

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
November 2, 2015  
7:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**APPROVAL OF AGENDA**

**PROCLAMATIONS AND RECOGNITIONS**

**--Presentation of Community Survey Results**

**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 or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*

1. October 12, 2015 City Council Workshop Meeting Minutes
2. October 19, 2015 City Council Minutes
3. Receipt of Committee/Commission Minutes
  - Planning Commission, September 22, 2015
  - Parks and Recreation Commission, October 22, 2015
4. Verified Claims
5. Purchases

6. Approve Utility Relocation Agreement with MnDOT—Relocation of Utilities in I-694 Right-of-Way, CP 15-10
7. Change Order #3 and Payment #7 (Final)—Hanson Road Reconstruction, CP 14-01
8. Authorizing Issuance and Sale of \$7,605,000 General Obligation Utility Revenue Bonds, Series 2016A
9. Conditional Use Permit/Site and Building Plan Review—Minnesota Veterinary Hospital, 4545 Hodgson Road
10. Minor Subdivision—175 Sherwood Road, Gerald and Linda Walsh
11. Approval of Community Center Rate Adjustments
12. Approval of Health Insurance Contract for 2016

#### **PUBLIC HEARING**

#### **GENERAL BUSINESS**

13. Approval of 2016 Curbside Recycling Budget, City Recycling Fee, and Authorize Request of SCORE Funding

#### **STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS**

#### **SPECIAL ORDER OF BUSINESS**

#### **ADJOURNMENT**

**\* Denotes items that require four votes of the City Council.**

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: OCTOBER 30, 2015**

**SUBJECT: REVIEW RESULTS OF 2015 COMMUNITY SURVEY**

Earlier this year, the City Council approved an agreement with the Morris Leatherman Group for a community survey. The 2015 community survey was designed as a shorter version of the survey than the 200+ question survey that was completed in 2013. The survey generally focused on core quality of life and service rating questions that are used as performance measures in the City's budget.

Bill Morris and Peter Leatherman from the Morris Leatherman Group will be at the November 2 Council meeting to present the results of the survey to the Council. Attached is a copy of the survey results for the 100 question survey. If the Council would like to review the results in greater detail with Dr. Morris, he has indicated that he would be willing to attend a Council workshop meeting as well.

The telephone survey was conducted of 400 randomly selected residents. The survey results are generally consistent with the ratings from the 2013 community survey.

THE MORRIS LEATHERMAN COMPANY  
3128 Dean Court  
Minneapolis, Minnesota 55416

SHOREVIEW RESIDENTIAL  
QUALITY OF LIFE STUDY  
FINAL AUGUST 2015

Hello, I'm \_\_\_\_\_ of the Morris Leatherman Company, a nationwide polling firm located in Minneapolis. We've been retained by the City of Shoreview to speak with a random sample of residents about issues facing the city. This survey is being taken because the City is interested in your opinions and suggestions. I want to assure you that all individual responses will be held strictly confidential; only summaries of the entire sample will be reported. (DO NOT PAUSE)

- |  |                             |
|--|-----------------------------|
| 1. Approximately how many years have you lived in Shoreview?                                   | LESS THAN TWO YEARS.....4%  |
|  | TWO TO FIVE YEARS.....15%   |
|  | SIX TO TEN YEARS.....18%    |
|  | ELEVEN - TWENTY YRS.....26% |
|  | OVER TWENTY YEARS.....38%   |
|  | DON'T KNOW/REFUSED.....0%   |
| 2. As things stand now, how long in the future do you expect to live in Shoreview?             | LESS THAN TWO YEARS.....4%  |
|  | TWO TO FIVE YEARS.....6%    |
|  | SIX TO TEN YEARS.....9%     |
|  | OVER TEN YEARS.....73%      |
|  | DON'T KNOW/REFUSED.....9%   |
| 3. How would you rate the quality of life in Shoreview -- excellent, good, only fair, or poor? | EXCELLENT.....58%           |
|  | GOOD.....40%                |
|  | ONLY FAIR.....2%            |
|  | POOR.....0%                 |
|  | DON'T KNOW/REFUSED.....0%   |
| 4. What do you like most about living in Shoreview?  | LOCATION.....11%            |
|  | SCHOOLS.....11%             |
|  | QUIET.....15%               |
|  | PEOPLE.....10%              |
|  | GOOD COMMUNITY.....20%      |
|  | PARKS.....5%                |
|  | RURAL/OPEN SPACE.....7%     |
|  | SMALL TOWN FEEL.....7%      |
|  | NEIGHBORHOOD/HOUSING....8%  |
|  | CITY SERVICES.....3%        |
|  | SAFE.....3%                 |
|  | SCATTERED.....1%            |

5. All in all, do you think things in Shoreview are generally headed in the right direction, or do you feel things are off on the wrong track?
- RIGHT DIRECTION.....97%  
WRONG TRACK.....2%  
DON'T KNOW/REFUSED.....1%
6. How would you rate the sense of community identity among residents in Shoreview -- would you say it is very strong, somewhat strong, not too strong, or not at all strong?
- VERY STRONG.....31%  
SOMEWHAT STRONG.....56%  
NOT TOO STRONG.....9%  
NOT AT ALL STRONG.....1%  
DON'T KNOW/REFUSED.....4%
7. Please tell me which of the following do you feel the closest connection to -- the City of Shoreview as a whole, your neighborhood, your School District or something else? (IF "SOMETHING ELSE," ASK:) What would that be?
- CITY OF SHOREVIEW.....27%  
NEIGHBORHOOD.....42%  
SCHOOL DISTRICT.....8%  
CHURCH.....10%  
WORKPLACE.....2%  
FAMILY/FRIENDS.....9%  
DON'T KNOW/REFUSED.....1%  
SCATTERED.....1%
8. Would you recommend living in the City of Shoreview to others?
- YES.....98%  
NO.....1%  
DON'T KNOW/REFUSED.....1%
9. What aspects, if any, of the community should be fixed or improved in the future?
- UNSURE, 13%; NOTHING, 36%; RECREATION FACILITIES, 2%; RAINBOW GROCERY STORE SITE, 3%; PARKS/TRAILS, 2%; ROADS, 5%; RETAIL, 3%; PUBLIC TRANSIT, 5%; SENSE OF COMMUNITY, 3%; COMMUNICATION, 2%; RESTAURANTS, 3%; GROCERY STORE, 3%; SIDEWALKS, 3%; RECREATION PROGRAMS, 2%; SCATTERED, 15%.
10. What, if anything, is currently missing from the City of Shoreview which, if present, would greatly improve the quality of life for residents?
- UNSURE, 11%; NOTHING, 46%; RECREATION FACILITIES, 2%; RETAIL, 7%; ENTERTAINMENT, 3%; LESS ROAD CONSTRUCTION, 2%; RESTAURANTS, 8%; GROCERY STORE, 12%; SIDEWALKS, 3%; SCATTERED, 6%.

I would now like to read a list of characteristics which are a part of the overall quality of life in a community. First, for each one tell me if it is a very important aspect of the quality of life, a somewhat important aspect, a not very important aspect or not at all important aspect of the quality of life.

	VIM	SIM	NVI	NAA	DKR
11. Parks and trails?	52%	40%	7%	2%	0%
12. Recreational programs?	47%	44%	6%	2%	0%
13. Schools?	78%	19%	2%	0%	1%
14. Open space?	43%	48%	8%	1%	0%
15. Lakes?	43%	47%	9%	1%	0%
16. Shopping opportunities?	31%	46%	20%	4%	0%
17. Public safety?	76%	19%	4%	1%	0%
18. Community celebrations?	29%	53%	15%	3%	1%
19. Theater and Arts?	15%	54%	27%	4%	1%
20. Public transportation?	27%	45%	20%	8%	1%

Now for each one, please rate the City of Shoreview on that characteristic as excellent, good, only fair or poor.

	EXC	GOO	FAI	POO	DKR
21. Parks and trails?	45%	47%	7%	0%	1%
22. Recreational programs?	33%	54%	8%	1%	4%
23. Schools?	64%	27%	5%	0%	4%
24. Open space?	47%	42%	11%	0%	1%
25. Lakes?	39%	50%	10%	0%	1%
26. Shopping opportunities?	22%	46%	27%	5%	1%
27. Public safety?	58%	34%	7%	0%	1%
28. Community celebrations?	21%	57%	18%	1%	4%
29. Theater and Arts?	12%	54%	24%	4%	6%
30. Public transportation?	13%	34%	32%	14%	8%

Let's discuss recreational opportunities in the community....

31. How would you rate park and recreational facilities in Shoreview	EXCELLENT.....	33%
-- excellent, good, only fair, or	GOOD.....	63%
poor?	ONLY FAIR.....	2%
	POOR.....	0%
	DON'T KNOW/REFUSED.....	2%

32.	Which Shoreview park, if any, do you or members of your household use most frequently?	DON'T KNOW/REFUSED.....4%
		NONE.....15%
		SHOREVIEW COMMONS.....13%
		MCCULLOUGH.....5%
		LAKE JUDY.....5%
		WILSON.....4%
		SITZER.....3%
		BOBBY THEISEN.....4%
		ISLAND LAKE.....7%
		SNAIL LAKE.....15%
		BUCHER.....2%
		SHAMROCK.....3%
		LAKE OWASSO.....6%
		TURTLE LAKE.....9%
		RICE CREEK REGIONAL.....4%
33.	How would you rate the upkeep and maintenance of Shoreview City Parks -- excellent, good, only fair, or poor?	EXCELLENT.....35%
		GOOD.....62%
		ONLY FAIR.....3%
		POOR.....0%
		DON'T KNOW/REFUSED.....0%
34.	Do you feel the current mix of recreational or sports facilities meets the needs of members of your household?	YES.....92%
		NO.....6%
		DON'T KNOW/REFUSED.....3%
35.	In the past year, have you or any members of this household participated in any city-sponsored park and recreation programs?	YES.....40%
		NO.....59%
		DON'T KNOW/REFUSED.....2%
36.	Does the current mix of city-sponsored recreational programs meet the needs of members of your household?	YES.....89%
		NO.....8%
		DON'T KNOW/REFUSED.....4%

Changing focus....

37.	During the past year, have you or any members of your household used the Shoreview Community Center?	YES.....50%
		NO.....50%
		DON'T KNOW/REFUSED.....1%

IF "NO," SKIP TO QUESTION #45.

IF "YES," ASK: (n=198)

38. Are you or members of your household currently members of the Shoreview Community Center? (IF "NO," ASK:) Were you members in the past?

YES.....	40%
NO/YES.....	22%
NO/NO.....	37%
DON'T KNOW/REFUSED.....	0%

For each of the following characteristics of the Shoreview Community Center, rate the facility as excellent, good, only fair, or poor. If you have no opinion, just say so....

	EXCL	GOOD	FAIR	POOR	DK/R
39. Customer service?	45%	52%	3%	0%	1%
40. Operating hours?	39%	52%	9%	0%	1%
41. Cleanliness?	47%	46%	7%	1%	0%
42. Cost of membership?	28%	44%	22%	2%	4%
43. Cost of programs?	33%	42%	21%	3%	2%
44. Overall experience?	49%	49%	3%	0%	0%

Changing topics....

I would like to read you a list of a few city services. For each one, please tell me whether you would rate the quality of the service as excellent, good, only fair, or poor....

	EXCL	GOOD	FAIR	POOR	DK/R
45. Police protection?	54%	41%	3%	1%	2%
46. Fire protection?	57%	36%	3%	0%	4%
47. Sewer and water?	31%	56%	12%	1%	1%
48. Drainage and flood control?	25%	57%	13%	2%	3%
49. Building inspections?	21%	46%	9%	1%	22%
50. Animal control?	30%	52%	11%	1%	6%
51. Pond maintenance?	20%	48%	17%	3%	13%

For the next set of city services, please consider only their job on city-maintained streets and roads in neighborhoods. That means you should exclude state and county roads, such as Highway 96, Highway 49 and Lexington Avenue, that are taken care of by other levels of government. Keeping that in mind, would you rate each of the following as excellent, good, only fair or poor.....

	EXCL	GOOD	FAIR	POOR	DK/R
52. Street repair and maintenance?	22%	59%	17%	2%	0%
53. Trail maintenance?	35%	51%	9%	1%	5%

	EXCL	GOOD	FAIR	POOR	DK/R
54. Snow plowing of residential streets?	35%	50%	13%	2%	0%
55. Snow plowing of trails?	23%	54%	10%	3%	10%
56. How would you rate the quality of city drinking water -- excellent, good, only fair, or poor?					
			EXCELLENT.....	27%	
			GOOD.....	59%	
			ONLY FAIR.....	11%	
			POOR.....	3%	
			DON'T KNOW/REFUSED.....	1%	
57. When you consider the city property taxes you pay and the quality of city services you receive, would you rate the general value of city services as excellent, good, only fair, or poor?			EXCELLENT.....	21%	
			GOOD.....	68%	
			ONLY FAIR.....	8%	
			POOR.....	2%	
			DON'T KNOW/REFUSED.....	2%	

Changing topics....

58. From what you know, do you approve or disapprove of the job the Mayor and City Council are doing? (WAIT FOR RESPONSE) And do you feel strongly that way?			STRONGLY APPROVE.....	29%	
			SOMEWHAT APPROVE.....	63%	
			SOMEWHAT DISAPPROVE.....	3%	
			STRONGLY DISAPPROVE.....	1%	
			DON'T KNOW/REFUSED.....	4%	
59. From what you have seen or heard, how would you rate the job performance of the Shoreview City Staff -- excellent, good, only fair, or poor?			EXCELLENT.....	24%	
			GOOD.....	69%	
			ONLY FAIR.....	4%	
			POOR.....	1%	
			DON'T KNOW/REFUSED.....	3%	
60. During the past year, have you telephoned or visited Shoreview City Hall?			YES.....	41%	
			NO.....	59%	
			DON'T KNOW/REFUSED.....	0%	

IF "YES," ASK: (n=162)

61. Thinking about your last contact with the City would you rate the overall service you received as excellent, good, only fair, or poor?			EXCELLENT.....	40%	
			GOOD.....	56%	
			ONLY FAIR.....	4%	
			POOR.....	1%	
			DON'T KNOW/REFUSED.....	0%	

Moving on....

62.	How would you rate the general condition and appearance of homes in your neighborhood -- excellent, good, only fair, or poor?	EXCELLENT.....38% GOOD.....59% ONLY FAIR.....3% POOR.....0% DON'T KNOW/REFUSED.....0%
63.	How would you rate the general condition and appearance of yards in your neighborhood -- excellent, good, only fair, or poor?	EXCELLENT.....36% GOOD.....58% ONLY FAIR.....6% POOR.....0% DON'T KNOW/REFUSED.....1%
64.	Over the past two years, has the appearance of your neighborhood improved, declined or remained the same?	IMPROVED.....33% DECLINED.....6% REMAINED THE SAME.....61% DON'T KNOW/REFUSED.....1%
65.	Is the City of Shoreview doing enough, too much or too little in providing residents and business owners opportunities to maintain and improve the appearance of their properties?	ENOUGH.....85% TOO MUCH.....2% TOO LITTLE.....6% DON'T KNOW/REFUSED.....7%

Currently, the City of Shoreview generally enforces codes concerning residential property only when a complaint is made. Some cities take a more active approach, and inspect residential neighborhoods for code violations on an on-going basis.

66.	Would you favor or oppose a more active approach by the City in the enforcement of residential property codes? (WAIT FOR RESPONSE) Do you feel strongly that way?	STRONGLY FAVOR.....15% FAVOR.....45% OPPOSE.....21% STRONGLY OPPOSE.....11% DON'T KNOW/REFUSED.....8%
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The City of Shoreview contracts with the Greater Metropolitan Housing Corporation to provide Shoreview residents with the Housing Resource Center. This center offers free home improvement counseling services to residents and access to a variety of loan programs including the Shoreview Home Improvement Loan.

67.	Prior to this survey, were you aware of the Housing Resource Center?	YES.....56% NO.....43% DON'T KNOW/REFUSED.....1%
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Turning to the issue of public safety in the community....

I would like to read you a short list of public safety concerns.

- 68. Please tell me which one you consider to be the greatest concern in Shoreview? If you feel that none of these problems are serious in Shoreview, just say so.
- 69. Which do you consider to be the second major concern in the city? Again, if you feel that none of the remaining problems are serious in the city, just say so.

	FIRST	SECOND
Violent crime.....	6%	3%
Traffic speeding.....	25%	12%
Drugs.....	10%	11%
Youth crimes and vandalism.....	16%	16%
Identity theft.....	3%	7%
Break-ins and theft from automobiles.....	10%	10%
Business crimes, such as shop- lifting and check fraud.....	3%	6%
Residential crimes, such as burglary, and theft.....	8%	6%
ALL EQUALLY.....	2%	2%
NONE OF THE ABOVE.....	16%	25%
DON'T KNOW/REFUSED.....	2%	3%

- 70. How would you rate the amount of patrolling the Ramsey County Sheriff's Department does in your neighborhood -- would you say they do too much, about the right amount, or not enough?
 

TOO MUCH.....	3%
ABOUT RIGHT AMOUNT.....	86%
NOT ENOUGH.....	11%
DON'T KNOW/REFUSED.....	1%

- 71. How serious of a problem is traffic speeding in your neighborhood -- very serious, somewhat serious, not too serious, or not at all serious?
 

VERY SERIOUS.....	7%
SOMEWHAT SERIOUS.....	46%
NOT TOO SERIOUS.....	26%
NOT AT ALL SERIOUS.....	20%
DON'T KNOW/REFUSED.....	2%

Changing topics...

- 72. What retail or business services do you feel are lacking or are limited in Shoreview?
 

