

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
FEBRUARY 18, 2014
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

--Recognition of Human Rights Commission Poster Contest Winners

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. February 3, 2014 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes-
 - Economic Development Commission, January 22, 2014
 - Bikeways and Trails Committee, February 6, 2014
3. Monthly Reports
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation
4. Verified Claims

5. Purchases
6. Establish Fee Schedule for 2013 Operation and Maintenance Costs—Snail Lake Improvement District
7. Approval of Agreement—Computer-Aided Dispatch Agreement with Ramsey County
8. Award of Quote—Community Center Door Replacement

PUBLIC HEARING

GENERAL BUSINESS

9. Receive Feasibility Report and Call for Public Hearing-Hanson/Oakridge Reconstruction, CP 14-01
10. Text Amendment—Subsurface Sewage Treatment Systems
11. Final Plat/PUD—United Properties, 4785 Hodgson Road
12. Final Plat—Pulte Homes, 5878 Lexington Avenue

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
February 3, 2014**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on February 3, 2014.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

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

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to approve the February 3, 2014 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Councilmember Johnson:

The *Taste of the Slice* fundraiser will be held at the Community Center on February 20, 2014. Tickets may be purchased on the City website.

Attended a League of Minnesota Cities conference on Conflict Resolution. The experience emphasized to her how fortunate she is to be on the Shoreview Council after seeing how many issues other city Mayors, Councilmembers and staff face.

Councilmember Quigley:

Recognized the successful Arden Hills/Shoreview Rotary Club fundraising event. He was glad to see how many supported the event. He noted that former Councilmember/now Ramsey County Commissioner Blake Huffman will receive the Paul Harris Award this year.

Councilmember Wickstrom:

The Ramsey County Sheriff's Department will hold C.E.R.T. (Community Emergency Response Team) training beginning April 9 through June 4, 2014, on Wednesday evenings from 6:30 to 9:30 p.m. This is a good opportunity to be called to volunteer for emergency situations. More information is available by calling 651-266-7333.

Precinct caucuses will meet Tuesday, February 4, 2014. All are encouraged to attend. Location information is available on the Secretary of State's website at www.sos.state.mn.us. This is the beginning of the process to see who will be on the ballot in November.

The Environmental Quality Committee will host a presentation on February 19, 2014, at 7:00 p.m. by City Engineer Tom Wesolowski entitled *A Behind the Scenes Look at Stormwater*.

Noted that Joan Mondale, wife of former Vice President Walter Mondale, passed away today.

Councilmember Withhart:

The EDA/HRA finalized and approved its Annual Report. It will soon be available on the City website. The report outlines in detail all the activities of the past year.

Mayor Martin:

Congratulated Councilmember Withhart on his retirement from 38 years as Executive Director/Chief Executive Officer for Senior Community Services, a non-profit organization that serves communities and residents in the west metro area.

Acknowledged Jackie Steele who presented an excellent program on pancreatic research at a recent Council meeting. She passed away, but was a very courageous woman, and Mayor Martin expressed her appreciation for her visit to inform the Council on pancreatic cancer research.

CONSENT AGENDA

Item Nos. 3 and 9 were pulled for separate discussion:

3. Receipt of Committee/Commission Minutes

Councilmember Wickstrom thanked staff for including the Suburban Rate Authority minutes in the Council packet. One issue being addressed is charges to cities for underground lines--if costs turn out to be less than what was charged, Xcel has not been giving any refund to cities.

Councilmember Withhart requested information on the number of elected officials on the Suburban Rate Authority.

9. Appointment of Planning Commission Chair and Vice Chair

Mayor Martin stated that the Planning Commission Chair appointment is currently made from a recommendation by the Commission. The Vice Chair is not appointed by the Council but by the Planning Commission. She has heard from Commissioners that they would prefer the Council to appoint the Chair each year without Commission input because it creates an awkward situation. Mayor Martin requested this policy be discussed at an upcoming workshop. For this year, she would recommend appointing Steve Solomonson to his third year as Chair as recommended by the Planning Commission. Implementation of any type of new policy would not begin until next year.

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to adopt the Consent Agenda for January 6, 2014, and all relevant resolutions for item Nos. 1 through 10:

1. January 13, 2014 City Council Workshop Meeting Minutes
2. January 21, 2014 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes:
 - Economic Development Authority, January 6, 2014
 - Suburban Rate Authority, January 15, 2014
 - Public Safety Committee, January 16, 2014
4. Verified Claims in the Amount of \$1,675,852.43
5. Purchases
6. License Applications
7. Approval of Contract for *Slice of Shoreview* Event Coordinator
8. Developer Escrow Reduction
9. Appointment of Planning Commission Chair
10. Approval of Application for Exempt Permit - St. Odilia's Men's Club Benefit

VOTE: Ayes - 5 Nays - 0

PUBLIC HEARINGS

There were none.

GENERAL BUSINESS

PLANNED UNIT DEVELOPMENT - DEVELOPMENT STAGE/COMPREHENSIVE PLAN AMENDMENT - HUMMINGBIRD FLORAL, 4001 RICE STREET

Presentation by City Planner Kathleen Castle

The property is located on the corner of Rice Street and Hodgson Road with a driveway access to both streets. Adjacent land is zoned for high and low density residential and commercial. The

building at 4001 Rice Street is 5400 square feet with 2400 square feet designated for Office and 3000 square feet designated for residential. Off-street parking provides 25 parking spaces. The property was rezoned to Planned Unit Development (PUD) from Office in 2012.

The proposal is to convert the main level to retail, flower production and preparation, office and office-related uses. The exterior will stay the same but allow limited outdoor display along the existing walkway. A Comprehensive Plan Amendment to the PUD is needed to change the use from Office to Commercial.

The site complies with development standards. Through the PUD, staff would recommend that retail uses be controlled to low intensity uses as there is limited opportunity to expand parking. Any change of use or change of occupancy would require an amendment to the PUD.

Property owners within 350 feet were notified of the proposal. One response was received expressing concern about taxes and local traffic. Two comments in support were received. At its last meeting, the Planning Commission recommended approval on a 6 to 0 vote. The Commission required that permitted uses be better defined in the final PUD Development Agreement and that any change of use or occupancy require a PUD Amendment. Staff is recommending approval with proposed low intensity retail that would be compatible with surrounding land uses.

Mayor Martin asked if there are criteria for low intensity commercial uses. Ms. Castle responded that permitted uses would be identified in the Development Agreement, which will not occur until Final Development stage approval. Provision for change of use or change of occupancy would be in the Development Agreement.

Councilmember Quigley stated that low intensity works because of access and the amount of parking available. He noted that this site is a very visible location for retail.

Councilmember Wickstrom asked if there is an issue with parking available in back while the entrance is in front. **Ms. Katie Ross** stated that she is representing the applicant, Lugene Olson. She responded that there is a back door to the shop where customers can enter from the parking area. There will not be a full outdoor display in front but decorative items, such as hanging baskets to make the store look attractive.

MOTION: by Councilmember Johnson, seconded by Councilmember Wickstrom, to adopt Resolution No. 14-10 and approve the following requests submitted by Lugene Olson, Hummingbird Floral and Gifts, to convert the existing mixed use office/residential building at 4001 Rice Street to a retail use. Said approval is based on the following conditions:

Comprehensive Plan Amendment

1. The amendment changes the land use designation from O, Office to C, Commercial.
2. Review and approval of the amendment by the Metropolitan Council.
3. The amendment will not be effective until the City grants approval of the PUD-Final Stage request, and the required agreements are executed.

Planned Unit Development - Development Stage

1. The PUD permits the use of this property as C, Commercial for a retail and gift store. Any future change of use or occupancy requires an amendment to the PUD.
2. Vehicles used for the retail use may be parked outside. The maximum number of vehicles permitted is one.
3. The structure and uses must comply with the Building Code. A Building Permit is required prior to commencing any remodeling work.
4. The property owner shall enter a PUD - Development Agreement prior to occupancy of the building. The Development Agreement shall identify low intensity retail uses that would be permitted in the building, prohibited uses and change of use or occupancy.

This approval is based on the following findings:

1. The proposed plan supports the policies stated in the Comprehensive Plan related to land use and economic development.
2. The proposed development plan will not adversely impact the planned land use of the surrounding property provided the intensity of commercial uses is limited through the PUD.

Discussion:

Councilmember Withhart asked the meaning of “determine means of egress” from the upper loft area as mentioned in the memo from the Lake Johanna Fire Department. Ms. Castle explained that the space is planned to be used as storage. However, if in the future customers are allowed to go to that area, there are certain egress requirements.

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

WIRELESS TELECOMMUNICATIONS FACILITY PERMIT; CROWN CASTLE, 4614 N. VICTORIA STREET

Presentation by City Planner Kathleen Castle

Crown Castle USA and Verizon Wireless LLC are applicants for a wireless telecommunications facility permit. Currently, Verizon has a ground lease with the City for a monopole located on the Maintenance Center property. The proposal is to add infrastructure, which includes antennas and a 12-foot by 30-foot equipment shelter that includes an emergency power generator. The property is zoned R1. This use is permitted as part of Telecommunications Overlay District 2.

The Development Code establishes standards for wireless telecommunications facility permits. The proposal meets the development standards. Emissions must comply with FCC emissions standards; testing will be done by the City’s consultant to verify compliance. The proposed generator may only be used for emergency power, routine testing and maintenance.

Property owners within 350 feet were notified of the proposal. Two callers support the proposal and believe wireless service will be improved. Ramsey County Parks staff expressed concern regarding potential impact to construction on the ice arena site. However, the installation of this facility is on a separate site from the County ice arena site. Xcel Energy noted there is an underground gas line that needs to be precisely located prior to construction. The Department of Public Works has indicated that the ground lease area will not cause operational problems to City infrastructure.

The Planning Commission reviewed the application at its January 28th meeting and recommended approval on a 6 to 0 vote.

The site lease agreement includes an access easement and utility easement. The lease term is five years with three 5-year renewal terms, as is consistent with other leases. The annual rent will be \$14,500, with an annual rent escalator of 5% beginning in 2015. Staff recommends approval with the conditions listed in the staff report.

Quigley asked, with the various transmissions from this site, if the City is 4G at this point. City Manager Schwerm responded that one condition is that an RF study is required to be sure there is no interference with any of the signals used at the site. There is a move toward 4G throughout the City.

Councilmember Withhart noted that this is an excellent location on City property and not near a residential neighborhood, and it brings in revenue for the City.

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to approve the Wireless Telecommunications Facility Permit (WTFP) application for Verizon Wireless/Crown Castle USA for facilities within a leased area at the Crown Castle monopole, 4615 Victoria Street, and to authorize the execution of the ground lease for this site, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. Minor changes to the Site Lease Agreement shall be reviewed and approved by the City Attorney. Any significant changes, as determined by the City Attorney, will require review and approval by the City Council.
3. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
4. This approval is contingent upon the City Council authorizing the lease with Verizon Wireless LLC, including the 20 by 30-foot equipment site, and easements for ingress and egress and utilities.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. Verizon shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall test RF emissions.

- 6. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 10:00 a.m. and 5:00 p.m. CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).
- 7. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

This approval is based on the following findings of fact:

- 1. Is located in the TOD-2 where monopoles with a maximum 75-foot height are a permitted use.
- 2. Complies with the adopted City standards for Wireless Telecommunications Facilities, as specified in Section 207.040 of the Municipal Code.

ROLL CALL: Ayes: Quigley, Wickstorm, Withhart, Johnson, Martin
 Nays: None

ADJOURNMENT

MOTION: by Councilmember Withhart, seconded by Councilmember Johnson to adjourn the meeting at 7:40 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE ___ DAY OF _____ 2014.

Terry Schwerm
City Manager

SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

Meeting Minutes

January 21, 2013

ROLL CALL

Chair Josh Wing called the meeting to order at 7:30 a.m. with the following members present: Jim Gardner, Dave Lukowitz, Dave Kroona, Jason Schaller and Jonathan Weinhagen. Members Sue Denkinger, Gene Marsh and Jeff Washburn had excused absences.

Assistant City Manager/Community Development Director Tom Simonson, and Economic Development and Planning Technician Niki Hill were also in attendance.

The Commissioners welcomed new member Jason Schaller to the EDC.

ACCEPTANCE OF AGENDA

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

Vote: 6 AYES 0 NAY

ELECTION OF CHAIR AND VICE CHAIR

There was a consensus among the members present to wait until the next meeting to decide on the 2014 Chair and Vice Chair due to the 3 member absences.

APPROVAL OF MINUTES

Commissioner Weinhagen, seconded by Commissioner Gardner, moved to approve the minutes of December 17 with the added correction suggested by Commissioner Washburn to precede the vote on recommending the appointment of Jason Schaller:

There was a poll taken of commissioners on who they felt was the best qualified candidate.

INFORMATION EXCHANGE

Member Sharing of Information

The member sharing opened with a general question to commissioners on whether they have any comments on the Rainbow Foods article provided indicating there will be several closing in the Twin Cities. Commissioner Weinhagen started by asking how big the site is and how it could be repurposed. Simonson stated that it is about a 10 acre site and that if something were to happen to this store the question would really become whether the site is better for re-use or redevelopment. Chair Wing wanted to know if it was leased or owned because of the impacts that could have. Simonson responded that Rainbow did not own the land as far the City was aware, but leases the property.

Commissioner Kroona asked if the City had any idea of how Trader Joe's is doing. The consensus was that it seemed to be doing well so far. The traffic in the area has seen much improvement since the start of the project. Commissioner Lukowitz noted that even the Five Guys Burgers in the new Red Fox retail center was still very busy. Simonson said he spoke recently to the store manager who indicated they have been extremely pleased with the heavy business.

Commissioner Lukowitz shared that the Historical Society will be giving a background of the Kozlak's property on Monday, January 27th at 7 pm if anyone is interested in hearing more information about it. Chair Wing then asked if the proposed development there was a go or not. Simonson stated that it has gone through the preliminary plan approval. At this point they will not break ground until 60% of the units are sold, but the developer United Properties says they have had a lot of interest since kicking off their marketing of the project.

Staff Information

Simonson stated that the City Council approved the three re-appointments of Jim Gardner, Dave Kroona, and Dave Lukowitz to new three-year terms.

Recent Council and Planning Commission Actions/Agenda Items

Hummingbird Floral has an agreement to purchase the House of Dreams property at Rice Street/Gransie Road and has submitted a PUD application with hopes to open this coming spring. The City will be supportive of the change in use with this building/property.

Chair Wing asked the status of the Pulte homes development in northern Shoreview off of Lexington. Simonson stated that Pulte received preliminary approvals and will most likely start utilities and road construction this spring.

Zawadski Homes has also taken a 10 home subdivision located just north of North Owasso Boulevard near Soo Street on the Osterbaur property through the PUD concept stage for feedback from the Planning Commission and Council.

City Property Update

Commissioner Gardner asked Simonson for an update on the recently acquired City property at 3339 Victoria Street. A summary of the neighborhood meeting that was held with the Greater Metropolitan Housing Corporation to discuss the option of adding 3 new affordable houses on the lot was given, along with the concerns from the neighborhood. The EDA has now given direction to look at the option of selling the lot to a private developer for either a combination of affordable and market rate housing or complete market rate housing of one or possibly two lots. Staff is meeting with local builders to determine interest and will report back to the EDA. The City has demolished the structures on the property and will completion site restoration in the spring.

EDA Update

The Highway Corridor Transition Study is taking place and HKGI has recently come back with some preliminary concepts. They presented to the EDA and City Council in their December meeting looking for the feasibility of development/redevelopment of certain key areas and whether or not the target areas needed to be altered slightly. Feedback was given and HKGI will come back to the City to perform a charrette with other key agencies on their concepts. Chair Wing wanted to stress that multiple factors will have an effect on what, if anything, the City can do. Commissioner Kroona mentioned we should make sure to incorporate what is going on in Vadnais Heights in our plans near Rice Street and I-694. Wing also wanted to reiterate there should be some clarity in the driving force of these potential projects and if the City is paying for it, with transparency being paramount.

Simonson said that the purpose of the study is to get a better understanding of current conditions and future factors that may impact residential properties along these busy corridors. The objective is to identify transition areas that may change over time and develop land use strategies to prepare and manage any proposed change which will be driven by the private sector and market. Simonson said that if any results of the study suggest changes to the Comprehensive Plan that would involve developing or refining policy development areas and public input. The EDC will be included in study process for review and comment.

GENERAL BUSINESS

Business and Development News

Simonson reported that the City has been approached by several local companies that may have significant needs for expansion but there are challenges with each of them. In most cases the biggest issue is the need for additional property to accommodate expansion either through land acquisition or relocation. He added that the EDC has discussed an analysis to address these challenges and prioritize how they can help to facilitate these expansions while keeping them within the City, if possible.

Update on Legislation Seeking Extension of Tax Increment District No. 1

Simonson stated that Mron Frans, the Commissioner of Revenue for Governor Dayton, was given a tour business development in Shoreview as part of the efforts for special legislation to extend expiring TIF District 1. The tour included stops at PaR Systems and TSI, Inc to discuss recent expansions that Shoreview assisted with the use of TIF 1 funds, as visit with Westinghouse (formerly PaR Nuclear) officials on their expansion needs and how the City may help. The Commissioner was impressed with what the businesses were doing and how the City has helped them meet their expansion needs.

Review / Update EDC Work Plan for 2014-2015

Simonson stated that the recent BRE visits the past year were very successful and staff will begin to arrange to schedule visits companies added to the list. There was a brief discussion of the work plan over the last year and whether there is anything that should be updated or added into the plan. It was felt there was need for further discussion of this in the future, or perhaps even a goal-setting meeting. Chair

Wing agreed that there needs to be prioritization of the list with the TCAAP unknowns and their potential affects. Commissioner Weinhagen noted that item #4, the small business workshop did not happen and the St. Paul Chamber would be willing to look into co-hosting a session on a topice with a significant discount. He said they successfully hosted a business series at Deluxe which was well attended.

ADJOURNMENT

Commissioner Lukowitz, seconded by Commissioner Kroona, moved to adjourn the meeting at 9:05 a.m.

Vote: 6 AYES 0 NAYS

SHOREVIEW BIKEWAYS & TRAILS COMMITTEE

Meeting Minutes

February 6, 2014

1. CALL TO ORDER

The meeting was called to order at 7:00 p.m.

2. ROLL CALL

Members Present: Keith Severson, Judd Zandstra, Mark Stange, Craig Mullenbach, Jay Martin, Ted Haaf

Members Absent: Craig Francisco, Muriel Zhou

Guests: Walker Angell

City Staff: Charlie Grill

3. APPROVAL OF AGENDA

The committee agreed and approved the updated agenda.

4. APPROVAL OF MEETING MINUTES

The minutes of the December 5, 2013 meeting were reviewed and approved by consensus of the Committee.

5. COMMITTEE DISCUSSION ITEMS

The meeting began with welcoming our new member Ted Haaf. Ted spoke briefly about his history and interest in biking as well as the Shoreview's trail system. The committee also welcomed guest, Walker Angell. Mr. Angell mentioned he had no agenda items to add but wanted to listen and watch. Charlie then briefly reviewed the Public Works January monthly report.

The committee began to discuss improvements and ideas for this year's Tour de Trails event and Slice booth. It began with reviewing the purpose of these events and the details of planning and implementing these events. This served as a great update for new members and helped with brainstorming new ideas.

A recurring idea was to have bike experts do demonstrations of different bike skills or bike maintenance and repair. This would require room outside of the tent. Charlie will be following up with SLICE to request a curb side booth which would allow some over

flow. Charlie will also be double checking to ensure that additional bike racks are located on the Slice map.

In an effort to encourage other trail users such as walkers, runners and rollerbladers, the committee came up with an idea of having a Walk of the Year map. This map would be handed out at the Slice booth and be located on the website as well. It would highlight remote or unknown trails and would form a loop. This would serve as an addition effort to help residents see all that Shoreview has to offer.

As an added agenda item from Judd, the committee briefly discussed applying for the Walk Friendly Community award. It was decided that this topic needed more time to be discussed in depth and would be revisited at the next meeting.

The meeting was adjourned at 8:05 PM.

Memorandum

To: Mayor and City Council Members
Cc: City Manager Terry Schwerm
From: Tom Simonson
Assistant City Manager and Community Development Director
Date: February 14, 2014
Re: Monthly Report
– Administration Department
– Community Development Department

Planning and Zoning

Planning Commission – The Planning Commission has one meeting this month on February 28th. Items on the agenda include a residential design review/variance for an addition onto a home located on Turtle Lake, and the continuation of a variance request for a detached garage on Lois Drive that was tabled at the last meeting. If time permits, a workshop may be held after the regular meeting to update the Commission on the City's redevelopment of recently purchased property at 3339 Victoria Street, update on the Highway Corridor Transition Study, and discussion of housing code amendments and policies related to the Planning Commission.

Highway Corridor Transition Study – Staff met with HKGi (Hoisington Koegler Group, Inc), our planning consulting firm during a half-day long "charrette" to review the 5 focus areas and land use concepts for the corridors included in the study. Once the draft land use concepts have been refined and developed, we expect them to be presented at a joint meeting or series of meetings with the EDA, City Council, and Planning Commission in March or April. A draft Land Use Plan will then be prepared with one or more concepts for each corridor to serve as the basis for the identifying implementation strategies. These strategies will then be presented to the EDA and Council at a later date. Outcomes of the study and strategies will eventually lead to developing land use policies in the Comprehensive Plan and involve a public review process.

Quiet Zone and Rail Operations Study – Results of the Quiet Zone and Rail Operations Study completed by SEH, Inc. were presented to the City Council at their February 10th workshop. Staff is working with SEH to continue work on establishing a quiet zone for the east-west corridor through Shoreview called the Paynesville subdivision.

Economic Development Authority

The EDA has recently been focused on the following issues relating to their work plan:

- **City Property at 3339 Victoria Street** – The City has nearly completed the clean-up and demolition work by the contracting firm hired to tear-down the house and garage, cap/seal wells on the site, and restore the City-purchased property. Cold weather has delayed the removal of the wells and site restoration but the buildings have been leveled and most debris removed.

City staff reviewed the results of the neighborhood meeting in a joint discussion with the City Council and EDA earlier in January, and received direction to explore other options for sale and development of single-family housing on the property. During the past several weeks, the staff contacted a number of qualified and respected local home builders and developers to discuss the subject property and determine interest. Based on the strong interest, given both limited land availability in Shoreview and the strengthening housing market, it was decided that distribution of a Request for Proposals seeking purchase offers and concept development plans would be advantageous to the City. Staff is preparing an RFP to send to interested parties and will review the results with the EDA and City Council. Any formal development proposal will require a public review process and approvals through the Planning Commission and Council.

- **TIF Legislation** – Since the EDA and City Council both took formal action earlier this year authorizing the City to pursue possible special legislation to extend Tax Increment District No. 1, set to expire in 2014, staff has been working with our legal advisors and consultants in preparing information in support of the request. The extension is a major goal as part of overall strategic plan to ensure the City has sufficient resources to achieve business expansion, redevelopment and housing goals in the coming years.

Led by Mayor Martin, the City's team has had meetings with our local legislative delegation (sponsors of the bill), the School District 621 school board, and Ramsey County representatives, and Legislature leadership, and the State Commissioner of Revenue. All have expressed support for the City's economic development efforts and the purpose of the extension legislation. The goal is to secure resolutions of support in advance of the legislative session along with letters of support from businesses the City has assisted and the area Chambers of Commerce. A bill has been introduced in both the House and Senate, and it is looking favorable that the special legislation will be considered in this upcoming 2014 session of the State Legislature.

- **Hoarding Response Plan** – In follow-up to the EDA adoption of a Hoarding Response Plan for major housing and maintenance code violations, the City staff is also working with the Minnesota Hoarding Project on a pilot project along with the MN Hoarding Task Force and Ramsey County. The goal is to create a protocol for a community response to hoarding disorder that includes a consistent and safe response for residents, first responders and the public. Each organization has identified desired outcomes which will serve as guidelines for future evaluation. Shoreview's outcomes include the following:
 - 1) Develop a coordinated and effective response plan involving key agencies by March, 2014
 - 2) Create a resource packet for first responders and residents by March, 2014.
 - 3) Link and provide residents with the necessary support services and skills to achieve long term compliance with the City's property maintenance, housing and fire codes.
 - 4) Revise the City's property maintenance and housing code to better address unique housing conditions associated with hoarding by April 2014.
 - 5) Advertise the project through City media outlets.

Economic Development Commission

The Economic Development Commission has been reviewing and updating their work plan priorities, which include continued focus on business retention and building relationships with the local business community.

- **BRE Program** – This year the direction of both the Council and EDC was to expand the personal business visits to the next level of emerging companies identified as having the potential for growth in the community. BRE teams consisting of EDC, Council, and City staff members have recently visited these local companies: Promet International, American Metro, Allied Generators, and Hed Cycling. These BRE visits have proven to be very beneficial to the City and well received from the business community. The goal is to have at least 6 BRE visits completed this year.
- **Business Development** – Directly related to the BRE Program goals is the growing challenge for the City to assist and support with the retention and expansion of our key businesses, especially with limited land availability. If successful, the efforts to extend TIF District No. 1 should provide the City with financial resources to continue to help with economic growth of our tax base and jobs in the coming years. However, another component to supporting local business growth is the need in some cases for additional property to support expansions. The EDC has recently noted this as a topic area that should be further explored with the EDA in order to develop more specific strategies and prioritization of “highest and best uses” especially in some of our redevelopment areas and strategically plan on how the City can accommodate continuing growth of our key businesses when faced with limited land availability.
- **Business Newsletter** – Staff is also working on the re-launching of a new and improved *Business Matters* newsletter, with guidance from the EDC, which we anticipate doing twice a year beginning in the first quarter of 2014.
- **Economic Gardening** – The new Economic Gardening regional network is now underway in a series of workshops that includes participation from 7 Shoreview businesses including: American Metro, Hed Cycling, Lion Precision, Mead Metals, Multi-Clean, Nardini Fire Equipment, and Promet International. The new pilot “Economic Gardening” program is a joint effort by five metro area counties including Ramsey County. A Regional Economic Gardening Network has been established that would develop methods and resources to assist and support growing emerging businesses in the Twin Cities region. Feedback received so far from several local companies indicate that the program has been informative and beneficial.
- **EDC/EDA Joint Meeting(s)** – The EDC and EDA have both set a goal to meet jointly at least twice a year to coordinate work plans priorities and major goals for economic development and business retention. The first joint meeting is tentatively planned for March.

Housing and Code Enforcement Activity

- **Rental Licensing** – There have been 551 General Dwelling Unit rental licenses (GDUs are single-family homes, townhouses, condominiums) issued so far for the 2014 licensing year. In addition, all 8 Multi-Family Unit complexes have renewed their rental licenses. New GDU license applications are expected throughout the year as properties are converted and the owners apply for licenses. Staff will also remain active in identifying rental properties that have not been licensed.

Inspections of all eight MFU complexes began on 2/11 and will be completed by 3/13. Approximately 1/3 of the dwelling units within each of the complexes are inspected for compliance with the City’s housing and property maintenance code. This year will be the

first time interior common areas will be inspected based on changes to our Housing Maintenance Ordinances. These MFU inspections are coordinated with the Fire Marshal from the Lake Johanna Fire Department, who inspects the common areas of these complexes to ensure Fire Code standards are being met. Inspection for GDU units will begin in April and will be geographically scheduled by neighborhood throughout the City and conducted every other week into fall.

- **Code Enforcement** – There were 26 new code enforcement cases opened in the past month. The table below summarizes the status of code enforcement activity:

Year	Total Cases	Cases Open	Cases Closed
2014	32	30	2
2013	155	60	95

City and Lake Johanna Fire Department staff are also continuing to work with three homeowners who were previously notified of property maintenance, housing and fire code violations and entered into compliance agreements with the City. Per our agreements with these homeowners, the City and Lake Johanna Fire Department staff has the authority to conduct follow-up inspections to ensure compliance to the City's ordinances and Fire Code. Staff is working with The Minnesota Hoarding Task Force to determine how to better address these cases. One of the homeowners has started to seek to receive counseling from this non-profit organization.

The City also received a new complaint regarding another potential hoarding situation which Ramsey County Sheriff's Office became aware of due to a welfare check. City staff and a County social worker conducted a "stop and knock" at the home and the homeowner allowed entry. The homeowner's furnace was out of order and the home was being heated with space heaters. Hoarding conditions were also observed inside of the home. The homeowner qualified for energy assistance from the County and the furnace has since been repaired. The agency response team will work with the homeowner to bring the interior of the home into compliance with Housing Maintenance and Fire Codes.

Other News and Information

- Attached is the monthly services report from the HousingResource Center for January 2014.
- Attached is the monthly building permit activity report from the Building Official for January 2014.

**CITY OF SHOREVIEW
BUILDING INSPECTOR MONTHLY REPORT
COMPARISON OF YEAR 2014 WITH 2013**

	2014		2014		2013		2013	
	JANUARY PERMITS	2014 VALUATION	TO DATE PERMITS	2014 VALUATION	JANUARY PERMITS	2013 VALUATION	TO DATE PERMITS	2013 VALUATION
DWELLINGS			0	\$0	1	\$995,000	1	\$995,000
TOWNHOMES			0	\$0			0	\$0
ADDITIONS	2	\$131,000	2	\$131,000	2	\$83,000	2	\$83,000
GARAGES			0	\$0			0	\$0
MISCELLANEOUS	27	\$220,857	27	\$220,857	22	\$300,599	22	\$300,599
APARTMENTS			0	\$0			0	\$0
OFFICES			0	\$0			0	\$0
RETAIL			0	\$0			0	\$0
INDUSTRIAL/WAREHOUSE	1	\$80,000	1	\$80,000			0	\$0
PUBLIC BUILDINGS			0	\$0			0	\$0
COMMERCIAL ADDITIONS			0	\$0			0	\$0
COMMERCIAL ALTER	1	\$5,000	1	\$5,000	7	\$163,600	7	\$163,600
TOTAL	31	\$436,857	31	\$436,857	32	\$1,542,199	32	\$1,542,199

CC: CITY MANAGER
DIR. COMMUNITY DEV
MAYOR

Housing Resource Center - NorthMetro City of Shoreview Monthly Status Report July 1, 2001 - January 31, 2014

	July- '01		Jan- '02		Jan- '03		Jan- '04		Jan- '05		Jan- '06		Jan- '07		Jan- '08		Jan- '09		Jan- '10		Jan- '11		Jan- '12		Jan- '13		Jan- '14		Jan- '14		Jan- '14		Jan- '14		Yr-to-Date			
	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	Jan	Dec	
Number of Calls	43	208	589	168	170	240	275	171	130	271	141	101	152	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,670
MHFA Fix Up Fund/Rehab																																						
Loan Applications Rec'd	0	6	1	8	6	6	5	3	3	5	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	47	
Loans Closed	0	5	1	5	3	0	3	2	1	5	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	27	
Shoreview Home Improvement Loan																																						
Loan Applications Rec'd										6	5	2	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	
Loans Closed										5	5	1	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	
Ramsey County Deferred Loan																																						
Loan Applications Rec'd	0	0	3	3	2	0	2	3	1	5	1	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	
Loans Closed	0	0	2	0	0	1	1	1	1	2	4	2	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	
Construction Consultation Report																																						
Consultation Phone or Walk-in	5	37	14	57	69	72	123	108	71	108	65	41	117	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	889
Site Visits	0	25	31	51	31	58	88	67	43	78	47	28	91	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	641	
Scopes & Inspections	5	31	57	8	0	2	2	2	3	3	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	117	
Total SERVICES Provided	53	312	698	300	281	379	499	357	253	488	268	179	387	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,470	

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

TO: Terry Schwerm, City Manager

FROM: Fred Espe, Finance Director

DATE: February 11, 2014

RE: Monthly Finance Report

Tax Collections

The County remitted final 2013 property tax and assessment collections to Shoreview in late January. As shown in the summary table below, total current tax collections equal 99.3% of the 2013 levy (compared to 99.0% in 2012). Once delinquent collections and refunds are considered, total collections are 99.7% of the levy (compared to 98.5% in 2012). This is a very favorable indicator for the City.

Fund Description	2013 Tax Collections						Adopted Levy	Percent Collected	
	Current	Delinquent	Excess TIF	Mobile Home	Fiscal Disparity	Total Collections		Current	Total
General	\$ 6,013,463	\$ 7,678	\$ 20,214	\$ 5,623	\$ 576,744	\$ 6,623,722	\$ 6,639,567	99.3%	99.8%
EDA	54,342	52	-	47	5,212	59,653	60,000	99.3%	99.4%
HRA	68,067	18	-	55	6,373	74,513	75,000	99.3%	99.4%
2004 CIB Bonds	129,515	172	-	123	12,422	142,232	143,000	99.3%	99.5%
2006 Street Bonds	210,123	277	-	198	20,153	230,751	232,000	99.3%	99.5%
2013 Street Bonds	114,118	-	-	76	10,945	125,139	126,000	99.3%	99.3%
Closed Bonds	-	45	-	10	-	55	-		
2002 Impr Bonds	-	58	-	12	-	70	-		
2006 Impr Bonds	-	11	-	2	-	13	-		
Street Renewal	769,846	932	-	709	73,835	845,322	850,000	99.3%	99.4%
GFA Revolving	1,132,126	1,410	-	1,051	108,581	1,243,168	1,250,000	99.3%	99.5%
Capital Impr	108,684	127	-	99	10,424	119,334	120,000	99.3%	99.4%
Central Garage	166,649	204	-	154	15,983	182,990	184,000	99.3%	99.5%
Total City	\$ 8,766,933	\$ 10,984	\$ 20,214	\$ 8,159	\$ 840,672	\$ 9,646,962	\$ 9,679,567	99.3%	99.7%

Tax Increment Collections

Tax increment collections are at 100% for all districts except the TIF District #1 and #5, where value reductions resulted in property tax refunds. Even after the refunds for a portion of TIF District #1 and #5, the total collection rate remains a very favorable 98.2% of total expected collections.

2013 TIF Collections				
	Current	Total TIF Collections	Expected Collections	Percent Collected
TIF #1-Deluxe	\$ 959,377	\$ 959,377	\$ 975,380	98.4%
TIF #2-City Center	534,760	534,760	534,771	100.0%
TIF #4-Scandia Shores	105,210	105,210	105,210	100.0%
TIF #5-Shvw Mall	183,841	183,841	202,873	90.6%
TIF #6-Gateway	99,586	99,586	99,584	100.0%
Total TIF Revenue	<u>\$ 1,882,774</u>	<u>\$ 1,882,774</u>	<u>\$ 1,917,818</u>	98.2%

General Fund Surplus

Each year, as part of the annual closing process, staff reviews activity in the General fund to determine required transfers out for the year (per the fund balance policy). City policy requires that any General fund balance in excess of the combined working capital and unanticipated event allocations be transferred to another fund (subject to Council approval), or be designated for a special purpose within the General fund.

Preliminary information for 2013 indicates that the General fund surplus could amount to between \$200,000 and \$225,000. This amount would be available to transfer out of the General Fund, and is a very positive indicator for the City.

Staff will explore options for the surplus as final audit work nears completion. During the past few years the City Council has either transferred the general fund surplus to our closed debt service fund to reduce future debt levies, or to our capital replacement funds (street renewal or fixed asset revolving fund). Staff will provide a recommendation prior to the completion of the annual audit when the City Council is asked to approve final 2013 transfers between funds.

Audit Preparation

Over the next 6 weeks finance staff members will complete year-end closing work papers and adjusting entries in preparation for final audit work (scheduled to begin the first week in April). Staff anticipates issuing the financial report in late May.

Monthly Report

Attached is the monthly report for January of 2014. It is important to note that most of the bills paid in January of each year are for the previous year and therefore are not reflected in this monthly report. This causes January expenses to be low in comparison to other months.

General Fund
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	6,837,154		6,837,154		
Licenses & Permits	324,500	29,144	295,356	8.98	14.43
Intergovernmental	188,622		188,622		
Charges for Services	1,303,110	26,468	1,276,642	2.03	2.18
Fines & Forfeits	52,800	250	52,550	.47	.80
Interest Earnings	45,000		45,000		
Miscellaneous	26,108	1,088	25,020	4.17	4.88
TOTAL REVENUES	8,777,294	56,951	8,720,343	.65	.88
EXPENDITURES					
General Government					
Administration	539,688	30,091	509,597	5.58	7.50
Communications	209,370	3,945	205,425	1.88	13.87
Council & commiss	145,385	3,346	142,039	2.30	41.80
Elections	39,559		39,559		
Finance/accounting	559,990	30,485	529,505	5.44	5.78
Human Resources	278,161	12,471	265,690	4.48	4.93
Information systems	334,900	61,336	273,564	18.31	12.81
Legal	120,000		120,000		
Total General Government	2,227,053	141,674	2,085,379	6.36	10.17
Public Safety					
Emergency services	7,973	175	7,798	2.19	3.67
Fire	1,023,220	510,978	512,242	49.94	49.93
Police	1,969,030		1,969,030		8.77
Total Public Safety	3,000,223	511,152	2,489,071	17.04	22.96
Public Works					
Forestry/nursery	132,243	930	131,313	.70	2.18
Pub Works Adm/Engin	460,442	26,525	433,917	5.76	5.41
Streets	837,694	24,197	813,497	2.89	3.40
Trail mgmt	126,347	2,687	123,660	2.13	2.49
Total Public Works	1,556,726	54,340	1,502,386	3.49	3.85
Parks and Recreation					
Municipal buildings	127,775	1,077	126,698	.84	1.06
Park Maintenance	1,200,912	41,348	1,159,564	3.44	3.85
Park/Recreation Adm	397,368	21,326	376,042	5.37	6.37
Total Parks and Recreation	1,726,055	63,750	1,662,305	3.69	4.16
Community Develop					
Building Inspection	155,715	6,341	149,374	4.07	11.95
Planning/zoning adm	434,522	24,536	409,986	5.65	5.75
Total Community Develop	590,237	30,877	559,360	5.23	7.45

General Fund
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
TOTAL EXPENDITURES	9,100,294	801,793	8,298,501	8.81	11.90
OTHER					
Transfers In	692,000	13,333	678,667	1.93	1.85
Transfers Out	-369,000	-19,917	-349,083	5.40	4.69
TOTAL OTHER	323,000	-6,583	329,583	-2.04	-9.15
Net change in fund equity		-751,426	1,449,592		
Fund equity, beginning		4,651,862			
Fund equity, ending		3,900,436			
Less invested in capital assets					
Net available fund equity		3,900,436			

Recycling
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	66,000		66,000		
Charges for Services	493,500		493,500		
TOTAL REVENUES	559,500		559,500		
EXPENDITURES					
Public Works					
Recycling	529,569	1,303	528,266	.25	.32
Total Public Works	529,569	1,303	528,266	.25	.32
TOTAL EXPENDITURES	529,569	1,303	528,266	.25	.32
Net change in fund equity	29,931	-1,303	31,234		
Fund equity, beginning		209,810			
Fund equity, ending		208,507			
Less invested in capital assets					
Net available fund equity		208,507			

STD Self Insurance
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	7,500	632	6,868	8.43	8.59
Interest Earnings	450		450		
TOTAL REVENUES	7,950	632	7,318	7.95	7.95
EXPENDITURES					
Miscellaneous					
Short-term Disab	8,000		8,000		
Total Miscellaneous	8,000		8,000		
TOTAL EXPENDITURES	8,000		8,000		
Net change in fund equity	-50	632	-682		
Fund equity, beginning		42,728			
Fund equity, ending		43,360			
Less invested in capital assets					
Net available fund equity		43,360			

Community Center
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	2,431,850	257,716	2,174,134	10.60	9.94
Interest Earnings	8,000		8,000		
Miscellaneous	13,000		13,000		
TOTAL REVENUES	2,452,850	257,716	2,195,134	10.51	9.90
EXPENDITURES					
Parks and Recreation					
Community center	2,667,676	102,194	2,565,482	3.83	4.11
Total Parks and Recreation	2,667,676	102,194	2,565,482	3.83	4.11
TOTAL EXPENDITURES	2,667,676	102,194	2,565,482	3.83	4.11
OTHER					
Transfers In	339,000	28,250	310,750	8.33	8.33
TOTAL OTHER	339,000	28,250	310,750	8.33	8.33
Net change in fund equity	124,174	183,773	-59,599		
Fund equity, beginning		1,098,214			
Fund equity, ending		1,281,987			
Less invested in capital assets					
Net available fund equity		1,281,987			

Recreation Programs
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	1,460,213	62,423	1,397,790	4.27	4.80
Interest Earnings	4,200		4,200		
Miscellaneous		20	-20		
TOTAL REVENUES	1,464,413	62,443	1,401,970	4.26	4.78
EXPENDITURES					
Parks and Recreation					
Adult & youth sports	96,256	1,364	94,892	1.42	4.84
Aquatics	151,242	3,660	147,582	2.42	4.45
Community programs	102,662	6,100	96,562	5.94	7.78
Drop-in Child Care	61,751	2,683	59,068	4.35	5.08
Fitness Programs	209,023	9,755	199,268	4.67	5.04
Park/Recreation Adm	387,969	14,323	373,646	3.69	5.42
Preschool Programs	113,540	4,630	108,910	4.08	9.00
Summer Discovery	206,689	-17	206,706	-.01	.38
Youth/Teen	36,621	3,597	33,024	9.82	10.85
Total Parks and Recreation	1,365,753	46,096	1,319,657	3.38	4.98
TOTAL EXPENDITURES	1,365,753	46,096	1,319,657	3.38	4.98
OTHER					
Transfers In	70,000		70,000		
Transfers Out	-100,000	-8,333	-91,667	8.33	8.33
TOTAL OTHER	-30,000	-8,333	-21,667	27.78	66.67
Net change in fund equity	68,660	8,014	243,980		
Fund equity, beginning		788,891			
Fund equity, ending		796,905			
Less invested in capital assets					
Net available fund equity		796,905			

Cable Television
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	314,000		314,000		
Interest Earnings	1,600		1,600		
Miscellaneous	1,200	100	1,100	8.33	8.33
TOTAL REVENUES	316,800	100	316,700	.03	.03
EXPENDITURES					
General Government					
Cable television	149,587	1,906	147,681	1.27	.68
Total General Government	149,587	1,906	147,681	1.27	.68
TOTAL EXPENDITURES	149,587	1,906	147,681	1.27	.68
OTHER					
Transfers Out	-160,000	-13,333	-146,667	8.33	8.20
TOTAL OTHER	-160,000	-13,333	-146,667	8.33	8.20
Net change in fund equity	7,213	-15,140	315,686		
Fund equity, beginning		183,250			
Fund equity, ending		168,110			
Less invested in capital assets					
Net available fund equity		168,110			

Econ Devel Auth/EDA
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	80,000		80,000		
TOTAL REVENUES	80,000		80,000		
EXPENDITURES					
Community Develop					
Econ Development-EDA	71,007	2,673	68,334	3.76	5.09
Total Community Develop	71,007	2,673	68,334	3.76	5.09
TOTAL EXPENDITURES	71,007	2,673	68,334	3.76	5.09
Net change in fund equity	8,993	-2,673	11,666		
Fund equity, beginning		201,488			
Fund equity, ending		198,815			
Less invested in capital assets					
Net available fund equity		198,815			

HRA Programs of EDA
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	90,000		90,000		
TOTAL REVENUES	90,000		90,000		
EXPENDITURES					
Community Develop					
Housing Programs-HRA	81,371	3,448	77,923	4.24	2.67
Total Community Develop	81,371	3,448	77,923	4.24	2.67
TOTAL EXPENDITURES	81,371	3,448	77,923	4.24	2.67
Net change in fund equity	8,629	-3,448	12,077		
Fund equity, beginning		76,177			
Fund equity, ending		72,729			
Less invested in capital assets					
Net available fund equity		72,729			

Liability Claims
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Interest Earnings	2,100		2,100		
Miscellaneous	30,000		30,000		
TOTAL REVENUES	32,100		32,100		
EXPENDITURES					
Miscellaneous					
Insurance Claims	32,000	491	31,509	1.53	2.17
Total Miscellaneous	32,000	491	31,509	1.53	2.17
TOTAL EXPENDITURES	32,000	491	31,509	1.53	2.17
Net change in fund equity	100	-491	591		
Fund equity, beginning		235,461			
Fund equity, ending		234,970			
Less invested in capital assets					
Net available fund equity		234,970			

Slice SV Event
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Charges for Services	26,000		26,000		
Miscellaneous	32,000	50	31,950	.16	.72
TOTAL REVENUES	58,000	50	57,950	.09	.38
EXPENDITURES					
General Government					
Slice of Shoreview	65,735	3,925	61,810	5.97	.31
Total General Government	65,735	3,925	61,810	5.97	.31
TOTAL EXPENDITURES	65,735	3,925	61,810	5.97	.31
OTHER					
Transfers In	10,000		10,000		
TOTAL OTHER	10,000		10,000		
Net change in fund equity	2,265	-3,875	6,140		
Fund equity, beginning		68,354			
Fund equity, ending		64,479			
Less invested in capital assets					
Net available fund equity		64,479			

Water Fund
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	12,620		12,620		50.94
Utility Charges	2,637,000	162,941	2,474,059	6.18	6.66
Late fees		3,286	-3,286		
Water meters	5,500		5,500		10.82
Other prop charges	11,000	573	10,427	5.21	68.72
Interest Earnings	34,000	170	33,830	.50	
TOTAL REVENUES	2,700,120	166,969	2,533,151	6.18	6.98
EXPENDITURES					
Proprietary					
Water Operations	1,503,536	53,294	1,450,242	3.54	3.43
Total Proprietary	1,503,536	53,294	1,450,242	3.54	3.43
TOTAL EXPENDITURES	1,503,536	53,294	1,450,242	3.54	3.43
OTHER					
Depreciation	-639,000	-53,250	-585,750	8.33	8.33
Transfers Out	-303,000		-303,000		
GO Revenue Bonds	-160,623	-97,145	-63,478	60.48	52.24
TOTAL OTHER	-1,102,623	-150,395	-952,228	13.64	13.35
Net change in fund equity	93,961	-36,719	2,035,136		
Fund equity, beginning		13,201,692			
Fund equity, ending		13,164,973			
Less invested in capital assets		9,427,325			
Net available fund equity		3,737,648			

Sewer Fund
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	10,050		10,050		50.94
Charges for Services	1,000		1,000		
Utility Charges	3,816,000	307,803	3,508,197	8.07	7.97
Late fees		4,740	-4,740		
Facility/area chgs	4,000		4,000		
Other prop charges	2,500		2,500		
Interest Earnings	24,000	53	23,947	.22	
TOTAL REVENUES	3,857,550	312,596	3,544,954	8.10	8.13
EXPENDITURES					
Proprietary					
Sewer Operations	3,219,590	337,715	2,881,875	10.49	10.52
Total Proprietary	3,219,590	337,715	2,881,875	10.49	10.52
TOTAL EXPENDITURES	3,219,590	337,715	2,881,875	10.49	10.52
OTHER					
Depreciation	-330,000	-27,500	-302,500	8.33	8.33
Transfers Out	-181,000		-181,000		
GO Revenue Bonds	-58,177	-32,981	-25,196	56.69	52.23
TOTAL OTHER	-569,177	-60,481	-508,696	10.63	10.74
Net change in fund equity	68,783	-85,599	1,171,774		
Fund equity, beginning		7,527,686			
Fund equity, ending		7,442,087			
Less invested in capital assets		4,725,848			
Net available fund equity		2,716,239			

Surface Water Mgmt
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Intergovernmental	3,660		3,660		50.81
Utility Charges	1,277,000	101,196	1,175,804	7.92	7.91
Late fees		1,450	-1,450		
Lake Impr Dist chgs	43,577		43,577		
Other prop charges	5,000	390	4,610	7.80	8.60
Interest Earnings	8,000		8,000		
TOTAL REVENUES	1,337,237	103,036	1,234,201	7.71	7.75
EXPENDITURES					
Proprietary					
Snail Lake Aug.	27,277	534	26,743	1.96	-27.64
Surface Water Oper	799,318	15,194	784,124	1.90	2.77
Total Proprietary	826,595	15,729	810,866	1.90	1.54
TOTAL EXPENDITURES	826,595	15,729	810,866	1.90	1.54
OTHER					
Depreciation	-248,000	-20,667	-227,333	8.33	8.33
Transfers Out	-147,000		-147,000		
GO Revenue Bonds	-82,116	-53,040	-29,076	64.59	54.31
TOTAL OTHER	-477,116	-73,707	-403,409	15.45	14.02
Net change in fund equity	33,526	13,601	826,744		
Fund equity, beginning		7,668,915			
Fund equity, ending		7,682,516			
Less invested in capital assets		6,135,855			
Net available fund equity		1,546,661			

Street Light Utility
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Utility Charges	493,000	39,445	453,555	8.00	8.00
Late fees		596	-596		
Interest Earnings	2,200		2,200		
Miscellaneous	500	120	380	24.01	
TOTAL REVENUES	495,700	40,161	455,539	8.10	8.05
EXPENDITURES					
Proprietary					
Street lighting	267,491	924	266,567	.35	.53
Total Proprietary	267,491	924	266,567	.35	.53
TOTAL EXPENDITURES	267,491	924	266,567	.35	.53
OTHER					
Depreciation	-58,000	-4,833	-53,167	8.33	8.33
Transfers Out	-20,400		-20,400		
TOTAL OTHER	-78,400	-4,833	-73,567	6.16	5.97
Net change in fund equity	149,809	34,404	262,539		
Fund equity, beginning		945,859			
Fund equity, ending		980,263			
Less invested in capital assets		432,561			
Net available fund equity		547,702			

Central Garage Fund
For Year 2014 Through The Month Of January

	Budget	Actual	Variance	Percent YTD	
				This Yr	Last Yr
REVENUES					
Property Taxes	184,000		184,000		
Intergovernmental	83,170		83,170		49.88
Cent Garage chgs	1,242,855	147	1,242,708	.01	
Interest Earnings	9,500		9,500		
TOTAL REVENUES	1,519,525	147	1,519,378	.01	3.01
EXPENDITURES					
Proprietary					
Central Garage Oper	599,799	33,877	565,922	5.65	5.87
Total Proprietary	599,799	33,877	565,922	5.65	5.87
TOTAL EXPENDITURES	599,799	33,877	565,922	5.65	5.87
OTHER					
Sale of Asset	29,000		29,000		
Transfers In	119,400		119,400		
Depreciation	-660,000	-55,000	-605,000	8.33	8.33
GO CIP Bonds	-238,054	-121,173	-116,882	50.90	50.72
TOTAL OTHER	-749,654	-176,173	-573,482	23.50	26.01
Net change in fund equity	170,072	-209,902	1,823,737		
Fund equity, beginning		3,560,702			
Fund equity, ending		3,350,800			
Less invested in capital assets		3,228,575			
Net available fund equity		122,225			

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 01-31-14

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
<hr/>							
CERTIFICATE DEPOSIT							
<hr/>							
1,147	Morgan Stanley Smith Barney LLC	CD	730	03-07-12	03-07-14	249,000.00	.500000
1,141	Morgan Stanley Smith Barney LLC	CD	1,097	02-08-12	02-09-15	150,000.00	1.000000
1,208	Morgan Stanley Smith Barney LLC	CD	546	09-06-13	03-06-15	249,000.00	.700000
1,140	Morgan Stanley Smith Barney LLC	CD	1,461	02-08-12	02-08-16	248,000.00	1.150000
1,155	Morgan Stanley Smith Barney LLC	CD	1,461	05-16-12	05-16-16	98,000.00	1.250000
1,154	Morgan Stanley Smith Barney LLC	CD	1,645	05-16-12	11-16-16	248,000.00	1.300000
1,169	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
1,198	Dain Rauscher Investment Services	CD	1,826	04-11-13	04-11-18	247,000.00	1.259800
1,199	Dain Rauscher Investment Services	CD	1,826	04-24-13	04-24-18	248,000.00	1.000000
1,183	Dain Rauscher Investment Services	CD	2,191	09-27-12	09-27-18	249,000.00	1.308400
1,168	Dain Rauscher Investment Services	CD	3,652	07-25-12	07-25-2022	249,000.00	2.425000
1,181	Dain Rauscher Investment Services	CD	3,652	09-12-12	09-12-2022	249,000.00	2.325400
1,189	Dain Rauscher Investment Services	CD	3,652	12-07-12	12-07-2022	249,000.00	2.075100
1,167	Dain Rauscher Investment Services	CD	5,478	07-19-12	07-19-2027	238,000.00	3.416200
1,174	Dain Rauscher Investment Services	CD	5,477	07-31-12	07-30-2027	246,000.00	3.183400
Total Number Of Investments: 16						3,712,000.00	
<hr/>							
FEDERAL HOME LN BK							
<hr/>							
1,203	Wells Fargo Brokerage Services	FH	1,734	06-19-13	03-19-18	500,000.00	.999900
1,194	Morgan Stanley Smith Barney LLC	FH	2,848	03-12-13	12-28-2020	500,000.00	2.403000
1,159	Dain Rauscher Investment Services	FH	3,647	06-28-13	06-28-2022	605,000.00	2.956500
1,160	Dain Rauscher Investment Services	FH	3,647	06-28-13	06-28-2022	400,000.00	2.956500
1,171	Morgan Stanley Smith Barney LLC	FH	3,652	07-26-12	07-26-2022	600,000.00	2.761000
1,184	Morgan Stanley Smith Barney LLC	FH	3,652	09-28-12	09-28-2022	500,000.00	2.273700
1,209	Dain Rauscher Investment Services	FH	3,288	12-23-13	10-24-2022	485,000.00	3.506300
1,196	Morgan Stanley Smith Barney LLC	FH	3,652	03-27-13	03-27-2023	600,000.00	3.398100
1,206	Dain Rauscher Investment Services	FH	3,611	07-23-13	06-12-2023	496,250.00	3.310400
1,204	Dain Rauscher Investment Services	FH	5,448	06-21-13	05-15-2028	483,125.00	3.806300
Total Number Of Investments: 10						5,169,375.00	
<hr/>							
FEDERAL NATL MTG							
<hr/>							
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	1,007,347.00	3.400000
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

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 01-31-14

Seq#	Institution	Type	Term	Purchased	Matures	Principal	Yield
1,195	Dain Rauscher Investment Services	FN	5,259	03-20-13	08-13-2027	575,000.00	3.921400
1,200	Dain Rauscher Investment Services	FN	5,479	04-25-13	04-25-2028	1,000,000.00	3.497400
1,207	Dain Rauscher Investment Services	FN	-31,0	07-25-13	06-27-2028	496,500.00	4.419400
1,157	Dain Rauscher Investment Services	FN	7,305	06-21-12	06-21-2032	500,000.00	4.247100
Total Number Of Investments: 8						5,378,847.00	

FED HM MORTG POOL

1,179	Wells Fargo Brokerage Services	HP	2,556	08-22-12	08-22-19	500,000.00	1.399400
1,180	Wells Fargo Bank MN, NA	HP	2,556	08-22-12	08-22-19	460,000.00	1.399400
Total Number Of Investments: 2						960,000.00	

TAX EXMPT MNCPL BOND

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

TAXABLE MUNCPL BONDS

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

INVESTMENT SCHEDULE BY SECURITY TYPE
AS OF 01-31-14

Seq#	Institution	Type Term	Purchased	Matures	Principal	Yield
					18,465,927.20	
					2,985,230.48	
					3,363,941.34	
					63,877.70	
					168,598.82	
					2,500.00	
					114,482.62	
					25,164,558.16	
					25,164,558.16	

TO: MAYOR, CITY COUNCIL AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: FEBRUARY 12, 2014
SUBJ: PUBLIC WORKS MONTHLY REPORT

DNR Groundwater Management Planning

The Minnesota Dept of Natural Resources (DNR) held a meeting on January 8, 2014, at the Shoreview Community Center to discuss their role in developing a Groundwater Management Area for the North and East portion of the Twin Cities. About 250 people were in attendance – interested parties included State Legislators, appointed and elected local government officials, business and industry representatives and concerned residents in the area. This DNR effort roughly correlates with the State Legislature’s interest in defining potential water supply and lake level topics primarily in the White Bear Lake area, but will eventually involve water supply topics that potentially include the larger area. DNR Commissioner and former Shoreview City Council member Tom Landwehr provided an overview of his agency’s role in groundwater management in Minnesota. Other department personnel described the DNR work program for this area that is expected to occur over the next few years, including Project Advisory Team that the department has assembled. The Commissioner and other DNR staff were available for an active and well moderated question and answer session at the close of the meeting. Exactly how the DNR intends to integrate their work program into other active efforts of the USGS, the Minnesota Department of Health, Metropolitan Council, area watershed and conservation districts, and others has yet to be determined.

Forestry

City crews recently removed 70 small branches from 35 ash trees in the Shamrock Park area for an Emerald Ash Borer detection grant project in conjunction with the Department of Agriculture. In addition 2 entire ash trees were removed as well. The Department of Agriculture will peel back all of the bark to check for EAB levels. Any log over 2 inches in diameter was marked and will be tracked.



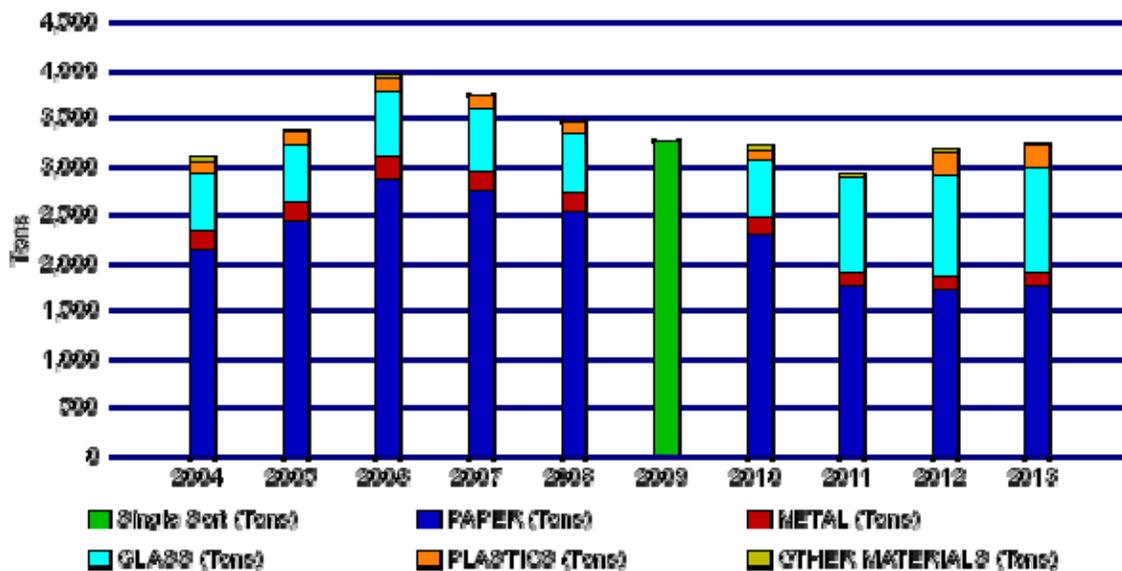
With this winter's very cold weather, there was some media speculation that it would kill many EAB in the metro area, however the experts say that it may just slow them down and that management strategies can not take a "snow day." The City will remain pro-active in surveying for EAB and keep up our efforts when positive trees are found.

The City Council recently selected a new tree contractor, Precision Landscape & Tree, Inc to remove trees and stumps in boulevard or park areas and for an option for residents with diseased trees to utilize for negotiated prices. Staff will work with the new contractor to finalize the contract.

Recycling Performance

Staff compiled and entered all recycling tonnage for Ramsey County's Re-Trac system, which is used to track trends over time. Submitting this information is also critical to meeting the terms of the SCORE grant agreement with Ramsey County. The included graph below shows a larger amount of plastics being collected since Allied Waste began accepting plastics numbered #3 through #7 in addition to the typical #1 and #2 plastics. The average recycling participation rate averaged 84% in 2013. It is also worth noting that the City of Shoreview historically recycles more per household than many other Ramsey County cities.

Shoreview Curbside Recycling Tonnages 2004-2014



Surface Water Pollution Prevention Plan (SWPPP)

The MPCA has placed our Surface Water Pollution Prevention Plan (SWPPP) application on Public Notice and will collect any public comments on the City's behalf until March 6th. The City has paper copies available at City Hall and on the City's website for residents to comment and provide feedback.

Environmental Quality Committee (EQC)

The next EQC Speaker Series event will be held February 19th and will focus on the City's role in managing storm water, by the City Engineer. The Committee will also welcome two new members at the February meeting.

MAINTENANCE ACTIVITIES

Maintenance operations had four full crew plowing events and four separate salting events. During and after each plowing event trails are plowed as well. With very little snow melt between these events and previous snow fall events the banks on which to pile snow have increased to the point of needing to be benched back. Crews have been benching back snow along boulevards which in many cases fills in trails and sidewalks. Crews then clear snow from trails and bench back snow along trails and also widening trails as needed. As always, between every snow plowing event all equipment is inspected, repaired as needed and prepared for the next event. As snow is predicted crews continue to apply anti-icing material to the main roadways throughout the City.

Crews worked together on one water main break repair.

Utility crews inspect and perform general maintenance and repairs to all of the wells and lift stations as well as the two towers and the booster station. Each day crews are scheduled for meter appointments and location requests. Location requests have dramatically decreased this last month with only 54 location markings requested by Gopher State One Call last month.

Utility Crews have been inspecting manholes and rodding and flushing sanitary sewers. They are also cleaning the well houses and changing oil in well pumps. They are painting the insides of the well houses and painting the piping as well. As time permits they have been replacing hydrant flags .

Street crews began winter tree trimming operations. They also worked with the Department of Agriculture to remove a couple of trees and collect branch samples from other trees for emerald ash borer detection. They have also taken advantage of some sustained dry weather and were able to go out do some spot patching of potholes.

Department of Corrections Crew – The DOC crew begins each day by cleaning the maintenance center lunchroom, bathrooms, offices and other common areas. They have been removing snow where hand work is necessary, such as bus shelters, board walk trails and trails over bridges. They are spending a lot of time shoveling out hydrants throughout the City.

PROJECT UPDATES

Owasso Street Re-alignment, Project 09-12 – Construction work on the project has stopped for the season. Final restoration and minor items will be completed next spring. The railroad signal work and crossing upgrade is proposed for mid June after school is out.

Red Fox Road Reconstruction, Project 12-04 – Construction work on the project has stopped for the season. Final restoration and minor items will be completed next spring.

County Road D Reconstruction, Project 13-01A – Construction work on the project has stopped for the season. Final restoration and minor items will be completed in the spring.

Cottage Place Reconstruction, Project 13-01B – Construction work on the project has stopped for the season. Final restoration and minor items will be completed in the spring.

2013 Street Rehabilitation and Gaston, Grove, St. Albans Water Main Extension, Projects 13-02 & 13-03 – All work for the project is complete.

Water Treatment Plant – Preliminary Design Report – AE2S toured the City’s wellhouse and booster station structures and is working with City staff to gather information on the existing water supply infrastructure.

Hanson/Oakridge Neighborhood Reconstruction – Project 14-01 – A second resident information meeting to present preliminary plans for comment was held on February 6th. The meeting was well attended and overall support for the project was positive. City staff is currently working on the preliminary design of the project and preparation of the feasibility study and will present the feasibility report to the Council at the February 18th meeting.

Charley Lake Preserve Development (North Oaks) –The project area is now connected to Shoreview’s municipal water system as site grading and construction continues. There is a proposal by the developer, Pentom, for developing the adjacent 15 acre property to the north as an extension of the Charley Lake Preserve development. The City has approved an extension of the Shoreview municipal water system to serve the additional 12 single-family residential units.

REGULAR COUNCIL MEETING
FEBRUARY 18, 2014

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: FEBRUARY 12, 2014

SUBJECT: PARK AND RECREATION MONTHLY REPORT

DEPARTMENT ACTIVITY

The City Council and Park and Recreation Commission met with representatives of BWBR Architects at the January workshop meeting to review concept plan alternatives for a future Community Center expansion. The Park and Recreation Commission also discussed the plans at their regular January meeting. Based on the discussion and input at the workshop meeting, the architect is now in the process of completing the final report. The next step in the process will be to determine which of the proposed expansion areas are the highest priority and to identify funding sources and timing of the project.

The indoor pickleball program offered at the Community Center continues to grow in participation. Attendance in January was more than 250, which is a 15% increase above December numbers. About one-half of the participants are members and the other half pay a daily fee to participate in this program. We anticipate that at its current 3-day per week level, it could bring in an additional \$5000 per year in recreation program fund revenue. A small bench was purchased and placed in the gym for players to use when waiting for their turn to play. During most pickleball times, there are players waiting to get into a game. Staff is currently evaluating whether the "pickleball only" hours can be expanded beyond the current 8:00am - 11:00am Monday, Wednesday, and Friday mornings.

A new insurance reimbursement program has been developed for Group Fitness participants who are registered for three or more classes a week. Group Fitness participants that meet these criteria will now have the ability to register for a program that will allow reimbursement up to \$20.00 a month from their health insurance providers. There are some specific requirements to participate in this program. All the information, registration forms, and contracts will be available in mid-February. This program is scheduled to begin on March 1st.

COMMUNITY CENTER

There was a 15% increase in daily admission revenue and a 29% increase in daily playground revenue in January 2014, due primarily to the number of school closing days that occurred during the month. The waterpark opened early every day schools were closed which resulted in an average of 150 additional members and guests enjoying the Tropics Waterpark. Both the

Pioneer Press and Star Tribune featured the waterpark on their websites as a great alternative for a place to visit during the extreme cold.

As is the case every January, the fitness center was used heavily during peak times in the mornings, evenings and weekends. During these peak times, staff needs to be diligent of enforcing the 30 minute limit on cardio equipment. Additional staff was used to help keep the fitness center clean due to guests and members tracking snow and salt into the fitness center and on equipment. A new wireless server for the Matrix Treadmills has been delivered and will be installed to allow guest's additional connectivity options for certain treadmills. There were nearly 20 new member orientations performed and over 60 personal training sessions performed.

Membership sales revenue increased 10% compared to last January and had the highest sales since January 2007. The most significant membership increases were the Annual Resident Family and Annual Resident Senior Memberships categories. Membership retention rate remains at a favorable 90%.

Rental revenue decreased slightly this month. The Wedell Community Room received the most bookings and revenue since January 2008. There were 18 corporate meetings, 4 receptions and 3 other events hosted in the banquet room this month. The new AV equipment in the Wedell Community Room was completed last month. The new system includes high quality ceiling mounted projectors, a simple touch screen operating panel, and state of the art sound equipment. Renters that frequent this room for several meetings a year have already expressed appreciation for this upgrade.

Birthday parties continue to be popular in both meeting rooms and the themed birthday party rooms. There were nearly 30 birthday parties celebrated in the birthday party rooms and an additional 6 poolside parties hosted on the weekends. The meeting rooms housed 43 birthday parties and an additional 53 meetings this month. Staff is now using DocuSign for rental contracts. This new system permits customers to sign rental contracts electronically and allows for a more efficient return of contracts.

RECREATION PROGRAMS

The winter program session has started with more than 2700 participants registered in various recreation program opportunities. Fitness is the largest program with nearly 1200 participants registered in 89 classes. A new class offering this year is ballet fitness which is continuing to gain interest. Aquatics have the second largest number of registrations with almost 600 children participating in swimming lessons. This winter there are 137 group lessons being offered and 43 private lessons scheduled.

Applications for the 2014 Farmers Market season have been sent out and an informational meeting for all potential vendors was held on February 11th. A new handbook has been created and some changes have been implemented in efforts to make the Shoreview Farmers Market more consistent with surrounding communities' markets. Registration will be done at the

beginning of the season with permits and payments being received before allocation of space at the market. In 2014, staff will be reducing the number of markets with special events and entertainment to reduce costs. Staff is also investigating some vendors that are very popular at different venues in an effort to obtain new and interesting products.

Many youth programs have had a successful start to the winter season. After school sports and camps have over 75 children enrolled. The girls volleyball league continues to gain in popularity. This league is supported by volunteer coaches that teach the fundamentals of volleyball to girls in 4th-8th grades. The league has increased participation doubling the number of girls and teams in the past few years. Other youth programs such as tumbling and ice skating have a similar number of participants as last year. Staff will be evaluating the price of the skating program for next year. Ice rental prices continue to increase at a faster pace than our current program registration costs.

Registration for our full-day summer child care program, Summer Discovery, opens on Thursday, February 27th. We will continue to offer two additional classrooms in 2014, with an expected 250 children participating in the program this summer. Kids Corner preschool open house was held on Thursday, January 30th. Over 35 new families attended this informative gathering where they met the teachers and previewed the curriculum and our facilities. There were 25 new registrations processed following the open house. There are currently 95 participants registered for the 2014-2015 school year which is a 20% increase from last year.

