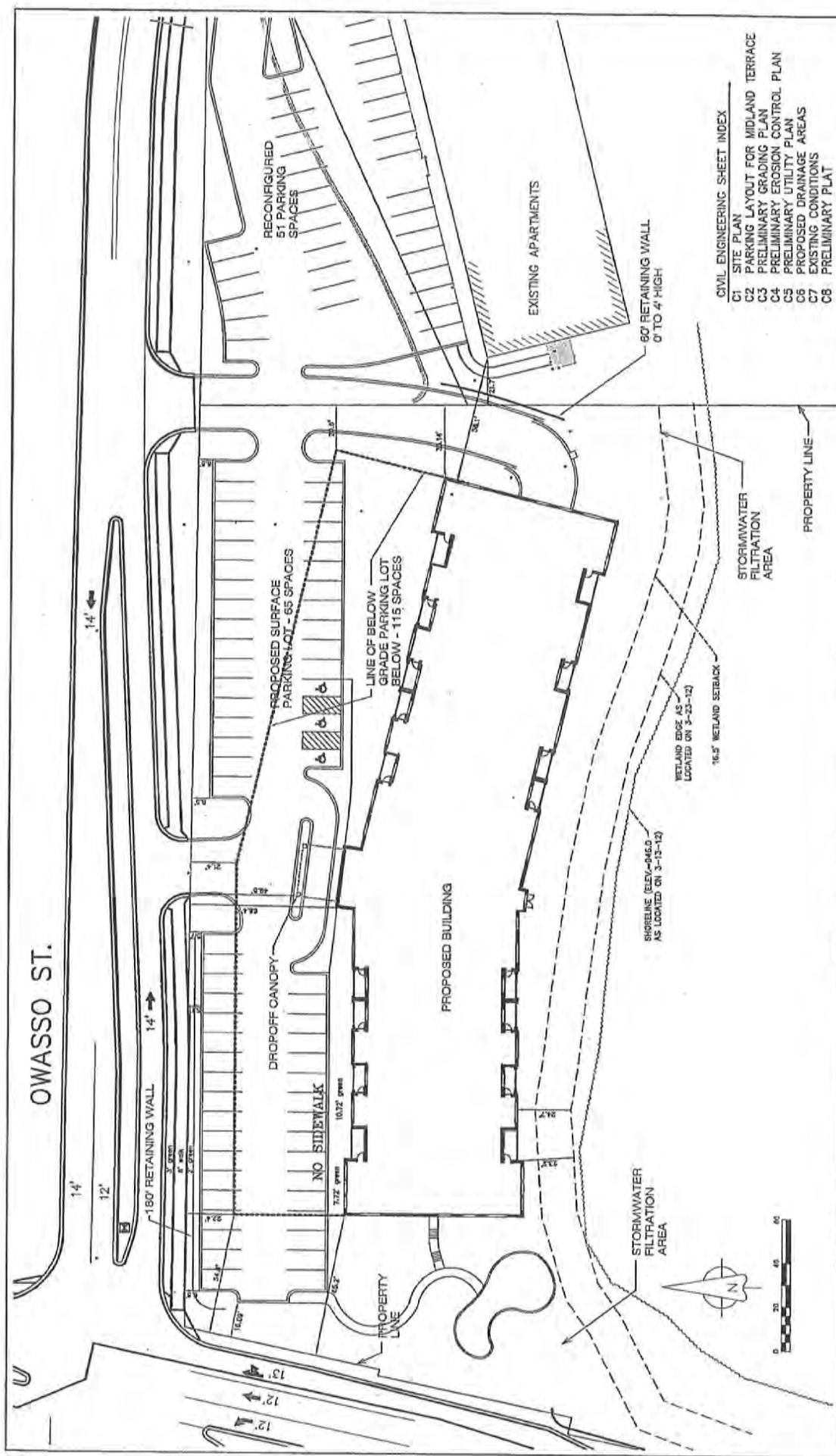
Midland Terrace Plaza Redevelopment

Lakeview Terrace/Tycon Companies



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 (January 31, 2012), The Lawrence Group (January 31, 2012 for County parcel and property records data; January 2012 for commercial and residential data; April 2009 for color aerial imagery);



- CIVIL ENGINEERING SHEET INDEX
- C1 SITE PLAN
 - C2 PARKING LAYOUT FOR MIDLAND TERRACE
 - C3 PRELIMINARY GRADING PLAN
 - C4 PRELIMINARY EROSION CONTROL PLAN
 - C5 PRELIMINARY UTILITY PLAN
 - C6 PROPOSED DRAINAGE AREAS
 - C7 EXISTING CONDITIONS
 - C8 PRELIMINARY PLAT

Engineering, Surveying & Planning JOHNSON & SCOTFIELD INC. 377, Ventura Street, Northridge, CA 91321 818-708-0000		SHEET C1 OF C8 SHEETS	
I hereby certify that this plan, showing the location of proposed structures, has been prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Minnesota.		SHEET C1 OF C8 SHEETS	
DESIGNED BY	DRAWN BY	CHECKED BY	DATE
DATE	DATE	DATE	DATE
LATEST REVISION: 07-22-2012 Prepared for: TYCON COMPANIES 282 UNIVERSITY AVE., S.E. MILLS, MN 55121 FILE NO.: 09-248-00019		CITY OF SHOREVIEW RAMSEY COUNTY, MINNESOTA 2013 CONSTRUCTION	
SITE PLAN OF LAKEVIEW TERRACE			

Proposed Motion

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To adopt Resolution No. 12-92, approving and authorizing the execution of a Tax Increment Financing Development Agreement in support of economic development assistance package for the TSI, Incorporated expansion project, with an additional \$100,000 to assist with costs relating to stormwater drainage improvements, subject to the terms and conditions of said agreement.

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

Council Meeting
October 15, 2012

Memorandum

To: Mayor and City Council Members
Cc: City Manager
From: Tom Simonson
Assistant City Manager and Community Development Director
Date: October 10, 2012
Re: TSI, Incorporated – 500 Cardigan Road
Request for Additional Tax Increment Financing for Storm Water Drainage
Improvements Relating to Building Expansion Project

Introduction

TSI, Incorporated is seeking additional tax increment financing in support of increased project costs relating to storm water drainage improvements as part of their planned building expansion.

Discussion

TSI, Incorporated, located at 500 Cardigan Road, recently received approval from the City for tax increment financing (TIF) assistance in support of their planned 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.

Attached is a letter from TSI outlining their request for the additional City financial contribution towards the building project. TSI indicates the modified design for the storm water drainage plan will cost \$150,000 to install, 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 or related capital investment.

TSI initially asked the City to consider waiving the building permit and SAC/WAC fees for the project. However, staff informed TSI that this action would present difficulties for the City as we rely on the building permit revenue to cover building inspection services through the General Fund and the SAC fees are passed on to the Metropolitan Council, meaning the City would have to cover those charges. Staff believes the best option if the City considers providing additional assistance would be the existing fund balance from TIF District No. 1.

The following is a summary of the overall project scope and previously approved project financing:

- TSI is planning a 57,200 square foot expansion to their facility at the south end of the current structure and 250-275 additional parking spaces. The footprint calls for two stories of 28,600 square feet, which will match their current building design.
- The majority of the expansion space will be for engineering and operations staff. TSI anticipates adding approximately 180 new jobs with a large percentage being high paying engineering positions: mechanical, electrical and software engineering.
- The estimated total project costs for the expansion and corresponding site improvements is \$7,090,000. The estimated Market Value for the completed project is \$12,500,000.
- TSI will receive a \$500,000 “pay-as-you-go” note payable from a new 9-year Economic Development TIF District. The interest rate is 5% for the note, and is payable each year only if sufficient taxes are generated and captured from the project.
- The City agreed to provide an additional \$400,000 in up-front financing from TIF District No. 1 – payable at time of project completion. (With approval of the additional assistance, the City would provide a total of \$500,000 in up-front financing pending project completion.)
- The approved total financing of \$900,000 is the present value equivalent of the tax increment that would have been generated from a Renewal and Renovation District had the project qualified for the 15-year district.

Subsequent to the letter received from TSI requesting additional financial support from the City, staff had further discussions with TSI officials and reached an agreement for the City to provide a supplemental amount of \$100,000 in assistance in recognition of the additional costs associated with the storm water drainage improvements being undertaken with the building expansion project. The additional \$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 has been updated and revised to reflect the additional financing support (please see attached). The previously approved development agreement was not executed by the two parties, pending consideration of the additional funding request.

Recommendation

At their meeting on October 8th, the Economic Development Authority voted 4 to 0 in support of the the request from TSI, Incorporated for additional tax increment assistance of \$100,000 to assist with storm water drainage improvements.

Staff is also recommending approval to the City Council and adoption of Resolution No. 12-92, which approves the tax increment support and rescinds the previous resolution that was adopted. The revised TIF Development Agreement would then be executed to allow TSI to commence with construction the week of October 15th.



TRUST. SCIENCE. INNOVATION.

TSI Incorporated

500 Cardigan Road, Shoreview, MN 55126 USA
tel 651 490 2811 toll free 800 874 2811 fax 651 765 3729 web www.tsi.com

27 September 2012

City of Shoreview, MN
4600 Victoria Street North
Shoreview, MN 55126

Attn: Tom Simonson, Assistant City Manager / Community Development
Director

Dear Tom:

As you are aware TSI has undertaken in response to comments and concerns of the Planning Commission to revise its storm water management processes in its development plan. A major part of that revision involved rerouting drainage from the new addition to the planned infiltration basin.

The plan approved by the Planning Commission on Monday included a substantial improvement to storm water management associated with the building expansion. The main concern, of course, is the largest storms, meaning 100 year storm (6.00" of rain in 24 hour). TSI initial storm water management plan, which met all city requirements, slightly reduced runoff.

Under the new plan substantially more water is stored reducing the runoff 25%, or 7.7 cfs. This plan includes a 40% increase in the retention capacity of the infiltration basin, and modifications to the southeast pond.

This additional capacity and benefit to the city and TSI's neighbors came with additional costs for construction, engineering and design, and related items over and above the original proposal. These additional charges will exceed \$150,000.

We are most appreciative of the efforts by the city to support TSI. We are asking for additional support now, however, in view of the changes. Earlier we had discussions concerning whether or not the city could waive building permit, SAC/WAC or other fees to assist us. We understand why you might not wish to take that route. Accordingly, we request consideration of an addition to the \$400,000 grant already approved under the existing tax increment district

City of Shoreview, MN
Attn: Tom Simonson
27 September 2012
Page 2

in the amount of \$150,000. In the alternative, we would seek an addition to TIF District 9 in said amount.

We look forward to your positive response to this request.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Floyd Grabiell".

Floyd Grabiell
Corporate Counsel
651 490 2774
fgrabiell@tsi.com

cc: Kirstin Barsness, Kirstin@barsness.org

**CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD OCTOBER 15, 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 October 15, 2012, 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.

CITY OF SHOREVIEW, MINNESOTA

RESOLUTION NO. 12-92

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT
WITH TSI INCORPORATED, AND THE EXECUTION OF A TAX INCREMENT REVENUE NOTE
IN CONNECTION THEREWITH**

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 approved the establishment of Tax Increment Financing District No. 9 (the "District"), an economic development tax increment financing district, pursuant to the Minnesota Tax Increment Financing Law, Minnesota Statutes, sections 469.174-469.1799 (the "Tax Increment Act"); and

WHEREAS, the City has received a proposal from TSI Incorporated (the "Developer") pursuant to which the Developer would develop certain real property in the City through the construction of an expansion of a manufacturing facility (the "Improvements"); and

WHEREAS, the Developer has also proposed that the City provide financial assistance to the Developer using tax increment revenues from the District and from the City's Tax Increment Financing District No. 1; and

WHEREAS, the City has determined that construction of the Improvements is in the best interests of the City and the state of Minnesota, will result in the development of property that currently is underutilized, will result in an increase in the tax base of the City and State and will result in increased employment opportunities in the City; and

WHEREAS, there has been presented to the City Council of the City a proposed Development Agreement (the "Contract") between the City and the Developer setting forth the terms of the City's provision of financial assistance to the Developer in connection with the construction of the Improvements.

NOW, THEREFORE, be it hereby resolved by the City Council of the City as follows:

Section 1. Execution of Contract and Issuance of the Note. The appropriate officers of the City are hereby authorized to execute the Contract in substantially the form presented to the City Council, subject to such changes as may be approved by the City Manager and the City's legal counsel, to execute the Note at the time stated in the Contract and to issue and deliver the Note described therein at the time provided in the Contract.

Section 2. Form of Note. The Note shall be substantially in the form contained in the Contract, with the blanks properly filled in.

Section 3. Terms, Execution and Delivery.

3.01. Dates; Interest Payment Dates. The Note shall be dated as of the date it is issued. Principal of and interest on the Note shall be payable to the owner of record thereof as of the close of business on the fifteenth day of the month preceding each Scheduled Payment Date, whether or not such day is a business day.

3.02. Registration. The City appoints the City Treasurer and Finance Director as Note Registrar. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at his/her principal office a Note register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers or exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date. The Note shall not be transferred to any person other than an affiliate or other related entity of the Developer, unless the City has been provided with an opinion of counsel, acceptable to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable state securities laws.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on the Note or separate instrument of transfer is valid and genuine and the requested transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the Note register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest on the Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon the Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange and reasonable legal fees and other costs incurred in connection therewith.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. Any Note so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.03. Preparation and Delivery. The Note shall be prepared under the direction of the City Manager of the City and shall be executed on behalf of the City by the manual signatures of its Mayor and the City Manager. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, the Note shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Note has been

duly executed by the manual signature of an authorized representative of the Registrar. The executed certificate of authentication on the Note shall be conclusive evidence it has been authenticated and delivered under this resolution. When the Note has been so executed and authenticated, it shall be delivered by the City Manager to the Developer.

Section 4. Pledge of Available Tax Increment. The City hereby pledges to the payment of the principal of and interest on the Note Available Tax Increment, as defined in the Contract.

Section 5. County Auditor Registration; Certification of Proceedings.

5.01 County Auditor Registration. The City Manager is hereby authorized and directed to file a certified copy of this Resolution with the County Auditor of Ramsey County, together with such other information as such County Auditor shall require, and to obtain from said County Auditor a certificate that the Note has been entered on his/her bond register.

5.02. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the purchaser of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Be it further resolved by the City Council of the City that approval of this resolution rescinds and replaces Resolution No. 12-83 previously adopted.

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 15th day of OCTOBER, 2012.

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached

and foregoing extract of minutes of a meeting of said City Council on the 15th day of
October, 2012, with the original thereof on file in my office and the same is full, true and
complete
transcript therefrom insofar as the same relates to the Execution of a Development Agreement
with TSI, Incorporated, and the Execution of a Tax Increment Revenue Note.

WITNESS MY HAND officially as such City Manager and the corporate seal of
the City of Shoreview, Minnesota this 16th day of October, 2012.

Terry C. Schwerm, City Manager

Execution Draft

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF SHOREVIEW

and

TSI INCORPORATED

Dated as of: October 15, 2012

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (962) 926-5337

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made on or as of the 15th day of October, 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 TSI Incorporated, a Minnesota corporation (hereinafter referred to as the "Developer"), having its principal office at 500 Cardigan Road, Shoreview, Minnesota 55126.

WITNESSETH:

WHEREAS, The City is a municipal corporation organized and existing pursuant to the Constitution and laws of the State of Minnesota and is governed by the Council of the City (the "Council"); and

WHEREAS, the City has established within the City its Municipal Development District No. 2 pursuant to Minnesota Statutes, Sections 469.124 - 469.134, providing for the development and redevelopment of certain areas located within the City (which development district is hereinafter referred to as the "Project"); and

WHEREAS, the City has further established its Tax Increment Financing District No. 9 within the Project pursuant to Minnesota Statutes, Sections 469.174-469.1799 (which tax increment financing district is hereinafter referred to as the "Tax Increment District"); and

WHEREAS, the Tax Increment District is an economic development tax increment financing district created pursuant to Minnesota Statutes, Sections 469.174, subd. 12, and 469.176, subd. 4(c); and

WHEREAS, the Developer is the owner of certain real property located within the Tax Increment District (which real property is hereinafter referred to as the "Property" and is more particularly described in Schedule A annexed hereto and made a part hereof); and

WHEREAS, the Developer has presented to the City a proposal under which the Developer would construct on the Property a 57,200 square foot expansion to its existing manufacturing facility; and

WHEREAS, the Developer has as part of its proposal requested that the City use tax increment generated from the Tax Increment District and certain other funds to provide certain financial assistance to aid in its development, without which assistance such development would not be feasible; and

WHEREAS, City believes that the development of the Property as proposed by the Developer is in the best interest of the City and its residents and in accord with the public

purposes and provisions of applicable federal, state and local laws under which the Project is being undertaken and assisted;

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:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 469.124-469.134, as amended.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Available Tax Increment" means with respect to each Scheduled Payment Date under the Note ninety percent (90%) of the Tax Increment received by the City in the six (6) month period preceding the Scheduled Payment Date.

"City" means the City of Shoreview, or its successors or assigns.

"Construction Plans" means the site plan, utility plan, grading and drainage plan, landscape plan, elevations drawings, materials list and related documents on the construction work to be performed by the Developer on the Property which have been submitted to and approved by the City Council of the City, together with any conditions imposed by the City Council in connection with its approval.

"County" means Ramsey County, Minnesota.

"Developer" means TSI Incorporated, a Minnesota corporation, its permitted successors and assigns.

"Event of Default" means an action by the Developer listed in Article IX of this Agreement.

"Improvements" means the improvements to be constructed by the Developer on the Property, consisting of a 57,200 square foot expansion to its existing manufacturing facility and related improvements in accordance with the approved Construction Plans.

"Note" means the Taxable Limited Revenue Tax Increment Note to be issued by the City pursuant to Section 3.3 of this Agreement, which Note shall be substantially in the form of the Note attached to this Agreement as Schedule B.