DON'T KNOW/REFUSED.....	3%
NONE.....	33%
FINE DINING.....	12%
FAMILY RESTAURANTS.....	19%
ENTERTAINMENT.....	10%
BOUTIQUE SHOPS.....	6%
FAST FOOD.....	3%
BIG BOX RETAIL.....	6%
GROCERY STORE.....	9%

Turning to communications....

73. What is your primary source of information about the City of Shoreview?

DON'T KNOW/REFUSED.....	1%
CITY NEWSLETTER.....	52%
LOCAL NEWSPAPER.....	16%
CITY WEBSITE.....	11%
CABLE TELEVISION.....	3%
MEETINGS.....	4%
WORD OF MOUTH.....	8%
SOCIAL MEDIA.....	2%
PIONEER PRESS/STRIB.....	2%
SCATTERED.....	1%

74. Do you recall receiving the City publication -- "The Shore Views" -- during the past year?

YES.....	88%
NO.....	12%
DON'T KNOW/REFUSED.....	0%

IF "YES," ASK: (n=350)

75. Do you or any members of your household regularly read it?

YES.....	95%
NO.....	5%
DON'T KNOW/REFUSED.....	0%

76. How effective is this city publication in keeping you informed about activities in the city -- very effective, somewhat effective, not too effective, or not at all effective?

VERY EFFECTIVE.....	39%
SOMEWHAT EFFECTIVE.....	53%
NOT TOO EFFECTIVE.....	6%
NOT AT ALL EFFECTIVE.....	0%
DON'T KNOW/REFUSED.....	1%

78. Does your household currently subscribe to cable television, satellite television, or neither?

CABLE.....	55%
SATELLITE.....	30%
NEITHER.....	15%
DON'T KNOW/REFUSED.....	0%

IF "CABLE," ASK: (n=218)

For each of the following, please tell me if you have watched that channel or program during the past month? (IF "NO," ASK:) How about during the past six months?

	MONT	SIXM	NOWT	DK/R
79. Local Government Access Channel 16?	10%	27%	58%	6%
80. City Council meetings?	7%	23%	63%	7%
81. Planning Commission Meetings?	6%	19%	68%	7%

82.	Do you have access to the Internet from your home?	YES.....84%
		NO.....16%
		DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=336)

83.	Do you access the Internet by DSL, broadband cable, dial-up modem or wireless service?	DSL.....18%
		BROADBAND CABLE.....40%
		DIAL-UP MODEM.....5%
		WIRELESS.....36%
		DON'T KNOW/REFUSED.....1%

84.	Have you accessed the City of Shoreview's website?	YES.....59%
		NO.....41%
		DON'T KNOW/REFUSED.....0%

IF "YES," ASK: (n=197)

85.	How would you evaluate the content of the City's web site -- excellent, good, only fair, or poor?	EXCELLENT.....24%
		GOOD.....71%
		ONLY FAIR.....5%
		POOR.....0%
		DON'T KNOW/REFUSED.....1%

86.	How would you rate the ease of navigating the site and finding the information you sought -- excellent, good, only fair, or poor?	EXCELLENT.....19%
		GOOD.....71%
		ONLY FAIR.....10%
		POOR.....1%
		DON'T KNOW/REFUSED.....0%

Changing topics....

87.	Prior to this survey, were you aware of the Shoreview Community Foundation?	YES.....50%
		NO.....49%
		DON'T KNOW/REFUSED.....1%

As you may know, the Shoreview Community Foundation is a local non-profit organization whose mission is to maintain, enhance, and enrich the quality of life in Shoreview by connecting the generosity of people with evolving community needs. The Foundation has established and built an endowment fund and has provided grants to groups such as the Shoreview Northern LIghts Variety Band, Mounds View High School Volunteer Club, Shoreview Historical Society, Northwest Youth and Family Services and the Turtle Lake School Playground for Everyone project.

88. Keeping in mind the Shoreview Community Foundation will be competing with other charities and causes for contributions, how likely would you be to contribute to the Shoreview Community Foundation in the future -- very likely, somewhat likely, not too likely or not at all likely?

VERY LIKELY.....	7%
SOMEWHAT LIKELY.....	41%
NOT TOO LIKELY.....	27%
NOT AT ALL LIKELY.....	19%
DON'T KNOW/REFUSED.....	7%

Now, just a few more questions for demographic purposes....

89. What is your age, please?

18-24.....	3%
25-34.....	17%
35-44.....	18%
45-54.....	25%
55-64.....	19%
65 AND OVER.....	18%
REFUSED.....	0%

Could you tell me how many people in each of the following age groups live in your household. Let's start oldest to youngest...

90. First, persons over 65?

NONE.....	78%
ONE.....	11%
TWO OR MORE.....	11%

91. Adults between the ages of 50 and 64?

NONE.....	68%
ONE.....	15%
TWO OR MORE.....	17%

92. Adults between the ages of 18 and 49?

NONE.....	40%
ONE.....	24%
TWO OR MORE.....	36%

93. School-aged children or pre-schoolers?

NONE.....	68%
ONE.....	19%
TWO OR MORE.....	13%

94. Do you rent or own your present residence?

OWN.....	80%
RENT.....	20%
REFUSED.....	0%

IF "OWN," ASK: (n=320)

95.	Which of the following categories contains the approximate value of your residential property -- under \$150,000, \$150,000-\$250,000, \$250,001-\$350,000, \$350,001-\$450,000, or over \$450,000?	UNDER \$150,000.....3% \$150,000-\$250,000.....32% \$250,001-\$350,000.....37% \$350,001-\$450,000.....12% OVER \$450,000.....7% DON'T KNOW.....1% REFUSED.....9%
96.	Which of the following best describes your household: (READ) A. Single, no other family at home. B. Single parent with children at home. C. Married or partnered, with children at home. D. Married or partnered with no children or no children at home. E. Something else.	SINGLE/NO OTHER.....25% SINGLE PARENT.....5% MAR/PARTN/CHILDREN.....28% MAR/PARTN/NO CHILD.....41% SOMETHING ELSE.....1% DON'T KNOW/REFUSED.....0%
97.	Are you a member of a private health club?	YES.....15% NO.....85% DON'T KNOW/REFUSED.....1%
98.	What is your occupation and the occupation of your spouse or partner, if applicable?  REFUSED, 9%; PROFESSIONAL-TECHNICAL, 29%; OWNER-MANGER, 8%; CLERICAL-SALES, 10%; BLUE COLLAR, 15%; RETIRED, 22%; NOT WORKING/STUDENT, 7%.	
99.	Is your household telephone service by land line only, cell phone only, or both land line and cell phone?	LAND LINE ONLY.....13% CELL PHONE ONLY.....37% BOTH LAND/CELL.....50% DON'T KNOW/REFUSED.....1%
And now, for one final question, keeping in mind that your answers are held strictly confidential....		
100.	Is your pre-tax yearly household income over or under \$75,000? (IF "OVER," ASK:) Is it over \$100,000? (IF YES, ASK) Is it over \$125,000? (IF "UNDER," ASK:) Is it under \$50,000?	UNDER \$50,000.....16% \$50,000-\$75,000.....25% \$75,001-\$100,000.....28% \$100,001-\$125,000.....9% OVER \$125,000.....10% DON'T KNOW.....1% REFUSED.....12%
101.	Gender	MALE.....49% FEMALE.....51%

102. Area of City

PRECINCT 1N.....	10%
PRECINCT 1S.....	8%
PRECINCT 2.....	9%
PRECINCT 3.....	20%
PRECINCT 4.....	15%
PRECINCT 5.....	22%
PRECINCT 6.....	16%

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL SPECIAL WORKSHOP MEETING  
October 12, 2015**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 7:00 p.m. on October 12, 2015.

**ROLL CALL**

The following attended the meeting:

City Council: Mayor Martin; Councilmembers Johnson, Quigley, Springhorn and Wickstrom

Staff: Terry Schwerm, City Manager  
Rebecca Olson, Asst. to City Manager  
Fred Espe, Finance Director  
Debbie Maloney, Asst. Finance Manager  
Mark Maloney, Public Works Director

**REVIEW OF PROPOSED 2016-2021 CAPITAL IMPROVEMENT PROGRAM**

City Manager Schwerm reviewed the six-year Capital Improvement Program (CIP) for 2016-2021. He noted that 80% of the cost of the CIP is for replacement items.

**Collector Streets**

There are two major collector street projects in 2016. One is a full depth reclamation project on Gramsie Road. The second is Victoria Street between County Road F and Lexington Avenue. These streets are on the City's Municipal State Aid (MSA) system. The MSA system allows the City to use gas tax funds that are allocated to the City to maintain and resurface these streets. Approximately 20% of higher volume City streets are MSA streets. Reimbursement is sent from the State once the money is spent by the City.

The next major MSA project will be in 2020 on North Owasso Boulevard. If the City is allowed to borrow ahead, that project may be considered sooner because of the road condition. MSA funds are also used for the City's portion of County road projects.

**Street Improvements**

The City is in the process of finishing the road work necessary to establish railroad quiet zones. The railroad will be doing their portion of the quiet zone work this fall.

Mayor Martin asked if the City is reimbursed for the road work. Mr. Schwerm answered that the City is spending approximately \$70,000 of City funds on this work. About \$500,000 of the work is being funded from state bonding bill monies.

The two street projects planned in 2016 are: 1) extension of Grand Avenue with a possible trail connection; and 2) Virginia Avenue in Windward Heights on the west side of Highway 49. In 2017, streets in the Sitzer Park area and the Bridge Lane neighborhood between Snail Lake Road and Snail Lake School are scheduled.

### **Park Improvements**

The biggest project planned is the Community Center expansion and Commons Park Master Plan improvements. The cost estimate is \$8 million and scheduled for 2017. This work will primarily be funded by the Community Investment Fund and a planned bond issue. Specific improvement features to the Commons Park will be identified in the Commons Master Plan update that is currently being completed. The Community Center expansion includes a larger indoor playground area, multi-purpose rooms for additional fitness and other recreation activities, and more family locker rooms. These added features are consistent with the expansion study completed in 2014.

Councilmember Johnson asked if the cost of \$8 million is a close projection. Mr. Schwerm stated that this anticipated cost of a building expansion (\$4.5 million) is consistent with the Community Center expansion study. There will be a more thorough discussion of the Commons Park Master Plan when the Council meets jointly with the Parks and Recreation Commission in November.

Other major park projects scheduled with estimated costs are:

2017 - Commons Park - Skate Park Replacement	\$250,000
2019 - Shamrock Park renovation	\$750,000
2021 - McCullough Park renovation	\$750,000

Mayor Martin suggested that renovations for Shamrock and McCullough Parks could be delayed for priorities at the Community Center if needed. Mr. Schwerm responded that the work has been pushed back two years and fits in the budget in the years scheduled.

Councilmember Quigley asked the amount of usage at McCullough and Shamrock Parks. He also asked about installation of a splash pad. Mr. Schwerm explained that McCullough is used for tennis, baseball and lacrosse from spring through fall. It is a lower usage park in winter except for walkers. Shamrock is used for youth soccer. The playground is heavily used by home daycares.

The best place for a splash pad would be at Snail Lake Beach or Turtle Lake Beach. Mr. Schwerm would be hesitant to put a splash pad at the Community Center since it may take away from other revenue generating activities.

### **Trail Rehabilitation and Extensions**

Mr. Maloney reported that the same resurfacing material was used this year as in other years. This year, however, the City purchased and mixed the raw materials and rented the equipment for resurfacing rather than use contractors. The Department of Corrections crews were used to apply the mix. This resulted in being able to resurface more miles of trail.

Councilmember Quigley asked the status of the trail at Chippewa. Mr. Schwerm responded that grading for the sidewalk has begun along Highway 49. Mr. Maloney added that the delay has been waiting for Xcel Energy to remove their poles.

Mr. Schwerm noted that on recommendation by the Bikeways and Trails Committee, a trail segment west on County Road J to complete that trail system is scheduled in 2016. It is proposed as a sidewalk instead of a full sized trail because of the limited right-of-way. It is a difficult segment because of the trees and utilities that must be relocated in order to put the sidewalk in.

### **Municipal Buildings**

The renovation of the Parks and Recreation Department front desk was planned for 2015 but will not be completed until 2016. Offices are being added for staff to be closer to the front desk and deal with rentals. People interested in rentals will be able to sit down in an office and see what is available and ask questions. A handicapped accessible counter is included.

Councilmember Johnson asked the reason for the office addition not to be included with the Community Center expansion. Mr. Schwerm explained that this project was scheduled a couple of years ago but not done. If this work were delayed to be part of the Community Center expansion, it would probably be 2018 before it is done. It is important to have a place to sit with a renter to exchange information about what the Community Center has to offer and the event being planned.

### **Utility System Improvements**

Construction of the water treatment plant is going well and will be completed in 2016. Mr. Maloney noted that the roofing schedule has been changed to be in sequence with the weather. The coordination between the project representatives, contractor, architect and project engineer is going very well.

Councilmember Wickstrom asked if the water treatment plant is completed early if other parts of the project need to be done at the same time, such as Well No. 6. Mr. Schwerm stated that the Well No. 6 project is scheduled in 2016. Sanitary sewer relining is also scheduled for 2016. The storm water pretreatment structure at Lake Shoreview is part of the water quality work committed to with the Lakeview Terrace development. Also, there is an annual allocation from the City's street light utility fund for continued replacement of streetlights citywide.

Councilmember Wickstrom asked if there would be an advantage for the City to borrow funds and replace all the streetlights at once. Savings on the energy efficient lights would pay the interest on the loan. Mr. Schwerm stated that staff will look into whether that approach would mean savings for the City.

### **Major Equipment**

Major equipment, such as replacement vehicles and equipment for the street, utility and park maintenance divisions, is funded by the central garage account. The City's share (60%) of fire equipment is funded through the General Fixed Asset Revolving Fund (GFAR). Replacement

vehicles for the Lake Johanna Fire Department are scheduled in 2017 and 2021. New finance software will also be paid by the GFAR.

Councilmember Quigley asked the status of Station No. 1. Mr. Schwerm stated that the Fire Chief is working on a plan to phase out Station No. 1 in the next year. The property is owned by the Fire Department and probably will be sold. Funds from the property sale will probably be used for future capital expenses.

Mayor Martin cautioned that with the recent annual increases to the Fire Department for the duty crew, she would hope that the Department can hold off on equipment purchases as long as possible. Mr. Schwerm explained that the pumper trucks are on a 25-year schedule. The resale value is very low. Fire Department calls are 90% medical emergencies, not fires. Smaller trucks are typically used for medical calls, not the large trucks.

Councilmember Wickstrom responded that the Fire Department is required to keep up with technology changes.

Councilmember Johnson suggested the Fire Chief meet with the City Council and speak to the equipment need.

Mayor Martin noted the cost of over \$1 million in cost for vehicles in 2017 and 2021. The mileage on current vehicles cannot be high. She questioned whether newer vehicles impact service or response time. She would like to see a cost analysis comparison with other cities. Mr. Schwerm agreed to schedule the Fire Chief to come and discuss these issues with the Council at an upcoming workshop.

Mr. Schwerm stated that new finance software will be done over the next couple of years before the retirement of the person who maintains this software. Mr. Espe added that there will be savings in having this staff person help with the transition to a new system because the City will not have to hire a consultant and solicit RFPs.

Councilmember Quigley asked about liability issues for the City with social media. He asked if there should be City policies. Ms. Olson responded that she is in the process of developing social media policies that will be brought to the Council. The City has limited language on Facebook that prevents any trouble if a comment is deleted. Anything deleted must be archived as part of the City's record retention policy.

Mr. Schwerm presented a plan not in the CIP for replacement of faded City gateway signage. The cost estimate is in the \$25,000 to \$30,000 range for all signs. It was the consensus of the Council for staff to continue to move forward with a new sign plan.

### **DISCUSSION ON EMAIL ADDRESSES**

Councilmember Wickstrom stated that she has discussed this issue with a representative from the League of Minnesota Cities. She believes the transition to a City email address is necessary. The Council does need to discuss violation of the open meeting law in regard to social media. Ms. Olson noted that there is a different standard for emails and social media in regard to the open meeting law. She will bring information to the Council on this question.

Mayor Martin stated that her preference would be to not have a Council group email because it could be confusing. Mr. Schwerm stated that the League of Minnesota Cities is recommending the City do business on City email addresses, not personal email addresses, to be able to better track City information.

Mr. Schwerm stated that instructions for new City email addresses for Councilmembers will be sent out. New business cards will be ordered. Ms. Olson stated that the new *ShoreViews* should have the new email addresses.

The meeting adjourned.



*Beyond the Yellow Ribbon* will be holding its annual Veterans' Day celebration on November 9, 2015, as part of *Build A Burger Night*. There will be a speaker to explain the *Beyond the Yellow Ribbon* program. Volunteers are needed for the Monday night *Build A Burger* events. Volunteers are also needed to bring desserts.

**Councilmember Springhorn:**

A reminder that tickets are on sale for \$40 for the fundraiser for Northeast Youth and Family Services on Thursday, October 29, 2015, 5:30 to 8:30 p.m. at the Vadnais Heights Commons.

All three public high schools with students from Shoreview have scheduled their fall musicals:

Roseville High School	<i>Footloose</i>	Weekend of October 30 to November 1, 2015
Mounds View High School	<i>Footloose</i>	Weekend of November 5-7, 2015
Irondale High School	<i>Music Man</i>	Weekend of November 5-8, 2015

Councilmember Springhorn noted the death of one of the cast for Mounds View, Beth Heidi, who died from an aggressive infection. He urged all to keep the family in their thoughts and prayers.

**Mayor Martin:**

The Community Center will celebrate its 25<sup>th</sup> Anniversary on Saturday, November 21<sup>st</sup> with price reductions and other special activities for families.