AARP tax aide began on Wednesday February 5th in the Wedell Community Room. Free tax assistance will be offered to those that are age 65 and older with moderate to low income. A new process for registration has been implemented this year. Participants can now make reservations for an appointment online or they can still make reservations in person. This new process should help eliminate some of the scheduling conflicts that occurred last year.

PARKS MAINTENANCE CREW

The frequent snowfalls and cold temperatures in January have kept our park maintenance crews busy. Although there were only a few days with significant snowfall, there were several days during January with nuisance snowfall amounts. During these days, the crews are kept busy making several passes a day to clean off the sidewalks at the Community Center, Library and Larson/Lepak house. The crews also spent time snow plowing and widening the trails through the parks. The new tractor and snowblower have worked very well for this job.

It has been an excellent year to make ice for our seven ice skating sites. The frequent snowfalls can make it challenging since the rinks need to be cleared before our crews can flood them. This is the first time in many years that our ice skating rinks have had good ice for skating from mid-December through mid-February, although there have been a few days that rinks have been closed due to cold weather.

On the cold days when rink maintenance was not done, the crew cleaned equipment and trucks, swept out the park buildings, and emptied trash receptacles in the buildings and outside of the Community Center. The crew also cleaned the restrooms at Commons pavilion. While they were at those parks all the furnace filters were checked and replaced as needed. A contractor had to be called out to repair the furnace at the pavilion. The lights at all the park buildings and parking lots were checked and replaced as necessary.

The crew continues to pick up trash on a daily basis at the Community Center, the Library and the Parks. The trash receptacles are dumped on an as needed basis.

COMMUNITY CENTER CREW

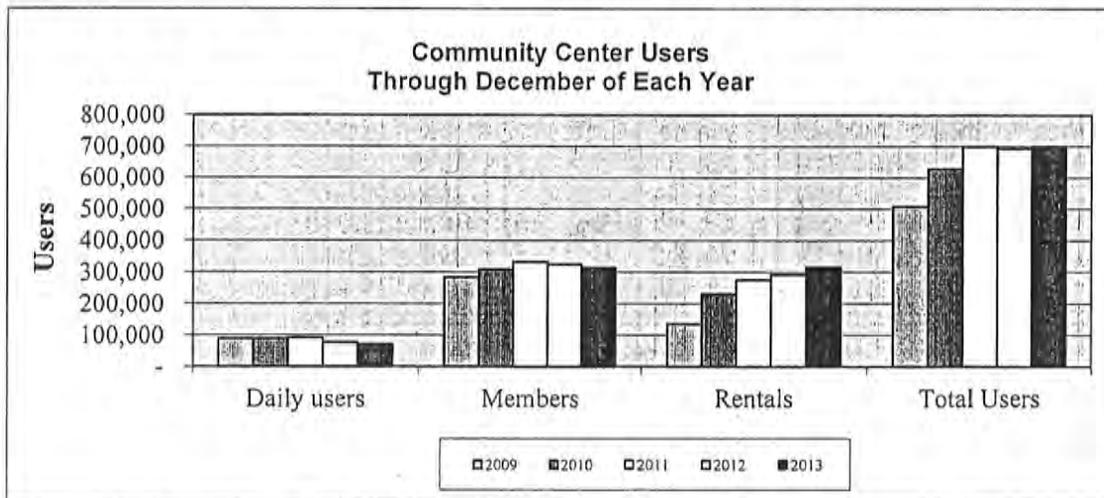
The building maintenance staff have tried to keep the building on its cleaning schedule. That has been difficult at times due to the heavy use of the Community Center as a result of the extreme cold and additional days that schools have been closed. The crew was still able to get some extra duties done during January. They cleaned the carpet in the upper level lobbies. They also did some spot cleaning of carpet. We are trying a new product that helps remove ice melt residue from the carpet. The crew has been working on dusting the vents and ductwork of the fitness center. They also have been trying to clean under the cardio machines more often, when there is sufficient staff to move machines.

Work orders for repairs keep skyrocketing. We finished the month of January with 96 more work orders than January of 2013. During 2013, we had more than 700 more work orders than the previous year. Contractors were hired to straighten backboards that were crooked and replaced a broken rim. We also had a contractor working on the floor drains in the family locker rooms that was severely clogged.

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

	2009	2010	2011	2012	2013
Number of Users:					
Daily users	88,319	88,784	91,392	76,521	70,573
Members	284,384	308,404	332,762	324,216	313,395
Rentals	135,248	230,634	274,871	291,879	314,924
Total Users	507,951	627,822	699,025	692,616	698,892
Revenue:					
Admissions	\$ 548,432	\$ 522,371	\$ 597,166	\$ 555,209	\$ 580,832
Memberships-annual	783,741	933,541	1,007,883	1,040,037	1,007,551
Memberships-seasonal	115,668	106,953	103,304	97,673	97,272
Room rentals	219,052	220,664	250,299	255,186	303,211
Wave Café	163,086	176,816	195,578	192,351	210,860
Commissions	9,149	10,627	14,503	14,546	12,025
Locker/vending/video	32,458	29,470	29,606	26,453	23,158
Merchandise	9,577	10,656	13,724	14,521	14,005
Other miscellaneous	1,344	1,944	1,323	672	14,259
Building charge	89,882	94,415	98,441	101,757	103,000
Interest	8,171	8,017	20,674	14,100	-
Transfers in	310,000	310,000	297,000	300,000	312,000
Total Revenue	2,290,560	2,425,474	2,629,501	2,612,505	2,678,173
Expenditures:					
Personal services	1,287,910	1,319,270	1,352,471	1,399,969	1,473,508
Supplies	392,043	405,540	448,853	446,077	477,070
Contractual	507,042	544,863	600,542	599,683	618,714
Other	-	-	-	5,727	-
Total Expenditures	2,186,995	2,269,673	2,401,866	2,451,456	2,569,292
Rev less Exp Year-to-date	\$ 103,565	\$ 155,801	\$ 227,635	\$ 161,049	\$ 108,881

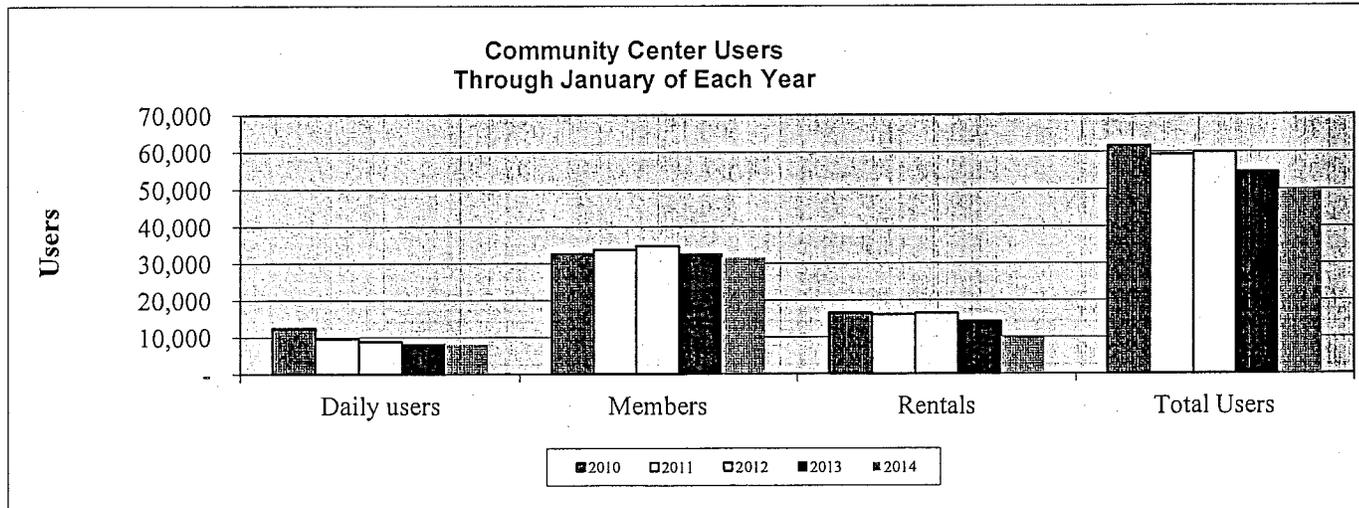
*



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

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

	2010	2011	2012	2013	2014
Number of Users:					
Daily users	12,396	9,573	8,757	7,974	8,204
Members	32,569	33,665	34,702	32,422	31,509
Rentals	16,552	16,013	16,398	14,163	9,996 *
Total Users	61,517	59,251	59,857	54,559	49,709
Revenue:					
Admissions	\$ 62,531	\$ 61,414	\$ 62,349	\$ 56,515	\$ 67,002
Memberships-annual	94,579	116,578	107,287	110,501	121,826
Memberships-seasonal	17,111	17,556	14,285	14,278	17,474
Room rentals	18,519	22,729	24,441	27,440	26,034
Wave Café	18,052	20,526	20,842	20,972	24,419
Commissions	870	-	279	-	-
Locker/vending/video	1,317	(1,194)	1,016	(4)	3
Merchandise	730	1,006	1,177	1,331	982
Other miscellaneous	(90)	(80)	53	(73)	(22)
Building charge	-	-	-	-	-
Interest	-	-	-	-	-
Transfers in	25,834	24,750	25,000	26,000	28,250
Total Revenue	239,453	263,285	256,729	256,960	285,968
Expenditures:					
Personal services	87,881	84,388	86,352	82,812	78,240
Supplies	13,838	30,153	18,791	16,571	15,848
Contractual	5,022	22,538	8,918	5,989	8,106
Other	-	-	-	-	-
Total Expenditures	106,741	137,079	114,061	105,372	102,194
Rev less Exp Year-to-date	\$ 132,712	\$ 126,206	\$ 142,668	\$ 151,588	\$ 183,774



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

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	7,974	7,000	10,931	7,185	5,072	4,871	4,514	4,366	2,652	4,319	5,986	5,703	70,573
Members	32,422	28,240	31,139	29,472	25,068	23,723	24,641	22,833	20,314	23,469	25,962	26,112	313,395
Rentals	14,163	13,945	18,510	17,220	18,024	56,444	55,100	52,526	21,071	17,579	15,574	14,768	314,924
Total Users	54,559	49,185	60,580	53,877	48,164	85,038	84,255	79,725	44,037	45,367	47,522	46,583	698,892
Revenue:													
Admissions	\$ 50,299	\$ 47,292	\$ 88,714	\$ 54,738	\$ 33,185	\$ 45,769	\$ 43,304	\$ 38,274	\$ 16,516	\$ 28,873	\$ 36,362	\$ 40,536	\$ 523,862
Indoor playground	6,216	6,569	8,744	5,824	3,480	2,899	2,312	2,293	2,074	4,695	6,268	5,270	56,644
Memberships	124,779	85,193	94,796	77,552	67,021	68,231	68,319	76,179	77,643	83,624	112,181	168,187	1,103,705
Room rentals	27,440	26,030	29,824	25,609	27,653	28,573	17,165	27,021	22,877	21,760	21,612	27,642	303,206
Wave Café	20,972	18,003	31,703	19,174	14,800	16,404	15,062	17,706	10,252	14,741	15,558	16,389	210,764
Commissions	-	426	456	793	617	-	3,168	1,347	1,848	3,074	144	152	12,025
Locker/vending/video	(4)	3,139	1,364	1,973	2,664	2,655	1,716	1,819	1,546	1,743	1,490	3,053	23,158
Merchandise	1,331	1,014	1,807	1,794	1,183	1,614	1,312	1,214	574	724	811	625	14,003
Other miscellaneous	(73)	(20)	(228)	153	50	19	19	42	7	12	-	13,428	13,409
Building charge	-	-	-	-	-	103,000	-	-	-	-	-	-	103,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers in	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	312,000
Total Revenue	256,960	213,646	283,180	213,610	176,653	295,164	178,377	191,895	159,337	185,246	220,426	301,282	2,675,776
Expenditures:													
Personal services	82,812	114,612	117,601	109,051	163,800	118,822	114,033	118,407	111,010	108,598	164,022	150,738	1,473,506
Supplies	16,571	51,430	46,426	62,354	39,856	33,562	31,462	39,800	32,616	23,906	32,826	48,522	459,331
Contractual	5,989	49,989	34,133	65,882	62,010	51,251	63,244	71,565	48,713	61,496	43,524	53,885	611,681
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	105,372	216,031	198,160	237,287	265,666	203,635	208,739	229,772	192,339	194,000	240,372	253,145	2,544,518
Rev less Exp (monthly)	\$ 151,588	\$ (2,385)	\$ 85,020	\$ (23,677)	\$ (89,013)	\$ 91,529	\$ (30,362)	\$ (37,877)	\$ (33,002)	\$ (8,754)	\$ (19,946)	\$ 48,137	\$ 131,258
Rev less Exp (ytd)	\$ 151,588	\$ 149,203	\$ 234,223	\$ 210,546	\$ 121,533	\$ 213,062	\$ 182,700	\$ 144,823	\$ 111,821	\$ 103,067	\$ 83,121	\$ 131,258	

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Number of Users:													
Daily users	8,757	9,853	10,137	6,003	4,801	4,914	6,289	6,089	2,547	4,594	5,805	6,732	76,521
Members	34,702	31,137	29,693	27,472	25,620	25,094	26,585	24,860	19,992	25,021	27,312	26,728	324,216
Rentals	16,398	16,066	14,860	17,120	15,041	37,529	35,345	70,550	16,533	16,421	17,160	18,856	291,879
Total Users	59,857	57,056	54,690	50,595	45,462	67,537	68,219	101,499	39,072	46,036	50,277	52,316	692,616
Revenue:													
Admissions	\$ 55,671	\$ 45,702	\$ 67,428	\$ 40,239	\$ 34,868	\$ 46,024	\$ 51,546	\$ 45,866	\$ 10,568	\$ 25,520	\$ 33,548	\$ 43,987	\$ 500,967
Indoor playground	6,678	6,845	4,850	4,128	3,924	2,494	3,265	3,054	2,610	4,722	5,376	6,296	54,242
Memberships	121,572	92,089	86,050	68,705	69,225	72,207	69,527	74,020	81,313	93,797	105,112	204,093	1,137,710
Room rentals	24,441	25,231	15,536	21,979	18,627	26,549	17,245	22,644	19,042	22,895	19,661	21,336	255,186
Wave Café	20,842	16,592	21,932	13,945	13,729	15,760	15,655	18,985	7,176	14,782	15,495	17,458	192,351
Commissions	279	-	1,424	350	2,336	1,680	1,336	1,357	2,243	1,907	1,272	362	14,546
Locker/vending/video	1,016	3,015	1,869	2,685	1,102	2,374	1,055	1,961	3,039	1,764	1,207	5,366	26,453
Merchandise	1,177	1,164	1,935	997	1,365	1,214	1,633	1,537	726	963	890	920	14,521
Other miscellaneous	53	10	31	(33)	42	71	59	(104)	50	37	(24)	480	672
Building charge	-	-	-	-	-	100,000	-	-	-	-	-	1,757	101,757
Interest	-	-	-	-	-	-	-	-	-	-	-	14,100	14,100
Transfers in	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000
Total Revenue	256,729	215,648	226,055	177,995	170,218	293,373	186,321	194,320	151,767	191,387	207,537	341,155	2,612,505
Expenditures:													
Personal services	86,352	110,691	109,922	103,825	106,288	160,760	111,336	114,288	102,560	99,313	158,281	136,353	1,399,969
Supplies	18,791	35,879	58,334	37,088	37,677	25,491	41,673	40,578	23,100	25,145	33,467	68,854	446,077
Contractual	8,918	18,761	71,950	63,435	63,612	44,855	48,798	51,328	43,170	72,961	37,830	74,065	599,683
Other	-	2,485	-	3,242	-	-	-	-	-	-	-	-	5,727
Transfers out	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	114,061	167,816	240,206	207,590	207,577	231,106	201,807	206,194	168,830	197,419	229,578	279,272	2,451,456
Rev less Exp (monthly)	\$ 142,668	\$ 47,832	\$ (14,151)	\$ (29,595)	\$ (37,359)	\$ 62,267	\$ (15,486)	\$ (11,874)	\$ (17,063)	\$ (6,032)	\$ (22,041)	\$ 61,883	\$ 161,049
Rev less Exp (Ytd)	\$ 142,668	\$ 190,500	\$ 176,349	\$ 146,754	\$ 109,395	\$ 171,662	\$ 156,176	\$ 144,302	\$ 127,239	\$ 121,207	\$ 99,166	\$ 161,049	

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

Date	Description	Amount
02/03/14	Accounts payable	\$19,294.66
02/06/14	Accounts payable	\$223,506.70
02/10/14	Accounts payable	\$47,165.16
02/13/14	Accounts payable	\$90,951.40
02/17/14	Accounts payable	\$321,066.26
Sub-total Accounts Payable		\$ 701,984.18
02/07/14	Payroll 126390 to 126445 965649 to 965843	\$169,137.22
Sub-total Payroll		
TOTAL		<hr/> <hr/>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

02/17/14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
QVALE, ERIK	REIMBURSEMENT/BIRTHDAY CAKE/RESALE	220	43800	2591		001		-\$10.45	-\$10.45
SCHUMACHER, RICHARD	PASS REFUND	220	22040					-\$20.00	-\$20.00
AARP A/O WILLIAM GILLIES	AARP DRIVER SAFETY COURSE (1/21)	225	43590	3174		003		\$40.00	\$40.00
ADVANCED ENGINEERING AND	WTP PRELIMINARY DESIGN CP14-02	454	47000	5910				\$867.00	\$867.00
AMSAN BRISSMAN KENNEDY	32OZ BOTTLE WITH GRADUATIONS	220	43800	2110				\$9.75	\$9.75
AMSAN BRISSMAN KENNEDY	WET AREA BLUE MAT 3'X20'	220	43800	2240		001		\$595.75	\$595.75
AMSAN BRISSMAN KENNEDY	DOOR STOPS 12PK	220	43800	2240		001		\$110.31	\$110.31
AMSAN BRISSMAN KENNEDY	SOAP, GARBAGE BAGS, BATH TISSUE	220	43800	2110				\$404.35	\$404.35
AMSAN BRISSMAN KENNEDY	GARBAGE BAGS	220	43800	2110				\$24.87	\$24.87
AMSAN BRISSMAN KENNEDY	PAD FOR COVERING SPILLS 25PK	220	43800	2110				\$43.05	\$43.05
AMSAN BRISSMAN KENNEDY	FOAM SOAP DISPENSERS	220	43800	2110				\$137.36	\$137.36
AMSAN BRISSMAN KENNEDY	SOAP, PPR TWLS, HAND SANIT. TILE CLEANR	220	43800	2110				\$1,782.18	\$1,782.18
BEISSWENGERS HARDWARE	REPAIR SUPPLIES POOL	220	43800	2240		003		\$13.99	\$13.99
BEISSWENGERS HARDWARE	TRIGGER START MAPP KIT, 2 SHOVELS	220	43800	2400				\$148.64	\$148.64
BEISSWENGERS HARDWARE	5GAL PLASTIC PAIL	220	43800	2240		001		\$18.13	\$18.13
BLAGEO, ANGELA	REIMBURSEMENT FOR PROGRAM FEES	225	43590	2175		005		\$107.00	\$107.00
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$374.82	\$374.82
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$764.61	\$764.61
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170				\$161.93	\$161.93
CUB FOODS	EVENT SUPPLIES/HAAPALA	101	40200	4890				\$71.93	\$71.93
CUB FOODS	EVENT SUPPLIES/HAAPALA	101	40500	4890		015		\$43.85	\$43.85
DISCOUNT SCHOOL SUPPLY	PRESCHOOL SUPPLIES	225	43555	2170				\$349.91	\$349.91
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 01-31-14	101	20431					\$582.90	\$582.90
GILL ASSOCIATES LLC	CC MEMBERSHIP CARD SUPPLIES	220	43800	2180		002		\$1,085.00	\$1,085.00
GOPHER	DODGEBALLS	225	43510	2170		005		\$181.72	\$181.72
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$142.90	\$142.90
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.34	\$15.34
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.34	\$15.34
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.21	\$16.21
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.21	\$16.21
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.28	\$15.28
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.17	\$16.17
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.17	\$16.17
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.34	\$15.34
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$27.75	\$27.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$508.60	\$508.60
LINN, ASHLEY	VOLLEYBALL REF JAN 14 & 21	225	43510	3190		010	\$90.00	\$90.00
MEYER, MARYSA	SKATING INSTRUCTION	225	43580	3171			\$45.00	\$45.00
MIDWEST SPECIAL SERVICES, INC	CC CLEANING	220	43800	3190		002	\$135.00	\$135.00
NCPERS MINNESOTA	PERA LIFE INSURANCE: FEBRUARY 2014	101	20413				\$208.00	\$208.00
ORIENTAL TRADING COMPANY	TOYS FOR RESALE	220	43800	2591		002	\$273.18	\$273.18
ORKIN EXTERMINATING CO INC.	PEST CONTROL LARSON HOUSE	101	40800	3190			\$78.97	\$78.97
ORKIN EXTERMINATING CO INC.	PEST CONTROL CC	220	43800	3190			\$155.42	\$155.42
PARTY AMERICA CORPORATE OFFICE	RETIREMENT EVENT SUPPLIES	101	40500	4890		015	\$44.97	\$44.97
PARTY AMERICA CORPORATE OFFICE	RETIREMENT EVENT SUPPLIES	101	40500	4890		015	\$19.46	\$19.46
PLUMMASTER, INC	DRINKING FOUNTAIN FOR CC	220	43800	2240		001	\$1,299.99	\$1,299.99
PRESS PUBLICATIONS	COMMUNITY CENTER ADS	220	43800	2201		002	\$1,509.00	\$1,509.00
RAMSEY COUNTY	REPAIRS ON EMER VEH PREMPTION-JUL-DEC	101	42200	3190		003	\$890.19	\$890.19
SCHUMACHER, RICHARD	PASS REFUND	220	22040				\$20.00	\$20.00
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$125.68	\$125.68
TARGET COMMERCIAL INVOICE	BIRTHDAY CAKE PURCHASE	220	43800	2591		001	\$10.45	\$10.45
TARGET COMMERCIAL INVOICE	P&R PROGRAM SUPPLIES/CREDIT 10262013	225	43555	2170			\$11.39	\$159.27
		225	43560	2170			\$136.16	
		225	43580	2170		003	\$12.52	
		220	43800	2591		001	-\$.80	
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$159.27	\$159.27
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$190.30	\$190.30
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,727.63	\$1,727.63
WATSON COMPANY	BREAK ROOM SUPPLIES	101	40800	2180			\$174.06	\$174.06
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,112.08	\$1,112.08
WSB & ASSOCIATES, INC.	CONSULTING SERVICES COUNTY D CP 13-01A	573	47000	5910			\$71.00	
YALE MECHANICAL INC	POOL AHU MAINT AND FILTER CHANGE	220	43800	3190		007	\$443.41	\$443.41
YALE MECHANICAL INC	REPAIR TO BANQUET ROOM ROOF UNIT	220	43800	3810		003	\$347.00	\$347.00
YALE MECHANICAL INC	HOTTUB BOILER LEAKING FLANGE	220	43800	3810		007	\$514.25	\$514.25
YALE MECHANICAL INC	REPAIR TO SERVER ROOM HEATING UNIT	220	43800	3810		001	\$347.00	\$347.00
							Total of all invoices:	\$19,294.66

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
4-H, ANOKA COUNTY	FACILITY REFUND	220	22040					\$100.00	\$100.00
ALLIED WASTE SERVICES #899	JAN ALLIED WASTE SERVICES	210	42750	3190				\$30,591.06	\$30,591.06
AMERICAN MESSAGING	LOCK BOX PAYMENTS	101	40210	3190		009		\$4.26	\$4.26
ARNT CONSTRUCTION CO INC	PMT 5 OWASSO ST RECONST PROJECT 09-12	571	47000	5900				\$47,067.94	\$47,067.94
AUTOMOTIVE REFLECTIONS	INS CLAIM: UNIT 309 REPAIRS	260	47400	4340				\$774.85	\$774.85
BABCOCK, ADAM	JURY DUTY MILEAGE REIMB/PARKING/BABCOCK	101	38890			001		\$46.92	\$46.92
BANDT, LAURA	TENNIS - BEGINNERS	220	22040					\$21.67	\$21.67
BERGQUIST, JILL	FACILITY REFUND	220	22040					\$190.00	\$190.00
CDW GOVERNMENT, INC	UPS BATTERY PACK REPLACEMENT	101	40550	3860		004		\$522.62	\$522.62
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 02-07-14	101	21720					\$10,272.43	\$10,272.43
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 02-07-14	101	20420					\$134.75	\$134.75
DYWER, WILLIAM	GRADING CERT RED 662 BIRCH LN S RES 14-9	101	22025					\$1,000.00	\$1,000.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:02-07-14	101	20418					\$5,505.00	\$5,505.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 02-07-14	101	20431					\$702.15	\$702.15
HEINEN, RACHELLE	PASS REFUND	220	22040					\$56.09	\$56.09
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 02-07-14	101	21750					\$6,089.62	\$6,089.62
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:02-07-14	101	20430					\$655.00	\$655.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/FEBRUARY 2014	220	43800	3960		003		\$1,089.00	\$1,089.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/FEBRUARY 2014	220	43800	3960		004		\$1,320.00	\$1,320.00
LEAGUE OF MINNESOTA CITIES	SAFETY & LOSS CONTROL/ENGBLOM & MALONEY	101	40500	4500		009		\$40.00	\$40.00
LOPEZ, LINLEI	PASS REFUND	220	22040					\$40.00	\$40.00
METROPOLITAN COURIER CORPORATI	ARMORED CAR SERVICES: JANUARY 2014	101	40500	4890		001		\$96.25	\$385.00
		220	43800	4890		001		\$96.25	
		601	45050	4890		001		\$96.25	
		602	45550	4890		001		\$96.25	
MINNEAPOLIS PARK BOARD	FACILITY REFUND	220	22040					\$500.00	\$500.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 02-07-14	101	20435					\$217.50	
MINNESOTA DEPARTMENT OF REV -	FUEL AUDIT-CROSSWIND SWEEPER	701	46500	2120				\$1,503.29	\$1,503.29
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 02-07-14	101	20420					\$35.00	\$35.00
MINNESOTA METRO NORTH TOURISM	DEC 2013 HOTEL/MOTEL TAX	101	22079					\$14,016.95	\$13,316.10
		101	38420					-\$700.85	
MORRIS, TERESA	PASS REFUND	220	22040					\$124.77	\$124.77
NEGOV	YEARLY SUBSCRIPTION FEE	101	40550	3860		007		\$2,520.00	\$2,520.00
PARTY AMERICA CORPORATE OFFICE	SWEETHEART DANCE SUPPLIES	225	43580	2172		001		\$42.78	\$42.78
PMA FINANCIAL NETWORK, INC	DECEMBER 2013 BANK FEES	101	40500	4890		004		\$128.62	\$128.62
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 02-07-14	101	21740					\$30,602.43	\$30,602.43
ROESLER, MARY TERESE	EVENT SUPPLIES	101	40500	4890		015		\$21.37	\$21.37
SCHAUM, JESSICA	MILEAGE REIMBURSEMENT 9-10-13 -12-31-13	101	42050	3270				\$80.33	\$80.33
SOLBREKK	LASERFICHE SCANNER REPLACEMENT	422	40550	5800		020		\$3,573.90	\$3,573.90
ST. PAUL STAMP WORKS, INCORPOR	SIGNATURE STAMP	101	40500	2010		008		\$30.65	\$30.65
ST. PAUL, YWCA	FACILITY REFUND	220	22040					\$50.00	\$50.00
STATES, MARY KAY	FACILITY REFUND	220	22040					\$300.00	\$300.00
STEICHEN, SHARON	DISCOVER SCUBA	220	22040					\$22.00	\$22.00
STRONG-LIND, RENEE	PASS REFUND	220	22040					\$51.03	\$51.03
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:02-07-14	101	21710					\$25,064.11	\$62,882.17
		101	21730					\$30,649.92	
		101	21735					\$7,168.14	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 02-07-14	101	20420					\$60.00	
WATER CONSERVATION SERVICE, IN	LOCATE MAIN BREAKS	601	45050	3190		004		\$636.40	\$636.40
ZHENG, HONG	PASS REFUND	220	22040					\$200.00	\$200.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
							Total of all invoices:	\$223,506.70

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ACE SOLID WASTE	DUMPSTER SERVICE CC AND PARKS	220	43800	3640				\$1,076.26	\$1,232.53
		101	43710	3950				\$156.27	
ACE SOLID WASTE	MAINT CENTER SOLID WASTE PICKUP	701	46500	3640				\$247.65	
AMERICAN ENGINEERING TESTING,	GEOTECHNICAL REPORT - GRAND AVE	101	42050	3190				\$3,823.50	\$3,823.50
AMSAN BRISSMAN KENNEDY	BATH TISSUE/FOAM SOAP/CAN LINERS/CC	220	43800	2110				\$425.35	\$425.35
AMSAN BRISSMAN KENNEDY	FILTERS & BRUSH STRIP	220	43800	2110				\$46.73	\$46.73
AMSAN BRISSMAN KENNEDY	ICE MELT RESIDUE REMOVER/CC	220	43800	2110				\$78.87	\$78.87
AMSAN BRISSMAN KENNEDY	OVER THE SPILL PAD TABLET/CC	220	43800	2110				\$98.91	\$98.91
AMSAN BRISSMAN KENNEDY	CC SUPPLIES/LESS CREDIT 304075096	220	43800	2110				\$956.07	\$956.07
AMSAN BRISSMAN KENNEDY	DUO SWEEP BROOM 48"/CC	220	43800	2110				\$43.37	\$43.37
AMSAN BRISSMAN KENNEDY	SOAP/PAPER TOWELS/KLEENEX/FEBREEZE/CC	220	43800	2110				\$1,495.54	\$1,495.54
AMSAN BRISSMAN KENNEDY	BATH TISSUE/CAN LINERS/FOAM SOAP/CC	220	43800	2110				\$514.00	\$514.00
BABCOCK, ADAM	JURY DUTY MILEAGE REIMB/BABCOCK	101	38890			001		\$6.48	\$6.48
BEISSWENGERS HARDWARE	GORILLA TAPE AND HARDWARE CLOTH/CC	220	43800	2240		001		\$30.31	\$30.31
BEISSWENGERS HARDWARE	MASKING TAPE AND SCREWS/CC	220	43800	2240		001		\$32.75	\$32.75
CHESKIS, ILYA	REFUND CLOSING OVRPYMT-5590 ALBERT ST	601	36190			003		\$32.31	\$32.31
DAVIS LOCK & SAFE	KEYS FOR CITY HALL	220	43800	2240				\$9.00	\$9.00
FLEET FARM/GE CAPITAL RETAIL B	SAFETY GREEN JACKET/BABCOCK	101	42200	2180		001		\$54.99	\$54.99
HOFFMAN, WARREN	SEWER VIDEO REIMBURSEMENT/646 DALE CT S	602	45550	3190		002		\$168.00	\$168.00
HORIZON COMMERCIAL POOL SUPPLY	REPLACEMENT OF WHIRLPOOL PIPING	220	43800	2200		003		\$223.50	\$223.50
IDENTITY STORES, LLC	LIFEGUARD UNIFORM SHIRTS	220	43800	2200		002		\$715.50	\$715.50
LEAGUE OF MN CITIES INS TRUST	WORKERS' COMP 2ND INSTALLMENT 13/14	101	40100	1510				\$25.68	\$30,205.50
		101	40200	1510				\$376.17	
		101	40210	1510				\$210.89	
		101	40300	1510				\$9.22	
		101	40400	1510				\$86.75	
		101	40500	1510				\$440.24	
		101	40550	1510				\$173.75	
		101	40800	1510				\$99.96	
		101	41500	1510				\$2.99	
		101	42050	1510				\$593.30	
		101	42200	1510				\$4,491.11	
		101	43400	1510				\$1,219.75	
		101	43450	1510				\$258.51	
		101	43710	1510				\$3,542.58	
		101	43900	1510				\$79.02	
		101	44100	1510				\$395.12	
		101	44300	1510				\$102.96	
		210	42750	1510				\$25.43	
		220	43800	1510				\$3,393.75	
		225	43400	1510				\$1,182.60	
		225	43510	1510				\$78.77	
		225	43520	1510				\$844.33	
		225	43530	1510				\$1,107.07	
		225	43535	1510				\$865.26	
		225	43555	1510				\$615.98	
		225	43560	1510				\$348.50	
		225	43580	1510				\$93.48	
		225	43590	1510				\$325.81	
		230	40900	1510				\$33.15	
		240	44400	1510				\$37.89	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
		241	44500	1510			\$59.33	
		601	45050	1510			\$3,165.66	
		602	45550	1510			\$2,578.34	
		603	45850	1510			\$2,063.07	
		603	45900	1510			\$24.68	
		604	42600	1510			\$48.61	
		701	46500	1510			\$1,205.79	
MIDWAY SEWER SERVICE COMPANY	DRAIN CLEANING FAMILY LOCKER ROOM	220	43800	3810		007	\$521.00	\$521.00
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: JANUARY 2014	701	46500	2120			\$812.54	\$812.54
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: JANUARY 2014	101	20802				\$841.76	\$816.76
		101	34060				-\$25.00	
ORIENTAL TRADING COMPANY	NEW YEARS EVE SUPPLIES	225	43580	2172		002	\$16.07	\$16.07
RAMSEY COUNTY TREASURER	LIFE INSURANCE: FEBRUARY 2014	101	20414				\$2,677.98	\$2,872.98
		101	20417				\$195.00	
SAM'S CLUB DIRECT	WAVE CAFE ITEMS FOR RESALE	220	43800	2590		001	\$490.02	
		220	43800	2591		003	\$81.84	\$653.22
		220	43800	2591		001	\$81.36	
SIMPLEXGRINNELL LP	TECH.TESTED/SERVICE FIRE ALARM PANEL	220	43800	3810		003	\$495.00	
SOLBERG, CRAIG OR LINDA	REFUND CLOSING OVERPAYMENT-4760 KEVIN LN	601	36190			003	\$150.00	\$150.00
ST MARTIN, JUNE	REIMBURSEMENT FOR MAIL BOX DAMAGE	101	42200	2181		003	\$29.94	\$29.94
TARGET COMMERCIAL INVOICE	BIRTHDAY SUPPLIES/RESALE	220	43800	2591		001	\$63.09	\$63.09
WS & D PERMIT SERVICE	PERMIT REFUND - 2014-00121	101	32500				\$282.10	\$293.70
		101	20802				\$6.60	
		101	34850				\$5.00	
							Total of all invoices:	\$47,165.16

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AARP C/O RAY MURRAY	AARP DRIVER SAFETY (02/05/2014)	225	43590	3174		003		\$470.00	\$470.00
ANCHOR PAPER COMPANY	COPY PAPER/COLORED PAPER	101	40200	2010		001		\$1,187.11	\$1,187.11
ATHLETIC OUTFITTERS	EMBROIDERY	101	44100	2010				\$11.00	\$11.00
CUB FOODS	PRESCHOOL SUPPLIES	225	43555	2170				\$255.87	\$255.87
CUB FOODS	SWEETHEART DANCE SUPPLIES	225	43580	2172		001		\$39.90	\$39.90
CUMMINS NPOWER LLC	SERVICE ON WELL 5 GENERATOR 8-31-13	601	45050	3190		003		\$347.00	\$347.00
DAWOUD, YAZEED	FACILITY REFUND	220	22040					\$50.00	\$50.00
DEBORAH A. SORENSON, D.C.	STAFF DEVELOPMENT	101	40500	4500		010		\$100.00	\$100.00
DEBORAH A. SORENSON, D.C.	STAFF DEVELOPMENT	101	40500	4500		010		\$100.00	\$100.00
FOX, ROGER	CPR	220	22040					\$87.00	\$87.00
GENESIS EMPLOYEE BENEFITS, INC	ADMINISTRATION FEE: JANUARY 2014	101	20416					\$356.40	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 02-14-14	101	20431					\$798.80	\$823.80
		101	20432					\$25.00	
HEALTH PARTNERS	HEALTH INSURANCE: MARCH 2014	101	20410					\$54,203.52	\$54,203.52
HEALTH PARTNERS	HEALTH INSURANCE:MARCH 2014	101	20411					\$509.88	\$509.88
HEALTH PARTNERS	HEALTH INSURANCE: MARCH 2014	101	20411					\$509.88	\$509.88
HITCHCOCK, PETER	REIMBURSE/FROZEN H2O MAIN/727 TANGLEWOOD	601	45050	3190		004		\$250.00	\$250.00
HITCHCOCK, PETER	REIMBURSE/FROZEN H2O MAIN/727 TANGLEWOOD	601	45050	3190		004		\$430.00	\$430.00
HITCHCOCK, PETER	REIMBURSE/FROZEN H2O MAIN/727 TANGLEWOOD	601	45050	3190		004		\$1,300.00	\$1,300.00
HOFFARD, THERESA	MILEAGE	101	40200	4500		004		\$17.36	\$17.36
HOFFMAN, BRADY	SWEETHEART DANCE	220	22040					\$24.00	\$24.00
HUANG, QIUQIONG	REFUND CLOSING OVRPYMT - 293 DEMAR AVE	601	36190			003		\$55.99	\$55.99
JOHNSTON, EDWARD	PASS REFUND	220	22040					\$20.00	\$20.00
MALONEY, DEBORAH	REIMBURSEMENT:EMPLOYEE RETIREMENT EVENT	101	40200	4890				\$115.59	\$115.59
MECA	MECA CONFERENCE & MEMBERSHIP SCHAUM 2014	101	42050	4500				\$350.00	\$350.00
MEDALLION FURNITURE CORPORATIO	REMAINING PAYMENT/DECK FURNITURE	405	43800	5300				\$7,973.35	\$7,973.35
ORKIN EXTERMINATING CO INC.	PEST CONTROL CC AND CITY HALL	220	43800	3190				\$166.89	\$166.89
PAVANI, PRASANNA	PASS REFUND	220	22040					\$60.00	\$60.00
POSTMASTER	DEPOSIT IN PERMIT IMPRINT #5606 - ZONE 2	602	45550	3220				\$500.00	\$1,000.00
		601	45050	3220				\$500.00	
PRESS PUBLICATIONS	PRESCHOOL ADS	225	43555	2170				\$305.00	
SHORT ELLIOTT HENDRICKSON, INC	SHOREVIEW ANTENNA PROJECTS	601	22015					\$8,183.80	\$8,183.80
T-MOBILE	WATER TOWER CARD 1/26/14	601	45050	3190				\$63.20	\$63.20
TOKLE INSPECTIONS INC	INSPECTION SERVICES	101	44300	3090				\$1,362.40	\$1,362.40
UPPER CUT TREE SERVICES INC	PRIVATE TREE REMOVAL W013-36	101	43900	3190		003		\$1,335.85	\$1,335.85
VETVICK SALES	TOILET FOR BANQUET RESTROOM CC	220	43800	2240		001		\$247.46	\$247.46
WANG, YAN	ICE SKATINGLEVEL 1	220	22040					\$80.00	\$80.00
XCEL ENERGY	WATER TOWERS: ELECTRIC	601	45050	3610				\$190.71	\$190.71
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610				\$2,311.18	\$8,225.01
		701	46500	2140				\$5,913.83	
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/NORTH OAKS:ELECT	101	42200	3610				\$43.43	
YOUTH GROUP, PIRCHEI	FACILITY REFUND	220	22040					\$100.00	\$100.00
Total of all invoices:								\$90,951.40	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A-1 HYDRAULICS SALES & SERVICE	PARTS FOR BOBCAT BLOWER	701	46500	2220		002		\$2.49	\$2.49
ABM EQUIPMENT & SUPPLY INC	SERVICE REPAIR OF UNIT 605	701	46500	3190		002		\$241.00	\$241.00
ALLEN, DEANNE	MINUTES - 2/3 CC	101	40200	3190		001		\$200.00	\$200.00
ALLEN, DEANNE	MINUTES - 2/3 EDA	240	44400	3190				\$200.00	\$200.00
ALLIANCE BENEFIT GROUP INC	EVENT FEE/MONTHLY COBRA FEE	101	40210	3190		003		\$250.00	\$250.00
AMERICAN ENGINEERING TESTING,	COUNTY RD D CP13-01 TESTING SERVICES	573	47000	5920				\$7,053.35	\$7,053.35
AMERICAN FASTENER	SHOP SUPPLIES	701	46500	2180		001		\$33.98	\$33.98
ANCOM COMMUNICATIONS INC	RADIO BATTERIES	701	46500	2180		001		\$189.00	\$189.00
BAUER BUILT TIRE AND BATTERY I	TIRES FOR STOCK	701	46500	2230		001		\$1,250.10	\$1,250.10
BEISSWENGER'S HARDWARE	HEAT CABLE WELL 2	601	45050	2280		005		\$44.89	\$44.89
BIFF'S, INCORPORATED	BUCHER PARK UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	MCCULLOUGH PARK UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	SITZER PARK UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	SHAMROCK PARK UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	THEISEN PARK UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	WILSON PARK UNIT	101	43710	3950				\$68.50	\$68.50
BRAUN INTERTEC CORPORATION	GEO-TECH SOIL BORINGS	307	44100	4890				\$4,980.00	\$4,980.00
BWBR ARCHITECTS	CC REMODEL - JANUARY	439	43800	5910				\$4,206.75	\$4,206.75
C & E HARDWARE	SOAP	701	46500	2183		002		\$24.99	\$24.99
C & E HARDWARE	BOLTS	701	46500	2180		001		\$20.33	\$20.33
CDW GOVERNMENT, INC	PC REPLACEMENTNS-HP MONITORS	422	40550	5800		011		\$294.27	\$294.27
CENTERLINE TANK & TRAILER INC	PARTS FOR UNIT 607	701	46500	2220		002		\$111.93	\$111.93
CENTRAL HYDRAULICS INC	HYD FITTINGS FOR LARGE DUMP TRUCKS	701	46500	2220		002		\$304.50	\$304.50
COMPLETE HEALTH, ENVIRONMENTAL	JAN MTCE PLAN	101	40210	3190		007		\$610.00	\$610.00
DAVIS LOCK & SAFE	BROKEN KEY IN LOCK BOOSTER	601	45050	3190		003		\$450.00	\$450.00
DIAMOND VOGEL PAINT	PAINT	601	45050	2280		005		\$189.23	\$189.23
DOHERTY, AMBER & PAUL	REFUND PERSONAL TRAINER FEES/RELOCATED	225	34530					\$240.83	\$240.83
FACTORY MOTOR PARTS COMPANY	WINTER WIPER BLADES	701	46500	2180		001		\$252.84	\$252.84
FERGUSON WATERWORKS #2516	HYDRANT REPAIR KIT	601	45050	2280		005		\$183.54	\$183.54
FLEETPRIDE INC	PARTS FOR UNIT 204 PLOW	701	46500	2220		002		\$56.72	\$56.72
FLEETPRIDE INC	PARTS FOR UNIT 607	701	46500	2220		002		\$34.56	\$34.56
FLEXIBLE PIPE TOOL COMPANY	RODS AND SAW	602	45550	2280		001		\$577.80	\$577.80
FORCE AMERICA INC	PARTS FOR UNIT 203 PLOW	701	46500	2220		002		\$291.81	\$291.81
GOPHER STATE ONE-CALL	GOPHER ONE LOCATE CHARGE	601	45050	3190		001		\$29.98	\$119.90
		602	45550	3190		001		\$29.98	
		603	45850	3190		001		\$29.97	
		604	42600	3190				\$29.97	
GRAINGER, INC.	LIGHT FOR WELL 5	601	45050	2280		005		\$52.22	\$52.22
HILLCREST ANIMAL HOSPITAL	ANIMAL CONTROL SERVICES - JANUARY 2014	101	41100	3199				\$239.00	
HOISINGTON KOEGLER GROUP INC	TIF SERVICES - DECEMBER 2013	307	44100	4890				\$7,749.86	\$7,749.86
I-STATE TRUCK CENTER	REPAIR OF UNIT 207	701	46500	3190		001		\$675.84	
IDENTITY STORES, LLC	SERVICE DESK & WAVE UNIFORMS	220	43800	2180		002		\$1,068.82	\$1,231.32
		220	43800	2200		002		\$162.50	
IDENTITY STORES, LLC	WAVE UNIFORM VISORS	220	43800	2180		002		\$188.15	
INDUSTRIAL DOOR COMPANY, INC	OVERHEAD GARAGE DOOR SERVICE AND REPAIRS	701	46500	3196		001		\$1,866.22	\$1,866.22
INSTRUMENTAL RESEARCH INC	SAMPLES	601	45050	3190		004		\$225.00	\$225.00
KATH AUTO SUPPLY	OIL FOR WELLS	601	45050	2280		005		\$105.50	\$105.50
KELLY & LEMMONS, P.A.	JANUARY 2014 LEGAL FEES	101	40600	3020				\$3,000.69	\$9,920.55
		101	40600	3030				\$6,757.86	
		601	22015					\$60.00	
		601	22015					\$102.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
LILLIE SUBURBAN NEWSPAPERS INC	LEGAL NOTICES	101	40200	3360		001		\$112.63	\$112.63
LYNN & ASSOCIATES	CITY MANAGER COMPASS PEER GROUP	101	40200	4500		005		\$100.00	\$100.00
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002		\$96.57	\$96.57
MEMA	MEMBERSHIP/JOHNSON W	101	41500	4330				\$40.00	\$40.00
MENARDS CASHWAY LUMBER *MAPLEW	MAIL BOX'S	101	42200	2181		003		\$81.68	\$81.68
MINNESOTA RECREATION & PARK AS	AQUATIC SPECIALIST JOB AD	101	40210	3360		002		\$100.00	\$100.00
MINNESOTA SAFETY COUNCIL	AED PADS	220	43800	2180		002		\$441.60	\$669.60
		220	43800	2200		001		\$228.00	
MTI DISTRIBUTING, INC	PARTS FOR TORO MOWERS	701	46500	2220		002		\$88.90	\$88.90
MTI DISTRIBUTING, INC	WHEEL STUDS FOR TORO MOWERS	701	46500	2220		002		\$32.58	\$32.58
NAPA AUTO PARTS	FILTER FOR FUEL	701	46500	2220		002		\$25.10	\$25.10
NAPA AUTO PARTS	PARTS FOR UNIT 210	701	46500	2220		001		\$38.97	\$38.97
NAPA AUTO PARTS	SUPPLIES FOR UNIT 608	701	46500	2220		001		\$3.73	\$3.73
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2180		001		\$33.98	
NORTH SUBURBAN COMMUNICATIONS	2014 CITY CONTRIBUTION	230	40900	3190		003		\$72,375.00	\$72,375.00
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010				\$106.64	\$106.64
OFFICE DEPOT	PORTFOLIO COVERS	101	43400	2010				\$29.98	\$29.98
OFFICE DEPOT	SIGN HOLDERS LESS CREDIT 697278230001	101	43400	2010				\$34.72	\$30.38
		101	43400	2010				-\$4.34	
OFFICE DEPOT	PRESCHOOL SUPPLIES	225	43555	2170				\$92.75	
OFFICE DEPOT	PRESCHOOL SUPPLIES	225	43555	2170				\$28.76	\$28.76
OFFICE DEPOT	SIGN HOLDER	101	43400	2010				\$4.34	\$4.34
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002		\$53.20	\$53.20
OFFICE DEPOT	POCKET CARD READER	101	43400	2010				\$8.95	\$8.95
OXYGEN SERVICE COMPANY	WELDING WIRE	701	46500	2180		001		\$208.56	
PEERLESS WIPING CLOTH COMPANY	RAGS	701	46500	2180		001		\$111.25	\$111.25
PLAISTED COMPANIES, INCORPORAT	FILL SAND FOR MAIN BREAKS	601	45050	2280		002		\$711.46	\$711.46
POWER SYSTEMS	WATER EX NOODLES, 12LB BARS FOR FITCLASS	225	43530	2170		001		\$352.64	\$352.64
PRO-TEC DESIGN	SERVICES FOR FIXING CAMERAS	101	40550	3860		004		\$1,132.76	\$1,132.76
PRO-TEC DESIGN	FIX SURVEILLANCE SOFTWARE ISSUE	101	40550	3860		004		\$344.64	\$344.64
RAMSEY COUNTY	911 DISPATCH JANUARY 2014	101	41100	3198				\$8,852.32	\$8,852.32
RAMSEY COUNTY	FLEET SUPPORT FEE-JANUARY	101	41500	3890				\$24.96	\$24.96
RAMSEY COUNTY	LAW ENFORCEMENT - FEBRUARY 2014	101	41100	3190				\$160,469.99	\$160,469.99
RAMSEY COUNTY PARKS & REC.	ISLAND LAKE PARK RENTAL FOR SLICE	270	40250	3950		002		\$2,201.41	\$2,201.41
SCHINDLER ELEVATOR CORPORATION	SERVICE AND MAINTENANCE CONTRACT	701	46500	3196		002		\$413.31	\$413.31
STONEBROOKE EQUIPMENT INC	PLOW CYLINDER FOR UNIT 302	701	46500	2220		002		\$368.42	\$368.42
TERMINAL SUPPLY CO	SHOP SUPPLIES	701	46500	2180		001		\$23.28	\$23.28
TESSMAN SEED CO	ICEMELT FOR SIDE WALKS	101	43710	2260				\$737.50	\$737.50
TWIN CITY SAW & SERVICE CO	SAW BLADES	701	46500	2220		002		\$119.98	\$119.98
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$38.91	\$155.59
		601	45050	3970		001		\$38.91	
		602	45550	3970		001		\$38.91	
		603	45850	3970		001		\$19.43	
		701	46500	3970		001		\$19.43	
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$38.30	\$153.20
		601	45050	3970		001		\$38.30	
		602	45550	3970		001		\$38.30	
		603	45850	3970		001		\$19.15	
		701	46500	3970		001		\$19.15	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$60.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$46.04	\$46.04

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$60.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$46.04	\$46.04
YALE MECHANICAL INC	REPAIRS TO FURNACE/PAVILION	101	43710	3190				\$808.71	\$808.71
YOCUM OIL COMPANY INC.	DEISEL FUEL	701	46500	2120		002		\$4,744.95	\$4,744.95
YOCUM OIL COMPANY INC.	DEISEL FUEL	701	46500	2120		003		\$1,581.65	\$1,581.65
YOCUM OIL COMPANY INC.	UNLEADED GAS	701	46500	2120		001		\$2,927.38	\$2,927.38
YOCUM OIL COMPANY INC.	OFF ROAD DEISEL FUEL	701	46500	2120		003		\$1,605.17	\$1,605.17
YOCUM OIL COMPANY INC.	ON ROAD DEISEL FUEL	701	46500	2120		002		\$4,731.30	\$4,731.30
ZAHL-PETROLEUM MAINTENANCE CO	PARTS FOR FUEL PUMPS	701	46500	2220		002		\$75.21	\$75.21
ZIEGLER, INCORPORATED	STAND BY GENERATOR/MAINTENANCE CENTER	701	46500	5800				\$8,680.13	\$8,680.13
ZIEGLER, INCORPORATED	OIL SAMPLE BOTTLES	701	46500	2220		001		\$85.20	\$85.20
Total of all invoices:								\$321,066.26	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,889		
Vendor number	01901 1	2014	
Vendor name	ALLIED WASTE SERVICES #899		
Address	PO BOX 9001154 LOUISVILLE, KY 40290-1154		

Date	Comment line on check	Invoice number	Amount
01-25-14	JAN ALLIED WASTE SERVICES	0899-002414952	\$30,591.06

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
210 42750 3190	\$30,591.06

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 Schwelm

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	39,839	RETURN CHECK TO TOM H
Vendor number	00054 1	2013
Vendor name	ARNT CONSTRUCTION CO INC	
Address	PO BOX 549 HUGO, MN 55038	

Date	Comment line on check	Invoice number	Amount
02-03-14	PMT 5 OWASSO ST RECONST PROJECT 09-12	5-09-12	\$47,067.94

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
571 47000 5900	\$47,067.94

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

Reviewed by: Tom Hammitt 2/3/14 (TH)

(signature required) Tom Hammitt

Approved by: Terry Schwerm

(signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,926
Vendor number	00373 3 2014
Vendor name	LEAGUE OF MN CITIES INS TRUST
Address	C/O BERKLEY RISK ADMINISTRATORS LLC PO BOX 581517 MINNEAPOLIS MN 55458-1517

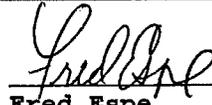
Date	Comment line on check	Invoice number	Amount
01-30-14	WORKERS' COMP 2ND INSTALLMENT 13/14	26812	\$2,918.95 30,205.50

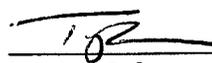
THIS IS AN EARLY CHECK, PLACE VOUCHER IN EARLY CHECK FILE

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

Account Coding	Amount
101 40100 1510	\$25.68
101 40200 1510	\$376.17
101 40210 1510	\$210.89
101 40300 1510	\$9.22
101 40400 1510	\$86.75
101 40500 1510	\$440.24
101 40550 1510	\$173.75
101 40800 1510	\$99.96
101 41500 1510	\$2.99
101 42050 1510	\$593.30

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

Reviewed by: 
 (signature required) Fred Espe

Approved by: 
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	40,003
Vendor number	01276 1 2014
Vendor name	HEALTH PARTNERS
Address	NW 3600 PO BOX 1450 MPLS MN 55485-3600

Date	Comment line on check	Invoice number	Amount
02-06-14	HEALTH INSURANCE: MARCH 2014	45940366	\$54,203.52

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
101 20410	\$54,203.52

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,870
Vendor number	00510 2 2014
Vendor name	NORTH SUBURBAN COMMUNICATIONS COMM
Address	2670 ARTHUR STREET ROSEVILLE MN 55113

Date	Comment line on check	Invoice number	Amount
02-04-14	2014 CITY CONTRIBUTION	13-482	\$72,375.00

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding Amount

Account Coding	Amount
230 40900 3190 003	\$72,375.00

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

Reviewed by: Terri Hoffard
 (signature required) Terri Hoffard

Approved by: Terry Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,933
Vendor number	01337 2 2014
Vendor name	RAMSEY COUNTY
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097

Date	Comment line on check	Invoice number	Amount
02-07-14	LAW ENFORCEMENT - FEBRUARY 2014	SHRFL-001278	\$160,469.99

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41100 3190	\$160,469.99

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Ordinance No. 918 establishing a fee schedule for the 2013 operation and maintenance costs associated with the Augmentation of Snail Lake against the 72 residential units located within the Snail Lake Improvement District.

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

REGULAR COUNCIL MEETING
FEBRUARY 18, 2014

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: TOM WESOLOWSKI, CITY ENGINEER
DATE: FEBRUARY 13, 2014
SUBJ: ANNUAL OPERATION AND MAINTENANCE CHARGES FOR
PROPERTIES WITHIN THE SNAIL LAKE IMPROVEMENT DISTRICT

INTRODUCTION

The Snail Lake Improvement District (SLID) Board and City staff has identified operation and maintenance costs for Snail Lake Augmentation for 2013. Council action is required to establish benefiting properties in the District, identifying costs, and set rates for the recovery of the 2013 operation and maintenance costs payable in 2014 on the quarterly utility bills.

BACKGROUND

The SLID, Ramsey County, and the City of Shoreview have an agreement pertaining to the augmentation of Snail Lake. The District's primary purpose is to oversee the augmentation of lake levels, approve a budget, and propose amendments to the bylaws as necessary. Per the established agreement, the costs for operation and maintenance are shared between the landowners (45.4%), Ramsey County (13.8%), and the City of Shoreview (40.8%).

The benefiting homeowners within the SLID are also responsible for paying a portion of the project costs associated with the Snail Lake Augmentation Screening Facility, which was constructed in 2009. The project costs were shared between the property owners of the SLID, Ramsey County, and the City of Shoreview at the same percentage levels as the yearly operation and maintenance costs of the augmentation pumping. The portion of the project costs assigned to the property owners within the SLID was financed by the City and is billed to the property owners over a 10-year period as part of their annual SLID charge.

DISCUSSION

The Snail Lake Augmentation costs for operation and maintenance during 2013, including water augmentation, annual permit, electric costs, maintenance costs, and staff time charges are summarized below:

<u>ITEM</u>	<u>COST</u>
Water Augmentation	\$ 694.13
DNR Permit Fee	\$ 444.00
Electric Utilities	\$ 4,060.82
Maintenance Supplies	\$ 325.00
Staff Time	\$ 8,469.05
General Liability Insurance	\$ <u>1,070.72</u>
TOTAL	\$ 15,063.72*

* Costs are subject to a final audit

The allocation of the Snail Lake Augmentation costs for 2013 operation and maintenance is as follows:

<u>Allocation</u>	<u>Allocation Costs</u>
City of Shoreview (40.8%)	\$ 6,146.00
Ramsey County (13.8%)	\$ 2,078.79
<u>SLID Property Owner Costs</u>	
Property Owners (45.4%)	\$ 6,838.93
Property Owners Debt Service (Screening Facility)	\$ 27,432.95
Historical Adjustments*	\$ <u>37.91</u>
Total Cost	\$ 34,309.79*

*Historical adjustments from the previous year that occur due to estimated billing versus actual expenses.

The resulting cost to the benefiting homeowners within the Snail Lake Improvement District for 2013 operation and maintenance and debt service costs is \$34,309.79. Currently there are 72 benefiting property owners located within the SLID, as depicted on the map and property listing attached at the end of this report. The total cost is divided equally among the 72 benefiting homeowners and billed on a quarterly basis, which equates to a \$119.13 per quarter per unit charge.

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance establishing a fee schedule for the 2013 operation and maintenance costs associated with the Augmentation of Snail Lake against the 72 residential units located within the Snail Lake Improvement District.

CITY OF SHOREVIEW

ORDINANCE NO. 918

AN ORDINANCE ESTABLISHING A FEE SCHEDULE
FOR THE OPERATION AND MAINTENANCE COSTS ASSOCIATED WITH THE
AUGMETATION OF SNAIL LAKE, EFFECTIVE MARCH 1, 2014

THE COUNCIL OF THE CITY OF SHOREVIEW ORDAINS:

Section 1. Pursuant to Minnesota Law, and the Shoreview City Code, and upon review and analysis of City Enterprise Funds, a fee schedule for the operation and maintenance costs associated with the augmentation of Snail Lake is hereby adopted.

2014 Snail Lake Augmentation Fee Schedule

- (a) The fees for the operation and maintenance costs associated with the augmentation of Snail Lake be set by the Shoreview City Council
- (b) The Snail Lake Improvement District Board has reviewed the current Augmentation Fee Schedule and is recommending that the 2013 Snail Lake Augmentation Fee Schedule, hereto attached as Amendment 1 to Exhibit A, be adopted.
- (c) Upon consideration and review of the Shoreview City Council, the 2014 Snail Lake Augmentation Fee Schedule, hereto attached as Exhibit A, is hereby adopted and becomes effective March 1, 2014.

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

Sandra C. Martin, Mayor

Adopted February 18, 2014
Published _____
Effective _____

AMENDMENT 1 TO EXHIBIT A

Snail Lake Augmentation Charges:

Homeowner with the Snail Lake Improvement District	\$ 119.13 per unit per quarter
---	---------------------------------------

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the CAD and Mobile Data Agreement with Ramsey County.

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

Regular Council Meeting
February 18, 2014

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: FEBRUARY 14, 2014

**SUBJECT: AGREEMENT WITH RAMSEY COUNTY FOR NEW COMPUTER AIDED DISPATCH
AND MOBILE DATA SYSTEM**

INTRODUCTION

Ramsey County operates a consolidated emergency communications center (EEC) that serves nearly all of the communities within Ramsey County. One of the key components of the EEC is the computer aided dispatch (CAD) and Mobile Data Systems. These systems are in need of replacement and the County is requiring that all members of the joint powers agreement for the EEC approve an agreement related to the replacement of the new CAD and Mobile Data Systems.

BACKGROUND

The City of Shoreview, along with most other cities in Ramsey County, are part of a Joint Powers Agreement (JPA) with the County for the operation and maintenance of an emergency communications center. This ECC receives and dispatches all calls for police and fire emergency services. Since the implementation of the new ECC at the County, they have used a Computer Aided Dispatch System (CAD) that is owned by the City of St. Paul. This CAD system is now at the end of its useful life and is in need of replacement. During the past several months, the County has been working with various police and fire departments throughout the County to develop plans and specifications and review proposals for a new CAD and Mobile Data System. The County plans to implement this new system in 2015.

The County is requiring that all member cities that are part of the JPA, approve an agreement that establishes the parameters for the provision of "CAD services" to the member cities. Essentially, the County, working with both a technical and policy committees, is responsible for the purchase and implementation of the CAD and Mobile Data System. Each member city will be responsible for the cost of any member owned hardware and software and cost of ongoing cell or wireless services. These costs will be passed on to Shoreview through our agreements with Ramsey County for police services and with Lake Johanna Fire Department for fire services.

The member cities will also be directly responsible for 40% of the cost of ongoing system operating maintenance and administrative support. In addition, member cities will be responsible for 40% of future system replacement costs. These two costs will be billed directly

to Shoreview as part of our current monthly payments for the Emergency Communication Center.

This agreement (attached) will expire on December 31, 2016, consistent with the joint powers agreement for the Emergency Communication Center.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council approve the CAD and Mobile Data Agreement with Ramsey County.

CAD and Mobile Data Agreement Among Ramsey County and Members

This is an agreement between the County of Ramsey, a political subdivision of the State of Minnesota, through the Emergency Communications Department, 388 13th Street, Saint Paul, MN 55101 (“County”) and the City of Shoreview, 4600 Victoria St N, Shoreview, MN 55126 (a “Member”).

WHEREAS, All public safety agencies in Ramsey County currently use a Computer Aided Dispatch (“CAD”) System owned by the City of Saint Paul; and

WHEREAS, The County operates the Ramsey County Emergency Communications Center (“ECC”); and

WHEREAS, The County has Dispatch Joint Powers Agreements in place with the Members to provide dispatch services that will expire on December 31, 2016; and

WHEREAS, Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposals (“RFP”) for an integrated public safety CAD/Mobile system (“System”), to be owned by the County and used County-wide by the ECC, the White Bear Lake Emergency Communications Center (“WBLECC”), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that implementation of the System will occur in 2015; and

WHEREAS, The parties to this Agreement hereby agree as follows:

1. Purpose: The purpose of this CAD and Mobile Data Agreement (“Agreement”) is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data services (“CAD Services”) by the County to the Members, and to delineate the terms and conditions under which the County will provide these CAD Services. All Parties agree to work cooperatively to fulfill the terms and purpose of this Agreement.

2. Definitions

For purposes of this Agreement, the following terms have the indicated meanings:

- 2.1 **Additional Member** means any Governmental Unit that signs this Agreement with the County on or after January 1, 2015.
- 2.2 **Agreement** means this CAD and Mobile Data Agreement among Ramsey County and Members, as may be amended from time to time.
- 2.3 **AVL/Automatic Vehicle Location System** means a combination of hardware and services that can detect the near-real time location of a vehicle and send that information to the CAD System so it can be displayed on a map.
- 2.4 **CAD/Computer-Aided Dispatch or Dispatching** is a computer-based system that allows persons in a dispatch center to create and update records of calls for service and to easily view and understand the status of all units being dispatched. CAD

provides displays and tools so the dispatcher can handle calls-for-service as efficiently as possible.

- 2.5 **CAD System** means the combination of hardware, software and services the County utilizes to provide CAD System functionality to Members as described in the System Purchase Agreement Between TriTech Software Systems and Ramsey County, MN, dated July 12, 2013 (pursuant to Ramsey County Board Resolution 2012-313), incorporated herein in its entirety and made a part of this Agreement by reference. The County owns the CAD System hardware and software.
- 2.6 **CAD System Vendor** means one or more entities from whom the County procures the CAD System.
- 2.7 **County** means Ramsey County.
- 2.8 **Department** means the Ramsey County Department of Emergency Communications.
- 2.9 **Director** means the Director of the Ramsey County Department of Emergency Communications, who reports to and serves at the pleasure of the County Manager.
- 2.10 **Emergency Communications Center/ECC** means the location from which the County provides dispatching services for police, fire, emergency medical services, and other public safety functions.
- 2.11 **Governmental Unit** means, for purposes of this Agreement, the definition set forth in Minnesota Statutes §471.59.
- 2.12 **Initial Member** means any Governmental Unit that signs this Agreement with the County before January 1, 2015.
- 2.13 **Member** means either an Initial Member or an Additional Member.
- 2.14 **Mobile Data System** means the combination of hardware, software, and services used by the County to facilitate Members' use of the System on mobile devices.
- 2.15 **Operational Contact** means a person and an alternate person representing a Member who will receive technical notifications and provide technical coordination between that Member and the County.
- 2.16 **Party** means the County or any Member.
- 2.17 **Qualified Committee/Subcommittee Member** means an individual sitting as a named Committee or Subcommittee member and not legally disqualified. Qualified members may be represented by designees where provided by this Agreement.
- 2.18 **Recovery Time Objective** means the duration of time within which a business process must be restored after a disaster or disruption in order to avoid unacceptable consequences.
- 2.19 **System** means the combined CAD System, Mobile Data System, AVL System and Fire Alerting System.
- 2.20 **System Investment Fund** means a budget fund to pay for equipment replacement and make ongoing investments in the System.

- 2.21 **System Manager** means the Ramsey County employee who is responsible for management of the System and who reports to the Director.
- 2.22 **System Replacement Fund** means a budget fund for eventual replacement of the System.
- 2.23 **System User** means an individual or agency of a Governmental Unit that is authorized to utilize the System.
- 2.24 **Year** means one calendar year.

3. Membership

- 3.1 Only a Governmental Unit (“Entity”) that is a party to an agreement with the County for Dispatch Services (“Dispatch Agreement”) and is within the boundary of Ramsey County may become a Member under this Agreement.
- 3.2 An Entity that is not an Initial Member may become an Additional Member using the following process:
 - 3.2.1 The Entity submits to the Chair of the CAD Policy Committee a resolution of the Entity’s governing body approving the submission of a request to become a Member under the terms and conditions of this Agreement.
 - 3.2.2 The CAD Policy Committee reviews the request in consultation with appropriate County staff (which may include ECC staff, Attorney(s) and/or Administration staff), and takes action on such request within 120 days of receipt of the request.
 - 3.2.3 Upon approval of membership by the CAD Policy Committee, the requesting Entity and the County execute a duplicate of this Agreement, or the version of this Agreement then in effect for all Members.
 - 3.2.4 Within 60 days of Agreement execution, the Additional Member pays an initial one-time fee to cover licensing and other startup costs as described in section 8. Cost/Payment.
- 3.3 Upon final execution of this Agreement and receipt of the initial one-time fee, the Entity shall become an Additional Member and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

4. Governance

4.1 CAD Policy Committee

- 4.1.1 The CAD Policy Committee is hereby created with the duties, powers, and responsibilities as set forth in this Agreement.
- 4.1.2 The CAD Policy Committee (“Committee”) shall be comprised of the members of the Dispatch Policy Committee as identified in section 4.02 of the 2005 Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations (“Dispatch JPA”), an excerpt of which is attached hereto and made part of this agreement as **Exhibit 1**,

and the Officers of the Dispatch Policy Committee shall serve as the Officers of the CAD Policy Committee.

4.1.3 The CAD Policy Committee Officers shall have the duties, powers and responsibilities set forth in this Agreement.

4.1.4 Officers

4.1.4.1 The duties of the Chair shall be as follows:

4.1.4.1.1 approve the agenda for Committee meetings, with the input and assistance of the Director and other Committee members;

4.1.4.1.2 preside at Committee meetings;

4.1.4.1.3 sign all official documents as authorized by the Committee;

4.1.4.1.4 make reports, directly or through a designee, to the Committee and the Ramsey County Board as required or deemed appropriate; and

4.1.4.1.5 perform such other duties as are incident to the office and properly expected by the Committee.

4.1.4.2 The duties of the Vice Chair shall be as follows:

4.1.4.2.1 in the absence of the Chair, to perform the duties of the Chair; and

4.1.4.2.2 to perform such duties as may be requested by the Chair.

4.1.4.3 The Director shall serve as executive secretary to the Committee and shall provide all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.1.5 Powers and Authority of the CAD Policy Committee

4.1.5.1 The Committee shall assist the County in reviewing and evaluating the performance of the System to ensure that the service meets the needs and expectations of the Members and System Users.

4.1.5.2 The Committee shall make recommendations to the County Manager, the Director and the System Manager concerning the facilitation of public safety services through use of the System.

4.1.5.3 The Committee shall periodically review operations and make recommendations to the Director on the operations, standards, and budget for the System.