"Project" means the City's Municipal Development District No. 2.

"Project Area" means the real property located within the boundaries of the Project.

"Project Plan" means the plan and development program adopted in connection with creation of the Project.

"Property" means the real property described as such on the attached Schedule A.

"Reimbursable Costs" means the portion of the costs to be incurred by the Developer to be reimbursed by the City through a cash payment and through the issuance and payment of the Note as described in Article III of this Agreement, which costs are described on Schedule C to this Agreement.

"State" means the State of Minnesota.

"Tax Increment" means that portion of the real property taxes paid with respect to the Property and Improvements that is remitted to and actually received by the City as tax increment pursuant to the Tax Increment Act.

"Tax Increment Act" means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174-469.1799, as amended and as it may be further amended from time to time.

"Tax Increment District" means the Tax Increment Financing District No. 9 created by the City within the Project Area.

"Tax Increment Plan" means the tax increment financing plan adopted by the City in connection with its creation of the Tax Increment District, which plan together with the information and findings contained therein is hereby incorporated herein and made a part hereof by reference.

"Termination Date" means the earlier of: (a) the date that the Tax Increment District terminates; or (b) the date that the City's payment obligations under the Note have been satisfied or terminated pursuant to this Agreement and the Note.

"Unavoidable Delays" means delays which are the direct result of acts of God, unforeseen adverse weather conditions, strikes, other labor troubles, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit, and which directly results in delays.

ARTICLE II

Representations

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city under the laws of the State. Under the laws of the State, the City has the power to enter into this Agreement and to perform its obligations hereunder.

(b) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, state or federal environmental law, regulation or review procedure.

(c) There is not pending, nor to the best of the City's knowledge is there threatened, any suit, action or proceeding against the City before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the City to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(d) No member of the City Council or officer of the City, has either a direct or indirect financial interest in this Agreement, nor will any City Council member or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Section 469.009.

Section 2.2. Representations by the Developer. The Developer represents that:

(a) The Developer is a Minnesota corporation duly organized and authorized to transact business in the State, is not in violation of any provisions of its articles of incorporation or bylaws or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its directors.

(b) The Developer will construct the Improvements in accordance with the terms of this Agreement and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations), except for variances necessary to construct the Improvements contemplated in the Construction Plans approved by the City.

(c) The Improvements will be constructed at a cost of between \$7,000,000 and \$8,000,000.

(d) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any applicable environmental law or regulation. The Developer is aware of no facts the existence of which would cause it to be in violation of any applicable local, state or federal environmental law, regulation or review procedure. In the event that it is necessary to take any action to obtain any necessary permits or approvals with respect to the Property under any applicable local, state or federal environmental law or regulation, the Developer will be responsible for taking such action.

(e) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) The Developer would not construct the Improvements without the City's provision of the financial assistance contemplated by this Agreement.

ARTICLE III

Development Proposal; Issuance of Note

Section 3.1. Development Proposal. The Developer owns the Property. The Developer has proposed to undertake site work on the Property to prepare the Property for the construction of the Improvements and to construct the Improvements. The Developer has demonstrated to the City that site improvements and infrastructure costs on the Property render development of the Improvements infeasible without financial assistance. Therefore, the City has agreed to offset a portion of the cost of construction of the Improvements and related improvements through a cash payment and by using a portion of the Tax Increment generated from the Improvements on a pay as you go basis through the issuance and payment of the Note.

Section 3.2. Reimbursable Costs. (a) The City agrees that it will reimburse the Developer for its payment of certain costs of developing the Improvements. Such costs are referred to herein as the "Reimbursable Costs" and are described on the attached Schedule C. The City will make a cash payment in the amount of \$500,000 to the Developer as partial reimbursement for the Reimbursable Costs. The City's reimbursement of the Developer for the remainder of the Reimbursable Costs shall be accomplished through the City's issuance and payment of the Note. The maximum principal amount of the Reimbursable Costs to be reimbursed by the City through the issuance of the Note shall be \$500,000.

(b) The Developer shall be solely responsible for initial payment of the Reimbursable Costs and all construction work related thereto. The City's sole obligation in such regard shall be to make the above described cash payment and to issue the Note at the time stated in this Agreement and to pay the Note in accordance with its terms. The City agrees that it will make the cash payment and will issue the Note at such time as the Developer provides to the City invoices and certifications in such form as the City may reasonably require, demonstrating that the Improvements have been completed, that the Developer has paid the Reimbursable Costs, and that the Reimbursable Costs equal or exceed \$1,000,000, or if the Reimbursable Costs are less than \$1,000,000, then the amount of the Reimbursable Costs that have been incurred. If the Reimbursable Costs are less than \$1,000,000 then the amount by which the Reimbursable Costs are less than \$1,000,000 shall be subtracted from \$500,000, and the result shall be the principal amount of the Note.

Section 3.3. Cash Payment and Issuance of Note. The City's reimbursement of the Developer for the Reimbursable Costs shall be through the making of the above-described cash payment and through the issuance of the Note which shall occur at the time stated in Section 3.2 of this Agreement. The Note shall be substantially in the form of the Note attached to this Agreement as Schedule B, with all blanks properly filled in. The Note shall be dated as of the date of its issuance and shall be payable together with simple non-compounding interest at the rate of five percent (5.00%) per year from the date of the issuance of the Note until the Note is paid in full or terminated.

Section 3.4. Conditions Precedent to Making of Cash Payment and Issuance of Note. Notwithstanding anything to the contrary contained herein, the City's obligation to make the \$500,000 cash payment and to issue the Note shall be subject to satisfaction, or waiver in writing by the City, of all of the following conditions precedent:

- (a) the Developer shall not be in default under the terms of this Agreement;
- (b) the Developer shall have provided to the City the certifications, invoices and evidence specified in Section 3.2; and
- (c) the Developer shall have completed construction of the Improvements.

Section 3.5. City Costs. The Developer has paid to the City \$7,500 to be used by the City to pay the costs of creating the Tax increment district and the negotiation and preparation of this Agreement and related documents.

ARTICLE IV

Construction of Improvements

Section 4.1. Construction of Improvements. The Developer agrees that it will construct the Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the Termination Date will operate the Improvements as a manufacturing facility and will maintain, preserve and keep the Improvements or cause the Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition, reasonable wear and tear excepted.

Section 4.2. Construction Plans. (a) Previously, the Developer submitted and the City approved Construction Plans for the Improvements. Said approval constitutes a conclusive determination that the Construction Plans (and the Improvements, if constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

(b) If the Developer desires to make any material change or changes in any Construction Plans after their approval by the City, the Developer shall submit the proposed change or changes to the City for its approval. If the Construction Plans, as modified by the proposed change or changes, are acceptable to the City, the City shall approve the proposed change or changes and notify the Developer in writing of its approval. Any requested change or changes in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within ten (10) days after receipt of the notice of such change or changes.

(c) Nothing in this Agreement shall be deemed to excuse the Developer from complying with the City's normal zoning and construction permitting process as it relates to the development of the Improvements.

Section 4.3. Commencement and Completion of Construction. (a) Subject to Unavoidable Delays, the Developer shall cause its contractor to commence construction of the Improvements by October 31, 2012, and shall cause its contractor to complete the construction of the Improvements by June 1, 2013. All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City as well as any changes to the Construction Plans approved by the City in accordance with Section 4.2(b) of this Article IV.

(b) Until construction of the Improvements has been completed the Developer shall cause its contractor to make construction progress reports, at such times as may reasonably be requested by the City, but not more than once a month, as to the actual progress of the Developer with respect to such construction.

ARTICLE V

Insurance

Section 5.1. Insurance.

(a) The Developer will provide and maintain or cause to be provided and maintained at all times during the process of constructing the Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Improvements at the date of completion, and with coverage available in nonreporting form on the so called "all risk" form of policy.

(ii) General liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, Broadening Endorsement including contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Worker's compensation insurance, with statutory coverage and employer's liability protection.

The policies of insurance required pursuant to clause (ii) above shall be in form and content satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State, the liability insurer to be rated A or better in Best's Insurance Guide, and shall name the City as an additional insured.

(b) Upon completion of construction of the Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, all risk vandalism and malicious mischief, boiler explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Improvements.

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), and automobile insurance, including owned, non-owned and hired automobiles, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.

(iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for worker's compensation.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The policies of insurance required in (a)(ii) and (b)(ii) above shall name the City as an additional named insured.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Improvements or any portion thereof resulting from fire or other casualty. In the event of any such damage, the Developer will forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction and restoration of the Improvements, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any proceeds remaining after completion of such repairs, construction and restoration shall be remitted to the Developer.

(e) If the Developer defaults with respect to its obligations to repair, reconstruct or restore the Improvements as required in subsection (d) above, the City, as a result thereof, shall be entitled to suspend and ultimately terminate its payment obligations under the Note, subject to Section 9.2 of this Agreement.

(f) The City agrees that any interest on its part by virtue of this Agreement in the application or receipt of any proceeds of insurance under the policies required by subsections (a)(i) or (b)(i) above shall be subordinate to the interest of the Developer's lender of financing for the construction of the Improvements.

ARTICLE VI

Taxes; Tax Increment

Section 6.1. Real Property Taxes. The Developer shall pay all real property taxes payable with respect to the Property and Improvements in a timely manner and prior to imposition of penalty.

Section 6.2. Tax Increment. Subject to the limitations contained in the Note, the City hereby pledges to the payment of the Note the Available Tax Increment generated from the Property and completed Improvements. The Developer acknowledges that the City has made no warranties or representations to the Developer as to the amounts of Tax Increment that will be generated or that the Available Tax Increment will be sufficient to pay the Note in whole or in part. All estimates of Available Tax Increment prepared by or on behalf of the City were prepared for the City's use only and were not intended to be relied upon by the Developer. Nor is the City warranting that it will have throughout the term of this Agreement and the Note the continuing legal ability under State law to apply Available Tax Increment to the payment of the Note, which continued legal ability is a condition precedent to the City's obligations under the Note. Tax Increment received by the City in any year in amounts in excess of Available Tax Increment shall be the City's property and the City shall be free to use such excess Tax Increment for any purpose for which such Tax Increment may be used under the Tax Increment Act.

ARTICLE VII

Financing

Section 7.1. Financing. (a) On or before September 17, 2012, the Developer shall provide to the City evidence of a commitment for financing sufficient for construction of the Improvements. If the City finds that the financing is sufficiently committed, adequate in amount to provide for the construction of the Improvements, and subject only to such conditions as the City approves, then the City shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within fourteen (14) days from the date when the City is provided the evidence of financing. If the City rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event, the Developer shall submit adequate evidence of financing within thirty (30) days after such rejection.

(b) The City agrees that if requested it will enter into an agreement with the Developer's lender of financing for the acquisition and construction of the Improvements allowing such lender, its successors and assigns, to cure defaults by the Developer under this Agreement and to continue to receive payments under the Note so long as there is compliance with all provisions of this Agreement. In addition, the City will consider other reasonable requests for subordination of its rights under this Agreement to the lender's lien.

ARTICLE VIII

Prohibitions Against Assignment and Transfer, Indemnification

Section 8.1. Prohibition Against Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date the Developer has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property or any part thereof or any interest herein or therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which such approval shall not be unreasonably withheld, conditioned or delayed. No such assignment or transfer shall relieve the Developer of any of its obligations under this Agreement.

Notwithstanding anything to the contrary in this Agreement, however, the consent of the City shall not be required for any of the following:

- (i) the sale, lease or other transfer of all or any portion of the Property or this Agreement to any entity controlling, controlled by or under common control with the Owner; and
- (ii) granting of a mortgage or other security interest in the Improvements or the Property as provided in Article VII hereof.

Section 8.2. Release and Indemnification Covenants.

(a) Except for the negligence or misconduct of the City and the governing body members, officers, agents, servants and employees thereof, the Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, 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.

(c) Except for the negligence or misconduct of the City and the governing body members, officers, agents, servants and employees thereof, the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property or Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The term "Event of Default" shall mean, whenever it is used in this Agreement (unless the context otherwise provides), any failure by Developer to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed hereunder.

Section 9.2. City's Remedies on Default. Whenever any Event of Default by Developer referred to in Section 9.1 of this Agreement occurs, the City may immediately suspend its performance under this Agreement and the Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement and may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, provided, however, that if such Event of Default is by its nature incapable of cure within thirty (30) days if the Developer provides to the City evidence, reasonably acceptable to the City, that the Event of Default will be cured and will be cured as soon as reasonably possible, then the Developer shall have such additional time as is reasonably necessary to cure such Event of Default but only so long as the Developer is diligently pursuing such cure:

(a) Terminate this Agreement and/or the Note; and/or

(b) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement. Any action for specific performance must be commenced within six (6) months after the expiration of the cure period provided by this section 9.2.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the

other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Costs of Enforcement. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall be liable for the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Term. The term of this Agreement shall be effective from the day and year first above written until the earlier of (a) the date this Agreement is terminated, (b) payment in full of the Note, or (c) date of termination of the Tax Increment District.

Section 10.2. Representatives Not Individually Liable. (a) No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach or for any amount which may become due to Developer or its successor or on any obligations under the terms of the Agreement.

(b) No member, official, or employee of the Developer shall be personally liable to the City, or any successor in interest, in the event of any default or breach by the Developer or for any amount which may become due to the City or its successor by the Developer on account of any obligations under the terms of the Agreement.

Section 10.3. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer, and such successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in this Agreement.

The Property is located within an economic development tax increment financing district as defined in section 469.174, subd. 12, of the Tax Increment Act. The Developer agrees to restrict the use of the Development Property and Improvements so as to comply with the restrictions on use that must be satisfied in the Tax Increment Act to allow the Tax Increment District to continue to comply with the Tax Increment Act. Specifically, and without limiting the foregoing, the Developer agrees that it will comply with the use restrictions contained in Section 469.176, subd. 4c, of the Tax Increment Act. In the event that there occurs a failure on the part of the Developer to comply with the restrictions contained in the Tax Increment Act that results in liability on the part of the City for repayment of Tax Increment, or results in the imposition of penalties or other liability, the Developer shall be liable to the City in the amount of such repayments or penalties. The obligations of the Developer under this section shall survive the Termination Date.

Section 10.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.5. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to

the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 500 Cardigan Road, Shoreview, Minnesota 55126; and

(b) in the case of the City, is addressed to or delivered personally to the City at City Hall, 4600 North Victoria Street, Shoreview, MN 55126.

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.6. Disclaimer of Relationships. Nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture among the City, the Developer, and/or any third party.

Section 10.7. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City.

Section 10.8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.9. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof.

Section 10.10. Business Subsidy Agreement. Prior to and as a condition to the City making any reimbursement of the Reimbursable Costs the City and the Developer shall enter into the Business Subsidy Agreement in the form attached hereto as Schedule D to satisfy the requirements of Minnesota Statutes, Sections 116J.993 to 116J.995.

Section 10.11 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of Ramsey County. However, either party may, at its option, cause a Memorandum of Agreement to be so recorded or filed.

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

CITY OF SHOREVIEW

By _____

By _____

TSI INCORPORATED

By _____

Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ and _____, the Mayor and City Manager 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 Thomas E. Kennedy the President of TSI Incorporated, a Minnesota corporation, on behalf of the corporation.

Notary Public

SCHEDULE A

Description of Property

Kroiss Industrial Park, Block 1, Lot 19

Kroiss Industrial Park, Block 1, Lot 4

SCHEDULE B
UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW
TAXABLE LIMITED REVENUE TAX INCREMENT NOTE
(TSI PROJECT)

The City of Shoreview, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the order of TSI Incorporated, a Minnesota corporation, or its permitted assigns (the "Owner"), solely from the source, to the extent and in the manner hereinafter provided, the principal amount of this Note, being Five Hundred Thousand Dollars (\$500,000.00) (the "Principal Amount"), together with interest as hereinafter described, on July 31 and December 31 of each year commencing on July 31, 201__, and continuing to and including December 31, 20__ (the "Scheduled Payment Dates"). This Note is the Note defined in that certain Development Agreement dated as of _____, 2012, between the City and the Owner (the "Contract"). Interest at the rate of five percent (5.00%) per annum (the "Rate") shall accrue from the date of issuance of this Note until the earlier of the date that this Note is paid in full or the termination of the City's Tax Increment Financing District No. 9 (the "District"). Interest shall be computed on the basis of a 360-day year of twelve (12) 30-day months.

Each payment on this Note is payable in any coin or currency of the United States of America which on the date of such payment is legal tender for public and private debts and shall be made by check or draft made payable to the Owner and mailed to the Owner at its postal address within the United States which shall be designated from time to time by the Owner.

The Note is a special and limited obligation and not a general obligation of the City, which has been issued by the City pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 469.178, subdivision 4, to aid in financing a "project", as therein defined, of the City consisting generally of defraying certain capital and administrative costs incurred and to be incurred by the City within and for the benefit of its Municipal Development District No. 2 (the "Project").

THIS NOTE IS SPECIAL AND LIMITED AND NOT A GENERAL OBLIGATION OF THE CITY PAYABLE SOLELY OUT OF AVAILABLE TAX INCREMENT, AS DEFINED BELOW, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE ON THIS NOTE, NOR SHALL THIS NOTE BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN AVAILABLE TAX INCREMENT.

The Scheduled Payment of this Note due on any Scheduled Payment Date is payable solely from and only to the extent that the City shall have received in the six (6) month period preceding such Scheduled Payment Date "Available Tax Increment". For purposes of this Note, Available Tax Increment with respect to any Scheduled Payment Date shall have the meaning set forth in the Contract. Available Tax Increment constitutes a portion of the tax increment

generated in the calendar year of the Scheduled Payment Date with respect to that certain real property described on the attached Exhibit A (hereinafter referred to as the "Property").

The City shall pay on each Scheduled Payment Date to the Owner the Available Tax Increment received by the City in the six (6) month period preceding such Scheduled Payment Date. To the extent that on the earlier of December 31, 20__ (after making the Scheduled Payment to be made on such date), or the date that the City's Tax Increment Financing District Number 9 terminates, the City has not paid the entire Principal Amount and interest due under this Note, this Note shall nonetheless terminate and the City shall have no further obligations hereunder. All payments made by the City under this Note shall be first applied to accrued interest and then to the Principal Amount.