Mayor Martin called on Assistant to City Manager Rebecca Olson for information on the Photography Contest. Ms. Olson stated that the contest theme is on activities to enjoy the fall of the year. The deadline is November 30, 2015.

October is *Breast Cancer Awareness Month*. All are reminded to encourage loved ones to get their annual exams.

**CONSENT AGENDA**

MOTION: by Councilmember Springhorn, seconded by Councilmember Wickstrom to adopt the Consent Agenda for October 19, 2015, and all relevant resolutions for item Nos. 1, through 11:

1. October 5, 2015 City Council Minutes
2. Receipt of Committee/Commission Minutes:
  - Human Rights Commission, August 26, 2015
  - Parks and Recreation Commission, August 27, 2015
  - Bikeways and Trails Committee, September 3, 2015
  - Bikeways and Trails Committee, October 1, 2015

3. Monthly Reports:
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
4. Verified Claims in the Amount of \$1,912,630.21
5. Purchases
6. Developer Escrow Reductions
7. Change Order #1 - Turtle Lane/Schifsky Road Reconstruction and Lexington Avenue Sewer Repair, CP 15-01 and 15-03
8. Approval of Special Event Liquor License - Church of St. Odilia
9. Adoption of Administrative Penalties for Tobacco Violation - Gas Plus 16
10. Award of Quote - Community Center Lighting Retrofit
11. Approval of Shoreview Home Improvement Loan Program Amendment

VOTE:                      Ayes - 5                      Nays - 0

## **PUBLIC HEARING**

### **VACATION OF PUBLIC EASEMENTS - SOUTHVIEW SENIOR LIVING - 4710 CUMBERLAND STREET**

#### **Presentation by Community Development Director Tom Simonson**

The public hearing scheduled was for vacation of public drainage and utility easements dedicated with the Southview Shoreview Plat. The property is being re-platted to include the expansion of a senior living complex. Documents to re-plat the property have not been submitted to the City to show the new easements that are required. Therefore, the Council is requested to continue the public hearing to the November 16, 2015 City Council meeting and extend the application review period from 60 to 120 days. At that time, the Final Plat and Final PUD can be reviewed with the vacation of easements.

**MOTION:**     by Councilmember Johnson, seconded by Councilmember Quigley, to extend the review period from 60 to 120 days and to continue until the November 16, 2015 Council meeting the Public Hearing on the Vacation request submitted by Shoreview Senior Living II LLC, requesting the City vacate the interest of the public in certain portions of the public drainage and utility easements over, under and across Lots 1 and 2, Block 1, Shoreview Southview, Ramsey County, Minnesota, based on the following finding:

1. Delaying review and action on this vacation request will provide the applicant time to show how the property will be re-platted. Until the final plat has been reviewed, it is not possible to determine that there is no longer a public interest in the easements that have been proposed for vacation.

**Discussion:**

City Attorney Kelly stated that he has reviewed the notice for the public hearing which is in proper order. The public hearing does not need to be re-noticed, as the minutes of this meeting will be sufficient to give notice of the new date.

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

**GENERAL BUSINESS****ADOPTION OF TAX ABATEMENT POLICY AND REVISED APPLICATION FOR BUSINESS FINANCING ASSISTANCE****Presentation by Asst. City Manager/Community Development Director Tom Simonson**

A new policy for the use of tax abatement as a tool for economic development is recommended. This financing tool is allowed by the State but has never been used by the City. Depending on the project, tax abatement can be used as an alternative or a supplement to Tax Increment Financing (TIF). Tax abatements can be granted by cities, counties and school districts for economic development purposes. Abatements are often allowed by taxing jurisdictions in tandem.

The City's Economic Development Authority (EDA) has been working on the development of the Rainbow Foods site. This property does not qualify for a new TIF District. Tax abatement is being considered as a financing tool to assist with the high costs of redevelopment. Staff is recommending the City adopt the proposed policy on the potential use of Tax Abatement. Business Financing Applications have been revised to include Tax Abatement as a requested financing source. The EDA has reviewed the policy and unanimously recommends adoption of the new Tax Abatement Policy.

Councilmember Wickstrom asked if the restrictions are the same as TIF. Mr. Simonson stated there are fewer restrictions. The City would be reimbursing the developer over time. There would be no bonding involved.

Mayor Martin noted that there are levy implications involved with tax abatement. Mr. Simonson explained that taxes that would be collected from a project are reimbursed to the developer. It is required that the City levy make up for this reimbursement.

Councilmember Quigley stated that the potential use of tax abatement on this property will be long term. Financial aspects of an application need to be reviewed closely. However, he has no objection to supporting a City policy regarding tax abatement.

Councilmember Johnson stated that there will be a significant amount of redevelopment in the City. She commended staff for looking into this new option for financing. It is important to be innovative and increase economic development tools available.

**MOTION:** by Councilmember Johnson, seconded by Councilmember Quigley to adopt the Tax Abatement Policy and revisions to the business financing applications, as recommended by the Economic Development Authority.

**ROLL CALL:** Ayes: Quigley, Springhorn, Wickstrom, Johnson, Martin  
Nays: None

## **RENEWAL OF LAW ENFORCEMENT AGREEMENT WITH RAMSEY COUNTY**

### **Presentation by City Manager Terry Schwerm**

Renewal of the City's contract with Ramsey County for law enforcement services is presented. The agreement is for three years and is a model of the agreements with the six other cities that contract for law enforcement services with Ramsey County. The contract includes patrol services, investigations, traffic, speed enforcement, coordination of volunteers and animal control. Representatives from the Sheriff's Department will attend Public Safety Committee and City Council meetings when requested. Staff is recommending approval of the agreement which extends from January 1, 2016 through December 31, 2018.

Councilmember Quigley asked if all contracting cities receive the same scope of services. Mr. Schwerm explained that each year the Ramsey County Sheriff's Department submits a budget that is reviewed by all contracting cities. Approval of the Sheriff's Department budget is by consensus of the contracting cities. Then each city's portion of cost is incorporated into that city's budget.

Councilmember Johnson noted the high level of professionalism of services provided by the Ramsey County Sheriff's Department.

Councilmember Springhorn agreed and stated that since his time on the Council he has heard only one complaint about the Sheriff's Department, which was promptly investigated and addressed. At *Night to Unite*, he spoke with a number of deputies who clearly care about the community.

Councilmember Wickstrom stated that the Ramsey County Sheriff's Department does a fabulous job of protecting the City at a reasonable cost that saves the City from having its own police department.

Mayor Martin emphasized the savings to the City by not having its own police department in addition to the very professional services provided.

**MOTION:** by Councilmember Wickstrom, seconded by Councilmember Springhorn to approve Resolution No. 15-93 renewing a 3-year agreement with Ramsey County for the provision of law enforcement services by the Ramsey County Sheriff's Department.

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

**ADJOURNMENT**

MOTION:     by Councilmember Springhorn, seconded by Councilmember Wickstrom to  
                  adjourn the meeting at 7:27 p.m.

VOTE:                         Ayes - 5                         Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_ DAY OF \_\_\_\_\_ 2015.

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Terry Schwerm  
City Manager

**SHOREVIEW PLANNING COMMISSION  
MEETING MINUTES  
September 22, 2015**

**CALL TO ORDER**

Chair Solomonson called the September 22, 2015 Shoreview Planning Commission meeting to order at 7:00 p.m.

**ROLL CALL**

The following Commissioners were present: Chair Solomonson; Commissioners, Doan, Ferrington, McCool, Peterson, and Schumer.

Commissioner Thompson was absent.

**APPROVAL OF AGENDA**

MOTION: by Commissioner Schumer, seconded by Commissioner Peterson to approve the September 22, 2015 Planning Commission meeting agenda as presented.

VOTE:                                   Ayes - 6                                   Nays - 0

**APPROVAL OF MINUTES**

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to approve the August 25, 2015 Planning Commission meeting minutes as presented.

VOTE:                                   Ayes - 6                                   Nays - 0

**REPORT ON CITY COUNCIL ACTIONS**

**Presentation by City Planner Kathleen Castle**

The City Council approved the following as recommended by the Planning Commission:

- Ramsey County Library application for rezoning/Planned Unit Development - Development Stage
- Oak Hill Montessori School Preliminary Plat/Site and Building Plan Review with Special Permit for 6-foot fence
- Southview Senior Living Comprehensive Plan Amendment/Rezoning/ Preliminary Plat/Planned Unite Development - Development Stage
- Conditional Use Permit for Gary Boryczka for outside storage

## **NEW BUSINESS**

### **VARIANCE/RESIDENTIAL DESIGN REVIEW**

**FILE NO.:** 2590-15-33  
**APPLICANT:** JONATHAN GUSDAL & SONJA HAGANDER  
**LOCATION:** 3194 WEST OWASSO BOULEVARD

#### **Presentation by City Planner Kathleen Castle**

The applicants propose to demolish the existing home and build a new home in a similar location. The proposed new home would be a two-story design with walkout level and attached garage. It would consist of 2400 square feet of foundation area. Access will be from the existing drive, which will be realigned due to the slope of the property. The property is a substandard riparian lot with a width of 75 feet.

The proposal complies with City standards for foundation area, lot coverage, building height, side yard setbacks and architectural mass. The variances requested are to reduce the minimum setback from the Ordinary High Water (OHW) mark from 162.5 feet to 105.4 feet for a new house and to 97.6 feet for a patio; and to increase the setback from the West Owasso Boulevard right-of-way from 134.5 feet to 175.5 feet.

The applicant states that the location of the adjacent home to the south creates practical difficulty because it is placed closer to the street than other nearby homes. The applicant's proposed location for the new home is consistent with other houses and uses the level portion of the lot.

Staff agrees that practical difficulty is present and that the new home would be aligned with other homes along this section of West Owasso Boulevard and Lake Owasso. The proposal does not alter the character of the neighborhood. The home to the south creates practical difficulty because of its setback of 58.5 feet from the front property line. There are also unique circumstances of topography with the slope of the lot from West Owasso Boulevard to the lake.

Seven landmark trees are proposed to be removed, the majority of which are on the street side of the home. The City requires a 2:1 replacement ratio. The property will be regraded. Storm water will be managed with French drains located along the north and south property lines. Water will drain into the yard of the subject property. Shoreland Mitigation requirements are met with architectural mass and the reduction of impervious surface by 8.75%.

Property owners within 150 feet were notified of the proposal. No comments were received. Staff is recommending approval with the conditions listed in the staff report.

Chair Solomonson noted this application was reviewed in 2012. He asked the difference from the 2012 application and this application. Further, he asked for clarification on how a French drain works. Ms. Castle stated that in 2012 there was a building height variance requested which was not approved. The building height in this application is in compliance. A French drain is a

covered ditch with a perforated pipe from which storm water is channeled from lot lines into yard areas.

**Mr. Jonathan Gusdal**, Applicant, stated that there is a storm water pipe on the property that was abandoned by the City many years ago. He asked what plans the City has for that pipe, as it is an eyesore. He would like it to be taken away. Ms. Castle responded that the City Engineer will review the issue and make a determination.

**Mr. Tim Holt**, Project Architect, stated that a French drain system is an area that is porous so that any water that reaches it will flow down into the pipe and out to the yard. It will be kept as hidden as possible.

Commissioner Ferrington commended the use of native vegetation. She suggested that in the area where the French drains discharge water, rain gardens be added because they are very effective at infiltrating water.

**Mr. Bill Champion** stated that he lives in the adjacent home to the south. He stated that the storm water pipe referred to by the applicant continues to be used. There are drain pipes from his yard that connect to that storm water pipe. He asked the time line for resolving this issue, as he is leaving for the winter on October 3, 2015, and will not return until next May. He would like to have input if possible on the decision.

The consensus of Commissioners was that the applicants have presented a good design working with a difficult lot and agreement with staff that the home to the south does create practical difficulty.

**MOTON:** by Commissioner Schumer, seconded by Commissioner Ferrington to adopt Resolution 15-86 approving variance requests submitted by Jonathan Gusdahl and Sonja Hagander to construct a new home at 3194 West Owasso Boulevard. The variances approved are: 1) To reduce the minimum 162.5-foot structure setback from the Ordinary High Water (OHW) of Lake Owasso to 105.4 feet for the home and 97.6 feet for the patio, and 2) to increase the maximum 134.5-foot structure setback from the front property line to 175.5 feet. These approvals are subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Residential Design Review application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
3. Impervious surface coverage shall not exceed 25% of the total lot area as a result of this project. Foundation area shall not exceed 18%.
4. Seven landmark trees will be removed as a result of the development, and eight replacement trees are required. A cash surety to guarantee the replacement trees shall be submitted prior to issuance of a building permit.

5. A tree protection plan shall be submitted prior to issuance of a demolition permit. The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
6. A final site grading, stormwater management and erosion control plan shall be submitted prior to the issuance of a building permit for the project. This plan shall include a phased, or sequenced, erosion control and stormwater management plan that details the methods that will be used during the phases of the project, and is subject to the approval of the City Engineer.
7. A permit from the Ramsey Washington Metro Watershed District shall be obtained, if required, prior to the issuance of a building permit.
8. A Mitigation Affidavit shall be executed prior to the issuance of a building permit for the new residence.
9. A building permit must be obtained before any construction activity begins.
10. This approval is subject to a 5-day appeal period.

This approval is based on the following findings:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan, including the Land Use and Housing Chapters.
2. The proposal is consistent with the City's housing policies regarding housing, neighborhood reinvestment, and life-cycle housing.
3. Practical difficulty is present as stated in Resolution 15-86.

VOTE:           Ayes - 6                           Nays - 0

**PUBLIC HEARING –PRELIMINARY PLAT\***

**FILE NO:                   2591-15-34**  
**APPLICANT:               RAMSEY COUNTY (LIBRARY)**  
**LOCATION:                   4570 VICTORIA, 805/795 HIGHWAY 96**

**Presentation by City Planner Kathleen Castle**

Ramsey County has submitted a preliminary plat to create two parcels for a new County library. Rezoning and PUD Development Stage have previously been approved by the City Council. One parcel would be for the existing library; one would be for the new library. The site plan has been approved for a new 34,000 square foot library facility. The setback deviations requested under the PUD have been approved for the building and parking. The County will enter into a lease purchase agreement with the Mounds View School District for the sale of the existing library building.

There are no defined lot standards with the PUD. The plat combines three existing parcels into two parcels. Both proposed parcels are consistent with the PUD approval. Lot 1 would have 1.95 acres; Lot 2 over 2 acres for the new facility.

Staff is making an additional recommendation that a 10-foot drainage/utility easements would be required along Victoria Street and the Upper/Lower Commons Road. Shared driveway and maintenance agreements are required. An existing easement needs to be vacated with the Final Plat.

Property owners within 350 feet were notified, and the public hearing notice was published in the City's legal newspaper. No comments were received.

Staff finds that the plat is consistent with Code requirements and the previous PUD approval and recommends the application be forwarded to the City Council with a recommendation for approval.

Commissioner Ferrington asked if the 10-foot drainage easement would interfere with the building placement. Ms. Castle answered that there should be no impact to the placement of the building.

City Attorney Kelly stated that proper notice has been given for the public hearing.

Chair Solomonson opened the public hearing. There were no comments or questions.

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to close the public hearing at 7:34 p.m.

VOTE: Ayes - 6 Nays - 0

Commissioner McCool asked if Upper Commons Road is a public street. Ms. Castle answered, no. Commissioner McCool noted an encroachment on Upper Commons Road and asked if it that encroachment should remain part of Upper Commons Road. Ms. Castle explained that the Upper Commons Road alignment does not necessarily follow what is shown on the plan. She suggested a condition of approval for that issue to be reviewed before the Final Plat.

**Mr. Bruce Thompson**, Director Property Management for Ramsey County, introduced Mr. Paul McGinley, Vice President and Principal Land Surveyor for Loux Associates. **Mr. McGinley** stated that the encroachment is not on Upper Commons Road. It is an encroachment of a 20-foot water main easement that cuts through that corner. It will not impact the road corridor.

MOTION: by Commissioner Schumer, seconded by Commissione Ferrington to recommend the City Council approve the Preliminary Plat submitted by Ramsey County for the future regional library in the Shoreview Commons area. Said approval is subject to the following:

### **Preliminary Plat**

1. The Final Plat shall include dedicated drainage and utility easements along the front property lines abutting Victoria Street and along the side and rear lot lines abutting the Upper and Lower Commons Road.

2. The applicant shall execute an agreement for this Plat addressing the shared driveway, parking and maintenance between Lots 1 and 2. Said agreements shall be submitted to the City Attorney for review and approval prior to the City's release of the Final Plat.
3. The applicant shall submit a request to vacate the existing utility easement per Document 2599472 concurrent with the Final Plat application.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Institutional land use in the Comprehensive Plan.
2. The proposed plat complies with the standards (as conditioned) of the City's Subdivision Code.
3. The proposed plat is consistent with the approved Planned Unit Development.

Discussion:

Chair Solomonson offered an amendment before the motion was seconded that the motion state 10 feet for the easement. Commissioner Schumer accepted the amendment. Commissioner Ferrington seconded the motion as amended.

VOTE:                      Ayes - 6                      Nays - 0

## MISCELLANEOUS

### DISCUSSION - ACCESSORY STRUCTURE REGULATIONS

#### **Presentation by City Planner Kathleen Castle**

Staff is proposing changes to accessory structure regulations based on previous discussions with the Planning Commission and City Council regarding applications for Conditional Use Permits and variances for detached accessory structures that serve as storage sheds. The goal of the City regulations is to insure that the dwelling unit remains the primary structure and primary use of the property. The new regulations allow more flexibility with a tiered system based on lot size. Four tables were presented to Commissioners. Each table lists proposed standards for properties that are less than one-half acre; one-half to 1 acre; 1 acre to 2 acres; or more than 2 acres.