4.1.5.4 The Committee shall serve as an appeals body as provided in this Agreement.

- 4.1.5.5 The Committee shall review the proposed annual budget prepared by the Director, and after any agreed-upon modifications, make a recommendation to the County Board to approve the budget.
- 4.1.5.6 The Committee will approve fund balance goals for the System Investment Fund every two years.
- 4.1.5.7 The Committee may report issues regarding the performance of the Director to the County Manager. The County Manager will work with the Director in an expeditious manner to resolve any concerns raised by the Committee.

4.1.6 Meetings and Voting

- 4.1.6.1 The Committee shall meet at least quarterly during the first year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair.
- 4.1.6.2 Each Party and each representative on the Committee shall be responsible for complying with requirements of State statutes relating to open meetings.
- 4.1.6.3 Each Committee member may cast one vote.
- 4.1.6.4 Committee members may not appoint proxies or designees.
- 4.1.6.5 A decision of the Committee requires a quorum and approval by a majority of the Committee members present.
- 4.1.6.6 A quorum of the Committee means one half of the Qualified Committee Members plus one.
- 4.1.6.7 At its first meeting, the Committee shall adopt a process for resolving tie votes.

- 4.1.7 Unless earlier dissolved by mutual written agreement of all of the then-current Members, the CAD Policy Committee will continue to operate for the duration of this Agreement.

4.2 CAD Command Subcommittee

- 4.2.1 A CAD Command Subcommittee ("Subcommittee") shall be formed, to be comprised of one Chief or Command level person from each of the following System Users:
 - 4.2.1.1 The Ramsey County Sheriff's Office;
 - 4.2.1.2 If Saint Paul signs this Agreement, Saint Paul Police and Saint Paul Fire;
 - 4.2.1.3 If Maplewood signs this Agreement, Maplewood Police and Maplewood Fire;

- 4.2.1.4 For other System Users, one suburban fire department and one suburban police department.
- 4.2.2 CAD Command Subcommittee Membership, Voting, and Meetings.
 - 4.2.2.1 The System Users identified in this Agreement as members of the Subcommittee shall each select their own representatives except that the suburban fire department representative (other than Maplewood) will be selected annually by the Ramsey County Fire Chiefs Association and the suburban police department representative (other than Maplewood) will be selected annually by the Ramsey County Chiefs of Police.
 - 4.2.2.2 The Subcommittee members shall select a Chair and a Vice Chair at its first meeting.
 - 4.2.2.3 The Subcommittee will meet quarterly or at such other intervals as determined by the Subcommittee members.
 - 4.2.2.4 Voting representation on the CAD Command Subcommittee shall be as follows:
 - 4.2.2.4.1 The City of Saint Paul Fire Chief (or designee) shall have two (2) votes
 - 4.2.2.4.2 The City of Saint Paul Police Chief (or designee) shall have two (2) votes
 - 4.2.2.4.3 The Ramsey County Sheriff's Office (or designee) shall have one (1) vote
 - 4.2.2.4.4 The City of Maplewood Fire Chief (or designee) shall have one (1) vote
 - 4.2.2.4.5 The City of Maplewood Police Chief (or designee) shall have one (1) vote
 - 4.2.2.4.6 The remaining suburban Fire agencies shall be represented by one Fire Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.4.7 The remaining suburban Police agencies shall be represented by one Police Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.5 A decision of the Subcommittee requires a quorum and approval by a majority of the Subcommittee members present.
 - 4.2.2.6 A quorum of the Subcommittee means one half of the Qualified Subcommittee Members plus one.
 - 4.2.2.7 Subcommittee members may appoint designees.

- 4.2.3 CAD Command Subcommittee roles and responsibilities:
 - 4.2.3.1 Provide System User input to the System Manager into the process of developing protocols and standards for the System.
 - 4.2.3.2 Provide a forum for the exchange of ideas between System staff and System Users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
 - 4.2.3.3 Provide input to the CAD Policy Committee as to the overall performance of the System in serving the needs of the System Users.
 - 4.2.3.4 Review the Director's proposed CAD budget and make recommendations to the CAD Policy Committee. CAD Command Subcommittee members may invite Member finance staff to budget meetings.
 - 4.2.3.5 Review and approve System and security standards as those standards may change over time. See section 10.
- 4.2.4 Issues that cannot be resolved by the Subcommittee shall be referred to the CAD Policy Committee.
- 4.3 CAD Operations Groups (Law Enforcement and Fire/EMS)**
 - 4.3.1 **Membership:** these groups consist of end user representatives, with technical personnel invited as needed:
 - 4.3.1.1 The Law Enforcement Operations Group shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the System.
 - 4.3.1.2 The Fire/EMS Operations Group shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the System.
 - 4.3.2 **Roles and responsibilities:** The Operations Groups bring forward, document, discuss and attempt to resolve technical and operational matters. These Groups provide advice and recommendations regarding technical and operational issues to the CAD Command Subcommittee.
- 4.4 Conducting business (for all committees, subcommittees and operations groups)**
 - 4.4.1 There will be a Charter for each group.
 - 4.4.2 There will be written minutes of each meeting.

5. System Operation: Responsibilities of the Parties

5.1 General/Overview

- 5.1.1 The County will own and operate the System, as defined in this Agreement, for the use and benefit of the Members. This section delineates the responsibilities of the County and the Members for the procurement and operation of hardware, software, and services necessary for the System.
- 5.1.2 The County and the Members will ensure that their equipment used to access and use the System meets standard specifications established by the CAD System Vendor, and that equipment is in good working order, software is up-to-date and services are managed to meet agreed-upon service levels.
- 5.1.3 In order to meet the requirements of 5.1.2, the County and the Members will develop and implement refresh cycles for equipment and budget for needed software upgrades, maintenance and services.
- 5.1.4 The County will ensure that its CAD operations are sufficiently resourced and budgeted to fulfill the terms of this Agreement.
- 5.1.5 All Parties to this Agreement will make internal practices, books, and records available for audit as authorized or required by this Agreement and applicable law.
- 5.1.6 All Parties to this Agreement will work cooperatively to address audit findings.

5.2 CAD System

- 5.2.1 The CAD System provides functionality such as call input, call dispatching, call status maintenance, base map, event notes, field unit status and tracking, and call resolution and disposition.
- 5.2.2 County Responsibilities. The County is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
 - 5.2.2.1 Computing hardware, platform and systems capable of running the CAD server and client software per the CAD System Vendor's standard specifications for the version in use.
 - 5.2.2.2 CAD System firmware updates.
 - 5.2.2.3 Operating system (OS) software that runs on the CAD computing hardware, and appropriate licensing for the OS software.
 - 5.2.2.4 Centralized CAD software applications that run on the computing platform (server software).
 - 5.2.2.5 Applications that are licensed to the County as part of the System.
 - 5.2.2.6 Licenses to use the CAD software at dispatch stations/consoles, and the ongoing maintenance of that software.

- 5.2.2.7 Loading of the CAD software at dispatch stations/consoles.
 - 5.2.2.8 Display and input devices at the ECC and Disaster Recovery (“DR”) sites.
 - 5.2.2.9 Printers at the ECC and DR sites.
 - 5.2.2.10 Access to web-based CAD end-user software that allows System Users to view CAD information.
 - 5.2.2.11 Installation of CAD client software on end user computer systems brought to the County’s service location, and 24/7 on-call troubleshooting support for Members who load the CAD client software at their own fixed remote locations.
 - 5.2.2.12 Manage System User accounts to ensure System Users are able to access needed services and information, in accordance with approved security standards.
 - 5.2.2.13 Database maintenance to keep up to date incident type codes, priority codes, emergency response area/beats, response plans, and resource assignment tables.
 - 5.2.2.14 Written instructions for self-installation of CAD client software (as applicable) on one version each of up to three (3) operating system platforms (e.g., Windows, iOS, Android).
- 5.2.3 Member Responsibilities. Each Member is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
- 5.2.3.1 Computing systems capable of running the CAD client software per the CAD System Vendor’s standard specifications. This may include desktop or laptop computers, tablets or other computing devices.
 - 5.2.3.2 Internal testing of approved System modifications against Member-owned hardware and software.
 - 5.2.3.3 Installation of CAD client software at the Member’s fixed locations (if agency chooses not to bring the systems to the County’s service location).
 - 5.2.3.4 Printers at the Member’s own locations.

5.3 Mobile Data System

- 5.3.1 The Mobile Data System provides an interface between the user of the CAD client software on mobile devices and the ECC, as well as an interface to field reporting software accessed by the mobile device. This system provides two-way data transfer regarding dispatched incidents. Types of data transferred include time at which the responding vehicle arrives and clears calls.

5.3.2 County Responsibilities. The County is responsible for the following Mobile Data System hardware, software, and related services:

5.3.2.1 Computing hardware platform (e.g., servers) on which the County-provided Mobile Data System software operates.

5.3.2.2 Mobile Data System server firmware updates.

5.3.2.3 Server/host-based CAD mobile data application software for the County-provided Mobile Data System, including maintenance of licenses and implementation of patches and updates.

5.3.2.4 Applications that are licensed to the County as part of the Mobile Data System.

5.3.2.5 Mobile data client software for Members, including maintenance of licenses. Maintenance of System User accounts to ensure System Users are able to access needed services and information.

5.3.2.6 Database maintenance to keep up to date incident type codes, priority codes, emergency response areas/beats, response plans and resource assignment tables.

5.3.3 Member Responsibilities. Each Member is responsible for the following Mobile Data System hardware, software, and related services:

5.3.3.1 Wireless connectivity service (e.g., commercial cellular data services) over which to transmit CAD and CAD-related data.

5.3.3.2 Wireless signal antennas and receivers/transmitters for computing devices, which may be built in or external to the device.

5.3.3.3 Client computing devices/hardware on which to run the Mobile Data System software that meet standard specifications established by the CAD System Vendor.

5.3.3.4 Security on Member-owned devices according to applicable state and federal security requirements.

5.4 Wireless Data Security and Persistent Connectivity Service

5.4.1 The Wireless Data Security and Persistent Connectivity Service encrypts CAD and Mobile Data information that is sent over commercial wireless services. The Wireless Data Security and Persistent Connectivity Service also maintains usability when the wireless service is unavailable and reconnects automatically when that service is again available.

5.4.2 Services by other than County

5.4.2.1 After submitting a written plan to the ECC Director and after receiving written approval of that plan from the ECC Director and the CAD Command Subcommittee, a Member may elect to provide wireless data security and persistent connectivity services

on its own, and/or to contract with entities other than the County to provide these services. This is applicable only to wireless data security and persistent connectivity services and will be known as “opting out” or “opt out”.

5.4.2.2 A Member may choose to opt out of services for a subset of its System Users, for example, for only Law Enforcement personnel.

5.4.2.3 Should a Member opt out, the ECC would remain the “first call for help” for that Member’s System Users per section 5.4.3.6.

5.4.2.4 A Member that opts out is responsible for all elements of the provision and maintenance of the wireless data security and persistent connectivity service except 5.4.3.6.

5.4.3 County Responsibilities. The County is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services for Members who do not opt out of having the County provide wireless data security and persistent connectivity service:

5.4.3.1 Acquisition of the service(s) and management of any necessary contracts.

5.4.3.2 Working with the Members and State of Minnesota to transition from existing licenses and agreements.

5.4.3.3 Distribution of client software (as needed) to subscribing Members, and maintaining licenses and updates for that software.

5.4.3.4 Applications that are licensed to the County as part of the Wireless System.

5.4.3.5 Maintenance of System User accounts to ensure that System Users are able to access needed services and information.

5.4.3.6 “First call” troubleshooting of connectivity issues.

5.4.3.7 Written installation standards/guidelines.

5.4.3.8 Initial installation of client software on end user computing devices at the County’s service location.

5.4.4 Member Responsibilities. Each Member is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services:

5.4.4.1 Allowing the County to push software updates to end user computing devices. This does not apply to Members that opt out.

5.4.4.2 Management of wireless accounts to ensure that System Users are able to access needed services and information.

5.5 AVL System

- 5.5.1 An Automatic Vehicle Location (“AVL”) System, within the context of this Agreement, acquires vehicle location information via GPS signaling using an antenna and receiver in each vehicle. That location information is then transmitted by the Mobile Data System in the vehicle (via commercial wireless) to the ECC.
- 5.5.2 County Responsibilities. The County is responsible for the following AVL System hardware, software, and services:
 - 5.5.2.1 Computing hardware platform (e.g., servers) on which the County-provided AVL System software operates.
 - 5.5.2.2 Server/host-based AVL application software for the County-provided AVL System.
 - 5.5.2.3 Applications that are licensed to the County as part of the AVL System.
 - 5.5.2.4 Interfaces between the AVL System and the CAD and Mobile Systems.
 - 5.5.2.5 Licenses for AVL System client software to be used on end user computing devices, and software maintenance, including updates.
 - 5.5.2.6 Written installation standards/guidelines.
- 5.5.3 Member Responsibilities. Each Member is responsible for the following AVL System hardware, software, and services:
 - 5.5.3.1 Vehicle antennas and the installation of those antennas including cabling and other required hardware and services.
 - 5.5.3.2 GPS receivers (radios) and the installation of those in vehicles.
 - 5.5.3.3 Physical connections between the GPS receivers and the mobile data system computing devices (laptop, tablet) in the vehicles (if GPS is not built into the devices) and verification that GPS position data is being relayed to the device and mobile application.

5.6 End User Computing Devices

- 5.6.1 End user computing devices such as desktops, laptops and tablets provide a means to access and input CAD and Mobile Data information. End user computing devices may be handheld, connected to building networks or installed in vehicles.
- 5.6.2 County Responsibilities. The County is responsible for the following end user computing device hardware, software, and related services:
 - 5.6.2.1 Providing and maintaining end user computing devices and associated operating system software for the end user computing devices at the ECC.

5.6.2.2 Informing Members of changes to end user computing devices that are driven by the System, i.e., Operating System compatibility issues.

5.6.2.3 First call troubleshooting for System software.

5.6.3 Member Responsibilities. Each Member is responsible for the following end user computing device hardware, software, and services:

5.6.3.1 Providing and maintaining end user computing devices and associated software for use of Member personnel.

5.6.3.2 Ensuring that end user computing devices and associated software that will be used to access the System comply with standard specifications established by the CAD System Vendor.

5.6.3.3 Providing and maintaining all non-System related (third-party) software, hardware and peripherals on end user computing devices.

5.6.3.3.1 Should any Member decide to install additional third-party software on, or alter the configuration of, its end user computing devices, it does so at its own risk. Members must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of such additional software. The County will test additional software for compatibility with the System at the request of Members. Such testing will be charged to the requesting Member.

5.6.3.4 Keeping operating systems, applications and web browsers on Member end user computing devices up to date by applying appropriate patches, updates and upgrades in a timely manner, and according to standards to be developed per section 10.

5.7 Fire Department Alerting

5.7.1 Definitions:

5.7.1.1 **Fire Department** Alerting means the process and method used by the ECC to notify an agency that a call for service exists. This process begins at the dispatch console when a call is received and continues through the System until the notification is received by any or all of the following means: the Fire Station Controller, a two-tone voice paging device, or a messaging device that receives email, text, SMS, etc.

5.7.1.2 **Fire Station** Alerting means the process and method used by the Fire Station Controller to disseminate the alert within the station (using peripheral devices such as speakers, lights, menu boards,

monitors, printers, etc.) that is received through the Fire Department Alerting process.

5.7.2 County Responsibilities. The County is responsible for the following:

- 5.7.2.1 Related to Fire **Department** Alerting services, the County will provide and maintain all necessary software and equipment (servers, routers, radio systems, two-tone paging systems, digital messaging systems, etc.) required at the ECC to operate a communications gateway that interfaces with the CAD System to generate and transmit messages/alerts to remote Fire Station Controllers and/or devices using both primary/secondary means of communications (existing data networks, radio systems, phone lines, etc.).
- 5.7.2.2 Related to Fire **Department** Alerting services at fire station locations, the County is responsible to provide and maintain a device (Fire Station Controller) to receive dispatched calls at each fire station that uses an alerting system.

5.7.3 Members Responsibilities. Each Member is responsible for the following:

- 5.7.3.1 Fire **Station** Alerting – each Member that utilizes Fire Station Alerting is responsible for providing and maintaining all connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert. Peripherals may include such items as speakers, lights, menu boards, monitors, printers, or any device that the Fire Station Controller communicates with in the fire station.
- 5.7.3.2 Fire Department **Paging** – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two-tone voice pages from the ECC.
- 5.7.3.3 Fire Department **Messaging** – each Member that utilizes fire department messaging (email, text, SMS, etc.) is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

5.8 Network Infrastructure

5.8.1 A **Wide Area Network (WAN)** is a telecommunication network that covers a broad area.

- 5.8.1.1 The point of WAN demarcation between the County and a Member is the firewall system designated to support the CAD/Mobile Data/AVL/Fire Alerting System at the Member's location. Note: If a Member uses web-based access, a dedicated WAN connection to the ECC may not be required.

- 5.8.1.2 **County Responsibilities**
 - 5.8.1.2.1 The County is responsible for procuring and maintaining secured WAN connections needed to support the System (for example, to the State).
- 5.8.1.3 **Member Responsibilities**
 - 5.8.1.3.1 Each Member is responsible for procuring and maintaining any necessary secured WAN connections from their site(s) to the ECC in order to access the System.
 - 5.8.1.3.2 Moves, additions, and changes to WAN connections that are initiated by a Member are the responsibility of that Member.
- 5.8.2 **Firewall systems** are used to help keep a network secure. The primary objective is to control the incoming and outgoing traffic by determining whether data packets should be allowed through.
 - 5.8.2.1 County Responsibilities. The County will provide and maintain firewall systems for the ECC and backup ECC sites.
 - 5.8.2.2 Member Responsibilities. Members who wish to have a dedicated WAN connection to the System must provide and maintain their own firewall systems at their locations.
- 5.8.3 **Routing systems** forward data packets between different types of networks, such as from WANs to LANs. For this System, routing services are required at the ECC and at the backup dispatch facility. The County is responsible for these systems.
- 5.8.4 **Local area network (LAN) infrastructure** consists of network cabling, local wireless (e.g., WiFi), and switching systems within a building.
 - 5.8.4.1 County Responsibilities. The County is responsible for LAN infrastructure at the ECC.
 - 5.8.4.2 Member Responsibilities. Each Member is responsible for LAN systems within the Member's own facilities.
- 5.8.5 **Antivirus services** protect operating systems and other software from malicious code.
 - 5.8.5.1 The County and all Members are individually responsible to maintain antivirus services on all computing devices that access the System. Those antivirus services must meet all applicable state and federal requirements.
 - 5.8.5.2 The County and all Members have the right to disconnect systems/hardware/devices found to be compromised in a way that poses an immediate threat.

5.8.6 **Authentication** is used to ensure that only authorized users may access the System.

5.8.6.1 Members must use authentication methods that comply with applicable state and federal security requirements.

5.8.6.2 Members are responsible for the costs to implement and maintain authentication.

5.9 Interfaces – these are software programs developed specifically to link other software applications to the System. For cost allocations, refer to section 8.

5.9.1 The entities named below will be responsible to ensure the identified interfaces or their replacements or version changes listed below operate according to applicable specifications.

5.9.2 County Responsibilities.

5.9.2.1 The County is responsible for **both “ends”** of the following interfaces:

5.9.2.1.1 Alphanumeric paging

5.9.2.1.2 ANI/ALI/E9-1-1

5.9.2.1.3 BCA LEMS

5.9.2.1.4 Apparatus move-up management (one-way data export out of System) [DECCAN Live MUM at the time of the original Agreement]

5.9.2.1.5 Fire Department/Station alerting (one-way from System to alerting application)

5.9.2.1.6 Knowledge Center (Emergency Management)

5.9.2.1.7 Pictometry

5.9.2.2 The County is responsible for the **County’s “end”** of the following interfaces:

5.9.2.2.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

5.9.2.2.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement].

5.9.2.2.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement].

5.9.2.2.4 Law Enforcement Records Management Systems (one-way data export out of System).

5.9.2.2.5 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement].

5.9.2.2.6 Field Reporting (one-way data export out of System).

5.9.2.3 The County is responsible for ensuring that information from the System is transferred via the provided Interfaces.

5.9.2.4 The County will provide "First Call" troubleshooting of identified interfaces.

5.9.3 Member Responsibilities. Members are responsible for the **User/Member "end"** of the following interfaces:

5.9.3.1 HazMat, pre-plan, and premise information, by those Members that use it.

5.9.3.2 City of Saint Paul's locally developed Law Enforcement Records Management System, by the City of Saint Paul.

5.9.3.3 Ramsey County Sheriff's Office Law Enforcement Records Management System, by Ramsey County Sheriff's Office.

5.9.3.4 Law Enforcement Records Management System used by the cities of Roseville, Lauderdale, Falcon Heights, and North St. Paul.

5.9.3.5 EMS RMS [Sansio ePCR at the time of the original Agreement], by those Members that use it.

5.9.3.6 Field Reporting, by those Members that use it.

5.9.4 Protocol for changes to interfaces: when either the System or the linked application undergoes a modification (e.g., patches, updates and/or upgrades) that could affect the interface between the System and/or the linked applications, the Party that is identified as responsible for that interface under the terms of this Agreement must arrange for the necessary software modifications, and have all changes tested in a non-production environment prior to implementation in the production system. The County shall notify the Members at least 60 days prior to implementing changes to interfaces for which the County is responsible. A Member shall notify the County at least 60 days prior to implementing changes to interfaces for which the Member is responsible, and shall work with the County to coordinate and schedule the change in the production environment.

5.9.5 Troubleshooting problems due to interface changes is a joint responsibility of the Member and the County.

5.9.6 The County may charge for support services required due to changes to Member interfaces.

5.10 Responsible Use Policy

5.10.1 Execution of this Agreement by a Party is deemed to include agreement to comply with the provisions of this Responsible Use Policy ("Policy").

5.10.2 Data Privacy and Security

5.10.2.1 All Parties to this Agreement will:

- 5.10.2.1.1 comply with applicable federal and state statutes, regulations and agreements regarding data privacy and security;
 - 5.10.2.1.2 not obtain, use, share or disclose Protected Data other than as permitted or required by law. For purposes of this provision, the term Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a;
 - 5.10.2.1.3 implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Data and prevent unauthorized use or disclosure by any Member or User;
 - 5.10.2.1.4 if allowed under Minnesota Statutes chapter 13, report to the other Parties any known unauthorized use or disclosure of a Party's Protected Data or any security incident, as appropriate;
 - 5.10.2.1.5 ensure that any agents or contractors with access to Protected Data agree to the same restrictions and conditions and implement reasonable and appropriate privacy and security safeguards imposed by this Agreement and applicable law;
 - 5.10.2.1.6 make Protected Data available for amendment and incorporate any amendments as required and authorized by law;
 - 5.10.2.1.7 make available the information required to provide an accounting of disclosures of Protected Data; and
- 5.10.2.2 If this Agreement is terminated as to any Party, all other Parties will either destroy or return the Protected Data of the terminating Party to the terminating Party and retain no copies of such data, if feasible, or if such destruction or return is not feasible, extend the protections of this Agreement to the Protected Data and limit further uses and disclosures of the Protected Data to those purposes that make the return or destruction of the Protected Data infeasible.
- 5.10.2.3 Each Party shall require all individuals who use the CAD and Mobile Systems to review and sign the System Users Agreement, attached to and made a part of this Agreement as **Exhibit 2**.

5.10.3 Records Retention

- 5.10.3.1 All Parties to this Agreement shall comply with all state and federal laws and regulations regarding the retention of public records, including but not limited to Minnesota Statutes §138.17.

6. Ongoing County Services

- 6.1 The County shall operate, manage, and maintain the System under the direction of the Director of the Ramsey County Department of Emergency Communications.
- 6.2 The County warrants that its initial and ongoing configuration of the System and provision of County services will be compliant with applicable privacy and security regulations, including CJIS and HIPAA requirements and standards.
- 6.3 Operational and Management Services. Under the supervision of the System Manager, the County will:
 - 6.3.1 Establish and maintain a secure network.
 - 6.3.2 Manage the System network servers, System software, databases, and network connectivity.
 - 6.3.3 Manage and maintain test, training, and production environments for the System. The County will provide access to testing and training environments to Members upon request.
 - 6.3.4 Test new patches, updates, upgrades and other modifications before they are applied to production systems.
 - 6.3.5 Perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades.
 - 6.3.6 If at any time configuration changes implemented by the County interfere with operation of the System, the County will correct the problem.
 - 6.3.7 If software conflicts develop between System configuration changes required for the successful use of the System and end user software previously installed by a Member, the County shall work with the Member's staff to resolve the problem.
 - 6.3.8 Maintain the System network in such a manner as to provide a minimum of 99.9% availability, except during such periods when downtime is due to circumstances beyond the control of the County or during scheduled downtime for maintenance/upgrades.
 - 6.3.9 Maintain a system of frequent backups and data files in such a manner as to minimize System recovery time and prevent data corruption. The backup procedure will be in writing and approved by the CAD Command Subcommittee.
 - 6.3.10 Monitor, maintain and troubleshoot network connectivity and cyber security issues in the System network.

- 6.3.11 Monitor performance to ensure adequate System resources and storage to handle peak traffic loads.
- 6.3.12 Manage System, Fire Department Alerting, Wireless Data Security and Persistent Connectivity Service vendor contracts with the County, to ensure continuous service.
- 6.3.13 Maintain and manage licenses for software described within this Agreement as part of the County's responsibility.
- 6.3.14 Coordinate maintenance upgrades with the CAD System Vendor and Members.
- 6.3.15 Manage the implementation of patches, updates and upgrades to the CAD System, including appropriate testing in a non-production environment prior to implementation.
- 6.3.16 Provide timely notices to the Members of System status changes, such as server maintenance, that will affect System availability or performance. Any planned System downtime will be scheduled during periods of light call traffic.
- 6.3.17 Install, configure, and maintain CAD client software, along with any other software required to maintain a secure connection to the CAD System. This excludes physical installation in in-vehicle systems, but includes remote maintenance.

6.4 Support Services (Maintenance, Helpdesk, Upgrades). The County will:

- 6.4.1 Provide support services as described herein during the hours identified below.
 - 6.4.1.1 Live technical support will be provided during regular business hours, which are defined as 8:00 AM – 4:00 PM Monday through Friday, excluding County-observed holidays. Refer to section 6.4.2 for response times for each "Priority Level".
 - 6.4.1.2 On-call technical support will be provided at all other times. Refer to 6.4.2, below, for response times for each "Priority Level".
- 6.4.2 Provide response to System issues/problems according to the following Priority Levels:
 - 6.4.2.1 Priority Level 1: Critical Priority, as described in the excerpt from the CAD System Vendor's Support Agreement, attached hereto and made a part of this Agreement as **Exhibit 3**.
 - 6.4.2.1.1 County Response to Priority Level 1: live telephone response within 30 minutes of initial notification.
 - 6.4.2.2 Priority Level 2: Urgent Priority, as described in **Exhibit 3**
 - 6.4.2.2.1 County Response to Priority Level 2: live telephone response within 1 hour of initial notification.

- 6.4.2.3 **Priority Level 3: High Priority, as described in Exhibit 3**
 - 6.4.2.3.1 County Response to Priority Level 3: live (non-automated) email response within 3 hours of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.4 **Priority Level 4: Medium Priority, as described in Exhibit 3**
 - 6.4.2.4.1 County Response to Priority Level 4: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.5 **Priority Level 5: Low Priority, as described in Exhibit 3**
 - 6.4.2.5.1 County Response to Priority Level 5: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.3 Provide technical support to System Users for System client software.
- 6.4.4 Establish and maintain County-owned CAD interfaces to Members' records systems, mobile data system networks, and local PSAP 911 premise equipment.
- 6.4.5 Load and configure Mobile Data client software at the County's location. If Member agencies choose not to bring the systems in to that location, the County will provide troubleshooting assistance for agencies that load Mobile Data client software at their own locations.
- 6.4.6 Perform troubleshooting, characterization, and documentation of System problems or anomalies and communicate findings to CAD System Vendor(s). Follow up with CAD System Vendor(s) as necessary to resolve problems.
- 6.4.7 Perform troubleshooting to address System User access issues and reports.
- 6.4.8 Provide technical assistance to System Users for local CAD interfaces.
- 6.4.9 Distribute information about changes to System User requirements (hardware and software) as the CAD System Vendor publishes those requirements to the County.
- 6.4.10 Notify Members of planned and unplanned System outages and reported issues via the following process:

6.4.10.1 Planned Outages

6.4.10.1.1 Initial email contact will be made with each Member's Operational Contact as soon as possible, giving the following information:

1. Portion of the System that will be down
2. Date and time of the outage
3. Reason for the outage
4. Estimated duration of the outage
5. Effect outage will have on Members' business operations
6. End User expectations

6.4.10.1.2 Two days prior to the planned outage a reminder email notification containing the same information will be sent to the Member's Operational Contact with details for their use, and to distribute within their agencies.

6.4.10.1.3 Immediately prior to the outage, ECC will make an announcement over the radio identifying the sub-system that will be taken down and instructing System Users to log off.

6.4.10.1.4 When the planned outage/upgrade is complete an announcement will be made over the radio informing System Users the portion of the System that was down is available for use, plus a follow up email will be sent.

6.4.10.2 Unplanned Outage

6.4.10.2.1 As soon as reasonably possible a radio announcement will be made and email contact will be made with each Member's Operational Contact giving the following information:

1. Identifying the portion or portions of the system that is/are down
2. When the outage began
3. Initial cause of outage, if known
4. Estimated duration of the outage.
5. Effect outage will have on Members' business operations

6.4.10.2.2 Periodic notifications will be provided as appropriate and/or when new information is available.

6.4.10.2.3 When the unplanned outage is resolved an announcement will be made over the radio and via

email informing System Users that the System is available for use.

6.4.10.2.4 Within two weeks of the resolution ECC will document the outage and resolution, and distribute this to the Operational Contacts.

6.4.11 Test System software patches, updates and upgrades before installation.

6.4.12 Plan for the installation of software updates and upgrades so as to minimize service disruptions to System Users.

6.4.13 Maintain the software configurations for the network security equipment.

6.4.14 Be responsible for initial troubleshooting of access issues from computers used for System access at Member sites.

6.4.15 Be responsible for initial (first call) troubleshooting of access issues from System Users' authorized mobile devices.

6.4.16 Update the GIS base map (layers, centerlines, street names, etc.) at a minimum quarterly.

6.4.17 Manage user access (adds, changes, etc.), notification data, and administrative information when notified by Members of such changes.

6.5 Disaster Recovery and Continuity of Operations Services

6.5.1 The County will provide and maintain Disaster Recovery (DR) and Continuity of Operations services for functions identified in **Exhibit 4**, attached hereto and made a part of this Agreement, in accordance with procedures established by the Department in consultation with the CAD Command Subcommittee.

6.5.2 In the event of a System failure that is not resolved through built-in redundancy and resiliency, an authorized ECC manager or designee will authorize a change over from the primary System to the DR system.

6.5.3 The County will configure the System so DR services are operational within two (2) hours after authorization to change over from the primary System to the DR system.

6.5.4 The County will provide personnel trained in how to implement a change over from the primary System to the DR system.

6.6 Training

6.6.1 The County will provide and maintain a Training Environment for the System.

6.6.2 The County will provide System User training as follows:

6.6.2.1 Initial training of System Users prior to go-live of the new System will be provided in a Train-the-Trainer mode. The County will provide training and training materials to individuals designated

by the Members. The trained Member personnel will then provide training to other Member System Users.

6.6.2.2 Mobile Data System training for System Users will take place at mutually agreed upon locations using Member-provided devices.

6.6.2.3 After go-live the County will update training materials as needed and make those available to Members.

6.6.2.4 After go-live the County will provide training on the System for Members' new hires.

6.7 Reports

6.7.1 The System Manager will provide a set of standard reports available from the CAD System Vendor.

6.7.2 Upon request the County will generate one or more export files, using standard fields and parameters and standard data export methods supported by the CAD System Vendor. The export file(s) will contain raw data so a Member may create its own reports using its own resources.

6.7.3 If a Member needs reports other than from these sources, the County may charge the Member for creating custom reports. Members may submit a fee refund request for charges for a custom report that becomes a standard report.

6.7.4 Open Database Connectivity ("ODBC") connections may be requested through and must be approved by the CAD Command Subcommittee. Members are responsible for software licenses and support of independent reporting tools.

6.8 Public Information Requests

6.8.1 The System Manager will assist Members in responding to data requests by providing the requested data that is in the System to the Member within a reasonable time from the request. Member(s) will be provided with a data export file containing the System data along with documentation of the data fields provided. It will be the Member's responsibility to respond to the data request and to filter, format, and redact data as needed to fulfill the public information request in accordance with applicable law.

7. Ongoing Member Responsibilities (see also section 5. System Operation: Responsibilities of the Parties)

7.1 Base Map:

7.1.1 Members will submit new information on property key holders (ownership/lease) and common place names for businesses in accordance with County established standards.

7.1.2 Members will notify the Department of changes to streets and all addresses at least quarterly.

7.2 Information Security/System Protection:

- 7.2.1 Members remain responsible for the protection of information they place on the System and connecting networks.
- 7.2.2 Members must comply with applicable federal and state statutes, laws, and regulations regarding data security.
- 7.2.3 Members must notify the System Manager as soon as possible of any security breach or known potential threat.
- 7.2.4 Members will ensure that any System User or third-party software does not interfere with System applications, network connections, or security.
- 7.2.5 Members will restrict access to the System to only those individuals who have received CAD training and are authorized to use the System.
- 7.2.6 Members will maintain current operating systems, applications, security software, web-browsers, and networked devices through patches, updates, and upgrades in compliance with section 10 of this Agreement.
- 7.2.7 Members will notify the System Manager as soon as possible but not later than the last day of employment when an employee with System access leaves employment.
- 7.2.8 Members will notify the System Manager as soon as possible but not later than the change of status or rank when an employee with System access has a change of status or rank that affects that individual's access privileges.

7.3 Testing and Training

- 7.3.1 Members shall test Member-owned interfaces, devices and software when planning internal hardware or software changes or changes to business processes that may affect the System, before putting such into use.
- 7.3.2 Members shall utilize the County's test environment for changes to two-way interfaces, firewalls or routers.
- 7.3.3 Members shall perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades of Member-owned interfaces, devices and software.
- 7.3.4 If at any time configurations implemented by a Member interfere with operation of the System or if software conflicts develop between software required for the successful use of the System and additional software installed by a Member, the County will charge the Member to correct the problem. Member staff must work with the County as requested to resolve the problem or remove the software.
- 7.3.5 Members will make their personnel available to attend System training, as appropriate.

7.3.6 When System upgrades or process changes that require training of System Users are to be implemented, the Members will train their own personnel using County-provided training materials.

7.4 Operational Contact

7.4.1 Each Member shall maintain an Operational Contact, and an alternate operational contact, as the primary persons who will receive technical notifications and provide technical coordination.

7.4.2 Within 30 days of the execution of this Agreement, Members shall provide Operational Contact information to the System Manager.

7.4.3 Members shall immediately notify the ECC of changes to Operational Contacts.

7.5 Reporting System Issues

7.5.1 During business hours, System Users must contact the CAD/Mobile/AVL Helpdesk via phone or email, and provide:

7.5.1.1 User's name

7.5.1.2 Agency name

7.5.1.3 Call back number

7.5.1.4 Number of users affected, if known

7.5.1.5 Brief description of the problem.

7.5.2 After business hours, System Users must contact the on-duty ECC Shift Supervisor and provide the same information listed above.

8. Cost/Payment

8.1 County Payments: The County will pay the following:

8.1.1 All costs for the initial implementation of the System as defined by the CAD budget approved by the County in Resolution #2012-313, including all related debt service, but excluding loading of non-CAD related software onto mobile devices.

8.1.2 Both initial and ongoing costs for **both "ends"** of the following interfaces

8.1.2.1 Alphanumeric paging

8.1.2.2 ANI/ALI/E9-1-1

8.1.2.3 BCA LEMS

8.1.2.4 Apparatus move-up management (one-way data export out of System) [DECCAN LiveMUM at the time of the original Agreement]

8.1.2.5 Fire Department/Station alerting (one-way from System to alerting application)

- 8.1.2.6 Knowledge Center (Emergency Management)
- 8.1.2.7 Pictometry
- 8.1.3 Both initial and ongoing costs for the **County's "end"** of the following interfaces:
 - 8.1.3.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.
 - 8.1.3.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement]
 - 8.1.3.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement]
 - 8.1.3.4 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement]
- 8.1.4 Initial costs only for the **County's "end"** of Law Enforcement Records Management Systems (one-way data export out of System)
- 8.1.5 Upgrades of the System software and hardware that are part of the CAD System Vendor's maintenance package and of County-owned interfaces will be paid for out of the System Investment Fund.
- 8.1.6 Upgrades of the System software and hardware that are not part of the CAD System Vendor's maintenance package must go through the Review and Approval Process set forth in section 9. System Modifications. Upon approval, upgrades of the System software and hardware and of County-owned Interfaces will be paid by the County out of the System Investment Fund.
- 8.1.7 Initial and ongoing costs for firewall systems at the ECC and DR sites.
- 8.2 Individual Member Payments.** Each Member will pay the following:
 - 8.2.1 The cost of Member-owned hardware, software, and application installation and maintenance not otherwise addressed by this Agreement.
 - 8.2.2 Costs for the provision of ongoing cellular or other wireless services to connect the Member's mobile devices.
 - 8.2.3 State data access charges for mobile wireless connectivity, which will be billed through by the Department.
 - 8.2.4 Fees for wireless data and persistent connectivity services.
 - 8.2.5 All non-recurring and recurring costs for encrypted WAN connections to the CAD/Mobile Data/AVL/Fire Station Alerting Systems. Costs for moves, additions, and changes to WAN services that are initiated by a Member are the responsibility of that Member.
 - 8.2.6 Initial and ongoing costs for firewall systems at Member locations.

- 8.2.7 Initial and ongoing costs of Fire Station Alerting connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert.
- 8.2.8 Initial and ongoing costs of Fire Department Paging – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two tone voice pages from the ECC.
- 8.2.9 Initial and ongoing costs of Fire Department Messaging (email, text, SMS, etc.) – each Member that utilizes fire department messaging is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.
- 8.2.10 Ongoing costs, including updates, for the **both “ends”** of the following software interfaces in all environments:
 - 8.2.10.1 Mobile Data software other than the County’s Mobile System, to be paid for by those Member(s) that utilize such software.
 - 8.2.10.2 Other interfaces to the System not otherwise provided for in this Agreement and not used by all Members, to be paid for by those Member(s) that utilize those applications, e.g. Law Enforcement Records Management System applications and Amanda.
- 8.2.11 Ongoing costs, including updates, for the **Member “ends”** of the following software interfaces:
 - 8.2.11.1 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.2 EMS Records Management System [Sansio ePCR at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.3 Field Reporting, with the costs to be paid for by those Member(s) that utilize the application.

8.3 Payments by All Members as a Group. All Members shall pay the following:

- 8.3.1 Forty percent (40%) of all costs for ongoing System operating, maintenance and technical and administrative support, minus any offsetting revenue that has been applied to the Members’ share in accordance with Section 8.7.
- 8.3.2 Each Individual Member’s share will be billed based on a three-year rolling average of the Member’s share of calls for service. The methodology for calculating the percentage of calls for service shall follow the same methodology described in the Dispatch Joint Powers Agreement article entitled Cost and Funding.
- 8.3.3 The Director shall prepare an annual CAD budget in consultation with the CAD Command Subcommittee. The CAD budget will then be presented to

the CAD Policy Committee for review. The CAD Policy Committee will then make a budget recommendation to the County Board. Members will receive written notification of their share of CAD operating costs as recommended by the CAD Policy Committee by June 1st.

- 8.3.4 If the County Manager recommends a CAD budget to the County Board that is not consistent with the recommendation of the CAD Policy Committee, the Director shall notify the members of the CAD Policy Committee prior to the County Board public budget hearings.
- 8.3.5 The County will notify the CAD Policy Committee of budget changes exceeding 5% of an adopted budget as soon as possible before adoption of the budget change.

8.4 Additional Members

- 8.4.1 Additional Members must “buy-in” to the System. Buy-in costs may include a share of the initial implementation costs, a share of the System Replacement and Investment Funds, any subsequent major investments, and any additional expansion required to support this Additional Member. Buy-in costs will be determined by the CAD Policy Committee at the time of a “buy-in” request.
- 8.4.2 After the initial “buy-in”, Additional Members will pay costs as an Individual Member and as one of the Members as a Group, as indicated within the applicable sections of this Agreement.

8.5 Payment for System Changes, New Interfaces and System Modifications (see also section 9)

- 8.5.1 System Modifications will be paid according to the cost allocation and funding mechanism approved under section 9.4. System Modifications that will be used by fewer than all the Members will be paid for by the Members that use it, including Members that add the System Modification after implementation.
- 8.5.2 Costs for changes to interfaces.
 - 8.5.2.1 The County will pay for changes to interfaces necessitated by System Modifications. This includes incremental costs due to upgrades or other modifications up to a limit of 50% of the initial implementation cost for those interfaces, unless otherwise approved by the CAD Policy Committee.
 - 8.5.2.2 Individual Members will pay for changes to interfaces necessitated by modifications to that Member’s environment or applications. This includes incremental costs due to upgrades or other modifications. The County may charge Members up to 50% of the initial implementation cost for modified interfaces for work performed or provided by the County, unless otherwise agreed to by the Member.

- 8.5.3 Unapproved change cost control. Costs for changes that are not approved according to section 9.1, and that are necessitated by changes by the County to the System or environment, or by changes by a Party to associated applications or interfaces, will be paid by the Party making the changes.

8.6 System Replacement and Investment Funds

- 8.6.1 CAD/Mobile/AVL/Fire Alerting System Replacement Fund (“System Replacement Fund”)

- 8.6.1.1 The Parties will make annual contributions for eventual replacement of the System according to the contribution allocations set out in section 8.6.3 below. This amount will be \$350,000 in 2015 and increase each year thereafter by three percent (3%) or the Consumer Price Index for Urban Consumers, whichever is less. County and Member contributions will be suspended if the fund balance reaches \$10,000,000.

- 8.6.1.2 When determined appropriate after consideration of input from the CAD Subcommittee and the Director, the CAD Policy Committee shall recommend to the County Board that the Board initiate the replacement of the System, or a portion thereof, using the System Replacement fund.

- 8.6.2 CAD/Mobile/AVL/Fire Alerting System Investment Fund (“System Investment Fund”)

- 8.6.2.1 The following will be used to determine the amount of the annual contribution to the System Investment Fund:

- 8.6.2.1.1 Hardware/Equipment replacement: The amount will be \$150,000 for 2015. Thereafter, the annual amount will be as determined by 8.6.2.2.

- 8.6.2.1.2 Ongoing System investments (investments not covered by software maintenance fees, e.g., upgrades, additional licensing, misc. software, expansion of functionality): the amount will be \$300,000 for 2015. Thereafter the annual amount will be as determined by 8.6.2.2.

- 8.6.2.2 The Director will develop forecasting models to ensure that the System Investment Fund is sufficient, but not over funded. The Director must present forecasting models and a proposed System Investment Fund funding goal to the CAD Policy Committee every two years for approval of the funding goal. The approved funding goal will be used by the Director when submitting the proposed CAD Operating Budget as required in section 8.3.

- 8.6.2.3 The CAD Policy Committee may transfer amounts between the hardware/equipment replacement and ongoing System

investment portions of the System Investment Fund, which are defined under sections 8.6.2.1.1 and 8.6.2.1.2

- 8.6.3 Contributions to the System Replacement and Investment Funds will be allocated to the County and the Members as follows: 60% will be paid by the County and 40% will be paid by the Members, divided proportionately according to the provisions of section 8.3.2.
 - 8.6.4 The County will track the System Replacement and Investment Funds separately, showing line item balances and adding any interest earned on the fund balance. Interest earned on fund deposits will be credited toward County and Member contributions to the respective Replacement and Investment Funds according to the provisions of section 8.6.3.
 - 8.6.5 If this Agreement is terminated or expires, any remaining money in the System Replacement and System Investment Funds will be distributed in proportion to the contributions of the County and the Members. Each Member's share will be determined by applying the percentages calculated under section 8.3.2.
- 8.7 Provision of System Services outside Ramsey County – “Fee for Services”**
- 8.7.1 It is possible that Governmental Units (individually or in groups) [hereafter, “Entity” or “Entities”] outside of Ramsey County may request that the County provide CAD, Mobile Data and/or AVL services within their service areas.
 - 8.7.2 In the event such an arrangement is requested, the Director will identify the potential advantages, disadvantages, costs, and fees proposed to be charged to the potential Entity/Entities, and report this information to the CAD Command Subcommittee.
 - 8.7.3 The CAD Command Subcommittee will then examine the information and recommend for or against approval of the arrangement.
 - 8.7.4 If the CAD Command Subcommittee does not recommend approval, the Director will so inform the requesting Entity/Entities and no further action will be taken.
 - 8.7.5 If the CAD Command Subcommittee recommends approval, the Department will submit a proposed written agreement including service terms and fees to the requesting Entity/Entities.
 - 8.7.6 If the requesting Entity/Entities agree(s) to the provisions of the proposed written agreement, the Director will take the request to the CAD Policy Committee, which will make a final decision as to whether to approve the agreement.
 - 8.7.7 If the CAD Policy Committee approves the agreement, the Department will begin providing services according to the agreement upon final execution by the County and the requesting Entity/Entities.

- 8.7.8 After a “fee for services” agreement has been approved, the Department will track fees collected compared to actual costs on a semi-annual basis, and make adjustments as needed and as permitted by contract terms. Any necessary adjustments will be made via the County’s budgeting process.
- 8.7.9 Any revenues collected in excess of costs will be applied to System operating expenses according to the 60/40 contribution formula.
- 8.8 The County may only charge for services as expressly authorized in this Agreement, and at rates that are set in conjunction with the annual CAD budget process.

9. System Modifications Approval Process

- 9.1 Following initial System Implementation any Party to this Agreement may submit a request for a System Modification per the Review and Approval Process, below.
- 9.2 The Members as a group may submit a request for a System Modification that all will use per the Review and Approval process, below.
- 9.3 Review and Approval Process
 - 9.3.1 The System Modification request will first be reviewed by the CAD System Manager to determine impact and cost implications.
 - 9.3.1.1 Impact means an operational change would be required to implement the System Modification.
 - 9.3.1.2 Cost means there would be an additional non-budgeted cost to implement the System Modification.
 - 9.3.1.3 Upon determination of impact and cost implications, the System Modification request will proceed in accordance with the following System Modification Request Review and Approval Matrix:

System Modification Request Review and Approval Matrix

	BUDGETED COST	NON-BUDGETED COST
OPERATIONAL IMPACT - NO	Review and final approval by System Manager	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director
OPERATIONAL IMPACT - YES	Review and final approval by CAD Command Subcommittee	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director

- 9.4 No System Modification may be made to the System unless approved by the appropriate person or body as indicated in the matrix. Such approval must be in writing and shall describe the Modification, cost allocation, and the funding mechanism for initial and ongoing costs.
- 9.5 Upon implementation, the System Modification shall be subject to all of the provisions of this Agreement.

10. Establishment and Maintenance of Standards

10.1 Standards Establishment

- 10.1.1 The CAD Command Subcommittee is responsible to establish standards for System security, user equipment, and user training.
 - 10.1.1.1 For each area of standardization identified by the Subcommittee to be addressed, ECC personnel, the CAD Operations Groups, and/or other technical resources shall develop draft standards for review and approval by the Subcommittee.
 - 10.1.1.2 Any Party to this Agreement may submit suggested language for any standard under consideration or in revision to the Chair of the CAD Command Subcommittee or his/her designee. The Subcommittee will consider such suggestions in light of all Members’ needs and capabilities, as well as the potential impact

on the functioning of the System and/or Members' business processes.

- 10.1.1.3 The CAD Command Subcommittee will review drafts, seek necessary clarifications and have each draft standard document revised until it meets the approval of the majority of a quorum of the Subcommittee.
- 10.1.1.4 Once a draft is approved, it will be circulated to the CAD Operations Groups and Members for review and further comment.
- 10.1.1.5 After review comments have been incorporated the CAD Command Subcommittee shall vote whether to approve the draft standard.
- 10.1.1.6 A standard, once approved by the CAD Command Subcommittee, shall be distributed to all Parties who shall thereafter comply with the approved standard.
- 10.1.1.7 Any Party to this Agreement may appeal a standard adopted by the CAD Command Subcommittee to the CAD Policy Committee.

10.2 Standards Maintenance and Modifications

- 10.2.1 The CAD Command Subcommittee will review each approved standard every two (2) years, after its initial approval, for potential updating or modification as necessitated by changes in technology or the needs or capabilities of the Parties.
- 10.2.2 Standards may also be modified whenever needed due to changes in operating procedures, software or hardware changes, changes in applicable law or other factors that affect System operations or functionality according to the process identified in section 10.1.

11. Dispute Resolution and Remedies

- 11.1 If a Member or the System Manager or the Director of the ECC has a dispute under this Agreement, that Member or the System Manager or the Director may bring that dispute forward for resolution according to the following process:
 - 11.1.1 Technical issues shall first be submitted to the System Manager for resolution. If the System Manager initiated the dispute resolution request or if technical issues submitted by others cannot be resolved by the System Manager, the matter shall be referred by the System Manager to the Director of the ECC. If the Director of the ECC and the disputing System Manager or Party cannot resolve a technical issue, the issue shall be forwarded to the CAD Command Subcommittee.
 - 11.1.2 Financial issues shall first be submitted to the Director for resolution. If the Director first identified the financial issue or if the financial issue cannot be

resolved by the Director, the matter shall be referred to the CAD Command Subcommittee. However, any financial issues that involve changes in the CAD operating budget shall be immediately submitted by the Director to the CAD Policy Committee for resolution.

- 11.1.3 Issues that do not fall into the two previous categories shall first be submitted to the Director for resolution. If the Director first identified the issue or if the issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee.
- 11.2 If the issue is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Command Subcommittee, the disputing System Manager, Director or Party may escalate the matter to the CAD Policy Committee.
- 11.3 If the matter is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Policy Committee, the disputing System Manager, Director or Party may appeal the decision of the CAD Policy Committee to the Ramsey County Board.
- 11.4 At any point in the process, the County or a Member may request mediation regarding the dispute. The Party requesting the mediation will be responsible for the costs of mediation. However any parties to the mediation may agree to share costs as part of a negotiated settlement.
- 11.5 Each Party maintains the right to pursue any remedy for material breach of this Agreement or System failure otherwise available at law or equity if the dispute is not resolved to the disputing System Manager, Director or Party's satisfaction using this process.

12. General Terms and Conditions

12.1 Term

12.1.1 This Agreement is effective as of the last date of execution by the County and eight Governmental Units, and thereafter will become effective as to other Governmental Units when each of the Governmental Units executes this Agreement. This Agreement will remain in effect through December 31, 2016 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

12.1.2 Thereafter, the Term shall automatically renew for one (1) year periods ("Renewal Periods"), up to a maximum of ten (10) Renewal Periods, subject to the termination provisions of section 12.2.

12.2 Termination and Withdrawal

12.2.1 This Agreement shall terminate:

12.2.1.1 upon the consent of the County and all Members, as evidenced by written resolutions of their governing bodies'; or

12.2.1.2 when necessitated by operation of law; or

12.2.1.3 as a result of a decision by a court of competent jurisdiction.

12.2.2 The County may terminate this Agreement on twenty-four calendar months' written notice of action of the County Board.

12.2.3 A Member may not withdraw from this Agreement during the Initial Term.

12.2.4 Following the end of the Initial Term, a Member may withdraw from this Agreement only at the same time it withdraws from the Dispatch Agreement. A Member may only terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months prior written notice to the other Parties to this Agreement.

12.2.5 A Member that withdraws forfeits any claim to any outstanding fund balance in the System Replacement and Investment Funds.

12.2.6 Withdrawal from this Agreement by a Member shall not constitute withdrawal by any other Member.

12.3 Indemnification and Insurance

12.3.1 Each Party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of other Parties to this Agreement or their employees, elected officials, and agents, or for any liability resulting therefrom. Each Party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

12.3.2 The County agrees to maintain property insurance coverage throughout the Term of this Agreement, including the Initial Term and all Renewal Terms, on the ECC facility and all of the County-owned equipment.

12.3.3 The County and each Member waive all rights against the other Parties for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or had or did not have an insurable interest in the property damaged.

12.4 Non-Assignability

12.4.1 No Party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

12.5 Compliance With Applicable Law

12.5.1 All Parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful

discrimination on account of race, color, creed, religion, national origin, gender, marital status, status with regard to public assistance, sexual orientation, disability, or age.

12.5.2 All Parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such Governmental Units, which are now or hereafter promulgated insofar as they relate to the Parties' performance of the provisions of this Agreement.

12.6 Data Practices

12.6.1 All data collected, created, stored, received, maintained or disseminated for any purpose in the course of any Party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

12.7 Management and Access to Data

12.7.1 Each Party shall manage all data the Party collects, creates, stores, receives, maintains, or disseminates. Access to a Member's data by another Member shall be in accordance with the Minnesota Government Data Practices Act and other applicable federal, state, and local laws and rules governing data privacy.

12.8 Audit

12.8.1 Until the expiration of six (6) years after the termination of this Agreement, each Party shall, upon written request of another Party, make available to the requesting Party, the State Auditor or the requesting Party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

12.8.2 All parties will comply with and address audit findings.

12.9 Alteration

12.9.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing in the form of an amendment and duly signed by all Parties.

12.10 Notice

12.10.1 Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to the person holding the title and at the address identified on the Party's signature page.

12.11 Interpretation of Agreement; Venue

12.11.1 This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be

venued in the appropriate state or federal district court in Ramsey County, Minnesota.

12.12 Conditions Outside Control of a Party/Force Majeure

12.12.1 No Party to this Agreement can be held responsible for failure to perform as a direct result of events outside the control of the Party. For purposes of this Agreement, events outside the control of a party or Force Majeure means: acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the Party's control.

12.13 Severability

12.13.1 The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

12.14 Entire Agreement

12.14.1 This Agreement shall constitute the entire agreement among the Parties on the subject matter hereof and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date signed by all Parties.

RAMSEY COUNTY

Rafael Ortega, Chair
Board of County Commissioners

Bonnie Jackelen, Chief Clerk
Board of County Commissioners
Date: _____

Approved as to form:

Assistant County Attorney

Designee for receipt of notice:

Title: _____

Address: _____

CITY OF SHOREVIEW

Authorized Signature

Title

Date: _____

Designee for receipt of notice:

Name: _____

Title: _____

Address: _____

Exhibit 1

Excerpt from the Joint Powers Agreement between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operation re: Policy Committee Membership

4.02 Membership

- a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
 1. The Ramsey County Sheriff
 2. Four members of the Saint Paul City Council
 3. The Mayor of the City of Saint Paul
 4. The Mayor or one member of the Maplewood City Council
 5. The Mayor or one member of the White Bear Lake City Council
 6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.
- b. If either the City of Maplewood or the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If both the City of Maplewood and the City of White Bear Lake do not sign agreement to merge their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by two.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.
- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

Exhibit 2

System User Agreement

1. All users of the CAD, Mobile Data and AVL Systems (“System Users”) have the responsibility to use these resources in a secure, efficient, effective, ethical and lawful manner.
2. The following policies, rules and conditions apply to all System Users.
 - 2.1 Each System User WILL:
 - 2.1.1 Use passwords and security devices provided at all times.
 - 2.1.2 Safeguard his/her password or passwords from discovery by others. System Users are responsible for all transactions made using their passwords.
 - 2.1.3 Assist in the duty to maintain the privacy and confidentiality of Protected Data. For the purposes of this Agreement, Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a.
 - 2.1.4 Comply with all software licenses, copyrights and all other state and federal laws governing intellectual property.
 - 2.1.5 Report any weaknesses in computer security, any incidents of possible misuse or violation of this System User Agreement to the proper authorities by contacting _____ (name, phone number and email address).
 - 2.2 Each System User will NOT:
 - 2.2.1 Install or use software programs or hardware devices that attach to the CAD System, the Mobile Data System and the AVL System that are not authorized by the Party that has permitted use by the System User.
 - 2.2.2 Download, install or run programs or utilities that create weaknesses in the security of the CAD System, the Mobile Data System and/or the AVL System.
 - 2.2.3 Attempt to access any data or programs contained on or accessible through the CAD System, the Mobile Data System and the AVL System for which he/she does not have authorization.
 - 2.2.4 Purposely engage in activity with the intent to: degrade the performance of the CAD System, the Mobile Data System and the AVL System; deprive an authorized System User access to a resource; obtain extra resources beyond those allocated; or circumvent security measures.
 - 2.2.5 Knowingly create, transmit, or store destructive programs (e.g., viruses and self-replicating code).
 - 2.2.6 Forward any communications that specifically prohibit dissemination, without permission of the originator.

2.3 Each System User understands that:

2.3.1 The County may monitor any and all aspects of the CAD System, the Mobile Data System and the AVL System to ensure compliance with the terms of this System User Agreement.

2.3.2 There is no expectation of privacy in anything the System User creates, sends or receives on the CAD System, the Mobile Data System and the AVL System.

2.3.3 The software and accounts are provided by the County only to assist System Users in performance of their legitimate job-related duties.

I, _____ of _____
acknowledge, by my signature below, that I have read and understand and agree to
comply with the provisions of this System User Agreement.

_____ Date: _____

Exhibit 3

TriTech Software Support Agreement

Following is an excerpt from the TriTech Software Support Agreement (pages 24-26). The remainder of the TriTech Software Support is incorporated herein and made a part of this Agreement by reference.

Inform CAD, Mobile, Browser, Interface, IQ, and GIS Link Response Matrix

If the Client wants an acknowledgement, a tracking number to validate Priority 3 and 4 issue submissions outside of business hours, such issues need to be entered via the web portal: Support@TriTech.com. When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual within the submitted ticket.

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of data & data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Services Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Services Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Services Support: Cosmetic or Documentation errors, including Client technical questions or usability questions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
Priority 2 – Urgent Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.</p>	<p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
Priority 3 - High Priority	<p>TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.</p>
Priority 4 – Medium Priority	<p>If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</p>

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- B. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- C. Inform Browser, Inform IQ and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

- A. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident (using all available methods).
 - vii. Inability to change a unit's status (using all available methods).
 - viii. Inability to close an incident (using all available methods).
 - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
- B. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from TriTech CAD (using all available methods).
 - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
- C. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.

- h. An AVL interface fails to process updates for over 50% of units.
- i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

D. Inform IQ, Browser and GISLink:

- a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Services Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover, and it is inoperable for more than one (1) business day, TriTech will work to resolve the problem.
 - A. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Exhibit 4

Functions Supported by Disaster Recovery and Continuity of Operations Services

The following applications and functions will be maintained by the County in a Disaster Recovery Environment. This list can be amended through the process defined in section 9 "System Modifications Approval Process."

- TriTech Inform CAD
- TriTech Inform Mobile
- Fire Alerting
- Alphanumeric Paging Module
- RMS interfaces owned by the County

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To accept the quote for replacement of the main entry doors on the lower level of the Community Center from United Glass in the amount of \$25,975.

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

Regular Council Meeting
February 18, 2014

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRY SCHWERM
CITY MANAGER**

DATE: FEBRUARY 14, 2014

SUBJECT: AWARD OF QUOTE—COMMUNITY CENTER DOOR REPLACEMENT

INTRODUCTION

The City Council is being asked to accept a quote for the replacement of the doors on the lower level of the Community Center.

BACKGROUND

The main entry doors on the lower level of the Community Center are automatic sliding doors. These doors were installed at the time the Community Center was expanded in 2003. During the past few years, these doors have required an increasing amount of maintenance from both outside service providers and in-house staff. They are particularly problematic during inclement weather (high winds, rain and snow) because the sensors will often activate and keep the doors in an open position on an ongoing basis.

Since both doors open within a few seconds of each other, they also cause temperature control problems within the building, particularly in the winter and summer months. This has been very evident this winter with the extremely cold temperatures. The main entry corridor and Wave Café area have been extremely cold throughout this winter. Our heating system has not been able to maintain a reasonable temperature in this area for our customers and guests, many who are wearing swimwear and leaving the 84 degree waterpark area to purchase a snack. In the summer, the doors allow too much heat and humidity in this area and put an added strain on our cooling system.

Staff solicited quotes for the replacement of the automatic doors with a standard two door system (one of the doors will be handicapped accessible). The doors will have a removable mullion in the center to allow larger items to be brought into the building. The two quotes received for replacement of the doors are shown below:

United Glass	\$25,975.00
Brin Northwestern Glass	\$27,660.00

The City has used both of these companies for work at the Community Center and have been pleased with their work. Therefore, staff is recommending that the City Council accept the

quote for replacement of the lower level Community Center doors to United Glass. Funding for this project will be from the City's General Fixed Asset Revolving Fund.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council accept the quote for replacement of the main entry doors on the lower level of the Community Center to United Glass in the amount of \$25,975.00.

United Glass Inc

phone: 651-633-2529 | fax: 651-633-3839 | 6820 Shingle Creek Parkway Ste 2 Brooklyn Center Minnesota 55430 | www.unitedglassinc.com

To: Shoreview Community Center

Date: February 12, 2014

Estimator: Dave

Attention: Gary Chapman

Job Name: Shoreview Community Center

Location: Shoreview, Mn

We are pleased to submit our proposal as follows:

Remove interior and exterior automatic sliding doors
Install (2) new 42" aluminum doors, frames and sidelites painted Teal at exterior and interior
Exterior is insulated glass, interior is 1/4" glass
Caulking included
Hardware as follows:
Von Duprin concealed vertical rod panics all doors, Von Duprin removable mullion
3 Butts, threshold, sweep, offset pulls, (2) LCN closer
Finish on hardware is clear
(2) Besam handicap door operators with push button and bollard in clear finish

Furnished-Installed-Taxes Included

\$25,975.00 (Twenty five thousand nine hundred seventy five dollars and 00/100)

Advise if owner wants the two automatic doors for parts and glass

Price valid for 30 days - No Final Cleaning

1. It is understood that if you accept this proposal on your own contract from, all of the terms and the conditions of our proposal become part of your own contract from with the same force and effect as if this proposal were signed by you.
2. Progress payments of 90% of materials furnished and labor performed during the month is to be paid on or before the 10th of the following month. Final payment of the balance in full within 30 days from completion of our contract.
3. No caulking or cleaning of glass, metal construction, spandrels or surrounding areas.
4. We are not responsible for glass, metal or other materials broken or damaged unless caused directly by us.
5. Work will be executed as promptly as possible but subject, however, to failure or delay occasioned by others not furnishing us approved and guaranteed shop drawings establishing our material sizes: improper performance by another trade; strikes, lockouts, or other labor difficulties; accidents, delays of carriers, failure of usual sources of supply of fuel, material or labor, governmental interference or regulation, fires, and other causes unavoidable or beyond our control; and we shall be absolved from responsibility or penalty for failure of delivery or delay or delay arising from any such causes or conditions.
6. Clerical errors are subject to correction, notwithstanding prior acceptance. If the error is one of substance rather than form, and acceptance of the proposal of the proposal occurs before it is corrected, such acceptance may be withdrawn if correction renders the proposal unacceptable.
7. This proposal, if accepted, is subject to the approval of our Credit Department, and if not accepted within ten days, it is subject to revision.
8. This proposal is based upon performing the work during our regular work hours of our regular workweek and additional charges will be made on any overtime when ordered by you.
9. We assume no responsibility for color variation in metal construction or for stains or corrossions occurring after installation. All warranties of products are those of the manufacturer and are not made by United Glass, Inc., which will deliver the goods "as is" and "with all faults".
10. We shall not be required to install materials under unfavorable weather conditions as defined in manufacturer's instructions or as determined by accepted and established standard glazing practice for our industry.
11. We will not accept any charges unless we have previously issued written authorization covering same.
12. We will not accept any charges or additions to the contract without written authorization providing for equitable adjustment to the contract.
13. We are to be afforded adequate use of the hoist without charge during our regular work hours of our work week.
14. You agree to pay a monthly service charge of 1% (annual rate 12%) on any sums that are not paid as agreed, and all of our cost of collection, including reasonable attorney's fees.

Respectfully submitted,

Accepted _____ Date _____ United Glass, Inc Dave Radcliffe Date 2/12/14

"SINCE 1912"



Brin Northwestern Glass Company
2300 North Second Street
Minneapolis, MN, 55411
Tel.: 612-529-9671
Fax.: 612-529-9670

Quote

Quote #:	520228
Date:	28-Jan-2014
Sales Contact:	Rod Bloom
Terms:	Net 30
Business type:	Service

Sold to:
985
City of Shoreview
4600 N. Victoria St.
Shoreview, MN 55126
Tel: 651-490-4610
Fax: 651-490-4797

Ship To:
Shoreview Community Center
Lower Entrance Replacement
4580 Victoria St N
Shoreview, MN 55126
Tel: 651-490-4756

Gary Chapman

Line No.	Quantity Ordered	Description	Unit of Measure	Unit Cost:	Net Amount:
----------	------------------	-------------	-----------------	------------	-------------

Budget Cost Proposal Lower Entrance

Scope of Work:

*Remove existing exterior and interior sliding door entrances
 Install new fixed frames and aluminum / glass medium stile swing doors. centered in opening with sidelites both sides
 1" insulated safety glass, 1/4" clear safety glass
 All aluminum to be painted finish to match existing
 Hardware to include Von Duprin Rim panics with removable mullion at exterior, 1" push and pulls at interior
 Continuous mortise hinges, LCN manual closers at (2) doors, weatherstrips and sweeps
 Tormax II automatic handicap operators at (1) leaf of each entrance with push pads, receivers, transmitters
 Miscellaneous trim and caulking*

Excludes: Permits, electrical wiring, patching or floor work, final cleaning of glass.

1	1	Quote	Ea	\$27660.	\$27660.00
---	---	-------	----	----------	------------

All prices include energy surcharge.

Accepted For Contract

Customer

BrinNorthWestern Glass Co.

Date :

Estimator

Quote Valid for 60 days

Sub-Total \$ 27660.00

Tax \$ 0.00

Total Quote \$ 27660.00

* Quote based on information provided. Any variation, price will be adjusted accordingly.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve Resolution No. 14-11, receiving the Feasibility Report for the Hanson/Oakridge Neighborhood Road Reconstruction, City Project 14-01, and calling for a Public Hearing to be held on March 17, 2014 at 7:00 p.m., on the proposed improvements.

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

REGULAR COUNCIL MEETING
February 18, 2014

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: FEBRUARY 12, 2014

SUBJECT: RECEIVE FEASIBILITY REPORT AND CALL FOR PUBLIC HEARING
FOR THE HANSON/OAKRIDGE NEIGHBORHOOD
ROAD RECONSTRUCTION, CITY PROJECT 14-01

Introduction

On October 7, 2013, the City Council directed the City Engineer to prepare a Feasibility Report describing the proposed public infrastructure improvements for the Hanson/Oakridge Neighborhood Road Reconstruction, City Project 14-01. See attached map for location. The Feasibility Report is attached. Pursuant to the Chapter 429 Improvement Process, it is necessary that the City Council approve resolution 14-11 receiving the Feasibility Report and calling for a Public Hearing.

Discussion

City staff received comments through two neighborhood informational meetings to discuss the proposed improvements on November 26, 2013 and February 6, 2014. The first meeting reviewed the road reconstruction process that is used by the City and how the City finances the project. Staff also received general input from the residents about the infrastructure issues in the neighborhood. At the second meeting staff reviewed proposed road widths, curb type, utility and street light improvements, and storm water collection and treatment alternatives, which includes the use of pervious pavement. Estimated assessment information was also presented. Both meetings were well attended and the overall reaction to the proposed improvements was positive. Residents commented that stormwater runoff and drainage is a consistent problem, but did not want runoff directed away from Turtle Lake. They also had concerns about tree removal. Staff explained that existing stormwater runoff from the area that currently drains to the lake would continue to drain/infiltrate toward the lake. Staff also explained that trees would not need to be removed to install the road, but some trees may need to be removed due to the replacement of water and sanitary sewer services. The residents were supportive of the proposed road widths, barrier style curb, replacement/addition of street lights, and the use of permeable pavement where required for storm water management purposes.

The Feasibility Report discusses the proposed improvements, estimated costs, funding sources and project schedule. The proposed improvements include:

- Reconstruction of Hanson Road to a 28-foot wide paved street measured from face to face of curb.
- Reconstruction of Robinhood Place and Nottingham Place to a 24-foot wide paved street measured from face to face of curb with no parking on one side.
- Reconstruction of Oak Ridge Avenue to a 22-foot wide permeable concrete pavement street measured from face to face of curb with no parking on either side. Currently parking is prohibited on both sides of the street. The proposed road width is based on the

limited right of way and consistent with similar residential neighborhoods within the City.