The City's obligations herein are subject to the terms and conditions of the Contract. Subject to Section 9.2 of the Contract, the City's payment obligations hereunder shall be suspended until an Event of Default arising under the Contract has been cured and/or this Note may be terminated under certain circumstances by the City upon the occurrence of an Event of Default as provided in Sections 9.1 and 9.2 of the Contract, which Contract is incorporated herein and made a part hereof by reference. Upon such termination, the City's obligations to make further payments hereunder shall be discharged. Such termination may be accomplished by the City's giving of written notice to the then registered owner of this Note, as shown on the books of the City.

This Note shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself to pay hereon from any funds except Available Tax Increment, and then only to the extent and in the manner herein specified. The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any director, commissioner, council member, board member, officer, employee or agent of the City, nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration hereof or otherwise.

This Note shall not be transferable or assignable, in whole or in part, by the Owner without the prior written consent of the City. This Note is issued pursuant to Resolution _____ of the City and is entitled to the benefits thereof, which resolution is incorporated herein by reference; provided, however, that such consent shall not be unreasonably withheld, conditioned or delayed if:

- (a) the assignee or transferee delivers to the City a written instrument acknowledging the limited nature of the City's payment obligations under the Note; and
- (b) the assignee or transferee executes and delivers to the City a certificate, in form and substance satisfactory to the City, pursuant to which, among other things, such assignee or transferee represents:
 - (i) that the Note is being acquired for investment for such assignee's or transferee's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof;

- (ii) that the assignee or transferee has no present intention of selling, granting any participation in, or otherwise distributing the same;
- (iii) that the assignee or transferee is an “accredited investor” within the meaning of Rule 501 of the Regulation D under the Securities Act of 1933, as amended;
- (iv) that the assignee or transferee, either alone or with such assignee’s or transferee’s representatives, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of the prospective investment in the Note and the assignee or transferee is able to bear the economic consequences thereof;
- (v) that in making its decision to acquire the Note, the assignee or transferee has relied upon independent investigations made by the assignee or transferee and, to the extent believed by such assignee or transferee to be appropriate, the assignee’s or transferee’s representatives, including its own professional, tax and other advisors, and has not relied upon any representation or warranty from the City, or any of its officers, employees, agents, affiliates or representatives, with respect to the value of the Note;
- (vi) that the City has not made any warranty, acknowledgment or covenant, in writing or otherwise, to the assignee or transferee regarding the tax consequences, if any, of the acquisition and investment in the Note;
- (vii) that the assignee or transferee or its representatives have been given a full opportunity to examine all documents and to ask questions of, and to receive answers from, the City and its representatives concerning the terms of the Note and such other information as the assignee or transferee desires in order to evaluate the acquisition of and investment in the Note, and all such questions have been answered to the full satisfaction of the assignee or transferee;
- (viii) that the assignee or transferee has evaluated the merits and risks of investment in the Note and has determined that the Note is a suitable investment for the assignee or transferee in light of such party’s overall financial condition and prospects;
- (ix) that the Note will be characterized as “restricted securities” under the federal securities laws because the Note is being acquired in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended, except in certain limited circumstances; and
- (x) that no market for the Note exists and no market for the Note is intended to be developed.

(c) Notwithstanding Sections (a) and (b) above, the Owner may assign and pledge the Note to secure any loan financing the costs of the Project and may transfer the Note to any entity controlling, controlled by or under common control with the Owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Shoreview, by its City Council, has caused this Note to be executed by the manual signatures of the _____ and the _____ of the City and has caused this Note to be dated _____, 201__.

EXHIBIT A TO NOTE

Description of Property

Kroiss Industrial Park, Block 1, Lot 19

Kroiss Industrial Park, Block 1, Lot 4

SCHEDULE C

Reimbursable Costs

The following costs to be incurred by the Developer shall constitute the Reimbursable Costs:

Storm Water Management System
Site Improvements

SCHEDULE D

BUSINESS SUBSIDY AGREEMENT

By and Between

CITY OF SHOREVIEW

and

TSI INCORPORATED

Dated: _____, 2012

This document was drafted by:

BRADLEY & DEIKE, P. A.
4018 West 65th Street, Suite 100
Edina, MN 55435
Telephone: (952) 926-5337

BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT, made on or as of the _____ day of _____, 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, MN 55126, and TSI Incorporated, a Minnesota corporation (hereinafter referred to as the "Developer"), having its principal office at 500 Cardigan Road, Shoreview, Minnesota 55126.

WITNESSETH:

WHEREAS, the Developer and the City have entered into a Development Agreement dated as of _____, 2012, (the "Contract") pursuant to which the Developer has agreed to construct certain improvements on real property within the City; and

WHEREAS, in order to induce the Developer to undertake such development, the City has agreed in the Contract to provide certain financial assistance to the Developer; and

WHEREAS, Minnesota Statutes, sections 116J.993 to 116J.995, provides that a government agency that provides financial assistance for certain purposes must enter into a business subsidy agreement setting forth goals to be met and the financial obligations of the recipient of the assistance if the goals are not met; and

WHEREAS, the City and the Developer agreed in the Contract that they would enter into this Business Subsidy Agreement to satisfy the requirement of Minnesota Statutes, sections 116J.993 to 116J.995.

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:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Act" means Minnesota Statutes, Sections 116J.993-.995.

"Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"City" means the City of Shoreview, Minnesota.

"Benefit Date" means the date that the Developer first occupies any part of the Improvements.

"Contract" means the Development Agreement between the City and the Developer dated as of _____, 2012.

"Developer" means TSI Incorporated, a Minnesota corporation, or its successors and assigns, or any future owners of the Property.

"Improvements" means the construction activities to be undertaken by the Developer pursuant to the Contract.

"Property" means the real property described as such in the Contract.

"State" means the State of Minnesota.

"Subsidy" means \$900,000, or so much thereof as has been paid to the Developer pursuant to the Contract.

ARTICLE II

Job and Wage Goals; Required Provisions

Section 2.1. Employment and Wage Requirements. The Developer shall meet or cause to be met within two (2) years of the Benefit Date the wage and job goals set forth on the attached Exhibit A. Notwithstanding the foregoing, Developer shall have the right to extend such time period by up to one (1) year if the City approves such a request, after public hearing, pursuant to Section 116J.994, subdivision 6 of the Act.

Section 2.2. Reports. The Developer agrees that it will provide to the City and any other authorized agency all reports required by the Act. Such reports shall be submitted at the times required by the Act. Specifically, the Developer must submit to the City a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2013 and continuing until the later of (i) the date the goals stated Section 2.1 are met; (ii) 30 days after expiration of the five-year period described in Section 2.3; or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.2. The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000.

Section 2.3. Continuing Obligation. The Developer agrees that it will continuously operate or cause to be continuously operated the Improvements for the purposes described in the Contract for a period of at least five (5) years from the Benefit Date.

Section 2.4. Required Provisions. The following provisions are required by the Act:

(a) By providing the Subsidy to the Developer the City is seeking to accomplish the public purposes of encouraging the development of property that is currently underutilized, expanding the tax base of the City and State, and creating new job opportunities within the City at competitive wages.

(b) The City has determined that the Subsidy is necessary because of the substantial site preparation costs that must be incurred by the Developer in order to construct the Improvements

(c) The Developer's parent corporation is JJF Group, Inc.

(d) The following is a list of all financial assistance from all other state or local government agencies: none.

(e) The Subsidy is being provided using tax increment from the City's Tax Increment Financing District No. 9, an economic development tax increment district.

Section 2.5. Relocation from the City. Pursuant to Section 116J.994, subdivision 3(e) of the Act, Developer may be authorized to move or otherwise relocate its operations from the City if the Subsidy is used within five (5) years after the Benefit Date, and the City approves such a request, after public hearing.

ARTICLE III

Default

Section 3.1. Defaults Defined. It shall be a default under this Agreement if the Developer fails to comply with any term or provision of this Agreement, and fails to cure such failure within thirty (30) days written notice to the Developer of the default, but only if the default has not been cured within said thirty (30) days.

Section 3.2. Remedies on Default. The parties agree that the Subsidy is a forgivable loan, repayable only if the Developer fails to fulfill its obligations under sections 2.1 and 2.3 of this Agreement. Upon the occurrence of a failure to create jobs as required by Section 2.1 or a failure to continue operations as required by Section 2.3 the Developer shall repay to the City upon written demand from the City a "pro rata share" of the Subsidy and interest on the Subsidy at the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the bureau of economic analysis of the United States Department of Commerce for the 12 month period ending March 31 of the year prior to the year

in which the payment from the Redeveloper is due accrued from the Benefit Date. The term “pro rata share” means percentages calculated as follows:

(a) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(b) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(c) if the failure relates to a failure to continue operations of the Improvements in accordance with Section 2.3, sixty (60) less the number of months of operation (where any month in which the Improvements are in operation for at least fifteen (15) days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Developer ceases operation as reasonably determined by the City, divided by 60; and

(d) if more than one of clauses (a) through (c) apply, the sum of the applicable percentages, not to exceed 100%.

Section 3.3. Costs of Enforcement. Whenever any default occurs under this Agreement and the City shall employ attorneys or incur other expenses for the collection of payments due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer shall be liable to the City for the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE IV

Miscellaneous

Section 4.1. Provisions of Agreement Not Affected. This Agreement is not intended to modify or limit in any way the terms of the Contract.

Section 4.2. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 4.3. Modifications. This Agreement may be modified solely through written amendments hereto executed by the Developer and the City

Section 4.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 4.5. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or

through its agent or attorney prepared the same, it being agreed that the agents and attorneys of both parties have participated in the preparation hereof. The City and Developer agree that this Agreement is intended to satisfy the requirements of the Act, which is incorporated herein and made a part hereof by reference. In the event that any provision of this Agreement conflicts with the terms of the Act, the terms of the Act shall govern.

EXHIBIT A

Wage and Job Goals

No later than two (2) years after the Benefit Date, the Developer will create at least forty (40) new, full time or full time equivalent positions. 20 of the positions will be paid a wage of at least \$13 per hour, plus benefits, 10 of the positions will be paid a wage of at least \$45,000 per year, plus benefits, and 10 of the positions will be paid a wage of at least \$60,000 per year, plus benefits.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 12-91 reducing the following escrows:

Erosion Control and Development Cash Deposits for the following properties in the amounts listed:

3351 Emmert St	Benjamin & Helen Liu	\$ 500.00
583 Elaine Ave	Paragon Pools/Darren Olson	\$ 1,000.00
206 Owaso Lane E	Paul Tragia	\$ 1,000.00
232 Oak Hill Dr	New Dimensions Luxury Ren.	\$ 1,000.00
Hamline Ave Fiber Install	ARVIG Enterprises	\$ 500.00

ROLL CALL: AYES _____ NAYS _____

HUFFMAN _____

QUIGLEY _____

WICKSTROM _____

WITHHART _____

MARTIN _____

REGULAR COUNCIL MEETING
OCTOBER 15, 2012

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN

DATE: OCTOBER 10, 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.

3351 Emmert St	Erosion control completed
583 Elaine Ave	Erosion control completed
206 Owaso Lane E	Erosion control completed
232 Oak Hill Dr	Erosion control completed
Hamline Ave Fiber Install	Installation as-built 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:

3351 Emmert St	Benjamin & Helen Liu	\$ 500.00
583 Elaine Ave	Paragon Pools/Darren Olson	\$ 1,000.00
206 Owaso Lane E	Paul Tragia	\$ 1,000.00
232 Oak Hill Dr	New Dimensions Luxury Ren.	\$ 1,000.00
Hamline Ave Fiber Install	ARVIG Enterprises	\$ 500.00

PROPOSED

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

HELD OCTOBER 15, 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 October 15, 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. 12-91

**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:

3351 Emmert St	Benjamin & Helen Liu	\$ 500.00
583 Elaine Ave	Paragon Pools/Darren Olson	\$ 1,000.00
206 Owaso Lane E	Paul Tragia	\$ 1,000.00
232 Oak Hill Dr	New Dimensions Luxury Ren.	\$ 1,000.00
Hamline Ave Fiber Install	ARVIG Enterprises	\$ 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 15th day of October, 2012.

PUBLIC HEARING AGENDA FOR 5277 HODGSON ROAD

Purpose: CONDITIONAL USE PERMIT APPLICATION
 REVIEW

Published Date: SEPTEMBER 12, 2012

Affidavit of Publication: SEPTEMBER 12, 2012

Affidavit of Mailing: OCTOBER 3, 2012

Review of Affidavits of Mailing and
Publication by City Attorney: _____

Open Public Hearing - Time: _____

Hearing Discussion:

MOTION TO CLOSE PUBLIC HEARING BY
 COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

ROLL CALL: AYE _____ NAY _____

HUFFMAN _____ _____

QUIGLEY _____ _____

WICKSTROM _____ _____

WITHHART _____ _____

MARTIN _____ _____

REGULAR COUNCIL MEETING
OCTOBER 15, 2012

**PROPOSED MOTION
TO APPROVE A CONDITIONAL USE PERMIT FOR 5277
HODGSON ROAD**

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Resolution 12-90 approving the Conditional Use Permit, Accessory Structures for Bradley and Elena Oren, 5277 Hodgson Road. The Conditional Use Permit authorizes 1891 square feet of total floor area in accessory structures on the 3.9 acre property.

1. The project must be completed in accordance with the plans submitted with the applications. The attached garage shall not exceed 1,293 square feet in size, and the total floor area of all accessory structures shall not exceed 1,891 square feet. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the City Council.
2. This approval will expire after one year if a building permit has not been issued and work commenced.
3. The project is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and a building permit shall not be issued by the City prior to issuance of the RCWD permit.
4. The two sheds along the north side lot line shall be removed prior to the issuance of a Certificate of Occupancy by the City.
5. The existing 422 square foot detached garage shall be moved or rebuilt in a conforming location about 475 - 500 feet from the front lot line and at least 10-feet from the north side lot line. A Detached Accessory Structure Permit – Riparian Lot is required prior to issuance of a building permit by the City.
6. The existing asphalt drive serving the detached garage shall be removed and the area restored.
7. Prior to issuance of a building permit, the applicant shall submit a revised survey showing existing trees and identifying the trees that will be removed and the trees that will be retained. For each Landmark Tree removed, three replacement trees shall be planted.

Retained trees shall be protected with protective fencing and a wood chip berm.

8. The accessory structures on the property shall be used for personal use only and no commercial use/commercial related storage is permitted.

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. The proposal complies with the standards for a Conditional Use Permit for detached accessory structures on this lot larger than one acre.

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

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

Regular City Council Meeting
October 15, 2012

TO: Mayor, City Council, City Manager
FROM: Rob Warwick, Senior Planner
DATE: October 11, 2012
SUBJECT: File No. 2460-12-23, Conditional Use Permit – Oren, 5277 Hodgson Road

INTRODUCTION

Imperial Homes, on behalf of Bradley and Elena Oren, 5277 Hodgson Road, has submitted an application for a conditional use permit to exceed the maximum square footage for accessory structures on a residential property.

The applicants are proposing to tear down the existing home on the property and construct a new home with an attached garage. Currently, there are four detached accessory structures on this property. Two of these structures (storage sheds) will be removed and two will be retained (a detached garage and a boathouse). With the retention of these two accessory structures and the proposed attached accessory structure, the total area permitted for accessory structures will be exceeded, therefore, a Conditional Use Permit is required.

This proposal also required a variance that was considered by the Planning Commission at their September 25th meeting. The Planning Commission approved a variance request to reduce the required 680-foot front setback to 641 foot for the new house and attached garage. The required front setback is calculated based on the setbacks of the houses on the adjacent properties and is a minimum of 680-feet.

PROJECT DESCRIPTION

The property is located on Hodgson Road, on the east shore of Turtle Lake. A bluff rises from the lakeshore up to the building area on this lot. The property is located in the RE-40, Residential Estate Zoning District as are the adjacent properties. To the east of Hodgson lies the City of North Oaks. This is a large parcel, with an area of 3.97 acres and a width of 200 feet. The property is currently developed with a 1 ½ story dwelling, and four detached accessory structures: a 268 square foot shed, a second shed of 253 square foot shed, a 422 square foot detached garage and a 176 square foot shed/boathouse at the toe of the bluff. The property is open with wooded areas on the bluff and around the lot perimeter, while the interior portion of the lot is open with scattered trees.

The property owners propose to remove the existing house and the two sheds located along the north side lot line, then construct a two-story house with a 1,293square foot attached four-car garage, and move the existing detached garage to a new location further from the home located on the adjacent lot to the north. The proposed house is designed as two-stories with a full basement. The living space foundation area is 2,399 square feet.

The proposed attached garage has the overhead doors oriented towards the southeast and is designed to with dormers on the second story, articulated roof forms, and trimmed windows. This attached garage (27' x 47') has an area of 1,293square feet and the combined floor area of all three accessory structures is 1,891 square feet.

DEVELOPMENT CODE

The proposed project is located in the RE, Residential Estate District, and the Shoreland District.

On lots less than one acre, the City's Development Code has established standards for accessory structures that regulate the floor area and number permitted, the location on property, and the height and design of the structures. The maximum area permitted for attached garage (attached accessory structure) is 1,000 square feet or 80% of the dwelling unit foundation area, whichever is less. When there is, or when there is proposed an attached two-car or larger garage, two detached accessory structures are also permitted, provided the total floor area of the two structures is less than 288 square feet. The combined area of all attached and detached accessory structures is limited to 90% of the dwelling unit foundation area or 1,200 square feet, whichever is less.