**Less than 1/2 acre:** For an attached accessory structure, currently allowed 1000 square feet or 80% of the dwelling unit, whichever is more restrictive. If there is an attached garage less than two cars, or no attached garage, allowed 750 square feet is allowed or up to 75% of the dwelling unit for a detached garage. Total accessory structure permitted is 1200 square feet, or 90% of the dwelling foundation area. With an attached garage with two cars or more, accessory structures can be 150 square feet or between 150 square feet to 288 square feet with a Conditional Use Permit. All permitted accessory structures require a setback of 5 feet from a side lot line and 10 feet from a rear lot line. If there is a Conditional Use Permit, the setback must be 10 feet from the side lot line.

The change proposed would be to loosen requirements for detached accessory structures that serve as storage sheds. Square footage would be increased from 150 square feet to 200 square feet with

no change to the setback requirements. A Conditional Use Permit would allow 200 square feet to 288 square feet with no change to the setback requirements.

**Property of 1/2 acre to 1 acre:** Standards for detached accessory structures that serve as a garage would be loosened to allow 1000 square feet or 80% of the dwelling unit, whichever is more restrictive. Detached accessory structures to be used as a storage shed could be a maximum of 288 square feet. A Conditional Use Permit would allow from 288 square feet to 440 square feet. As this structure would be larger, it is proposed that setbacks be increased.

**Property of 1 to 2 acres:** Proposed changes to detached structures that serve as a garage would be 1000 square feet or 80% of the dwelling unit foundation area, whichever is more restrictive. The combined area would be 1500 square feet or 100% of the dwelling unit foundation area. A second detached accessory structure could be up to 440 square feet or larger. Anything over 440 square feet would require a Conditional Use Permit. Larger setbacks would be required with larger structures.

**Property of 2 acres or more:** Proposed changes would relate to detached accessory structures at 1000 square feet or 80% of the dwelling unit foundation area, whichever is more restrictive. The combined area could be 100% of the dwelling unit foundation area. A Conditional Use Permit would be required for accessory structure area above 100%. A second detached accessory structure could be up to 440 square feet. Anything over 440 square feet would require a Conditional Use Permit. Larger setbacks would be required with larger structures.

A number of example aerial photographs were shown of individual non-riparian and riparian properties of varying sizes and with varying dwelling unit foundation area and accessory structure area.

Commissioner Doan stated that a second dwelling unit may be increasingly requested as intergenerational families choose to live in close proximity. He noted that trends in technology and transportation discussions project not necessarily owning a car but having a membership to a car service. Three-car garages and larger accessory structures will not be needed in the future.

Chair Solomonson asked if garage space could be converted to living space. Ms. Castle stated that under the current regulations, living space has to be attached to the main dwelling unit. The main obstacle to converting a garage to living space is the setback requirement. Garages can have a setback of 5 feet; living space units must have a setback of 10 feet.

Commissioner Peterson stated that previously the size of accessory structures was based on under one acre or over one acre, and there were many circumstances that did not fit that definition. This tiered system is a good breakdown of possible situations. He asked if it is necessary to have Conditional Use Permits but rather use variances for anything outside of the now better defined categories.

City Attorney Kelly responded that under a Conditional Use Permit, the property owner has a right to the use or proposed structure, and the City, with a Conditional Use Permit, has the opportunity to place conditions on that use. With a variance, there is no entitlement, and the

three criteria must be met. The hardest measure to meet is to prove there is hardship not created by the property owner. A stricter position to not allow Conditional Use Permits.

Commissioner Peterson asked if conditions can be added to the Code regarding Conditional Use Permits. City Attorney Kelly stated that he would not advise specifying conditions in the Code because there will be situations that do not fit the defined conditions. Then it will be a question of whether a Conditional Use Permit can be used or a variance has to be used.

Ms. Castle explained that the standards for properties of 2 acres or more are looser because in order to have non-domestic animals, the property must be 2 acres or more. Some properties have older stables where non-domesticated animals were housed or could be housed.

Chair Solomonson thanked staff for the aerial photograph examples, which make it easier to understand the numbers proposed. He believes the dwelling unit should be the principal structure on the property. A Conditional Use Permit should be allowed because it would be impossible to justify a larger accessory structure under the criteria for a variance. He supports the proposed new regulations. He would like to know the average lot size and questioned whether the cutoff should be 0.5 acre or could be 0.45 acre.

Commissioner McCool stated that the proposed tiered system makes sense. He sees accessory structures as falling into three categories: 1) permitted uses; 2) conditional uses; and 3) variances. He sees the Conditional Use Permit as the narrowest category. He would like to see an upper size limit for a Conditional Use Permit for two-acre properties. Otherwise, it will be difficult for the City to deny any application. He noted that all lots are not the same. Some lots have a small amount of space that is buildable while other lots have space for buildings to be spread out. His question is whether there should be flexibility to deny an application for a lot that is 1.2 acres, but the size is distorted because of wetland or lake. Overall, the proposed changes are a real improvement.

Chair Solomonson agreed with Commissioner McCool that all lots are not the same. Even though within stated Code, the intensity of buildings having to be located close together is harder to approve. He asked a reasonable upper limit for a Conditional Use Permit. Ms. Castle stated that staff discussed it in terms of percent of dwelling, not square footage and reached 150%.

Commissioner McCool stated that 125% would be agreeable, but 1 1/2 times the size of a primary structure is large, and the Planning Commission should be able to deny that size.

Commissioner Doan agreed that Conditional Use Permits should have a cap for lots that are 2 acres or more. In the 1 to 2-acre lots, he would delete "or larger" and define a specific size limit above which would require a variance.

Commissioner Ferrington suggested an upper limit to a Conditional Use Permit of 125% of the dwelling unit foundation area for 1 to 2 acre size lots and 150% for 2 acre or more.

Commissioner McCool stated that he could support 100% of space of the primary dwelling unit for accessory structures, but he would not want to see one building that large.

Commissioner Peterson stated that he does not agree with 100% in 1 to 2 acre properties but can support 100% on property of over 2 acres.

Commissioner McCool agreed because those with attached garages should not be able to build a bigger accessory structure than those who have no garage.

Regarding setbacks, City Attorney Kelly stated that if it is reasonable to have a 5-foot setback, a variance would not be necessary, but the Commission could put a condition of an increased setback.

Chair Solomonson stated that he would definitely want setbacks tied to the size of a structure. Ms. Castle explained that if the structure was up to 200 square feet, the setback could be 5 feet. Anything larger would require a 10-foot setback. She will bring back proposed regulations based on this discussion. Then a joint meeting with the City Council will be scheduled.

### **City Council Assignments**

Commissioners Ferrington and Solomonson will respectively attend the October 5, 2015 and October 19, 2015 City Council meetings.

### **Meeting Dates**

It was the consensus of the Planning Commission to maintain the meeting dates for November and December to November 17, 2105 and December 15, 2015, to accommodate the holidays.

### **ADJOURNMENT**

MOTION: by Commissioner Schumer, seconded by Commissioner Doan to adjourn the meeting at 9:04 p.m.

VOTE: Ayes - 6 Nays - 0

ATTEST:

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Kathleen Castle  
City Planner

**PARKS AND RECREATION COMMISSION  
MINUTES  
OCTOBER 22, 2015  
COUNCIL CHAMBERS – CITY HALL**

**CALL TO ORDER**

Parks and Recreation Commission Chair Desaree Crane called the October 22, 2015 meeting of the Parks and Recreation Commission to order at 7:04 PM.

**ROLL CALL**

Commission Members Present: Desaree Crane, Sarah Bohnen, Athrea Hedrick, Catherine Jo Healy, Carol Jauch and Tom Lemke

Members absent: Craig John, Charlie Oltman, Linda Larson

Others Present: Terry Schwerm, City Manager

**APPROVAL OF MINUTES**

Lemke moved, seconded by Hedrick, approval of the August 27, 2015 minutes. Motion was unanimously adopted.

**REVIEW OF PROPOSED 2016 COMMUNITY CENTER RATE ADJUSTMENTS**

Schwerm summarized the proposed 2016 Community Center Rate Adjustments that were proposed:

Daily Admission Rates – very small increases of about \$.05 on daily admission rates and \$1.00 (about 3%) on family admission rates.

Membership Rates – most membership rates are proposed to increase between 1.5% and 3%. The City's practice has been to increase rates each year by 2-3% rather than holding rates for a few years and then increasing them by a larger amount.

Rental Rate – after conducting a survey of room rental rates, it was determined that the Shoreview banquet and meeting rooms are relatively inexpensive compared to other facilities. Staff is recommending increases in room rental rates, particularly for banquet room rentals on Friday or Saturday evenings. Room rental rates were not increased in 2015.

Jauch asked what percentage of memberships are held by Shoreview residents. Schwerm indicated that the resident/non-resident member breakdown is typically about 2/3 Shoreview residents, 1/3 non-residents.

Lemke asked if it would make sense to hold membership rates steady since membership revenue has been decreasing. Schwerm indicated that he believes the decreased membership revenue is the result of more fitness options being available in the area (Anytime Fitness, Snap Fitness, Farrell's, Lifecore Yoga, and other private workout centers). The proposed increases are small enough that people are not making membership decisions based on a relatively small increase in the membership rates. Jauch indicated that she would like to see a greater difference between the resident and non-resident rate. Schwerm indicated that non-residents currently pay about 25% - 30% higher membership rates than resident memberships at this time.

Bohnen asked if we have considered offering memberships that include fitness classes. Schwerm indicated that there are already 24 different membership categories and creating one that includes fitness classes could result in at least 16 more membership levels. He noted that annual memberships do receive a 30% discount off of fitness classes. Healy indicated that if you take a few classes a week, the membership pays for itself in the savings on class fees. Schwerm said that he would have Michelle Majkozak and Amy Ferguson attend a future meeting to review fitness programs and discuss why we haven't included classes as part of the membership.

After further discussion by the Commission, Jauch moved, seconded by Lemke, that the Commission recommend that the City Council maintain the current membership rates for residents and increase the daily admission, non-resident membership rates and rental rates as proposed. Motion was adopted 5-1 (Healy voted no).

### **DISCUSSION REGARDING SHOREVIEW COMMONS MASTER PLAN**

Schwerm indicated that the City has had the consulting firm Stantec to assist with the Shoreview Commons Master Plan update project. Commission Chair Desaree Crane was part of the interview panel and Stantec was the consensus choice for the project. Although the City has not worked with Stantec before on park issues, they bring a wide variety of experience to the project. They are one of the leaders in designing outdoor refrigerated ice and have recently designed several ice track projects. There has been a joint meeting of the Parks and Recreation Commission and City Council scheduled on Monday, November 9<sup>th</sup> (time still to be determined) to begin discussion on the Commons Master Plan. There will be a kick-off meeting where there will be discussion on what type of facility we would like to see considered in the Master Plan. Stantec will then develop some alternative concepts that will likely be reviewed at another point meeting early in 2016.

Lemke asked the status of the athletic fields as part of the Master Plan project. Schwerm reported that the existing full size soccer field is heavily used, but the current softball field area tends to be underused.

There was also a brief discussion regarding the library project and the impact on the Master Plan.

## **STAFF REPORT**

Schwerm reported on the following:

- The City is currently recruiting for an Assistant Community Center Manager. David Martin, who had worked as a Community Center Manager, had recently resigned.
- The Volunteer Recognition Dinner is scheduled on Thursday, November 19<sup>th</sup>. He encouraged Commission members to attend the annual event.
- Reported that the Community Center would be celebrating its 25<sup>th</sup> Anniversary on November 20 and 21 and highlighted the events that would be occurring. Prices will be rolled back to 1990 levels and there will also be a 25 days for \$25 membership special.
- The Department is going through a software upgrade with our vendor VSI. It has taken a lot of staff time and they are still trying to work out the bugs on this web based software program.
- New park signs were installed at Shamrock, McCullough, Wilson and Bobby Theisen parks. There is still some additional landscaping around the sign that will occur next spring.

## **COMMISSION REPORTS**

None

## **ADJOURNMENT**

Lemke moved, seconded by Healy that the meeting be adjourned at 8:04 pm.

# MOTION SHEET

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

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

Date	Description		
10/21/15	Accounts payable		\$200,064.52
10/22/15	Accounts payable		\$911,290.38
10/28/15	Accounts payable		\$208,166.53
11/02/15	Accounts payable		\$122,366.07
	<b>Sub-total Accounts Payable</b>	<b>\$</b>	<b>1,441,887.50</b>
10/30/15	Payroll (including direct deposits)	\$	166,835.03
	<b>Sub-total Payroll</b>	<b>\$</b>	<b>166,835.03</b>
	<b>Total</b>	<b>\$</b>	<b>1,608,722.53</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Springhorn		
Martin		

11/02/15

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
4IMPRINT	FARMERS MARKET BAG GIVEAWAY	225	43590	2174		001		\$378.82	\$378.82
AMERICAN ENGINEERING TESTING,	MATERIAL TESTING RED FOX POND	603	45850	3190				\$407.25	\$407.25
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP RENEWAL - HILL	101	44100	4330				\$270.00	\$270.00
AMERICAN WATER WORKS ASSOCIATI	MEMBERSHIP RENEWAL FOR 2016	101	42050	4330				\$1,834.00	\$1,834.00
BAILEY, JEREMY	MRPA CONFERENCE MILEAGE REIMBURSEMENT	101	43400	3270				\$108.10	\$108.10
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$3.88	\$3.88
BRAUN INTERTEC CORPORATION	WTP CONSTRUCTION TESTING CP 14-02	454	47000	5910				\$2,397.00	\$2,397.00
C & E HARDWARE	NEW YEARS EVE SUPPLIES - TWINE	225	43580	2172		002		\$24.99	\$24.99
CARLSON, ALAYNA	SOCCER REF OCT 10 & 17	225	43510	3190		007		\$120.00	\$120.00
CITY OF SHOREVIEW	REPLENISH PETTY CASH - CITY HALL	601	45050	4500		003		\$10.00	\$87.00
		101	40500	4500		004		\$7.00	
		101	42050	4500				\$10.00	
		101	42050	4500				\$10.00	
		101	40210	4890		010		\$50.00	
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$201.05	\$201.05
DORSEY & WHITNEY LLP	2015A BOND COUNCIL	601	48300	6200				\$7,105.26	
		602	48300	6200				\$1,702.79	
		603	48300	6200				\$887.51	
		382	48200	6200				\$304.44	
DYNAMEX INC	DELIVERY TO EAGAN POST OFFICE 9/30/15	601	45050	3220		001		\$14.56	
		602	45550	3220		001		\$14.56	
EMERT, CAROL	PUMPKIN PATCH	220	22040					\$17.00	\$17.00
ESPE, FRED	MNGFOA CONFERENCE	101	40500	4500		005		\$506.61	\$506.61
FATKHIYEV, NATHANIEL L	SOCCER REF OCT 10 & 17	225	43510	3190		007		\$80.00	
FERGUSON WATERWORKS #2516	A-1 COVERS	601	45050	2280		004		\$970.64	\$970.64
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 10-23-15	101	20431					\$403.78	\$458.78
		101	20432					\$55.00	
GPRS-C/O CITY OF APPLE VALLEY	GOVERNMENT REVIEW SEMINAR:HARMON/ROESLER	101	40550	4500		001		\$40.00	\$80.00
		101	40500	4500		016		\$40.00	
GREEN LIGHTS RECYCLING INC	LAMP RECYCLE FEES	220	43800	3810		003		\$557.66	
HEALTH PARTNERS	HEALTH INSURANCE: NOVEMBER 2015	101	20410					\$58,811.04	\$58,811.04
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$131.00	\$131.00
HERMES, ANN	RSV# 1016890 REFUND REFUND	220	22040					\$58.92	\$58.92
HORIZON COMMERCIAL POOL SUPPLY	POOL HEATER REPAIR PART	220	43800	2240		003		\$745.61	\$745.61
JONES, NATHAN	PASS FAMREGF TYPE: ANNUAL MEMBERSHIPS P	220	22040					\$71.00	\$71.00
JRK SEED & TURF SUPPLY	SUPPLIES FOR EAB INJECTION	101	43900	2180				\$1,976.00	\$1,976.00
KUIPER, ALYSSA	PUMPKIN PATCH	220	22040					\$19.00	\$19.00
LAKES MARKETING GROUP	FULL PAGE AD 25TH ANNIVERSARY SPECIALS	220	43800	2201		001		\$800.00	\$800.00
MASTER-LINK SPORTS INC	REPAIRS TO FITNESS EQUIPMENT	220	43800	3890				\$1,616.00	\$1,616.00
MENARDS CASHWAY LUMBER **FRIDL	SUPPLIES	601	45050	2280		001		\$100.00	\$235.75
		602	45550	2282		001		\$99.85	
		701	46500	2183		001		\$35.90	
MIDWAY SEWER SERVICE COMPANY	DRAIN LINE CLEANING: WOMENS FITNESS	220	43800	3810		002		\$207.00	
MINNESOTA DEPARTMENT OF HEALTH	STATE CONNECTION FEE/7-1-15 TO 9-30-15	801	21820					\$13,586.00	\$13,586.00
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: SEPTEMBER 2015	701	46500	2120				\$261.63	\$261.63
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: SEPT 2015	101	20802					\$1,201.23	\$1,176.23
		101	34060					-\$25.00	
MINTERWEISMAN CO DBA CORE-MARK	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$245.99	\$245.99
MOEN, SCOTT	CREDIT BALANCE REFUND REFUND	220	22040					\$40.00	\$40.00
MOSHREFZADEH, MANDANA	DEPOSIT BALLOON ARTIST - 11/21/2015	220	43800	3190		004		\$225.00	\$225.00
NEOFUNDS BY NEOPOST	POSTAGE/INVOICE 11208152	101	40200	3220				\$3,000.00	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
NEOPOST USA INC.	MAINT AGMT/DS75-CUST #31242231-629780	601	45050	3850		001		\$982.50	\$1,965.00
		602	45550	3850		001		\$982.50	
NORTH PINE AGGREGATE INC.	TREE REMOVAL GRAND AVE CP 16-02	449	47000	5900				\$13,430.00	
ORIENTAL TRADING COMPANY	HALLOWEEN:EVENT SUPPLIES/PRESCHOOL/SENIO	225	43555	2170				\$18.54	\$197.16
		225	43580	2172		001		\$128.63	
		225	43590	2174		002		\$49.99	
ORKIN EXTERMINATING CO INC.	PEST CONTROL CC	220	43800	3190		004		\$169.39	\$169.39
ORKIN EXTERMINATING CO INC.	PEST CONTROL LARSON HOUSE	101	40800	3190				\$82.54	\$82.54
PRECISION LANDSCAPE & TREE, IN	WO 15-22 STUMP REMOVAL	101	43900	3190		002		\$131.75	\$131.75
PRECISION LANDSCAPE & TREE, IN	WO 15-24 TREE REMOVAL ON EASEMENT AREA	101	43900	3190		002		\$1,201.50	\$1,201.50
PRECISION LANDSCAPE & TREE, IN	WO 15-25 DEAD BLVD ASH	101	43900	3190		002		\$296.00	\$296.00
PREIS, LYNN	PASS FAMRESF TYPE: ANNUAL MEMBERSHIPS P	220	22040					\$58.00	\$58.00
RAMSEY COUNTY TREASURER	LIFE INSURANCE: OCTOBER 2015	101	20414					\$2,781.29	\$2,991.29
		101	20417					\$210.00	
RHOLL, CARTER	FLAG FOOTBALL REF OCT 10 & 17	225	43510	3190		018		\$75.00	\$75.00
SCHWERM, TERRANCE	ICMA CONFERENCE	101	40200	4500		001		\$1,537.10	\$1,537.10
SIGNATURE LIGHTING INC	MOVE FEED POINT HODGSON RD SIDEWALK	604	42600	3810				\$583.65	\$583.65
SPRINGSTED, INCORPORATED	2015A ISSUANCE COSTS	601	48300	6200				\$20,336.66	\$28,621.97
		602	48300	6200				\$4,873.71	
		603	48300	6200				\$2,540.24	
		382	48200	6200				\$871.36	
ST. PAUL, CITY OF	#7042 BDAY PARTY BROCHURES 1000	220	43800	2201		003		\$585.75	\$585.75
STAEBLER, AMANDA		220	22040					\$122.00	\$122.00
STEDJE, AMANDA	SOCCER REF OCT 10 & 17	225	43510	3190		007		\$80.00	
SUMMIT FACILITIES AND KITCHEN	SOFT SERVE REPAIR #2	220	43800	2590		002		\$289.52	
SUPERIOR STRIPING, INC.	PARKING LOT STRIPS-COM CTR,MANT CTR RCF	101	43710	3190				\$1,485.00	\$2,530.00
		101	42200	3190				\$225.00	
		404	42200	3190				\$820.00	
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003		\$1,073.29	
		101	43710	3210				\$246.03	
		601	45050	3210				\$35.49	\$1,354.81
THE RETROFIT COMPANIES INC	FALL CLEAN UP DAY ELECTRONIC WASTE	210	42750	3190				\$1,650.00	
U.S. BANK	2015A BOND REGISTRAR FEE	601	48300	6200				\$568.42	\$800.00
		602	48300	6200				\$136.22	
		603	48300	6200				\$71.00	
		382	48200	6200				\$24.36	
UNIVERSITY OF MINNESOTA	APWA FALL CONFERENCE:SHAUGHNESSY	101	42200	4500		002		\$245.00	
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001		\$60.00	\$60.00
WOOD, MICHELLE	SUPERSITTER BABYSITT	220	22040					\$54.00	\$54.00
XCEL ENERGY	INSTALL 5 XCEL ST LIGHTS ON RICE ST	604	42600	3190				\$1,589.00	\$1,589.00
XCEL ENERGY	COMMUNITY CENTER: ELECTRIC/GAS	220	43800	2140				\$2,119.39	\$23,642.73
		220	43800	3610				\$21,523.34	
XCEL ENERGY	WELLS: ELECTRIC/GAS	601	45050	3610				\$12,928.63	
		601	45050	2140				\$279.60	\$13,208.23
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610				\$656.81	
XCEL ENERGY	WATER TOWER: ELECTRIC	601	45050	3610				\$56.92	\$56.92
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS:ELEC	101	42200	3610				\$47.46	\$47.46
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610				\$13.87	\$13.87