- Installation of a barrier style concrete curb and gutter.
- Replacing the existing cast iron water distribution system on Hanson and Oak Ridge.
- Replacement and/or repair of limited portions of the existing sanitary sewer system.
- Installation of two types of a stormwater collection and infiltration systems to meet Rice Creek Watershed District and City stormwater standards. The first consisting of a series of catch basins, catch basin manholes, and underground infiltration chambers. The second, consisting of the sand sub-base layer, a rock storage layer, and a permeable concrete pavement.
- Replacement of existing street lights and installation of additional street lights on Nottingham and Oak Ridge.

The permeable pavement for Oak Ridge Avenue is being proposed due to the extremely limited right of way and the large number of mature trees located along the street. Installation of a permeable pavement requires much less digging when compared to the underground infiltration chambers and significantly reduces the potential for tree removal. Due to the storage capacity of the permeable pavement collection system, no additional storm sewer infrastructure such as catch basins, manholes, underground piping, or discharge points to Turtle Lake will be needed on Oak Ridge.

The cost for the Hanson/Oak Ridge Neighborhood Road Reconstruction is estimated at \$1,622,000. The proposed project would be funded through a combination of street renewal fund, water, sewer, and storm water utility funds, street light fund, and special assessments.

The information included in the Feasibility Report has shown that the proposed Hanson/Oak Ridge Neighborhood Road Reconstruction Project is technically and financially feasible and that reconstruction, replacement, and repair of public infrastructure will directly benefit the residents of the adjacent neighborhood, as well as the other residents of Shoreview.

The feasibility report contains design concepts and recommendations and is not intended to present a detailed design for the proposed project. The development of final plans and specifications typically follows the Public Improvement Hearing after residents are given a chance to address the Council with their comments and/or concerns.

Recommendation

It is recommended that the City Council receive the Feasibility Report for City Project 14-01 and call for a Public Hearing on March 17, 2014.

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

HELD FEBRUARY 18, 2014

* * * * *

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, was duly called at the Shoreview City Hall in said City on February 18, 2014 at 7:00 p.m. The following members were present:

;

and the following members were absent: .

Council member introduced the following resolution and moved its adoption.

RESOLUTION NO. 14-11

**RECEIVING FEASIBILITY REPORT AND
CALLING FOR PUBLIC IMPROVEMENT HEARING
FOR THE
HANSON/OAK RIDGE NEIGHBORHOOD
ROAD RECONSTRUCTION
CITY PROJECT 14-01**

WHEREAS, The City of Shoreview has designated the Hanson/Oak Ridge Neighborhood Road Reconstruction Project in the City's Capital Improvement Program for implementation in 2014; and

WHEREAS, it is proposed to reconstruct Hanson Road, Robinhood Place east of Hanson Road, the north half of Nottingham Place, and Oak Ridge Avenue, replace the water distribution system on Hanson Road and Oak Ridge Avenue, make storm drainage improvements, and replace and/or repair sanitary sewer where necessary; and

WHEREAS, pursuant to a resolution adopted by the City Council of Shoreview on October 7, 2014, a Feasibility Report has been prepared by the City Engineer with reference to the said streets, by reconstructing the streets, constructing concrete curb and gutter, replacement of the water distribution system, replacement and/or repair of the sanitary sewer, and storm sewer system improvements; and

WHEREAS, the Feasibility Report was received by the Council on February 18, 2014.

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

1. That the improvements for City Project 14-01, as generally described in the report, are hereby found to be necessary and cost-effective.

2. That the City Council will consider the improvement of said streets in accordance with the report and the assessments of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated cost of the improvements of \$1,622,000 for the Hanson/Oak Ridge Neighborhood Road Reconstruction.
3. A Public Hearing shall be held for City Project 14-01 on such proposed improvement on March 17, 2014, in the City Council Chambers of the City Hall at 7:00 p.m., local time, and the City Manager shall give mailed and published notice of such hearing and improvement as required by law.

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 18th day of February, 2014.

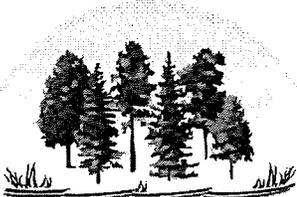
STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)
)
CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 18th day of February 2014, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to receiving the Feasibility Report for City Project 14-01 and calling for public hearings.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 19th day of February 201.

SEAL

Terry Schwerm
City Manager



Shoreview

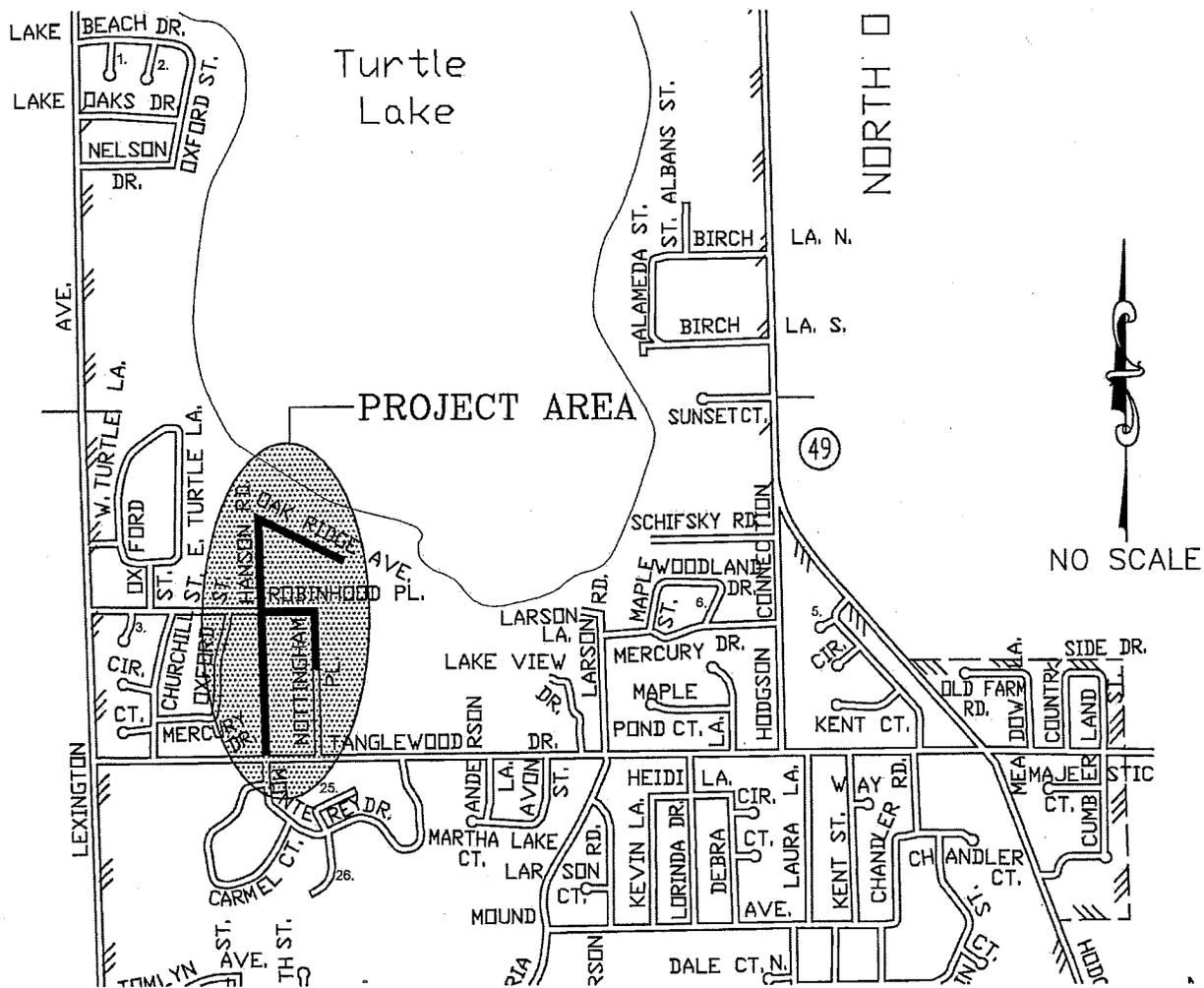
CITY OF SHOREVIEW

HANSON / OAK RIDGE

NEIGHBORHOOD

RECONSTRUCTION

CITY PROJECT 14-01



LOCATION MAP



City of Shoreview

Feasibility Study & Report

For

**Hanson Road
Oak Ridge Avenue
Robinhood Place
Nottingham Place**

City Project 14-01

February 10, 2014

Table of Contents

Title	Page
Executive Summary	
I. Introduction.....	1
II. Existing Conditions.....	2
Street – Pavement and Soils	
Water Main	
Sanitary Sewer	
Storm Sewer	
Street Lights	
III. Proposed Improvements.....	3
Street – Pavement, Concrete Curb and Gutter, & Soils	
Water Main	
Sanitary Sewer	
Storm Sewer	
Street Lights	
Private Utilities	
Landscaping	
Permits	
IV. Estimated Costs.....	8
V. Estimated Assessments.....	9
VI. Funding Sources.....	10
VII. Project Schedule.....	10
VII. Conclusions and Recommendations.....	11
 Appendix A – Project Location Map Proposed Typical Street Section Proposed Improvement Drawings	
 Appendix B – Soil Borings	
 Appendix C – Detailed Cost Estimates	
 Appendix D – Proposed Assessments	

Feasibility Study and Report

For

Hanson Road
Oak Ridge Avenue
Robinhood Place
Nottingham Place

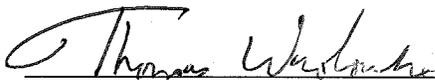
Road Reconstruction Project

City Project 14-01

City of Shoreview, Minnesota

February 10, 2014

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



Thomas E. Wesolowski, PE
Registration No. 40245

Date 2/10/14

Acknowledgement –Glen Hoffard, Senior Engineering Technician, City of Shoreview, assisted with the mapping, cost estimates and preliminary layouts.

Hanson/Oak Ridge Neighborhood Road Reconstruction Project

February 10, 2014

Executive Summary

Background and Findings

The Shoreview City Council ordered the preparation of this report on October 7, 2013. This report has been prepared for the proposed improvement of the street, water main, sanitary sewer, and storm sewer infrastructure for the Hanson/Oak Ridge Neighborhood Road Reconstruction, City Project 14-01. The public roadways included in this project are as follows:

Hanson Road	from	Tanglewood Drive to Oak Ridge Avenue
Oak Ridge Avenue	from	Hanson Road east to dead end
Robinhood Place	from	Hanson Road east to Nottingham Place
Nottingham Place	from	Improved portion of Nottingham Place north to Robinhood Place

The recommendation of this report is to reconstruct the streets, replace water main systems, repair sanitary sewers, and install a storm water collection system within the project limits. This report recommends reconstructing Hanson Road to a 28-foot wide face-to-face paved surface roadway with barrier style concrete curb and gutter and Robinhood Place and Nottingham Place to a 24-foot wide face-to-face paved surface roadway with a barrier style concrete curb and gutter. This report also recommends reconstructing Oak Ridge Avenue to a 22-foot wide face to face permeable pavement roadway with barrier style concrete curb and gutter. The streets in this proposed project would be designed to 7 tons, which is consistent with City standards and City code for local residential streets.

Project Costs

The proposed improvements would be funded by a combination of street renewal funds, special assessments/bonding, and utility funds. The cost of the project is estimated as follows:

Street	\$ 712,500
Water Main	\$ 268,000
Sanitary Sewer	\$ 123,500
Storm Sewer	\$ 443,000
Street Lights	<u>\$ 75,000</u>
Total Estimated Project Cost	\$ 1,622,000

Financing

Street	
Street Renewal	\$ 619,000
Assessments	\$ 93,500
Water	
Water Fund	\$ 268,000
Sanitary Sewer	
Sewer Fund	\$ 123,500
Storm Sewer	
Surface Water Fund	\$ 382,110
Assessments	\$ 60,890
Street Lights	
Street Light Fund	\$ 75,000

Conclusions

1. The road reconstruction project for the Hanson/Oak Ridge Neighborhood is technically and financially feasible.
2. The reconstruction of the deteriorated streets, replacement of the water distribution system, repair of the sanitary sewer collection system, installation of a storm water collection system, and replacement and installation of street lights will directly benefit the residents of the neighborhood, as well as the other residents of Shoreview.

Recommendations

1. Proceed with improvements as proposed in this report.
2. Schedule a public hearing for City Project 14-01 for March 17, 2014 at the regularly scheduled City Council meeting.

I. Introduction

This report consists of the exploration of the Hanson/Oak Ridge Neighborhood Road Reconstruction Project. The City Council of Shoreview ordered the preparation of a feasibility report on October 7, 2013 for the Hanson/Oak Ridge Neighborhood Road Reconstruction, City Project 14-01. The Hanson/Oak Ridge Neighborhood includes the following:

Hanson Road	from	Tanglewood Drive to Oak Ridge Avenue
Oak Ridge Avenue	from	Hanson Road east to dead end
Robinhood Place	from	Hanson Road east to Nottingham Place
Nottingham Place	from	Improved portion of Nottingham Place north to Robinhood Place

The project area is located on the southwest corner of Turtle Lake. See Appendix A for a map of the proposed project area.

All roads within the project area are local residential streets. Adjacent properties abutting the proposed improvements consist of single-family homes zoned as a Residential District (R-1).

The Hanson/Oak Ridge Neighborhood developed throughout the past 50 years or more. The sanitary sewer system was installed in 1967 to all portions of the project area. Water main was installed on Hanson Road and Oak Ridge Avenue in 1974 and Robinhood Place and Nottingham Place in 1976. All existing lots within the project area are currently served by the City's sanitary sewer collection and water distribution systems.

All streets within the project area are of a rural design with limited storm sewer systems and no concrete curb and gutter. The limited storm sewer allows surface water to run overland and along street edges to low points located on residential property and directly into Turtle Lake.

The project is located within the Rice Creek Watershed District (RCWD). The City is required to obtain a separate permit through the RCWD for the stormwater improvements made on this project

City staff hosted neighborhood informational meetings for the residents located within the project area on November 26, 2013 and February 6, 2014. The proposed road widths, curb type, utility and street light improvements, and storm water collection and treatment alternatives including the use of pervious pavement were presented. Estimated assessment information was also presented. Both meetings were well attended and overall support for the project was positive. Residents commented that stormwater runoff and drainage is a consistent problem, but did not want runoff directed away from Turtle Lake. They also had concerns about tree removal. Staff explained that existing stormwater runoff from the area that currently drains to the lake would continue to drain toward the lake. Staff also explained that trees would not need to be removed to install the road, but

some trees may need to be removed due to the replacement of water and sanitary sewer services. The residents were supportive of the proposed road widths, barrier style curb, replacement/addition of street lights, and the use of permeable pavement.

This report was prepared by the Shoreview Public Works Department and addresses the existing conditions, proposed improvements, and estimated cost of the improvements. If this feasibility report is received and improvements subsequently ordered, the work will require approximately five months to complete. City staff will conduct all design work surveying, construction inspection, and contract administration for this project.

II. Existing Conditions – Streets and Public Utilities

Street – Pavement and Soils

Streets within the project area consist of approximately 3400 linear feet of roadway varying in width from 19 to 28-feet with no curb and gutter and a limited storm sewer collection system. All streets within the project area have speed limits of 30 mph, which is typical of local residential streets throughout Shoreview. The traffic volumes throughout this area are generally less than 500 Annual Average Daily Traffic (AADT).

The street surfaces are bituminous asphalt pavement with major distresses including cracking, heaving, settlement, and patches. The majority of the pavement surface area is distressed due to the age of the asphalt pavement.

A surface exploration and geotechnical review has been completed for the project site and is included in Appendix B of this report. Soils beneath the bituminous pavement are comprised mainly of sand, sand with silt, and silty sand. Typically these soils are fast to moderately draining, are considered to have relatively low frost susceptibility, and offer good stability.

Water Main

All existing lots within the project area are served by Shoreview's municipal water system, which is located within the right-of-way. The existing water main consists of 8-inch cast iron pipe (CIP) on Hanson and Oak Ridge and 6-inch ductile iron pipe (DIP) on Robinhood and Nottingham. CIP water main is a relatively brittle material and over time can fracture or break. Water main breaks have occurred in the project area where the CIP is located, which required the excavation of the street to repair the water main system.

Sanitary Sewer

All existing lots within the project area are served by the City's sanitary sewer collection system, which is located within the right-of-way. The sanitary sewer for the entire project area is routed to the south to Tanglewood Drive.

The existing sanitary sewer main that serves the project area consists of 10-inch vitrified clay pipe (VCP). VCP sanitary sewer lines are typically very brittle and tend to fracture easily. This type of pipe is not utilized in modern construction practices.

The sanitary sewer main line was televised within the project area. The televised inspection showed cracking of the main line pipe, which is an indication of structural deficiencies in the pipe, and blockage from tree roots in the main line and service piping.

Storm Sewer

Depending on the location in the project area, surface water runs overland and along street edges to inlets, low points located within the right of way, low points on residential property, or discharges directly into Turtle Lake.

Surface water runoff from the portion of Hanson south of Robinhood flows south to inlets located on Tanglewood Drive. Runoff from Nottingham is directed south to inlets that direct the runoff into an underground pipe that connects to the stormwater collection system on Tanglewood. Runoff from Robinhood and the intersection of Hanson and Robinhood is collected in inlets and directed west to underground pipes that connect to the stormwater collection system on Tanglewood. The stormwater system on Tanglewood Drive crosses under Lexington Avenue and discharges into a low area located south of Marsden Lake.

Surface water runoff from the portion of Hanson north of Robinhood and Oak Ridge runs along the road edge and overland and discharges directly into Turtle Lake.

Street Lights

The project area is currently served by eight streetlights that are owned by Xcel. The streetlights consist of wooden poles, cobra-head light fixtures with 75-watt high-pressure sodium bulbs, and power supplied by overhead lines. A survey of the wooden poles indicates there are many holes and the cobra-head fixtures are nearing the end of their useful life.

III. Proposed Improvements – Streets, Storm Sewer, Water Main and Sanitary Sewer

Preliminary drawings showing the proposed improvements are included in Exhibit 3 of Appendix A of this report.

Streets – Pavement, Concrete Curb and Gutter, and Soils

City staff is proposing that Hanson Road, Robinhood, and Nottingham be reconstructed with a paved surface and concrete curb and gutter. Staff is also proposing that Oak Ridge Avenue be reconstructed with a permeable concrete pavement and concrete curb and

gutter. The proposed pavements would meet a 7-ton design, which is the City standard for streets in similar neighborhoods.

Hanson Road would be constructed to a width of 28-feet from face of curb to face of curb and Robinhood and Nottingham would be constructed to a width of 24-feet from face to face of the curb. Due to limited right of way, Oak Ridge Avenue would be constructed to a width of 22-feet measured from face to face of the curb. The recommended widths for the streets are consistent with similar residential neighborhoods within the City.

A cross-section of the proposed streets is shown in Appendix A. The proposed concrete curb and gutter would be a barrier- type of curb. Concrete curb in driveway areas would be cut down into the curb to allow a smooth transition between the roadway and driveway.

For the 24-wide streets (Robinhood and Nottingham), it is recommended that the City establish parking restrictions on one side of the street and on both sides within 30-feet of an intersection or corner to recognize all relevant fire and safety codes. For the 22-foot wide street (Oak Ridge), there is currently no parking allowed on either side of the street. It is recommended that the parking restrictions on both sides of the street remain after the project is complete due to past problems with buses and large vehicles being unable to drive down streets of that width and to recognize all relevant fire and safety codes.

The estimated life for the standard pavement is typically a minimum of 25 years; with Shoreview's preventative measures (such as crack filling and seal coating), the pavement surface should be serviceable upwards of 30-35 years. The estimated life for permeable concrete pavement is typically 30 to 35 years with little or no maintenance requirements.

City staff has reviewed the soil borings that were conducted by American Testing and Engineering. According to the soils engineering report the soils beneath the existing bituminous pavement are comprised of mainly sand, sand with silt, and silty sand. Typically these soils are fast to moderately draining, are considered to have relatively low frost susceptibility, and offer good stability. The soils will provide an excellent base for the road surface.

Two types of permeable concrete pavement are being evaluated for this project. The first is pervious concrete, which has an open pore structure that captures rainwater runoff and allows it to flow through the concrete and infiltrate into the ground. The City has used pervious concrete on two previous projects in 2007 and 2009. The concrete has proven to be durable and has performed well. The second is a permeable articulating concrete mat, which consists of individual precast concrete blocks tied together to form an interlocking mat. Narrow spaces between the blocks allow water to flow between the blocks and infiltrate into the ground. Both pavements meet or exceed the City's 7-ton design standard. By infiltrating the runoff from the surrounding drainage area storm water inlets, piping, and direct discharge of overland flow to Turtle Lake can be eliminated. A more detailed description of the infiltration system is presented in the Storm Sewer portion of this report.

Water Main

The project would include the replacement of approximately 2600-linear feet of existing 8-inch cast iron pipe (CIP) water main located on Hanson and Oak Ridge. CIP water main is a relatively brittle material that fractures fairly easily when soils are disturbed or settlements occur around water mains. The disturbance of soils during the storm sewer installation and sanitary sewer repairs near and around the CIP could pose a potential risk of water main failures after construction. It has been the City's practice to replace CIP watermain when adjacent construction work would disturb the original watermain installation. The water main on Robinhood and Nottingham consists of ductile iron pipe (DIP) that was installed approximately 40-years ago. Due to the expected service life of DIP, approximately 100-years, replacement of the pipe is not recommended.

The CIP watermain would be replaced with High Density Polyethylene (HDPE) pipe that would be installed by a trenchless technology called "pipe bursting". Pipe bursting is completed by pulling an auger through the old water main which bursts the pipe and pulls in the new HDPE pipe behind it. This technology has been in use since 1980 and was used for the water main replacement that was completed as part of the Demar/County Road F/Floral reconstruction project in 2012 and the Red Fox Road Improvement project in 2013.

Pipe bursting is proposed for this project due to the number of trees and the limited amount of right of way available on Oak Ridge Avenue. Pipe bursting requires much less digging, so less area is disturbed and the potential for tree removal is reduced when compared to the open cut method. As part of the water main replacement all water services within the right-of-way, curb stops, gate valves, and hydrants will also be replaced.

City staff has reviewed the properties located in the neighborhood and found that no additional services are warranted for future lot spits or sub-divisions.

Sanitary Sewer

The deficiencies of the sanitary sewer evident on the televised inspection listed under the existing conditions can be corrected by the installation of a cured-in-place liner, which would restore the structural integrity of the sewer main. A cured-in-place liner does not require excavation of the sewer main and can be installed by access through existing manholes. The sanitary sewer pipe within the project area will be lined, at a later date, as part of a future City wide lining project.

The proposed sanitary sewer work for the project will include the replacement of sanitary sewer services within the road right-of-way. The service lines are constructed of the same material as the sewer main and experience the same problems. It has been the City's practice to replace the sanitary sewer services with Polyvinyl Chloride (PVC) pipe in reconstruction areas where VCP sewer services exists. PVC pipe is the modern standard

for sewer services; it has tight joints that keep out tree roots and groundwater and is stiff enough to resist settlement. The scope of these proposed improvements will not include excavating and repair of sanitary sewer services within the private property of residential properties.

City staff examined the feasibility of offering residents the option of lining the sanitary sewer service lines that serve their property in lieu of the standard open trench method of replacement. Lining the service pipe requires much less digging and reduces the potential of for tree removal when compared to the open trench method. This method requires the entire service pipe to be lined from the main sewer line to the house, so the City and resident would need to participate in a cost share to cover the entire cost. The City would pay the cost to line the pipe from the main to the property line and the resident from the property line to the house. The cost for lining the service pipe is approximately 4 times higher than the open trench method. Due to the higher cost City staff does not feel lining service lines is a feasible option.

Storm Sewer

The proposed improvements for this project include the installation of two types of a stormwater collection and infiltration systems. The first consisting of a series of catch basins, catch basin manholes, and underground infiltration chambers. The second, consisting of the sand sub-base layer, a rock storage layer, and a permeable concrete pavement. See Appendix A for a street cross-section.

Stormwater runoff that drains to Hanson Street, Nottingham, and Robinhood would be collected at catch basins and directed to storage chambers located beneath the road. The storage chambers are perforated and surrounded by a rock storage layer, which allows water to pass from the chambers into the sub-base and infiltrate into the ground. Runoff volumes that exceed the volume of the infiltration chambers will be discharged into the existing storm collection systems. This type of underground storage and infiltration system has been used in previous City projects. The systems are performing well and City staff is comfortable with the maintenance requirements.

Stormwater runoff that drains to Oak Ridge will pass through the permeable pavement to a rock storage layer located beneath the pavement. The rock storage layer will be sized to store the runoff associated with a 10-year storm, which is the City standard for street storm water collection systems. The storm water will then infiltrate into the sand sub-base layer. The barrier curb system will provide additional temporary storage during more intense rain events by allowing water to pond between the curbs until the runoff is allowed to pass through the permeable pavement. Due to the storage capacity of the collection system no additional storm water infrastructure such as catch basins, manholes, underground piping, or discharge points to Turtle Lake will be needed. Permeable pavements systems have been used in previous City Projects. The pavement systems are performing well and City staff is comfortable with the maintenance requirements.

The project site is well suited for the underground storage and infiltration system and the permeable pavement. The project area is comprised of sandy soil that will allow storm water to infiltrate at a moderate to high rate.

The proposed improvements are consistent with the goals and policies of Shoreview's Surface Water Management Plan (SWMP) and the requirements of the City's National Pollution Discharge Elimination System (NPDES) permit and Surface Water Pollution Prevention Plan (SWPPP). The project is located in the RCWD and the City is required to get a permit for stormwater management.

Plans and specifications will incorporate erosion control practices consistent with Minnesota Pollution Control Agency's Best Management Practices and meet all requirements of the NPDES and RCWD.

Street Lights

The proposed improvements for this project include replacing the existing Xcel owned streetlights with new aluminum poles, LED cobra-head light fixtures, and underground power. The streetlights would be installed in approximately the same locations as the existing lights with additional lights installed at the mid-block of Nottingham and Oak Ridge. The installation of the street lights will be completed in conjunction with the City's 2014 street light replacement project.

Private Utilities

The City notifies all utility companies as it relates to the proposed improvements on projects. Private utilities and their associated agencies located on this project include Comcast Communication - Cable and Television; Century Link – Telephone and Communication; and Xcel Energy – Electric, Gas & existing Street Lights. The City of Shoreview encourages these companies to repair or replace their utilities during or prior to the start of Shoreview's construction projects.

Landscaping

It is anticipated that this project will have an impact on boulevard trees. As per past practices, the City will replace boulevard trees on the project where opportunities arise. The City code references that trees are to be replaced on a two-for-one basis. Where boulevard trees get close to construction limits, City staff will make every effort to protect existing trees within the right-of-way. However, when necessary, trees will be removed to allow for the proposed construction and clear zones. As per past practice, staff will work with adjacent property owners individually to assess impacts on trees located on private property.

removed to allow for the proposed construction and clear zones. As per past practice, staff will work with adjacent property owners individually to assess impacts on trees located on private property.

Permits

The City is required to obtain the necessary permits to construct this project. Permits are necessary for the repair and construction as it relates to site disturbance and work located within Ramsey County right-of-way.

The project is located within the Rice Creek Watershed District (RCWD). The City is required to obtain a permit from the RCWD for the storm water improvements completed as part of the project.

As required by the Minnesota Pollution Control Agency, a NPDES permit is needed for disturbances over one acre in size. Local agencies and contractors must obtain permits and provide sureties to prevent erosion from exiting the construction site on all sites one acre or more that are being disturbed. This permit must be obtained by common permit by both the City and contractor prior to starting the construction project.

The preliminary design for the storm water improvements doesn't indicate a requirement for DNR or Army Corps of Engineers permits.

The City will be required to obtain approval from the Department of Health for the work associated with the sanitary sewer collection and water distributions systems. The approval will be required prior to construction of the project.

IV. Estimated Costs

A detailed cost estimate is included in Appendix C of this report. The cost estimate is based on construction prices experienced for similar improvements and includes an additional 25% to cover non-construction costs associated with the project such as; engineering, legal, administrative costs, and construction contingencies. A summary of the estimated total costs for the project is listed below:

Street	\$ 712,500
Water Main	\$ 268,000
Sanitary Sewer	\$ 123,500
Storm Sewer	\$ 443,000
Street Lights	<u>\$ 75,000</u>
Total Estimated Project Cost	\$ 1,622,000

V. Estimated Assessments

Assessments proposed for improvements are administered in accordance with Minnesota Statutes, Chapter 429 and the City of Shoreview Street Renewal Program Unit Assessment Policy dated March 7, 1986.

Appendix D has a detailed map and list of residential properties with proposed assessments for the improvements. The payback period for assessments related to street and storm sewer is typically 10-years.

Street

Shoreview's Street Assessment Policy states that adjacent property and any property with primary access to the roadway receiving the improvement will be assessed the equivalent cost of concrete curb and gutter on an "equivalent unit" basis. A typical single-family residential lot is considered as one "unit" for street assessment purposes.

Total estimated cost of concrete curb and gutter	\$ 93,500
Total number of units	71
Estimated street assessment amount	\$ 1,317/unit

Storm Sewer

Storm sewer assessments are proposed for this project. City records indicate that some of the properties within the project area have not been previously assessed for storm sewer improvements and some have been assessed, but it was prior to 1987 when the storm sewer assessment policy was established. The amount assessed for each lot is dependent on the size of the lot. For the properties that have not been assessed for storm sewer before the assessment rate is based on a direct benefit. For the properties that were assessed prior to 1987 the assessment rate is based on a direct benefit. For direct benefit the first 13,000-square feet (sf) is assessed at \$0.07/sf, additional area from 13,001-19,000sf is assessed at \$0.035/sf, with no additional assessment over 19,000sf. The maximum storm sewer assessment for a residential lot that receives a direct benefit is \$1,120/unit. For indirect benefit the assessment rate is one-half the direct benefit rate. The maximum storm sewer assessment for a residential lot that receives an indirect benefit is \$560.00

Total assessed cost of storm sewer	\$ 60,890
Estimated storm water assessment amount	Dependant on lot size

Sanitary Sewer and Water Main

It has been Shoreview's practice to assess for sanitary sewer and water main improvements once, at the time of original construction. City sewer and water currently

serve all properties located in this neighborhood. City staff has reviewed the properties located in the neighborhood and found that no additional services are warranted for future lot spits or sub-divisions. Therefore sanitary sewer and water assessments are not warranted in this neighborhood.

VI. Funding Sources

The proposed improvements would be funded by a combination of street renewal funds, special assessments, and utility funds.

Street	
Street Renewal	\$ 619,000
Assessments/Bonding	\$ 93,500
Water	
Water Fund	\$ 268,000
Sanitary Sewer	
Sewer Fund	\$ 123,500
Storm Sewer	
Surface Water Fund	\$ 382,110
Assessments/Bonding	\$ 60,890
Street Lights	
Street Light Fund	\$ 70,000

VII. Project Schedule

Assuming receipt of this report by the City Council, the proposed project schedule will be as follows:

Council Receives Feasibility Report	February 18, 2014
Public Improvement Hearing	March 17, 2014
Council Approve Plans and Specifications	April 7, 2014
Bid Opening	May 1, 2014
Council Award Contract	May 5, 2014
Construction Start	Mid-May 2014
Construction Complete	October 2014
Assessment Hearing	September 2015

VIII. Conclusions and Recommendations

Conclusions

1. The reconstruction project for the Hanson/Oak Ridge Neighborhood is technically and financially feasible.
2. The reconstruction of the deteriorated streets, replacement of a portion of the water distribution system, repair of the sanitary sewer collection system, and installation of a storm collection system will directly benefit the residents of the neighborhood, as well as the other residents of Shoreview.

Recommendations

1. Proceed with improvements as proposed in this report.
2. Schedule public hearings for City Project 14-01 on March 17, 2014 at the regularly scheduled City Council meeting.

APPENDIX A

Exhibits



Shoreview

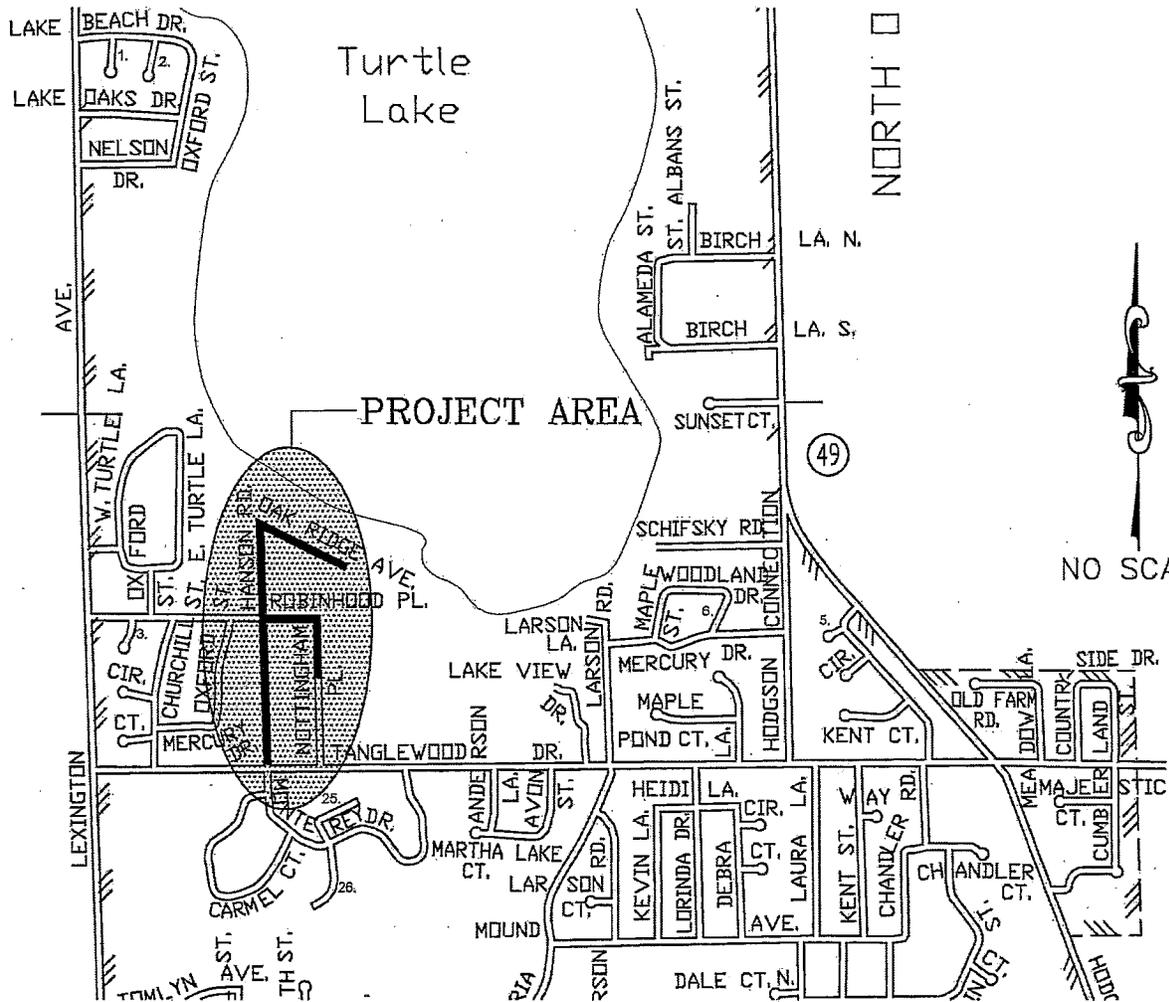
CITY OF SHOREVIEW

HANSON / OAK RIDGE

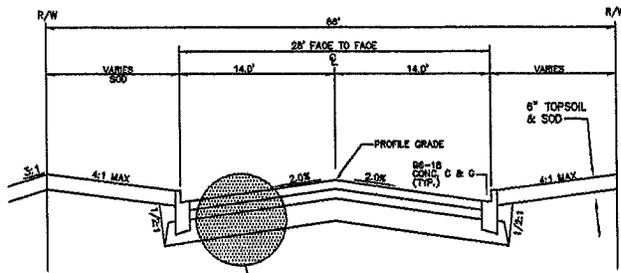
NEIGHBORHOOD

RECONSTRUCTION

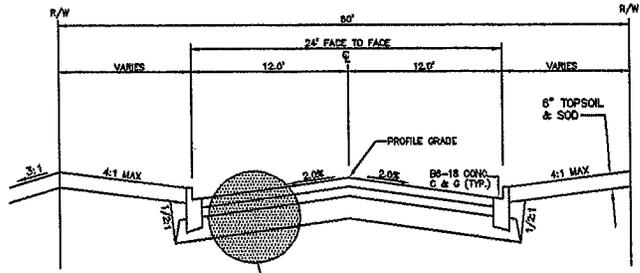
CITY PROJECT 14-01



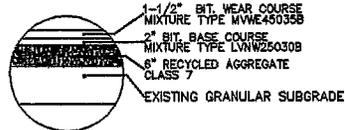
LOCATION MAP



TYPICAL SECTION
HANSON ROAD

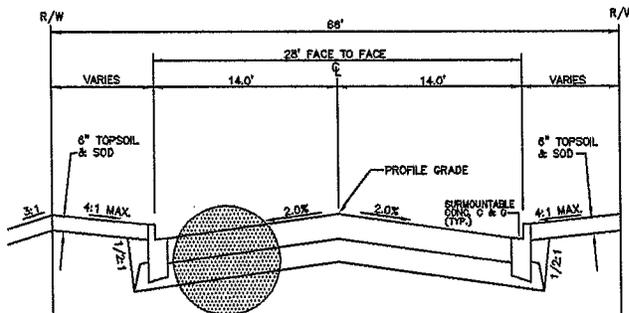


TYPICAL SECTION
ROBINHOOD PLACE/NOTTINGHAM PLACE

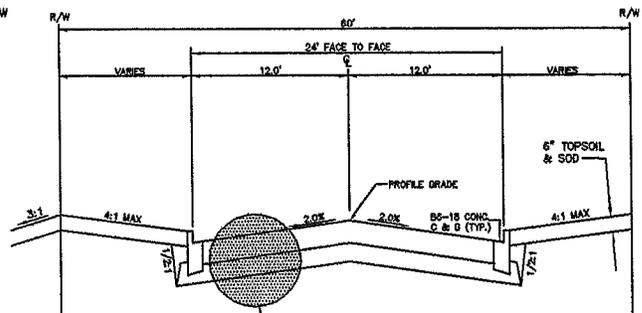


INSET A

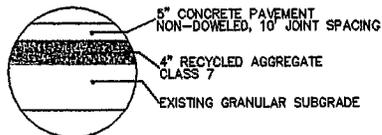
ALTERNATE NO. 1
BITUMINOUS PAVEMENT



TYPICAL SECTION
HANSON ROAD

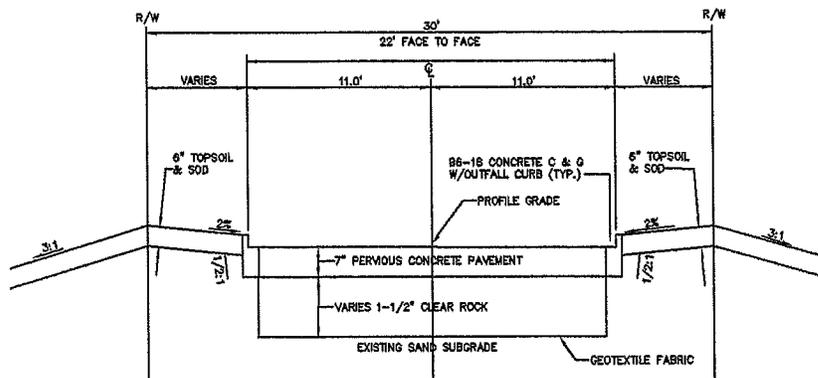


TYPICAL SECTION
ROBINHOOD PLACE/NOTTINGHAM PLACE



INSET A

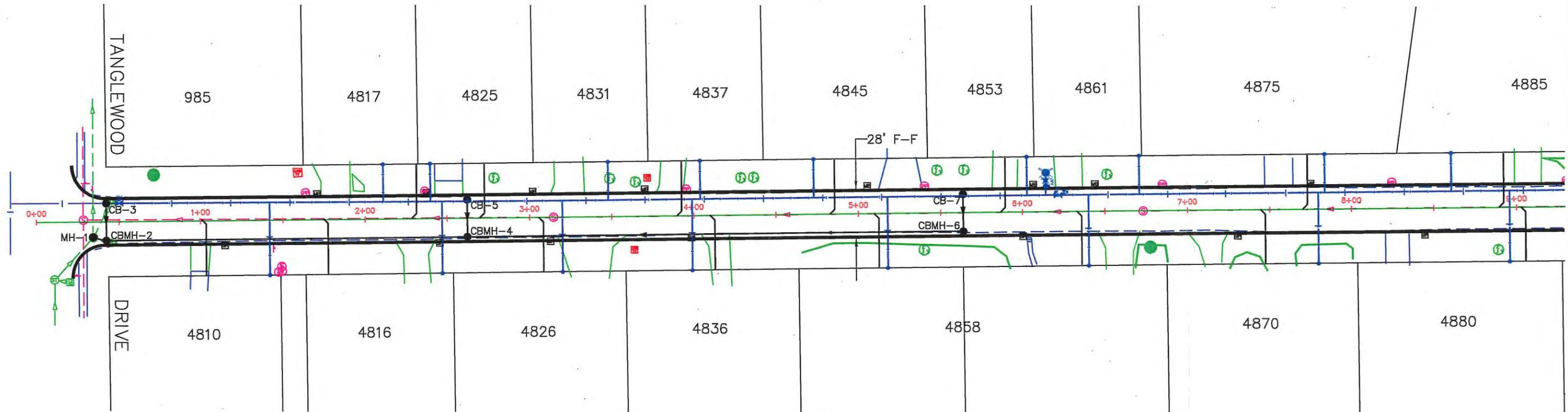
ALTERNATE NO. 2
CONCRETE PAVEMENT



TYPICAL SECTION
OAK RIDGE AVENUE
PERVIOUS PAVEMENT



CITY OF SHOREVIEW
HANSON RD./ ROBINHOOD PL.
NOTTINGHAM PL./ OAK RIDGE AVE.
RECONSTRUCTION
CITY PROJECT 14-01



LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING HYDRANT W/AUX. VALVE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

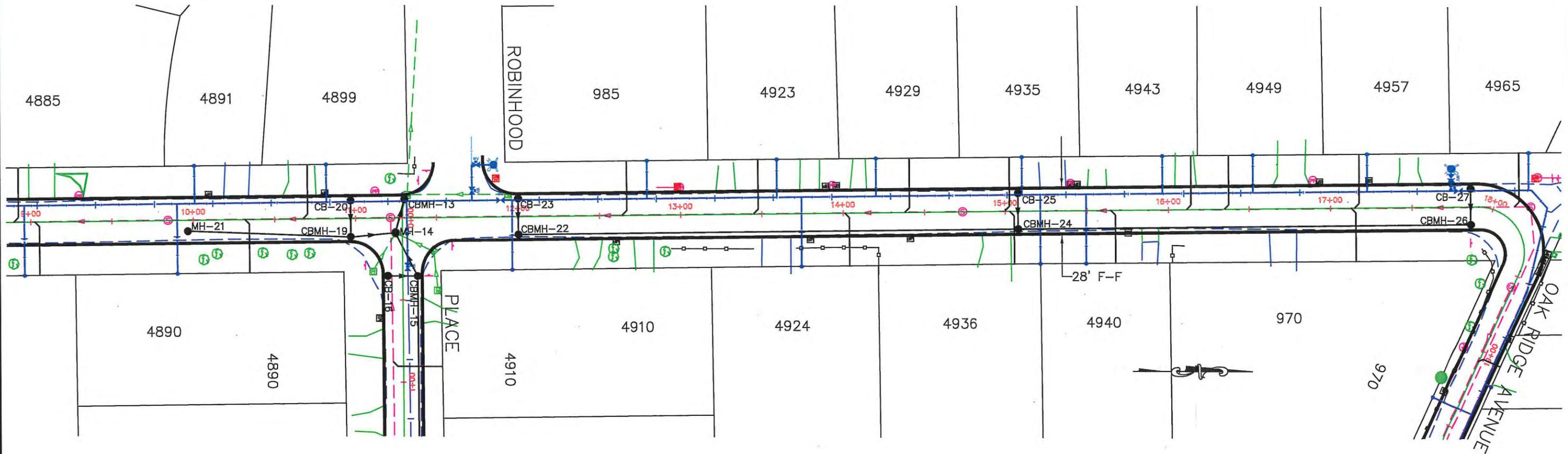
HANSON RD.
PROPOSED IMPROVEMENTS

- * 28 FT. WIDTH FACE TO FACE
- * NEW CONCRETE CURB & GUTTER
- * AGGREGATE BASE
- * NEW BITUMINOUS SURFACE
- * STORM SEWER UPGRADES
- * WATERMAIN CONSTRUCTION
- * SANITARY SEWER REPAIRS
- * TURF REPLACEMENT





CITY OF SHOREVIEW
HANSON RD./ ROBINHOOD PL.
NOTTINGHAM PL./ OAK RIDGE AVE.
RECONSTRUCTION
CITY PROJECT 14-01

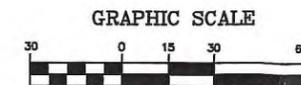


LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING HYDRANT W/AUX. VALVE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

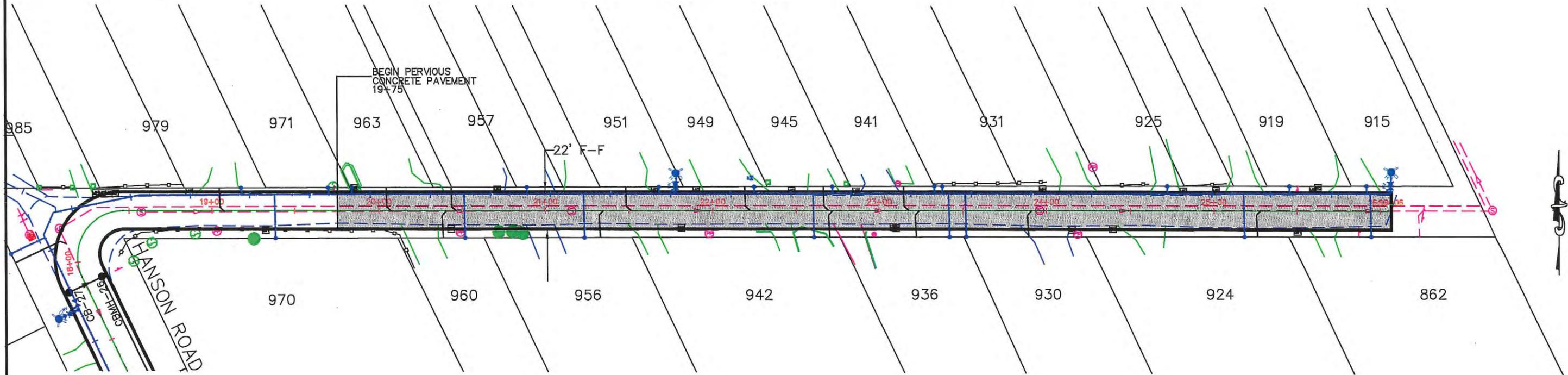
HANSON RD.
PROPOSED IMPROVEMENTS

- * 28 FT. WIDTH FACE TO FACE
- * NEW CONCRETE CURB & GUTTER
- * AGGREGATE BASE
- * NEW BITUMINOUS SURFACE
- * STORM SEWER UPGRADES
- * WATERMAIN CONSTRUCTION
- * SANITARY SEWER REPAIRS
- * TURF REPLACEMENT





CITY OF SHOREVIEW
HANSON RD./ ROBINHOOD PL.
NOTTINGHAM PL./ OAK RIDGE AVE.
RECONSTRUCTION
CITY PROJECT 14-01

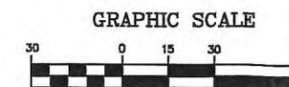


LEGEND

- | | |
|--|-------------------------------|
| | EXISTING STORM SEWER |
| | EXISTING SANITARY SEWER |
| | EXISTING WATERMAIN |
| | EXISTING HYDRANT W/AUX. VALVE |
| | PROPOSED STORM SEWER |
| | PROPOSED SANITARY SEWER |
| | PROPOSED WATERMAIN |

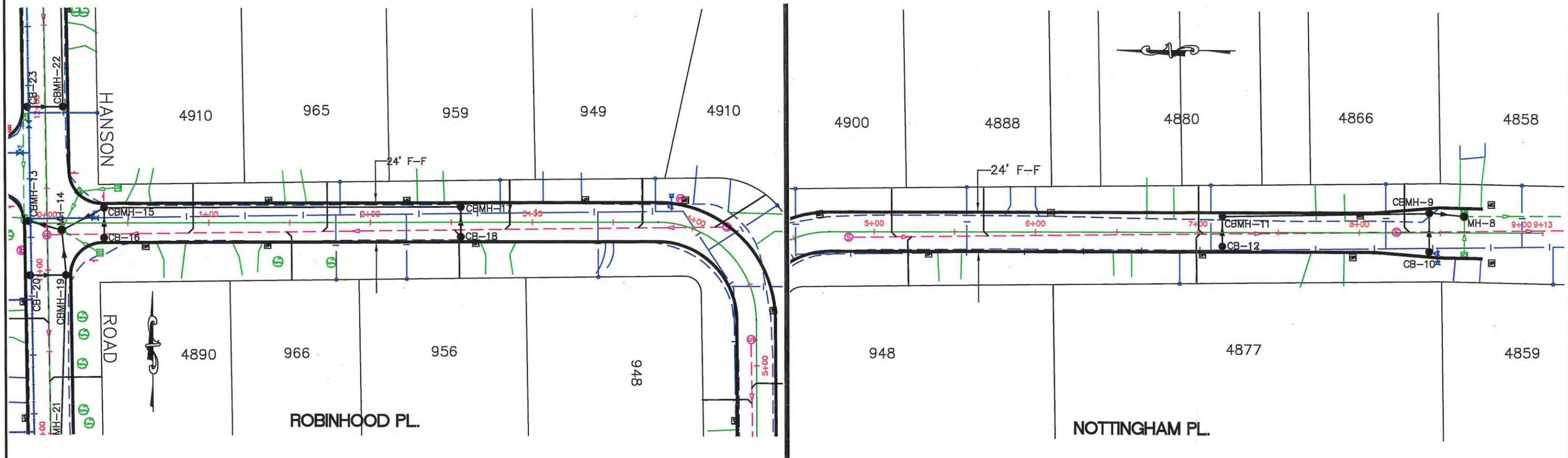
**OAK RIDGE AVE.
PROPOSED IMPROVEMENTS**

- * 22 FT. WIDTH FACE TO FACE
- * NEW CONCRETE CURB & GUTTER
- * AGGREGATE BASE
- * NEW BITUMINOUS / PERVIOUS SURFACE
- * WATERMAIN CONSTRUCTION
- * SANITARY SEWER REPAIRS
- * TURF REPLACEMENT





CITY OF SHOREVIEW
 HANSON RD./ ROBINHOOD PL.
 NOTTINGHAM PL./ OAK RIDGE AVE.
 RECONSTRUCTION
 CITY PROJECT 14-01

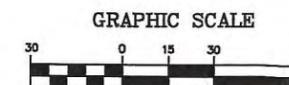


LEGEND

- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING HYDRANT W/AUX. VALVE
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN

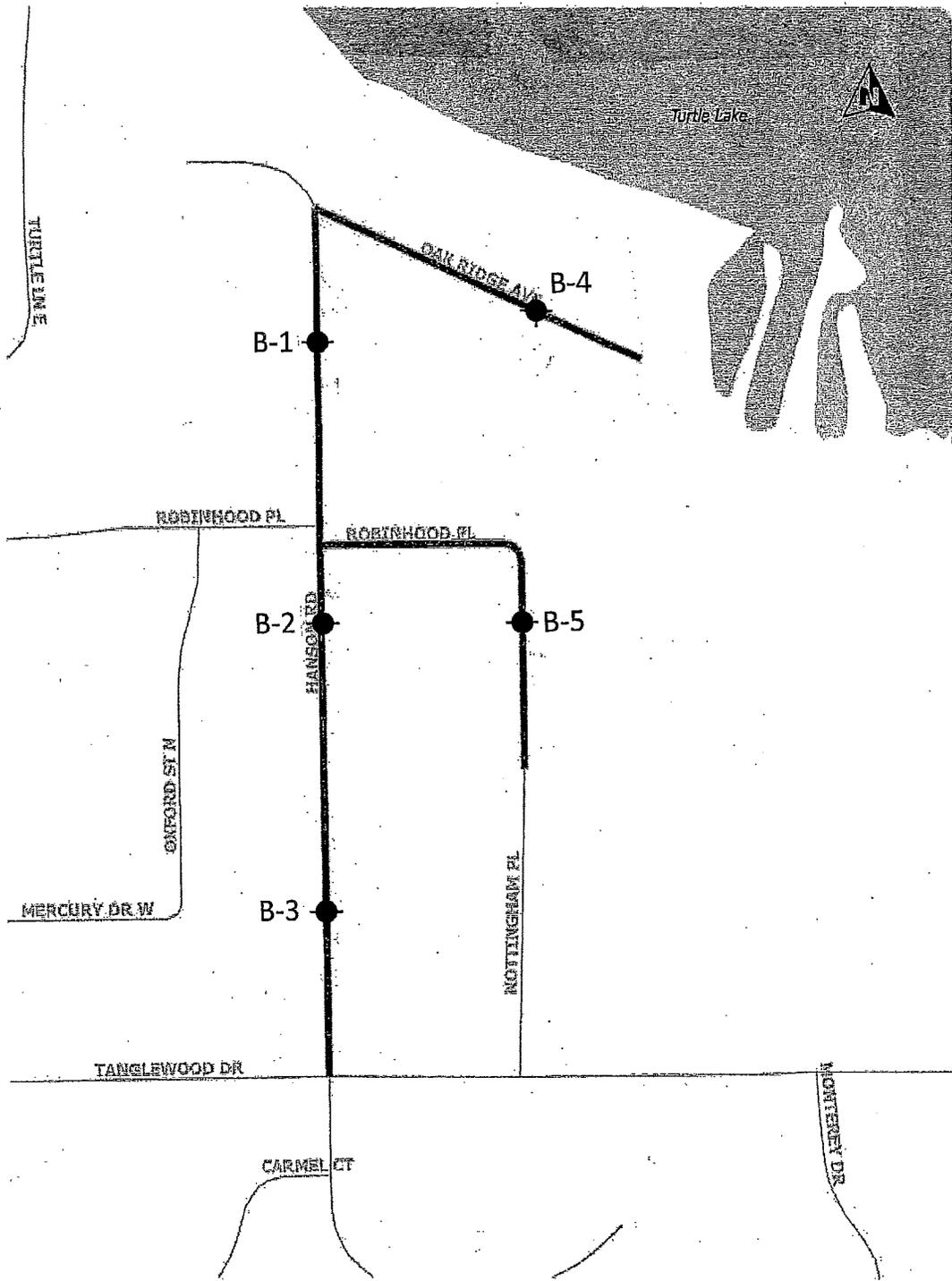
**ROBINHOOD PL./
NOTTINGHAM PL.
PROPOSED IMPROVEMENTS**

- * 24 FT. WIDTH FACE TO FACE
- * NEW CONCRETE CURB & GUTTER
- * AGGREGATE BASE
- * NEW BITUMINOUS SURFACE
- * STORM SEWER UPGRADES
- * SANITARY SEWER REPAIRS
- * TURF REPLACEMENT



APPENDIX B

Soil Borings



AMERICAN ENGINEERING TESTING, INC.	PROJECT Hanson/Oakridge Street Improvements, Shoreview, MN		AET NO. 01-05946
	SUBJECT Approximate Boring Locations		DATE December 13, 2013
	SCALE n/a	DRAWN BY JY	CHECKED BY -



SUBSURFACE BORING LOG

AET JOB NO: 01-05946 LOG OF BORING NO. B-1 (p. 1 of 1)
 PROJECT: Hanson Road/Oakridge Avenue Improvements; Shoreview, MN

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
							WC	DEN	LL	PL	%-#200	
1	3.25" Bituminous pavement	FILL			SU							
2	FILL, mostly silty sand, a little gravel and sand with silt, dark brown, a little light brown (A-2-4)		9	M	SS	17						
3	FILL, mixture of silty sand and sand with silt, grayish brown and light brown (A-2-4, A-3)		6	M	SS	16						
4	FILL, mostly sand with silt, a little hemic peat, light grayish brown, a little dark brown (A-3)											
5	FILL, mostly silty sand, a little sand with silt, brown, a little light brown (A-2-4)											
6			12	M	SS	22						
7	FILL, mostly sand with silt, a little silty sand, grayish brown, a little brown (A-3)											
8		16	M	SS	22							
9												
10	SAND WITH SILT, fine grained, light brownish gray, moist, medium dense (SP-SM) (A-3)	COARSE ALLUVIUM	14	M	SS	21					9	
11												
12	SAND WITH SILT, fine grained, light brownish gray, moist, loose to medium dense (SP-SM) (A-3)		8	M	SS	18	5				5	
13												
14												
15												
16			13	M	SS	21						
END OF BORING												
Location: Hanson Road, 9'E of C/L, 214'S of Oakridge Avenue C/L												

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
0-14½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		10/25/13	9:10	16.5	14.5	16.3			None
BORING COMPLETED: 10/25/13									
DR: SG LG: SB Rig: 91C									

AET CORP 01-05946.GPJ AET+CPT+WELL.GDT 11/21/13



SUBSURFACE BORING LOG

AET JOB NO: 01-05946 LOG OF BORING NO. B-2 (p. 1 of 1)
 PROJECT: Hanson Road/Oakridge Avenue Improvements; Shoreview, MN

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	3" Bituminous pavement	FILL			SU						
	FILL, mostly sand with silt, pieces of bituminous, grayish brown and brown (A-3)		10	M	SS	17					
2	FILL, mostly sand with silt, brown, a little black (A-3)										
3	FILL, mostly silty sand, a little sand with silt, brown, a little light brown (A-2-4)		6	M	SS	20					
4											
5	FILL, mostly clayey sand, a little sand with silt, brown, a little light brown (A-2-6)		14	M	SS	24	11				
6											
7											
8	FILL, mostly silty sand, a little gravel and sand with silt, brown, a little light grayish brown (A-2-4)		14	M	SS	24					
9											
10	SAND WITH SILT, fine grained, light brownish gray, a little brown, moist, medium dense, laminations of fine silty sand (SP-SM) (A-3)	COARSE ALLUVIUM	16	M	SS	22				8	
11											
12	SAND, fine grained, light brownish gray, a little brown, moist, medium dense, laminations of fine silty sand, a lamination of lean clay around 15' (SP) (A-3)		17	M	SS	21					
13											
14											
15											
16			20	M	SS	19					
END OF BORING											
Location: Hanson Road, 8'E of C/L, 182'S of Robinhood Place C/L (segment east of Hanson)											

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG	
0-14½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL		WATER LEVEL
		10/25/13	10:40	16.5	14.5	16.3			None
BORING COMPLETED: 10/25/13									
DR: SG LG: SB Rig: 91C									

AET CORP 01-05946.GPJ AET+CPT+WELL_GDT: 11/21/13



SUBSURFACE BORING LOG

AET JOB NO: 01-05946

LOG OF BORING NO. B-3 (p. 1 of 1)

PROJECT: Hanson Road/Oakridge Avenue Improvements; Shoreview, MN

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-#200
1	3" Bituminous pavement	FILL			SU		7				
	FILL, mostly clayey sand, a little gravel, brown (A-2-6)		12	M	SS	14					
2	FILL, mostly silty sand, a little gravel, brown (A-2-4)										
3	FILL, mostly silty sand, a little clayey sand, trace roots, brown (A-2-4)		8	M	SS	12					
4											
5	CLAYEY SAND, a little gravel, brown, a little light brown, stiff, a lens of fine silty sand (SC) (A-2-6) (possible fill)	MIXED ALLUVIUM OR FILL	13	M	SS	18	6				
6											
7	SILTY SAND, a little gravel, trace roots, brown, moist (SM) (A-1-b) (possible fill)	COARSE*									
8	SAND WITH SILT, fine grained, light brownish gray, moist, medium dense (SP-SM) (A-3)	COARSE ALLUVIUM	18	M	SS	20					
9											
10	SAND, fine grained, light brownish gray, a little brown, moist, dense, laminations of fine silty sand (SP) (A-3)		32	M	SS	19					
11											
12											
13			31	M	SS	22					
14											
15			49	M	SS	19					
16											
END OF BORING		*ALLUVIUM OR FILL									
Location: Hanson Road, 5'E of C/L, 279'N of Tanglewood Drive C/L											

AET CORP 01-05946.GPJ AET+CPT+WELL_GDT 11/1/13

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
0-14½'	3.25" HSA	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		10/25/13	11:40	16.5	14.5	16.3		None	
BORING COMPLETED: 10/25/13									
DR: SG LG: SB Rig: 91C									



SUBSURFACE BORING LOG

AET JOB NO: 01-05946 LOG OF BORING NO. B-4 (p. 1 of 1)
 PROJECT: Hanson Road/Oakridge Avenue Improvements; Shoreview, MN

DEPTH IN FEET	SURFACE ELEVATION: _____ MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS					
							WC	DEN	LL	PL	%-#200	
1	3" Bituminous pavement	FILL			SU							
1	FILL, mostly sand with silt, pieces of bituminous, trace roots, light grayish brown, a little black (A-3)		11	M	SS	18						
2	FILL, mostly silty sand, a little sand with silt, brown, a little light brown (A-2-4)											
3	FILL, mostly sand with silt, brown (A-3)		7	M	SS	17						
4												
5	SAND WITH SILT, fine grained, light brown, a little brown to light brownish gray, a little brown, moist, medium dense, lenses of fine silty sand (SP-SM) (A-3)	COARSE ALLUVIUM	14	M	SS	22	14				11	
6												
7												
8												
9												
10												
11											6	
12												
13												
14												
15	SAND WITH SILT, fine grained, light brownish gray, a little brown, moist to waterbearing, medium dense, a lens of medium sand (SP-SM) (A-3)											
16		11	M/W	SS	17							
END OF BORING												
Location: Oakridge Avenue, 4'S of C/L, 638'E/SE (along C/L) of Hanson Road C/L												

AET CORP 01-05946.GPJ AET+CPT+WELL.GDT. 11/21/13

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

DEPTH: DRILLING METHOD		WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-14½'	3.25" HSA	10/25/13	8:30	16.5	14.5	15.8		None
BORING COMPLETED: 10/25/13								
DR: SG LG: SB Rig: 91C								

APPENDIX C

Detailed Cost Estimates

ENGINEER'S ESTIMATE

**HANSON RD. OAK RIDGE AVE.
ROBINHOOD PL. & NOTTINGHAM PL.
RECONSTRUCTION
CITY PROJECT NO. 14-01**

STREET RECONSTRUCTION

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2021.501	MOBILIZATION	LS	1.00	\$ 75,000.00	\$ 75,000.00
2101.502	CLEARING	TREE	8.00	\$ 350.00	\$ 2,800.00
2101.507	GRUBBING	TREE	8.00	\$ 170.00	\$ 1,360.00
2104.501	REMOVE CONCRETE CURB & GUTTER	LF	100.00	\$ 2.50	\$ 250.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SY	9,200.00	\$ 3.00	\$ 27,600.00
2104.505	REMOVE DRIVEWAY PAVEMENT (CONCRETE)	SY	500.00	\$ 6.00	\$ 3,000.00
2104.505	REMOVE DRIVEWAY PAVEMENT (BITUMINOUS)	SY	1,400.00	\$ 4.00	\$ 5,600.00
2104.511	SAW CONCRETE PAVEMENT	LF	350.00	\$ 5.00	\$ 1,750.00
2104.523	SALVAGE & REINSTAL EXISTING SIGNS, POSTS AND MAILBOXES	EA	75.00	\$ 150.00	\$ 11,250.00
2105.501	COMMON EXCAVATION	CY	3,000.00	\$ 15.00	\$ 45,000.00
2105.525	TOPSOIL BORROW	CY	1,350.00	\$ 15.00	\$ 20,250.00
2112.501	SUBGRADE PREPARATION	RD STA	34.00	\$ 200.00	\$ 6,800.00
2360.521	BITUMINOUS DRIVEWAY PAVEMENT LVWE45030B	SY	1,400.00	\$ 20.00	\$ 28,000.00
2506.516	CAST. ASSEMBLY (R-1733) W/I&I BARRIER	EA	13.00	\$ 850.00	\$ 11,050.00
2531.501	CONCRETE CURB & GUTTER (B6-18)	LF	6,800.00	\$ 11.00	\$ 74,800.00
	SPECIAL PERMEABLE PAVEMENT	SF	5,700.00	\$ 9.00	\$ 51,300.00
2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	500.00	\$ 45.00	\$ 22,500.00
2563.601	TRAFFIC CONTROL	LS	1.00	\$ 3,000.00	\$ 3,000.00
2573.502	SILT FENCE	LF	250.00	\$ 4.00	\$ 1,000.00
2573.501	INLET PROTECTION	EA	10.00	\$ 200.00	\$ 2,000.00
2575.505	SODDING W/6" TOPSOIL	SY	8,000.00	\$ 3.50	\$ 28,000.00
2123.610	STREET SWEEPING	HR	5.00	\$ 125.00	\$ 625.00
SUBTOTAL - STREET RECONSTRUCTION					\$ 422,935.00
25% CONTINGENCY					\$ 105,733.75
TOTAL - STREET RECONSTRUCTION					\$ 528,668.75

ENGINEER'S ESTIMATE

**HANSON RD. OAK RIDGE AVE.
ROBINHOOD PL. & NOTTINGHAM PL.
RECONSTRUCTION
CITY PROJECT NO. 14-01**

STORM SEWER

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2104.509	REMOVE STORM STRUCTURE	EA	12.00	\$ 500.00	\$ 6,000.00
2104.501	REMOVE STORM PIPE	LF	250.00	\$ 10.00	\$ 2,500.00
2105.609	NON-WOVEN GEOTEXTILE FABRIC, TYPE II	SY	5,050.00	\$ 2.00	\$ 10,100.00
2105.501	COMMON EXCAVATION	CY	2,400.00	\$ 15.00	\$ 36,000.00
2451.607	1 1/2" CLEAR ROCK	CY	2,200.00	\$ 45.00	\$ 99,000.00
2451.607	3/4" CLEAR ROCK	CY	200.00	\$ 45.00	\$ 9,000.00
2502.541	30" PERF. HDPE PIPE, SMOOTH INTERIOR	LF	1,195.00	\$ 52.00	\$ 62,140.00
2503.541	12" HDPE ST SEWER PIPE, SMOOTH INTERIOR	LF	250.00	\$ 20.00	\$ 5,000.00
2503.541	15" HDPE ST SEWER PIPE, SMOOTH INTERIOR	LF	392.00	\$ 23.00	\$ 9,016.00
2503.541	18" HDPE ST SEWER PIPE, SMOOTH INTERIOR	LF	10.00	\$ 23.00	\$ 230.00
SPECIAL	CONST 30" PVC MH STRUCTURE W/CASTING & 3' SUMP	EA	1.00	\$ 2,500.00	\$ 2,500.00
SPECIAL	CONST 30" PVC CBMH STRUCTURE W/CASTING & 3' SUMP	EA	9.00	\$ 2,500.00	\$ 22,500.00
SPECIAL	CONST 30" PVC CB STRUCTURE W/CAST	EA	11.00	\$ 2,200.00	\$ 24,200.00
SPECIAL	CONST 30" PVC CBMH STRUCTURE	EA	2.00	\$ 2,500.00	\$ 5,000.00
2506.502	CONST 48" CBMH W/CASTING	EA	1.00	\$ 2,500.00	\$ 2,500.00
2506.502	CONST 48" MH W/CASTING	EA	3.00	\$ 2,500.00	\$ 7,500.00
SPECIAL	PERMEABLE PAVEMENT	SF	5,700.00	\$ 9.00	\$ 51,300.00
SUBTOTAL - STORM SEWER					\$ 354,486.00
25% CONTINGENCY					\$ 88,621.50
TOTAL - STORM SEWER					\$ 443,107.50