On lots larger than one acre, the Development Code specifies that the maximum areas that apply on smaller parcels may be exceeded with a Conditional Use Permit (CUP). The Code does not specify any maximums for large lots, but provides review criteria that are included in Attachment A. The exterior design of the accessory structure must be compatible with the dwelling and be similar in appearance from an aesthetic, building material and architectural standpoint. The proposed design, scale, height and other aspects related to the accessory structure are evaluated to determine the impact on the surrounding area. Building permits may be issued upon the finding that the appearance of the structure is compatible with the structures and properties in the surrounding area and does not detract from the area. The intent of these regulations and the City's Comprehensive Plan's policies is to ensure that the residential character of the property and neighborhood is maintained and that dwelling unit remains the primary feature and use of the property.

When the City reviews a CUP application for accessory structures on lots larger than one acre, staff compares the request to the standards that apply for lots less than one acre and so the project can be evaluated in terms of the spirit and intent of the Development Code.

APPLICANT'S STATEMENT

The applicant identifies that the owner plans to use the attached garage and two retained accessory structures for residential purposes only. The scale of the house and accessory structures work well on this large lot. The existing detached garage will be moved to a location 475- to 500-feet from the front lot line and at least 10-feet from the north side lot line. This will address concerns about the visibility from the lake and the impact on the

house to the north at 5291 Hodgson Road. The existing asphalt driveway serving this detached garage will be removed, reducing the impervious area on the property.

STAFF REVIEW

Staff has reviewed the application and is able to make the findings needed for the conditional use permit.

The accessory structure regulations were revised in 2006 and stricter standards were created to ensure the compatibility of these structures with surrounding residential uses. Staff believes the proposed attached and detached accessory structures represent a reasonable use of this large 3.9 acre parcel, in keeping with the spirit and intent of the Development Code, and that granting the conditional use permit will not negatively impact the neighborhood.

Staff believes the design of the garage and integration into the main structure will not impact nearby properties. The attached garage is setback 48 feet from the north side property line, well in excess of the 5-foot minimum requirement. While the garage exceeds the maximum area permitted on smaller lots, it is not a dominant feature proposed here due to the proposed size and design of the home. The garage design uses dormers, windows and other architectural design features to complement the house. The northern exterior garage wall has been designed with windows, a doorway, varying roofline and accents to visually break up the expanse of this wall. There will be unfinished living space above the garage.

Staff believes retaining two of the existing detached accessory buildings is reasonable due to the size of the parcel and proposed house. The detached two-car garage will be moved nearer the center of the lot, still near the north side lot line, in order to reduce the visual impact of that accessory structure on the neighbors to the north. The two-story house will be the dominant feature on the parcel. The 1891sf total floor area of all accessory structures is 79% of the living area foundation of the house, below the 90% maximum specified in Code for parcels less than 1 acre.

REQUEST FOR COMMENT

Two notices were mailed to property owners within 350 feet. The first notice advised residents that the Planning Commission would consider the applicant's requests for the conditional use permit and variances for the proposed home at their August 25th meeting. A defect in this notice regarding the address was identified and corrected in a second letter notifying residents that the City Council will hold the public hearing and consider the Conditional Use Permit application at the October 15th meeting. Several comments were submitted in response to the first notice, and none have been received in response to the second.

One comment expressed no concerns with the project. A second comment notes concern regarding the detached garage and the driveway serving that garage, based on adverse

light and runoff pollution possible from these features. The neighbor immediately to the north commented that he supports the request since the owner agreed to relocate the detached garage. Please note that in response to these comments, the applicant has agreed to relocate the detached garage to a location 475 to 500 feet from the front lot line. As shown on the survey, the existing asphalt drive area serving the existing house and the detached garage will be removed.

Other agencies were contacted and provided comments regarding the overall development plan. Submitted comments are attached.

PLANNING COMMISSION

At their September 25, 2012 meeting, the Planning Commission reviewed the proposed plans and the requirements for a detached structure CUP. The Commission unanimously (7-0) adopted Resolution 12-86, approving a variance to reduce the front setback from 680 feet to 641 feet, and recommended the City Council approve the Conditional Use Permit after a brief discussion of the applications. The Commissioners commented that the house is well designed for the lot, and that natural vegetation screens the property from view off of Hodgson Road. The Commission also noted that the applicant has responded to the request of their neighbor to the north in a very positive manner by agreeing to relocate the detached garage.

The Commission opened the Public Hearing on the Conditional Use Permit. No testimony was given. Commissioner Schumer called attention to the neighborhood notice for the Public Hearing, noting the address for the subject property was incorrect. The City Attorney advised the Commissioners to continue the Public Hearing to the October 15th City Council meeting due to that typographical defect in the notice, and the Commission adhered to that advice.

The applicant called attention to the comment submitted tonight by Steve Fisher, 5291 Hodgson Road. Mr. Fisher was unable to attend the meeting, but supports the project since that applicant addressed his concern regarding the detached garage which is located just south of his screen porch. The applicant will move the detached garage where it will not be intrusive.

RECOMMENDATION

Staff has reviewed the application, and determined that the proposed Conditional Use Permit request meets the requirements of the Development Ordinance. Staff recommends the City Council hold the Public Hearing and adopt Resolution 12-90 approving the conditional use permit, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted with the applications. The attached garage shall not exceed 1,293 square feet in size, and the total floor area of all accessory structures shall not exceed 1,891 square feet.

Any significant changes to these plans, as determined by the City Planner, will require review and approval by the City Council.

2. This approval will expire after one year if a building permit has not been issued and work commenced.
3. The project is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and a building permit shall not be issued by the City prior to issuance of the RCWD permit.
4. The two sheds along the north side lot line shall be removed prior to the issuance of a Certificate of Occupancy by the City.
5. The existing 422 square foot detached garage shall be moved or rebuilt in a conforming location about 475 - 500 feet from the front lot line and at least 10-feet from the north side lot line. A Detached Accessory Structure Permit – Riparian Lot is required prior to issuance of a building permit by the City.
6. The existing asphalt drive serving the detached garage shall be removed and the area restored.
7. Prior to issuance of a building permit, the applicant shall submit a revised survey showing existing trees and identifying the trees that will be removed and the trees that will be retained. For each Landmark Tree removed, three replacement trees shall be planted. Retained trees shall be protected with protective fencing and a wood chip berm.
8. The accessory structures on the property shall be used for personal use only and no commercial use/commercial related storage is permitted.

Attachments:

1. Location Map
2. Applicant's Statement and Submitted Plans
3. Comments received
4. Attachment A – Conditional Use Permit, Standards for Detached Accessory Structures
5. Resolution 12-90
6. Motion

ATTACHMENT A

- (1) The accessory structure shall be located in the rear yard of the property except as otherwise permitted by this ordinance. A Detached Accessory Structure Permit, Riparian Lot is required for locating an accessory structure in the front yard of a lake lot.
- (2) The accessory structure shall be setback a minimum of 10 feet from the side property line and 10 feet from the rear property line; however, the City may require greater setbacks to mitigate impacts on adjoining properties.
- (3) For parcels 1 acre or larger in size, the lot shall have a minimum area of 1 acre above the ordinary high water line of a lake, ponding area or wetland on the property.
- (4) The accessory structure shall be screened from view of adjacent properties and public streets through the use of landscaping, berming, fencing or a combination thereof.
- (5) The structure shall comply with the standards of Section 205.082(D)(5) of this ordinance.

Conditional Use Permit Criteria

Certain land uses are designated as a conditional use because they may not be suitable in a particular zoning district unless conditions are attached. In those circumstances, conditions may be imposed to protect the health, safety and welfare and to insure harmony with the Comprehensive Plan.

In addition to the standards identified above, the City Council must find that the use complies with the following criteria.

- (1) The use is in harmony with the general purposes and intent of the Development Ordinance.
- (2) The use is in harmony with the policies of the Comprehensive Guide Plan.
- (3) Certain conditions as detailed in the Development Ordinance exist.
- (4) The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD OCTOBER 15, 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 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. 12-90
CONDITIONAL USE PERMIT**

WHEREAS, Bradley and Elena Oren, have applied for a conditional use permit to construct a 1293 square foot attached garage, on their property legally described as:

The North 130 feet of Lot 1, BIRCH LANE, Ramsey County, Minnesota, and the South 70 feet of Government Lot 6, Section 11, Township 30, Range 23, subject to easements and restrictions of record, if any.

(This property is commonly known as 5277 Hodgson Road North, Shoreview, Minnesota.)

WHEREAS, the property is zoned, RE, Residential Estate, and;

WHEREAS, in the RE zoning district, on parcels more than one acre in size, an attached accessory structure exceeding 1,000 square feet, and the total floor area of all accessory structures exceeding 1,200 square feet is permitted on the property upon Conditional Use Permit approval; and

WHEREAS, the applicants requested a conditional use permit to construct an attached 4-car garage with 1293 square feet, while retaining an existing 176 square foot water oriented accessory structure and relocating a 422 square foot detached two-car garage; and

WHEREAS, the total floor area of all accessory structures on the property will be 1,891 square feet upon completion of the construction of the new attached garage; and

WHEREAS, the attached garage and two retained structures will comply with the height, setback and design requirements for detached accessory structures; and

WHEREAS, the Planning Commission opened a public hearing September 28, 2012, that was continued by the City Council on October 15, 2012, on the proposal and found that the proposed use was consistent with the Comprehensive Plan and that the proposed use would not have a detrimental effect on the character and development of the neighborhood; and

WHEREAS, the City Council is authorized by state law and the City of Shoreview Development Code to make final decisions on conditional use permit requests.

NOW, THEREFORE, BE IT RESOLVED BY THE SHOREVIEW CITY COUNCIL, that the above-described conditional use permit be approved on the basis of the following findings of fact:

1. The use is in harmony with the general purposes and intent of the Development Ordinance.
2. The use is in harmony with the policies of the Comprehensive Plan.
3. The use and structures comply with certain conditions as detailed in the Development Ordinance.
4. The structure and/or land use conform to the Land Use Chapter of the Comprehensive Plan and are compatible with the existing neighborhood.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE SHOREVIEW CITY COUNCIL that a Conditional Use Permit allowing 1,891 square feet of total accessory floor area is hereby approved, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted with the applications. The attached garage shall not exceed 1,293 square feet in size, and the total floor area of all accessory structures shall not exceed is 1,891 square feet. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the City Council.
2. This approval will expire after one year if a building permit has not been issued and work commenced.

3. The project is subject to the permitting requirements of the Rice Creek Watershed District (RCWD), and a building permit shall not be issued by the City prior to issuance of the RCWD permit.
4. The two sheds along the north side lot line shall be removed prior to the issuance of a Certificate of Occupancy by the City.
5. The existing 422 square foot detached garage shall be moved or rebuilt in a conforming location about 475 - 500 feet from the front lot line and at least 10-feet from the north side lot line. A Detached Accessory Structure Permit – Riparian Lot is required prior to issuance of a building permit by the City.
6. The existing asphalt drive serving the detached garage shall be removed and the area restored.
7. Prior to issuance of a building permit, the applicant shall submit a revised survey showing existing trees and identifying the trees that will be removed and the trees that will be retained. For each Landmark Tree removed, three replacement trees shall be planted. Retained trees shall be protected with protective fencing and a wood chip berm.
8. The accessory structures on the property shall be used for personal use only and no commercial use/commercial related storage is permitted.

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

And the following voted against the same:

Adopted this 15th day of October, 2012

Sandra C. Martin, Mayor
Shoreview City Council

ATTEST:

Terry Schwerm, City Manager

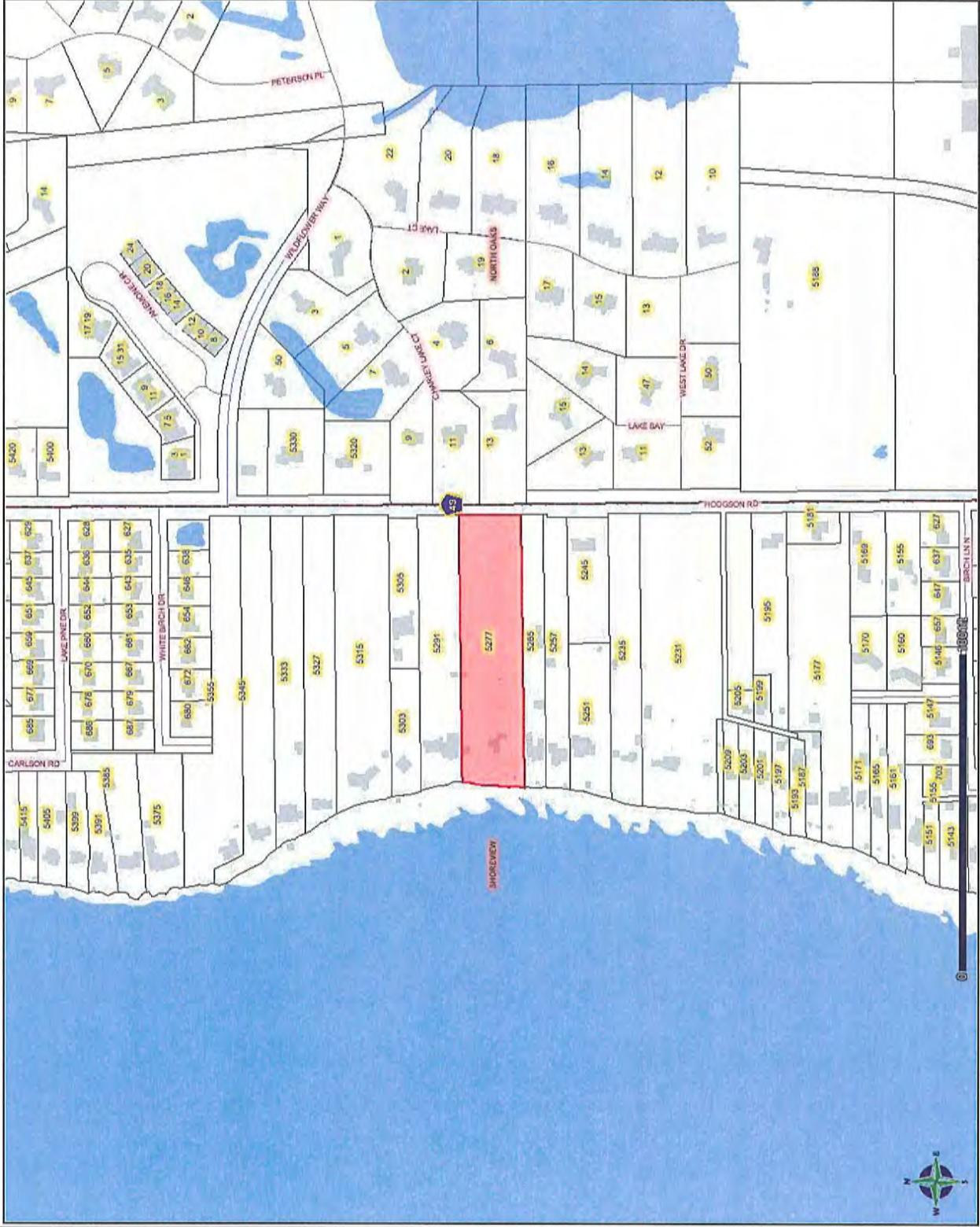
ACCEPTANCE OF CONDITIONS:

Bradley Oren, 5277 Hodgson Road

Elena Oren, 5277 Hodgson Road

5277 HODGSON ROAD

- Selected Features**
- Municipalities
 - Road Centerlines (County)
 - County Road
 - Interstate Hwy
 - State Hwy
 - Roads
 - Water
 - Structures
 - Parcel Polygons
 - Highway Shields
 - Street Name Labels



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 (September 4, 2012), The Lawrence Group (September 4, 2012 for County parcel and property records data; September 2012 for commercial and residential data; April 2009 for color aerial



September 14, 2012

City of Shoreview

Conditional use permit for the intended use of the structure at 5277 Hodgson Road, Shoreview, MN

The plan use is for accessory residential purposes only, which is in harmony with the policies and development ordinance. This parcel, approximately 200' wide and 800' deep complies with all other performance standards.

The owner will remove two of the existing shed structures on the north property line to conform with the number of out buildings allowed per the ordinance.

Although the home and garage are good size, the lot is 172,740 sq. ft. or 3.97 acres; therefore the size and scale of the house and garage fit well on the lot, with set backs of 641 feet from Hodgson Road, and 33' and 48' from the side yards. The home and garage are designed to work together with dormers and windows in the garage to flow architecturally.

Thank you for your consideration.

Sincerely,

Richard H. Riemersma, Vice President
Imperial Homes, Inc.





Robert Warwick <rwarwick@shoreviewmn.gov>

Oren Garage

Rich Riemersma <rriemersma@royaloaksrealty.com>
To: Robert Warwick <rwarwick@shoreviewmn.gov>

Wed, Oct 10, 2012 at 11:32 AM

Hi Rob,

I met with Brad this morning and we talked about moving it forward of the closest shed coming down. So if you're looking at the survey you could show it 10' off the property line and about where the 777' dimension is.

Let me know if that makes sense.

If not feel free to call me. 651-248-1511.