Total of all invoices: \$200,064.52

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
20/20 WINDOW CLEANING	WINDOW WASHING CC AND CITY HALL	220	43800	3810		003	\$2,000.00	
MINNESOTA METRO NORTH TOURISM	SEPT 2015 HOTEL/MOTEL TAX	101	22079				\$27,007.03	
		101	38420				-\$1,350.35	\$25,656.68
RAMSEY CONSERVATION DISTRICT	EROSION AND SEDIMENT CONTROL INSPECTION	603	45850	3190			\$1,437.14	\$1,437.14
REDSTONE CONSTRUCTION LLC	TURTLE LN/SCHIFSKY RD CP15-01 PYMNT #3	577	47000	5900			\$881,539.56	\$881,539.56
ROYAL CONCRETE PIPE	CATCH BASIN REPAIR	603	45850	2180		003	\$616.00	\$616.00
SONG CHEN	PERMIT REFUND 2015-01874 - 449 SUZANNE	101	32580				\$40.00	\$41.00
		101	20802				\$1.00	
							Total of all invoices:	\$911,290.38

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MARTINEZ, BRAD	CDL REIMBUREMENT	101	42200	4500				-\$19.00	-\$19.00
BENNETT, LAUREN	MILEAGE EXPENSE REIMBURSEMENT	225	43535	3190				-\$19.76	-\$19.76
BENNETT, LAUREN	MILEAGE EXPENSE REIMBURSEMENT	225	43535	3190				-\$14.55	-\$14.55
A & L SUPERIOR SOD, INC	SOD FR SEWER REPAIRS	602	45550	2280		002		\$69.60	\$69.60
AARP C/O MARIETTA BOOTH	AARP SMART DRIVER CLASS (10/21)	225	43590	3174		003		\$570.00	\$570.00
ADVANCED ENGINEERING AND	WTP CONSTRUCTION SERVICES CP 14-02	454	47000	5910				\$43,987.88	\$43,987.88
ALLEN, DEANNE	MINUTES - 10/12 CC, 10/19 CC	101	40200	3190		001		\$400.00	\$400.00
ALLEN, DEANNE	MINUTES - 10/12 EDA	240	44400	3190		002		\$200.00	\$200.00
AMAZON.COM	BATTERY FOR PHONE HEADSET	101	40550	2010		001		\$8.95	\$8.95
AMAZON.COM	DRIVE REPLACEMENT FOR SYNOLOGY STORAGE	101	40550	3860		004		\$250.98	\$250.98
AMAZON.COM	CLOTHES RACK FOR PRESCHOOL	225	43555	2170				\$70.25	\$70.25
AMAZON.COM	KANT KOPY SECURITY PAPER	101	43400	2010				\$39.76	\$39.76
ARROWWOOD RESORT.COM	GFOA CONFERENCE LODGING: MALONEY	101	40500	4500		005		\$347.91	\$347.91
ARROWWOOD RESORT.COM	GFOA CONFERENCE LODGING: BARTELT/PHILIP	101	40500	4500		005		\$347.91	\$347.91
AUTOMOTIVE REFLECTIONS	INS CLAIM CA10888/UNIT 212 REPAIR	260	47400	4340				\$1,637.74	\$1,637.74
AUTOMOTIVE REFLECTIONS	INS CLAIM CA10888/UNIT 301 REPAIR	260	47400	4340				\$1,239.54	\$1,239.54
BALL BOUNCE AND SPORT, INC.	GRIPS FOR BOSU BALL BASES	225	43530	2170				\$95.40	\$95.40
BARNES, SCOTT	TAE KWON DO ADVANCED	220	22040					\$15.00	\$15.00
BARTELT, KATHERINE		220	22040					\$10.00	\$10.00
BARTUNEK, CASSANDRA	RSV# 1027893 REFUND REFUND	220	22040					\$25.00	\$25.00
C & E HARDWARE	BATTERIES FOR WELL 6 LIGHTS	601	45050	2280		005		\$7.98	\$7.98
CAPRA'S UTILITIES INC	SEWER LINING FOR 3625 RICHMOND 30'	602	45550	3190		002		\$3,900.00	\$3,900.00
CAPRA'S UTILITIES INC	SEWER LINING FOR 1028 CARLTON 21'	602	45550	3190		002		\$4,500.00	\$4,500.00
CENTURY COLLEGE	BOOKS	101	40500	4500		002		\$74.85	\$74.85
CLASSIC CATERING/PICNIC PLEASE	HOLIDAY LIGHTING CEREMONY DEPOSIT	101	40100	3200		007		\$200.00	\$200.00
COMCAST.COM	MODEM 2 INTERNET CHARGE	230	40900	3190		002		\$137.85	\$137.85
COMFORT SUITES CANAL PARK	AWWA CONFERENCE LODGING: CHMIELEWSKI	601	45050	4500		003		\$497.42	\$497.42
COMFORT SUITES CANAL PARK	AWWA CONFERENCE LODGING: CURLEY/WESLOSKI	601	45050	4500		003		\$497.42	\$497.42
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 10-30-15	101	21720					\$9,461.31	\$9,461.31
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/AUGUST STATEMENT/15@6	307	44100	4890				\$108.00	\$108.00
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/SEPT STMT/18@6/1@25	307	44100	4890				\$133.00	\$133.00
COUNTRY INN & SUITES	CONFERENCE LODGING: EMERG MGMT/CURLEY	101	42050	4500				\$183.70	\$183.70
CUB FOODS	CUB FOODS	225	43555	2170				\$213.19	\$213.19
CUB FOODS	HALLOWEEN SPECIAL EVENT/ICE SKATING	225	43580	2172		001		\$108.16	\$116.93
		225	43580	2171				\$8.77	
DELTA DENTAL	DENTAL COVERAGE: NOVEMBER	101	20415					\$6,715.94	\$7,032.79
		101	20411					\$316.85	
DOLLAR TREE STORES INC.	FARMER MARKET SPECIAL EVENT SALSA PRIZES	225	43590	2174		001		\$13.00	\$13.00
DOMINOS.COM	MOD VSI 3.1 TRAINING SUPPLIES	220	43800	4500				\$35.29	\$35.29
EKMAN, MARY	RSV# 1027890 REFUND REFUND	220	22040					\$25.00	\$25.00
EMERT, CAROL	REFUND CANCELLED ACTIVITY	220	22040					\$17.00	\$17.00
ENGBLOM, DEBRA R.	MILAGE REPORT TO USER GROUP MEETINGS	101	40500	4500		004		\$58.31	\$58.31
ENGBRETSON, DAN	WRESTLING CLASSES (ISLAND & TURTLE)	225	43510	3190		006		\$900.00	
FAIRBANKS, HEATHER	RSV# 1027887 REFUND REFUND	220	22040					\$500.00	\$500.00
FLOORS BY BECKERS INC	REPAIRS TO CARPET IN SHOREVIEW ROOM	220	43800	3810		003		\$208.00	\$208.00
GENESIS EMPLOYEE BENEFITS INC	FLEX - MED/DEPENDENT CARE 10-30-15	101	20431					\$221.00	\$221.00
GOODHUE COUNTY HISTORICAL SOCI	SENIOR DAY TRIP 9/24/15	225	43590	3174		004		\$140.00	\$140.00
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$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		\$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		\$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	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$17.86	\$17.86
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.94	\$16.94
GREEN MILL	DEPOSIT FOR CASH BAR - VOLUNTEER DINNER	101	40100	4890	001			\$250.00	\$250.00
GREEN MILL PIZZA	EDA SUPPLIES	240	44400	2180				\$121.65	\$121.65
HAMERNICK DECORATING CENTER	REPAIRS TO P&R OFFICE WALLS	220	43800	3810		003		\$2,671.00	\$2,671.00
HAMLIN UNIVERSITY	WOMEN IN PUBLIC SERVICE CONFERENCE:OLSON	101	40200	4500		005		\$80.00	\$80.00
HANDWRITING WITHOUT TEARS.COM	PRESCHOOL SUPPLIES	225	43555	2170				\$125.40	\$125.40
HAWKINS, INC.	GAS AND LIQUID CL, REAGENTS, ACID	220	43800	2160		001		\$348.51	\$348.51
HELFRICHT, LISA	T/C FAQURS REFUND	220	22040					\$51.20	\$51.20
HILTON HOMEWOOD SUITES.COM	ANNUAL ICMA CONFERENCE LODGING: OLSON	101	40200	4500		001		\$1,344.32	\$1,344.32
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:10-30-15	101	21750					\$5,463.90	\$5,463.90
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:10-30-15	101	20430					\$980.00	\$980.00
INTERNATIONAL CODE COUNCIL INC	STEVE NELSON - CODE BOOKS	101	44300	4350				\$447.00	\$447.00
IRONDALE GIRLS HOCKEY BOOSTER	SVCC PARTY RENTAL AD	220	43800	2201		003		\$60.00	\$60.00
JOHNSON, DASHERLINE	RSV# 1027879 REFUND REFUND	220	22040					\$500.00	\$500.00
KENNEDY, PATRICIA	GLENSHEEN & LUNCH	220	22040					\$72.00	\$72.00
KOHL'S.COM	BENEFITS FAIR SUPPLIES	101	40210	4890		001		\$286.46	\$286.46
LIBERTYS RESTAURANT	SENIOR DAY TRIP TO RED WING	225	43590	3174		004		\$268.78	\$268.78
MATHESON TRI-GAS INC	CO2 AND OXYGEN ORDER	220	43800	2160		002		\$101.05	\$131.75
		220	43800	2200		001		\$30.70	
MAYER ARTS, INC	WISH UPON A BALLET	225	43580	3170				\$605.00	\$605.00
MENARDS CASHWAY LUMBER *MAPLE	INS CLAIM: UNIT 202/MAILBOXES	260	47400	4340				\$69.25	\$69.25
MENARDS CASHWAY LUMBER *MAPLE	INS CLAIM: UNIT 202/MAILBOXES	260	47400	4340				\$90.10	\$90.10
MENARDS CASHWAY LUMBER *MAPLE	INS CLAIM: UNIT 202/MAILBOXES	260	47400	4340				\$62.63	\$62.63
MINNESOTA DEPARTMENT OF COMMER	2015 UNCLAIMED PROPERTY REPORTING	225	43535	3190				\$34.31	\$53.31
		101	42200	4500				\$19.00	
MINNESOTA PREMIER PUBLICATIONS	MN PARENT CLASSIFIED ADVERTISEMENT	220	43800	2201				\$3,721.00	\$3,721.00
MINTERWEISMAN CO DBA CORE-MARK	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$378.33	
MODERN FENCE & CONST. INC.	REPAIRS TO SHAMROCK PARK TENNIS COURTS	101	43710	3190				\$1,200.00	
NEWEGG.COM	VIDEO CABLE ADAPTERS	101	40550	2010		001		\$37.99	\$37.99