SANITARY SEWER

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2503.602	REMOVE & REPLACE 4"X8" WYE	EA	68.00	\$ 750.00	\$ 51,000.00
2503.603	4" PVC SERVICE PIPE	LF	1,800.00	\$ 26.00	\$ 46,800.00
2503.602	4" UTILITY INSULATION	SY	30.00	\$ 30.00	\$ 900.00
SUBTOTAL - SANITARY SEWER					\$ 98,700.00
25% CONTINGENCY					\$ 24,675.00
TOTAL - SANITARY SEWER					\$ 123,375.00

ENGINEER'S ESTIMATE

**HANSON RD. OAK RIDGE AVE.
ROBINHOOD PL. & NOTTINGHAM PL.
RECONSTRUCTION
CITY PROJECT NO. 14-01**

WATERMAIN

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2104.509	REMOVE HYDRANT & VALVE	EA	4.00	\$ 500.00	\$ 2,000.00
2504.602	CONNECT TO EXISTING WM	EA	3.00	\$ 2,300.00	\$ 6,900.00
2504.603	6" WATERMAIN CL DR11 HDPE-DIPS	LF	150.00	\$ 35.00	\$ 5,250.00
2504.603	8" WATERMAIN CL DR11 HDPE-DIPS (PIPE BURSTING METHOD)	LF	2,550.00	\$ 40.00	\$ 102,000.00
2504.602	F & I HYDRANT (WB-67) & VALVE	EA	4.00	\$ 3,650.00	\$ 14,600.00
2504.602	6" GATE VALVE	EA	1.00	\$ 750.00	\$ 750.00
2504.602	8" GATE VALVE	EA	4.00	\$ 750.00	\$ 3,000.00
2504.602	1" CORPORATION	EA	57.00	\$ 225.00	\$ 12,825.00
2504.602	1" CURB STOP & BOX	EA	57.00	\$ 330.00	\$ 18,810.00
2504.603	1" COPPER TUBING	LF	1,500.00	\$ 29.00	\$ 43,500.00
2504.603	4" UTILITY INSULATION	SY	30.00	\$ 25.00	\$ 750.00
2504.608	HDPE FITTINGS CL DR11	EA	7.00	\$ 600.00	\$ 4,200.00
SUBTOTAL - WATERMAIN					\$ 214,585.00
25% CONTINGENCY					\$ 53,646.25
TOTAL - WATERMAIN					\$ 268,231.25

BID ALTERNATE #1 - BITUMINOUS PAVEMENT

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2211.501	AGGREGATE BASE CLASS 7	TON	3,500.00	\$ 13.00	\$ 45,500.00
2360.508	BITUMINOUS WEAR COURSE MVWE45035B	TON	610.00	\$ 67.00	\$ 40,870.00
2360.514	BITUMINOUS BASE COURSE LVNW25030B	TON	815.00	\$ 65.00	\$ 52,975.00
2357.502	BITUMINOUS MAT'L FOR TACK COAT	GAL	375.00	\$ 3.00	\$ 1,125.00
2331.603	BITUMINOUS CONTROL JOINT	LF	1,650.00	\$ 4.00	\$ 6,600.00
SUBTOTAL - BID ALTERNATE #1					\$ 147,070.00
25% CONTINGENCY					\$ 36,767.50
TOTAL - STREET RECONSTRUCTION					\$ 183,837.50

ENGINEER'S ESTIMATE

HANSON RD. OAK RIDGE AVE.
ROBINHOOD PL. & NOTTINGHAM PL.
RECONSTRUCTION
CITY PROJECT NO. 14-01

BID ALTERNATE #2 - CONCRETE PAVEMENT

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
2211.501	AGGREGATE BASE CLASS 7	TON	2,350.00	\$ 13.00	\$ 30,550.00
2301.501	5" CONCRETE PAVEMENT (FIXED FORM)	SY	7,200.00	\$ 30.00	\$ 216,000.00
SUBTOTAL - BID ALTERNATE #2					\$ 246,550.00
25% CONTINGENCY					\$ 61,637.50
TOTAL - STREET RECONSTRUCTION					\$ 308,187.50

ESTIMATED CONSTRUCTION COST

STREET RECONSTRUCTION	\$ 528,668.75
STORM SEWER	\$ 443,107.50
SANITARY SEWER	\$ 123,375.00
WATERMAIN	\$ 268,231.25
STREET LIGHTING	\$ 75,000.00
SUBTOTAL	\$ 1,438,382.50
BID ALTERNATE #1 - BITUMINOUS PAVEMENT	\$ 183,837.50
TOTAL	\$ 1,622,220.00
BID ALTERNATE #2 - CONCRETE PAVEMENT	\$ 308,187.50
TOTAL	\$ 1,746,570.00

APPENDIX D

Proposed Assessments

Date of Pending: March 17, 2014
 10 year assessment

HANSON/OAKRIDGE AREA
 RECONSTRUCTION
 PROJECT 14-01

STREET & STORM ASSESSMENTS			Street			Storm Sewer			Street/Storm	
Address	PIN	Assess Units	\$/Lot unit	Total Street	Lot Area	Assess Area	Rate	Total Storm	Total Assessment	Total Assessment
4810 HANSON RD	143023240039	0.5	\$ 1,317	\$ 659	15,682	15,682	\$ 0.035	\$ 501.94	\$ 1,160.44	\$ 1,160.44
4816 HANSON RD	143023240040	1.0	\$ 1,317	\$ 1,317	18,295	18,295	\$ 0.035	\$ 547.66	\$ 1,864.66	\$ 1,864.66
4817 HANSON RD	143023230056	1.0	\$ 1,317	\$ 1,317	13,939	13,939	\$ 0.07	\$ 942.87	\$ 2,259.87	\$ 2,259.87
4825 HANSON RD	143023230057	1.0	\$ 1,317	\$ 1,317	8,712	8,712	\$ 0.07	\$ 609.84	\$ 1,926.84	\$ 1,926.84
4826 HANSON RD	143023240041	1.0	\$ 1,317	\$ 1,317	18,295	18,295	\$ 0.035	\$ 547.66	\$ 1,864.66	\$ 1,864.66
4831 HANSON RD	143023230058	1.0	\$ 1,317	\$ 1,317	8,276	8,276	\$ 0.07	\$ 579.32	\$ 1,896.32	\$ 1,896.32
4836 HANSON RD	143023240042	1.0	\$ 1,317	\$ 1,317	18,295	18,295	\$ 0.035	\$ 547.66	\$ 1,864.66	\$ 1,864.66
4837 HANSON RD	143023230059	1.0	\$ 1,317	\$ 1,317	9,148	9,148	\$ 0.07	\$ 640.36	\$ 1,957.36	\$ 1,957.36
4845 HANSON RD	143023230060	1.0	\$ 1,317	\$ 1,317	13,504	13,504	\$ 0.07	\$ 927.64	\$ 2,244.64	\$ 2,244.64
4853 HANSON RD	143023230061	1.0	\$ 1,317	\$ 1,317	8,712	8,712	\$ 0.07	\$ 609.84	\$ 1,926.84	\$ 1,926.84
4858 HANSON RD	143023240047	2.0	\$ 1,317	\$ 2,634	47,045	19,000	\$ 0.07	\$ 1,120.00	\$ 3,754.00	\$ 3,754.00
4861 HANSON RD	143023230062	1.0	\$ 1,317	\$ 1,317	8,276	8,276	\$ 0.07	\$ 579.32	\$ 1,896.32	\$ 1,896.32
4870 HANSON RD	143023240031	1.0	\$ 1,317	\$ 1,317	35,719	19,000	\$ 0.035	\$ 560.00	\$ 1,877.00	\$ 1,877.00
4875 HANSON RD	143023230063	1.0	\$ 1,317	\$ 1,317	19,166	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	\$ 2,437.00
4880 HANSON RD	143023240030	1.0	\$ 1,317	\$ 1,317	35,719	19,000	\$ 0.035	\$ 560.00	\$ 1,877.00	\$ 1,877.00
4885 HANSON RD	143023230064	1.0	\$ 1,317	\$ 1,317	17,424	17,424	\$ 0.035	\$ 532.42	\$ 1,849.42	\$ 1,849.42
4890 HANSON RD	143023240025	1.0	\$ 1,317	\$ 1,317	13,068	13,068	\$ 0.07	\$ 912.38	\$ 2,229.38	\$ 2,229.38
4891 HANSON RD	143023230065	1.0	\$ 1,317	\$ 1,317	6,534	6,534	\$ 0.035	\$ 228.69	\$ 1,545.69	\$ 1,545.69
4899 HANSON RD	143023230066	0.5	\$ 1,317	\$ 659	9,583	9,583	\$ 0.035	\$ 335.41	\$ 993.91	\$ 993.91
4910 HANSON RD	143023240023	1.0	\$ 1,317	\$ 1,317	13,068	13,068	\$ 0.035	\$ 456.19	\$ 1,773.19	\$ 1,773.19
4923 HANSON RD	143023220010	1.0	\$ 1,317	\$ 1,317	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	\$ 2,437.00
4924 HANSON RD	143023210019	1.0	\$ 1,317	\$ 1,317	20,473	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	\$ 2,437.00
4929 HANSON RD	143023220009	1.0	\$ 1,317	\$ 1,317	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	\$ 2,437.00
4935 HANSON RD	143023000008	1.0	\$ 1,317	\$ 1,317	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	\$ 2,437.00
4936 HANSON RD	143023210018	1.0	\$ 1,317	\$ 1,317	16,988	16,988	\$ 0.07	\$ 1,049.58	\$ 2,366.58	\$ 2,366.58
4940 HANSON RD	143023210016	1.0	\$ 1,317	\$ 1,317	12,197	12,197	\$ 0.07	\$ 853.79	\$ 2,170.79	\$ 2,170.79
4943 HANSON RD	143023220007	1.0	\$ 1,317	\$ 1,317	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	\$ 2,437.00

Date of Pending: March 17, 2014
10 year assessment

HANSON/OAKRIDGE AREA
RECONSTRUCTION
PROJECT 14-01

STREET & STORM ASSESSMENTS			Street				Storm Sewer				Street/Storm	
Address	PIN	Assess Units	\$/Lot unit	Total Street	Lot Area	Assess Area	Rate	Total Storm	Assessment	Total	Assessment	
4949 HANSON RD	143023220006	1.0	\$ 1,317	\$ 1,317	21,780	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
4957 HANSON RD	143023220005	1.0	\$ 1,317	\$ 1,317	23,958	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
4965 HANSON RD	143023220004	1.0	\$ 1,317	\$ 1,317	34,848	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
4866 NOTTINGHAM PL	143023240016	1.0	\$ 1,317	\$ 1,317	17,424	17,424	\$ 0.035	\$ 532.42	\$ 1,849.42		\$ 1,849.42	
4867 NOTTINGHAM PL	143023240051	1.0	\$ 1,317	\$ 1,317	10,842	10,842	\$ 0.035	\$ 379.47	\$ 1,696.47		\$ 1,696.47	
4877 NOTTINGHAM PL	143023240050	1.0	\$ 1,317	\$ 1,317	15,180	15,180	\$ 0.035	\$ 493.15	\$ 1,810.15		\$ 1,810.15	
4880 NOTTINGHAM PL	143023240017	1.0	\$ 1,317	\$ 1,317	16,117	16,117	\$ 0.035	\$ 509.55	\$ 1,826.55		\$ 1,826.55	
4888 NOTTINGHAM PL	143023240018	1.0	\$ 1,317	\$ 1,317	19,166	19,000	\$ 0.035	\$ 560.00	\$ 1,877.00		\$ 1,877.00	
4900 NOTTINGHAM PL	143023240019	1.0	\$ 1,317	\$ 1,317	26,621	19,000	\$ 0.035	\$ 560.00	\$ 1,877.00		\$ 1,877.00	
4910 NOTTINGHAM PL	143023240020	1.0	\$ 1,317	\$ 1,317	37,026	19,000	\$ 0.035	\$ 560.00	\$ 1,877.00		\$ 1,877.00	
862 OAKRIDGE AVE	143023210025	1.0	\$ 1,317	\$ 1,317	19,166	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
905 OAKRIDGE AVE	143023210001	1.0	\$ 1,317	\$ 1,317	20,038	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
915 OAKRIDGE AVE	143023210002	1.0	\$ 1,317	\$ 1,317	24,300	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
919 OAKRIDGE AVE	143023210003	1.0	\$ 1,317	\$ 1,317	23,958	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
924 OAKRIDGE AVE	143023210024	1.0	\$ 1,317	\$ 1,317	24,829	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
925 OAKRIDGE AVE	143023210004	1.0	\$ 1,317	\$ 1,317	23,958	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
930 OAKRIDGE AVE	143023210023	1.0	\$ 1,317	\$ 1,317	16,552	16,552	\$ 0.07	\$ 1,034.32	\$ 2,351.32		\$ 2,351.32	
931 OAKRIDGE AVE	143023210005	1.0	\$ 1,317	\$ 1,317	31,363	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
936 OAKRIDGE AVE	143023210022	1.0	\$ 1,317	\$ 1,317	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,290.35		\$ 2,290.35	
941 OAKRIDGE AVE	143023210006	1.0	\$ 1,317	\$ 1,317	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,290.35		\$ 2,290.35	
942 OAKRIDGE AVE	143023210021	1.0	\$ 1,317	\$ 1,317	30,927	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
945 OAKRIDGE AVE	143023210007	1.0	\$ 1,317	\$ 1,317	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,290.35		\$ 2,290.35	
949 OAKRIDGE AVE	143023210008	1.0	\$ 1,317	\$ 1,317	29,620	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
951 OAKRIDGE AVE	143023210009	1.0	\$ 1,317	\$ 1,317	20,473	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
956 OAKRIDGE AVE	143023210020	1.0	\$ 1,317	\$ 1,317	25,700	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	
957 OAKRIDGE AVE	143023210010	1.0	\$ 1,317	\$ 1,317	20,473	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00		\$ 2,437.00	

Date of Pending: March 17, 2014
10 year assessment

HANSON/OAKRIDGE AREA
RECONSTRUCTION
PROJECT 14-01

STREET & STORM ASSESSMENTS			Street			Storm Sewer			Street/Storm	
Address	PIN	Assess Units	\$/Lot unit	Total Street	Lot Area	Assess Area	Rate	Total Storm	Total Assessment	
960 OAKRIDGE AVE	143023210017	1.0	\$ 1,317	\$ 1,317	11,326	11,326	\$ 0.07	\$ 792.82	\$ 2,109.82	
963 OAKRIDGE AVE	143023210011	1.0	\$ 1,317	\$ 1,317	17,424	17,424	\$ 0.07	\$ 1,064.84	\$ 2,381.84	
971 OAKRIDGE AVE	143023210026	1.0	\$ 1,317	\$ 1,317	29,620	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
979 OAKRIDGE AVE	143023210014	1.0	\$ 1,317	\$ 1,317	24,829	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
985 OAKRIDGE AVE	143023220001	1.0	\$ 1,317	\$ 1,317	43,995	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
991 OAKRIDGE AVE	143023220067	1.0	\$ 1,317	\$ 1,317	33,541	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
999 OAKRIDGE AVE	143023220003	1.0	\$ 1,317	\$ 1,317	36,154	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
1000 OAKRIDGE AVE	143023220069	1.0	\$ 1,317	\$ 1,317	67,953	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
1003 OAKRIDGE AVE	143023220012	1.0	\$ 1,317	\$ 1,317	14,810	14,810	\$ 0.07	\$ 973.35	\$ 2,290.35	
1009 OAKRIDGE AVE	143023220013	1.0	\$ 1,317	\$ 1,317	24,829	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
1013 OAKRIDGE AVE	143023220068	1.0	\$ 1,317	\$ 1,317	65,340	19,000	\$ 0.07	\$ 1,120.00	\$ 2,437.00	
948 ROBINHOOD PL	143023240028	1.0	\$ 1,317	\$ 1,317	17,424	17,424	\$ 0.035	\$ 532.42	\$ 1,849.42	
949 ROBINHOOD PL	143023240021	1.0	\$ 1,317	\$ 1,317	16,988	16,988	\$ 0.035	\$ 524.79	\$ 1,841.79	
956 ROBINHOOD PL	143023240027	1.0	\$ 1,317	\$ 1,317	16,988	16,988	\$ 0.035	\$ 524.79	\$ 1,841.79	
959 ROBINHOOD PL	143023240022	1.0	\$ 1,317	\$ 1,317	21,344	19,000	\$ 0.035	\$ 560.00	\$ 1,877.00	
965 ROBINHOOD PL	143023240024	1.0	\$ 1,317	\$ 1,317	15,246	15,246	\$ 0.035	\$ 494.31	\$ 1,811.31	
966 ROBINHOOD PL	143023240026	1.0	\$ 1,317	\$ 1,317	13,068	13,068	\$ 0.035	\$ 456.19	\$ 1,773.19	
985 ROBINHOOD PL	143023230001	0.5	\$ 1,317	\$ 659	11,761	11,761	\$ 0.035	\$ 411.64	\$ 1,070.14	
985 TANGLEWOOD DR	143023230055	0.5	\$ 1,317	\$ 659	12,632	12,632	\$ 0.07	\$ 884.24	\$ 1,542.74	
Total Assessable Units & Assessments		71.0		\$ 93,507				\$ 60,890.90	\$ 154,397.90	

l:\projects\2014\14-01 hanson oakridge reconstruction\assessments\hanson_oakridge

Date of Pending: March 17, 2014
 10 year assessment

HANSON/OAKRIDGE AREA
 RECONSTRUCTION
 PROJECT 14-01

PROPERTY OWNER	
CHRISTOPHER D HENRICH	BRIDGET M HENRICH
STEVEN J HOEMANN	MICHELE S HOEMANN
RICHARD HAY	MARY J HAY
DANIEL D PORTER	PATRICIA S PORTER
KENNETH E COOPER	EMILY F COOPER
SALLY A OLSON	
DAVID C CARLSON	SUSAN J CARLSON
VIJAY B VELLABATI	KATHERINE VELLABATI
MICHAEL N ANDERSON	ELIZABETH ANDERSON
CLAUDIA C HENDRICKSON	
KATHRYN A PACKARD	
SHAUN P KENNEDY	MICHELE S KENNEDY
JEFFREY G RHOLL	ALEXANDRA LAPE
ALBIN B WESTBERG	SHARON L WESTBERG
JOSEPH D KALYALETHE	
PAULA M MCKECHNIE	
WILLIAM C EDDLESTON	VICKI M EDDLESTON
GERALD M HOVEY	KONNI LYNN HOVEY
MICHAEL A KAULS	KATHERINE H KAULS
JONATHAN L FITCH	ANGELA P FITCH
LYNN M MCDONALD	ROBERT C MCALLISTER
STEPHANE J ROBERT	RENEE J ROBERT
THOMAS L HOUCK TRUSTEE	TERESA A HOUCK TRUSTEE
NICHOLAS Z TEMPELIS	ALEXANDRA R DEHN
GERARD A PRINDLE	CHRISTINA PRINDLE
GREGORY S GROSS	CAROL J GROSS
MELISSA K KETTELKAMP	DAVID BERNLOHR

**PROPOSED MOTION:
TO ADOPT ORDINANCE NO. 917
WITHOUT A MUNICIPAL POINT OF SALE REQUIREMENT**

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Ordinance No. 917, revising Chapter 200 of the Municipal Code - Section 209.090, pertaining to Subsurface Sewage Treatment Systems, and to authorize publication of an Ordinance Summary.

The text amendment is adopted **without** draft Section 209.080(N)(1-8) and does not include provisions requiring property owners to provide a Certificate of Compliance at the point of sale.

The approval is based on the following finding of fact:

1. The amendment brings City Code into consistency with Minnesota Statutes and Administrative Rules regulating Subsurface Sewage Treatment Systems.

ROLL CALL: AYES _____ NAYS _____

Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

**PROPOSED MOTION
TO ADOPT ORDINANCE NO. 917
WITH A POINT OF SALE REQUIREMENT**

MOTION BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To adopt Ordinance No. 917, revising Chapter 200 of the Municipal Code - Section 209.090, pertaining to Subsurface Sewage Treatment Systems, and to authorize publication of an Ordinance Summary.

The text amendment includes provisions requiring property owners to provide a Certificate of Compliance at the point of sale.

The approval is based on the following finding of fact:

1. The amendment brings City Code into consistency with Minnesota Statutes and Administrative Rules regulating Subsurface Sewage Treatment Systems.

ROLL CALL: AYES _____ NAYS _____

Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting
February 18, 2014

TO: Mayor, City Council, City Manager

FROM: Rob Warwick, Senior Planner
Niki Hill, Economic Development and Planning Technician

DATE: February 12, 2014

SUBJECT: Subsurface Sewage Treatment Systems, Text Amendments, Chapter 209.090 of the Municipal Code, City-Wide, File 2514-14-04

INTRODUCTION AND BACKGROUND

In 2006, the Minnesota Pollution Control Agency (PCA) revised the Minnesota Administrative Rules regulating Subsurface Sewage Treatment Systems, (SSTS) commonly known as septic systems. Subsequently, the State Legislature revised state statutes that outline the regulatory framework for counties and municipalities who must provide local administration and enforcement of State requirements. Staff has drafted a Code amendment to make it consistent with these state requirements.

There are currently a total of eleven subsurface sewage treatment systems located in the City (see attached map). The number of SSTS has dropped from over 40 systems in 2000 as the City has extended the municipal sanitary sewer system to cover areas on the margins of the municipal system.

This number is not expected to increase since the Subdivision Regulations require that municipal sanitary sewer and municipal water service be provided to all new lots in the City. Variances to this provision may be approved by the Planning Commission. Staff believes that existing sewer mains will serve future new lots, except for the area along County Road J lying east of Turtle Lake Road where extending the main may be difficult for gravity sewer. Currently four properties located on this section of County Road J are served by SSTS.

TEXT AMENDMENT

The revisions incorporate the minimum technical standards for the design and construction of subsurface sewage treatment systems, and incorporate the administrative functions required by the State.

The State revisions do not alter the requirements that are now in effect regarding the maintenance of existing systems. Maintenance consists of pumping solids from the septic tanks at least every three years. Compliance inspections are also required at intervals not to exceed three years. These inspections insure that the system components are intact (no leakage) and operational, and that the separation between the system distribution medium and the unsaturated soils or bedrock beneath the system complies with minimum distance requirements that have been established by the PCA.

Individual Subsurface Treatment Systems (ISTS)

The systems now present in the City all serve individual buildings and have capacities less than 2,500 gallons per day. Such systems are classified as ISTS. Staff expects that as the existing systems age and must be replaced, individual systems will again be installed, unless municipal sanitary sewer is available and then connection will be required and the SSTS will be abandoned.

Midsized Subsurface Treatment Systems (MSTS)

The State regulations for midsized systems are also incorporated into the text by reference. These provisions regulate systems that serve a group of dwellings to share a single treatment system with a capacity that does not exceed 10,000 gallons per day. While there are no systems of this size currently in the City, staff believes that adopting the regulations is prudent to provide for future potential use of these in addition to individual systems.

Disclosure

State law requires that property sellers provide buyers with a disclosure describing the method used to treat sewage generated on the property. The disclosure requirements are outline in the attached PCA “Guide to Subsurface Sewage Treatment System Disclosure at Property Transfer”. While the disclosure identifies the presence of an existing system, the law does not require the seller provide the buyer with a Certificate of Compliance stating that the SSTS has been inspected by a licensed technician and found to be operating in a manner that complies with municipal and state regulations. Municipalities can require more strict standards, and staff has included text requiring property sellers to provide a Certificate of Compliance to buyers. While staff does believe this provision will provide a benefit, there is a concern regarding the administration of this requirement.

Other Provisions

The ordinance contains details on administrative procedures for processing permits, enforcing the ordinance, and provisions regarding maintaining existing systems.

STAFF DISCUSSION

The technical requirements for subsurface sewage treatment systems are specified in Rules, Chapter 7080 and 7081 which are adopted by reference into City Code. Adopting these technical standards by reference frees the City from having to amend the Code in the event the PCA revises State standards. Other provisions included in the draft text are elements of State regulations that are required in local regulations, except for the Disclosure regulations as previously discussed. The proposed text does not vary from the standards established in State Rules.

State Rules also mandate that the City administer the SSTS program with personnel certified in accordance with PCA standards. Administrative functions will be performed under the direction of the Building Official.

PUBLIC COMMENT AND AGENCY REVIEW

Notice of the public hearing was published in the City’s legal newspaper. No comments have been submitted in response to the published notice.

Notice was also mailed to the owners of the properties currently served by subsurface sewage treatment systems. Two of the recipients called to verify that the amendments would not affect use of

the existing ISTS, and both also inquired about the feasibility of connecting to the municipal sanitary sewer.

As required by statute, a copy of the draft text was submitted to the PCA for review and the comments of the PCA have been incorporated into the text.

PLANNING COMMISSION REVIEW

The Planning Commission held the required Public Hearing and reviewed the draft text at their January 28, 2014 meeting. The discussion focused on the provisions requiring a point of sale compliance inspection. The consensus of the Commission was that the point of sale compliance inspection made it cumbersome to sell a property, and that prudent buyers could determine what information they needed beyond the disclosure required by State law. Commissioners were also concerned about the administration and enforcement of such a requirement. As such, the Commission unanimously (6-0) recommended adoption of the proposed text to the City Council without the requirement for point of sale compliance inspections contained in Section 209.090(N)(1-8). The Commissioners wanted the Council to be aware of their recommendation but also asked that the Council could review the proposed text including the point of sale provisions. In response to the Commission concerns, Staff has prepared two versions of the draft text, one with and one without point of sale provisions.

RECOMMENDATION

The proposed text is intended to comply with State requirements. The Planning Commission held the public hearing, reviewed the draft text and recommended the draft to the City Council except eliminating language that requires a point of sale inspection. Staff recommends the Council adopt Ordinance No. 917 without the point of sale provisions per the recommendation of the Planning Commission, and authorize publication of an Ordinance summary.

Attachments:

1. Ordinance No. 917 with point of sale requirements
2. Ordinance No. 917 without point of sale requirements
3. Email dated February 7, 2014 – From Aaron Jensen, MPCA
4. Map, Shoreview SSTS Locations
5. PCA Guide to Subsurface Sewage Treatment System Disclosure at Property Transfer
6. Motion to Approve including point of sale compliance inspection
7. Alternate Motion to approve without requiring a municipal point of sale inspection

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

ORDINANCE NO. 917

**AN ORDINANCE TO AMEND CHAPTER 200 OF THE MUNICIPAL CODE
PERTAINING TO SUBSURFACE SEWAGE TREATMENT SYSTEMS**

The Shoreview City Council ordains that Chapter 200, Development Code, is hereby amended as follows: Section 209.090, pertaining to Subsurface Sewage Treatment Systems. The amendment hereby follows:

209.090 Individual Subsurface Sewage Treatment Systems.

- (A) Connection to Public Sanitary Sewer Required. Existing structures with ~~individual~~subsurface sewage treatment systems (ISSTSs) must, upon the availability of the public sanitary sewer to the property, hook up to the public sanitary sewer system within one year. However, if a completely new ISSTS was installed within the five-year period prior to the availability of public sanitary sewer, connection will not be required for up to 5 years, provided the system is maintained in accordance with the provisions of this Section and unless at any time the ISSTS is determined to be an imminent threat to public health.
- (B) Standards adopted by reference. The City hereby adopts, by this reference, Minnesota Rules, ~~Parts Chapters 7080 and 7081.0020 and 7080.0060 to 7080.0178, 7080.310 and 7080.315~~ as now constituted and from time to time amended, relating to the construction, maintenance, permitting, inspection and abandonment of ISSTS. The City also ~~adopts, by this reference, Minnesota Rules, part 7080.0179. For systems proposed under Minnesota Rules, parts 7080.0172 (Alternative Systems), 7080.0178 (Other Systems) and 7080.0179 (Performance), see Section 209.090(C)(2) below.~~
- (C) Variances
- (1) Variances to the building setbacks established in this Section 209.090 ~~may~~shall be ~~grant~~reviewed in accordance with Section 203.070 (Variances) of the Shoreview Development Regulations and Minnesota Rules Part 7080.0305, Subpart 3, except that variances to well and water line setbacks are governed by the Minnesota Department of Health.
- ~~(2) ISTSs proposed under Minnesota Rules Parts 7080.0172 (Alternative Systems), 7080.0178 (Other Systems) and 7080.0179 (Performance) require approval of a variance in accordance with Section 203.070 (Variances) of the~~

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

~~Shoreview Development Regulations. In addition to the findings required in Section 203.070(C), approval of a system under these parts requires the following additional findings:~~

- ~~— (a) That installation of a standard system would be unreasonable, impractical or not feasible, and~~
- ~~— (b) That the proposed system or technology will not have a negative impact on public health and safety or the environment.~~

(32) Variance requests must include the following additional information:

(a) Specific information on the ~~alternative system and/or technology proposed or specific language in the Minnesota~~ Rule or Rules from which the variance is requested.

(b) Reasons why the rule is difficult or inappropriate.

(c) A description of the ~~hardship~~ practical difficulty (See Section 203.070(C) for definition of ~~hardship~~ practical difficulty) that prevents compliance with the setback rule or use of standard ISTS technology.

(d) How the variance or ~~alternative system~~ will ensure a comparable degree of protection to public health or the environment if the variance is granted.

(e) The length of time for which the variance is requested.

(f) Cost considerations.

(g) Proximity of the system to other systems.

(4) ~~As a condition of variance approval, a monitoring and mitigation plan must be required in accordance with Minnesota Rules, part 7080.0310, Subpart 7.~~

(D) Definitions. See Minnesota Rules Part 7080.0020 (~~Definitions~~) for definitions of terms used in this section.

(E) New and Replacement Systems.

(1) New or replacement ~~IST~~ SSTSs may be permitted for detached single-family residential dwellings where it is clearly shown that there ~~is a hardship or~~ are practical difficulties in the extension of public sanitary sewer service to the structure as determined by the City Manager or his/her designee, provided the

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

property is at least one acre in size. Installation of new or replacement ISSTS on a property less than one acre in size requires approval of a variance in accordance with Section 209.090(C) above.

(2) All new or replacement ISSTSs must be sited, designed, installed, permitted, ~~and inspected, and operated~~ in accordance with Section 209.090(B).

(3) New or replacement ISSTSs shall be setback at least 150 feet from Ordinary High Water Line of Natural Environmental Waters and at least 50 feet from the Ordinary High Water Line of General Development Waters.

(4) New or replacement ISSTSs shall not be located in a floodway, and placement in a floodplain shall be avoided. If no alternative exists, a system is allowed to be placed within the flood fringe, provided the requirements of Minnesota Rule 7080.2270 are met. ~~must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and they shall not be subject to impairment or contamination during times of flooding.~~ Any sewage treatment system designed in accordance with Section 209.090(B) shall be determined to be in compliance with this section.

(5) On lots created after January 23, 1996, the system design shall include at least one designated additional soil treatment area that can support a standard soil treatment system.

(6) Holding Tanks. Holding tanks may be allowed for the following applications:

(a) As a replacement to a failing system; or

(b) As a replacement for an SSTS that poses an imminent threat to public health and safety.

(c) The owner of a holding tank shall provide the City Manager with a copy of a contract with a licensed sewage maintenance business for monitoring and removal of holding tank contents. A valid maintenance contract shall remain in effect for the life of the holding tank.

(7) Privies Not Allowed. Privies and other toilet waste treatment devices used for primitive dwellings are not permitted.

(8) Operating Permit. An Operating Permit shall be required of all owners of new holding tanks, Type IV Systems, Type V Systems, MSTs, or any other system deemed by the City to require operational oversight. Sewage shall not be

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

discharged to these systems until the City certifies that the system was installed in substantial conformance with the approved plans, receives the final record drawings of the system, and a valid Operating Permit is issued to the owner.

(a) The City shall review the record drawings, operation and maintenance manual, management plan and servicing contract, and any other pertinent documents as appropriate for accuracy and completeness prior to issuance of an Operating Permit.

(b) The Operating Permit shall include the following:

(1) System performance requirements

(2) System operating requirements

(3) Monitoring locations, procedures and recording requirements

(4) Maintenance requirements and schedules

(5) Compliance limits and boundaries

(6) Reporting requirements

(7) Department notification requirements for non-compliant conditions

(8) Valid contract between the owner and a licensed maintenance business

(9) Disclosure, location and condition of acceptable soil treatment and dispersal system site

(10) Descriptions of acceptable and prohibited discharges

(c) Operating Permits shall be valid for a specific term, as determined by the City, and shall be renewed prior to its expiration. If not renewed, the City may require the system to be removed from service or operated as a holding tank until the Permit is renewed. If not renewed with ninety (90) days of the expiration date, the City may require that the system be abandoned in accordance with Section 209.090(K).

(F) Existing Systems.

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

- (1) Any modification, repair, alteration or expansion of an existing ~~ISSTS~~ must be designed, installed, constructed, permitted, and inspected, and operated in accordance with Section 209.090(B).
- (2) All existing individual sewage treatment systems are required to be maintained in accordance with Section 209.090(~~BE~~).
- (3) A Certificate of Compliance must be provided before a building permit ~~or~~ variance to the Development Regulations can be approved for a bedroom replacement ~~or addition~~ on properties served by individual sewage treatment systems if the application is received between May 1st and October 31st. For applications received between November 1st and April 30th, a compliance inspection must be completed by the following June 1st and a Certificate of Compliance received by the City by ~~September~~September 30th. If the existing individual sewage treatment system was installed between May 27, 1989 and January 23, 1996, and an inspection triggered by this requirement determines the system is noncompliant but not an imminent threat, the property owner has 5 years to bring the existing system into compliance.

(G) Maintenance.

- (1) Existing ~~ISSTSs~~ must be inspected at least every three years in accordance with ~~Minnesota Rules, part 7080.0175~~Section 209.090(B). Such inspections shall be conducted by an inspector licensed by the Minnesota Pollution Control Agency at the expense of the property owner. Inspection reports must be submitted to the City within ~~30~~15 days of the inspection date.
- (2) Septage must be removed from existing ~~ISSTSs~~ at least every three years in accordance with Minnesota Rules, part 7080.~~24500175~~, Subpart 3. Such material removal shall be conducted by a business licensed by the Minnesota Pollution Control Agency at the expense of the property owner. Evidence of material removal must be submitted to the City within 30 days ~~from~~of the removal date ~~when the work is performed~~.

(a) Septage or any waste mixed with septage must be disposed of in accordance with state, federal or local requirements for septage

- (3) Noncompliance with these maintenance provisions shall be treated as a misdemeanor and each day in violation shall be treated as a separate offense.

(H) Failing Systems.

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

A Notice of Noncompliance shall be issued and copies provided to the property owner and the City within ~~30~~15 days from the time the system is determined to be noncompliant.

(1) ~~Failing individual~~subsurface sewage treatment systems shall be upgraded, replaced, or their use discontinued and the system properly abandoned within one year from the date of the Notice of Noncompliance unless the system is determined to be an imminent threat to public health, safety, or welfare.

(2) ~~Any individual~~subsurface sewage treatment system posing an imminent threat shall be upgraded, replaced, repaired, or its use discontinued and the system properly abandoned within 10 months~~30 days~~ after receiving written notice from the Building Official. The Building Official may grant an extension because of weather considerations not to exceed 6 months.

(3) An SSTS discharging raw or partially treated wastewater to ground surface or surface water is prohibited unless permitted under the National Pollution Discharge Elimination System.

(I) Permits. Permits are required for all ~~SSTSs~~ in accordance with Minnesota Rules, ~~part 7080.0310~~. Permit fees shall be established by Council Resolution. Such permit shall be valid for a period of 180 days from the date of issuance.

(1) All work performed on an SSTS shall be done by an appropriately licensed business, qualified employees, or persons exempt from licensing. Permit applications shall be submitted by the person doing the individual SSTS construction, accompanied by the required site and design data.

(2) Permits shall only be issued to the licensed person doing the SSTS construction.

(3) Permit applications for new and replacement SSTS shall include a management plan for the owner. The management plan shall include a schedule for septic tank maintenance.

(4) A permit is not required for minor repairs or replacement of damaged or deteriorated components that do not alter the original function, change the treatment capacity, change the location of system components, or otherwise change the original system's design, layout, or function.

(5) Any activity involving an existing system that requires a permit shall require that the entire system be brought into compliance with the requirements of this Section 209.090.

Ordinance No. 917, SSTS regulations with no requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

- (J) Inspections. Inspections are required for all ISSTSs, and no part of an SSTS shall be covered until and unless it has been inspected and approved by the City. ~~in accordance with Minnesota Rules, part 7080.0315.~~
- (K) Abandonment. An existing ISSTS or any component thereof that will no longer be used must be abandoned in accordance with the adopted standards of this Code, and a record of the abandonment submitted to the City within 90 days, as required. Minnesota Rules, part 7080.0176.
- (L) Licensing. All design, installation, alteration, repair, maintenance, pumping and inspection activities for ISSTSs must be performed by a business licensed or exempted under Minnesota Rules, ~~part 7080.0700~~ for an appropriately ~~registered~~ certified qualified City employee.
- (M) Periodically Saturated Soil Disagreements. Disputes involving documented discrepancies on the depth of the periodically saturated soil for SSTS design or compliance purposes shall be resolved according to Minnesota Rules, Chapter 7082.0700, subp. 5.

Effective Date. This ordinance shall become effective the day following its publication in the City's official newspaper.

Publication Date. Published on or after February 25, 2014.

SEAL

Sandra C Martin, Mayor

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

ORDINANCE NO. 917

AN ORDINANCE TO AMEND CHAPTER 200 OF THE MUNICIPAL CODE PERTAINING TO SUBSURFACE SEWAGE TREATMENT SYSTEMS

The Shoreview City Council ordains that Chapter 200, Development Code, is hereby amended as follows: Section 209.090, pertaining to Subsurface Sewage Treatment Systems. The amendment hereby follows:

209.090 Individual Subsurface Sewage Treatment Systems.

- (A) Connection to Public Sanitary Sewer Required. Existing structures with individual subsurface sewage treatment systems (ISSTSs) must, upon the availability of the public sanitary sewer to the property, hook up to the public sanitary sewer system within one year. However, if a completely new ISSTS was installed within the five-year period prior to the availability of public sanitary sewer, connection will not be required for up to 5 years, provided the system is maintained in accordance with the provisions of this Section and unless at any time the ISSTS is determined to be an imminent threat to public health.
- (B) Standards adopted by reference. The City hereby adopts, by this reference, Minnesota Rules, ~~Parts Chapters 7080 and 7081.0020 and 7080.0060 to 7080.0178, 7080.310 and 7080.315~~ as now constituted and from time to time amended, relating to the construction, maintenance, permitting, inspection and abandonment of ISSTS. ~~The City also adopts, by this reference, Minnesota Rules, part 7080.0179. For systems proposed under Minnesota Rules, parts 7080.0172 (Alternative Systems), 7080.0178 (Other Systems) and 7080.0179 (Performance); see Section 209.090(C)(2) below.~~
- (C) Variances
- (1) Variances to the building setbacks established in this Section 209.090 ~~may shall be granted~~ reviewed in accordance with Section 203.070 (Variances) of the ~~Shoreview Development Regulations and Minnesota Rules Part 7080.0305, Subpart 3, except that variances to well and water line setbacks are governed by the Minnesota Department of Health.~~
- ~~(2) ISSTSs proposed under Minnesota Rules Parts 7080.0172 (Alternative Systems), 7080.0178 (Other Systems) and 7080.0179 (Performance) require approval of a variance in accordance with Section 203.070 (Variances) of the~~

Ordinance No. 917, SSTs regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

Shoreview Development Regulations. In addition to the findings required in Section 203.070(C), approval of a system under these parts requires the following additional findings:

- ~~—(a) That installation of a standard system would be unreasonable, impractical or not feasible, and~~
- ~~—(b) That the proposed system or technology will not have a negative impact on public health and safety or the environment.~~

(32) Variance requests must include the following additional information:

(a) Specific information on the ~~alternative system and/or technology proposed or specific language in the Minnesota ~~Rule~~ or ~~Rules~~~~ from which the variance is requested.

(b) Reasons why the rule is difficult or inappropriate.

(c) A description of the ~~hardship~~practical difficulty (See Section 203.070(C) for definition of hardshippractical difficulty) that prevents compliance with the setback rule or use of standard ISTS technology.

(d) How the variance or ~~alternative system~~ will ensure a comparable degree of protection to public health or the environment if the variance is granted.

(e) The length of time for which the variance is requested.

(f) Cost considerations.

(g) Proximity of the system to other systems.

(4) ~~As a condition of variance approval, a monitoring and mitigation plan must be required in accordance with Minnesota Rules, part 7080.0310, Subpart 7.~~

(D) Definitions. See Minnesota Rules Part 7080.0020 (~~Definitions~~) for definitions of terms used in this section.

(E) New and Replacement Systems.

(1) New or replacement ~~IST~~SSTs may be permitted for detached single-family residential dwellings where it is clearly shown that there is a ~~hardship or~~practical difficulties in the extension of public sanitary sewer service to the

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

structure as determined by the City Manager or his/her designee, provided the property is at least one acre in size. Installation of new or replacement ~~IS~~ISSTS on a property less than one acre in size requires approval of a variance in accordance with Section 209.090(C) above.

- (2) All new or replacement ~~IS~~ISSTSs must be sited, designed, installed, permitted, ~~and inspected, and operated~~ in accordance with Section 209.090(B).
- (3) New or replacement ~~IS~~ISSTSs shall be setback at least 150 feet from Ordinary High Water Line of Natural Environmental Waters and at least 50 feet from the Ordinary High Water Line of General Development Waters.
- (4) New or replacement ~~IS~~ISSTSs ~~shall not be located in a floodway, and placement in a floodplain shall be avoided. If no alternative exists, a system is allowed to be placed within the flood fringe, provided the requirements of Minnesota Rule 7080.2270 are met. must be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters and they shall not be subject to impairment or contamination during times of flooding.~~ Any sewage treatment system designed in accordance with Section 209.090(B) shall be determined to be in compliance with this section.
- (5) On lots created after January 23, 1996, the system design shall include at least one designated additional soil treatment area that can support a standard soil treatment system.
- (6) Holding Tanks. Holding tanks may be allowed for the following applications:
 - (a) As a replacement to a failing system; or
 - (b) As a replacement for an SSTS that poses an imminent threat to public health and safety.
 - (c) The owner of a holding tank shall provide the City Manager with a copy of a contract with a licensed sewage maintenance business for monitoring and removal of holding tank contents. A valid maintenance contract shall remain in effect for the life of the holding tank.
- (7) Privies Not Allowed. Privies and other toilet waste treatment devices used for primitive dwellings are not permitted.

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

(8) Operating Permit. An Operating Permit shall be required of all owners of new holding tanks, Type IV Systems, Type V Systems, MSTs, or any other system deemed by the City to require operational oversight. Sewage shall not be discharged to these systems until the City certifies that the system was installed in substantial conformance with the approved plans, receives the final record drawings of the system, and a valid Operating Permit is issued to the owner.

(a) The City shall review the record drawings, operation and maintenance manual, management plan and servicing contract, and any other pertinent documents as appropriate for accuracy and completeness prior to issuance of an Operating Permit.

(b) The Operating Permit shall include the following:

(1) System performance requirements

(2) System operating requirements

(3) Monitoring locations, procedures and recording requirements

(4) Maintenance requirements and schedules

(5) Compliance limits and boundaries

(6) Reporting requirements

(7) Department notification requirements for non-compliant conditions

(8) Valid contract between the owner and a licensed maintenance business

(9) Disclosure, location and condition of acceptable soil treatment and dispersal system site

(10) Descriptions of acceptable and prohibited discharges

(c) Operating Permits shall be valid for a specific term, as determined by the City, and shall be renewed prior to its expiration. If not renewed, the City may require the system to be removed from service or operated as a holding tank until the Permit is renewed. If not renewed with ninety (90) days of the

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

expiration date, the City may require that the system be abandoned in accordance with Section 209.090(K).

(F) Existing Systems.

- (1) Any modification, repair, alteration or expansion of an existing ISSTS must be designed, installed, constructed, permitted, ~~and inspected,~~ and operated in accordance with Section 209.090(B).
- (2) All existing individual sewage treatment systems are required to be maintained in accordance with Section 209.090(BE).
- (3) A Certificate of Compliance must be provided before a building permit ~~or variance to the Development Regulations~~ can be approved for a bedroom replacement ~~or addition~~ on properties served by individual sewage treatment systems if the application is received between May 1st and October 31st. For applications received between November 1st and April 30th, a compliance inspection must be completed by the following June 1st and a Certificate of Compliance received by the City by ~~September~~ September 30th. If the existing individual sewage treatment system was installed between May 27, 1989 and January 23, 1996, and an inspection triggered by this requirement determines the system is noncompliant but not an imminent threat, the property owner has 5 years to bring the existing system into compliance.

(G) Maintenance.

- (1) Existing ISSTSs must be inspected at least every three years in accordance with ~~Minnesota Rules, part 7080.0175~~ Section 209.090(B). Such inspections shall be conducted by an inspector licensed by the Minnesota Pollution Control Agency at the expense of the property owner. Inspection reports must be submitted to the City within ~~30~~ 15 days of the inspection date.
- (2) Septage must be removed from existing ISSTSs at least every three years in accordance with Minnesota Rules, part 7080.~~24500~~175, Subpart 3. Such material removal shall be conducted by a business licensed by the Minnesota Pollution Control Agency at the expense of the property owner. Evidence of material removal must be submitted to the City within 30 days ~~from of the removal date when the work is performed.~~

(a) Septage or any waste mixed with septage must be disposed of in accordance with state, federal or local requirements for septage

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

- (3) Noncompliance with these maintenance provisions shall be treated as a misdemeanor and each day in violation shall be treated as a separate offense.

(H) Failing Systems.

A Notice of Noncompliance shall be issued and copies provided to the property owner and the City within ~~30~~15 days from the time the system is determined to be noncompliant.

- (1) Failing individual subsurface sewage treatment systems shall be upgraded, replaced, or their use discontinued and the system properly abandoned within one year from the date of the Notice of Noncompliance unless the system is determined to be an imminent threat to public health, safety, or welfare.

- (2) Any individual subsurface sewage treatment system posing an imminent threat shall be upgraded, replaced, repaired, or its use discontinued and the system properly abandoned within 10 months ~~30 days~~ after receiving written notice from the Building Official. The Building Official may grant an extension because of weather considerations not to exceed 6 months.

- (3) An SSTS discharging raw or partially treated wastewater to ground surface or surface water is prohibited unless permitted under the National Pollution Discharge Elimination System.

- (I) Permits. Permits are required for all ISSTSs in accordance with Minnesota Rules, ~~part 7080.0310~~. Permit fees shall be established by Council Resolution. Such permit shall be valid for a period of 180 days from the date of issuance.

- (1) All work performed on an SSTS shall be done by an appropriately licensed business, qualified employees, or persons exempt from licensing. Permit applications shall be submitted by the person doing the individual SSTS construction, accompanied by the required site and design data.

- (2) Permits shall only be issued to the licensed person doing the SSTS construction.

- (3) Permit applications for new and replacement SSTS shall include a management plan for the owner. The management plan shall include a schedule for septic tank maintenance.

- (4) A permit is not required for minor repairs or replacement of damaged or deteriorated components that do not alter the original function, change the

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

treatment capacity, change the location of system components, or otherwise change the original system's design, layout, or function.

(5) Any activity involving an existing system that requires a permit shall require that the entire system be brought into compliance with the requirements of this Section 209.090.

(J) Inspections. ~~Inspections are required for all ISSTSs, and no part of an SSTS shall be covered until and unless it has been inspected and approved by the City. in accordance with Minnesota Rules, part 7080.0315.~~

(K) Abandonment. ~~An existing ISSTS or any component thereof that will no longer be used must be abandoned in accordance with the adopted standards of this Code, and a record of the abandonment submitted to the City within 90 days, as required. Minnesota Rules, part 7080.0176.~~

(L) Licensing. ~~All design, installation, alteration, repair, maintenance, pumping and inspection activities for ISSTSs must be performed by a business licensed or exempted under Minnesota Rules, part 7080.0700 for an appropriately registered certified qualified City employee.~~

(M) Periodically Saturated Soil Disagreements. ~~Disputes involving documented discrepancies on the depth of the periodically saturated soil for SSTS design or compliance purposes shall be resolved according to Minnesota Rules, Chapter 7082.0700, subp. 5.~~

(N) Transfer of Properties. ~~Whenever a conveyance of land including a structure that is required to have a SSTS occurs, the following requirements shall be met:~~

(1) A compliance inspection shall have been performed and a Certificate of Compliance shall have been submitted to the City within three (3) years for SSTS older than five (5) years, or within five (5) years if the system is less than five (5) years old, prior to the intended sale or transfer of the property, unless evidence is found identifying the SSTS as an Imminent Threat to Public Health and Safety, or Failing to Protect Groundwater.

(2) The compliance inspection must have performed by a licensed inspection business following the procedures specified in Minnesota Rule Chapter 7082.0700 .

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

- (3) The seller of the property must disclose in writing information about the status and location of all known SSTS on the property to the buyer on a form acceptable to the City.
- (4) If the seller fails to provide a Certificate of Compliance, the seller shall provide the buyer sufficient security in the form of an escrow agreement to assure the installation of a compliant SSTS. The security shall be placed in an escrow with a licensed real estate closer, licensed attorney-at-law, or Federal or State chartered financial institution. The amount escrowed shall be equal to one hundred fifty percent (150%) of a written estimate to design and install a compliant SSTS as provided by a licensed SSTS professional designer/installer, or the amount escrowed shall be equal to one hundred ten percent (110%) of the written contract price for the installation of a compliant SSTS provided by a licensed SSTS installer. After a compliant SSTS has been installed and a Certificate of Compliance issued, the City shall provide the escrow agent a copy of the Certificate of Compliance. The escrow may also be used to connect to a municipal sanitary sewer collection systems permitted by the MPCA if the City determines that an extension of the municipal sanitary sewer collection system to serve the property is feasible.
- (25) A Certificate of Compliance is not required if the sale or transfer involves the following circumstances:
- (a) The affected tract of land is without buildings or contains no dwellings or other buildings with plumbing fixtures.
 - (b) The transfer does not require the filing of a Certificate of Real Estate Value, as described in Minnesota Statutes, Section 272.115, Subdivision 1.

Ordinance No. 917, SSTS regulations which include a requirement for point of sale compliance

Stricken text is proposed for deletion

Underlined Text is proposed for addition

(c) The sale or transfer completes a contract for deed or purchase agreement entered into prior to the effective date of this Ordinance. This subsection applies only to the original vendor and vendee on such a contract.

(d) All dwellings or other buildings are served by a municipal sanitary sewer collection system permitted by the MPCA.

(36) All property conveyances subject to this ordinance occurring during the period between November 15th and April 15th, when SSTS compliance cannot be determined due to frozen soil conditions, shall require a winter agreement, which includes an application for a SSTS permit and an agreement to complete a compliance inspection by the following June 1st by a licensed inspection business. If upon inspection the SSTS is found to be in compliance, the permit fee will be refunded. If upon inspection the system is found to be non-compliant, an escrow agreement must be established in accordance with paragraph (1) d. above, and a compliant SSTS installed within the timeframe outlined in the Notice of Noncompliance.

(47) The responsibility for completing the compliance inspection under paragraph (N4) (1)a. above, or for upgrading a system found to be non-compliant shall be determined by the buyer and seller. Buyer and seller shall provide the Department with a signed statement indicating responsibility for completion of the compliance inspection and for upgrading a system found to be non-compliant.

(58) The issuance of permits, Certificates of Compliance, or Notices of Noncompliance shall not be construed to represent a guarantee or warranty of the system's operation or effectiveness. Such permits or certificates only represent that the system has been designed and installed in compliance or non-compliance with the provisions of these standards and regulations.

Effective Date. This ordinance shall become effective the day following its publication in the City's official newspaper.

Publication Date. Published on or after February 25, 2014.

SEAL

Sandra C Martin, Mayor



Robert Warwick <rwarwick@shoreviewmn.gov>

Shoreview SSTS Ordinance

Jensen, Aaron S (MPCA) <Aaron.S.Jensen@state.mn.us>
To: Robert Warwick <rwarwick@shoreviewmn.gov>
Cc: Nicole Hill <NHill@shoreviewmn.gov>

Fri, Feb 7, 2014 at 11:08 AM

Rob,

Thanks for the chance to review your ordinance. You and Nicole did a wonderful job. Attached is a copy of the ordinance with my comments included. Also attached is a DNR rule that I reference in my ordinance comments.

I noticed a few spelling errors that are highlighted in the attached copy.

Section F. you may want to include a provision for compliance inspections when pulling a permit in shore land. Refer to the DNR document attached. It may be a moot point if you are requiring a continuous compliance inspection every three years as listed in G (1). If you require every system be inspected every three years than they will all be operating as compliant for permits, sales, etc.

Section G (1) and section H (1) – the proper time frame to submit the inspection report per 7080 rule is 15 days.

Section L – we use the term certified instead of registered.

I think that's all I had. Again very good job on the ordinance and let me know if you have any questions about my comments. Thanks Aaron

Aaron Jensen

Minnesota Pollution Control Agency

Subsurface Sewage Treatment System Program

520 Lafayette Road

Subsurface Sewage Treatment Systems



- 1 - 200 County Road J (New System 2013)
- 2 - 266 County Road J (New System 2003)
- 3 - 276 County Road J
- 4 - 306 County Road J
- 5 - 147 Sherwood Road
- 6 - 5747 Hamline Avenue (Industrial)
- 7 - 1451 County Road I (New System 2002)
- 8 - 1586 County Road J (New System 2000)
- 9 - 5245 Hodgson Road
- 10 - 863 Tanglewood Drive (New System 2003)
- 11 - 4140 Hodgson Road (Second House)





Minnesota
Pollution
Control
Agency

Guide to Subsurface Sewage Treatment System Disclosure at Property Transfer

Water Quality/Wastewater #6.11 • September 2008

What does the law require for Subsurface Sewage Treatment System (SSTS) disclosure?

Minn. Stat. §115.55, subd. 6, requires a property seller disclose, in writing, to the buyer how sewage generated at the property is managed. This applies whether the sewage goes to a permitted facility, or to an on-site SSTS.

The disclosure must be made by delivering a written statement to the buyer or transferee that:

- the sewage goes to a facility permitted by the agency, or
- the sewage does not go to a permitted facility, is therefore, subject to applicable requirements, and describes the system in use, including the legal description of the property, the county in which the property is located, and a map drawn from available information showing the location of the system on the property to the extent practicable. Additionally, if the seller or transferor knows that an abandoned SSTS exists on the property, the disclosure must include a map showing its location. In the disclosure statement, the seller or transferor must indicate whether the SSTS is in use and, to the seller's or transferor's knowledge, in compliance with applicable sewage-treatment laws and rules

Is a disclosure the same as a compliance inspection?

No. A SSTS disclosure is different than a compliance inspection. A disclosure describes, to the best of the property owner's knowledge, the location of a SSTS on the property and what condition it is in. A compliance inspection is conducted by a specifically trained and licensed individual to determine if the SSTS is in compliance with state regulations. A disclosure is *not* a compliance inspection and cannot be used as a substitute.

While state regulations do not require a compliance inspection prior to property transfer, many local ordinances, especially in shoreland areas, may have this requirement. Always check with your Local Government Unit (LGU) first to see if they have this requirement. Additionally, lending institutions may require compliance inspections for some properties.

What if the information is not disclosed or the seller provides false information?

Unless the buyer or transferee and seller or transferor agree to the contrary in writing before the closing of the sale, a seller or transferor who fails to disclose the existence or known status of an SSTS at the time of sale, and who knew or had reason to know of the existence or known status of the system, is liable to the buyer

or transferee for costs relating to bringing the system into compliance with the SSTS rules and for reasonable attorney fees for collection of costs from the seller or transferor. This action must be commenced within two years after the date on which the buyer or transferee closed the purchase or transfer of the real property where the system is located.

Need more information?

For more information on the Minnesota Pollution Control Agency's SSTS program, please visit our Web site at www.pca.state.mn.us/programs/ists/ or call us at 651-296-6300, or toll free at 800-657-3864, please ask for SSTS staff.

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Final Plat and Final PUD applications, including the Site Development Agreements, submitted by United Properties Residential, LLC to plat and develop the properties at 4785 Hodgson Road and 506 Tanglewood Drive with a Senior Residential development, subject to the following:

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 over infrastructure as required. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The items identified in the City Engineer's memo shall be addressed prior to the issuance of any City permits.

This 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 and housing.
2. The subdivision complies with the City's development code standards for plats and residential development.
3. The proposed residential use will not adversely impact the planned land use of the surrounding property.
4. The Final Plat and Final PUD are consistent with the previous City approvals.

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

Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting – February 18, 2014

TO: Mayor, City Council and City Manager

FROM: Kathleen Castle, City Planner

DATE: February 13, 2014

SUBJECT: File 2517-14-07, Final PUD/Plat – United Properties Residential, LLC – 4785 Hodgson Road and 506 Tanglewood Drive

Introduction

United Properties Residential, LLC received approval in December, 2013 to redevelop the Kozlak's restaurant property, 4785 Hodgson Road, and the adjoining residential property, 506 Tanglewood Drive with a 77- unit senior residential cooperative building, known as Applewood Pointe. The restaurant and existing single-family home would be removed and the site developed with a three-story senior residential building with 77 dwelling units, common space and underground parking. Approvals included the following:

- 1) **Comprehensive Plan Amendment** – changing the designated land use from O, Office and RL, Low Density Residential to SR, Senior Residential.
- 2) **Rezoning** – changing the zoning from O, Office and R1, Detached Residential to PUD, Planned Unit Development
- 3) **Preliminary Plat** – to plat the property and create one parcel for the development
- 4) **Planned Unit Development – Development Stage** – to develop the property with a senior residential cooperative building

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

Project Summary

United Properties has entered into a purchase agreement on the two properties and is proposing to demolish the existing site improvements and redevelop the site with a 77-unit senior housing cooperative building. The structure is designed as a three-story building with a central core and four wings. Access is gained from two driveways with the first off Tanglewood Drive and the second off Hodgson Road. Parking is provided at grade in a surface parking lot as well as in an underground parking structure located beneath the building.

Final Plat

The Final Plat combines the parcels into one lot for the proposed development. Drainage and utility easements are provided along the new property lines and over stormwater management areas. Additional right-of-way is being dedicated for Tanglewood Drive and Hodgson Road near the intersection. The plat is consistent with the preliminary plat approval.

Final - Planned Unit Development

The plans have been reviewed in accordance with the approved development stage PUD approval. The PUD provided flexibility from building height and parking lot design. The following summarizes how key items raised during the review process have been addressed

Building Placement

The structure is designed with a central core that has four building wings and is centrally located on the property. The placement of the structure is consistent with the plans reviewed during the development stage of the PUD. The structure setbacks from the south and west property lines exceed the minimum required structure setbacks. The setbacks actually vary due to the building layout and the majority of the structure exceeds those setbacks identified above. Also, the building is designed with two-story sections at the northwest and southwest corner of the buildings. The site design limits the wall expanses facing the low density residential uses and creates pockets of open space that will aid in buffering the proposed building. These open areas will be landscaped to further enhance the site. Stormwater infrastructure is also placed between the building and the adjoining single-family residential land uses.

Building Height/Visual Impact

In the R3 district, the maximum building height permitted is 35'. The structure is being designed as a three-story building and has a height of 39.5' as measured from the ground grade to the mid-point of the building which is consistent with the approved development stage plans. The required setbacks from the adjoining single-family land uses are met (exceeded) and stepping the building down from 3 to 2 stories at the building ends mitigates the impacts. The open space areas will also be landscaped and some of the mature oaks retained to minimize the visual impact.

A mix of building materials will be used including architectural grade shingles, maintenance free siding and shakes, brick, stone and stucco. The visual impact of the structure will be reduced because configuration of the building. The units are also designed with exterior decks or balconies.

Parking

Access to the development is proposed off of Tanglewood Drive and Hodgson Road. Off-street parking is planned in a surface parking lot as well as a below grade parking structure. The design of the surface parking lot is consistent with the development stage plans with a portion of the parking lot being setback 5-feet from the Hodgson Road right-of-way, less than the minimum 20' required. The surface parking lot provides 46 parking stalls and 103 parking stalls will be provided in the underground parking structure for a total of 149 stalls and is less than the previous 157 stalls proposed. This is less than the minimum 2.5 stalls per unit as required in the R3 zoning district (217.5 stalls). The proposed parking ratio of 1.93 stalls per unit is higher than the other senior housing projects in the community.

Stormwater Management

The property is located in the Ramsey Washington Metro Watershed District. The District has the permitting authority for stormwater management. The Watershed District has approved the plan subject to conditions.

Tree Preservation and Landscaping

Vegetation on the property consists of open grass areas and a landscaped parking area that has mature oak trees. There are number of landmark trees, including the grove of Oak Trees located on the south side of the property that will be preserved. Five landmark trees will be removed and

13 will be retained. Forty-seven trees are required for replacement and have been incorporated into the landscape plan.

The proposed landscape plan identifies the retention of the mature Oak trees on the south side of the building. Additional plantings will be added along the open areas of the site, including the southwestern corner of the property and along the western property line. A berm will also be constructed in the southwest corner. Landscaping will also be placed along the northeastern property line in the easement area of Hodgson Road. Ramsey County Staff has indicated that this would be permissible.

Public and Agency Comment

The Final Plans were mailed to other agencies for review and comment. No comments have been received.

Recommendation

The submitted applications and plans have been reviewed and found to comply with the previous approvals. Staff recommends the Council approve the Final Plat and Final Stage PUD, including the Development Agreements, subject to the following conditions.

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 over infrastructure as required. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The items identified in the City Engineer's memo shall be addressed prior to the issuance of any City permits

Attachments:

1. Site Development Agreement, including Exhibits
2. December 16th City Council minutes
3. Memo dated February 11, 2014 – From Tom Wesolowski, City Engineer
4. Location Map
5. Watershed Review
6. Submitted Statement and Plans
7. Motion

T:/pcf2014/2517-14-07/4785HodgsonRoad-UnitedProperties/ccreport

**SITE DEVELOPMENT AGREEMENT
UNITED PROPERTIES RESIDENTIAL, LLC**

(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 United Properties Residential, LLC, their successors and assigns (hereinafter the "Developer").

(II) On February 18, 2014 the City gave approval to develop certain property within the City and legally described as follows (hereinafter the "Subject Property"):

Lot 4, Block 1, Kozlak Addition, Ramsey County, Minnesota; and

A parcel of land in the Southwest Quarter of Section 13, Township 30, Range 23, more specifically described as follows:

Beginning at a point 1071.12 feet west and 33.00 feet south of the center of Section 13 said Township and Range; thence North 87 degrees 31 minutes West a distance of 200.00 feet; thence South degrees 39 minutes 30 seconds East a distance of 336.00 feet; beginning as shown on the right of way map for County Project 28-018 on file in the Office of the Ramsey County Engineer, Ramsey County, Minnesota; and

The East 100 feet of the West 330 feet of the North 200 feet of Lot 19, Auditor's Subdivision No. 82, Ramsey County, Minnesota

(commonly known as 4785 Hodgson Road and 506 Tanglewood Drive)

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

- A) To make certain improvements to the property legally described and addressed above.
- B) To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer's request for final site and building approval.
- C) To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

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

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

- B) **Zoning.** The property within this development is zoned PUD with the underlying zoning designations of R3, Multi-family residential.
- C) **Applewood Pointe of Shoreview.** The approved PUD redevelops the existing Kozlak's restaurant, 4785 Hodgson Road and single-family residential home at 506 Tanglewood Drive with a 77-unit Senior Residential Cooperative facility. The existing restaurant and single-family home will be demolished along with other accessory structures and off-street parking areas.
- D) **Demolition of Existing Site Improvement.** The property is currently developed with a restaurant, 4785 Hodgson Road, and single-family residential home, 506 Tanglewood Drive. All existing structures and all other site improvements, shall be removed prior to the development of the PUD. The Developer shall obtain a demolition permit. Existing sanitary sewer and water services shall be abandoned, subject to the permitting and inspection requirements of the City. Any wells on the property shall be sealed according to the requirement of the State of Minnesota Department of Health. Copies of the sealing records shall be sent to the Shoreview Public Works Department.
- E) **City Permits Required.** The Developer shall not commence any tree removal, grading or erosion control activity until a grading permit is issued. A demolition permit, water/sanitary sewer permits are required for the removal of any structures.
- F) **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 Plat and Final Planned Unit Development. The approved plans include the construction of a three-story 77-unit building and associated improvements including driveway access, underground parking, off-street parking area stormwater management and landscaping. All requirements attached to said project by the City's Council on February 18, 2014, as conditions of the Final Plat and Final Planned Unit Development approval, are to be satisfied whether or not identified in this document.
- G) **Tree Replacement and Protection.** The Developer agrees to protect and preserve trees in accordance with the tree preservation and replacement plan approved by the City Council. Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Preservation and Replacement Plan.

Protective tree fencing shall be inspected by the City Environmental Officer prior to the issuance of a grading permit and commencement of any grading or site development activities. All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence.

The developer shall submit a **cash surety in the amount of \$19,500.00** to ensure said protection measures will be installed and maintained during construction. If landmark trees

are damaged during construction, the replacement ratio is 6 trees per damaged landmark tree at a rate of \$250.00 per replacement tree.

Tree replacement shall be required as specified in the City's ordinances. If the number of trees required to be replaced cannot be planted on the development site, the Developer agrees to provide a cash contribution to the City's Forestry Fund at a rate of \$250.00 per replacement tree.

- H) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$18,250.00** is required prior to the issuance of any permits for this project.

- I) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. ***No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.***

The development is subject to the Erosion Control Agreement (**Exhibit C**) for the Planned Unit Development, and the Developer agrees to the terms and conditions of that Agreement.

- J) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade unless development is completed between November 15th to April 15th, then said disturbed areas shall be seeded and disk anchored mulched or sodded by May 15th. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.

1. All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

- K) **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.
- L) **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.
- M) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on February 18, 2014 (**Exhibit B**) whether or not specified in this Agreement.
- N) **Maintenance of Utilities.** The Developer agrees that on-site utilities, as shown on the stormwater management plan dated January 24, 2014 are private and are the sole responsible of the Developer to maintain. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration chamber, sanitary sewer service, water main with associated valves and hydrants, and water main service.
1. The Developer is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.
- O) **Stormwater Management: Private Stormwater Ponds and Infrastructure.** All stormwater management infrastructure identified in the submitted plans dated January 24, 2014 as private shall utilize stormwater best management practices as described in the Minnesota Stormwater Manual, Volume 1.1. This infrastructure shall be designed and constructed to minimize the need for maintenance and to reduce the chance of failure.
1. The Developer shall provide, prior to issuance of any permits for the property, a Storm Water Management Plan for the maintenance of the stormwater infrastructure within the development site. The Management Plan shall include all items required in this Agreement.
 2. Maintenance

- a. All stormwater infrastructure shall be maintained according to the measures outlined in the City's Surface Water Management Plan and Storm Water Prevention Plan (SWPPP).
 - b. Unless otherwise indicated in this agreement, the Developer shall be responsible for the maintenance of stormwater management facilities, including all related financial responsibilities.
3. Non-Routine Maintenance
- a. Maintenance includes those infrequent activities needed to maintain ponding and infiltration areas and/or stormwater ponding infrastructure so that these improvements continue to function in accordance with the approved plans and specifications. Examples of such activities include sediment and vegetation removal or major repairs to stormwater structures.
 - b. Non-routine maintenance shall be performed on an as-needed basis based on information gathered during regular inspections.
4. If maintenance activities are not completed in a timely manner or as specified in the approved plan, then the City may hire a contractor or complete the necessary maintenance at the Developer's expense unless otherwise indicated in this agreement.
- P) **Inspection of Utilities.** The City has an interest in the private infrastructure proposed for this development because of its connection to public infrastructure.
1. The Developer is solely responsible for the construction management and all construction activities.
 2. The Developer agrees to pay all costs associated with City inspection and testing of the private utilities. A City inspector is required to be on-site during the construction and installation of all private utility infrastructure, in order to verify that the construction and installation is completed in accordance with City standards and approved plans. The Developer agrees to escrow an amount equal to the estimated cost of a City inspector and associated utility testing. Inspection and testing costs by the City will be deducted from this surety. Any balance remaining upon completion of the project shall be refunded to the Developer, upon approval of the City Council. If the entire surety is utilized prior to the completion of the project, the Developer agrees to escrow additional funds estimated by the City as necessary for the inspection of the remaining portion of work.
 3. The estimated cost of the City inspector and utility testing is **\$750.00**. A cash surety in this amount shall be submitted prior to the issuance of any permits for this project.
- Q) **As-Built and Grading Certification.** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:
1. The final site grading and all improvements;

2. All public or private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system. Profiles are required.

The as-builts shall conform to the standards specified in **Exhibit A**. The Developer shall deposit an escrow in the amount of **\$3,500.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

R) **Public Recreation Use Dedication Fee.** The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value (FMV) of the land by reference to current market data, if available, or by obtaining an appraisal of the land from a licensed real estate appraiser. The developer shall pay the cost of such appraisal. The fair market value conclusions of the appraiser shall be conclusive. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or release of the final plat by the City. The FMV of the two existing parcels has been determined to be **\$1,315,000.00**, as identified in the purchase agreements dated April 2, 2013 and April, 2013 and executed by United Properties and the respective property owners of the existing parcels.