Thanks Rich-

From: Robert Warwick [mailto:rwarwick@shoreviewmn.gov]
Sent: Tuesday, October 09, 2012 9:14 AM
To: Rriemersma@royaloaksrealty.com
Subject: Oren Garage

[Quoted text hidden]

SKETCH PLAN of PROPOSED HOME

~for~ Imperial Homes

EXISTING LEGAL DESCRIPTION

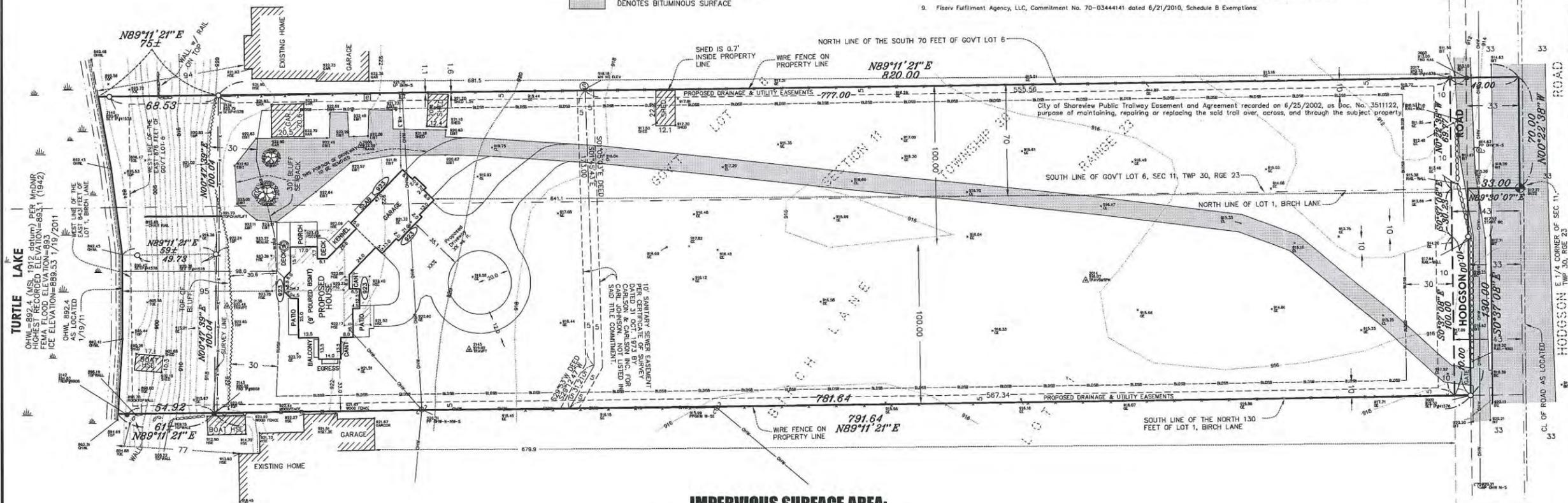
The North 130 feet of Lot 1, BIRCH LANE, Ramsey County, Minnesota, and the South 70 feet of Government Lot 6, Section 11, Township 30, Range 23, subject to easements and restrictions of record, if any.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON PIPE SET, MARKED RLS# 41578
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES SANITARY SEWER MANHOLE
- DENOTES POWER POLE
- DENOTES EXISTING SPOT ELEVATION
- DENOTES LIGHT POLE
- DENOTES ELECTRIC OUTLET
- DENOTES WELL
- DENOTES WET LAND/LAKE
- DENOTES WIRE FENCE
- DENOTES WOOD FENCE
- DENOTES RETAINING WALL
- DENOTES EXISTING 2' CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES OVERHEAD WIRE
- DENOTES PROPOSED BUILDING SETBACK LINE
- DENOTES TOP OF BLUFF LINE
- DENOTES PROPOSED EASEMENT LINES
- DENOTES BITUMINOUS SURFACE

GENERAL NOTES

- Fee ownership is vested in Janice Evelyn Johnson, Trustees or their successors in trust, of the Janice Evelyn Johnson Trust and in Carl Arthur Johnson, Trustees or their successors in trust, of the Carl Arthur Johnson Trust Parcel ID Number: 11-30-23-41-0001.
- Address of the surveyed premises: 5277 Hodgson Road, Shoreview, MN, 55126
- Bearings shown hereon are based on Ramsey County Datum.
- Surveyed premises shown on this survey map is in Flood Zone AE (Base flood elevation determined) and X (area outside 2% annual chance flood), according to Flood Insurance Rate Map Community Panel No. 27123C0010G by the Federal Emergency Management Agency, effective date June 04, 2010.
- The City of Shoreview has indicated that the surveyed premises shown on this survey is currently zoned RE-10 (Residential Estate) under the applicable zoning regulations, and that the current setbacks are:
 Building: Front = 30 feet
 Side = 10 feet dwelling; 5 feet accessory structure
 Rear = 30 feet from bluff line
 Maximum Lot Coverage impervious area = 20%
 For additional information contact the Planning and Zoning Department of the City of Shoreview at (651) 490-4600.
- Benchmark: Ramsey County BM. Very faint red paint mark on the right corner at the upstream end of the right abutment on outlet structure in the NW corner of Lake. Accessed through private property at 5424 Lexington Parkway. As per 5/8/02 survey, subtract 0.56' from MSL datum to equate to NGVD datum. This survey is an MSL 1912 datum. Elevation = 893.65 feet (MSL 1912).
- Utilities shown hereon are observed. Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Opener State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
- The field survey of this site was completed on January 19th, 2011. Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.
- Fiserv Fulfillment Agency, LLC, Commitment No. 70-03444141 dated 6/21/2010, Schedule B Exemptions:



IMPERVIOUS SURFACE AREA:

Total lot area to Ordinary High Water Level (excluding right of way) = 168,422 S.F.

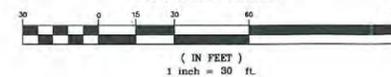
Proposed house (includes decks, kennel, cantilevers, balconies, porch, egress well and patios) = 5,248 S.F.
 Proposed driveway = 13,141 S.F.
 Existing detached garage = 421 S.F.
 Existing boothhouse = 175 S.F.

Total impervious surface area upon project completion = 18,985 S.F. (11.3%)

PROPERTY NOTES

Boundary area of the surveyed premises: 172,740± sq. ft. (3.97± acres)

GRAPHIC SCALE



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

Daniel W. Obermiller
 DANIEL W. OBERMILLER

Date: 9/20/12 License No. 25341

E. G. RUD & SONS, INC.
 EST. 1971 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701

NO.	DATE	DESCRIPTION	BY
1	8/23/12	enlarge & move house	dwo
2	8/28/12	move house south 17'	dwo
3	8/31/12	add adj. hse street setbacks	dwo
3	9/20/12	add impervious surface calcs.	bab

NORTH

12306HS



Robert Warwick <rwarwick@shoreviewmn.gov>

Permit for 5722 Hodgson Road

2 messages

Suzanne Luke <sluke@umphysicians.umn.edu>
To: rwarwick@shoreviewmn.gov

Wed, Sep 19, 2012 at 12:30 PM

Hi Rob,

I think this will be a beautiful house. It certainly is big. As a neighbor I only have one concern. With all the variances and the extra large attached garage, I think the 422 sq ft garage should be eliminated or moved away from the lake frontage. That garage and current driveway is very close to the lake, and creates a lot of light pollution and possible run off into the lake. I think the garage and old turn around driveway should be removed or moved back away from the lake.

I did not see any doors on the lake side. Will they be terracing the hill down to the lake for a walkout?

When the house north of it was built, we lost power several times, which means we also do not have water, as we use a well. That forced us to seek outside meals and shelter/warmth. I hope they will be considerate when those things happen, or at least provide a contact for emergencies.

Thanks for your consideration,
Suzann Luke
5257 Hodgson Road

* CONFIDENTIALITY NOTICE *

DO NOT READ THIS EMAIL IF YOU ARE NOT THE INTENDED RECIPIENT.

The information in this email may contain confidential and/or privileged material. If you are not the intended recipient, your review, forwarding, copying, distribution, or any other use or disclosure of any information in this email is prohibited. If you received this email in error, please destroy and delete this message from any computer and contact us immediately by return email.

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 13, 2012

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, September 25 at 7:00 p.m.**, the Shoreview Planning Commission will review Variance and Conditional Use Permit applications for **5722 Hodgson Road**, submitted by **Imperial Homes, on behalf of Brad and Elena Oren**. The project consists of demolishing the existing house and two sheds (both located on the north side lot line), and constructing a new two-story house and 1,292 square foot attached garage on the property. The variance requests a reduced front setback of 641 feet, less than the 680.7 foot minimum required setback. The required setback is based on the front setbacks of the houses on the adjacent properties. The Conditional Use Permit is requested to allow the floor area of the attached garage to exceed the 1,000 square feet maximum and for the total floor area of all accessory buildings to exceed the 1,200 square foot maximum. The proposed 3-car attached garage will be 1292.5 sq. ft.. In addition two existing detached accessory structures that will be retained: a 176 sq. ft. boathouse, and a 422 sq. ft. detached garage. The total floor area of the three accessory structures is 1891 sq. ft., exceeding the maximum 1,200 square feet permitted. On lots larger than one acre, the floor area of accessory structures may be increased with approval of a Conditional Use Permit. Please see the attached plans.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Comments received by **Thursday, September 20th** will be distributed to the Planning Commission with the Planning Commission agenda packet. Comments received after that date but before the meeting will be distributed to the Commission that night. You are also welcome to attend the meeting. The meeting is held in the City Council Chambers at Shoreview City Hall, 4600 North Victoria Street.

If you would like more information or have any questions, please call me at 651-490-4681 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at rwarwick@shoreviewmn.gov.

Sincerely,

Rob Warwick
Senior Planner

Comments:

THIS LOOKS LIKE A GREAT SOURCE
OF TAX REVENUE! GO FOR IT!

T:/2012 pcf/2460-12-23imperialoren 5277 hodgson

Name: DAVID S. ELLIS
Address: 9 CHARLEY LK CT
NORTH OAKS, MN 55127



Robert Warwick <rwarwick@shoreviewmn.gov>

Variance and Conditional Use Permit for 5722 Hodgson Road, Shoreview, MN

1 message

Harry Whately <whately@aol.com>

Mon, Sep 17, 2012 at 9:45 AM

To: rwarwick@shoreviewmn.gov

We have no problem with this variance and conditional use permit.

Harry and Linda Whately
13 Lake Bay
North Oaks, MN 55127

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



Shoreview

Submitted at PC meeting
Sept. 25, 2012

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

September 13, 2012

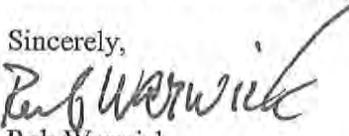
REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, September 25 at 7:00 p.m.**, the Shoreview Planning Commission will review Variance and Conditional Use Permit applications for **5722 Hodgson Road**, submitted by **Imperial Homes, on behalf of Brad and Elena Oren**. The project consists of demolishing the existing house and two sheds (both located on the north side lot line), and constructing a new two-story house and 1,292 square foot attached garage on the property. The variance requests a reduced front setback of 641 feet, less than the 680.7 foot minimum required setback. The required setback is based on the front setbacks of the houses on the adjacent properties. The Conditional Use Permit is requested to allow the floor area of the attached garage to exceed the 1,000 square feet maximum and for the total floor area of all accessory buildings to exceed the 1,200 square foot maximum. The proposed 3-car attached garage will be 1292.5 sq. ft.. In addition two existing detached accessory structures that will be retained: a 176 sq. ft. boathouse, and a 422 sq. ft. detached garage. The total floor area of the three accessory structures is 1891 sq. ft., exceeding the maximum 1,200 square feet permitted. On lots larger than one acre, the floor area of accessory structures may be increased with approval of a Conditional Use Permit. Please see the attached plans.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Comments received by **Thursday, September 20th** will be distributed to the Planning Commission with the Planning Commission agenda packet. Comments received after that date but before the meeting will be distributed to the Commission that night. You are also welcome to attend the meeting. The meeting is held in the City Council Chambers at Shoreview City Hall, 4600 North Victoria Street.

If you would like more information or have any questions, please call me at 651-490-4681 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at rwarwick@shoreviewmn.gov.

Sincerely,

Rob Warwick
Senior Planner

Comments: Strongly.

We support the conditional use permit.

The plans look very nice!

We are the neighbor to the north and have talked to the home owner who has agreed to move the 422 sq foot garage nearer to the road or rebuild an appropriately sized garage nearer the road. I appreciate his willingness to work with his neighbors & wish him best of success

T:/2012 pc/2460-12-23imperialoren 5277 hodgson

Name: Steve Fisher happiness in their
Address: 5291 Hodgson Rd - Shoreview new
MN 55124 home.



~~Molson, Jorline <jmolson@shoreviewmn.gov>~~

RE: Development Applications, City of Shoreview

1 message

Kyle Axtell <KAxtell@ricecreek.org>

Tue, Sep 25, 2012 at 2:59 PM

To: "rwarwick@shoreviewmn.gov" <rwarwick@shoreviewmn.gov>

Cc: Nicholas Tomczik <ntomczik@ricecreek.org>, Chris Buntjer <cbuntjer@ricecreek.org>, "Molly Shodeen (molly.shodeen@state.mn.us)" <molly.shodeen@state.mn.us>, "Andrew Beaudet (Andrew.D.Beaudet@usace.army.mil)" <Andrew.D.Beaudet@usace.army.mil>, "Paige Ahlborg (paige.ahlborg@rwmwd.org)" <paige.ahlborg@rwmwd.org>

Rob,

Below are the RCWD's preliminary comments on the proposals. Both projects would require permitting and further review by the RCWD.

5277 Hodgson Road:

RCWD permit required for redevelopment under Rule C.2(d)(2) and D.2(b+c). Erosion and sediment control during and after construction is the primary concern. No alteration of existing drainage patterns will be allowed. The majority of the property drains east to Hodgson road and outside of the hydrologic boundaries of the RCWD. There is a ridge directly adjacent to the bluff that defines the major watershed boundary and appears to fall directly west of the existing home and proposed home. Enforcement of the City's 30 foot bluff setback will likely ensure that no new impervious surfaces are constructed within the hydrologic boundary of Turtle Lake. All runoff from the new home, garage and driveway, thus, shall also be directed to the east toward Hodgson Road and not over the bluff edge toward Turtle Lake. The RCWD will consult the Ramsey-Washington Metro Watershed District during any subsequent permit reviews for this site to ensure no offsite issues would occur as a result of this project potentially affecting areas we are not familiar with. Stormwater management practices may be required by the RCWD to handle runoff volumes from the increased impervious surfaces.



Robert Warwick <rwarwick@shoreviewmn.gov>

RE: Development Applications, City of Shoreview

Shodeen, Molly (DNR) <molly.shodeen@state.mn.us>

Fri, Sep 28, 2012 at 9:29 AM

To: Kyle Axtell <KAxtell@ricecreek.org>, "rwarwick@shoreviewmn.gov" <rwarwick@shoreviewmn.gov>

Cc: Nicholas Tomczik <ntomczik@ricecreek.org>, Chris Buntjer <cbuntjer@ricecreek.org>, "Andrew Beaudet (Andrew.D.Beaudet@usace.army.mil)" <Andrew.D.Beaudet@usace.army.mil>, "Paige Ahlborg (paige.ahlborg@rwmwd.org)" <paige.ahlborg@rwmwd.org>

I would also add that if the plat is approved with the homes that close to the wetland, there needs to be some sort of easement or other method of protecting the wetland boundary. When it is that close...the wetland tends to disappear as people become dissatisfied with their yard and the "weeds".

The setback variance from the lake for Turtle is really unnecessary with a lot this large. Why does the survey show bituminous extending into the bluff setback. What is the purpose of all that bituminous for access to a couple of sheds? Why wouldn't the city require removal of the sheds in exchange for the garage variance?

Thanks for the opportunity to comment

From: Kyle Axtell [mailto:KAxtell@ricecreek.org]

Sent: Tuesday, September 25, 2012 3:00 PM

To: rwarwick@shoreviewmn.gov

Cc: Nicholas Tomczik; Chris Buntjer; Shodeen, Molly (DNR); Andrew Beaudet (Andrew.D.Beaudet@usace.army.mil); Paige Ahlborg (paige.ahlborg@rwmwd.org)

Subject: RE: Development Applications, City of Shoreview

[Quoted text hidden]

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Preliminary Plat, Planned Unit Development – Development Stage, and Rezoning applications submitted by Clyde and Arlene Rehbein for the subdivision of their property at 5618 Heather Ridge Court into four single-family residential lots, and to adopt Ordinance No. 899 rezoning the property to Planned Unit Development, subject to the following conditions

Rezoning

1. This approval rezones the property from UND, Urban Underdeveloped to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is RE (60), Residential Estate, with a minimum lot area of 60,000 square feet.
3. Rezoning is not effective until approvals are received for the Final Plat, PUD - Final Stage and development agreements executed.

Preliminary Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines and wetland areas. Drainage and utility easements along the roadway shall be 10' wide and along the side lot lines these easements shall be 5' wide and as required by the Public Works Director.
3. Private agreements shall be prepared for recording the regarding joint driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
4. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.

Planned Unit Development – Development Stage

1. This approval permits the subdivision of the property into four single-family residential lots.

2. The underlying zoning for the PUD is RE (60), Residential Estate with a minimum lot area of 60,000 square feet.
3. Access to Lot 1 is prohibited from Turtle Lake Road. Access to the site shall be provided only via the shared driveways as indicated in the application submittal.
4. Tree Preservation and Replanting plan shall be submitted with each building permit application for Lots 2, 3 and 4. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. The applicant and future property owners shall maintain a 16.5' buffer along the perimeter of all wetland areas. Signs marking this buffer area shall be installed to inform future owners that this area is to be protected and not disturbed.
6. Grading, Drainage and Erosion Control shall be submitted with each building permit application for Lots 2, 3 and 4.
7. The structure setbacks from the front property line for the planned unit development shall be a minimum of 200 feet and a maximum of 260 feet.
8. No detached accessory structures shall be permitted on Lots 2 and 3 south of the wetland area.
9. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
10. This approval shall expire after two months if the Planned Unit Development - Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C)(6).

This approval is based on the following findings:

1. That the proposed development is consistent with the policies of the Comprehensive Plan and with the general purpose and intent of the development regulations.
2. That the development facilitated by the proposed rezoning will not significantly and adversely impact the planned use of the surrounding property.
3. That the applicant is willing to enter into a development agreement as a condition of the rezoning approval.
4. The proposed deviations permit development that retains the natural features of the property and minimizes development impacts on the adjoining residential land uses.