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Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	230	40900	2180				\$17.58	\$28.34
		101	40210	4890		001		\$7.26	
		230	40900	2180				\$3.50	
PACE, NICOLE	RSV# 1027889 REFUND REFUND	220	22040					\$25.00	\$25.00
PINKNEY, JULIA	RSV# 1027903 REFUND REFUND	220	22040					\$25.00	\$25.00
PLUG'N PAY TECHNOLOGIES INC.	SEPT 2015/RETAIL/CC FEES	220	43800	4890		002		\$148.59	
		225	43400	4890				\$55.56	
PLUG'N PAY TECHNOLOGIES INC.	SEPT 2015/ECOMM/CC FEES	220	43800	4890		002		\$1.98	
		225	43400	4890				\$23.07	\$25.05
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001		\$80.42	
PMA FINANCIAL NETWORK, INC	AUGUST 2015 BANK FEES	101	40500	4890		004		\$143.06	\$143.06
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:10-30-15	101	21740					\$29,832.41	\$29,832.41
RAMSEY COUNTY PARKS & REC.	RAMSEY COUNTY ICE RENTAL-SKATING LESSONS	225	43580	3171				\$2,935.00	\$2,935.00
RED WING STONEWARE	PLANT TOUR TO RED WING STONEWARE	225	43590	3174		004		\$60.00	\$60.00
RICHFIELD BUS COMPANY INC	SENIOR DAY TRIP 10/22/2015	225	43590	3174		004		\$430.00	\$430.00
SAM'S CLUB DIRECT	SUMMER DISCOVERY SUPPLIES	225	43535	2170		004		\$402.22	\$402.22
SCHOLASTIC	PRESCHOOL SUPPLIES	225	43555	2170				\$65.87	\$65.87
SPRINT	CELL PHONE - CHAPMAN 9/15-10/14	101	40200	3210		002		\$32.31	\$32.31
SUPPLYWORKS	SCRUBBER DRAIN HOSE	220	43800	2240				\$85.31	\$85.31
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$1,005.73	\$1,005.73
SUPPLYWORKS	REPAIRS TO ADVANCE SCRUBBER	220	43800	3890				\$221.51	\$221.51
SUPPLYWORKS	REPAIRS TO SPRIE VACUUM	220	43800	3890				\$237.30	\$237.30
SUPPLYWORKS	VACUUM REPAIRS CC	220	43800	3890				\$58.00	\$58.00
TARGET STORE	SWIM LESSON TOYS	225	43520	2170		002		\$49.94	\$49.94
TARGET STORE	KIDS CARE/BUILDING PARTY SUPPLIES	225	43560	2170				\$212.53	\$237.08
		220	43800	2180				\$24.55	
TARGET.COM	PRESCHOOL SUPPLIES	225	43555	2170				\$33.60	
TARGET.COM	FARMER MARKET SPECIAL EVENT SALSA PRIZES	225	43590	2174		001		\$84.90	\$84.90
THE SUPPLIES SHOPS.COM	YEAR END TAX FORMS	101	40500	2010		005		\$356.80	\$356.80
TOYS R US/BABIES R US	POOL SUPPLIES/SWIM LESSON TOYS	220	43800	2200		002		\$35.88	\$97.82
		225	43520	2170		002		\$61.94	
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 10-30-15	101	21710					\$23,457.34	\$59,293.42
		101	21730					\$28,911.30	
		101	21735					\$6,924.78	
U S BANK CREDIT CARD FEES	SEPT 2015 CREDIT CARD FEES	220	43800	4890		002		\$2,568.35	
		225	43400	4890				\$1,702.05	
UNITED PARCEL SERVICE.COM	SHIP ZERO CLIENT DEMOS	101	40550	2010		005		\$29.42	
UNITED PARCEL SERVICE.COM	ADDITIONAL CHARGE ADDED FOR ZERO CLNT SH	101	40550	2010		005		\$2.13	\$2.13
URBAN LAND INSTITUTE	ULI MN 2015-2016 MENTOR PROGRAM: HILL	240	44400	4500				\$50.00	\$50.00
VARIDESK LLC.COM	SIT STAND STATION FOR TIM	101	40550	2010		004		\$500.00	\$500.00
VERIZON WIRELESS	CELL PHONE - 10/11 - 11/10/15	101	42050	2010				\$35.00	
		601	45050	3190				\$400.99	\$897.74
		601	45050	4330				\$25.00	
		101	40200	3210		002		\$436.75	
WAKANA, BETELEHEM	RSV# 1027895 REFUND REFUND	220	22040					\$25.00	\$25.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$649.06	\$698.69
		220	43800	2591		003		\$49.63	
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$151.60	
WILS - WOMEN IN LEISURE SERVIC	WILS RENEWAL-RILEY/SOLA/SCHUTTA/FERGUSON	101	43400	4500				\$100.00	
WSB & ASSOCIATES, INC.	SURVEY TURTLE LANE RECON CP 15-01	577	47000	5900				\$1,649.00	\$1,649.00
WSB & ASSOCIATES, INC.	SURVEY VIGINIA/DENNISON RECON CP16-01	578	47000	5910				\$3,286.00	\$3,286.00

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Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
XCEL ENERGY	LIFT STATIONS: ELECTRIC	602	45550	3610			\$709.87	\$709.87
XCEL ENERGY	PARKS: ELECTRIC/GAS	101	43710	3610			\$1,107.41	\$1,338.41
		101	43710	2140			\$231.00	
YANG, JOHN	RSV# 1027906 REFUND REFUND	220	22040				\$25.00	\$25.00
							Total of all invoices:	\$208,166.53

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
FRONTIER AG & TURF INC	WHEELS & BEARINGS HARPER SWEEPER	701	46500	2220		002		-\$97.87	-\$97.87
ABM EQUIPMENT & SUPPLY INC	VAC-CON REPAIRS	701	46500	3190		001		\$22,901.47	\$22,901.47
ADVANCED GRAPHIX INC	ADOPT A TRAIL SIGNS	101	43450	2250				\$1,115.00	\$1,115.00
AE2S CONSTRUCTION LLC	PROFESSIONAL SERVICES CAMERA SYSTEM	472	47000	5900				\$2,685.25	\$2,685.25
AMERICAN FIRE & SAFETY	FIRE EXTINGUISHER INSPECTIONS	701	46500	3190		002		\$688.35	\$688.35
APPLIED MAINTENANCE SUPPLIES	SILVER PAINT FOR SHOP	701	46500	2220		003		\$87.98	\$87.98
APPLIED MAINTENANCE SUPPLIES	SHOP SUPPLIES	701	46500	2220		003		\$303.80	\$303.80
BDI	BELTS FOR MV MOWER ATTACHMENT	701	46500	2220		002		\$277.00	\$277.00
BEISSWENGERS HARDWARE	NON SLIP TAPE FOR TORO MOWERS	701	46500	2220		002		\$24.49	\$24.49
BEISSWENGERS HARDWARE	HARDWARE TO INSTALL PLAYGROUND STOP SIGN	101	43710	2240				\$11.45	\$11.45
CBIZ FINANCIAL SOLUTIONS, INC	INVESTMENT SERVICES/TRUSTEE FEES	101	40210	3190		013		\$87.72	\$87.72
CDW GOVERNMENT, INC	SPEAKER BAR	101	40550	2010		001		\$32.47	\$32.47
CDW GOVERNMENT, INC	POWER SUPPLIES FOR HP SERVERS	422	40550	5800		013		\$1,539.60	\$1,539.60
COMMERCIAL ASPHALT CO	POUROUS ASPHALT REPAIR	101	42200	2180		002		\$1,507.50	\$1,507.50
COMMUNITY HEALTH CHARITIES - M	WEEK OF GIVING EVENT DOANTIONS	101	22079			320		\$208.00	\$208.00
CONTINENTAL RESEARCH CORPORATI	WASP SPRAY	601	45050	2280		001		\$100.36	\$355.36
		602	45550	2280		001		\$125.00	
		602	45550	2282		001		\$130.00	
CORPORATE CONNECTION	REFLECTIVE SWEATSHIRTS FOR CREW	101	42200	3970		001		\$51.61	\$206.45
		601	45050	3970		001		\$51.61	
		602	45550	3970		001		\$51.61	
		603	45850	3970		001		\$25.81	
		701	46500	3970		001		\$25.81	
CRYSTEEL TRUCK EQUIPMENT	BOSS PLOW PARTS	701	46500	2220		002		\$41.76	
DIAMOND VOGEL PAINT	TRAFFIC PAINT	101	42200	2180		004		\$81.00	
ESCH CONSTRUCTION SUPPLY INC	CHOP SAW CART AND BLADE	701	46500	2400		002		\$994.80	\$994.80
FERGUSON WATERWORKS #2516	REPAIR CLAMPS WATER MAIN	601	45050	2280		002		\$386.18	\$386.18
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$211.50	\$211.50
GRAINGER, INC.	LADDER FOR SHOP	701	46500	2220		003		\$215.26	\$215.26
GTS EDUCATIONAL EVENTS	IT SYMPOSIUM:CRUMB,COONEY,HARMON,KLASSEN	101	40550	4500		001		\$1,300.00	\$1,300.00
HAWKINS, INC.	CHLORINE FOR BOOSTER STATION	601	45050	2160		001		\$702.06	\$702.06
LARSON COMPANIES	FILTERS FOR TRUCKS	701	46500	2220		001		\$79.80	\$79.80
LARSON COMPANIES	TRUCK FILTERS	701	46500	2220		001		\$24.20	\$24.20
LEAGUE OF MINNESOTA CITIES	REGIONAL MEETING-SCHWERM AND SPRINGHORN	101	40200	4500		005		\$40.00	\$80.00
		101	40100	4500		002		\$40.00	
LUBRICATION TECHNOLOGIES, INC	HYDRAULIC FLUID AND GREASE	701	46500	2130		001		\$251.76	
MAC QUEEN EQUIPMENT INC.	GREASE FITTINGS CROSSWINDS SWEEPER	701	46500	2220		001		\$75.44	\$75.44
MENARDS CASHWAY LUMBER **FRIDL	RV ANTIFREEZE TO WINTERIZE PARK BLDGS	101	43710	2240				\$29.88	\$29.88
MINNESOTA DEPARTMENT OF AGRICU	2016 FM MINNESOTA GROWN LICENSE	225	43590	3174		001		\$60.00	\$60.00
MINNESOTA ENVIRONMENTAL FUND	WEEK OF GIVING EVENT DONATIONS	101	22079			320		\$109.00	\$109.00
MINNESOTA EQUIPMENT	CAB AIR FILTER JD 1585 MOWER	701	46500	2220		002		\$77.84	\$77.84
MINNESOTA PIPE & EQUIPMENT CO	VALVE BOX REPAIR SUPPLIES	601	45050	2280		004		\$249.86	\$249.86
MODERN FENCE & CONST. INC.	SHAMROCK PARK FENCE REPLACEMENT	405	43710	3810				\$20,400.00	\$20,400.00
NEWMAN SIGNS	TURN ARROW STENCIL	101	42200	2180		004		\$869.93	\$869.93
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40500	2010		008		\$54.96	\$117.68
		220	43800	2010				\$46.74	
		101	40200	2010		002		\$15.98	
OFFICE DEPOT	PRINTER RIBBONS	101	40500	2010		008		\$14.95	
OFFICE DEPOT	SUPPLY LESS CM #800956879001	101	40200	2010		001		\$115.92	\$115.92
		101	43400	2010				\$40.49	
		101	43400	2010				-\$40.49	

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Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ON SITE SANITATION INC	TOILET RENTAL-BUCHER PARK/LESS CM139121	101	43710	3950				\$298.68	
ON SITE SANITATION INC	TOILET RENTAL FOR COMMONS PARK	101	43710	3950				\$290.00	\$290.00
ON SITE SANITATION INC	TOILET RENTAL FOR LAKE JUDY PARK	101	43710	3950				\$122.50	\$122.50
ON SITE SANITATION INC	TOILET RENTAL-MCCULLOUGH PRK/LESS 139122	101	43710	3950				\$206.82	\$206.82
ON SITE SANITATION INC	TOILET RENTAL FOR RICE CREEK FIELDS	101	43710	3950				\$75.00	\$75.00
ON SITE SANITATION INC	TOILET RENTAL-SHAMROCK PARK/CM 139123	101	43710	3950				\$399.14	\$399.14
ON SITE SANITATION INC	TOILET RENTAL-SITZER PARK/LESS CM139124	101	43710	3950				\$298.68	\$298.68
ON SITE SANITATION INC	TOILET RENTAL FOR BOBBY THEISEN PARK	101	43710	3950				\$229.29	\$229.29
ON SITE SANITATION INC	TOILET RENTAL-WILSON PARK/LESS CM139125	101	43710	3950				\$298.68	\$298.68
ON SITE SANITATION INC	TOILET RENTAL FOR SNAIL LAKE SCHOOL	101	43710	3950				\$58.75	\$58.75
OXYGEN SERVICE COMPANY	WELDING SUPPLIES	701	46500	2220		003		\$16.24	\$16.24
OXYGEN SERVICE COMPANY	WELDER PARTS	701	46500	2220		002		\$10.63	\$10.63
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001		\$973.75	\$973.75
RAMSEY COUNTY	WATER PATROL SERVICES FOR 2015	101	41100	3990				\$7,318.50	\$7,318.50
RDO EQUIPMENT CO	VERMEER CHIPPER REPAIR	701	46500	3190		002		\$275.61	\$275.61
SHORT ELLIOTT HENDRICKSON, INC	TURTLE LAKE AUGMENT FEAS STUDY CP15-07	451	47000	5910				\$21,108.83	\$21,108.83
ST. PAUL, CITY OF	RIVERPRINT: DAILY REPORT MT FORMS	101	43710	2180				\$188.62	\$565.86
		601	45050	2010				\$188.62	
		602	45550	2010				\$188.62	
ST. PAUL, CITY OF	PATCHING ASPHALT	101	42200	2180		002		\$131.02	\$131.02
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$424.12	\$424.12
SUPPLYWORKS	CLEANING SUPPLIES CC	220	43800	2110				\$1,102.00	\$1,102.00
SUPPLYWORKS	CLEANING SUPPLIES CC/LESS CM348569286	220	43800	2110				\$2,045.94	
SUPPLYWORKS	CLEANING SUPPLIES CC/LESS CM349398370	220	43800	2110				\$244.49	\$244.49
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING ASPHALT SUPPLIES	101	42200	2180		002		\$58.05	\$58.05
T.A. SCHIFSKY & SONS, INCORPOR	UTILITY REPAIR PATCHING ASPHALT	101	42200	2180		002		\$333.76	\$333.76
TERMINAL SUPPLY CO	SMALL TOOLS FOR SHOP	701	46500	2400		006		\$213.60	\$213.60
TWIN SOURCE SUPPLY	BATH TISSUE AND TOWELS	701	46500	2220		003		\$576.85	\$576.85
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$68.84	\$68.84
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$60.11	\$60.11
UNIFIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$44.87	\$179.50
		601	45050	3970		001		\$44.87	
		602	45550	3970		001		\$44.87	
		603	45850	3970		001		\$22.45	
		701	46500	3970		001		\$22.44	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$98.20	\$98.20
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$60.11	\$60.11
UNITED WAY - GREATER TWIN CITI	WEEK OF GIVING EVENTS DONATIONS	101	22079		320			\$383.00	\$383.00
UNLIMITED SUPPLIES INC	BOLTS FOR HYDRANTS AND VALVES	601	45050	2280		004		\$84.28	
VMWARE USER GROUP	VMWARE USER GROUP SUBSCRIPTION RENEWAL	101	40550	4330		005		\$360.00	\$360.00
VOSS ELECTRIC	LED LAMPS FOR LIGHTING PROJECT	431	43800	3810				\$4,776.00	\$4,776.00
VOSS ELECTRIC	LED LAMPS FOR LIGHT PROJECT	431	43800	3810				\$2,613.00	\$2,613.00
VOSS ELECTRIC	LED LAMPS FOR LIGHTING PROJECT	431	43800	3810				\$3,610.00	\$3,610.00
VOSS ELECTRIC	LED LAMPS FOR LIGHTING PROJECT	431	43800	3810				\$8,457.50	\$8,457.50
VOSS ELECTRIC	LED LAMPS FOR LIGHTING PROJECT	431	43800	3810				\$597.00	\$597.00
WATER CONTROL CORPORATION OF M	FILTERS FOR RAIN WATER RECIRCULATION	701	46500	2183		001		\$97.98	\$97.98
YALE MECHANICAL INC	POOL SHUTDOWN AHU WORK	220	43800	3810		007		\$1,171.50	\$1,171.50
YALE MECHANICAL INC	REPAIRS TO SERVER ROOM COOLING UNIT	220	43800	3810		001		\$2,429.22	\$2,429.22
YALE MECHANICAL INC	REPAIRS TO FITNESS EXHAUST	220	43800	3810		002		\$234.50	\$234.50
ZARNOTH BRUSH WORKS, INC.	SWEEPER BROOMS	701	46500	2220		002		\$985.70	\$985.70

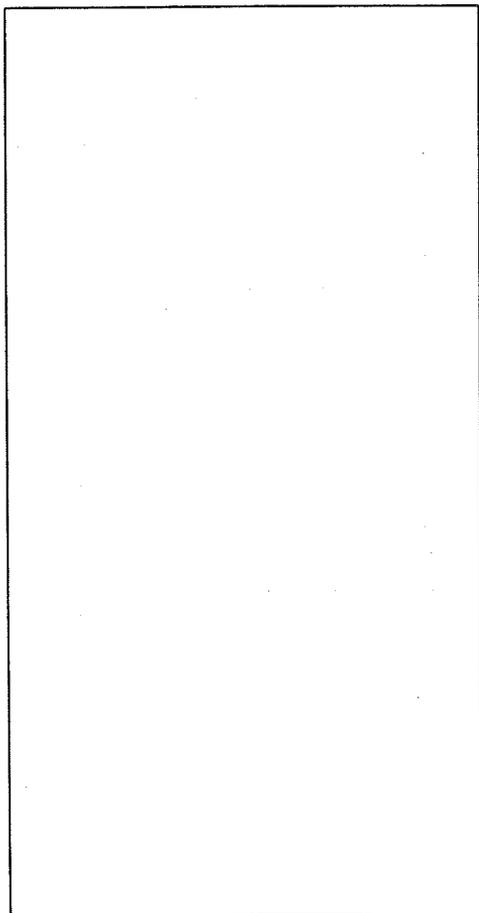
Total of all invoices: \$122,366.07  
 =====

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	52,227
Vendor number	01480 1 <span style="float: right;">2015</span>
Vendor name	ABM EQUIPMENT & SUPPLY INC
Address	333 - 2ND STREET NE HOPKINS, MN 55343

Date	Comment line on check	Invoice number	Amount
10-09-15	VAC-CON REPAIRS	0145229-IN	\$22,901.47



Account Coding	Amount
701 46500 3190 001	\$22,901.47

Is sales tax included on invoice?	<input checked="" type="radio"/> Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by:	
(signature required) Mike Shaughnessy	
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	52,290
Vendor number	01095 1
Vendor name	ADVANCED ENGINEERING AND <span style="float: right;">2015</span>
Address	ENVIRONMENTAL SERVICES INC 4050 GARDEN VIEW DRIVE SUITE 200 GRAND FORKS ND 58201

Date	Comment line on check	Invoice number	Amount
10-30-15	WTP CONSTRUCTION SERVICES CP 14-02	45515	\$43,987.88

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
454 47000 5910	\$43,987.88

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

Reviewed by: Tom Wesolowski 10/22/15  
 (signature required) Tom Wesolowski

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	52,272
Vendor number	01308 1 <span style="float: right;">2015</span>
Vendor name	MINNESOTA METRO NORTH TOURISM
Address	CITY OF BLAINE FINANCE DEPARTMENT 10801 TOWN SQUARE DRIVE BLAINE, MN 55449

Date	Comment line on check	Invoice number	Amount
09-30-15	SEPT 2015 HOTEL/MOTEL TAX	SEPTEMBER 2015	\$25,656.68

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

*This Purchase Voucher is more than \$25,000.00; was the state's consideration considered*

0.0

5,959.22 +  
 11,253.10 +  
 9,794.71 +  
 27,007.03 T

27,007.03 x  
 5.00 %  
 1,350.35 \*

25,656.68 =

Return to: \_\_\_\_\_

Account Coding	Amount
101 22079	\$27,007.03
101 38420	-\$1,350.35

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

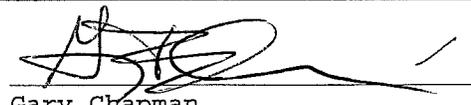
# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	52,311
Vendor number	00474 1 <span style="float: right;">2015</span>
Vendor name	MODERN FENCE & CONST. INC.
Address	3180 RYAN LANE LITTLE CANADA MN 55117

Date	Comment line on check	Invoice number	Amount
10-22-15	SHAMROCK PARK FENCE REPLACEMENT	NONE	\$20,400.00

Account Coding	Amount
405 43710 3810	\$20,400.00

Is sales tax included on invoice?	Not Taxable
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Gary Chapman	
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	52,222	Please return check to Glen
Vendor number	01046 1	2015
Vendor name	REDSTONE CONSTRUCTION LLC	
Address	PO BOX 218 MORA MN 55051	

Date	Comment line on check	Invoice number	Amount
10-21-15	TURTLE LN/SCHIFSKY RD CP15-01 PYMNT #3	1	\$881,539.56

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: Glen

Account Coding	Amount
577 47000 5900	\$881,539.56

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

Reviewed by: Glen Hoffard ✓  
 (signature required) Glen 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	52,145
Vendor number	00617 1 <span style="float: right;">2015</span>
Vendor name	SHORT ELLIOTT HENDRICKSON, INC.
Address	NW6262 PO BOX 1450 MINNEAPOLIS, MN 55485-6262

Date	Comment line on check	Invoice number	Amount
10-13-15	TURTLE LAKE AUG FEAS STUDY CP15-07	304547	\$21,108.83

AUGMENT

Account Coding	Amount
451 47000 5910	\$21,108.83

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

PROPOSED MOTION

MOVED BY COUNCIL MEMBER \_\_\_\_\_

SECONDED BY COUNCIL MEMBER \_\_\_\_\_

to adopt Resolution No. 15-103 approving Utility Relocation Agreement 10016990 with the State of Minnesota Department of Transportation for relocation of utilities in the right-of-way of Interstate Highway 694, City Project 15-10.