1. Residential Use. The Cash Equivalency Payment required for residential uses is based upon the density of dwelling units per acre on the development, and the FMV of the land. The proposed development has a density of **18 units per acre**, therefore, **the Cash Equivalency Payment shall equal 10% of the fair market value**. The appraised Fair Market Value of the property, based on the purchase agreements is **\$1,315,000.00** and **the Cash Equivalency Payment required is \$130,185.00**. Credit shall be given for the one unit in recognition of the existing home at 506 Tanglewood Drive (**Exhibit D**) .

S) **Pre-construction Meeting.** The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City Hall.

T) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
2. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site

and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Tanglewood Drive or Hodgson Road. No fill, excavated material or construction materials shall be stored in the public right-of-way.

3. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
4. Site Maintenance. The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Tanglewood Drive and Hodgson Road on an as needed basis, and at least once weekly while the property is being graded. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets where sediment is accumulating on said streets from construction and other site traffic, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.

U) Homeowners Association. The Developer shall create a Homeowners' Association for the project. The Homeowners' Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall include the following:

1. The Homeowners' Association shall maintain landscaping throughout the development, including the traffic island, and maintenance shall be consistent with the approved landscaping plan.
2. Membership in the Homeowners' Association must be mandatory for each property owner and any successive buyer of all lots. The dues for such membership must be established to adequately meet the expenses of maintenance and fulfillment of all responsibilities of the Association as set forth in this agreement.
3. All units shall have uniform address signs, mailboxes and newspaper boxes that conform to the United States Postal regulations and requirements as approved by the Association.

V) 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.

W) **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 February 18, 2014.

UNITED PROPERTIES

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Title

Terry Schwerm, City Manager

EXHIBIT 'A'

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.
3. All utilities in Ramsey County coordinates system.
4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Builts

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)

- Power poles, streetlights, etc.
- 8. As-built elevations of each hydrant at top nut
- 9. Any deviations of fittings from those shown on the plan
- 10. Note describing pipe type and size for mainline and for services
- 11. Stationing of corporation stop on water main

Storm Sewer

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.
5. As-built locations, invert and outflow elevations, cross-sections, and civil details for underground infiltration system.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

EXHIBIT 'B'
SPECIAL DEVELOPMENT TERMS

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 over infrastructure as required. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The items identified in the City Engineer's memo shall be addressed prior to the issuance of any City permits.

EXHIBIT 'C'

EROSION CONTROL ESCROW AGREEMENT

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

(B) The City and the Developer have executed a Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$13,700.00**. The Developer has submitted this financial surety to the City on the following conditions:

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

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

(C) The Developer agrees to reimburse the City at a rate of \$70.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The

UNITED PROPERTIES RESIDENTIAL, LLC
APPLEWOOD POINTE OF SHOREVIEW
4785 HODGSON ROAD/506 TANGLEWOOD DRIVE
Page 14 of 15

obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this 18th day of February, 2014

Developer:
UNITED PROPERTIES RESIDENTIAL, LLC

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

Its

EXHIBIT D

***Public Use Dedication Fee
Cash Equivalent Calculation***

United Properties Residential, LLC
Subdivision known as Applewood Pointe of Shoreview
4785 Hodgson Road/506 Tanglewood Drive

Purchase Cost of Development Site:	\$1,315,000.00
99% of the site purchase cost:	\$1,301,850.00
Fee, based on a rate of 10%	\$130,185.00

Notes:

1. City approval of the Final Plat and Final PUD resulted in 77 senior residential dwelling units, a net increase of 76 dwelling units. Credit is given for the one existing lot.
2. The fee is based on the 99% of the site fair market value, as identified on the appraisal dated.
3. Dwelling density is 18 units per acre (77 dwelling units on 4.14 acres of land).

T:/2014PCF/2515-04-14pulte/sitedevagreement.doc

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

Mayor Martin thanked and commended staff and Councilmembers for all of the hard work that has been done since last March to reach approval of the budget and tax levy documents.

**REZONING/COMPREHENSIVE GUIDE PLAN/PRELIMINARY PLAT/PLANNED
UNIT DEVELOPMENT - DEVELOPMENT STAGE - 4785 HODGSON ROAD AND 506
TANGLEWOOD DRIVE**

Presentation by City Planner Kathleen Castle

This application seeks the following: 1) a Comprehensive Plan Amendment to change the land use of the subject property from O, Office and RL, Low Density Residential to SR, Senior Residential; 2) rezoning from O, Office and RL, Low Density Residential to PUD, Planned Unit Development; 3) a preliminary plat to plat the two parcels into one; and 4) the PUD Development Stage review for redevelopment with a 77-unit Senior Housing Cooperative. The two properties--4785 Hodgson Road and 506 Tanglewood Drive--consist of 4.14 acres. The preliminary plat will combine the two parcels into one and complies with all subdivision standards. The property on Hodgson is currently developed with Kozlak's restaurant with parking and access drives. The property on Tanglewood is developed with a single-family home. There are residential uses on the north, south and west of the property. The proposal would demolish the existing buildings to construct a senior residential cooperative building.

The Planning Commission reviewed the application at its December 3, 2013 meeting and held a public hearing. Discussion focused on number of parking stalls, the site design, the building location and height and visual impact on adjoining residential properties. In general, the Commission felt the impact is mitigated but asked the developer to work with neighboring residents. The Commission voted 6 to 1 to support a recommendation to the City Council to approve the applications.

The land use amendment proposed is compatible with adjoining residential land uses and an arterial roadway. The plan is consistent with City housing goals to provide life-cycle housing and infill/redevelopment. The amendment to change the land use from Office and Low Density Residential to Senior Residential is compatible. Density is allowed up to 45 units per acre; the proposed density is 18 units per acre.

This portion of Hodgson Road is located in what is identified as Policy Development Area (PDA) No. 9 in the Comprehensive Plan, which guides transition development from low density residential to other development that is compatible with an arterial roadway and the changes that have occurred on Hodgson Road.

Rezoning from Office and Low density Residential to Senior Residential will not significantly impact surrounding land uses as both land uses are residential. Although the proposal is for higher density, architecture, site design and landscaping can mitigate any impacts. A Development Agreement will be required as a condition of approval.

PUD zoning is requested for flexibility regarding the number of parking stalls, 157 proposed on-site. There is an underground parking garage. A surface parking lot will have 46 stalls. That is a ratio of 2.0 parking stalls per unit which is high when compared to other senior housing developments that range from 1 to 1.7 parking stalls per unit. Code requires 2.5 stalls per unit for multi-family housing but does not differentiate for senior housing. Flexibility for parking has been granted to other senior housing developments.

A parking setback of 20 feet is required from a road right-of-way or easement to provide for landscaping. The proposed setback is 8 feet with added landscaping in the road easement. Ramsey County has no objection to the added landscaping, building height and structure setback from the Hodgson Road easement.

The maximum height allowed in the Development Code is 35 feet. This can be changed as long as the Fire Department sees no difficulties in firefighting capabilities. Height can also be changed as long as an additional foot of front setback is provided for each additional foot of height. The proposed height is 39.5 feet that drops to a two-story section of 26 feet in height at the northwest and southwest corners. As proposed, the plan complies with setback requirements with a 40-foot setback. The northwest corner of the building does not comply with the setback requirements because of a jog in the road easement area.

Notices were sent to property owners within 350 feet of the subject property, and development signs were posted on the property. Written comments focused on concerns of compatibility with adjacent low density residential uses, visual impact and traffic. The Lake Johanna Fire Department has provided information to the developer regarding access.

Staff finds that the proposal supports the City's housing policies and Comprehensive Plan. The location is suitable because it is adjacent to an arterial roadway and the guidelines of PDA No. 9. The flexibility requested regarding setbacks, height and parking is reasonable and similar to other senior residential facilities. Staff is recommending Council approval of all applications.

Planning Commissioner Wenner stated that when the proposal was first presented, there was concern about the three stories on the south and southwest sides. The developer has scaled that back to two stories. Also, the developer has added a significant number of trees as a buffer. The Commission believes this multi-housing use is compatible with low density residential. With current zoning, there could be much more intense development proposals that are not as compatible. The developer is working with the neighbors, and the Commission is comfortable making a recommendation for approval.

Mr. Brian Kerry, United Properties, stated that substantial modifications have been made. The southwest section has been shortened to a 51-foot setback from properties to the south and west. Significant landscaping has been added--91 trees total with 40 evergreens and 51 shade or flowering trees. There are differing opinions but they were able to modify the plan and change a variety of plant species. One neighbor asked if three of his trees could be moved onto the developer's site. That will be done if it is recommended that the trees will live by the landscaping consultant. Similar landscaping will be done in the northwest corner. Three large trees of concern will be saved.

Mr. Kerry added that it is very important that senior residents are satisfied with parking, as sales depend on resident referrals. A ratio of 2.03 stalls per unit is the highest number of all of the senior housing developments they have built. He is confident the number is sufficient. Traffic has been reviewed and addressed by staff. With 14,000 cars a day on Hodgson Road, the traffic consultant has indicated that the traffic from this development will be negligible. As for runoff water, there will be a substantial improvement after the development with underground storage tanks, ponding and rain gardens.

Councilmember Wickstrom commended the increased parking. A big concern is parking at other sites. The front entryway looks tight, and she is concerned about fire emergency vehicle access. Also the sprinkler system needs to be zoned by floors. **Mr. Kerry** stated that access must work for the Fire Department, and the island in front can be reconfigured.

Councilmember Johnson asked specifically the objections of neighbors when the developer met with them. **Mr. Kerry** stated that the single biggest objection is the height and size of the building. He explained how the building has been reduced significantly from the original plan to address these concerns.

Councilmember Withhart commended the increased screening and landscaping. He is pleased with the developer's response to neighbors, and the mitigation steps that have been taken.

Mayor Martin opened discussion to public comment. There were no comments or questions.

Mayor Martin stated that development on this property is 18 units per acre, when it could have been 45 units per acre. Setbacks exceed what is required by Code, which is significant. She is pleased to see the height reduction closest to residential property. The landscaping planned is also impressive. It is always difficult for residents to envision a big building next to their homes. If the property had been developed as single-family residential, potentially there could have been 35-foot houses 30 feet from the property line. One response from a North Oaks resident to the development at Southview is that the large residential building blocks traffic noise from Hodgson. This is a better plan than the original, and she commended Mr. Kerry for the involvement of the neighbors.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to approve the following requests submitted by United Properties Residential, LLC for the redevelopment of 4785 Hodgson Road and 506 Tanglewood Drive with a senior residential cooperative building that has 77 dwelling units and adopt Resolution 13-113 (Comprehensive Plan Amendment) and Ordinance #914 (Rezoning). Said recommendation for approval is subject to the following conditions:

Comprehensive Guide Plan Amendment

1. The amendment changes the land use designation from RL, Low Density Residential and O, Office to SR, Senior Residential.
2. Review and approval of the amendment by the Metropolitan Council.
3. The amendment will not be effective until the City grants approval of the Final Plat and PUD - Final Stage requests.

Rezoning

1. This approval rezones the property from O, Office and R1, Detached Residential, to PUD, Planned Unit Development.
2. 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 all property lines. Drainage and utility easements along the roadways shall be 10 feet wide and 5 feet wide along the side and rear lot lines. Other drainage and utility easements shall be provided over the proposed ponding areas, infiltration basins and as required by the Public Works Director.
3. 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 redevelopment of these parcels with senior residential cooperative building that provides 77 dwelling units.
2. The items identified in the memo from the City Engineer must be addressed prior to the City's review of the Final Stage PUD plans and Final Plat.
3. The luminary plan shall be revised to identify lighting levels compliant with the City Code and exterior light fixture details shall be submitted with the Final Stage PUD and Final Plat submittal.
4. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to submittal to the City of applications for Final Plat and PUD – Final Stage.
5. The proposed senior housing structure shall be of a 2 and 3 story design as depicted on the plans submitted with this application and dated November 4, 2013. The southwest and northwest corners of the building shall not exceed 2 stories as shown in the plan submittal. These sections of the building step-up to 3 stories towards the interior of the structure. The structure shall not exceed the heights as identified in this report and on the submitted plans.
6. The applicant shall create a Homeowners' Association for the project. The applicant or any subsequent property owner shall be a party to the Association required as part of this plat. The Homeowners' Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall include the following:
 - a. The Homeowners' Association shall maintain landscaping/screening and maintenance shall be consistent with the approved landscaping plan.
 - b. Membership in the Homeowners' Association must be mandatory for each property owner and any successive buyer of all units. The dues for such membership must be established to adequately meet the expenses of maintenance and fulfillment of all responsibilities of the Association as set forth in this agreement.
7. The landscape/tree-replanting plan shall be provided in accordance with the City's Tree Protection Ordinance. Trees on the property, which are to remain, shall be protected with construction fencing placed at the tree driplines prior to grading and excavating. Said plan

- shall be submitted for review and approval by the City Planner prior to submittal of the final plat application.
8. The Final Plat shall include drainage and utility easements along all property lines. Drainage and utility easements along the roadways shall be 10 feet wide and 5 feet wide along the side and rear lot lines. Other drainage and utility easements shall be provided over the proposed ponding areas, infiltration basins and as required by the Public Works Director.
 9. The developer shall secure a permit from the Ramsey Washington Metro Watershed District prior to commencing any grading on the property.
 10. 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. The Development Agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process.
 - b. Removal of the existing structures and supporting infrastructure.
 - c. Landscape maintenance
 11. 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. The proposed redevelopment plan supports the policies stated in the Comprehensive Plan related to land use, housing and redevelopment.
2. The proposed redevelopment plan carries out the recommendations as set forth in the Housing Action Plan.
3. The proposed redevelopment plan will not adversely impact the planned land use of the surrounding property.
4. The proposed deviations permit this site to be redeveloped with a use that expands life-cycle and affordable housing, including housing choice in the city.

ROLL CALL: Ayes: Quigley, Wickstrom, Withhart, Martin
 Nays: Johnson

REZONING/PRELIMINARY PLAT - 5878 LEXINGTON AVENUE

Presentation by City Planner Kathleen Castle

The proposal is to rezone the subject property from UND, Urban Underdeveloped to R1, Detached Residential. A preliminary plat is submitted to plat the property into 25 parcels for single-family residential development. The property consists of 9.375 acres with access off Lexington Avenue. The property is between the dead end of Woodcrest on the west and Bucher Avenue on the east. Adjacent land uses include detached single-family residential, multi-family housing and institutional with the water tower. There is one single-family home on the property with accessory structures.

Rezoning to R1, Residential is consistent with the City's Comprehensive Plan. This use is consistent with adjoining land uses and will not have significant adverse impacts. A Development Agreement is required to be executed as a condition of approval.

The preliminary plat complies with all City subdivision and zoning standards. The proposed density is 2.67 units per acre; up to 4 units per acre is allowed. In a 2005 Needs Assessment Study, this property was identified as a possible park location. However, since that time, City policy has moved away from developing small parks but instead focuses on improvements and connections to community parks. A public use dedication fee would be required and used to help cover trail improvements that would expand the trail along Lexington to improve connection to Turtle Lake School, the Rice Creek Open Space and McCullough Park.

Woodcrest and Bucher Avenue would be extended to connect both sides of the property. All lots comply with minimum standards for the R1 Residential District. There are 87 landmark trees that will be retained; 187 trees are required to replace trees that are to be removed.

The storm water management plan has been revised. An infiltration basin has been replaced with an underground infiltration chamber. The rain gardens have been replaced with a low area that will hold storm water during 10-year and 100-year events. This plan complies with the Rice Creek Watershed standards.

Property owners within 350 feet were notified of the development proposal, and development signs were posted on the property. The Fire Marshal has indicated no concerns. Property owners have expressed concerns about drainage, parkland needs and traffic. The Planning Commission reviewed the proposal and held a public hearing at its December 3rd meeting and recommended Council approval with a 6 to 0 vote with one abstention. Staff is recommending approval of rezoning and the preliminary plat with the conditions listed in the staff report.

Mr. Ian Peterson, Pulte Homes, stated that he would be happy to answer any questions.

Mayor Martin asked the type of homes that are planned and the price point. **Mr. Peterson** answered that most house plans will be two stories; one plan is a one-story home. The size ranges from 2600 to 3200 square feet at an average price of \$520,000.

Councilmember Quigley asked for details on the trail links. Ms. Castle stated that there is a trail gap on Lexington with no trail on the north and east side of Lexington. A paved trail will be put in, and there will also be a trail from Bucher Avenue to Lexington.

Councilmember Wickstrom asked the timing of putting in trails. It is important that people who purchase these homes are well aware of the trails and their location. She does not want a situation where homeowners object to trails that are put in after the homes are built. Additionally, she asked that the house numbers in the new development on Woodcrest have very different numbers from the now existing Woodcrest. Ms. Castle stated that both these issues will be discussed with the developer.

Mayor Martin asked how the outlot will be maintained. Councilmember Withhart suggested additional landscaping on the outlot. Ms. Castle stated that outlot issues will be addressed in the Development Agreement.

Date: February 11, 2014
To: Kathleen Castle, City Planner
From: Tom Wesolowski, City Engineer
Subject: Development review – Applewood Pointe

The City of Shoreview Engineering staff has reviewed the following plans and documents for the Applewood Pointe of Shoreview:

Proposed Plat and drawings 0.0 & 0.1 (signed) – dated 11-01-13
Civil Drawings C1 to C8 (Not signed) – dated 01-24-14
Landscape & Tree Preservation L101 to L501 (signed) – dated 01-24-14

Plat Drawings

1. The NE triangle – The proposed plat shows this as an easement rather than right of way along with small strips being dedicated to Tanglewood and Hodgson.
2. Include a drainage and utility easement over the underground storage chamber area.

Civil Drawings

1. Add note to the utility drawings: “Notify City 48 hours prior to any work on existing utilities.”
2. Provide a demolition sheet showing the existing water and sanitary sewer service lines to be abandoned (Kozlak’s & 506 Tanglewood), curb and gutter removal and pavement removal for streets and trail.
3. Amount of trail to be removed and replaced should extend from the south storm sewer crossing to the north storm sewer crossing, approximately 260-feet.

General Notes

1. A Ramsey County permit is required for work completed within the Hodgson Road right of way.
2. Any wells on the properties shall be sealed according to the requirements of the Minnesota Department of Health. Copies of the sealing records shall be forwarded to the City of Shoreview, Public Works Department.

3. The tree preservation plans indicate 13 landmark trees to be retained. If damaged during construction the replacement ratio would be 6 additional trees for each damaged tree. (6 x \$250=\$19,500 in a tree preservation escrow.) The smaller non-landmark trees also need to be protected throughout construction and proper tree fencing is required at all times. The importance of saving the existing trees on site should be made clear to all contractors and sub-contractors, and no heavy machinery shall be stored near the root zone to avoid soil compaction. If the oak trees are wounded at any time during the spring and summer months, pruning paint shall be applied immediately to avoid contracting oak wilt. The tree fencing will be regularly inspected with erosion control inspections.
4. Many of the replacement trees are shown along the property line of adjoining properties instead of entirely within the Applewood Point parcel. Please clarify locations on the Applewood Point property only. If trees are planted on adjoining property or on the property line and the tree(s) dies or get diseased, ownership and maintenance responsibilities should be clearly documented to avoid future disputes.
5. Rain garden plants are not specified. Please provide a planting list and/or design, with preference given to native species.



Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Planned Unit Development - Concept Stage

228.4 0 114.18 228.4 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Ramsey-Washington Metro



District

2665 Noel Drive
Little Canada, MN 55117
(651) 792-7950
fax: (651) 792-7951
email: office@rwmwd.org
Website: www.rwmwd.org

January 9, 2014

To: Randal Tweden
700 Third Street South
Minneapolis, MN 55415

From: Paige Ahlborg, Watershed Project Manager

Re: Applewood Pointe 14-03

On 1/8/2014 the Board of Managers of the Ramsey-Washington Metro Watershed District reviewed your application for the above-described project. A motion was duly made, seconded and passed approving this project providing that the provisions of the permit are met. Your Watershed District permit is being withheld until the project plans are revised to incorporate all special provisions of the permit.

Please contact Paige Ahlborg at 651-792-7964 or paige.ahlborg@rwmwd.org if you have any questions regarding these provisions.

SPECIAL PROVISIONS

1The \$500 application fee and \$22,600 escrow fee shall be submitted to the District.

2The volume calculated in the volume reduction worksheet over estimates the volume reduction that the proposed design actually provides. It appears that the design will still meet District requirements, but the applicant should not receive credit for the volumes calculated in the worksheet. For example, in Table D of the volume reduction spreadsheet the applicant is proposing that the volume reduction for the rainwater garden is 4653cubic feet. However, based on the storage curve used in the HydroCAD model submitted by the applicant, only 3033 cubic feet below the outlet culvert (invert elevation 923.8). The volume reduction value in the volume reduction worksheet should not exceed the storage volume of the proposed basin.

3The applicant shall submit a complete set of plans, including details of the underground storage BMP, signed by a registered professional engineer for review.

4A copy of an executed maintenance agreement shall be provided by the applicant.

5This project will require a MPCA NPDES permit. A copy of correspondence that this requirement is met shall be submitted to the District.

6The erosion control plan shall include a note that RWMWD must be notified at least 48 hours prior to construction of the volume reduction BMPs in order to provide for District construction observation. Failure to notify RWMWD prior to BMP installation may result in removal of work completed. Contact Nicole Soderholm at 651-792-7976.

7The grading plan shall include notes that provide direction to the contractor on the

construction of infiltration BMPs.

8The silt fence or another BMP shall be placed around the rainwater infiltration basin to prevent sediment accumulation during construction.

cc: Mitchell Cookas

APPLEWOOD POINTE OF SHOREVIEW

KNOW ALL MEN BY THESE PRESENTS: That United Properties Residential LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Shoreview, County of Ramsey, State of Minnesota:

Lot 4, Block 1, KOZLAK ADDITION, Ramsey County, Minnesota.

The East 100 feet of the West 330 feet of the North 200 feet of Lot 19, Auditor's Subdivision No. 82, Ramsey County, Minnesota.

A parcel of land in the Southwest Quarter of Section 13, Township 30, Range 23, more specifically described as follows:

Beginning at a point 1071.12 feet West and 33.00 feet South of the center of Section 13, said Township and Range; thence North 87 degrees 31 minutes West a distance of 200.00 feet; thence South 54 degrees 39 minutes 30 seconds East a distance of 336.00 feet; thence North 21 degrees 48 minutes West a distance of 200.00 feet to the point of beginning.

Has caused the same to be surveyed and platted as APPLEWOOD POINTE OF SHOREVIEW and does hereby dedicate to the public for public use forever the public ways and drainage and utility easements as shown on this plat.

In witness whereof said United Properties Residential LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____

Signed: United Properties Residential LLC

Brian P. Carey, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Brian P. Carey, as Chief Manager of United Properties Residential LLC, a Minnesota limited liability company, on behalf of the company:

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Daniel W. Obermiller, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat, prepared this plat or directly supervised the preparation of this plat, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____

Daniel W. Obermiller, Land Surveyor
Minnesota License No. 25341

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Daniel W. Obermiller, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota
My Commission Expires _____

City of Shoreview
We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Shoreview, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

_____, Mayor _____, City Clerk

Department of Property Records and Revenue
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this _____ day of _____, 20____.

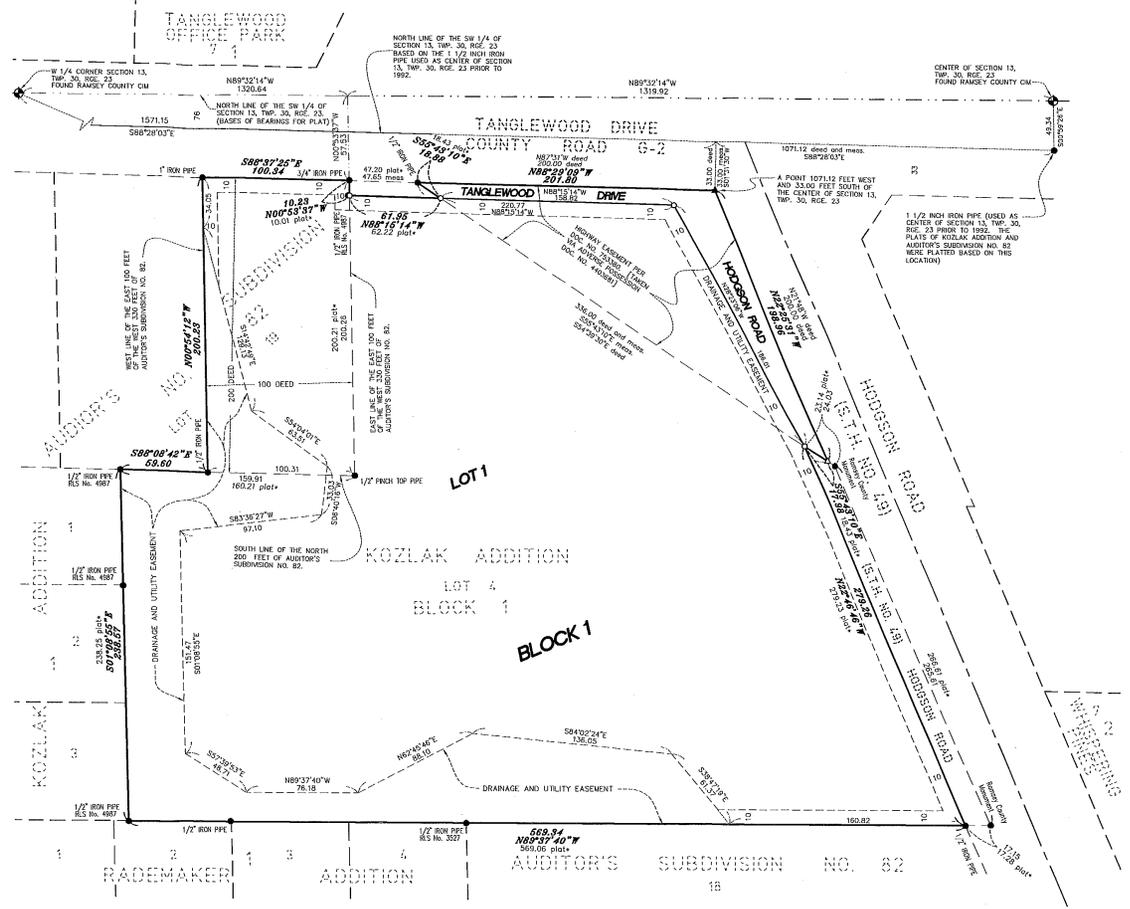
_____, Director By _____, Deputy

County Surveyor
I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this _____ day of _____, 20____.

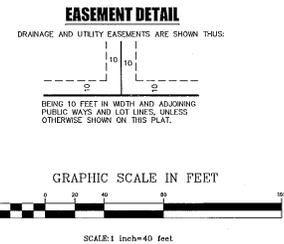
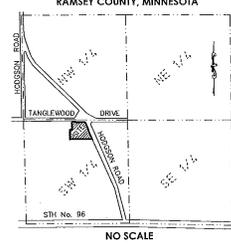
Michael Fishberger, P.L.S.
Ramsey County Surveyor

County Recorder
County of Ramsey, State of Minnesota
I hereby certify that this plat of APPLEWOOD POINTE OF SHOREVIEW was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Deputy County Recorder



- For the purposes of this plat the north line of the Southwest Quarter of Section 13, Township 30, Range 23, Ramsey County, Minnesota, is assumed to have a bearing of North 89 degrees 32 minutes 14 seconds West.
- ▲ Denotes set magnetic nail with disk marked RLS 25341.
 - Denotes set 1/2 inch by 18 inch iron pipe monument marked RLS 25341.
 - Denotes found iron monument as labeled.
 - XX.XX plat- Denotes distance per the plot of KOZLAK ADDITION.
 - CM Denotes cast iron monument
 - Denotes inch





LEO AECOM

LEO AECOM ARCHITECTURAL INC.
1000 Highway 7
Suite 100
St. Louis, MO 63114
ph. 855-855-8327 fax. 855-855-8978

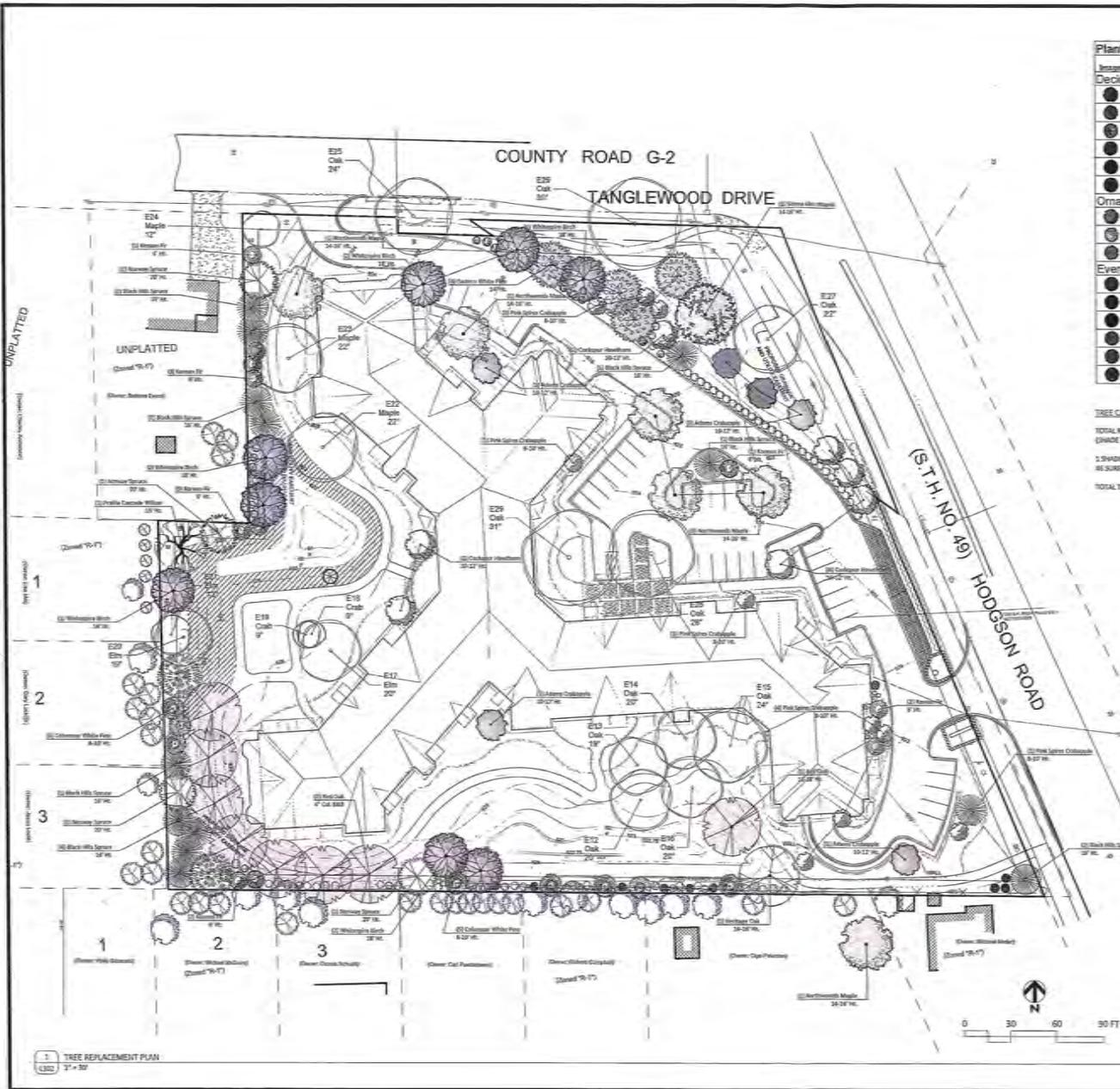
LEO AECOM ARCHITECTURAL INC.
1000 Highway 7
Suite 100
St. Louis, MO 63114
ph. 855-855-8327 fax. 855-855-8978

APPROVED POINTS OF SHOREVIEW
PROJECT NO. 18-0000000000
FOR UNITED PROPERTIES RESIDENTIAL, LLC

DATE: 07/20/14
SCALE: 1/8" = 1'-0"
DRAWN: TSW
CHECKED: TSW

SITE PLAN
LEO 13-020

L1



Symbol	Qty	Latin Name	Common Name	Size	Notes
Deciduous Trees					
●	6	Acer rubrum 'Redwood'	Redwood Maple	14-18' H.	3" Cal. S&S
●	1	Acer x fraxinifolium 'Sycamore'	Sycamore Elm Maple	14-18' H.	3" Cal. S&S
●	8	Betula populifolia 'White Birch'	White Birch	18' H.	Clump Form S&S
●	8	Quercus rubra	Red Oak	—	—
●	1	Quercus x macrocarpa 'Chestnut'	Heritage Oak	14-18' H.	3" Cal. S&S
●	1	Salix 'Prairie Cascade'	Prairie Cascade Willow	10' H.	3" Cal. S&S
Ornamental Trees					
●	7	Crataegus crataegifolia	Crataegus Hawthorn	15-12' H.	Single Leader, 3" Cal. S&S
●	8	Malus 'Adair'	Adair Crabapple	15-12' H.	3" Cal. S&S
●	19	Malus 'Pink Spire'	Pink Spire Crabapple	8-10' H.	3" Cal. S&S
Evergreen Trees					
●	12	Pinus strobus	Norway Pine	8' H.	S&S
●	4	Pinus strobus	Worship Spruce	20' H.	S&S
●	13	Pinus strobus 'Dwarf'	Dwarf Spruce	18' H.	S&S
●	2	Pinus strobus	Scotch Pine	18' H.	S&S
●	4	Pinus strobus	Eastern White Pine	14' H.	S&S
●	8	Pinus strobus 'Fastigiat'	Columnar White Pine	8-10' H.	455 Cont.

TREE CALCULATIONS

TOTAL REPLACEMENTS REQUIRED = 42 (SEE LIST)
 (SHADE TREES MUST BE MIN. 2-1/2" CALIPER, EVERGREEN TREES MUST BE MIN. 4" HT.)

1 SHADE TREE PER 30 PARKING STALLS; REQUIREMENT:
 46 SURFACE PARKING STALLS / 20 = 4.5 = 5 SHADE TREES (INCLUDED WITHIN 47 REPLACEMENT TREES REQUIRED)

TOTAL TREES PROPOSED THAT MEET REPLACEMENT SPECIFICATIONS = 32

1 TREE REPLACEMENT PLAN
 1" = 30'

CONSULTING ARCHITECTS
 10301 ARCADE DRIVE, SUITE 100
 FORT WORTH, TEXAS 76134
 TEL: 817-339-1111
 FAX: 817-339-1112
 WWW.FOFA.COM

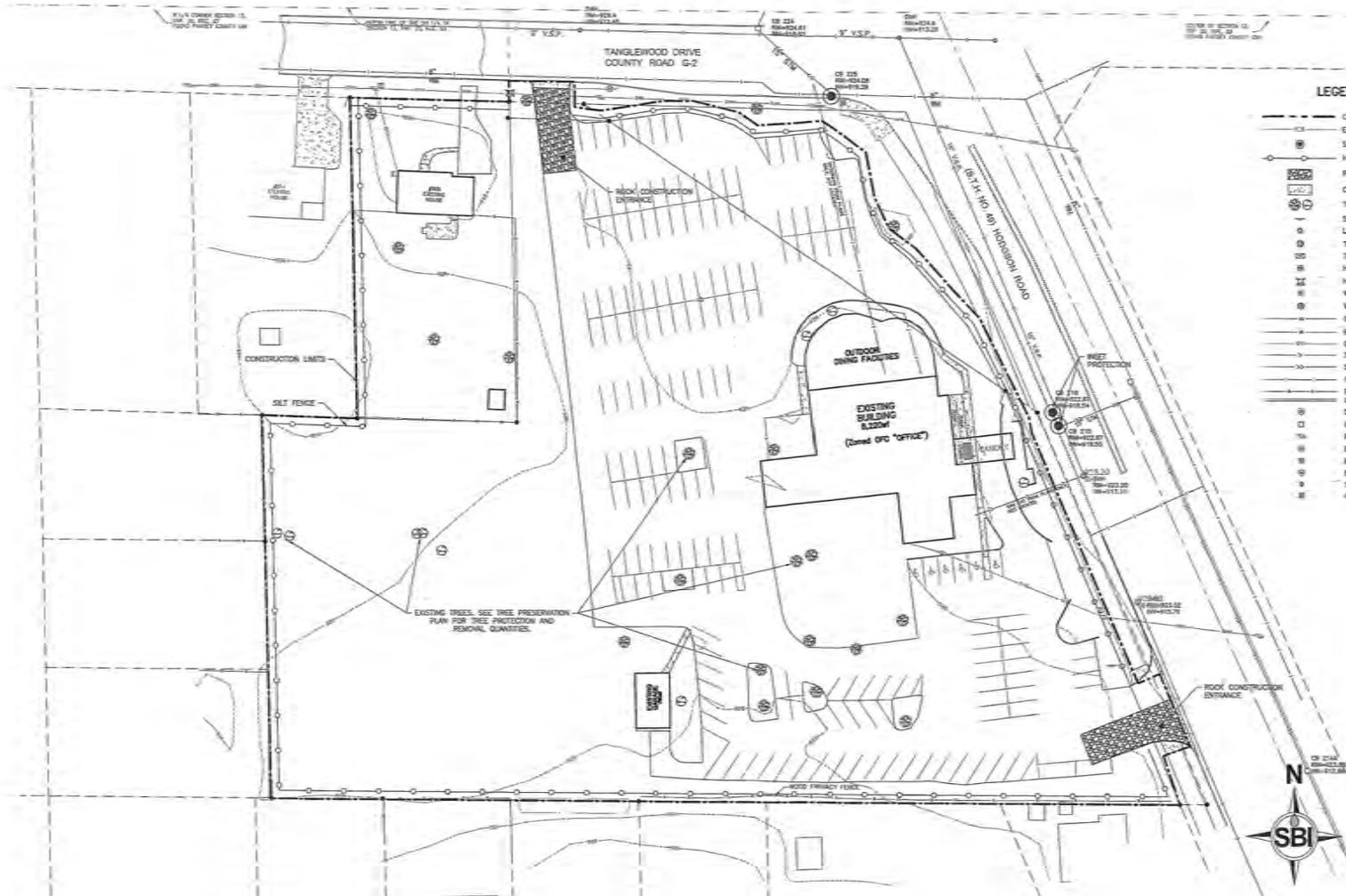
FOFA
 ARCHITECTURE

PROJECT: APPLEWOOD POINTE OF SHOREVIEW / SHOREVIEW ANN
 FOR UNLTD PROPERTIES RESIDENTIAL, LLC
 DATE: 07/24/14
 DRAWING NO: L102

CONSULTING ARCHITECTS
 10301 ARCADE DRIVE, SUITE 100
 FORT WORTH, TEXAS 76134
 TEL: 817-339-1111
 FAX: 817-339-1112
 WWW.FOFA.COM

FOFA
 ARCHITECTURE

PROJECT: APPLEWOOD POINTE OF SHOREVIEW / SHOREVIEW ANN
 FOR UNLTD PROPERTIES RESIDENTIAL, LLC
 DATE: 07/24/14
 DRAWING NO: L102



- LEGEND**
- CONSTRUCTION LIMITS
 - - - EXISTING CONTOUR
 - STORM DRAIN INLET PROTECTION
 - HEAVY DUTY SILT FENCE
 - ROCK CONSTRUCTION ENTRANCE
 - CONCRETE PAVEMENT
 - TREE
 - SIGN-TRAFFIC/OTHER
 - LOT LIGHT
 - TELEPHONE MANHOLE
 - PLASTIC CONTROL BOX
 - HAND HOLE
 - HYDRANT
 - WATER METER
 - WATER MANHOLE
 - GAS LINE
 - ELECTRIC LINE
 - OVERHEAD POWER LINE
 - SANITARY SEWER
 - STORM SEWER
 - INTERSEWER
 - FENCE LINE
 - CURB & GUTTER
 - STORM MANHOLE
 - CATCH BASIN
 - POWER POLE
 - ELECTRIC BOX
 - ELECTRIC METER
 - ELECTRIC MANHOLE
 - SANITARY MANHOLE
 - GAS METER

A EROSION CONTROL PLAN

J&B
 J&B ARCHITECTS, INC.
 1400 Highway 7 North, #10
 Bismarck, ND 58501
 PH: 701-252-0000 FAX: 701-252-0000

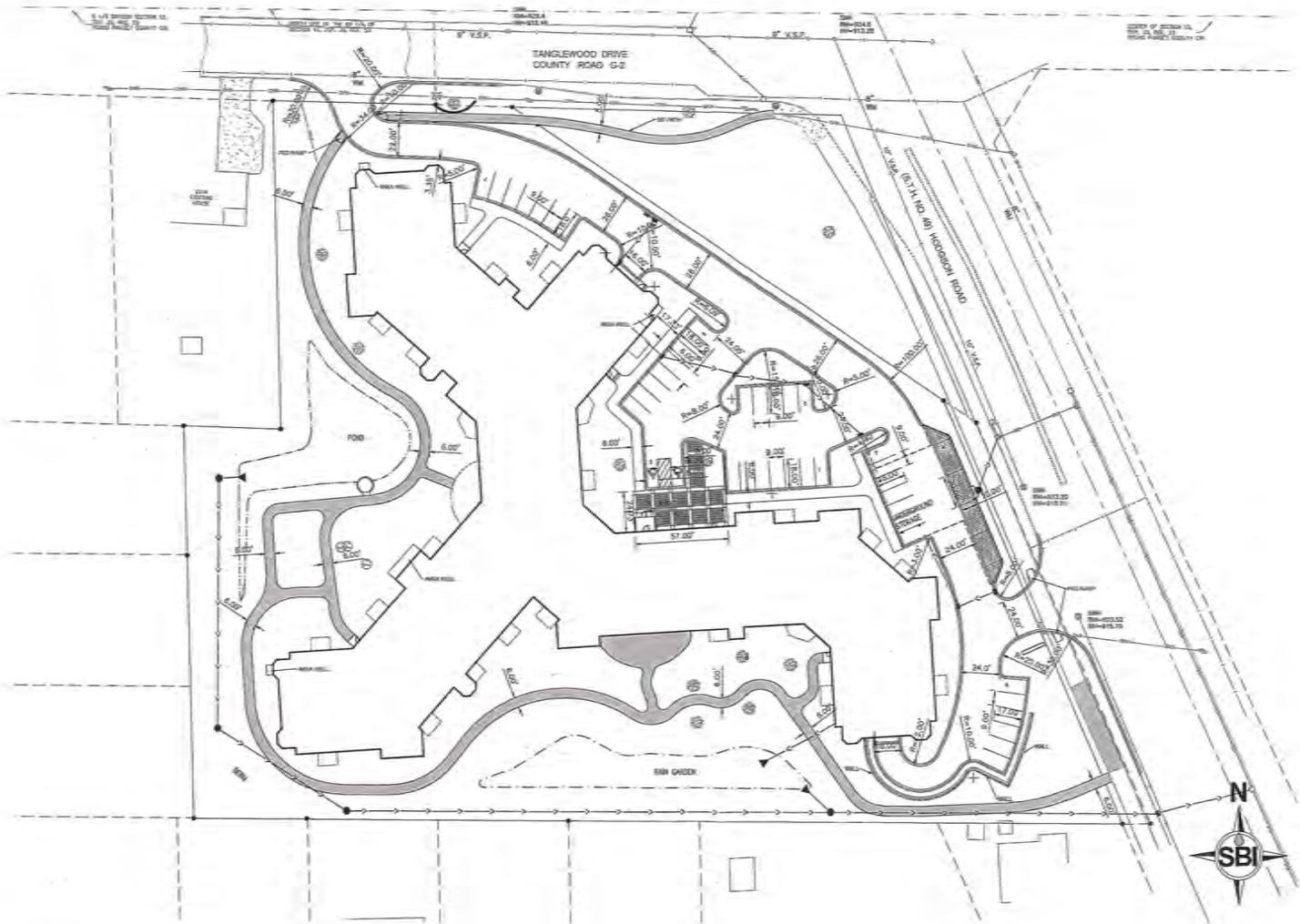
Solution Blue
 SBI
 SBI is the industry leader in providing innovative erosion control and sedimentation solutions for construction sites.

PROJECT: APPLWOOD POINTE OF SHOREVIEW
 LOCATION: SHOREVIEW, MN
 DRAWING NO.: 130801

DATE: 11/14/14
 DRAWN BY: [Redacted]
 CHECKED BY: [Redacted]

SCALE: 1"=30'-0"
 SHEET NO.: 1
 TOTAL SHEETS: 1

SBI
 SOLUTION BLUE
 EROSION CONTROL
 130801



A SITE PLAN



SBI ARCHITECTS, INC.
1433 Highway 7, Suite 110
St. Louis, MO 63107
Tel: 314-433-0027 Fax: 314-433-0028



Under the direction of the
Professional Engineer
responsible for the design
and construction of the
project.

REGISTERED PROFESSIONAL ENGINEER
STATE OF MISSOURI
EXPIRES 12/31/2024
SAGAN, A. WATSON
REG. NO. 0000000000

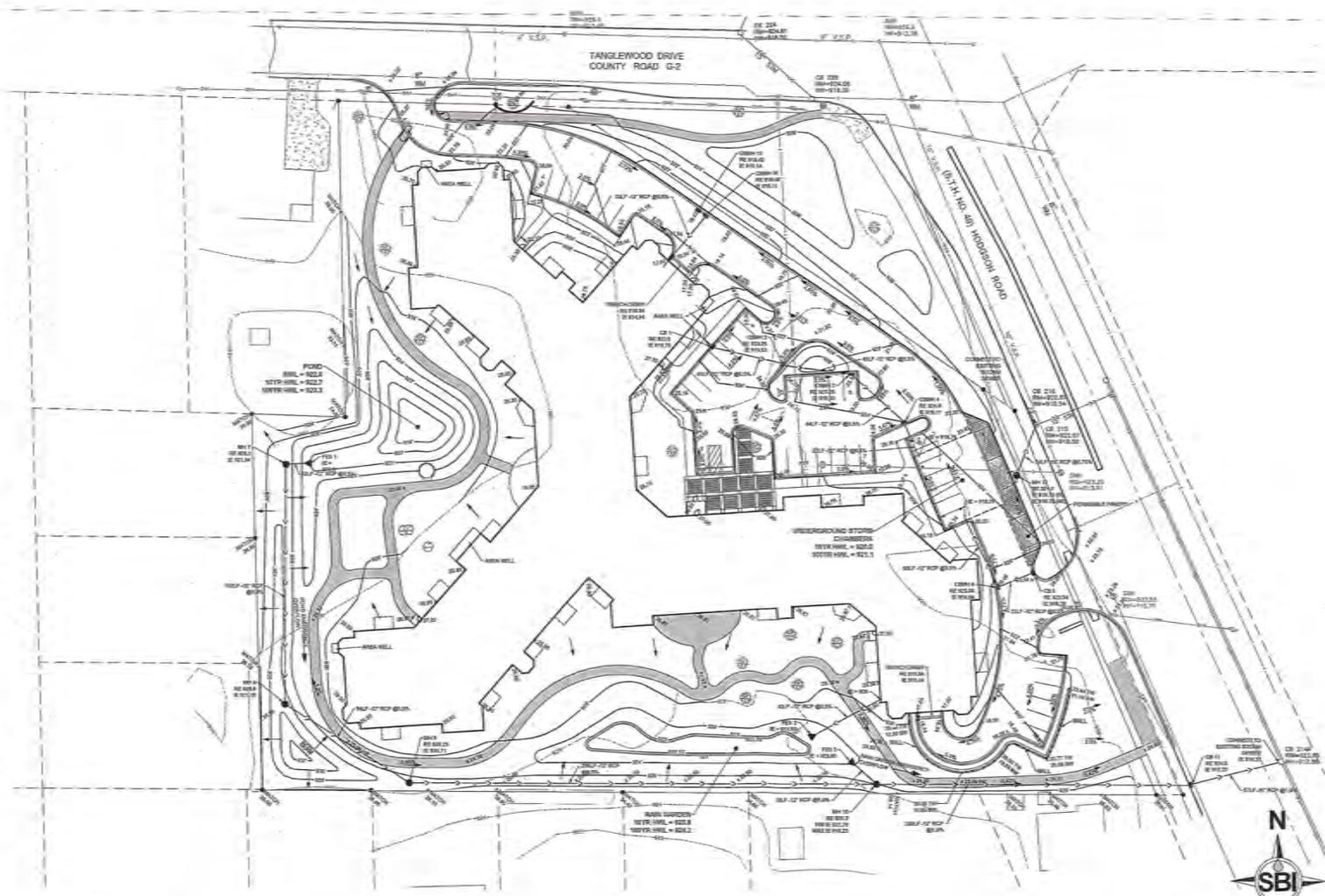
PROJECT NO. 130801
DATE: 01/24/24

PROJECT: APPELWOOD POINTE OF SHOREVIEW
SHOREVIEW, MN
FOR UNLIMITED PROPERTIES RESIDENTIAL, LLC

SHEET NO. 3 OF 3

130801

C3



A GRADING AND DRAINAGE PLAN



SBI ARCHITECTS, LLC
 14356 TANGLEWOOD DRIVE, SUITE 205
 TANGLEWOOD, VA 22629
 TEL: 703-335-0077 FAX: 703-335-0078



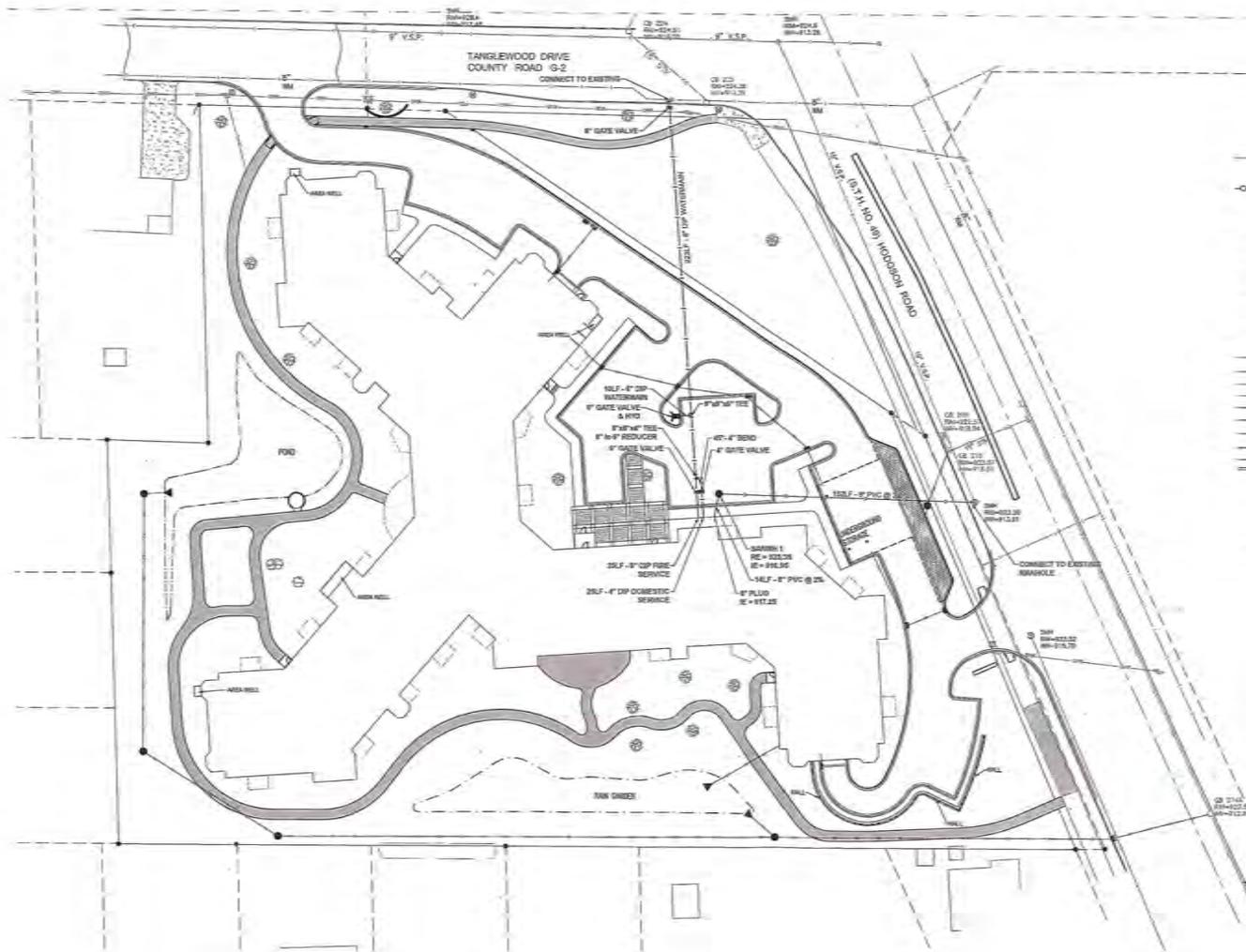
THIS DOCUMENT IS THE PROPERTY OF SBI ARCHITECTS, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF SBI ARCHITECTS, LLC IS STRICTLY PROHIBITED.
 PROJECT: DATE: REVISION:

DATE: 07/26/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Name]

PROJECT: APPLEWOOD POINTS OF SHOREVIEW
 SHOREVIEW, MN
 FOR UNITED PROPERTIES RESIDENTIAL, LLC

DATE: 07/26/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

130301
 4
 C4



LEGEND

- EXISTING CONTOUR
- ⊙ STORM DRAIN INLET PROTECTION
- ⊙ HEAVY DUTY SILT FENCE
- ⊙ ROCK CONSTRUCTION ENTRANCE
- CONCRETE PAVEMENT
- ⊙ TREE
- ⊙ SIGN-TRAFFIC, OTHER
- ⊙ LOT LIGHT
- ⊙ TELEPHONE MANHOLE
- ⊙ TRAFFIC CONTROL BOX
- ⊙ HAND HOLE
- ⊙ HYDRANT
- ⊙ WATER METER
- ⊙ WATER MANHOLE
- ⊙ GAS LINE
- ELECTRIC LINE
- OVERHEAD POWER LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- STORM SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- FENCE LINE
- CURB & GUTTER
- ⊙ STORM MANHOLE
- ⊙ CATCH BASIN
- ⊙ POWER POLE
- ⊙ ELECTRIC BOX
- ⊙ ELECTRIC METER
- ⊙ ELECTRIC MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ GAS METER



A UTILITY PLAN

Blue
 Solution
 ARCHITECTS, INC.
 2000 W. 100th St., Suite 200
 Edina, MN 55425
 Phone: 763-933-0337 Fax: 763-933-0378
 www.bluearchitects.com

PROJECT NO. 130901
 DATE: 01/24/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 CLIENT: SBI
 PROJECT: APPLEWOOD POINTE OF BHOVIEW
 BHOVIEW, MN
 FOR UNITED PROPERTIES RESIDENTIAL, LLC

C5





EXTERIOR ELEVATION NO.1



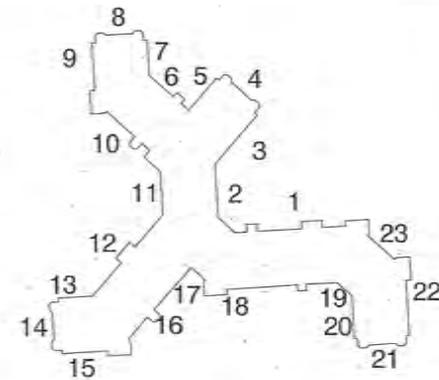
EXTERIOR ELEVATION NO.2



EXTERIOR ELEVATION NO.3



EXTERIOR ELEVATION NO.4



J&B ARCHITECTURE, INC.
 1420 Highway 7
 Minneapolis, MN 55415
 Ph: 612-339-0077 Fax: 612-339-0878
 Lic. No. 10200

PROJECT
 13-34
 IA
 (R/C)

CLIENT
 APPLEWOOD POINTE OF SHOREVIEW
 SHOREVIEW MN
 FOR UNIFIED PROPERTIES RESIDENTIAL, LLC

DATE
 12-3-14



EXTERIOR ELEVATION NO.55



EXTERIOR ELEVATION NO.6



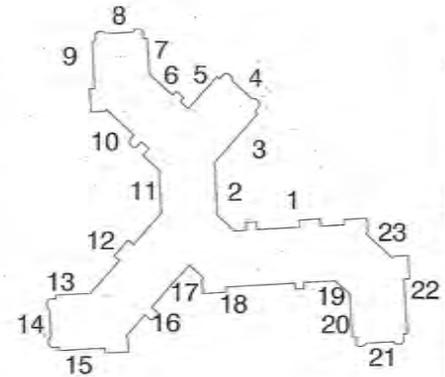
EXTERIOR ELEVATION NO.7



EXTERIOR ELEVATION NO.8



EXTERIOR ELEVATION NO.9



ASH

ASH ARCHITECTURE, INC.
1000 N. 10TH ST., SUITE 200
MILWAUKEE, WI 53233
PH. 414-961-4227 FAX. 414-961-4228

I hereby certify that the plans, specifications, and contract documents herein were prepared by me or under my direct supervision and that I am a duly Licensed Architect in the State of WISCONSIN.
ARCHITECT: [Signature] Reg. No. 10100

DATE: []/ []/ []

PROJECT: APPLWOOD POINTS OF SHOREVIEW
SHOREVIEW, WI
FOR UNITED PROPERTIES RESIDENTIAL, LLC

SCALE: EXTERIOR ELEVATIONS
FOOT: 1/8"=1'-0"

11-30

30

4.2



EXTERIOR ELEVATION NO.10



EXTERIOR ELEVATION NO.11

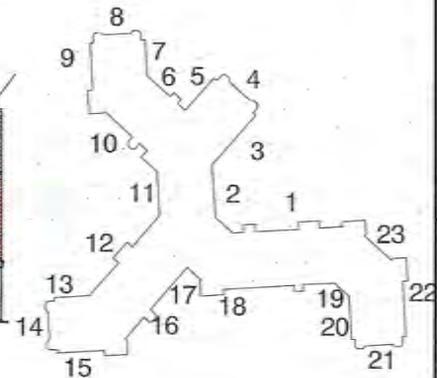
COLORS:
 HORIZ. SIDING COLOR #1
 BRICK/CLAY TILE
 BRICK COLOR #1



EXTERIOR ELEVATION NO.12



EXTERIOR ELEVATION NO.13



J&B ARCHITECTS, INC.
 1450 BUCKWY 7, SUITE 270
 MINNEAPOLIS, MN 55415
 PH: 612-331-0337 FAX: 612-331-0971

Architects provide this plan, specification of materials and workmanship as a guide for construction and that later in the construction process, the contractor shall be responsible for the final appearance of the work.
 MINNEAPOLIS, MN No. 13-0001
 Date: 05/13/13

DATE: 05/13/13
 DRAWN BY: J&B
 CHECKED BY: J&B
 PROJECT: 13-0001

PROJECT: APPLWOOD POINTS OF SHOREVIEW
 SHOREVIEW, MN
 FOR UNLIMITED PROPERTIES RESIDENTIAL, LLC

SCALE: 1/8"=1'-0"
 SHEET NO. 4.3

13-04





EXTERIOR ELEVATION NO.13



EXTERIOR ELEVATION NO.15



EXTERIOR ELEVATION NO.16

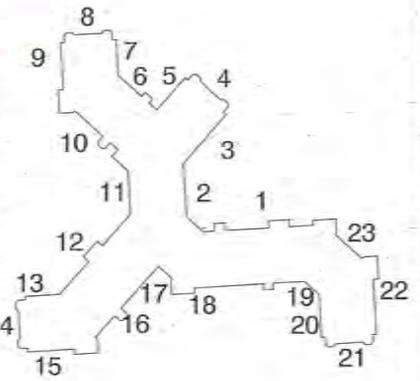
39'-5 1/4"



EXTERIOR ELEVATION NO.17



EXTERIOR ELEVATION NO.114



ASH

JOSE ANDREWS, INC. 1976
KINGSTON, PA 03438
PH: 903-332-0377 FAX: 903-332-0870

PROJECT: APPLICABLE POINTS OF VIEW FOR UNFLO PROPERTIES RESIDENTIAL, LLC
DATE: 12-34
SCALE: 1/8"=1'-0"

SHEET NO. 4.4

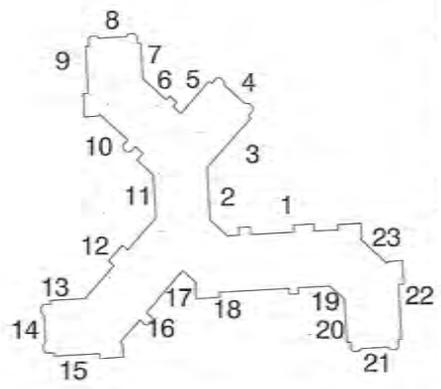


EXTERIOR ELEVATION NO.19



EXTERIOR ELEVATION NO.20

EXTERIOR ELEVATION NO.21



WASH ARCHITECTS, INC.
 1425 ALABAMA ST. SUITE 375
 MINNEAPOLIS, MN 55414
 PH: 612-339-8877 FAX: 612-339-0974
 www.washmn.com

DATE: 08/13/13
 DRAWING NO: 13-11-01

PROJECT: APPLEWOOD FORTE OF BIRCHVIEW
 BIRCHVIEW, MN
 FOR UNITED HIGHRISE RESIDENTIAL, L.P.

EXTERIOR ELEVATIONS
 SCALE: 1/8"=1'-0"

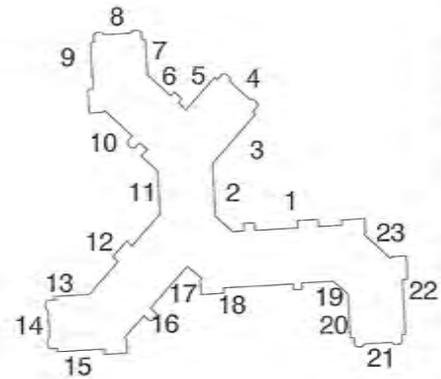
12-34



EXTERIOR ELEVATION NO.22



EXTERIOR ELEVATION NO.23



JSH ARCHITECTS, Inc.
 370
 MANASSAS, VA 20108
 Ph: 541-382-4377 Fax: 541-382-4378

1. I hereby certify that this plan, specification or
 description was made by me or under my direct
 supervision and that I am a duly Licensed
 ARCHITECT, VA.
 Date: 08-19-13 Reg. No. 13338

DATE: 08-19-13
 PROJECT: 11-54513
 TITLE: 11-54513
 DRAWN BY: JSH

PROJECT: APPL/WOOD POINTS OF BONEVIEW
 BONEVIEW, VA
 FOR UNITED PROPERTIES RESIDENTIAL, LLC

DATE: 08-19-13
 EXTERIOR ELEVATIONS
 SCALE: 1/8"=1'-0"

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve the Final Plat, Autumn Meadows, submitted by Pulte Homes – MN Division to subdivide the property at 5878 Lexington Avenue into 25 single-family residential lots, subject to the following:

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 over infrastructure as required. Drainage and utility easements along the roadways shall be 10’ wide and along the side lot lines these easements shall be 5’ wide or as required by the Public Works Director.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The Final Plat will not be released by the City until the items identified in the City Engineer’s memo are addressed and the stormwater management system is approved by the Public Works Director.

This 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 and housing.
2. The subdivision complies with the City’s development code standards for plats and single-family residential development.
3. The proposed low density residential use will not adversely impact the planned land use of the surrounding property.
4. The Final Plat is consistent with the previous Preliminary Plat approval.

ROLL CALL: AYES _____ NAYS _____

Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

Regular City Council Meeting – February 18, 2014

TO: Mayor, City Council and City Manager

FROM: Kathleen Castle, City Planner

DATE: February 14, 2014

SUBJECT: File 2515-14-05 Final Plat – Noreen/Pulte Homes of Minnesota, 5878 Lexington Avenue

Introduction

Pulte Group – MN Division received approval in December of 2013 to subdivide and develop the property at 5878 Lexington Avenue into 25 lots for single-family detached homes. The applications submitted for this development project include the following:

- 1) Rezoning – changing the zoning designation from UND, Urban Underdeveloped to R1, Detached Residential.
- 2) Preliminary Plat – to plat the property into 25 parcels for single-family residential development.

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

Project Summary

The property has an area of 9.375 acres and is located north of Lexington Avenue between the terminal points of Woodcrest Avenue and Bucher Avenue. Existing site improvements include a single-family home and accessory structures with driveway access off Lexington Avenue.

The development plan identifies the extension of Woodcrest Avenue and Bucher Avenue to provide access to the single-family residential lots. The existing access point off of Lexington Avenue would be closed but used for a neighborhood trail connection. Stormwater will be managed through an underground infiltration chamber located beneath Outlot A.

Final Plat

The final plat, Autumn Meadows, dedicates the property needed for the extension of Woodcrest and Bucher Avenues and the required easements over drainage and utility infrastructure and along parcel boundaries. An easement is also provided over a neighborhood trail that will connect to a future trail in Lexington Avenue. The parcels comply with the minimum standards of the R1, Detached Residential District and the Subdivision Code.

Outlot A is a separate parcel that will be improved with underground stormwater storage and infiltration system that complies with the required infiltration, water quality and peak runoff rate reduction standards. A homeowner's association will be created to manage the green space located in this landscaped island.

The proposed stormwater management system has been reviewed by the City Engineer. While the overall concept of the plan is acceptable, further modifications are needed to address design

and maintenance concerns. The Developer has indicated that they will continue to work with Staff on the needed revisions. The City will not release the Final Plat until the items identified in the City Engineer's memo are addressed.

Public and Agency Comment

The Final Plans were mailed to other agencies for review and comment. No comments have been received.

Recommendation

The submitted applications and plans have been reviewed and found to comply with the previous approvals. Staff recommends the Council approve the Final Plat, including the Development Agreements, subject to the following conditions.

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 over infrastructure as required. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The Final Plat will not be released by the City until the items identified in the City Engineer's memo are addressed and the stormwater management system is approved by the Public Works Director.

Attachments:

1. Memo from City Engineer dated February 12, 2014
2. Site Development Agreement, including Exhibits
3. December 16th City Council minutes
4. Location Map
5. Submitted Statement and Plans
6. Motion

T:/pcf2014/2515-14-05/5878Lexington -PulteHomes/ccreport

Date: February 12, 2014
To: Kathleen Castle, City Planner
From: Tom Wesolowski, City Engineer
Subject: Final Plat review comments for Autumn Meadows

The City of Shoreview Engineering staff has reviewed the following items submitted for the Autumn Meadows:

Final Plat
Erosion and Sediment Control Plan Sheets 1-3 – dated 1/10/2014
Civil Plan Sheets 1–16 – dated 1/24/2014
Stormwater Management Plan – dated January 24, 2014
Landscape/Tree Replacement Plan

The Engineering staff has the following comments regarding the submittal:

General Notes:

1. The developer has submitted a stormwater management design that includes information on the existing and proposed drainage. The design did meet or exceed the requirements of the City's SWMP, but staff had concerns about the maintenance of the proposed treatment BMPs. Mark Maloney and Tom Wesolowski had discussions with the consulting engineer, Alliant Engineering, about the concerns. Alliant Engineering stated they will work with City staff to redesign the treatment BMPs based on our comments and submit a revised stormwater management design. Changes to the treatment BMPs may require modifications to the plat for drainage and utility easements.
2. Construction access to the site shall be from Lexington Avenue.

Civil Plan Sheets

1. Sanitary Sewer and Water services for the existing house are required to be abandoned at the mains or as required by the City Engineer.
2. Add note to utility plan sheets stating that the City's Public Works Department shall be notified 48-hours prior to connections to existing City utilities.
3. Catch basin castings shall be Neenah R-3246 with V-type grates installed on tangent grades and C-types grates installed at low points.
4. Stop signs and street name signs shall be supplied and installed by the City. The Developer shall reimburse the City for costs associated with manufacturing and installing the signs.
5. Storm sewer plan sheets have missing labels on various structures. Review for accuracy.