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

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

Regular City Council Meeting
October 15, 2012

t:\2012pcf\2458-12-215618heatherridge/ccmotion

TO: Mayor, City Council, City Manager

FROM: Rob Warwick, Senior Planner
Kathleen Nordine, City Planner

DATE: October 13, 2012

SUBJECT: Case File 2458-12-21, Preliminary Plat, Rezoning and Planned Unit Development – Development Stage, 5618 Heather Ridge Court,

Introduction

Clyde and Arlen Rehbein, 5618 Heather Ridge Court, propose to divide their property into 4 lots to be used for detached single-family residential homes. The existing house will remain and three new residential building sites will be created. Access to the proposed lots will be provided from Heather Ridge Court by two driveways that will each be shared by two homes. They have submitted the following applications:

- 1) Rezoning – Rezoning the property from UND, Urban Underdeveloped to PUD, Planned Unit Development
- 2) Preliminary Plat – to plat the property into 4 parcels for a single-family residential development
- 3) PUD, Planned Unit Development, Development Stage – to develop the property with 4 single-family residential estate lots.

The applications were complete August 28, 2012.

Site Characteristics

The property is located at the end of Heather Ridge Court south of the Heather Ridge zero-lot line residential development. A portion of the applicant's property was platted as part of the Heather Ridge Planned Unit Development and is zoned PUD. The eastern portion of the property was acquired in 2006 from the neighboring property at 5625 Turtle Lake Road after a subdivision approved by the City and is zoned UND, Urban Underdeveloped. Rezoning of the property is needed for the proposed development.

The property is 11.7 acres in size and has about 163 feet of frontage along Heather Ridge Court. It is oddly configured, adjoining the Willow Glenn and Heather Ridge zero lot line detached residential developments to the north, the former St. Paul Water Utility property to the east, and Turtle Lake Road and the single-family residential development to the south and east. Low wetland and ponding areas are scattered throughout the site. The upland areas are heavily vegetated with the dominant tree species being poplar, oak, and birch.

The property is developed with a single-family residence with an attached garage and a large detached garage/storage building. Access to the property is via a driveway located at the end of Heather Ridge Court.

Project Summary

The applicants propose to develop the property with 3 additional single-family residential lots. These lots will have access to Heather Ridge Court with shared driveways planned to minimize impact on wetland areas. The lot sizes range from 1.54 acres to 6.46 acres. The lot widths also vary, being narrower at the street and then widening towards the rear property line. Each parcel contains wetland area, and some

wetland impacts will result from the construction one new shared driveway. The buildable areas of the lot are located towards the center of the parcels in the upland areas and soil boring have been performed for each house pad to verify conditions are suitable for building. The existing home and detached accessory structure will remain on Lot 1.

Rezoning to a PUD is being requested to PUD because these parcels do not follow a typical residential subdivision pattern reflecting the existing lot configuration and environmental constraints due to the presence of wetland areas. Flexibility is needed for access via the shared driveways and building setbacks which can be approved in a PUD.

Rezoning

The applicant is requesting the property be rezoned from UND, Urban Underdeveloped to PUD, Planned Unit Development. When reviewing a rezoning request, the following criteria need to be considered:

- 1) That the proposed rezoning is consistent with the policies of the Comprehensive Plan and with the general purpose and intent of the development regulations.
- 2) That the development facilitated by the proposed rezoning will not significantly and adversely impact the planned use of the surrounding property.
- 3) That the applicant is willing to enter into a development agreement as a condition of the rezoning approval.

A 4/5ths majority vote of the City Council is required for approval.

In Staff's opinion, the proposal meets these criteria. The rezoning supports the Comprehensive Plan policies related land use and housing. The planned land use of this property is RL, Low-Density Residential Development. The property is located in PDA #4 – Turtle Lake Road Neighborhood. The proposed development plan is consistent with these policies because of the proposed low density residential land use, incorporation of the existing home into the development and minimal impact on the environmental features.

The proposed development will not have a significant and adverse impact on the surrounding land uses which includes a mix of higher density and lower density residential uses. In addition, the wetland/ponding areas on the property provide a separation buffer between the proposed development and adjoining land uses.

The applicant is willing to enter into a development agreement for this project.

Preliminary Plat

The proposed preliminary plat, The Estates of Heather Ridge, divides the property into 4 single-family residential estate lots. The following table summarizes the lot area, widths and depths of the proposed parcels as compared to the RE(60), Residential Estate Zoning District.

	Lot 1	Lot 2	Lot 3	Lot4	RE(60)
Lot Area (acres)	6.46	1.8	1.54	1.93	1.38
Street Frontage	32.5 feet	43.5 feet	43.5 feet	43.5 feet	30 feet
Lot Width At Building Pad	310 feet	130 feet	125 feet	220 feet	100 feet
Lot Depth	675 feet	545 feet	511 feet	490 feet	NA

The existing structures on Lot 1, exceed the minimum structure setbacks for the RE(60) district.

Planned Unit Development

Development of this site is being reviewed via the Planned Unit Development (PUD) process, which is used to encourage or provide flexibility, creativity, and innovation in the planning and design of development to achieve a variety of objectives related to the Development Code and the City's land use and housing goals. At this stage, detailed development plans are submitted to the City and reviewed in accordance with the adopted Code criteria. Approval requires 4/5th majority vote of the Council.

The next stage is the Final Stage in which the final plans are submitted and reviewed for compliance with the previous approvals, and obligations and conditions that were previously set forth by the City are executed in the form of development agreements to ensure the project will be constructed in the manner in which it was approved.

Development of this property via the PUD will permit a low-density residential development that preserves the natural features of the property and character of the neighborhood. Flexibility is required from the traditional structure setback standards. The PUD can also address the proposed shared driveways and utilities.

The key issues raised during this process are addressed below.

Building Placement

Both the setback of the existing home and the proposed structures exceed the maximum 40-foot setback permitted for the RE(60) zoning district and so this represents a deviation. Structure setbacks on these properties are defined by the location of the wetland areas and the upland buildable areas. These setbacks range from approximately 210' to 260' and are much larger than the 25' setback of the nearby homes on Heather Ridge Court.

It is the applicant's intent that the development retains the natural character of the property. Imposing a larger setback standard from the front, side and rear property lines for this development will preserve the wetland features, minimize development impacts and retain the natural character of the property.

Access

Access to the existing home is provided off a driveway located at the south end of Heather Ridge Court. To minimize impacts on the existing wetland areas, shared driveways are being proposed. Lots 1 and 2 would share the existing driveway and Lots 3 and 4 would share a new driveway. Shared driveways connecting two or more uses on separate properties are permitted provide the property owners enter into and execute a joint parking and maintenance agreement.

Municipal Utilities

Municipal sanitary sewer and water services are located in Heather Ridge Court. The existing home on Lot 1 is currently connected to these services. Each of the new homes is required to connect to these services, and a preliminary utility plan has been prepared that is consistent with City requirements.

Environmental Impacts

The property does contain wetland and ponding areas and is heavily wooded. The property is located in the Rice Creek Watershed District (RCWD) and subject to the District's permitting requirements. A

wetland delineation has been completed and submitted to the watershed district for review. Impacts to the wetland areas are minimized to the extent possible through the use of the shared driveways and placement of the building pads set farther back than permitted by the traditional zoning regulation.

A 16.5' buffer along the perimeter of the wetland areas will be required and easements protecting the buffer are being dedicated with the plat.

The applicant has submitted a tree inventory. The upland vegetation consists of oaks, birch, and poplar. The full extent of tree impacts cannot be determined until building permit applications are received to construct homes on the property. For each parcel within the subdivision, landmark trees will need to be replaced at a ratio of 3 to 1.

Grading, Drainage and Stormwater Management

The property is relatively flat with minimal grade change. Grading is anticipated in the areas for the driveway and building construction. Lowest floor elevations for the proposed homes will be established in accordance with the City's Surface Water Management Plan and RCWD requirements. Prior to the issuance of a building permit for a new home, a grading plan will need to be submitted to staff for review and approval.

Public and Agency Comment

Property owners within 350' of the development site were notified of the request and public hearing. In addition, a development notification sign was placed on the property.

The City has received one written and one phone comment in response to the notice. Both comments identify no concerns with the proposed development. The applicant also held a neighborhood meeting late this summer to review the proposed plans with nearby property owners.

Other agencies including the Watershed District, Department of Natural Resources and Army Corps of Engineers were notified of the proposed development because of the wetlands on the property. Note that the applicant's engineers reports the application has been submitted to the RCWD on October 9th.

Planning Commission

At their September 28th meeting, the Planning Commission held the Public Hearing and reviewed the applications. No testimony was given during the Public Hearing. The Commissioners focused their discussion on the wetland areas, and determined that the large lots with uplands suitable for building sites represented a good use for the property. The Commissioners asked about the future subdivision potential for Lot 1. Staff responded that the potential is limited by the low street frontage at Heather Ridge Court and the extent of wetlands along the frontage abutting Turtle Lake Road. The Commission unanimously (7-0) recommended approval of the applications to the City Council.

Recommendation

The submitted subdivision plans were reviewed in accordance with the City's Comprehensive Plan and Development Code. The Planning Commission held the required Public Hearing and recommended approval to the Council. The staff believes the proposed development is consistent with Shoreview's land use and housing policies and meets the criteria for the Preliminary Plat, Rezoning and PUD. The proposed residential estate subdivision retains the natural features of the property and minimizes development impacts on the adjoining residential land uses. Development via the PUD provides the applicant with some flexibility as it pertains to building placement and supports the use of shared

driveways and utilities – to minimize impacts on the wetland area. Staff recommends the Council approve the development applications and adopt Ordinance No. 899, rezoning the property, subject to the following conditions. A 4/5th majority of the Council is required to approve the rezoning and PUD-Development Stage applications.

Rezoning

1. This approval rezones the property from UND, Urban Underdeveloped to PUD, Planned Unit Development.
2. The underlying zoning district for this PUD is RE (60), Residential Estate, with a minimum lot area of 60,000 square feet.
3. Rezoning is not effective until approvals are granted by the City Council for the Final Plat, PUD - Final Stage and development agreements executed.

Preliminary Plat

1. A public use dedication fee shall be submitted as required by ordinance prior to release of the final plat by the City.
2. The final plat shall include drainage and utility easements along the property lines, wetland areas, and a 16.5-foot wetland buffer upland of all delineated wetlands. Drainage and utility easements along the roadway and the rear lot line shall be 10' wide and along the side lot lines these easements shall be 5' wide, and as required by the Public Works Director.
3. The project is subject to the permitting requirements of the Rice Creek Watershed District. RCWD approval of the wetland delineation shall occur prior to City approval of the Final Plat.
4. Private agreements shall be prepared for recording the regarding joint driveway, parking and maintenance agreements. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
5. The Final Plat shall be submitted to the City for approval with the Final Stage PUD application.

Planned Unit Development – Development Stage

1. This approval permits the subdivision of the property into four single-family residential lots.
2. The underlying zoning for the PUD is RE (60), Residential Estate with a minimum lot area of 60,000 square feet.
3. Access to Lot 1 is prohibited from Turtle Lake Road. Access to the site shall be provided only via the shared driveways as indicated in the application submittal.
4. Tree Preservation and Replanting plan shall be submitted with each building permit application for Lots 2, 3 and 4. Replacement trees shall be planted in accordance with the City's Woodlands and Vegetation Ordinance.
5. The applicant and future property owners shall maintain a 16.5' buffer along the perimeter of all wetland areas. Signs marking this buffer area shall be installed to inform future owners that this area is to be protected and not disturbed.
6. Grading, Drainage and Erosion Control shall be submitted with each building permit application for Lots 2, 3 and 4.
7. The structure setbacks from the front property line for the planned unit development shall be a minimum of 200 feet and a maximum of 260 feet.
8. No detached accessory structures shall be permitted on Lots 2 and 3 south of the wetland area.
9. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
10. This approval shall expire after two months if the Planned Unit Development - Final Stage application has not been submitted for City review and approval, as per Section 203.060 (C)(6).

Attachments:

1. Location Map
2. Planned Land Use Map
3. Zoning Map
4. Submitted Statement and Plans
5. Agency Comments
6. Request for Comments
7. Motion

T:/2012pcf/2458-12-21heatherridgecourt/ccreport

**STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW**

ORDINANCE NO. 899

**AN ORDINANCE AMENDING THE CITY OF SHOREVIEW OFFICIAL ZONING MAP
REGARDING PROPERTY LOCATED AT 5618 HEATHER RIDGE COURT**

**The Shoreview City Council ordains that the Official Zoning Map adopted March 2, 2009
and effective May 11, 2009 are hereby amended as follows:**

SECTION 1. Arlene and Cylde Rehbein initiated a rezoning from UND, Urban Underdeveloped to PUD, Planned Unit Development, for the following legally described properties:

Lot 9, Block 1, HEATHER RIDGE EAST 3RD ADDITION, Ramsey County, Minnesota

And

That part of the west 352.30 feet of the East Half of the Southwest Quarter of Section 1, Township 30, Range 23, Ramsey County, Minnesota, which lies northwesterly of the centerline of the former Northern States Power Company right-of-way, EXCEPT the north 1373.65 feet thereof. Subject to a power line and natural gas easement in favor of Northern States Power Company and its successors.

(This property, when platted will be known as THE ESTATES OF HEATHER RIDGE)

SECTION 2. The procedural history of this rezoning is as follows:

1. This rezoning was initiated pursuant to Section 203.052 of the Shoreview Development Ordinance adopted April 16, 2001 and effective May 9, 2001.
2. The Shoreview Planning Commission held a public hearing on September 28, 2012. Notice therefore was published and mailed pursuant to law. All persons present at said meeting were given an opportunity to be heard and present written statements. The Commission also considered the recommendation of the City Staff recommending to the City Council that this rezoning be approved.
3. This rezoning was considered and approved by the Shoreview City Council on October 15, 2012.

SECTION 3. Section 205.010(A)(1) of the Shoreview Development Ordinance adopted April 16, 2001 and effective May 9, 2001 is hereby amended to add the following Subsection (a).

- (a) Zoning Map Revision The Shoreview Zoning Map, adopted on March 2, 2009, is hereby revised to indicate that the above-described properties have been rezoned from UND, Urban Underdeveloped, to PUD, Planned Unit Development, zoning classification pursuant to Shoreview Ordinance . The underlying zoning for the property shall be RE-60, Residential Estate (60).

SECTION 4. Approval of zoning amendment is on the basis of the following findings of fact:

1. That the proposed zoning is consistent with the policies of the Comprehensive Guide Plan and the general purpose and intent of the Development Ordinance;

SECTION 5. Said Ordinance rezoning the property shall become void within one year after the approval date and revert back to UND, if the required conditions of approval for the development are not executed and construction has not begun within the one-year period referenced above.

Adoption Date. Passed by the City Council of the City of Shoreview on the 15th day of October 2012.

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

Publication Date. Published on the 24th of October,2012.

Sandra C. Martin, Mayor

SEAL

Date: October 11, 2012
To: Rob Warwick, Senior Planner
From: Tom Wesolowski, City Engineer
Subject: Application Review Comments for the Estates of Heather Ridge

The City of Shoreview Engineering Department has reviewed the preliminary plans and storm water management report dated October 10, 2012. The engineering staff has the following comments regarding the plans:

1. The development falls within the Rice Creek Watershed District (RCWD), which will require the developer to obtain an approved RCWD permit. The City requires that all the information that is submitted to the RCWD, as it relates to storm water management, also be sent to the City of Shoreview.
2. The developer has submitted storm water management calculations for existing and proposed drainage. The calculations are signed by a licensed engineer from the State of Minnesota and meet the requirements of the City's Surface Water Management Plan (SWMP).
3. The proposed routing of the water and sanitary sewer services and driveway will have both a temporary and permanent impact on a wetland located on the property. The RCWD serves as the regulatory authority for wetlands located within the watershed. The developer will have to provide the RCWD a plan showing the wetland impacts. The City requires that all the information that is submitted to the RCWD, as it relates to the wetland impact, also be sent to the City of Shoreview.
4. Staff supports the proposed routing for the water and sanitary sewer services. The proposed routing will have a lesser impact to the wetland that is located on the property and provide for a cleaner restoration of the roadway.
5. The water and sanitary sewer service piping located outside the road right of way and the shared driveway should be located within a private easement and will be the owned and maintained by the property owner(s).
6. A maintenance agreement for the water and sanitary services located outside of the right of way and the shared driveway should be established between the property owner(s).

If you have any questions or would like to discuss the comments in more detail please contact Mark Maloney or Tom Wesolowski.