ROLL CALL:     AYES \_\_\_\_\_ NAYS \_\_\_\_\_

JOHNSON                             \_\_\_\_\_             \_\_\_\_\_

QUIGLEY                            \_\_\_\_\_             \_\_\_\_\_

SPRINGHORN                        \_\_\_\_\_             \_\_\_\_\_

WICKSTROM                         \_\_\_\_\_             \_\_\_\_\_

MARTIN                             \_\_\_\_\_             \_\_\_\_\_

REGULAR COUNCIL MEETING  
NOVEMBER 2, 2015

#15-10







TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: OCTOBER 28, 2015

SUBJECT: UTILITY RELOCATION AGREEMENT WITH MNDOT FOR  
RELOCATION OF UTILITIES LOCATED WITHIN  
I-694 RIGHT-OF-WAY, CITY PROJECT 15-10

### INTRODUCTION

The City of Shoreview currently has underground utilities located within the I694 right-of-way along Victoria Street and at the intersection of County Road E and Soo Street. Due to improvements of I694, that are scheduled to begin in 2016, the underground utilities in these areas need to be relocated and/or modified. The costs associated to relocate and/or modify the underground utilities will be reimbursed by the Minnesota Department of Transportation (MNDOT) and an agreement is required between the City and MNDOT. A copy of the agreement is attached.

### DISCUSSION

City water main is currently installed under the drive lanes of I694 at the Victoria Street overpass. Due to the reconstruction of I694 the cover over the existing water main would be reduced potentially increasing the susceptibility of the pipe to freezing issues. Also, the water main consists of cast iron pipe (CIP), which is a relatively brittle material. The reduced cover would also increase the chance that the pipe could fracture or break during or after construction. To address the issue of reduced cover the City will install new water main at a lower elevation prior to the start of the I694 improvements. The pipeline will be installed by directional boring and casing pipes will be installed under the ramps and drive lanes as shown on the attached drawing.

A City sanitary sewer manhole is currently located within I694 right-of-way near the intersection of County Road E and Soo Street as shown on the attached drawing. As part of the reconstruction of I694 a storm water treatment pond will be constructed near the manhole requiring modifications to the manhole. The casting of the manhole will need to be lowered to match the grading required by the treatment pond and the manhole will be water-proofed to protect it from the inflow of surface water that will be stored in the pond during rain events. Moving the manhole was investigated, but additional infrastructure would be required and a large area, including the roadway, would need to be disturbed which increased the cost significantly. The City would complete the modifications to the manhole in the spring of 2016.

Drawings showing the location of the water main and sanitary manhole are included in the attached agreement.

#### COST AND FINANCING

The estimated total cost for the relocation of the water main and water-proofing of the sanitary manhole is \$281,450.00

Based on the agreement with MNDOT, the City will complete the necessary improvements and submit the costs for the improvement to MNDOT for reimbursement. MNDOT will reimburse the City for the actual costs of the improvements to an amount not to exceed \$281,450.

#### RECOMMENDATION

It is recommended that the City Council authorize the execution of the Utility Relocation Agreement with MNDOT for the relocation of utilities located within I694 right-of-way.

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

**HELD NOVEMBER 2, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on November 2, 2015, at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 15-103  
EXECUTING UTILITY RELOCATION AGREEMENT 1001699  
WITH THE  
STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION  
FOR THE RELOCATION OF UTILITIES  
LOCATED IN THE RIGHT-OF-WAY OF INTERSTATE HIGHWAY 694**

WHEREAS, the City of Shoreview is a political subdivision, organized and existing under the laws of the State of Minnesota, and,

WHEREAS, the City of Shoreview supports the reconstruction of Interstate Highway 694 within the jurisdictional boundary of the City, and,

WHEREAS, the reconstruction of Interstate Highway 694 requires the relocation of existing City utilities located within the Highway right-of-way, and,

WHEREAS, the City of Shoreview will complete the relocation work and request reimbursement from the State of Minnesota, Department of Transportation for qualified expenses, and,

WHEREAS, the State of Minnesota, Department of Transportation requires a Utility Relocation Agreement for the reimbursement costs associated with the relocation of the utilities.



WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 3<sup>rd</sup> day of November, 2015.

---

Terry C. Schwerm  
City Manager

SEAL



Prepared by the  
Utility Agreements and Permits Unit  
(Payable)  
(\$281,450.00)  
(Actual Cost)

**S.P. 6285-143 (T.H. 694)**  
Location: From 0.9 mi east of Rice Street in  
Little Canada to 0.1 mi west of Lexington  
Avenue in Arden Hills, Ramsey County,  
Minnesota  
**Utility Owner: City of Shoreview**  
**MnDOT Agreement Number 1001699**

## UTILITY RELOCATION AGREEMENT

This Agreement Number 1001699 (Agreement) is between the State of Minnesota (State), acting through its Commissioner of Transportation, and City of Shoreview, including its agents, contractors, and subcontractors (Utility Owner). This Agreement describes how the parties will mitigate the effects of a State construction project on the Utility Owner.

### RECITALS

The State plans to let a contract to construct State Project Number 6285-143 (Project) on Federal Aid Interstate Highway Number 694, which is part of the National System of Interstate Highways. The Project is located from 0.9 mi east of Rice Street in Little Canada to 0.1 mi west of Lexington Avenue in Arden Hills, Ramsey County, Minnesota.

Authorized FHWA officials have approved the Project.

The Utility Owner owns and operates watermain, its fixtures, and related equipment (Facilities) within the limits of the publicly owned right of way. The Facilities are within the limits of the Project.

The Utility Owner must relocate the Facilities that are within the Project limits. The Utility Owner has requested reimbursement for the cost of this relocation from the State.

Under Minnesota Statutes, section 161.20, subdivision 2, the State may acquire all properties necessary to construct, maintain, and improve the trunk highway system.

Under Minnesota Statutes, section 161.46, the State may reimburse the Utility Owner for the cost of relocating its Facilities.

Code of Federal Regulations, title 23, part 645, subpart A, and as amended requires a written agreement that specifies the work the Utility Owner will perform for reimbursement. This Agreement is subject to all State, federal, and other applicable laws and regulations.

## AGREEMENT

### I. Term/Termination

- A. *Effective Date:* This Agreement is effective on the date the State obtains all signatures required by Minnesota Statutes, section 16C.05, subdivision 2.
- B. *Commencement of Work:* Upon notice of Agreement approval, the Utility Owner must commence work according to the terms of the Notice and Order and prosecute the work according to a schedule the State's Project Engineer (Project Engineer) approves.
- C. *Expiration Date:* This Agreement will expire on the date that all obligations, excluding the Utility Owner's ongoing maintenance obligation, have been satisfactorily fulfilled.
- D. *Termination by the State:* The State may terminate this Agreement at any time, with or without cause, on 30 calendar days written notice to the Utility Owner. Upon termination, the Utility Owner will be entitled to payment, on a pro rata basis, for satisfactorily performed services. The termination of this Agreement does not relieve the Utility Owner of its obligations under the Notice and Order.
- E. *Survival of Terms:* The following articles survive the Agreement's expiration or termination: (III) Utility Owner's Ongoing Maintenance Requirements; (V) Audits; (VI) Indemnification/Insurance; and (IX) Governing Terms.

### II. Utility Owner's Duties

- A. *Relocation:* The Utility Owner must:
  - 1. Relocate its Facilities according to:
    - a. The terms of the Notice and Order;
    - b. All applicable codes;
    - c. The directions of the Project Engineer and the State's Utilities Engineer (Utilities Engineer);
    - d. The plans for the utility work, which are attached to this Agreement as Exhibit A. If any changes must be made to the plans, the Utilities Engineer must approve these changes in writing before the Utility Owner performs the work to qualify for reimbursement; and
    - e. MnDOT's standard construction specifications.

2. Submit one copy of the State's Application for Utility Accommodation on Trunk Highway Right of Way, Form 2525 (Permit), including two copies of "proposed" sketches, for all Facilities within the trunk highway right of way to the Utilities Engineer before beginning relocation work.
3. Coordinate its operations with the State's contractor's (Contractor) operations and notify the Project Engineer at least two days before beginning and after completing each operational phase.
4. Stake the location and elevation of the proposed Facilities within the trunk highway right of way. The Utility Owner must not begin construction until the Project Engineer approves the location and elevation.
5. Subcontract the utility work under the terms of an existing contract because the Utility Owner does not have adequate staff to perform the work. If the subcontracted utility work costs \$10,000.00 or more, the Utility Owner must:
  - a. Enter into a written contract with the subcontractor for that work. The contractor must include or incorporate the "Audits" clause in substantially the same form as it appears in Article (V) of this Agreement; provide a detailed breakdown of the basis for compensation; and state that there will be no "penalty" or "winding up" charges for contract termination.
  - b. Provide copies of the contract to the State prior to its execution or before commencing work under an already executed "retainer-type" contract.

Except in an emergency or for the minor completion of a phase of work, obtain the Utilities Engineer's approval for the overtime work to qualify for reimbursement.

6. Accomplish the relocation work with its own equipment. If the Utility Owner must rent any equipment at a later date, it must first obtain:
  - a. The Utilities Engineer's written approval of the equipment rental and rental rates; and
  - b. The Project Engineer's approval of the equipment's proposed use.

The Utility Owner must obtain the approvals listed above before renting and using equipment to perform any other work.

7. Complete all underground installations within the proposed roadways before the Contractor begins its base work operations. If the Utility Owner must perform its work concurrently with that of the Contractor, it must coordinate with the Contractor to ensure that all work is completed to the State's satisfaction without delays. The Utility Owner must not substitute backfilling material unless specifically authorized by the Project Engineer. The Utility Owner must dispose of all rejected soil material within the highway right of way as directed by the Project Engineer. The Utility Owner must mechanically compact all material replaced in the excavation. The Utility Owner must restore all drainage and slopes to the Project Engineer's satisfaction.
8. Maintain accurate and up-to-date relocation cost records throughout the course of the Project.
9. Leave materials in place at the Project Engineer's discretion. Any materials left within the right of way after the Utility Owner completes its work will become the property of the Contractor.

B. *Compliance with Safety Regulations*

1. The Utility Owner must comply with the safety regulations contained in Minnesota Rules, part 8810.3400, subpart 5, during all construction and maintenance operations. The Utility Owner will furnish and require each flagger to carry a copy of the current edition of the State's *Field Manual*, which is Part IV of the *Minnesota Manual of Uniform Traffic Control Devices*. The Utility Owner must furnish each flagger with the required vest, hat, hand sign, flags, and any other necessary safety equipment.
2. The provisions of this Agreement do not relieve the Utility Owner of any legal responsibility or liability associated with the construction, operations, or maintenance of its Facilities.

C. *Compliance with Pollution Control Requirements*

1. The Contractor installs pollution control measures according to the National Pollution Discharge Elimination System permit (NPDES Permit). Pollution control measures include silt fences, slope stabilization measures such as seed and mulch, and any other measures the State deems necessary to comply with the NPDES Permit. If the Utility Owner's work affects such pollution control measures, the Utility Owner must restore them to their original condition and to the Project Engineer's satisfaction. If the Utility Owner is relocating Facilities before the Contractor begins construction, the Utility Owner

must work with the Project Engineer to determine if pollution control measures are necessary and how to implement them if they are.

### III. Utility Owner's Ongoing Maintenance Requirements

- A. Once construction is complete, the Utility Owner must maintain the Facilities at its own expense. The Utility Owner must follow the terms of the Permit when it performs any maintenance work.
- B. The Utility Owner may open and disturb the trunk highway right of way without a permit in the case of an emergency that is dangerous to the public and requires immediate attention. Upon learning of an emergency, the Utility Owner must immediately notify the State Patrol. The Utility Owner must take all necessary and reasonable safety measures to protect the public and must cooperate fully with the State Patrol. In this event, the Utility Owner must request a permit from the proper authority no later than the working date after it begins working in the right of way.

### IV. Payment

#### A. *Payment*

- 1. Exhibit B, which is attached to this Agreement, is a detailed, itemized estimate of the cost of the Utility Owner's relocation work. Actual cost includes all expenses attributable to design engineering and construction relocation work. Reimbursement will be based on the actual costs for work that conforms to Exhibit A. Betterment, increase in value, and salvage value derived from the relocated Facilities will not be included in this reimbursement.
- 2. The State will pay the Utility Owner for the actual cost the Utility Owner incurs performing its obligations pursuant to this Agreement, in an amount not to exceed **\$281,450.00**, upon receiving:
  - a. All necessary conveyance documents executed by authorized officials of the Utility Owner;
  - b. Proof that the Facilities have been relocated to the Project Engineer's and Utilities Engineer's satisfaction; and
  - c. One original, signed invoice that is supported by an itemized statement of costs. An authorized representative of the Utility Owner must sign the invoice and submit the final bill to the Utilities Engineer no later than 90 days after completing the work.
- 3. The State's payment constitutes payment in full for all work the Utility Owner performs and for any and all damages, claims, or causes of action of any kind

accruing to the Utility Owner because of the State's order to relocate the Facilities.

4. If acceptable to the Utilities Engineer, the State may process periodic progress billings of incurred cost without prior audit.
5. The Utility Owner will record its actual and indirect costs according to the Utility Owner's established accounting procedures that have been approved by the State and the FHWA's Division Engineer.

B. *Federal Reimbursement*

1. Pursuant to Code of Federal Regulations, title 23, part 645, subpart A., and as amended, the federal government may reimburse the State for a portion of the relocation cost the State pays the Utility Owner. The amount of the federal reimbursement will be determined upon the State's audit of the cost the Utility Owner claims according to the Agreement. The amount the State pays the Utility Owner for its relocation must not exceed the amount on which the federal government bases its reimbursement.
2. If the amount the State pays the Utility Owner exceeds the amount on which the federal government bases its reimbursement, the Utility Owner, upon the State's request, must immediately pay the difference to the State.

C. *Limitation on Payment*

1. The total amount the State is required to pay the Utility Owner is limited to the amount shown in Article IV.A.2.
2. If the Utility Owner deems it necessary to perform additional work not covered by this Agreement, or anticipates costs exceeding the amount in Article IV.A.2., then the Utility Owner must promptly notify the Utilities Engineer, in writing, of the nature and cause of the additional work or costs prior to performing or incurring them. Notification must include the amount of additional State funds requested and reason(s) supporting the request. The Utilities Engineer may approve the request subject to the availability and encumbrance of funds. If the Utility Owner performs additional work for which the State has not previously encumbered funds, the State is not obligated to pay for that additional work.
3. If the amount the Utility Owner requests under Article IV.C.2. does not exceed 10 percent of the amount in Article IV.A.2., the State may authorize payment of

that pre-approved additional amount without amending this Agreement. The Utility owner must receive notification from the State that the State has approved the additional work and encumbered the additional funds before beginning the additional work, or that work will be ineligible for reimbursement.

4. If the amount the Utility Owner requests exceed 10 percent of the amount shown in Article IV.A.2., this Agreement must be amended to reflect the new cost before the State will be responsible for paying that additional cost.

## V. Audits

- A. The Utility Owner's costs to relocate its Facilities according to this Agreement and the costs for any additions or alterations to these Facilities are subject to the State and federal government's examination and audit. Pursuant to Minnesota Statutes, section 16C.05, subdivision 5, the Utility Owner's accounting books, records, documents, procedures, and practices that are relevant to this Agreement are subject to Legislative or State Audit for six years after this Agreement expires.
- B. The Utility Owner must respond to requests for audit information to support claimed costs no later than 60 days after receiving the request or the State will cite all costs in question. If the Utility Owner does not respond during this 60-day period, the State will consider the audit citations accepted and will make payment accordingly.