6. Sheet 12 – add 6-inch gate valve on the existing water main on Woodcrest Avenue on the west side of the development.
7. Sheet 13 – Change the outside drop manholes to inside drop and add details.
8. Add one additional street light at the eastern intersection of Woodcrest Avenue and Woodcrest Way. Also, install conduit and wiring from that light to the existing light on the present end of Woodcrest for conversion to LED. Install conduit and wiring from the new light on the curve of Bucher Avenue to the existing light on the present end of Bucher Avenue for conversion to LED.
9. Remove existing bituminous turn around pads at the ends of Woodcrest Avenue and Bucher Avenue. Remove asphalt and class 5 and replace with topsoil and seed or sod as directed by the City Engineer.

Landscape/Tree Replacement Plan

1. A tree preservation/protection escrow to ensure compliance with the submitted tree protection plan is required. The importance of saving the existing trees on site should be made clear to all contractors and sub-contractors, and no heavy machinery shall be stored near the root zone to avoid soil compaction. If any oak trees are wounded at any time during the spring and summer months, pruning paint shall be applied immediately to avoid contracting oak wilt. The tree fencing will be regularly inspected with erosion control inspections.
2. The Landscape plan indicates that 4 trees are required by homeowner at time of permit in addition to 1 front yard tree installed by the builder. Many lots may not have adequate space for 5 trees. Builder shall post the entire escrow for the 200 (200x \$250 = \$50,000) trees to ensure compliance or recalculate tree replacements provided by the builder. If all 200 trees are not planted the funds will be retained for the City Forestry Fund. Homeowner planted trees shall meet the same size standards: 2.5” deciduous or a 6 foot evergreen.

**SITE DEVELOPMENT AGREEMENT
FOR
PULTE HOMES OF MINNESOTA, LLC**

(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 Pulte Homes of Minnesota, LLC. their successors and assigns (hereinafter the “Developer”).

(II) On February 18, 2014 the City gave *final plat* approval to develop certain property located within the City and legally described as follows (hereinafter the “subject property”)

The South 825 feet of the West 495 feet of the Northeast Quarter of the Northeast Quarter, Section 3, Township 30, Range 23, Ramsey County, Minnesota

(Generally known as 5878 Lexington Avenue, which upon platting will comprise the subdivision to be known as Autumn Meadows.)

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

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City’s Attorney, insuring completion of any required improvements, which remain incomplete at the time of request for occupancy.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

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

- A) **Zoning.** The property within this development is zoned R1, Detached Residential.
- B) **Autumn Meadows Plat.** The approved Plat subdivides the property into 25 lots for single-family residential development, an outlot for stormwater management and dedicates public right-of-way for the extension of roadways to serve the development. The existing single-family home will be demolished along with other accessory structures and off-street parking areas.
- C) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on February 18, 2014 (**Exhibit A**) whether or not specified in this Agreement.
- D) **Demolition of Existing Site Improvements.** The property is currently developed with a single-family residential home. All existing structures and all other site

work. The Developer shall obtain a demolition permit and other permits as required. Existing sanitary sewer and water services shall be abandoned, subject to the permitting and inspection requirements of the City. Within two weeks after completion of all the development infrastructure for the plat, the existing driveway off Lexington Avenue shall be removed and the area restored with vegetation. Any wells on the property shall be sealed according to the requirement of the State of Minnesota Department of Health. Copies of the sealing records shall be sent to the Shoreview Public Works Department.

- E) **City Permits Required.** The Developer shall not commence any tree removal, grading or erosion control activity until a grading permit is issued. A demolition permit and sanitary sewer/water permit are required for the removal of any structures.
- F) **Other Agency Permits and Approvals.** It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction. The applicant shall obtain an NPDES permit and Rice Creek Watershed permit before any City permits are issued for this site.
- G) **Homeowners Association.** The Developer shall create a Homeowners' Association for the project. The Homeowners' Association documents (articles of incorporation, bylaws, rules and regulations, replacement reserve study and covenants) shall be reviewed and approved by the City Attorney prior to recording and shall include the following:
1. The Homeowners' Association shall maintain landscaping throughout the development, including the vegetation and plant materials on Outlot A, and maintenance shall be consistent with the approved landscaping plan.
 2. Membership in the Homeowners' Association must be mandatory for each property owner and any successive buyer of all lots. The dues for such membership must be established to adequately meet the expenses of maintenance and fulfillment of all responsibilities of the Association as set forth in this agreement.
 3. All units shall have uniform address signs, mailboxes and newspaper boxes that conform to the United States Postal regulations and requirements as approved by the Association.
- H) **Public Recreation Use Dedication Fee.** The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value (FMV) of the land by reference to current market data, if available, or by obtaining an appraisal of the land from a licensed real estate appraiser. The developer shall pay the cost of such appraisal. The fair market value conclusions of the appraiser shall be conclusive. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or release of the final plat by the City. The FMV of the existing parcel has been determined to be **\$2,300,000.00**, as identified in the purchase

agreements dated May 23, 2013 and executed by United Properties and the respective property owners of the existing parcels.

- 1) Residential Use. The Cash Equivalency Payment required for residential uses is based upon the density of dwelling units per acre on the development, and the FMV of the land. The proposed development has a density of **2.67 units per acre**, therefore, **the Cash Equivalency Payment shall equal 5% of the fair market value**. The appraised Fair Market Value of the property is **\$2,300,000.00** and **the Cash Equivalency Payment required is \$110,400.00**, and this amount includes a credit equal to 1/25th shall be given for one unit in recognition of the existing home at 5878 Lexington Avenue.
- I) **Building Permit Issuance** The City will not issue building permits, except for a model home, until: The concrete curb and gutter and base asphalt pavement surface is installed; Grading as-builts have been submitted by the Developer, and reviewed and approved by the City; All public utilities are inspected and approved by the City; and Erosion Control is installed or seeding and mulching of the site is completed and approved by the Public Works Director.
- J) **Model Homes**. Developer shall be allowed two building permits to construct model homes prior to installation of the base asphalt course of the public street. Developer hereby agrees to indemnify and hold harmless the City for any damages that may occur as a result of the construction of model homes prior to the completion of the required improvements. No certificate of occupancy shall be issued for any model home until the base asphalt course of a public street is completed and approved by the Public Works Director. If the model home is occupied prior to the completion of the base asphalt course of the adjacent public street improvement and acceptance of such streets by the City, Developer shall provide all maintenance necessary for such streets including snowplowing, until street improvements have been completed and accepted by the City.
- K) **Improvements – Plans and Specifications**. All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications submitted for the Final Plat. The approved plans include the subdivision of this property into 25 lots for single-family residential use, the installation of public streets, municipal utilities and stormwater management. All requirements attached to said project by the City's Council on February 18, 2014, as conditions of the Final Plat approval, are to be satisfied whether or not identified in this document. Minor changes may be permitted if approved by the Public Works Director.

The Developer agrees to provide the City with four copies of the final plans and specifications for the proposed improvements in form and a time satisfactory to City Staff. No construction may begin until the plans and specifications have been approved.

Staff. No construction may begin until the plans and specifications have been approved.

- L) **Tree Replacement and Protection.** The Developer agrees to protect and preserve trees in accordance with the tree preservation and replacement plan approved by the City Council. Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Preservation and Replacement Plan.

Protective tree fencing shall be inspected by the City Environmental Officer prior to the issuance of a grading permit and commencement of any grading or site development activities. All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence.

The developer shall submit a **cash surety in the amount of \$7,500.00** to ensure said protection measures will be installed and maintained during construction. If landmark trees are damaged during construction, the replacement ratio is 6 trees per damaged landmark tree at a rate of \$250.00 per replacement tree.

Tree replacement shall be required as specified in the City's ordinances. If the number of trees required to be replaced cannot be planted on the development site, the Developer agrees to provide a cash contribution to the City's Forestry Fund at a rate of \$250.00 per replacement tree.

- M) **Landscape Installation.** Prior to issuance of a grading permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting. Said plan shall include those plant materials required for tree replacement as specified in Section L) above.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$50,000.00** is required prior to the issuance of any permits for this project. The financial security may be submitted in the following forms: a certified check, a cash deposit, or a letter of credit. The City shall retain the escrow for a period of at least one year after installation to insure survival of the landscape improvements.

- N) **Street Lighting.** The developer is responsible for paying all costs associated with the design and installation of the streetlights and required electrical metering. Streetlights are required for this development and shall be installed in locations approved by the

Public Works Director. Costs of the lighting improvements is estimated to be as identified in **Exhibit B**.

- O) **Neighborhood Trail Connection**. The Developer shall grant to the City a 20-foot easement for trail purposes centered on the common side lot line between Lots 4 and 5, Block 1. The trail shall be constructed in accordance with the approved plans and specifications.
- P) **Sewer and Water Utility Improvements**. All sewer and water service stubs to the front property line shall be constructed in accordance with the City's ordinances and regulations, and pursuant to specifications approved by the Public Works Director.
- Q) **Trunk Water and Facility Charge**. The City established this Charge to help pay for the trunk water facilities, and it is collected in two parts, consistent with City Ordinance. Prior to the commencing construction activity on-site, the Developer will be required to pay the first part, which is an equal amount to \$7.75 per front foot for all streets within or abutting the plat, as computed by the Public Works Director and consistent with City regulations. **The cost for this plat \$14,725.00.**
- R) **Erosion Control**. An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.*

The development is subject to the Erosion Control Agreement (**Exhibit E**) for the Plat, and the Developer agrees to the terms and conditions of that Agreement.

- S) **Site Restoration**. All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade unless development is completed between November 15th to April 15th, then said disturbed areas shall be seeded and disk anchored mulched or sodded by May 15th. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.
 - 1. All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

T) **Stormwater Management.**

- 1) Public Stormwater Infrastructure. All public storm water ponds shall be designed to accommodate the requirements of the City's Surface Water Management plan. All ponds, drainageways and stormwater chambers shall have a dedicated public drainage easement that will encompass the 100-year high water level of the pond. An access of no less than 20 feet wide shall be provided to the City to provide access and regular inspections to the ponding area with City equipment.

U) **As-Builts and Grading Certification** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:

1. The final site grading and all improvements;
2. All public infrastructure, including the storm sewer system, the water main system and the sanitary sewer system. Profiles are required.

The as-builts shall conform to the standards specified in **Exhibit D**. The Developer shall deposit an escrow in the amount of **\$8,500.00** as surety for the as-built survey. The Developer shall provide the City with as-builts of the public infrastructure, including water, sanitary sewer, storm sewer and services.

V) **Certificate of Insurance.** The Developer shall provide, prior to execution of the Development Agreement, evidence that the contractor hired for the site work has insurance in the form of a Certificate of Insurance issued by a company authorized to do business in the State of Minnesota, which includes workman's compensation and general liability.

W) **Pre-construction Meeting.** The City will require a pre-construction meeting to be conducted prior to any work being performed on the project. The City staff, Developer, Project Manager, and Contractor shall attend the meeting. The City encourages that sub-contractors attend the pre-con meeting. The meeting will be conducted at the City of Shoreview City Hall.

X) **Inspections.** The City has an interest in the future public infrastructure proposed for this development.

1. The Developer is solely responsible for the construction management and all construction activities.
2. The Developer agrees to pay all costs associated with City inspection and testing of the proposed public utilities. A City inspector is required to be on-site during the construction and installation of all utility infrastructure, in order to verify that the construction and installation is completed in accordance with City standards and the approved plans. The Developer agrees to escrow an amount

equal to the estimated cost of the City Inspector and associated utility testing. Inspection and testing costs by the City will be deducted from this surety. Any balance remaining upon completion of the project shall be refunded to the Developer, upon approval of the City Council. If the entire surety is utilized prior to completion of the project, the Developer agrees to escrow the additional funds estimated by the City as necessary for inspection of for the remaining portion of the work.

3. **The estimated cost of the City Inspector and utility testing is \$35,000.00.** A cash surety in this amount shall be submitted prior to issuance of any permits for this project.

Y) **Administrative Fee.** In addition to filing and application fees, the Developer agrees to pay to the City an Engineering Overhead Fee, which shall be as set forth in the City Overhead Charge Table attached as **Exhibit C**. The total project cost for public improvements shall be estimated by the City Engineer. The administrative fee shall be paid before the commencing construction activity on-site by the City. **The fee for this project is \$6,820.98**

Z) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
2. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees within the plat boundaries must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Lexington Avenue or local streets located outside of the plat boundaries. No fill, excavated material or construction materials shall be stored in the public right-of-way.
3. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
4. **Site Maintenance.** The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Woodcrest Avenue, Bucher Avenue and

Lexington Avenue on an as needed basis, and at least once weekly while the property is being graded. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets where sediment is accumulating on said streets from construction and other site traffic, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.

5. Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease, until conditions on the site are approved by the Public Works Director. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year. Work may be performed after November 1st only with the approval of the Public Works Director, and if permitted such work shall comply with MNDOT specifications.
 6. Bituminous and Concrete Material Acceptance. The City will not accept concrete curb and gutter that has structural or cosmetic defects. The City will identify all defective curb for removal. The City will not accept bituminous base course with less than 91.5% density or that has an open graded appearance as determined by the Public Works Director. This is considered to be rejected and will be required to be removed at the Developers expense. At no time shall the bituminous wear course be installed after October 1st of any calendar year or prior to weight restrictions being lifted in the Spring.
 7. Televising. All storm sewer and sanitary sewer shall be televised prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. The City will review and must approve the televising tapes prior to commencing with the roadway construction. All televising media shall be submitted on DVD. VHS tapes will not be accepted.
 8. Site Access. Construction traffic and equipment associated with the completion of all the development infrastructure for the plat shall access the site utilizing the existing driveway off Lexington Avenue.
- AA) 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.

- BB) **Other Costs.** In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.
- CC) **Surety Calculation.** If the Developer chooses to construct all or a portion of the improvements required by the City regulations after the time of final plat approval, the Public Works Director, prior to final plat approval, shall prepare a Statement of Required Improvements and Security identifying the improvements to be completed, estimating the cost of the improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the improvements to be completed, specifying a completion date for said improvements, indicating the preparer of the document, and specifying the date of preparation. The Statement of Required Improvements and Security shall be signed and dated by the Developer and shall be attached to the Development Contract as **Exhibit B.**
- DD) **Provision of Surety.** The Developer agrees to provide the City with a self-renewing Letter of Credit insuring completion of those improvements identified in **Exhibit A.** The surety may be reduced from time to time as work is completed and approved by the City. The City will retain a minimum 10% of the surety until all required work has been completed, inspected and approved. The form of Letter of Credit shall be approved by the City Attorney and shall reference the Development Contract, shall describe the procedures to be followed by the City for obtaining funds to construct improvements where necessary, and shall contain other provisions necessary to protect the City's interests. **THE DEVELOPER UNDERSTANDS THAT NO PERMITS OF ANY KIND WILL BE ISSUED UNTIL THE CITY ACCEPTS THIS LETTER OF CREDIT.**

If the Developer conveys its interest in the subject property or any part thereof, or if the Developer assigns its right to construct improvements or otherwise develop the subject property, it shall first notify the City. In the event of a conveyance or assignment prior to completion of the improvements and the development of the subject property, the Letter of Credit shall not be released unless it is replaced by a new Letter of Credit agreement satisfactory to the City.

- EE) **Release of Surety.** The City will consider the release of sureties upon the written request of the Developer. Sureties will not be released until the Developer has demonstrated that the development complies with the approved plans and applicable City Ordinances and standards. Prior to the completion of a project, the Developer may request a partial release of said surety; the City will upon inspection and approval of the improvements will partially release the surety. The City will retain a minimum of 10% of the surety until the development is completed and the Developer demonstrates that the development complies with the approved plans and applicable

FF) **Expiration.** Said public and private improvements required by this Agreement shall be completed by, **except the bituminous wear course shall be installed prior to , but not prior to issuance of the Certificate of Occupancy for a minimum of the 25 houses in the development.** The Developer may request an extension to this deadline in writing at least 45 days in advance of the expiration date. Any extension is subject to the approval of the City Council.

GG) **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.

HH) **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.

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 _____ day of _____.

PULTE HOMES OF MN, LLC

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

Attachments:

- Exhibit A – Development Terms
- Exhibit B - Required Improvements
- Exhibit C – Administrative Fee Schedule
- Exhibit D – As-Built Requirements
- Exhibit E – Erosion Control Agreement
- Exhibit F – Public Use Dedication Fee

EXHIBIT "A"

DEVELOPMENT TERMS

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 over infrastructure as required. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.
4. The Final Plat will not be released by the City until the items identified in the City Engineer's memo are addressed and the stormwater management system is approved by the Public Works Director.

EXHIBIT "B"

STATEMENT OF REQUIRED IMPROVEMENTS AND SECURITY

AUTUMN MEADOWS

A. MAJOR IMPROVEMENTS

1. Street and Public Utilities	\$ 813,270.00
2. Street Lights @ \$6,000.00 Ea.	18,000.00
3. Street Signs - ID and Stop Signs	<u>1,200.00</u>
	\$ 832,470.00
Per Ordinance	<u>1.25</u>
	\$1,040,587.50

B. MISCELLANEOUS IMPROVEMENTS

1. Boulevard Sod 2,288 S.Y. @ 3.00 S.Y.	\$ 6,864.00
2. Seal Coating 5,040 S.Y. @ \$0.95 S.Y.	4,788.00
3. As-built Drawing (Electronic & Hard Copy)	<u>8,500.00</u>
	\$ 20,152.00
Per Ordinance	<u>1.25</u>
	\$ 25,190.00

TOTAL A \$1,040,587.50
TOTAL B 25,190.00

GRAND TOTAL \$1,065,777.50

NOTES: Completion Date for Major Improvements - October 1, 2014
Completion Date for Misc. Improvements - October 1, 2015
Administrative Overhead Fee is based on \$852,622.00

PULTE HOMES OF MN, LLC

Prepared by: Tom Hammitt/Tom Wesolowski
Date: February 13, 2014

EXHIBIT "C"

OVERHEAD CHARGE TABLE AND RATE FEE

<u>PROJECT CONTRACT AMOUNT FOR PUBLIC IMPROVEMENTS</u>	<u>AMOUNT</u>
\$0.00 to \$100,00	2.00%
\$100,001 to \$200,000	1.70%
\$200,001 to \$300,000	1.40%
\$300,001 to \$400,000	1.10%
\$400,001 and over	0.80%

Rates Approved
Dated: June 2, 1982

EXHIBIT D

Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blueline sets of record drawing plans of the project for review purposes.

Upon final approval of the blueline record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepias from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

Electronic As-Builts

1. Required on compact disk or DVD.
2. All information must be in AutoCAD R14 version or newer in DWG format.
3. Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.
4. As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.
5. Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GV's, etc.) in Ramsey County coordinates.
6. Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

General

1. All construction contractor names should be noted on each page.
2. Record Plan stamp with date should be shown on each page.

3. All utilities in Ramsey County coordinates system.
4. All ties should be less than 100'.
5. Grading limits and elevations.
6. Bench marks used and TNH elevations.

Grading Plan As-Built

1. Existing ground elevations at all lot corners
2. Spot elevations at all house pads (hold down elevations)
3. Spot elevations of pond bottom (50' maximum grid)
4. Drainage and utility easement and outlot spot elevations
5. Pond water elevations and date taken.
6. Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

Sanitary Sewer, Water Main

1. As-built elevations (invert & rims), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run and for services
3. Wye stationing and location from TV reports
4. Elevation of riser
5. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.
6. All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:
 - The building or structure being served, with address
 - Fire hydrants
 - Manholes, catch basins
 - Neighboring structures, with the address noted
 - Other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
7. All gate valves shall be tied with at least two ties, using the following priorities:
 - Fire hydrants
 - Manholes
 - Catch basins
 - Neighboring structures, with the address noted
 - Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)
 - Power poles, streetlights, etc.
8. As-built elevations of each hydrant at top nut
9. Any deviations of fittings from those shown on the plan
10. Note describing pipe type and size for mainline and for services
11. Stationing of corporation stop on water main

Storm Sewer

1. As-built elevations (invert & rim), pipe lengths, and grades for all lines
2. Note describing pipe type and size for each run.
3. Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.
4. As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

Streets

1. Show where fabric has been placed in the streets on the plan portion of the as-builts.
2. Show locations where subgrade corrections were done on the projects as approved by a soils engineer.

EXHIBIT E

**EROSION CONTROL ESCROW AGREEMENT
PULTE HOMES OF MN, LLC**

- (A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the “City”), and Pulte Homes of MN, LLC, its successors and assigns (hereinafter the “Developer”).
- (B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a financial surety, in a form approved by the Public Works Director, to the City of Shoreview in the amount of **\$28,125.00**. This amount was calculated based on the area of the subdivision proposed for development.

The Developer has submitted this financial surety to the City on the following conditions:

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

(C) The Developer agrees to reimburse the City at a rate of \$70.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

IN WITNESS WHEREOF, the City and the Developer have executed this agreement this 18th day of February, 2014.

PULTE HOMES OF MN, LLC

CITY OF SHOREVIEW

Its

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

EXHIBIT F

Pulte Homes of MN,
Subdivision known as Autumn Meadows (5878 Lexington Avenue)

**Public Use Dedication Fee
Cash Equivalent Calculation**

Fair Market Value of Development Site:	\$ 2,300,000.00
96% of the site FMV:	\$ 2,208,000.00
Fee, based on a rate of 5%	\$ 110,400.00

Notes:

1. City approval of the subdivision resulted in twenty-five lots for single-family residential development, a net increase of twenty-four single-family residential lots. Credit is given for the one existing lot.
2. The fee is based on the 96% of the site fair market value, as identified on the appraisal dated.
3. Dwelling density is 2.67 units per acre (25 single-family residential lots on 9.375 acres).

- shall be submitted for review and approval by the City Planner prior to submittal of the final plat application.
8. The Final Plat shall include drainage and utility easements along all property lines. Drainage and utility easements along the roadways shall be 10 feet wide and 5 feet wide along the side and rear lot lines. Other drainage and utility easements shall be provided over the proposed ponding areas, infiltration basins and as required by the Public Works Director.
 9. The developer shall secure a permit from the Ramsey Washington Metro Watershed District prior to commencing any grading on the property.
 10. 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. The Development Agreement shall address:
 - a. Construction management and nuisances that may occur during the construction process.
 - b. Removal of the existing structures and supporting infrastructure.
 - c. Landscape maintenance
 11. 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. The proposed redevelopment plan supports the policies stated in the Comprehensive Plan related to land use, housing and redevelopment.
2. The proposed redevelopment plan carries out the recommendations as set forth in the Housing Action Plan.
3. The proposed redevelopment plan will not adversely impact the planned land use of the surrounding property.
4. The proposed deviations permit this site to be redeveloped with a use that expands life-cycle and affordable housing, including housing choice in the city.

ROLL CALL: Ayes: Quigley, Wickstrom, Withhart, Martin
 Nays: Johnson

REZONING/PRELIMINARY PLAT - 5878 LEXINGTON AVENUE

Presentation by City Planner Kathleen Castle

The proposal is to rezone the subject property from UND, Urban Underdeveloped to R1, Detached Residential. A preliminary plat is submitted to plat the property into 25 parcels for single-family residential development. The property consists of 9.375 acres with access off Lexington Avenue. The property is between the dead end of Woodcrest on the west and Bucher Avenue on the east. Adjacent land uses include detached single-family residential, multi-family housing and institutional with the water tower. There is one single-family home on the property with accessory structures.

Rezoning to R1, Residential is consistent with the City's Comprehensive Plan. This use is consistent with adjoining land uses and will not have significant adverse impacts. A Development Agreement is required to be executed as a condition of approval.

The preliminary plat complies with all City subdivision and zoning standards. The proposed density is 2.67 units per acre; up to 4 units per acre is allowed. In a 2005 Needs Assessment Study, this property was identified as a possible park location. However, since that time, City policy has moved away from developing small parks but instead focuses on improvements and connections to community parks. A public use dedication fee would be required and used to help cover trail improvements that would expand the trail along Lexington to improve connection to Turtle Lake School, the Rice Creek Open Space and McCullough Park.

Woodcrest and Bucher Avenue would be extended to connect both sides of the property. All lots comply with minimum standards for the R1 Residential District. There are 87 landmark trees that will be retained; 187 trees are required to replace trees that are to be removed.

The storm water management plan has been revised. An infiltration basin has been replaced with an underground infiltration chamber. The rain gardens have been replaced with a low area that will hold storm water during 10-year and 100-year events. This plan complies with the Rice Creek Watershed standards.

Property owners within 350 feet were notified of the development proposal, and development signs were posted on the property. The Fire Marshal has indicated no concerns. Property owners have expressed concerns about drainage, parkland needs and traffic. The Planning Commission reviewed the proposal and held a public hearing at its December 3rd meeting and recommended Council approval with a 6 to 0 vote with one abstention. Staff is recommending approval of rezoning and the preliminary plat with the conditions listed in the staff report.

Mr. Ian Peterson, Pulte Homes, stated that he would be happy to answer any questions.

Mayor Martin asked the type of homes that are planned and the price point. **Mr. Peterson** answered that most house plans will be two stories; one plan is a one-story home. The size ranges from 2600 to 3200 square feet at an average price of \$520,000.

Councilmember Quigley asked for details on the trail links. Ms. Castle stated that there is a trail gap on Lexington with no trail on the north and east side of Lexington. A paved trail will be put in, and there will also be a trail from Bucher Avenue to Lexington.

Councilmember Wickstrom asked the timing of putting in trails. It is important that people who purchase these homes are well aware of the trails and their location. She does not want a situation where homeowners object to trails that are put in after the homes are built. Additionally, she asked that the house numbers in the new development on Woodcrest have very different numbers from the now existing Woodcrest. Ms. Castle stated that both these issues will be discussed with the developer.

Mayor Martin asked how the outlot will be maintained. Councilmember Withhart suggested additional landscaping on the outlot. Ms. Castle stated that outlot issues will be addressed in the Development Agreement.

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to approve the following requests submitted by Pulte Group – MN Division to subdivide and develop the property at 5878 Lexington Avenue into 25 lots for single-family detached homes and adopt Ordinance #915 rezoning the property from UND, Urban Underdeveloped to R1, Detached Residential. Said recommendation for approval is subject to the following conditions.

Rezoning

1. A Development Agreement must be executed and financial securities submitted prior to the City's issuance of any permits and/or release of the Final Plat.
2. Rezoning is not effective until City approvals are received for the Final Plat.

This approval is based on the following findings of fact:

1. That the proposed low density residential use is consistent with the policies of the Comprehensive Plan and with the general purpose and intent of the development regulations.
2. The proposed redevelopment plan carries out the recommendations as set forth in the Housing Action Plan.
3. The proposed residential use will not significantly and adversely impact the planned use of the surrounding property.
4. That the applicant is willing to enter into a development agreement with the City as a condition of rezoning approval.

Preliminary Plat

1. The approval permits the development of a detached residential subdivision providing 25 parcels for single family residential development.
2. Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director prior to approval of any permits or the Final Plat. Concerns identified by the City Engineer shall be addressed with the Final Plat submittal.
3. Final utility plans are subject to review and approval by the Public Works Director.
4. The final street design is subject to review and approval of the Public Works Director.
5. Comments identified in the memo dated November 25, 2013 from the City Engineer shall be addressed with the Final Plat submittal.
6. A Development Agreement, Erosion Control Agreement shall be executed and related securities submitted prior to any work commencing on the site. A Grading Permit is required prior to commencing work on the site.
7. A Public Recreation Use Dedication fee shall be submitted as required by ordinance prior to release of the Final Plat.
8. The developer shall form a homeowners association to maintain the common areas of the subdivision, which will be further described in the Development Agreement. These documents shall be in a form approved by the City Attorney.
9. The landscape/tree-replanting plan shall be provided in accordance with the City's Tree Protection Ordinance. Trees on the property, which are to remain, shall be protected with construction fencing placed at the tree driplines prior to grading and excavating. Said plan shall be submitted for review and approval by the City Planner prior to submittal of the final plat application. The developer will work with the County and City to develop a plan for dead tree and brush removal and tree replacement plantings in the land exchange area.

10. The Final Plat shall include drainage and utility easements along all property lines. Drainage and utility easements along the roadways shall be 10 feet wide and 5 feet wide along the side and rear lot lines. Other drainage and utility easements shall be provided over the proposed ponding areas, infiltration basins and as required by the Public Works Director.
11. The developer shall secure a permit from the Rice Creek Watershed District prior to commencing any grading on the property.

This approval is based on the following findings:

1. The proposal supports the policies stated in the Comprehensive Plan relating to land use and housing.
2. The subdivision complies with the City's development code standards for plats and single-family residential development.
3. The proposed low density residential use will not adversely impact the planned land use of the surrounding property.

Discussion:

Councilmember Quigley noted that outlots can present difficulties. City Manager Schwerm stated that staff will come back to the Council with details on how the outlot will be managed.

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

**AUTHORIZATION FOR PROFESSIONAL SERVICES AGREEMENT FOR
PRELIMINARY DESIGN REPORT FOR A WATER TREATMENT PLANT AND
ESTABLISH PROJECT--CP 14-02**

Presentation by Assistant Public Works Director Tom Wesolowski

The City has been a municipal water supplier for over 40 years and manages over 100 miles of water mains that vary in size with over 1,200 hydrants. The City has two 1.5 million gallon water towers, 1 million gallon underground storage tank, and 6 ground water supply wells. The City pumps on average 3.3 million gallons of water per day.

Currently, Shoreview's water quality meets all federal and state primary drinking water standards. The water does contain iron and manganese, which naturally occur in ground water supplies throughout Minnesota. At high levels, these minerals can cause aesthetic effects such as taste, odor or color. Iron levels range in wells from 0.02 to 0.22 milligrams per liter. Manganese levels range from 0.14 to 0.24 milligrams per liter. The recommended secondary standards for drinking water as established by the Environmental Protection Agency (EPA) is 0.3 milligrams per liter for iron and 0.05 milligrams per liter for manganese. The iron level in Shoreview water is slightly below this standard while manganese levels are 3 to 5 times higher.

Councilmember Quigley asked if there have been complaints from residents. Mr. Wesolowski stated that there have been increasing complaints over the years on taste and laundry issues.



Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Autumn Meadows Subdivision

485.1 0 242.54 485.1 Feet



Alliant Engineering, Inc.

January 24, 2014

Ms. Kathleen Castle
City Planner
City of Shoreview
4600 Victoria St. N.
Shoreview, MN 55126

Re: Autumn Meadows Residential Development- Final Plat Submittal

Dear Kathleen,

On behalf of Pulte Group – Minnesota Division, Alliant Engineering is submitting plans and documents in support of their application to the City of Shoreview for requested Final Plat approval of the Autumn Meadows residential development. We are providing you with the enclosed information in order to be considered for the City of Shoreview City Council review in March 2014.

Development Review Progress

Pulte Group's application to the City of Shoreview for Rezoning and Preliminary Plat for the project was reviewed and approval by City Council in December 2013. An application has been submitted to Rice Creek Watershed District and the initial review comments from RCWD have been incorporated into the revised Final Plat Civil plan documents. This narrative is also supplemented with a memo responding to preliminary plat engineering review comments and also listing other plan changes required by RCWD and to complete final engineering design.

General Description

The proposed project plat boundary includes land currently owned by the Noren family and amounts to approximately 9.4 acres. The property is currently zoned UND – Urban Under Developed and is surrounded by properties zoned R-1 – Detached Residential to the west, south and east and R-3 – Multi Dwelling Residential to the north. The proposed development has been designed to meet City Zoning Code criteria of R-1 – Detached Residential and thus fits in with neighboring properties. The R-1 plan as proposed will create 25 new single family lots and 1 outlot.

Proposed Plan

The existing property currently splits Woodcrest Ave (public), which was stubbed to the east and west property lines of the site in the past. The site also had Bucher Ave (public) stubbed to it in the southeast corner. The development as proposed will finish the connection of the Woodcrest Ave stubs and extend Bucher Ave to Woodcrest Ave, completing both roads.

A bituminous trail connection has been added to the plan as requested by the City in the Preliminary Plat review process. The trail will be routed from the southwest corner of the site from Lexington Avenue to the Northeast along the lot line of Lots 4 and 5 of Block 1. The trail will coincide with the sanitary sewer easement along that lot line. The trail will connect to a future trail along the east side of Lexington Avenue.

All three existing watermain stubs from Woodcrest Ave and Bucher Ave will be connected to thus completing the public watermain loop through the property.

The development will connect to the sanitary trunk sewer in the southwest corner of the site adjacent to Lexington Ave. This connection point eliminates the need to disrupt any of existing Woodcrest or Bucher Ave's as the sanitary manholes in those streets were left well short of the property line and roadway stubs.

The stormwater management plan for the development has been designed in consideration of the regulations of the City of Shoreview and Rice Creek Watershed District. In coordination with the City's Engineering Staff the previous stormwater management system has been modified. The drainage routing will remain exactly as previously designed but the storage facilities have been revised. At the request of Staff, the system has been redesigned to primarily use underground stormwater storage and infiltration. The underground system will replace the need for surface infiltration in the central outlot and the need for a rain garden in the northeast corner of the project. The central outlot will still be used for temporary short duration ponding in larger storm events as needed to provide the stormwater rate control requirements of the City and RCWD. The revised facilities will provide the required infiltration, water quality and peak runoff rate reduction necessary to mitigate the impact of the additional impervious surface proposed.

The site does have some mature trees in the western 1/3 of the property. The development plan has designed and graded in attempt to maintain a large portion of those trees and the water tower screening they provide. The saved and removed trees have been accounted for per City Code and the required replacement has been included in the landscape plan.

Schedule/Phasing

If the project is approved, it is the Developer's intention to begin mass grading in spring of 2014 with public infrastructure construction directly following.

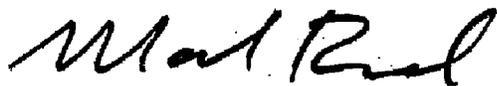
Conclusion

Pulte Group and Alliant Engineering, Inc. sincerely appreciate the preliminary input provided to date by City staff and their assistance in the plan development. We are hopeful that the information provided and enclosed with this submittal, allows for a project which recognizes the development potential of the site and is considerate of the Cities Goals and Objectives for this area.

Please call me direct at 612-767-9339 should you have any questions or comments. Thanks.

Sincerely,

Alliant Engineering, Inc.



Mark Rausch, PE
Project Manager

Cc: Ian Peterson, Chad Onsgard, PG
File



MEMORANDUM

DATE: January 24th, 2014
TO: City of Shoreview, Plan Reviewers
FROM: Mark Rausch, PE (Alliant)
Charlie Butterworth, EIT (Alliant)
SUBJECT: Autumn Meadows Engineering Review Comment Response Narrative.

This memorandum is in response to the engineering review comments for the Autumn Meadows Development dated November 25th, 2013.

Comment #:

1. The Proposed project is located within the Rice Creek Watershed District (RCWD). The project will disturb more than 1-acre, so a permit from the RCWD will be required. The City requires that all information that is submitted to Rice Creek as it relates to the proposed development also be sent to the City of Shoreview.

On behalf of Pulte Homes, Alliant Engineering has submitted a permit application to RCWD. RCWD has provided an initial set of review comments back and design adjustments have been incorporated into the Final Plat plan set for City review. All information submitted to RCWD, including the Storm Water Management Study and revised Civil Plans will be provided to the City.

2. The developer has submitted a stormwater management design that includes information on the existing and proposed drainage. The design did meet or exceed the requirements of the City's SWMP, but staff had concerns about the maintenance of the proposed treatment BMPs. Mark Maloney, Kathleen Castle, and I met with the developer and their consultant to discuss the BMPs. Based on the meeting the developer is planning to redesign the treatment BMPs based on our comments and submit a revised stormwater management design.

Treatment BMPs have been redesigned considering the aforementioned maintenance concerns of the City. Specific changes are itemized and described in a supplementary memorandum.

3. Include a trail connection at the SW corner of the development from the extended Bucher Avenue to Lexington Avenue. The City is considering the installation of a trail along the east side of Lexington Avenue.

The trail connection at the SW corner of the development has been included.

4. Sanitary Sewer and Water services for the existing house is required to be abandoned at the main or as required by the City Engineer.

Noted

5. Preferred access to the site would be off Lexington Avenue.

Noted

6. A tree preservation surety shall be included at the time of the Development Agreement to ensure proper tree protection is installed and maintained throughout construction.

Noted

7. The Landscape Plan calls for 104 replacement trees which are not shown on the plan. If homeowners are to plant 4 additional trees at each parcel with the building permit, a surety shall be held to assure compliance. Native Minnesotan trees and diversity in planting is strongly recommended. Homeowners may require education about size requirements and acceptable species.

Noted

8. The development plans will be presented to the Environmental Quality Committee for comment at their November 25th meeting.

Noted

Please let me know if you have any questions on the Final Plat submittal.

Thanks,

Charles Butterworth

Charlie Butterworth
612-767-9342



MEMORANDUM

DATE: January 24th, 2014
TO: City of Shoreview, Plan Reviewers
FROM: Mark Rausch, PE (Alliant)
Charlie Butterworth, EIT (Alliant)
SUBJECT: Autumn Meadows Stormwater Management Revision Summary

This memorandum summarizes changes made to stormwater management facilities for the Autumn Meadows development. Design modifications were made based off feedback from the City after the Preliminary Plat submittal and off comments from the Rice Creek Watershed District (RCWD).

1. The raingarden in the northeast corner of the property has been eliminated. A 42" corrugated metal pipe will be utilized for below ground storage. Rate control will be provided through an outlet control structure consisting of staged orifices and a weir wall. The grading plan includes a smaller above ground area that will be utilized for live storage. Ponding in this area will be very shallow and relatively short.
2. The infiltration basin located in the central area has been changed to an underground storage system. The underground system consists of 24" diameter corrugated metal pipes joined to a single header pipe. The 2-year storm event will be contained completely below ground, while some above ground ponding will be utilized during larger events. Similar to the north storage area, above ground ponding will be brief in duration and relatively shallow.
3. Post development peak runoff rates will be limited to less than 80% of the existing conditions.
4. The infiltration rate used in the design was 0.3 in/hr based off geotechnical analysis (compared to 0.2 in/hr in the previous design).
5. Pretreatment of runoff to the central storage system will be provided via two sumped manholes with SAFL baffles.
6. The storm sewer at the west end of Woodcrest Avenue to the underground system has been designed to account for the 100-year storm to reduce the risk for bypass flow offsite.

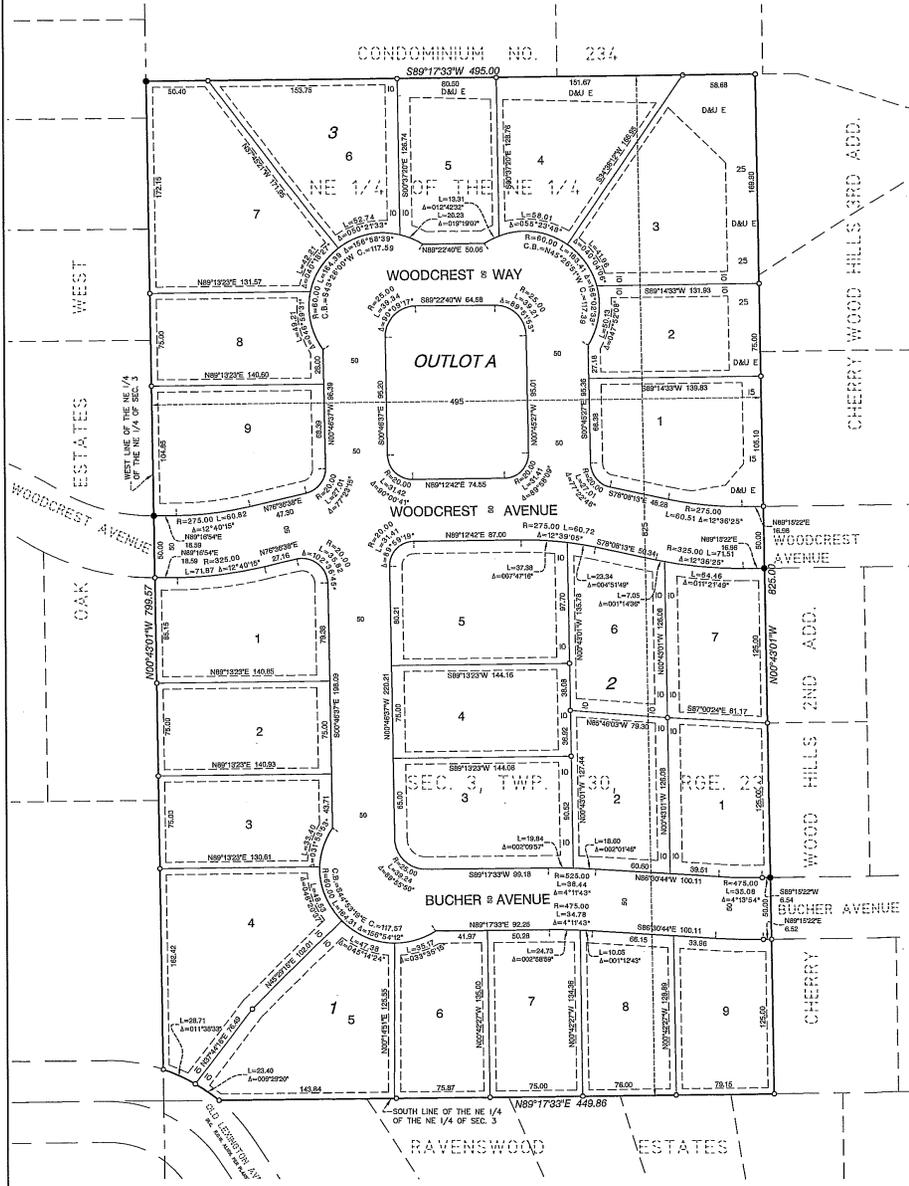
Please let me know if you have any questions pertaining to stormwater management facilities design.

Thanks,

Charlie Butterworth

Charlie Butterworth
612-767-9342

AUTUMN MEADOWS



KNOW ALL MEN BY THESE PRESENTS: That Pulse Homes of Minnesota, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Shoreview, County of Ramsey, State of Minnesota: The South 825 feet of the West 495 feet of the Northeast Quarter of the Northeast Quarter, Section 3, Township 33, Range 23, Ramsey County, Minnesota. Has caused the same to be surveyed and platted as AUTUMN MEADOWS and does hereby dedicate and donate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat. In witness whereof said Pulse Homes of Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 201__.

Signed: Pulse Homes of Minnesota, LLC

_____, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 201__ by Max McDevitt, Chief Manager of Pulse Homes of Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

Printed Name _____

Notary Public, _____ County, Minnesota
My commission expires _____

I, Dennis B. Christstad, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 201__

Dennis B. Christstad, Professional Land Surveyor
Minnesota License No. 18425

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's certificate was acknowledged before me this ____ day of _____, 201__ by Dennis B. Christstad, a Professional Land Surveyor.

Printed Name _____

Notary Public, _____ County, Minnesota
My commission expires _____

CITY OF SHOREVIEW

We do hereby certify that on the ____ day of _____, 201__ the City Council of the City of Shoreview, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.01, Subd. 2, have been fulfilled.

Sandy Martin, Mayor _____ Terry Scherm, City Manager _____

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 6, taxes payable in the year 201__ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 201__.

_____, Director
Department of Records and Revenue

By _____ Deputy

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this ____ day of _____, 201__.

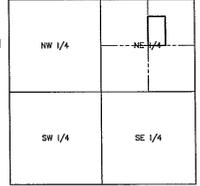
Craig W. Hinman, L.S., Ramsey County Surveyor

COUNTY RECORDER, COUNTY OF RAMSEY, STATE OF MINNESOTA

I hereby certify that this plat of AUTUMN MEADOWS was filed in the office of the County Recorder for public record on this ____ day of _____, 201__ at ____ o'clock ____ M., and was duly filed in Book ____ of Plats, Pages ____ and ____ and as Document Number _____.

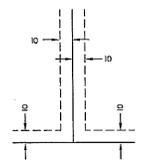
Deputy County Recorder _____

VICINITY MAP

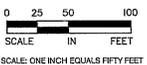


NOT TO SCALE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:



Being 6 feet in width and adjoining lot lines and 10 feet in width and adjoining right of way lines, unless otherwise indicated on the plat.



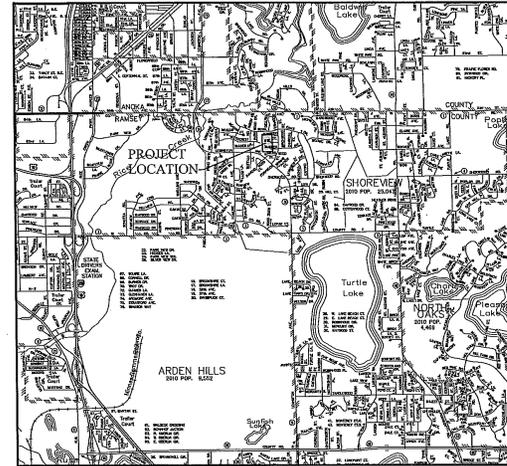
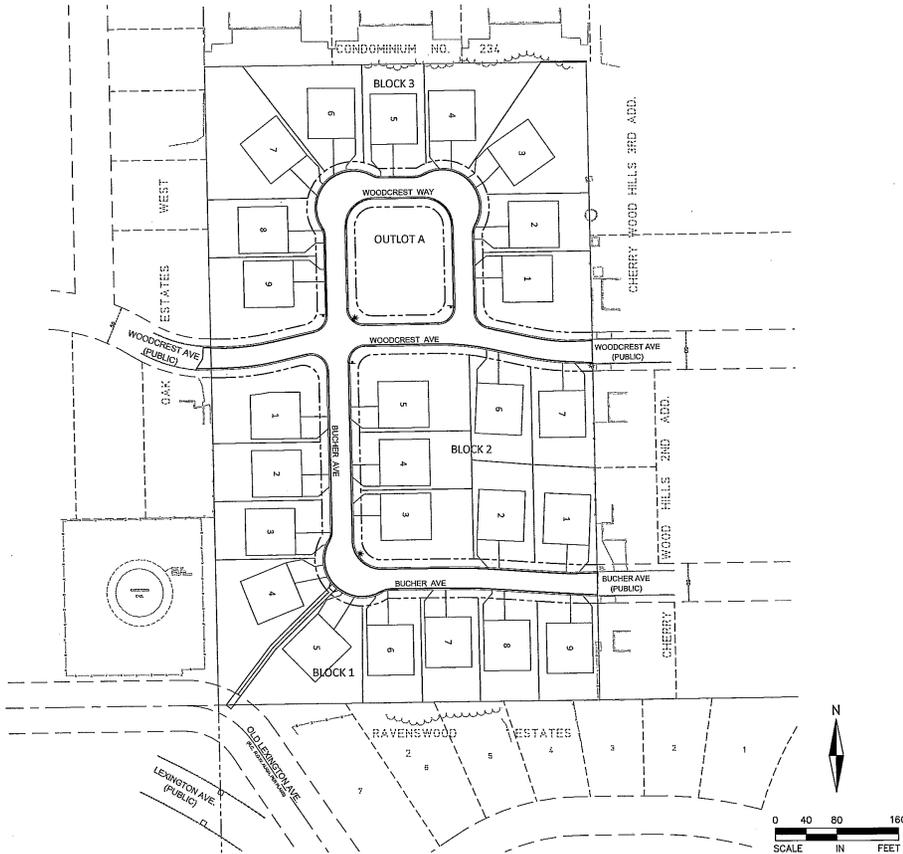
- Denotes found 1/2 inch iron pipe
- Denotes 1/2 inch x 18 inch iron pipe set marked by license no. 18425
- D&U E Denotes Drainage & Utility Easement

ANY REQUIRED INTERIOR MONUMENT LOCATION ON THIS PLAT WITH NO MONUMENT SYMBOL SHOWN, INDICATES AN INTERIOR PLAT MONUMENT THAT WILL BE SET WITH A 1/2 INCH BY 18 INCH IRON PIPE MARKED BY LICENSE NO. 18425, AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR AFTER THE RECORDING OF THIS PLAT.



AUTUMN MEADOWS

SHOREVIEW, MINNESOTA



VICINITY MAP
NOT TO SCALE

SHEET INDEX	NO.
COVER SHEET	1
EXISTING CONDITIONS SURVEY	2
DETAILS	3
SITE PLAN	4
GRADING, DRAINAGE AND EROSION CONTROL PLAN	5
GRADING NOTES AND DETAILS	6
STREET AND STORM SEWER PLAN AND PROFILES	7-8
STREET INTERSECTION DETAILS	9
STORM SEWER PLAN AND PROFILES	10-11
SANITARY SEWER AND WATERMAIN PLAN AND PROFILES	12-13
TREE INVENTORY	14
TREE PRESERVATION PLAN	15
LANDSCAPE / TREE REPLACEMENT PLAN	16

DEVELOPER
 PULTE GROUP - MINNESOTA DIVISION
 7500 OFFICE RIDGE CIRCLE
 SUITE 325
 EDEN PRAIRIE, MN 55344
 PH: 952-988-8210
 CONTACT: IAN PETERSON
 EM: ian.peterson@pultegroup.com

CONSULTANT
 ALLIANT ENGINEERING, INC.
 233 PARK AVENUE SOUTH
 SUITE 300
 MINNEAPOLIS, MN 55415
 PH: 612-758-3080
 FX: 612-758-3099

ENGINEER
 CLARK WICKLUND
 LICENSE NO. 40922
 EM: clwicklund@alliant-inc.com

SURVEYOR
 DENNIS B. OLMSTEAD
 LICENSE NO. 18425
 EM: dolmstead@alliant-inc.com

LANDSCAPE ARCHITECT
 MARK KRONBECK
 LICENSE NO. 26222
 EM: mkronbeck@alliant-inc.com

Drawing name: X:\2013\130084\plan sheets\Final Plat\130084-cove.dwg, Jan 24, 2014, 12:40pm



ALLIANT
 ENGINEERING, INC.
 233 PARK AVE. SOUTH, SUITE 300
 MINNEAPOLIS, MN 55415
 PHONE (612) 758-3080
 FAX (612) 758-3099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
 CLARK WICKLUND, PE
 DATE _____ LICENSE NO. _____

PROJECT TEAM
 DESIGNED: MFR
 DRAWN: ELA
 PROJECT NO: 213-0084
 QA/QC REVIEW
 BY _____ DATE _____

DATE	ISSUE	DATE	ISSUE
10-28-13	CITY SUBMITTAL		
12-23-13	WATERSHED SUBMITTAL		
1-24-14	CITY SUBMITTAL		

FINAL PLAT
 SUBMITTAL

AUTUMN MEADOWS

COVER SHEET

Drawing name: X:\2013\130084\plan sheets\Final\130084det1.dwg Jan 24, 2014 -- 12:40pm

CATCH BASIN (2' x 3' BOX) TYPICAL INSTALLATION
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

TYPICAL RESIDENTIAL DRIVEWAY
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

TYPICAL HYDRANT INSTALLATION
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

STANDARD MANHOLE STORM OR SANITARY
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

B618 CONCRETE C & G
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

DRAIN TILE INSTALLATION TYPICAL INSTALLATION
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

GATE VALVE AND BOX TYPICAL INSTALLATION
SEPTEMBER 2004

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

SANITARY SEWER SERVICE TYPE 'C' CONNECTION
EFFECTIVE JULY, 1995

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

WATER SERVICE CONNECTIONS
EFFECTIVE JULY, 1995

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

SURMOUNTABLE CONCRETE C & G
FEBRUARY 2005

CITY OF SHOREVIEW
ENGINEERING DEPARTMENT

Pulte Homes
ALLIANT ENGINEERING, INC.
233 PARK AVE. SOUTH, SUITE 300
MINNEAPOLIS, MN 55415
PHONE (612) 758-3080
FAX (612) 758-3089

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

CLARK WICKLAND, PE
DATE: _____ LICENSE NO.: _____

PROJECT TEAM	DATE	ISSUE	DATE	ISSUE
DESIGNED: MPR	1-24-11	CITY SUBMITTAL		
DRAWN: B.L.				
PROJECT NO: 213-0084				
QA/QC REVIEW				
BY: _____	DATE: _____			

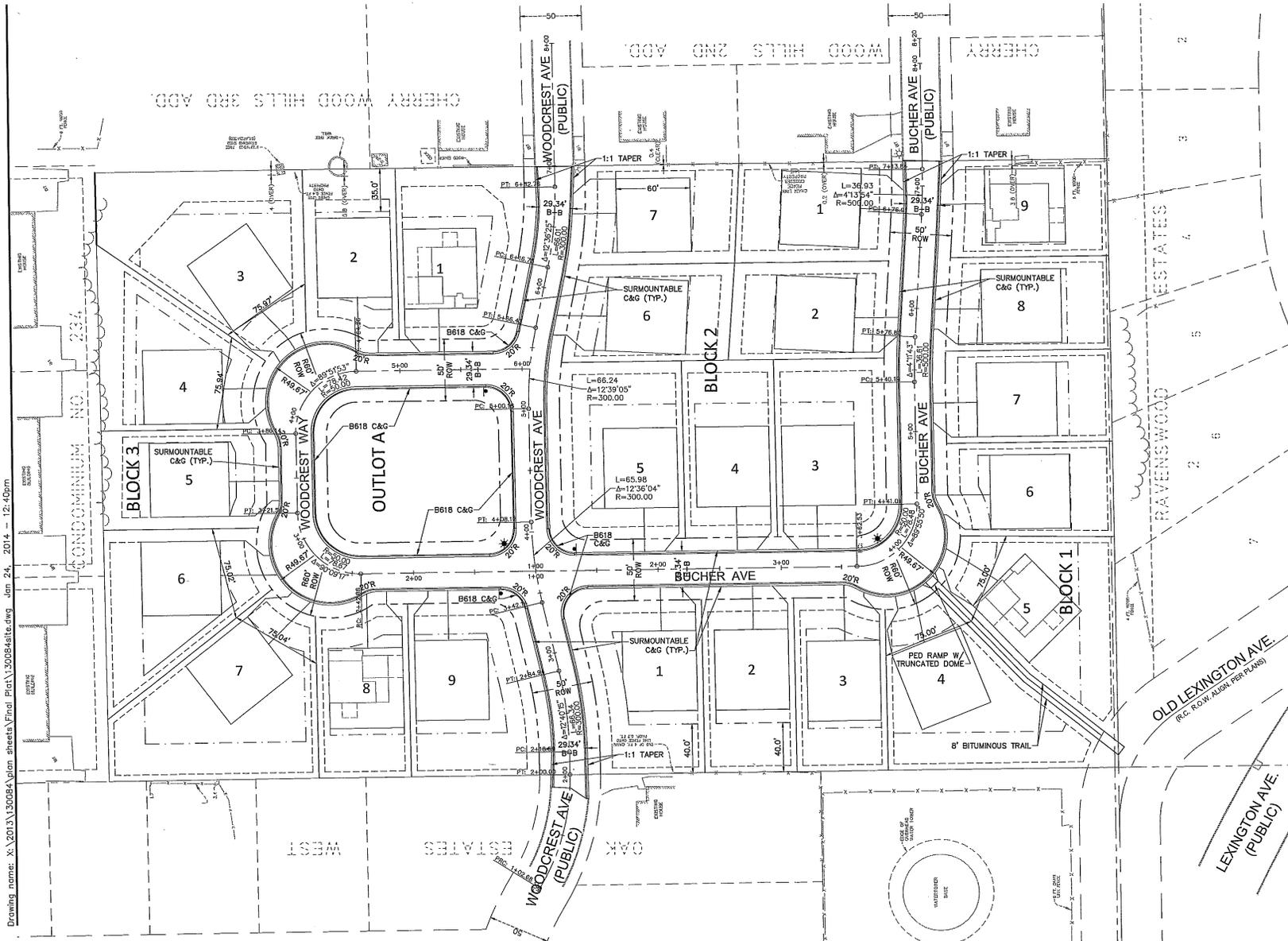
AUTUMN MEADOWS

FINAL PLAT SUBMITTAL

DETAILS

3
SHEET 3 of 16

Drawing name: X:\2013\130084\plan sheets\Final\130084site.dwg Jan. 24, 2014 - 12:40pm



LEGEND:

- PROPERTY LINE
- LOT LINE
- R.O.W
- EASEMENT LINE
- BUILDING SETBACK

SITE PLAN DATA:

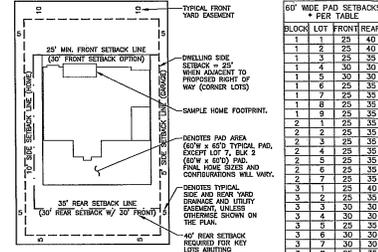
GROSS SITE AREA 9.36 ACRES / 407,718 SF
 OUTLOT A 0.36 ACRES / 15,612 SF
 INTERIOR ROW 1.93 ACRES / 83,948 SF
 NET SITE AREA 7.07 ACRES / 308,160 SF
 DWELLING UNITS 25 UNITS
 DENSITY 3.54 UNITS/ACRE

EXISTING ZONING = UMD - URBAN UNDER DEVELOPMENT
 PROPOSED ZONING = R1 - DETACHED RESIDENTIAL

LOT DATA
 MIN. LOT SIZE = 0.23 ACRES / 10,000 SF
 MIN. LOT WIDTH = 75' (AT FRONT SETBACK)
 90' (FOR CORNER LOT)
 MIN. LOT DEPTH = 125'
 MIN. SETBACKS = SEE TYPICAL LOT DETAIL BELOW

SITE PLAN NOTES:

1. DIMENSIONS ARE TO BACK OF CURB.
2. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A TEN FOOT TRANSITION. PER CITY STANDARDS.
3. ALL CURB AND GUTTER RADIIUS TO BE CONCRETE B618 CURB OTHER AREAS TO BE SURMOUNTABLE CURB UNLESS NOTED OTHERWISE, PER CITY STANDARDS.
4. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF VARIATIONS FROM THE PLANS.

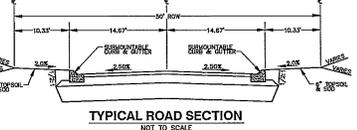


TYPICAL LOT DETAIL
NOT TO SCALE

BLOCK	LOT	FRONT	REAR
1	1	25	40
1	2	25	40
1	3	25	35
1	4	30	30
1	5	30	30
1	6	25	35
1	7	25	35
1	8	25	35
2	1	25	35
2	2	25	35
2	3	25	35
2	4	25	35
2	5	25	35
2	6	25	35
2	7	25	35
2	8	25	35
3	1	25	40
3	2	25	35
3	3	25	35
3	4	30	30
3	5	30	30
3	6	25	35
3	7	25	35
3	8	25	35
4	1	25	35
4	2	25	35



TYPICAL PAVEMENT SECTION
NOT TO SCALE



TYPICAL ROAD SECTION
NOT TO SCALE



ALLIANT ENGINEERING, INC.
 233 PARK AVE. SOUTH, SUITE 300
 MINNEAPOLIS, MN 55415
 PHONE (612) 758-9080
 FAX (612) 758-9099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

CLARE WICKLUND, PE
 DATE: _____ LICENSE NO. _____

PROJECT TEAM
 DESIGNED: MPR
 DRAWN: RJA
 PROJECT NO: 213-0084

QA/QC REVIEW
 BY: _____ DATE: _____

DATE	ISSUE	DATE	ISSUE
10-28-13	CITY SUBMITTAL		
12-30-13	INTERESTED SUBMITTAL		
1-24-14	CITY SUBMITTAL		

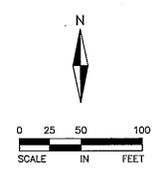
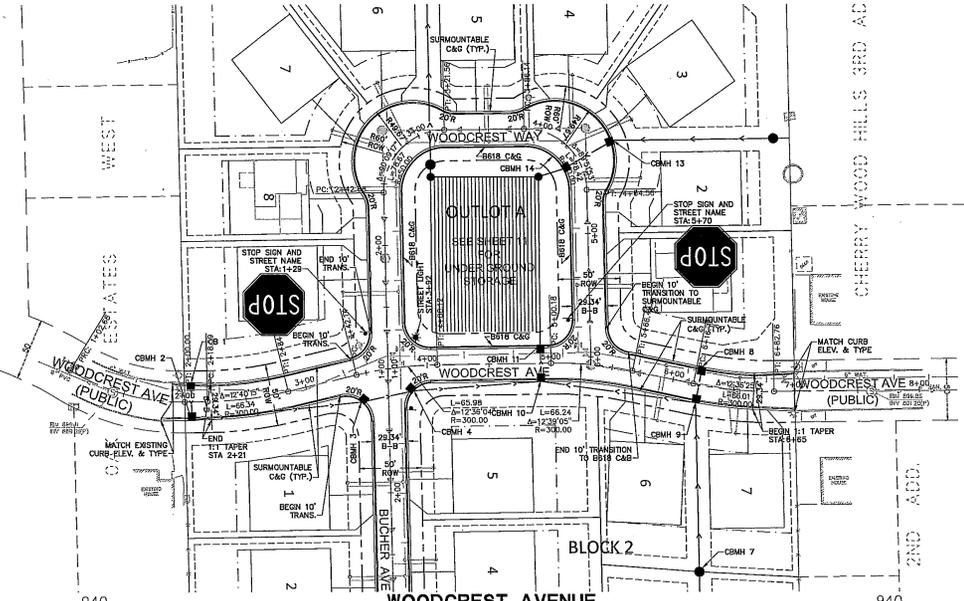
AUTUMN MEADOWS

FINAL PLAT SUBMITTAL

SITE PLAN

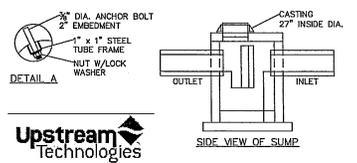
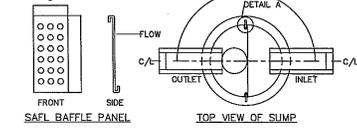
4
SHEET 4 of 16

Drawing name: X:\2013\30084\plan sheets\Final Plat\30084prof-si.dwg Jan 24, 2014 - 12:41pm



SAFFLE BAFFLE DETAIL (CBMH 11&14)

d (IN.)	h (IN.)	Ø (DEC)		y (IN.)	y ₂ (IN.)	D
		MIN	MAX			
12	34	130	230	12		
18	34	130	230	12		
24	34	130	230	12		
30	34	130	230	12		
36	34	130	230	12		
42	34	130	230	12		
48	34	130	230	12		
54	34	130	230	12		
60	34	130	230	12		
66	34	130	230	12		
72	34	130	230	12		
78	34	130	230	12		
84	34	130	230	12		
90	34	130	230	12		
96	34	130	230	12		
102	34	130	230	12		
108	34	130	230	12		
114	34	130	230	12		
120	34	130	230	12		



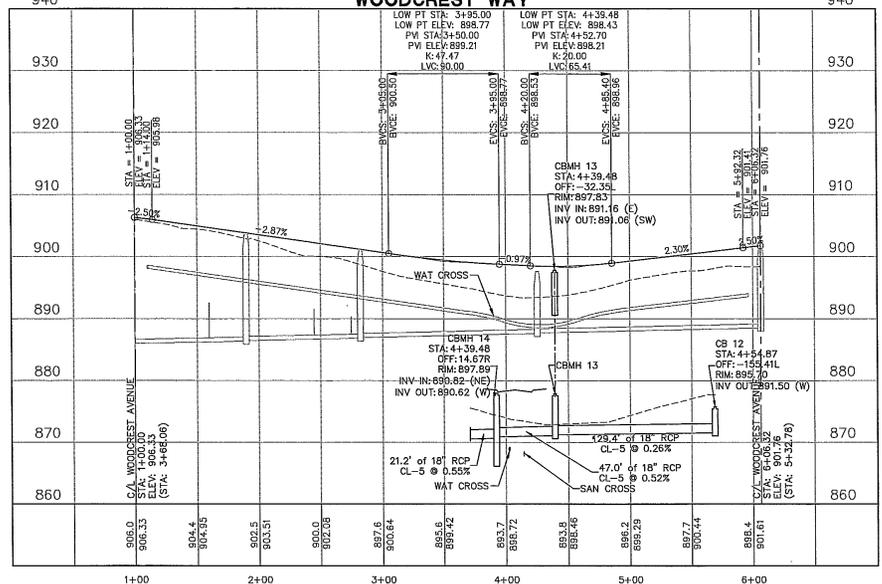
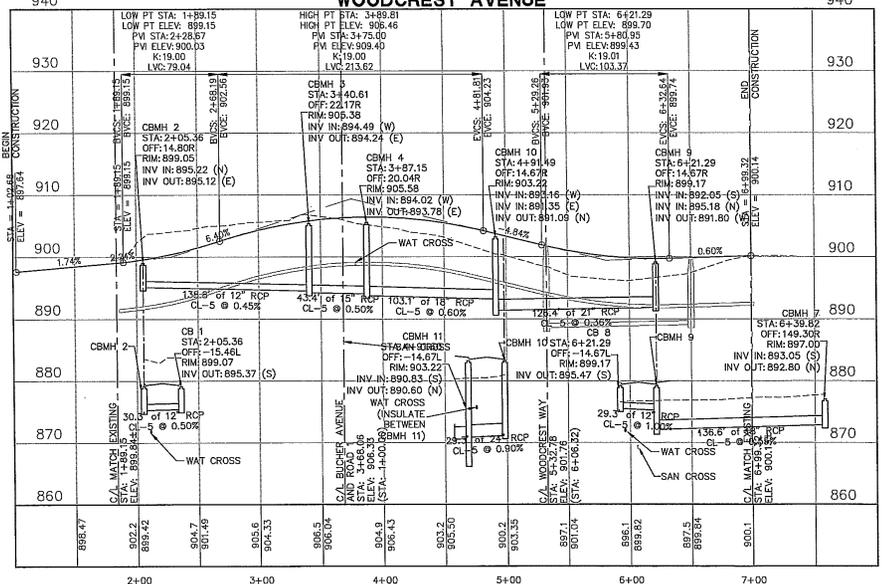
UPSTREAM TECHNOLOGIES, INC. IS THE EXCLUSIVE LICENSEE OF THE SAFFLE BAFFLE
 SAFFLE BAFFLE STRUCTURE
 STANDARD SUMP MANHOLE W/BAFFLE
 ©2011 UPSTREAM TECHNOLOGIES, INC.

- NOTES:**
- DIMENSIONS ARE TO BACK OF CURB.
 - CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A TEN FOOT TRANSITION, PER CITY STANDARDS.
 - ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
 - ALL CURB AND GUTTER RADII TO BE CONCRETE B618 CURB OTHER AREAS TO BE SURMOUNTABLE CURB UNLESS NOTED OTHERWISE, PER CITY STANDARDS.
 - CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF VARIATIONS FROM THE PLANS.
 - INSTALL INSULATION AT ALL WATERMAIN AND STORM SEWER CROSSINGS OF LESS THAN 3 FEET SEPARATION.
 - ALL PIPE CROSSINGS WHICH INTERSECT WATERMAIN SHALL MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION.
 - SEE STREET INTERSECTION DETAILS FOR CURB RETURN ELEVATIONS AND DRAINAGE DIRECTION.

STRUCTURE AND CASTING SCHEDULE

MH NO.	SIZE	CASTING MH NO.	SIZE	CASTING
1	24" x 36" R-3067-V	9	24" x 36" R-3067-V	
2	48" DIA R-3067-V	10	60" DIA R-3067-V	
3	48" DIA R-3067-V	11	48" DIA R-3067-V	
4	48" DIA R-3067-V	12	48" DIA R-3067-V	
7	48" DIA R-4342	13	48" DIA R-3067-V	
8	48" DIA R-3067-V	14	48" DIA R-3067-V	

- NOTES:**
- ALL CASTINGS SHALL BE NEEHAH OR APPROVED EQUAL.