5618 HEATHER RIDGE COURT

- Selected Features
- Municipalities
- Road Centerlines (County)
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- Highway Shields
- Street Name Labels



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 (September 4, 2012), The Lawrence Group (September 4, 2012 for County parcel and property records data; September 2012 for commercial and residential data; April 2009 for color aerial

Zoning Classifications

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



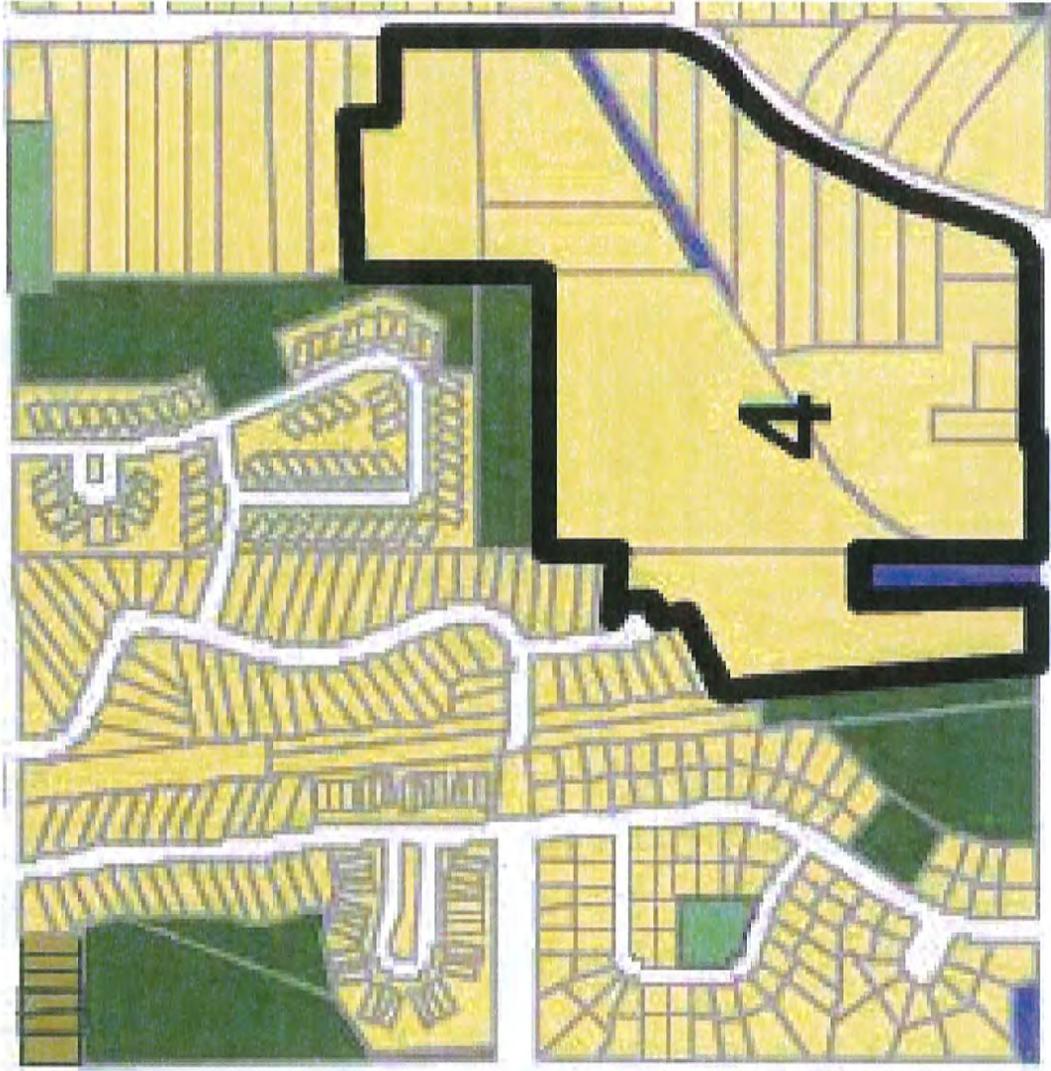
Excerpt from Zoning Map

Legend

 PDA Boundaries

Planned Land Use

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



Excerpt from Planned Land Use Map



Robert Warwick <rwarwick@shoreviewmn.gov>

Rehbein subdivision - wetland info

Charles Plowe Sr <chuck@plowe.com>
To: Robert Warwick <rwarwick@shoreviewmn.gov>
Cc: clyde.rehbein@cox.net, Adam Ginkel <adam@plowe.com>

Mon, Oct 8, 2012 at 12:57 PM

Rob,

The wetland delineation report has been completed. We are submitting the permit application to the RCWD tomorrow. The wetland impact of approximately 900 Sq Ft. for the common driveway is less than 1000 Sq Ft. If we are less than 1000 Sq Ft of wetland fill, no replacement is required. We do not anticipate any wetland issues with RCWD. If for some reason there is a change based on RCWD review, we have on site areas that can be used to create replacement wetlands.

Do you want a copy of the wetland delineation report? The grading plan you have should show the wetland delineation. We can provide you a copy of the packet we are submitting to RCWD if you like.

Please feel free to call with any questions.

Sincerely,

Chuck Plowe

PLOWE ENGINEERING, INC.

(651) 361-8210

From: Robert Warwick [mailto:rwarwick@shoreviewmn.gov]
Sent: Monday, October 08, 2012 9:29 AM
To: Charles Plowe Sr
Cc: clyde.rehbein@cox.net
Subject: Rehbein subdivision - wetland info

[Quoted text hidden]

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 13, 2012

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, September 25 at 7:00 p.m.**, the Shoreview Planning Commission will review applications for Rezoning, Preliminary Plat and Planned Unit Development - Development Stage for **5816 Heather Ridge Court**, submitted by **Clyde and Arlene Rehbein**. The owners propose to subdivide the 11.7 acre property into 4 lots to be used for detached residential homes. The existing house will remain and three new building sites will be created. The development plans show two driveways, each driveway will serve two homes. The building pads for the future homes are shown located in the upland area between 350 and 400 feet east of the front lot lines.

The following applications will be reviewed by the Planning Commission:

1. Preliminary Plat to divide the property into 4 parcels
2. Rezoning from UND, Urban Underdeveloped to PUD, Planned Unit Development
3. Planned Unit Development, Development Stage

Please see the attached plans.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Comments received by **Thursday, September 20th** will be distributed to the Planning Commission with the Planning Commission agenda packet. Comments received after that date but before the meeting will be distributed to the Commission that night. You are also welcome to attend the meeting. The meeting is held in the City Council Chambers at Shoreview City Hall, 4600 North Victoria Street.

If you would like more information or have any questions, please call me at 651-490-4681 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at rwarwick@shoreviewmn.gov.

Sincerely,

Rob Warwick
Senior Planner

Comments:

We know the plan and have no problem with it.

T:/2012 pcf/2458-12-21rehbein 5816 heather ridge ct

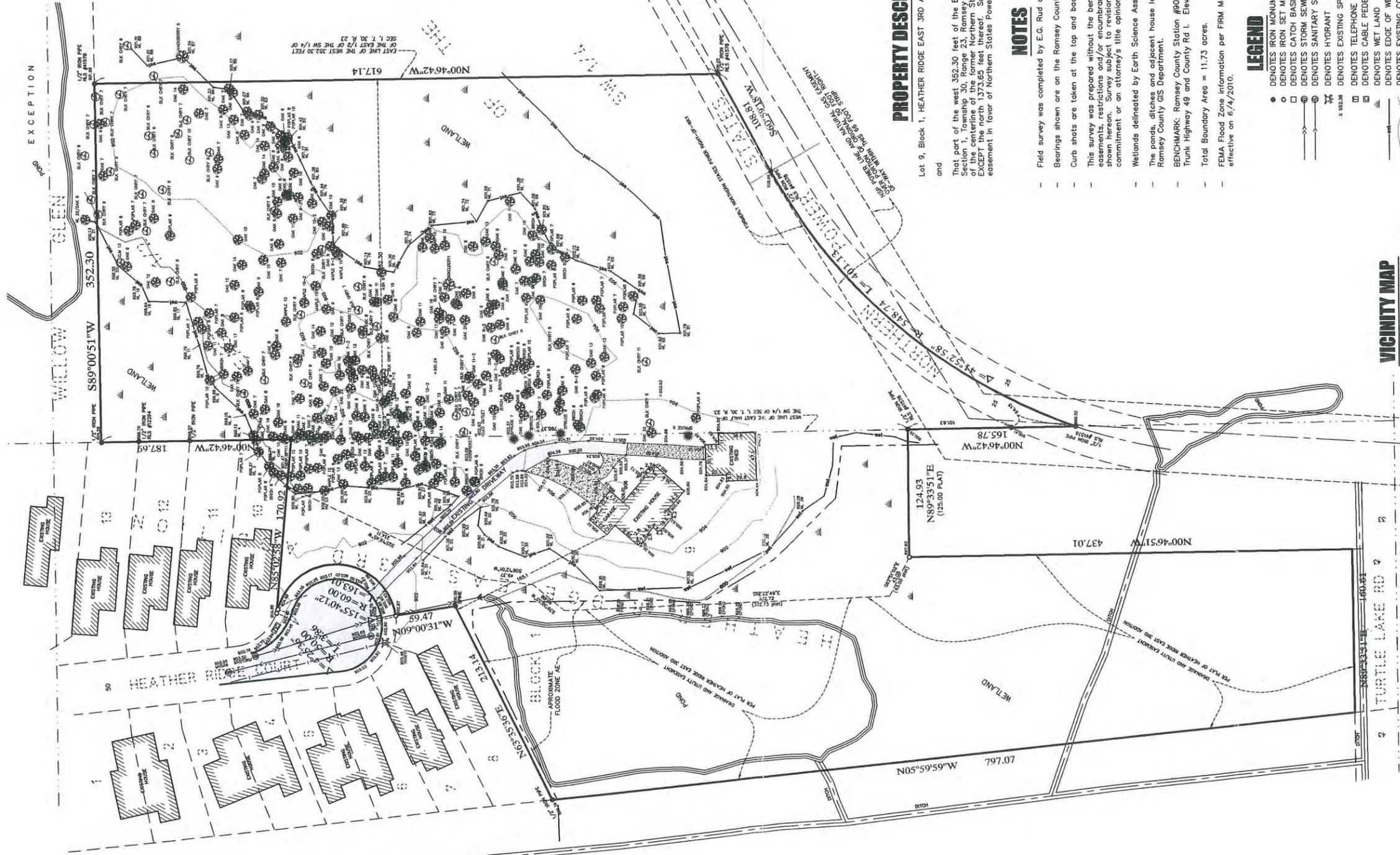
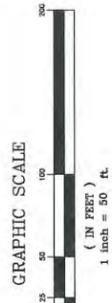
Name:

Address:

Howard Henry Combs
5816 Heather Ridge Dr
Shoreview, MN 55126

CERTIFICATE OF SURVEY/TREE INVENTORY

~for~ CLYDE AND ARLENE REHBEIN
 ~of~ PROPOSED "THE ESTATES OF HEATHER RIDGE"



PROPERTY DESCRIPTION:

Lot 9, Block 1, HEATHER RIDGE EAST 3RD ADDITION, Ramsey County, Minnesota, and

That part of the west 352.30 feet of the East Half of the Southwest Quarter of Section 1, Township 30, Range 23, Ramsey County, Minnesota, with the following Easements EXCEPT the north 1373.65 feet thereof. Subject to a power line and natural gas easement in favor of Northern States Power and its successors.

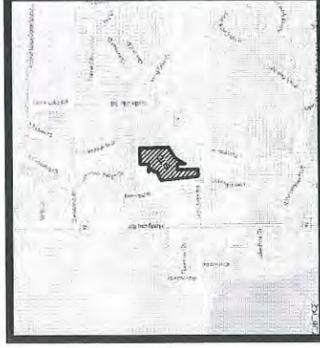
NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/7/12.
- Bearings shown are on the Ramsey County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Wetlands delineated by Earth Science Associates.
- The ponds, ditches and adjacent house locations were provided by the Ramsey County GIS Department.
- BENCHMARK: Ramsey County Station #8001 located in the NW quadrant of Trunk Highway 49 and County Rd I. Elevation = 907.52 (NVD 29)
- Total Boundary Area = 11.73 acres.
- FEMA Flood Zone information per FIRM Map Panel No. 27123C0030G, dated effective on 6/4/2010.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON SET MARKED RLS NO. 41578
- DENOTES CATCH BASIN
- ⊕ DENOTES STORM SEWER
- ⊕ DENOTES SANITARY SEWER
- ⊕ DENOTES HYDRANT
- ⊕ DENOTES EXISTING SPOT ELEVATION
- ⊕ DENOTES TELEPHONE PEDESTAL
- ⊕ DENOTES CABLE PEDESTAL
- ⊕ DENOTES WET LAND
- ⊕ DENOTES EDGE OF WETLAND DELINEATION (BY OTHERS)
- ⊕ DENOTES EXISTING CONTOURS
- ⊕ DENOTES EXISTING TREE (SPECIES AND CALIPER)
- ⊕ DENOTES CONCRETE SURFACE
- ⊕ DENOTES BITUMINOUS SURFACE
- ⊕ DENOTES GRAVEL SURFACE

VICINITY MAP
 PART OF SEC. 1, TWP. 30, RNG. 23



RAMSEY COUNTY, MINNESOTA
 (NO SCALE)

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

JASON E. RUD
 Date: 8/24/2012 License No. 41578

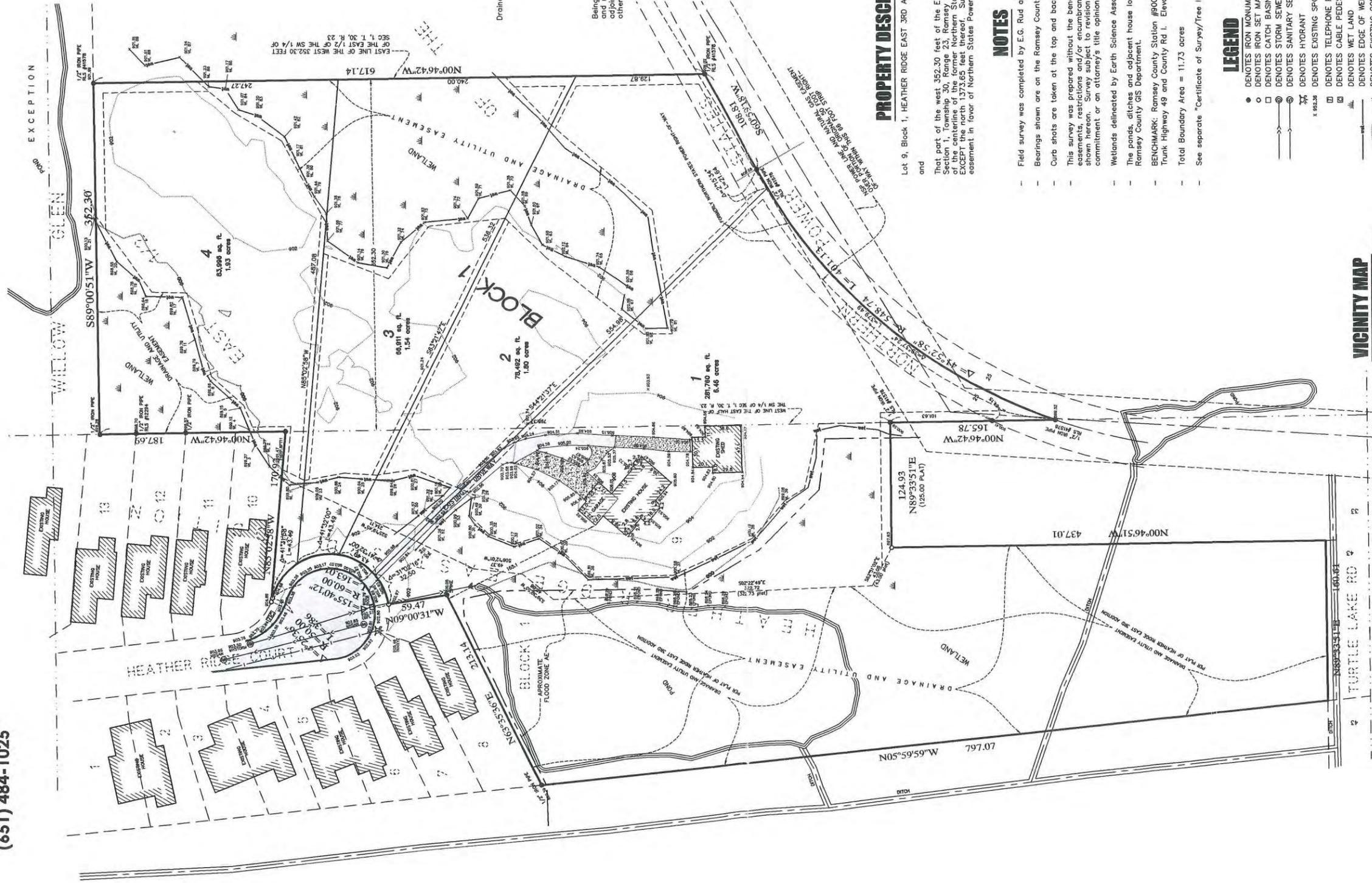
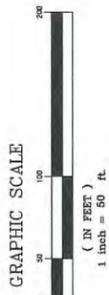
E.G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701

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CHECK BY: JER	SCANNED	
1		
2		
3		
NO.	DATE	DESCRIPTION
BY		

PRELIMINARY PLAT

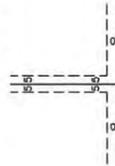
~of~ THE ESTATES OF HEATHER RIDGE

~for~ CLYDE AND ARLENE REHBEIN
5618 HEATHER RIDGE COURT
SHOREVIEW, MN 55126
(651) 484-1025



EASEMENT DETAIL:

Drainage and Utility easements are shown thus:



Being 10 feet in width and adjoining all front and rear lot lines and 5 feet in width and adjoining all side lot lines unless otherwise shown.

PROPERTY DESCRIPTION:

Lot 9, Block 1, HEATHER RIDGE EAST 3RD ADDITION, Ramsey County, Minnesota, and

That part of the west 352.30 feet of the East Half of the Southwest Quarter of Section 30, Township 30, Range 23, Ramsey County, Minnesota, which lies northerly of the centerline of the former Northern States Power Company right-of-way, Easement No. 272,658, Sublet to Northern States Power and its successors, and natural gas easement in favor of Northern States Power and its successors.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/7/12.
- Bearings shown are on the Ramsey County Coordinate System.
- Curb shots are taken at the top and back of curb.
- This survey was prepared without the benefit of title work. Additional survey restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Wetlands delineated by Earth Science Associates.
- The ponds, ditches and adjacent house locations were provided by the Ramsey County GIS Department.
- BENCHMARK: Ramsey County Station #9001 located in the NW quadrant of Trunk Highway 49 and County Rd 1. Elevation = 907.52 (NGVD 29)
- Total Boundary Area = 11.73 acres
- See separate "Certificate of Survey/Tree Inventory" for tree locations.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON SET MARKED RLS NO. 41578
- DENOTES CATCH BASIN
- ⊕ DENOTES STORM SEWER
- ⊗ DENOTES SANITARY SEWER
- ⊘ DENOTES HYDRANT
- x 152.28 DENOTES EXISTING SPOT ELEVATION
- DENOTES TELEPHONE PEDESTAL
- DENOTES CABLE PEDESTAL
- ⊕ DENOTES WET LAND
- ⊖ DENOTES EDGE OF WETLAND DELINEATION (BY OTHERS)
- ⊕ DENOTES EXISTING CONTOURS
- ⊖ DENOTES CONCRETE SURFACE
- ⊖ DENOTES BITUMINOUS SURFACE
- ⊖ DENOTES GRAVEL SURFACE

VICINITY MAP

PART OF SEC. 1, TWP. 30, RNG. 23



RAMSEY COUNTY, MINNESOTA
(NO SCALE)

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

JASON E. RUD
(Signature)

Date: 8/24/2012 License No. 41578

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

DRAWN BY: BAB	DATE: 8/14/12		
CHECK BY: JER	SCANNED: <input type="checkbox"/>		
1			
2			
3			
NO.	DATE	DESCRIPTION	BY

CONSTRUCTION NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CONTACT GOPHER STATE ONE-CALL AT (651) 454-0002 FOR EXISTING UTILITY LOCATIONS.

THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, AND WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD UTILITY SPECIFICATIONS, 1999 EDITION, THE CITY'S STANDARD SPECIFICATIONS, AND THE CITY'S STANDARD DETAIL PLATES.

CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.

MAINTAIN A MINIMUM OF 7.5 FEET OF COVER OVER ALL WATERMAIN PIPE.

TESTING OF SANITARY SEWER AND WATERMAIN IS REQUIRED AND SHALL BE COORDINATED WITH THE CITY'S ENGINEERING DEPARTMENT.

REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.

BACKFILLING OF CURB IS INCIDENTAL TO CURB INSTALLATION.

USE TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS NECESSARY WHENEVER GRADING, UTILITY, OR PAVING OPERATION ENROACH ONTO ADJACENT STREETS OR PUBLIC RIGHT-OF-WAY.

RESTORE DISTURBED STREET TO EXISTING OR BETTER SECTION.

SAW-CUT EXISTING BITUMINOUS AND CONCRETE CURBS TO PROVIDE BUTT-JOINT.

SITE SEQUENCING NOTES

PRIOR TO ANY GRADING OPERATIONS, THE CONTRACTOR SHALL INSTALL ROCK CONSTRUCTION ENTRANCE CONTROL DEVICES (SMITCO) AS NECESSARY WHENEVER GRADING, UTILITY, OR PAVING OPERATION ENROACH ONTO ADJACENT STREETS OR PUBLIC RIGHT-OF-WAY. CONTACT CITY AND/OR RICE CREEK WATERSHED TO INSPECT EROSION CONTROL MEASURES PRIOR TO GRADING OPERATIONS, IF NECESSARY. ADDITIONAL SILT FENCE MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE.

RELOCATE EXISTING BURIED AND OVERHEAD UTILITIES AS NECESSARY FOR CONSTRUCTION.

TEMPORARY OR PERMANENT MULCH MUST BE UNIFORMLY APPLIED BY MECHANICAL OR HYDRAULIC MEANS AND STABILIZED BY DISC-ANCHORING OR USE OF HYDRAULIC SOIL STABILIZERS.

THE CONTRACTOR SHALL PERFORM SITE GRADING ON AN AREA-BY-AREA BASIS TO MINIMIZE UNSTABILIZED AREAS. AS EACH AREA IS COMPLETED, ALL EXPOSED SOILS MUST HAVE TEMPORARY EROSION CONTROL PROTECTION OR PERMANENT COVER WITHIN SEVEN (7) DAYS.

THE CONTRACTOR SHALL PROVIDE ALL SOD, SEED, MULCH AND FERTILIZER WHICH SHALL CONFORM WITH THE FOLLOWING MNDOT SPECIFICATIONS AS MODIFIED BELOW.

ITEM	MNDOT SPECIFICATION/NOTES
SOD	3878
SEED **	3876
* FOR TURF ESTABLISHMENT	MNDOT MIXTURE 260 (100 LBS/ACRE) OR MNDOT MIXTURE 270 (120 LBS/ACRE)
TEMPORARY	FALL COVER MNDOT MIXTURE 100B (100 LBS/ACRE) SPRING/SUMMER MNDOT MIXTURE 110 (AT 100 LBS/ACRE) 1-2 YEARS COVER MNDOT MIXTURE 150 (AT 40 LBS/ACRE) 2-5 YEARS COVER MNDOT MIXTURE 190 (AT 80 LBS/ACRE)
MULCH	3882 (TYPE 1 - DISC ANCHORED)
FERTILIZER	3881
WOOD FIBER BLANKET	3885 (CATEGORY 2)

* MOW A MINIMUM OF ONCE PER 2 WEEKS
** SEEDING AREAS SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

ALL EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS OR IMPLEMENTED IN THE FIELD SHALL BE IN ACCORDANCE WITH THE CITY AND MPDS PHASE II PERMIT REQUIREMENTS, AND THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS BEST MANAGEMENT PRACTICES FOR MINNESOTA."

THE CONTRACTOR SHALL PAY SPECIAL ATTENTION TO ALL ADJACENT PROPERTY LINES AND MAKE SURE THE EROSION CONTROL PRACTICES INPLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.

THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF BUILDING CONSTRUCTION. SILT FENCE TO BE REMOVED ONLY AFTER COMPLETION OF BUILDING CONSTRUCTION AND UPON ESTABLISHMENT OF VEGETATION.

PROTECT ALL STORM WATER MANAGEMENT FACILITIES FROM CONSTRUCTION RUN-OFF. CONTRACTOR TO INSTALL AND CONSTRUCT SAID FACILITIES ONCE SITE HAS BEEN STABILIZED.

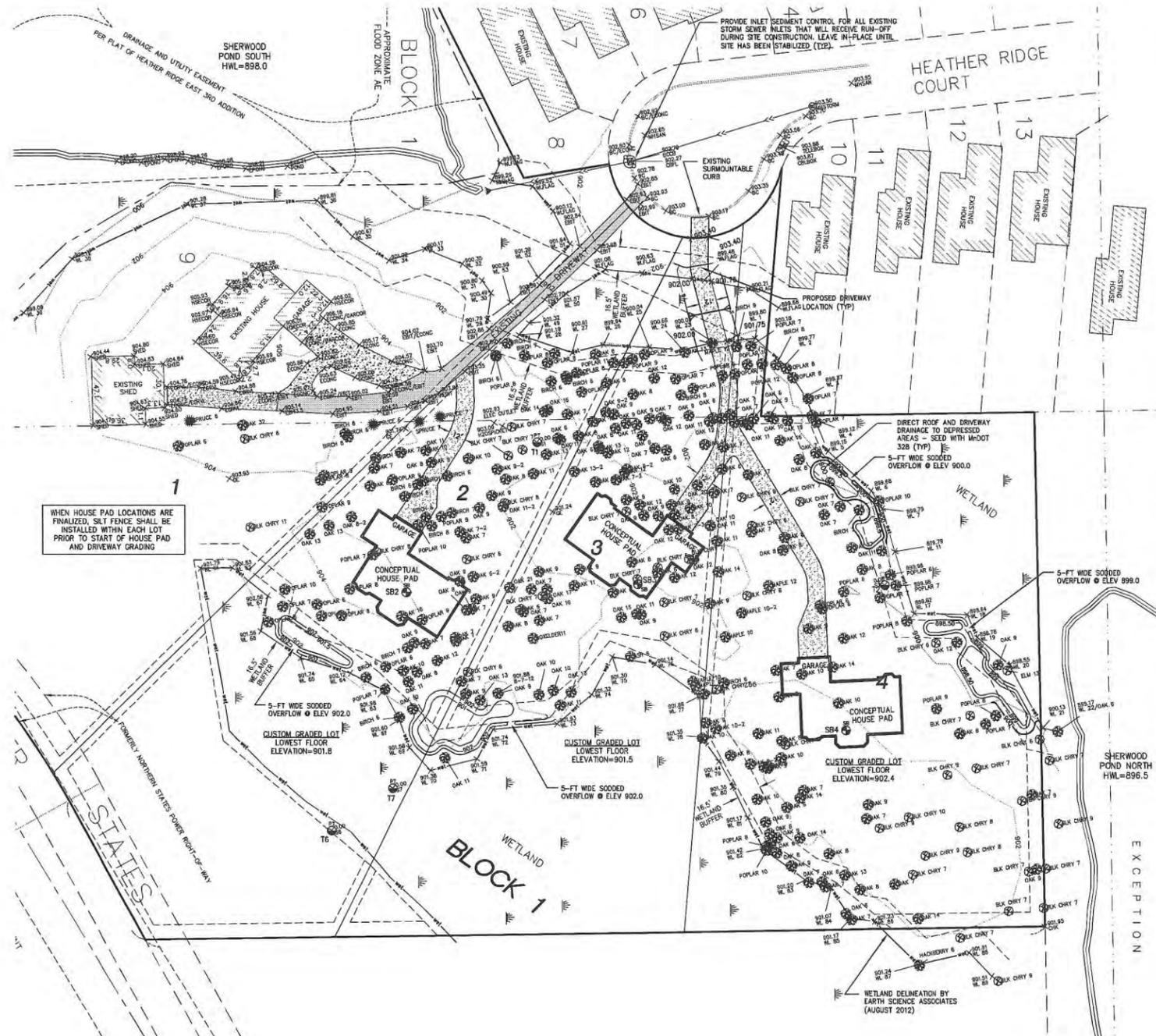
IF ANY SLOPES APPEAR TO BE FAILING, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SILT FENCE, BIOROLLS AND EROSION CONTROL BLANKET AS NEEDED.

THE CONTRACTOR SHALL FINAL GRADE SWALE AREAS UPON STABILIZATION OF UPSTREAM AREAS.

THE CONTRACTOR SOD ALL DISTURBED DRAINAGE AREAS, INCLUDING SWALES, OVERFLOWS, AROUND STORM SEWER FLARED-END SECTIONS, AND OFF-STREET CATCH BASINS.

UPON GRADING COMPLETION THE CONTRACTOR SHALL PROVIDE NATIVE TOPSOIL, SEED, AND MULCH ANCHORED WITH A STRAIGHT SET DISC WITHIN 48 HOURS OF FINAL GRADING.

ADJACENT STREETS SHALL BE KEPT CLEAN OF CONSTRUCTION MATERIALS, DIRT, AND OTHER UNDESIRABLE MATERIALS. WHEN MATERIALS OR DEBRIS HAVE WASHED/FLOWED ONTO ADJACENT STREETS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO SWEEP/SCRAPE STREETS AS NECESSARY OR AS DIRECTED BY THE CITY.



THE ESTATES OF HEATHER RIDGE
GRADING, DRAINAGE & EROSION CONTROL PLAN
SHOREVIEW, MN

DRAWN BY: A.G. DESIGN BY: C.W.P.
 CHCKD BY: C.W.P. PROJ. NO. 12-1375
 ORIGINAL DATE: AUGUST 27, 2012

DATE	REVISION DESCRIPTION
10-24-2012	RCWD SUBMITTAL
10-10-2012	RCWD COMMENTS

CHARLES W. FLOWE
 LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF MINNESOTA
 LIC. NO. 18227
 DATE: 10-10-2012

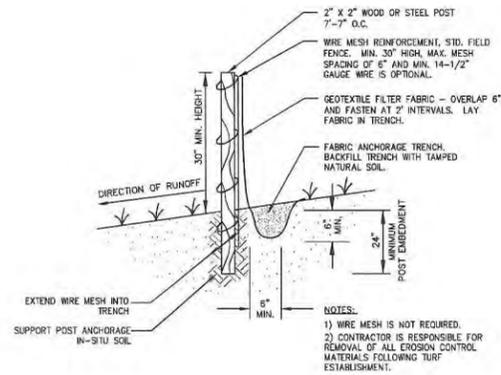
THE STATES OF HEATHER RIDGE
 SHOREVIEW, MN
 GRADING, DRAINAGE & EROSION CONTROL PLAN

PREPARED FOR:
 CLYDE & ARLENE REHBEIN

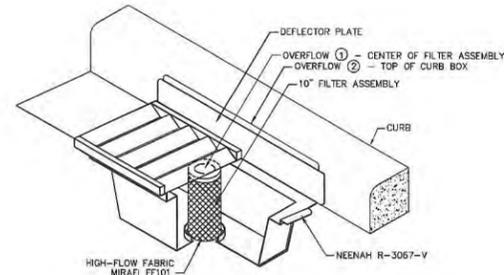
PLOWE ENGINEERING, INC.
 6776 LAKE DRIVE
 SUITE 110
 LINO LAKES, MN 55014
 PHONE: (651) 361-8210
 FAX: (651) 361-8701



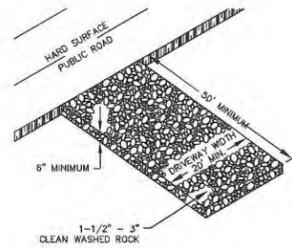
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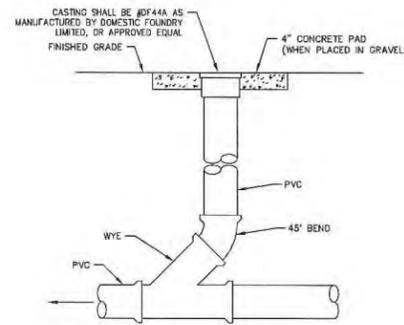
SILT FENCE
N.T.S.



WIMCO INLET PROTECTION
N.T.S.



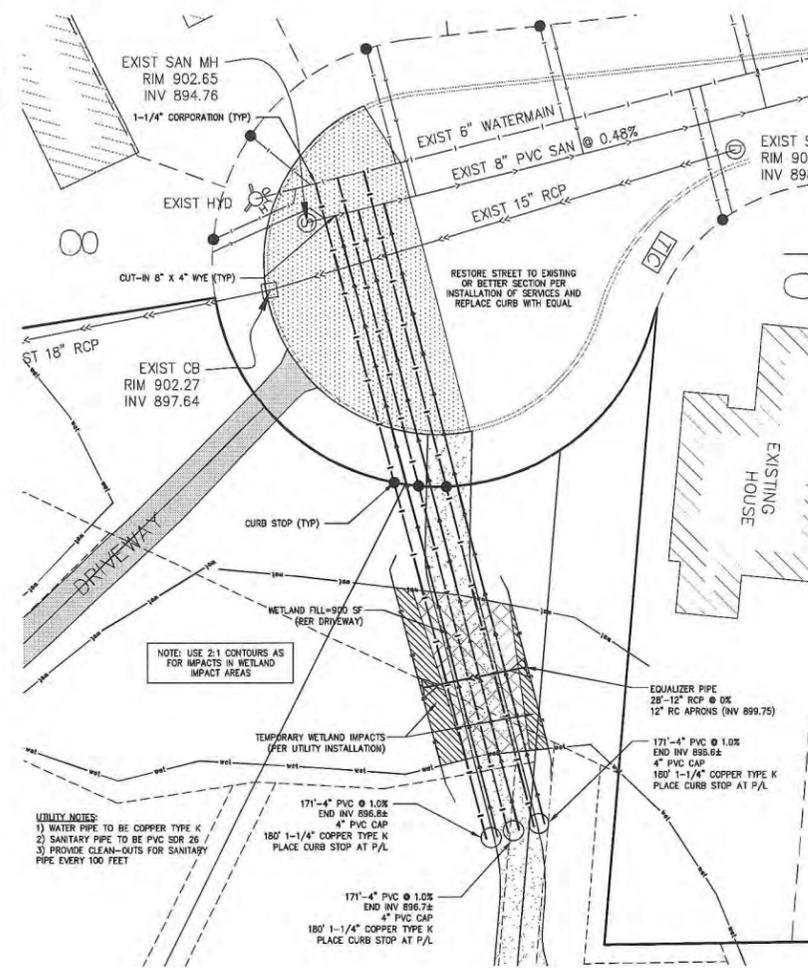
ROCK CONSTRUCTION ENTRANCE
N.T.S.



SANITARY CLEAN-OUT
N.T.S.

LEGEND

□	EXISTING TELEPHONE PEDESTAL	—	PROPOSED WATER SERVICE PIPE
□	EXISTING CABLE PEDESTAL	—	PROPOSED SANITARY SEWER SERVICE PIPE
—	EXISTING STORM SEWER	○	PROPOSED INLET PROTECTION
—	EXISTING WATER MAIN	—	PROPOSED CONTOUR
—	EXISTING SANITARY SEWER	—	PROPOSED SILT FENCE
○	EXISTING STORM MANHOLE	X 920.60	PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
□	EXISTING CATCH BASIN	T6	TEST PITS (PER WETLAND DELINEATION)
◀	EXISTING FLARED-END SECTION	SBZ	SOIL BORINGS (ITCO ALLIED - AUGUST 2012)
⊕	EXISTING HYDRANT		
○	EXISTING SANITARY SEWER MANHOLE		
—	EXISTING CONTOUR		
X 920.60	EXISTING SPOT ELEVATION		
⊕	EXISTING TREES		
—	EXISTING DELINEATED WETLAND (EARTH SCIENCE ASSOCIATES - AUGUST 2012)		



DRAWN BY:	DESIGN BY:
A.G.	C.W.P.
CHKD BY:	PROJ. NO.
C.W.P.	12-1375
ORIGINAL DATE:	
AUGUST 27, 2012	

DATE	REVISION DESCRIPTION
10-2-2012	ROWD SUBMITTAL

THESE CERTIFICATIONS ARE MADE BY THE ENGINEER UNDER THE LAWS OF MINNESOTA. I HEREBY CERTIFY THAT THE PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF MINNESOTA.

Charles W. Plowe
CHARLES W. PLOWE LIC. NO. 18227
DATE: 10.3.2012

THE STATES OF
HEATHER RIDGE
SHOREVIEW, MN
UTILITY PLAN, WETLAND IMPACTS & DETAILS

PREPARED FOR:
CLYDE & ARLENE REHBEIN

SITE PLANNING & ENGINEERING
PLOWE ENGINEERING, INC.
8776 LAKE DRIVE
SUITE 110
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701

THE ESTATES OF HEATHER RIDGE
UTILITY PLAN, WETLAND IMPACTS & DETAILS
SHOREVIEW, MN

C2