Pulte Homes
ALLIANT ENGINEERING, INC.
 333 PARK AVE. SOUTH, SUITE 300
 MINNEAPOLIS, MN 55415
 PHONE (612) 758-3080
 FAX (612) 758-8099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CLARK WICKLAND, PE
 LICENSE NO. _____
 DATE _____

PROJECT TEAM	DATE	ISSUE
DESIGNED: MFR	1/24/14	CITY SUBMITTAL
DRAWN: CAR, ELL		
PROJECT NO: 213-0884		

QA/QC REVIEW	DATE
BY _____	DATE _____

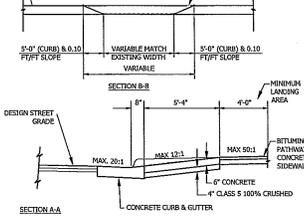
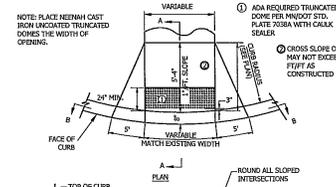
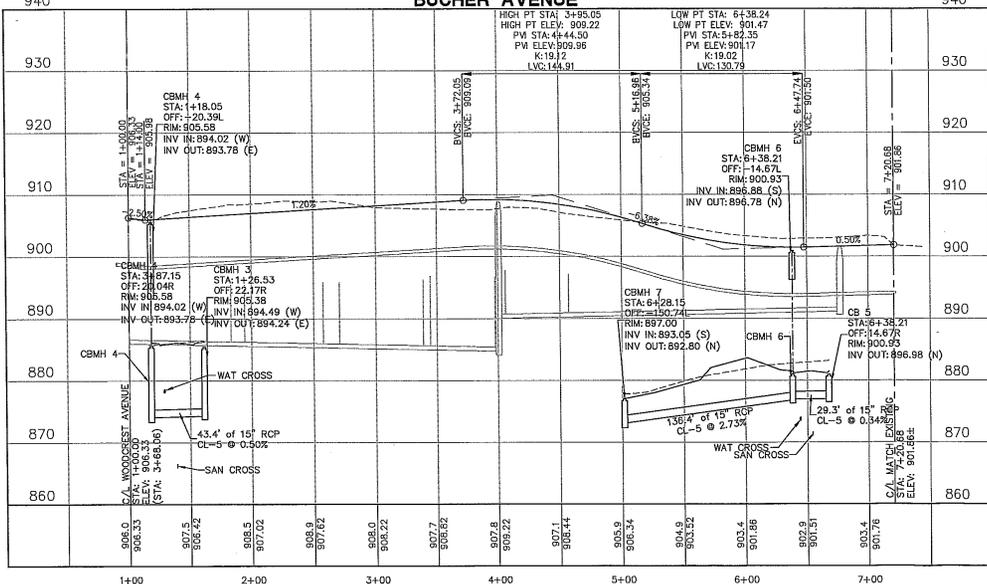
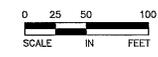
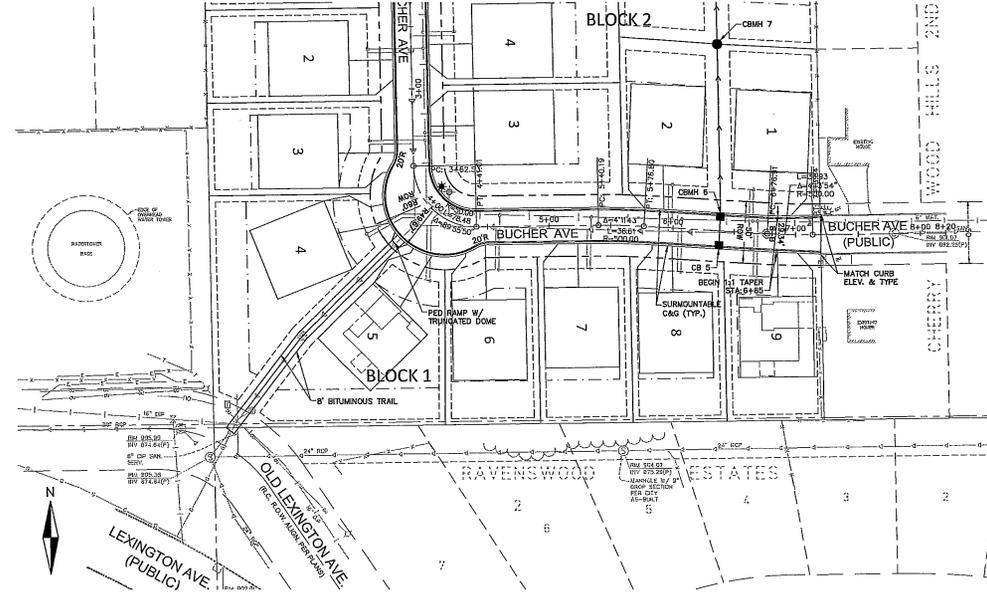
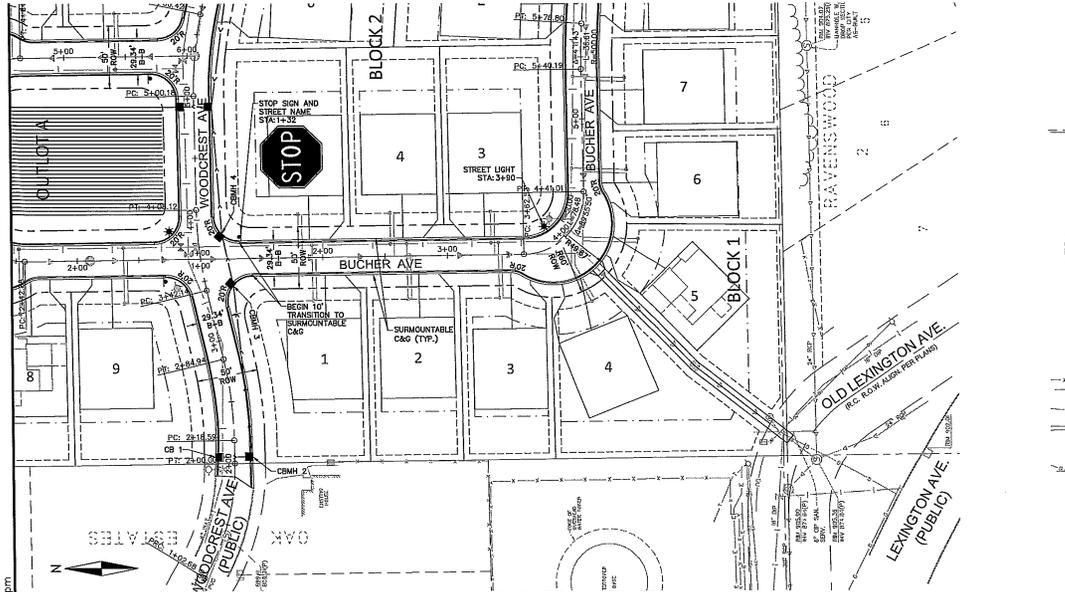
AUTUMN MEADOWS

FINAL PLAT SUBMITTAL

STREET AND STORM SEWER PLAN AND PROFILE

7
SHEET 7 of 16

Drawing name: X:\2013\130084\plan sheets\Final\Plot\130084-prof-s2.dwg, Jan 24, 2014, 12:42pm



- NOTES:**
- DIMENSIONS ARE TO BACK OF CURB.
 - CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A TEN FOOT TRANSITION, PER CITY STANDARDS.
 - ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
 - ALL CURB AND GUTTER RADIIUS TO BE CONCRETE B818 CURB OTHER AREAS TO BE SURMOUNTABLE CURB UNLESS NOTED OTHERWISE, PER CITY STANDARDS.
 - CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF VARIATIONS FROM THE PLANS.
 - INSTALL INSULATION AT ALL WATERMAIN AND STORM SEWER CROSSINGS OF LESS THAN 3 FEET SEPARATION.
 - ALL PIPE CROSSINGS WHICH INTERSECT WATERMAIN SHALL MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION.
 - SEE STREET INTERSECTION DETAILS FOR CURB RETURN ELEVATIONS AND DRAINAGE DIRECTION.

STRUCTURE AND CASTING SCHEDULE					
MH NO.	SIZE	CASTING	MH NO.	SIZE	CASTING
3	48" DIA R-3067-V	5	24"x36" R-3067-V		
4	48" DIA R-3067-V	6	48" DIA R-3067-V		
		7	48" DIA R-4342		

NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUIV.



ALLIANT ENGINEERING, INC.
283 PARK AVE. SOUTH, SUITE 300
MINNEAPOLIS, MN 55415
PHONE: (612) 758-8080
FAX: (612) 758-8099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
CLARK WICKLUND, PE
DATE _____ LICENSE NO. _____

PROJECT TEAM
DESIGNED: MFS
DRAWN: CAR, BELL
PROJECT NO: 213-0984
QA/QC REVIEW
BY _____ DATE _____

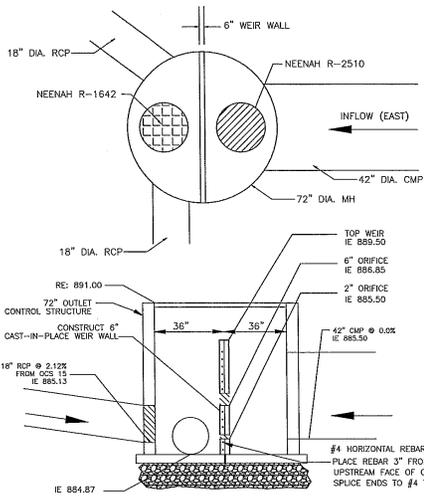
DATE	ISSUE	DATE	ISSUE
12-14-11	CITY SUBMITTAL		

FINAL PLAT SUBMITTAL

AUTUMN MEADOWS

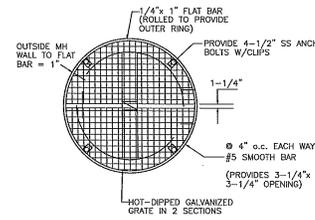
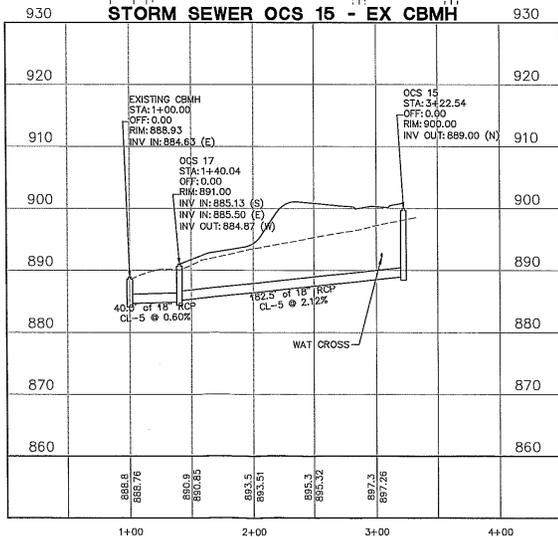
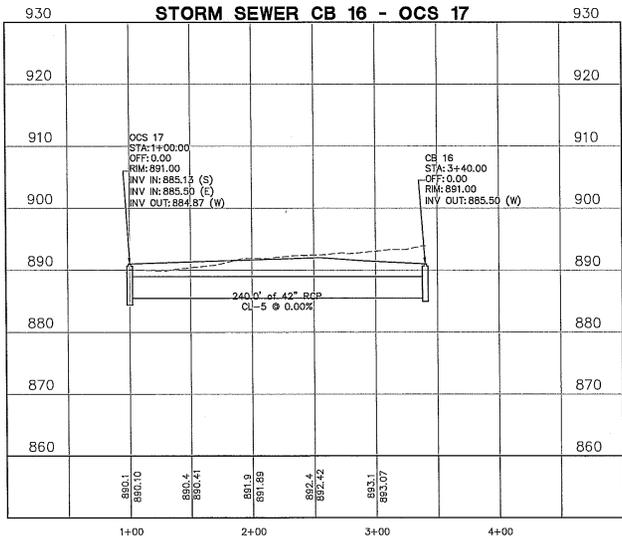
STREET AND STORM SEWER PLAN AND PROFILE

Drawing name: X:\2013\130084\plan sheets\Final Plat\130084\prof-sk.dwg Jan 24, 2014 12:43pm



OUTLET CONTROL STRUCTURE 17 DETAIL:

NOT TO SCALE



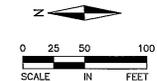
OUTLET CONTROL STRUCTURE 15 DETAIL

NOT TO SCALE

- NOTES:**
- DIMENSIONS ARE TO BACK OF CURB.
 - CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A TEN FOOT TRANSITION, PER CITY STANDARDS.
 - ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
 - ALL CURB AND GUTTER RADIIUS TO BE CONCRETE #818 CURB OTHER AREAS TO BE SURROUNDABLE CURB UNLESS NOTED OTHERWISE, PER CITY STANDARDS.
 - CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES, PRIOR TO THE START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OF VARIATIONS FROM THE PLANS.
 - INSTALL INSULATION AT ALL WATERMAIN AND STORM SEWER CROSSINGS OF LESS THAN 3 FEET SEPARATION.
 - ALL PIPE CROSSINGS WHICH INTERSECT WATERMAIN SHALL MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION.
 - SEE STREET INTERSECTION DETAILS FOR CURB RETURN ELEVATIONS AND DRAINAGE DIRECTION.

STRUCTURE AND CASTING SCHEDULE					
MH NO.	SIZE	CASTING	MH NO.	SIZE	CASTING
16	72" DIA	R-4342			

NOTES:
1. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.



ALLIANT ENGINEERING, INC.
253 PARK AVE. SOUTH, SUITE 300
MINNEAPOLIS, MN 55415
PHONE (612) 758-3080
FAX (612) 758-3099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CLARK WICKLUND, PE
DATE _____ LICENSE NO. _____

PROJECT TEAM
DESIGNED: MPR
DRAWS: CAR, ELL
PROJECT NO: 213-0084
QA/QC REVIEW
BY _____ DATE _____

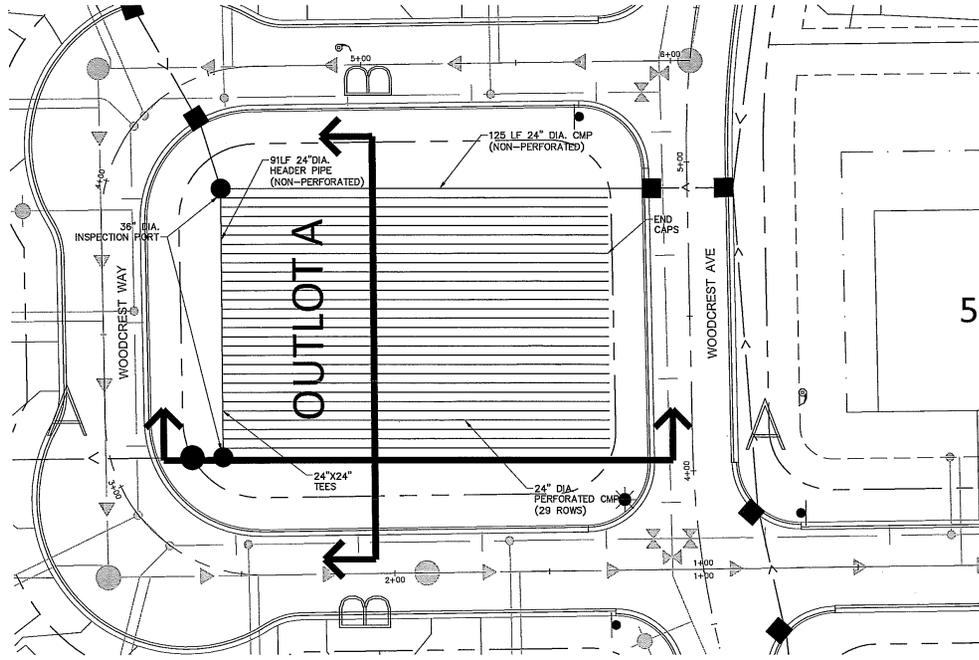
DATE	ISSUE	DATE	ISSUE
1/28/14	CITY SUBMITTAL		

AUTUMN MEADOWS

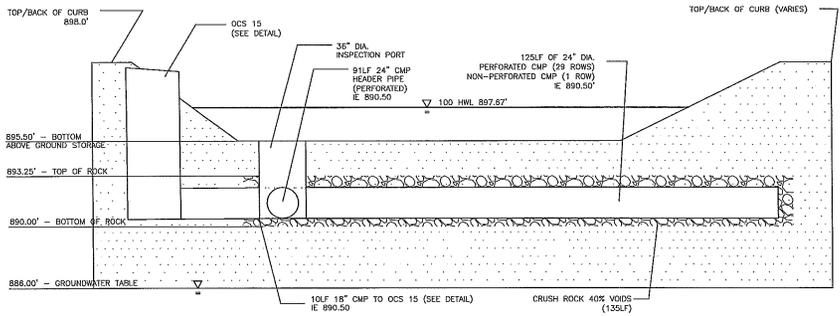
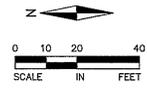
FINAL PLAT SUBMITTAL

STORM SEWER PLAN AND PROFILE

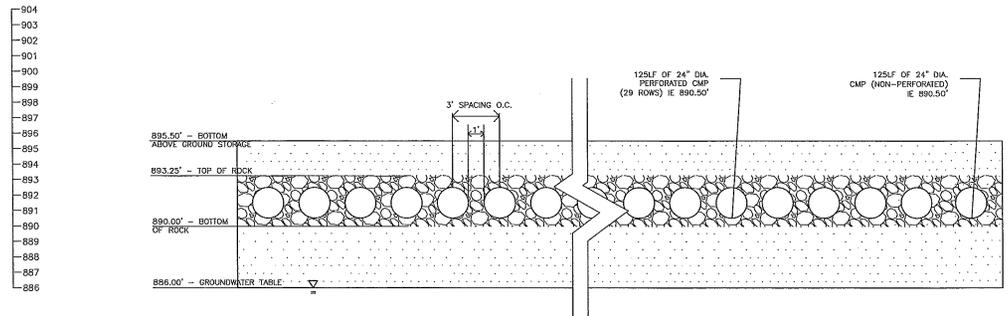
Drawing name: X:\2013\30084\plan sheets\Final Plat\30084prof-s4.dwg, Jan 24, 2014, 1:03pm



- NOTES:**
1. DIMENSIONS ARE TO BACK OF CURB.
 2. CONTINUOUS CONCRETE CURB & GUTTER WHICH CHANGES TYPE SHALL HAVE A TEN FOOT TRANSITION, PER CITY STANDARDS.
 3. ALL CONCRETE CURB AND GUTTER ADJACENT TO CONCRETE WALK BE SEPARATED BY A 1/2 INCH EXPANSION JOINT.
 4. ALL CURB AND GUTTER RADIUS TO BE CONCRETE 6\"/>



SECTION A - A'
NOT TO SCALE



SECTION B - B'
NOT TO SCALE



ALLIANT ENGINEERING, INC.
288 PARK AVE. SOUTH, SUITE 300
MINNEAPOLIS, MN 55415
PHONE (612) 758-3080
FAX (612) 758-9099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
CLARK WICKLUND, PE
DATE: _____ LICENSE NO.: _____

PROJECT TEAM
DESIGNED: MPR
DRAWN: CAR, ELL
PROJECT NO: 213-0084
QA/QC REVIEW
BY: _____ DATE: _____

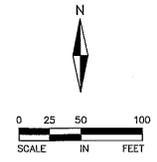
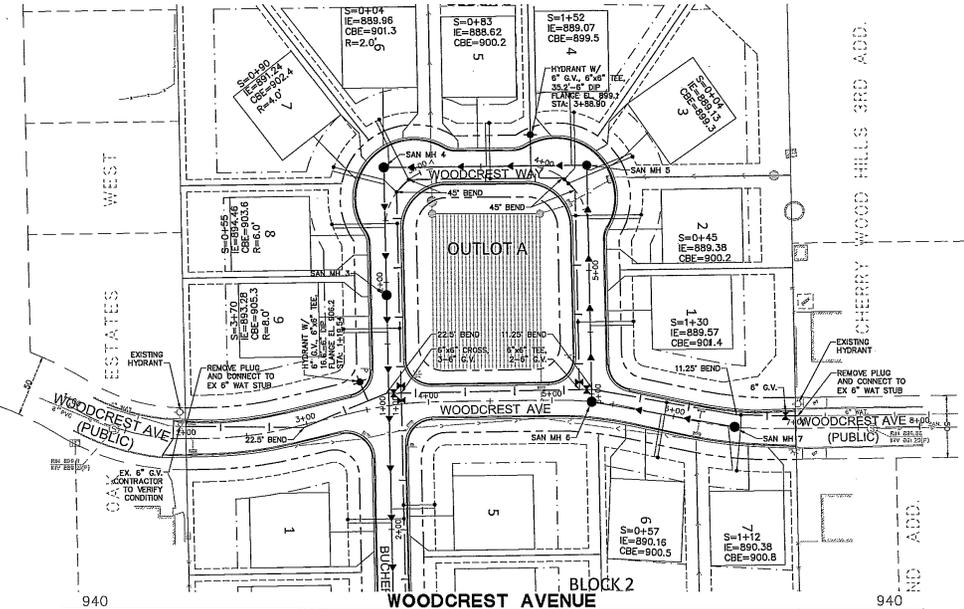
DATE	ISSUE	DATE	ISSUE
1/24/12	CITY SUBMITTAL		

AUTUMN MEADOWS

FINAL PLAT SUBMITTAL

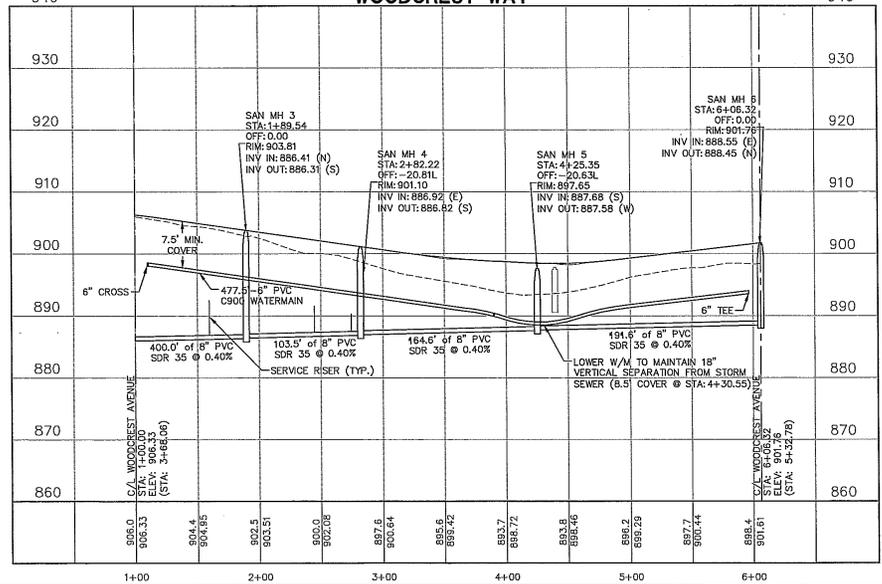
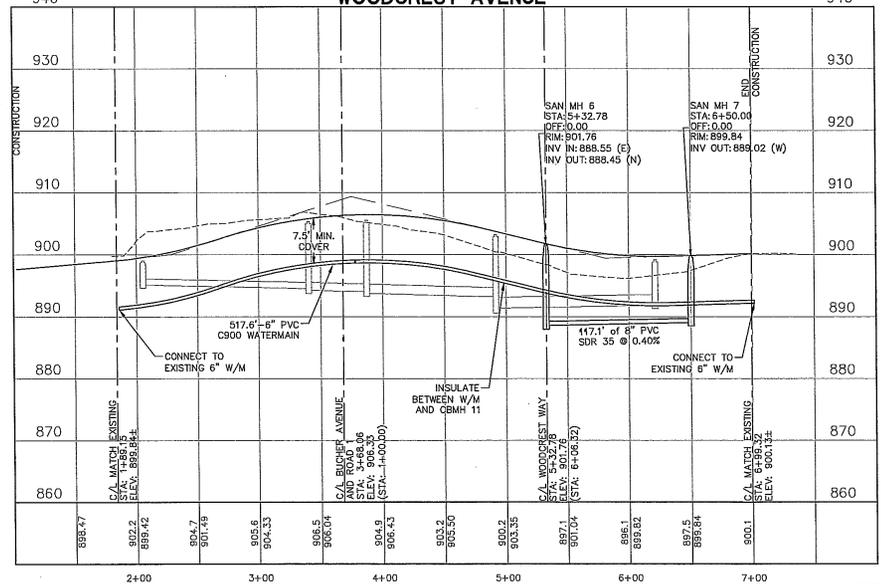
STORM SEWER PLAN AND PROFILE

Drawing name: X:\2013\30084\plan sheets\Final Plat\30084prof-v1.dwg, Jan 24, 2014 - 12:43pm



- NOTES:**
- INSTALL INSULATION AT ALL WATERMAIN AND STORM SEWER PER CITY OF SHOREVIEW SPECIFICATIONS.
 - ALL PIPE CROSSINGS WHICH INTERSECT WATERMAIN SHALL MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION.
 - TYPICAL LOT SERVICES INCLUDE 1-1/4" SDR 26 PVC (DP WHEN DEPTH EXCEEDS 30') SANITARY SERVICE AT 2% MIN. SLOPE AND 1-1/4" TYPE "K" COPPER WITH 1" CORP STOP AND CURB STOP.
 - ALL UTILITIES SHALL BE INSTALLED PER CITY OF SHOREVIEW STANDARD PLATES AND DETAILS.

- LEGEND:**
- S = SANITARY SERVICE WYE STATION (FROM DOWNSTREAM MH)
 - IE = SANITARY SERVICE INVERT ELEVATION
 - CBE = CURB BOX ELEVATION
 - R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE (VERTICAL HEIGHT = R X 0.707))



ALLIANT ENGINEERING, INC.
 235 PARK AVE. SOUTH, SUITE 900
 MINNEAPOLIS, MN 55415
 PHONE (612) 758-3080
 FAX (612) 758-3089

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CLARK WICKELUND, PE
 DATE _____ LICENSE NO. _____

PROJECT TEAM

DESIGNED	MPR
DRAWN	CAR, ELL
PROJECT NO.	213-0884

QA/QC REVIEW

BY	DATE

DATE	ISSUE	DATE	ISSUE
12-14-14	CITY SUBMITTAL		

AUTUMN MEADOWS

FINAL PLAT SUBMITTAL

SANITARY SEWER AND WATERMAIN
PLAN PLAN AND PROFILE

TREE INVENTORY:

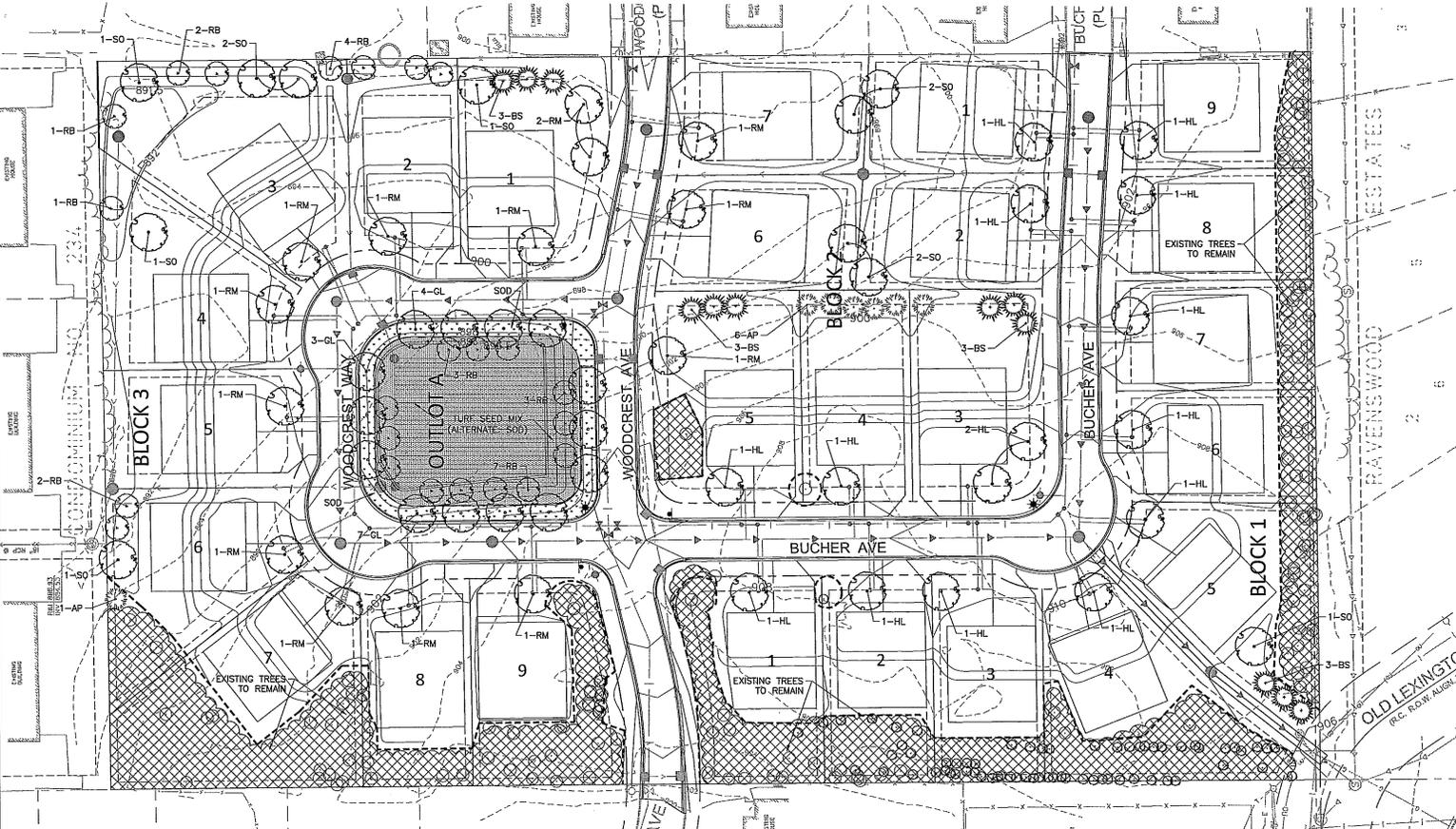
POINT ID NO.	D.B.H	COMMON NAME	TREE TAG ID	NOTES	REMOVE
5074	6	SPRUCE	2210		
5075	7	SPRUCE	2211		
5076	7	SPRUCE	2212		
5077	8	SPRUCE	2213		
5078	7	SPRUCE	2214		
5079	6	SPRUCE	NT		
5080	6	SPRUCE	NT		
5081	7	SPRUCE	NT		
5082	8	SPRUCE	NT		
5083	8	SPRUCE	NT		
5084	9	SPRUCE	NT		
5085	6	SPRUCE	NT		
5086	7	SPRUCE	NT		
5087	8	SPRUCE	NT		
5088	7	SPRUCE	NT		
5089	15	SPRUCE	NT	L	
5090	9	FINE	NT		
5091	7	FINE	NT		
5092	8	FINE	NT		
5093	8	FINE	NT		
5094	8	FINE	NT		
5095	12	FINE	NT		
5096	10	FINE	NT		
5097	14	FINE	NT		
5098	11	FINE	NT		
5099	8	FINE	NT		
5100	12	FINE	NT		
5101	7	FINE	NT		
5102	11	FINE	NT		
5103	11	FINE	NT		
5104	9	FINE	NT		
5105	14	FINE	NT		
5107	10	FINE	NT		
5109	14	FINE	NT		
5109	15	FINE	NT		
5110	10	FINE	NT		
5111	12	FINE	NT		
5112	9	FINE	NT	offsite	
5113	14	FINE	NT		
5114	12	FINE	NT		
5115	15	FINE	NT		
5116	13	FINE	NT		
5117	10	FINE	NT		
5118	14	FINE	NT	offsite	
5119	14	FINE	NT	offsite	
5120	13	FINE	NT	offsite	
5121	11	FINE	NT		
5122	9	SPRUCE	NT		
5123	15	FINE	NT	offsite	
5124	12	FINE	NT		
5137	19	ASH	NT		X
5138	28	ASH	NT	L	X
5139	21	SPRUCE	NT	L	X
5140	16	ASH	NT	L	X
5143	5	ASH	NT	L	X
5145	22	SILVERMAPLE	NT	L	X
5147	21	SILVERMAPLE	NT	L	X
5151	22	SILVERMAPLE	NT	L	X
5152	16	BASSWOOD	NT	L	X
5153	8	SILVERMAPLE	NT	L	X
5154	19	ASH	NT	L	X
5155	18	SILVERMAPLE	NT	L	X
5156	28	SILVERMAPLE	NT	L	X
5157	28	SILVERMAPLE	NT	L	X
5158	19	ASH	NT	L	X
5159	6	ABRORTIAZE	NT	L	X
5157	35	ELM	NT	L	X
5244	39	SILVERMAPLE	NT	L	X
5245	6	ABRORTIAZE	NT	L	X
5220	25	ASH	NT	L	X

POINT ID NO.	D.B.H	COMMON NAME	TREE TAG ID	NOTES	REMOVE
5224	15	SILVERMAPLE	NT	L	X
5226	38	SILVERMAPLE	NT	L	X
5226	11	FINE	NT		X
5227	12	FINE	NT		X
5228	21	FINE	NT		X
5229	16	FINE	NT		X
5230	16	FINE	NT		X
5231	18	FINE	NT		X
5232	15	FINE	NT		X
5233	18	FINE	NT		X
5234	11	FINE	NT		X
5235	14	FINE	NT		X
5236	23	ASH	NT		X
5237	26	SILVERMAPLE	NT	L	X
5238	11	SILVERMAPLE	NT		X
5239	14	SILVERMAPLE	NT		X
5240	20	ASH	NT		X
5242	19	ASH	NT	L	X
5243	18	FINE	NT		X
5247	17	FINE	NT		X
5248	14	JUNIFER	NT		X
5249	17	FINE	NT		X
5250	16	FINE	NT		X
5277	12	ASH	NT		X
5281	5	SPRUCE	NT	offsite	
5313	12	SILVERMAPLE	NT	offsite	
5315	10	SILVERMAPLE	NT	offsite	
5317	6	SILVERMAPLE	NT	offsite	
5318	11	SPRUCE	NT	offsite	
5319	10	SILVERMAPLE	NT	offsite	
5320	13	ELM	NT	offsite	
5320	29	COTTONWOOD	NT	L, offsite	
5321	18	OK	NT	L	X
5322	14	OK	NT		X
5323	15	ELM	NT	L	X
5324	24	OK	NT	L	X
5325	13	OK	NT		X
5326	30	OK	NT	L	X
5327	35	SILVERMAPLE	NT	L	X
5328	29	SILVERMAPLE	NT	L	X
5329	16	OK	NT	L	X
5330	8	OK	NT		X
5341	27	OK	NT	L	X
5342	16	OK	NT	L	X
5343	22	OK	NT	L	X
5344	11	SILVERMAPLE	NT		X
5345	10	SILVERMAPLE	NT		X
5346	13	OK	NT		X
5347	22	OK	NT	L	X
5348	17	OK	NT	L	X
5349	31	OK	NT	L	X
5349	17	OK	NT	L	X
5349	25	OK	NT	L	X
5349	9	OK	NT		X
5349	10	OK	NT		X
5349	24	OK	NT	L	X
5349	31	OK	NT	L	X
5349	24	OK	NT	L	X

POINT ID NO.	D.B.H	COMMON NAME	TREE TAG ID	NOTES	REMOVE
5449	11	OK	NT		X
5450	28	SILVERMAPLE	NT	L	X
5451	29	SILVERMAPLE	NT	L	X
5452	12	SILVERMAPLE	NT	offsite	
5452	24	SILVERMAPLE	NT	L, offsite	
5452	7	WHITEPINE	2216		
5453	10	SWAMPWHITEOAK	2217		
5454	19.3	REDOK	2218		
5455	21	REDOK	2219	L	
5456	17	REDOK	2220	L	
5457	17	ELM	2224	S, offsite	
5458	16	REDOK	2223	L	
5459	19	OK	2221	L	
5459	19	SWAMPWHITEOAK	2225	offsite	
5459	12.6	ELM	2226	offsite	
5462	7	ELM	2227	S, offsite	
5467	21	ELM	2229	L	
5468	20	ELM	2220	L	
5469	8	OK	2229	S	
5469	19	SWAMPWHITEOAK	2231	HR	
5471	8	REDOK	2232	L	
5472	13	REDOK	2233	L	
5473	18	REDOK	2234	L	
5475	16	REDOK	2235	L	
5476	9	OK	2231	HR	
5477	20	REDOK	2237	L	
5478	6	ELM	2238	offsite	
5479	19	REDOK	2239	L	
5480	22	REDOK	2240	L	
5481	14.9	REDOK	2241	L	
5482	14	REDOK	2242	L	
5484	16	REDOK	2243	L	
5485	23	REDOK	2244	L	
5486	13	REDOK	2245	L	
5487	20	SWAMPWHITEOAK	2246	L	
5488	21.8	REDOK	2249	L	
5489	8	BOXELDER	2250		
5491	8	ELM	2247	offsite	
5492	14	REDOK	2248		
5494	6	ELM	2251		X
5495	24	REDOK	2255	L	
5496	25	REDOK	2256	L	
5497	15	WHITEOAK	2257	L	
5498	18	REDOK	2258	L	
5499	19	REDOK	2259	L	
5501	17	WHITEOAK	2260	L	
5502	17	REDOK	NT		
5503	22	REDOK	2261	L	
5504	18	REDOK	2262	L	
5505	17	REDOK	2263	L	
5506	18	REDOK	2264	L	
5507	27	REDOK	2265	L	
5508	25	REDOK	2266	L	
5541	17	ELM	2269	L	
5543	17	BURROAK	2267	L	
5544	14.8	REDOK	2268	L	
5545	12	REDOK	2270	L	
5546	13	ELM	2271	L	
5547	17	REDOK	2272	L	
5548	24	REDOK	2273	L	
5551	18	REDOK	2274	L	
5552	17	REDOK	2275	L	
5553	12	ELM	2276		X
5554	18.13	REDOK	2277	L	
5556	26	REDOK	2277	L	
5559	16	REDOK	2230	L	
5560	7	OK	2269		
5561	18	REDOK	2232	L	
5562	16	REDOK	2231	L	
5563	13	REDOK	2233	L	

POINT ID NO.	D.B.H	COMMON NAME	TREE TAG ID	NOTES	REMOVE
5564	12	REDOK	2234		
5565	14	REDOK	2232	L	
5566	20	REDOK	2212	L	X
5567	16	REDOK	2211	L	X
5568	13	OK	2236		
5571	8	ELM	2236		
5572	21	REDOK	2239	L	
5573	22	REDOK	2238	L	
5574	25	REDOK	2237	L	
5575	17	REDOK	2242	L	
5577	10	SILVERMAPLE	2244		X
5578	15	SWAMPWHITEOAK	2243	L	X
5579	10.6	SILVERMAPLE	2245		X
5580	9	SWAMPWHITEOAK	2246		X
5581	13.9	SWAMPWHITEOAK	2247		X
5582	20.15	WHITEOAK	2248	19-R.S	X
5583	18	REDOK	2241	L	
5584	19	REDOK	2240	L	
5587	22	REDOK	2261	L	
5588	19	REDOK	2263	L	
5589	22	REDOK	2264	L	
5592	13	REDOK	2268		X
5593	14	REDOK	2269		X
5594	19	REDOK	2249	L	X
5595	14	SWAMPWHITEOAK	2250		X
5596	14	SWAMPWHITEOAK	2250		X
5597	19	SWAMPWHITEOAK	2261	L	X
5598	11.8	REDOK	2262		X
5599	10	BURROAK	2268		X
5600	19	SWAMPWHITEOAK	2264	L	X
5601	9	SWAMPWHITEOAK	2265		X
5602	19	SWAMPWHITEOAK	2266	L	
5603	18	SWAMPWHITEOAK	2274	L	
5604	7	BROCK	2276		
5605	30	OK	NT	L, offsite	
5606	18	BURROAK	2275	L	
5607	17	REDOK	2277	L	
5608	17	REDOK	2278	L	
5609	19	OK	NT	L, offsite	
5611	19	REDOK	2287	L, offsite	
5612	16	REDOK	2281	L	
5613	12	REDOK	2280		
5614	14	ELM	2289		
5615	26	BURROAK	2271	L	
5616	20	BURROAK	2270	L	
5617	11	HOCKEY	2273		
5618	16	BURROAK	2268	L	
5619	15	BURROAK	2265	L	
5620	6	SWAMPWHITEOAK	2263		X
5621	25	REDOK	2292	L	X
5622	21	REDOK	2294	L	X
5623	15	OK	2293	L	X
5624	24	REDOK	2213	L	X
5625	20	BURROAK	2270	L	X
5626	18	REDOK	2268	L	X
5627	16	REDOK	2269	L	X
5628	23	REDOK	2267	L	X
5629	30	REDOK	2208	L	X
5630	20	OK	2204	L	
5631	8	REDOK	2205		
5632	24	OK	2203	L	
5633	12	WHITEOAK	2201		
5635	20	SWAMPWHITEOAK	2204	L	
5636	13	SWAMPWHITEOAK	2200		
5637	6	ELM	2207		
5638	6	OK	2208		
5639	8	ELM	2209		
5640	9	WHITEOAK	2		

Drawing name: X:\2013\130084\plan sheets\Final Plat\130084\land.dwg Jan 24, 2014 - 12:45pm



PLANTING NOTES

- INSTALL 4" MIN. TOP SOIL TO ALL SOD, SEED AND SHRUB AREAS. FINE GRADE ALL SOD AND SEED AREAS. INSTALL 12" TOP SOIL TO PERENNIAL AREAS.
- STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION.
- ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER, TO BE BED MULCHED WITH 4" DEPTH OF SHREDDED HARDWOOD MULCH OVER FILTER FABRIC, UNLESS SPECIFIED AS OTHER. POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED EQUAL.
- INSTALL 4-6" DEPTH SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS.
- PLANT SOIL SHALL CONSIST OF 50% SELECT LOAMY TOPSOIL, 25% PEAT MOSS, 25% PIT RUN SAND.
- COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
- ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERMEN.
- ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
- CALL GOPHER STATE ONE CALL AT 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
- MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
- COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
- STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
- SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
- SUPPLY DESIGN AND INSTALLATION FOR IRRIGATION SYSTEM WITH COVERAGE OF SOD AND PLANTING AREAS. SOD AND SHRUBS SHALL BE ON SEPARATE ZONES. USE RAINBIRD OR APPROVED EQUAL COORDINATE WITH G.C.

SEED PLANTING NOTES

TURF SEED MIX: MN STATE SEED MIX #25-151 (CONVENTIONAL TURFGRASS). SEEDING RATE TO BE 35 LBS./ACRE (PURE LIVE SEED).

APPLY SEED PER THE FOLLOWING: MULCH SEEDED AREAS WITH M₀/DOT TYPE 3 (MOA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

SEEDING SHALL BE APPLIED FROM APRIL 15 - JULY 20 OR SEPTEMBER 20 - FREEZE UP.

IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACRE. REFER TO MN/DOT SPEC 3864 FOR PROPER INSTALLATION OF HYDRO-SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCA). SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING, AND THEN PACKED USING A CULTI-PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR REFERENCE.

MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEDED, REFERIALIZED AND REMULCHED WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRADING, RESEEDING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

TREE REPLACEMENT CALCULATIONS:

TOTAL TREES SURVEYED = 339
 INCLUDES: 4+ ASH, BIRCH, BLACK CHERRY, CEDAR, MAPLE, PINE, ELM, SPRUCE, OAK & OTHERS; 8+ BOXELDER, COTTONWOOD, WILLOW

TOTAL TREES ON-SITE = 315
 TOTAL TREES TO BE REMOVED = 115
 INCL. 57 LANDMARK TREES

TOTAL TREES TO BE PRESERVED = 200 (63.5%)
 INCL. 85 LANDMARK TREES

TREE REPLACEMENT REQUIRED:

LANDMARK TREES AT 6:1 RATIO = 57 X 6 = 342
 NON-LANDMARK TREES AT 1:1 RATIO = 58 X 1 = 58
 SUBTOTAL REPLACEMENT TREES = 400
 MINUS TREES TO BE PRESERVED = (200)
 TOTAL REPLACEMENT TREES = 200 TREES REQ.

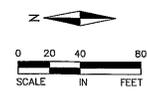
REPLACEMENT TREES PROVIDED:

77 - 2.5" CAL. DECIDUOUS TREES
 19 - 4" HT. B&B CONIFEROUS TREES
 104 - 2.0" CAL. OR 6" HT. HOMEOWNER LOT TREES, EACH HOMEOWNER WILL BE REQUIRED TO PLANT 4 TREES PER LOT AT THE TIME OF BUILDING PERMIT. THESE TREES ARE NOT SHOWN ON LANDSCAPE PLAN

200 REPLACEMENT TREES PROVIDED

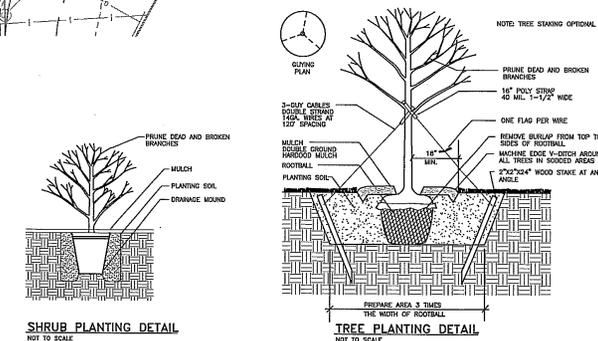
QTY.	KEY	COMMON NAME / BOTANICAL NAME	SIZE	REMARKS
		OVERSIGHTY TREES		
		HOMEOWNER LOT TREES (NOT SHOWN ON PLAN)	2.5" CAL. B&B	STRAIGHT TRUNK NO V-CROUCH
14	OL	GREENSPRE LINDEN <i>Tilia americana</i> 'Greenspire'	2.5" CAL. B&B	STRAIGHT TRUNK NO V-CROUCH
15	HL	SKYLINE HONEYLOCUST <i>Gleditsia tricanthos</i> var. 'Inermis' 'Skycole'	2.5" CAL. B&B	STRAIGHT TRUNK NO V-CROUCH
23	RB	RIVER BRICH <i>Betula nigra</i>	2.5" CAL. B&B	STRAIGHT TRUNK NO V-CROUCH
14	RM	NORTHWOOD RED MAPLE <i>Acer rubrum</i> 'Northwood'	2.5" CAL. B&B	STRAIGHT TRUNK NO V-CROUCH
11	SO	SWAMP WHITE OAK <i>Quercus bicolor</i>	2.5" CAL. B&B	STRAIGHT TRUNK NO V-CROUCH
7	AP	CONIFERS AUSTRIAN PINE <i>Pinus nigra</i>	6' HT. B&B	FULL FORM
12	BS	BLACKHILLS SPRUCE <i>Picea glauca</i> densata	6' HT. B&B	FULL FORM

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN EVENT OF DISCREPANCY.



LEGEND:

- TURF SEED MIX
- MN STATE SEED MIX #25-151 (CONVENTIONAL TURFGRASS)
- SOD
- EXISTING TREES TO REMAIN, SEE TREE PRESERVATION PLAN
- POLY EDGER
- GRADING / TREE PROTECTION LIMITS



ALLIANT ENGINEERING, INC.
 283 PARK AVE. SOUTH, SUITE 800
 MINNEAPOLIS, MN 55415
 PHONE (612) 758-3080
 FAX (612) 758-3099

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

MARK KRONBECK, ASLA
 DATE _____ LICENSE NO. _____

PROJECT TEAM

DESIGNER	MX
DRAWN	EMK
PROJECT NO.	213-0084

QA/QC REVIEW

BY	DATE
----	------

DATE	ISSUE	DATE	ISSUE
12-28-13	CITY SUBMITTAL		
12-30-13	WATERSHED SUBMITTAL		
1-24-14	CITY SUBMITTAL		

VICINITY MAP



SITE

PULTE HOMES ACTIVE SWPPP MAP LEGEND

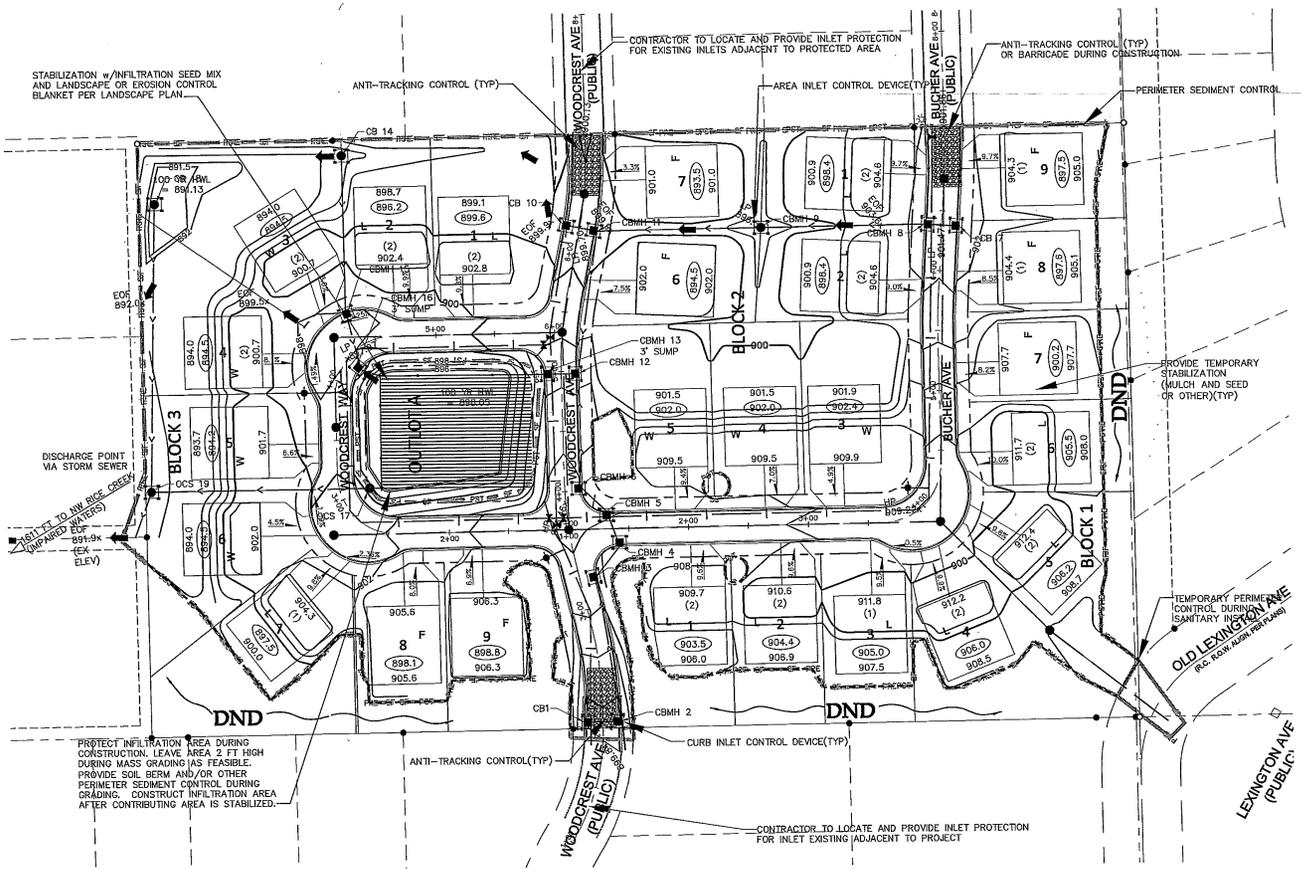
CONSTRUCTION STAGING



STAGE	BMP
MASS GRADING	PERIMETER CONTROL, EXISTING INLET PROTECTION DEVICES, STREET SWEEPING, ANTI-TRACKING CONTROL, TEMPORARY SEDIMENTATION BASINS, STABILIZATION BMP'S.
UTILITY	PERIMETER CONTROL, INLET PROTECTION DEVICES, STREET SWEEPING, ANTI-TRACKING CONTROL, TEMPORARY SEDIMENTATION BASINS, TEMPORARY STABILIZATION BMP'S.
HOME CONSTRUCTION	PERIMETER CONTROL, INLET PROTECTION DEVICES, STREET SWEEPING, ANTI-TRACKING CONTROL, TEMPORARY AND PERMANENT STABILIZATION BMP'S.

GENERAL NOTES:

1. GRADING DESIGN SHOWN ON THIS PLAN IS BY OTHERS. REFER TO APPROVED GRADING PLAN FOR DETAILS.
2. BASINS SHALL NOT BE LOCATED IN WETLAND, OR BUFFER AREAS.
3. GRADE SITE TO DRAW TO TEMPORARY BASIN DURING MASS GRADING AND UTILITY PHASE.
4. MULCH AND SEED EXPOSED SOILS FOLLOWING MASS GRADING.



LEGEND:

	DENOTES SOIL BORING		DENOTES BIO-ROLL EROSION CHECKS
	DENOTES PRE-GRADING SEDIMENT BARRIER (PLATE 2001)		DENOTES EMERGENCY OVERFLOW ELEVATION
	DENOTES POST-GRADING SEDIMENT BARRIER (PLATE 2001)		ANTI-TRACKING CONTROL (PLATE 2003)
	DENOTES EXISTING CONTOURS		DENOTES STABILIZATION BMP (PLATE GD21-GD22) (EROSION CONTROL BLANKET) (3:1 AND STEEPER SLOPES)
	DENOTES PROPOSED CONTOURS		DENOTES TEMPORARY SEDIMENTATION BASIN
	DENOTES EXISTING STORM SEWER		
	DENOTES PROPOSED STORM SEWER		
	DENOTES INLET SEDIMENT CONTROL (WIMCO TYPE)		
	DENOTES AREA INLET PROTECTION DEVICE (STORM DRAIN INLET HAT)		
	DENOTES TREE PROTECTION LIMITS		

SHEET NO.	DESCRIPTION
1	EROSION AND SEDIMENT CONTROL PLAN (LAND)
2	HOME CONSTRUCTION, EROSION, AND SEDIMENT CONTROL PLAN
3	EROSION & SEDIMENT CONTROL DETAILS

DND DENOTES DO NOT DISTURB

SHEET NO.	DESCRIPTION
1	EROSION AND SEDIMENT CONTROL PLAN (LAND)
2	HOME CONSTRUCTION, EROSION, AND SEDIMENT CONTROL PLAN
3	EROSION & SEDIMENT CONTROL DETAILS

Autumn Meadows
Shoreview, Minnesota

Autumn Meadows-SWPPP-01.dwg
Date: 01/10/14 Sheet: 1 of 3

Westwood
Westwood Professional Services, Inc.
7909 Ansgren Drive
Eden Prairie, MN 55344
PHONE 953-933-5150
FAX 953-933-9822
TOLL FREE 1-888-691-9100
www.westwoodps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL IN SURVEYING AND RELATED CONSTRUCTION.
Aaron R. Myrask
Date: 01/10/14 License No. 3344

Reviewed:	Checked:	ASX
	Checked:	ASX
	Drawn:	WTR
	Record Drawn by/Date:	

Prepared for:
Pulte Homes
1701 Whitewater Drive, Suite 300
Minnetonka, Minnesota 55343

Erosion And Sediment Control Plan (Land)

CONSTRUCTION STAGING

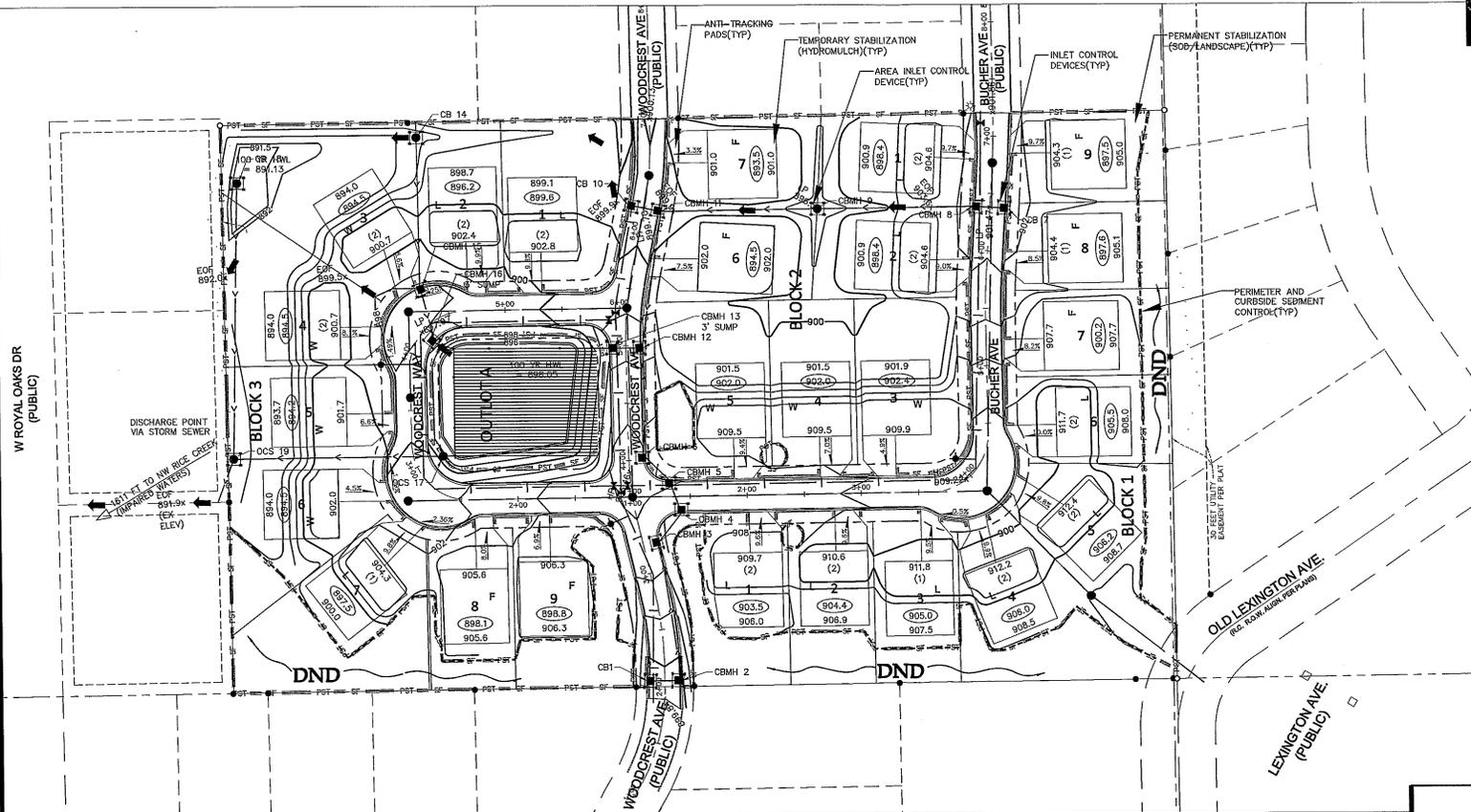
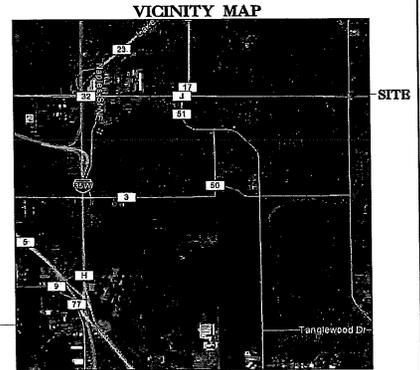
STAGE	BMP
MASS GRADING	PERIMETER CONTROL, TEMPORARY CREEK CROSSING, EXISTING INLET PROTECTION DEVICES, STREET SWEEPING, ANTI-TRACKING CONTROL, TEMPORARY SEDIMENTATION BASINS, STREET SWEEPING, TEMPORARY N.P.D.E., STABILIZATION BMP'S.
UTILITY	PERIMETER CONTROL, TEMPORARY CREEK CROSSING, INLET PROTECTION DEVICES, STREET SWEEPING, ANTI-TRACKING CONTROL, TEMPORARY SEDIMENTATION BASINS, STREET SWEEPING, TEMPORARY STABILIZATION BMP'S.
RAIN GARDEN	LEAVE AREA 2 FEET HIGH DURING MASS GRADING. APPLY SILT FENCE AND DIVERSIONS TO MINIMIZE POTENTIAL FOR SEDIMENT IMPACT TO RAIN GARDENS. STABILIZE AREAS CONTRIBUTING RUNOFF TO RAIN GARDEN PRIOR TO FINAL GRADE AND STABILIZE SOILS OF RAIN GARDEN WITH BLANKET IMMEDIATELY FOLLOWING FINAL GRADE.

GENERAL NOTES:

1. GRADING DESIGN SHOWN ON THIS PLAN IS BY OTHERS. REFER TO APPROVED GRADING PLAN FOR DETAILS.
2. BASINS SHALL NOT BE LOCATED IN WETLAND, OR BUFFER AREAS.
3. GRADE SITE TO DRAW TO TEMPORARY BASIN DURING MASS GRADING AND UTILITY PHASE.
4. CONTRACTOR SHALL MINIMIZE EXPOSED AREAS DURING GRADING TO THE EXTEND POSSIBLE.
5. MULCH AND SEED EXPOSED SOILS FOLLOWING MASS GRADING WHERE BLANKET IS NOT NOTED.
6. CONCRETE WASHOUT SHALL BE DONE BY CONCRETE CONTRACTOR VIA MOBILE WASHOUT ON EACH TRUCK.

LEGEND:

	DENOTES SOIL BORING
	DENOTES PRE-GRADING SEDIMENT BARRIER
	DENOTES POST-GRADING SEDIMENT BARRIER
	DENOTES EXISTING CONTOURS
	DENOTES PROPOSED CONTOURS
	DENOTES EXISTING STORM SEWER
	DENOTES PROPOSED STORM SEWER
	DENOTES INLET PROTECTION DEVICE
	DENOTES AREA INLET PROTECTION DEVICE
	DENOTES TREE PROTECTION FENCE
	DENOTES BIO-ROLL EROSION CHECKS
	DENOTES EMERGENCY OVERFLOW ELEVATION
	DO NOT DISTURB AREAS
	ANTI-TRACKING CONTROL

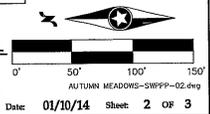


PULTE HOMES ACTIVE SWPPP MAP LEGEND

* FIELD MANAGER TO COLOR CODE DURING CONSTRUCTION AS NECESSARY.

* GRADING DESIGN SHOWN ON THIS PLAN IS BY OTHERS. REFER TO APPROVED GRADING PLAN FOR DETAILS

Call 48 Hours before digging:
GOPHER STATE ONE CALL
 Twin City Area 651-454-0002
 Mn. Toll Free 1-800-252-1166



Date: 01/10/14 Sheet: 2 OF 3

Westwood
 Westwood Professional Services, Inc.
 7859 Aragon Drive
 Eden Prairie, MN 55344
 PHONE: 952-931-9150
 FAX: 952-931-9822
 TOLL FREE: 1-800-451-9150
 www.westwoodps.com

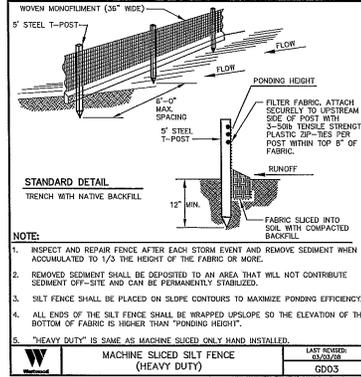
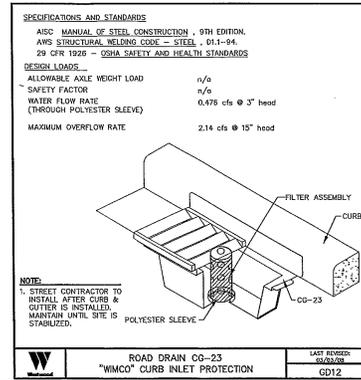
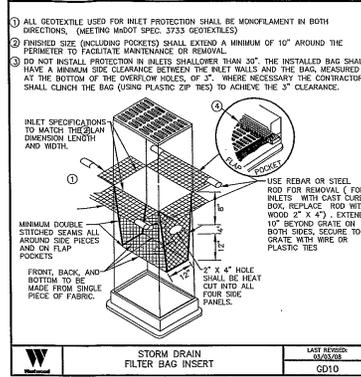
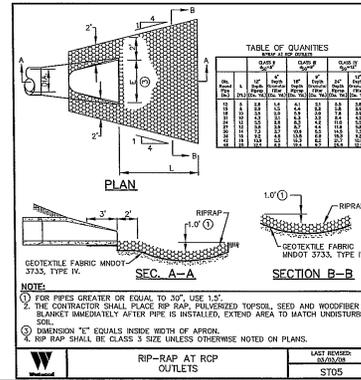
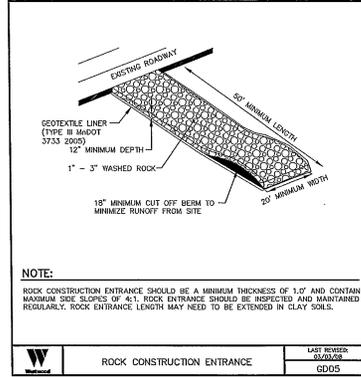
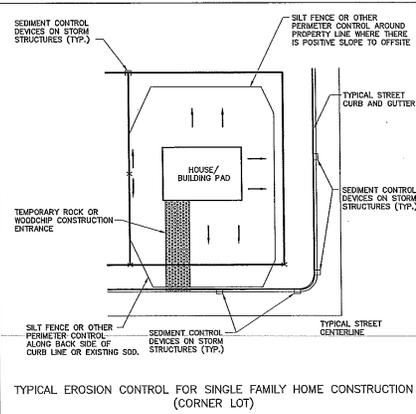
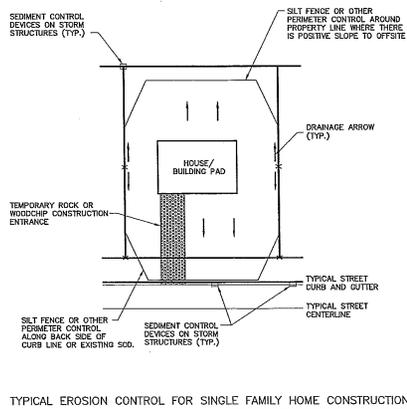
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly certified PROFESSIONAL IN THE STATE OF MINNESOTA.
 Aaron R. Maybank
 Date: 01/10/14 CPSC No. 3944

Revised:	Drawn:	Checked:	ARM
		Checked:	ARM
		Drawn:	SWR
		Checked/Drawn by/Date:	

Prepared for:
Pulte Homes
 12701 Whitewater Drive, Suite 300
 Minnetonka, MN 55343

Autumn Meadows
 Home Construction, Erosion, and Sediment Control Plan
 Shoreview, Minnesota

Home Construction, Erosion, and Sediment Control Plan



- SEDIMENT BARRIERS**
1. SILT FENCE (MnDOT 3886)
 2. CURB LOG
 3. ROCK KEEPER
- INLET PROTECTION DEVICES**
1. WIMCO (MnDOT TYPE A & C)
 2. INFRASAFE STORM DRAIN/CULVERT
 3. SILT SACK (MnDOT TYPE A)
 4. DANDY BAG (MnDOT TYPE B)
- ANTI-TRACKING CONTROL**
1. 3/4" - 1 1/2" AGGREGATE
- TEMPORARY SEED MIX**
1. MnDOT-21-111 (OATS 20-120 DAY STABILIZATION)
 2. MnDOT-22-111 (1-2 YEAR STABILIZATION)
- HOME BUILDING NOTES**
- SEDIMENT BARRIERS SHOWN WILL BE INSTALLED AS NEEDED ON A LOT BY LOT BASIS DEPENDING UPON SITE ACTIVITY.
 - ANTI-TRACKING CONTROL WILL BE INSTALLED AS NEEDED ON A LOT BY LOT BASIS DEPENDING UPON SITE ACTIVITY.
 - CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR.

*GRADING DESIGN SHOWN ON THIS PLAN IS BY OTHERS. REFER TO APPROVED GRADING PLAN FOR DETAILS

- PERMANENT SEED MIX/STABILIZATION**
1. MnDOT 25-191 (RESIDENTIAL TURF)
 2. SO2
- STABILIZATION BMP'S**
1. STRAW/HAY
 2. EROSION CONTROL BLANKET
 3. MnDOT CAT 3
 4. HYDROMULCH
 5. MnDOT TYPE 5
 6. TURF REINFORCEMENT MAT SC250 NORTH AMERICAN GREEN OR EQUAL-MnDOT CAT 6



Westwood Professional Services, Inc.
7899 Angstrom Drive
Shoreview, MN 55344
PHONE: 552-897-9150
FAX: 552-897-9822
TOLL FREE: 1-888-957-9150
www.westwoodps.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER AND SEDIMENT CONTRACTOR.

Signature: *[Signature]*
Name: Aaron R. Mjersak
Date: 01/10/14 License No.: 3344

Revised	By	Date

Checked	By

Prepared for:

Pulte Homes
12701 Watervater Drive, Suite 600
Minnetonka, Minnesota 55343

Autumn Meadows
Shoreview, Minnesota

Erosion & Sediment Control Details