## VI. Indemnification/Insurance

- A. The Utility Owner will defend (at its own expense and to the extent Minnesota's Attorney General allows), indemnify, save, and hold the State and all of its agents and employees harmless of and from all claims, demands, actions, or causes of action. This indemnity obligation extends to any attorney's fees the State incurs due to this Agreement and the Utility Owner's performance or nonperformance under it
- B. The Utility Owner does not waive any defense or immunity of third parties. The Utility Owner, in defending any action on behalf of the State, will be entitled to assert every defense or immunity that the State could assert in its own behalf.
- C. The Utility Owner certifies that its workers' compensation insurance coverage complies with Minnesota Statutes, section 176.181, subdivision 2. The Utility Owner's employees and agents are not considered State employees. The State is not responsible for any claims asserted by the Utility Owner's employees, agents, subcontractors, or any third parties under the Minnesota Workers' Compensation Act.

## VII. Nondiscrimination

- A. The Utility Owner will comply with the United States Department of Transportation's nondiscrimination regulations. These regulations are in the current version of the Code of Federal Regulations, title 49, part 21. The Utility Owner must incorporate these regulations by reference in all contracts.
- B. Minnesota Statutes, section 181.59 and any applicable local ordinances pertaining to civil rights and nondiscrimination are considered part of this Agreement.

## VIII. Buy America Requirements

- A. All utility work must comply with the "Buy America" provisions in 23 U.S.C. 313 and 23 CFR 635.410. If the Utility Owner uses steel or iron as part of its work, and the cost of that steel or iron is more than 0.1 percent of the total relocation cost or \$2,500 (whichever is greater), the Utility Owner must use steel or iron melted or manufactured in the United States. Materials that have been removed from the United States for any process (e.g., change of chemical content, shape, size, or finish) are not considered domestic materials.
- B. If the Utility Owner wishes to use foreign steel or iron, and the cost of that steel or iron exceeds the limits above, the Utility Owner must submit the "Stipulation for Use of Foreign Steel" to the Utilities Engineer and receive approval.
- C. Upon completing its work, the Utility Owner must sign and submit the State's Certificate of Compliance, which states that all iron and steel items are domestic. If any of the iron or steel items are foreign, the certification must include the waiver the Utility Owner received. The State will not process any invoices that do not include the signed Certificate of Compliance.

## IX. Governing Terms

- A. *Data Practices:* All parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13) as it applies to any data that a party to this Agreement receives, collects, stores, or disseminates under it. The Act provides civil liability for failure to comply with its requirements.
- B. *Applicable Law:* Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in Ramsey County, Minnesota.

- C. *Waiver:* If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- D. *Merger:* This Agreement contains all negotiations and agreements between the State and the Utility Owner. No prior understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- E. *Assignment:* The Utility Owner may neither assign nor transfer any rights or obligations under this Agreement without the State's consent and a fully executed assignment agreement. To be valid, the assignment agreement must be signed and approved by the same parties who signed and approved this Agreement, or their successors in office.
- F. *Amendments:* Any amendment to this Agreement must be in writing. An amendment will not be effective until the same parties who signed and approved this Agreement, or their successors in office, sign and approve the amendment.
- G. *Incorporation of Exhibits:* All exhibits attached to this Agreement are incorporated into this Agreement.

**The remainder of this page was left blank intentionally.**

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed to be bound hereby.

**CITY OF SHOREVIEW**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Order Number: \_\_\_\_\_

**Department of Transportation**

Recommended for Approval:

Approved:

By: \_\_\_\_\_  
Metro Utility Coordinator

By: \_\_\_\_\_  
Director, Office of Land Management

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of Contract Management**

Approved as to Form and Execution:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Department of Administration**

By: \_\_\_\_\_

Date: \_\_\_\_\_

(JZ)

**S.P. 6285-143 (T.H. 694)**  
**AGREEMENT NO. 1001699**

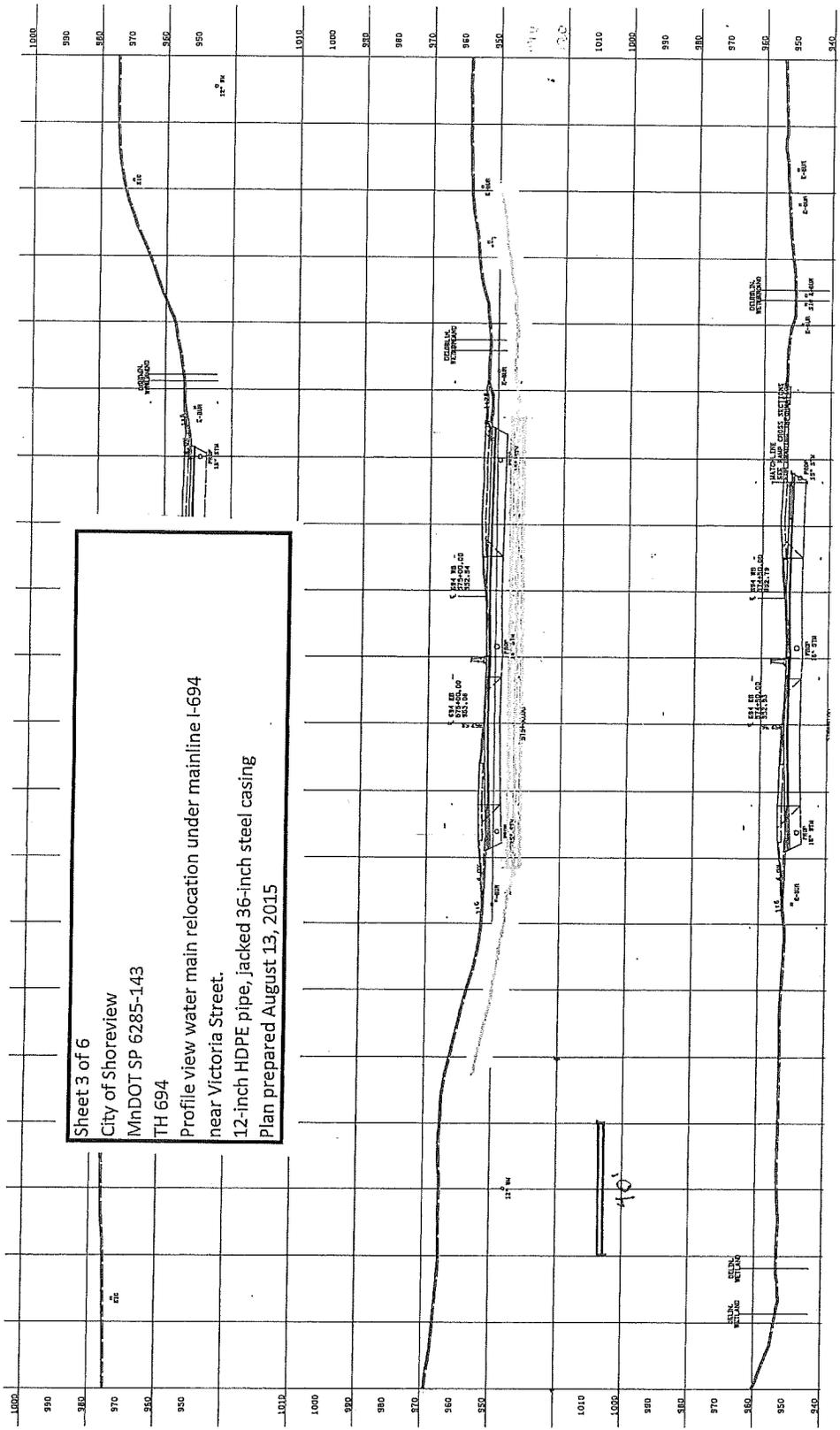
**CITY OF SHOREVIEW**

**EXHIBIT A – PLANS**



10/2/15  
 10/2/15  
 (Victoria St)

Sheet 3 of 6  
 City of Shoreview  
 MnDOT SP 6285-143  
 TH 694  
 Profile view water main relocation under mainline I-694  
 near Victoria Street.  
 12-inch HDPE pipe, jacked 36-inch steel casing  
 Plan prepared August 13, 2015





**S.P. 6285-143 (T.H. 694)**  
**AGREEMENT NO. 1001699**

**CITY OF SHOREVIEW**

**EXHIBIT B – COST ESTIMATE**

**S.P. 6285-143 (TH 694)**

**UTILITY AGREEMENT 1001699**

**CITY OF SHOREVIEW**

<b>AREA 1 - VICTORIA RD WATERMAIN RELOCATION</b>
--

<b>AMOUNT = \$ 265,200.00</b>
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<b>AREA 2 - SANITARY MANHOLE WORK AT CR RD E (SOO ST)</b>
---

<b>NEAR GRASS LAKE SOUTH FILTRATION BASIN</b>
---

<b>AMOUNT = \$ 16,250.00</b>
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<b>TOTAL AMOUNT OF AGREEMENT 1001699</b>
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<b>TOTAL = \$ 281,450.00</b>
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## UTILITY SPECIAL PROVISION AND SCHEDULE DATA FORM

### Utility Special Provision Data for State Project Number SP 6285-143 (T.H. 694)

**Utility Owner:** City of Shoreview  
**Address:** 4600 Victoria Street North  
**City, State, Zip:** Shoreview, MN 55126  
**Phone:** 651-490-4652  
**Fax:** 651-490-4696  
**Email:** [twesolowski@shoreviewmn.gov](mailto:twesolowski@shoreviewmn.gov)

### Schedule:

Work to be completed between April 1, 2016 and July 1, 2016

### Work Description/Explanation of Situation:

Casting of sanitary manhole needs to be lowered, casting replaced, and manhole structure needs to be water-proofed due to construction of storm pond required for I-694 reconstruction. Manhole will be located adjacent to the storm pond and at times the manhole and casting will be submerged under water from the pond.

### Preliminary Cost Estimate:

<u>ITEM NO.</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>QUANTITY</u>	<u>AMOUNT</u>
2021.501 - MOBILIZATION	LUMP SUM	\$ 2,000.00	1	\$ 2,000.00
2506.503 - RECONSTRUCT STRUCTURE	LIN FT	\$ 1,000.00	2	\$ 2,000.00
2506.516 - CASTING ASSEMBLY	EA	\$ 1,000.00	1	\$ 1,000.00
2506.521 - INSTALL CASTING	EA	\$ 500.00	1	\$ 500.00
SPECIAL - WATER-PROOF LINER	LUMP SUM	\$ 7,500.00	1	<u>\$ 7,500.00</u>
SUBTOTAL				\$13,000.00
CONTINGENCIES (25%)				<u>\$ 3,250.00</u>
TOTAL				\$16,250.00



PROPOSED RESOLUTION

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

to adopt Resolution No.15-99, approving Change Order No. 3 and Payment No.7  
(Final) for the Hanson Rd. / Oakridge Ave. Reconstruction, City Project No.14-01

ROLL CALL:      AYES \_\_\_\_\_ NAYS \_\_\_\_\_

JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING  
NOVEMBER 2, 2015

TO: MAYOR, CITY COUNCIL, CITY MANAGER  
FROM: GLEN M. HOFFARD  
SENIOR ENGINEERING TECHNICIAN  
DATE: OCTOBER 29, 2015  
SUBJECT: HANSON RD. / OAKRIDGE AVE. RECONSTRUCTION  
CITY PROJECT NO.14-01, CHANGE ORDER NO. 3 AND  
PAYMENT NO.7 (FINAL)

INTRODUCTION

The attached Change Order No.3 and Payment No.7 (Final) have been prepared by staff and must be approved by Council in order to modify the contract.

BACKGROUND

On May 5, 2014, the City Council awarded a contract to Arnt Construction Co. Inc. in the amount of \$1,424,934.40 for the Hanson Rd. / Oakridge Ave. Reconstruction, City Project No.14-01 and authorized the Mayor and City Manager to sign said contract. On October 20, 2014, Change Order No.1, in the amount of \$18,796.00, was approved by the City Council for a revised contract amount of \$ 1,443,730.40. On May 28, 2015, Change Order No.2 in the amount of \$ 32,505.00 was approved by the City Council for a revised contract amount of \$ 1,476,235.40. Change Order No.3 has been prepared to address certain changes, additions or revisions to the contract.

DISCUSSION

The existing rock landscaping was removed during the project at 862 Oakridge Ave. and was replaced with field stone. A pay item will be added to the contract as follows:

Field Stone  
1 LS @ \$ 2,361.31 = \$ 2,361.31

Rip Rap was placed at the east end of Oakridge Ave. to prevent erosion. A pay item will be added to the contract as follows:

Rip Rap  
1 LS @ \$ 755.36 = \$ 755.36

Wildflower seed was placed at the east end of Oakridge Ave. at the request of the property owner, in an area that is not maintained. A pay item will be added to the contract as follows:

Wildflower Seed  
1 LS @ \$ 1,409.10 = \$ 1,409.10

Tree limbs throughout the project had to be trimmed in order to make room for the construction equipment. A pay item will be added to the contract as follows:

Tree Trimming	
1 LS @ \$ 4,620.00 =	\$ 4,620.00

Landscape rock was placed between the retaining walls and the curb. A pay item will be added to the contract as follows:

Landscape Rock	
1 LS @ \$ 1,368.00 =	\$ 1,368.00

<b>Total Change Order No.3</b>	<b>\$ 10,513.77</b>
--------------------------------	---------------------

Pay items have been added to the contract documents resulting in a net increase to the contract of \$10,513.77. Change Order No.3 will increase the contract amount to \$1,486,749.17. Payment No.7 (Final) is for the amount of \$ 39,689.76 for a total amount of work completed of \$ 1,486,447.84. Change Order No.3 will be funded from the Street Renewal Fund.

RECOMMENDATION

It is recommended that Council adopt the attached proposed resolution approving Change Order No.3 and Payment No.7 (Final) for the Hanson Rd. / Oakridge Ave. Reconstruction, City Project No. 14-01.

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

**HELD NOVEMBER 2, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on November 2, 2015 at 7:00 pm. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 15-99  
APPROVING CHANGE ORDER NO.3  
AND PAYMENT NO.7 (FINAL)  
FOR THE HANSON RD. / OAKRIDGE AVE.  
RECONSTRUCTION, CITY PROJECT NO. 14-01

WHEREAS, On May 5, 2014 the City Council awarded a contract to Arnt Construction Co. Inc. for the Hanson Rd. / Oakridge Ave. Reconstruction, City Project No. 14-01 and authorized the Mayor and City Manager to sign said contract, and

WHEREAS, the original contract amount is \$1,424,934.40, and

WHEREAS, Change Order No. 1, in the amount of \$ 18,796.00 was approved by the City Council on October 20, 2014, which increased the contract amount to \$1,443,730.40, and

WHEREAS, Change Order No.2, in the amount of \$32,505.00 was approved by the City Council on June 1, 2015, which increased the contract amount to \$1,476,235.40 and

WHEREAS, Change Order No.3, in the amount of \$10,513.77 has been prepared to address certain changes, additions or revisions to the contract, and

WHEREAS, said changes, additions or revisions to the project will increase the contract amount to \$1,486,749.17, and

WHEREAS, Payment No.7 (Final), in the amount of \$ 39,689.76, will result in a total amount of work completed of \$ 1,486,447.84, and



**PROPOSED MOTION**

Moved by Council member \_\_\_\_\_

Seconded by Council member \_\_\_\_\_

To adopt proposed resolution number 15-100 authorizing the issuance and sale of \$7,605,000 General Obligation Utility Revenue Bonds, Series 2016A.

ROLL CALL:	AYES	NAYS
Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Fred Espe  
Finance Director  
November 2, 2015 Council  
Meeting

TO: Terry Schwerm, City Manager  
Mayor and City Council

FROM: Fred Espe, Finance Director

DATE: October 29, 2015

RE: 2016A Bond Issuance

## Introduction

Enclosed is the authorizing resolution for a general obligation debt issue, structured into three separate components based on the source of funds for debt repayment. Each issue is described below.

Utility Revenue Bonds will finance utility improvements:

- **Water Bonds**, in the amount of \$6,995,000, to finance the water share of the following improvements:
  - Natural gas generator Well #6
  - Raw waterline from Well #6 to the Water Treatment Plant
  - Windward Heights neighborhood
  - Water Treatment Plant
- **Sewer Bonds**, in the amount of \$230,000, to finance the sewer share of the following improvements:
  - Windward Heights neighborhood
  - Grand Avenue neighborhood
- **Surface Water Bonds**, in the amount of \$380,000, to finance the surface water share of the following improvements.
  - Windward Heights neighborhood
  - Grand Avenue neighborhood

The Water Treatment Plant bonds (\$6,075,000) will be repaid over twenty years and all remaining Water, Sewer and Surface Water bonds will be repaid over fifteen years.

## Bank Qualified Bonds

Banks, like other investors, purchase municipal bonds in order to obtain the benefit of earning interest that is exempt from Federal income taxation. The internal revenue code allows banks to deduct 80% of the carrying cost of a "qualified tax-exempt obligation". In order for a bond to be a qualified tax-exempt obligation the bond must be issued by a "qualified small issuer". A qualified small issuer is an issuer that issues no more than \$10 million of tax-exempt bonds during the calendar year. Banks have a strong appetite for bank

qualified bonds that are in limited supply, as a result, issuers obtain lower rates by selling bonds to investors that are bank qualified.

The borrowing need for the water treatment plant is \$11,720,000. However, if the City issued this level of debt it would not be bank qualified and would carry a higher interest rate. Springsted Inc., the City's financial advisor prepared debt projections prior to the issuance of the August 2015 debt, and determined that splitting the bond issue would result in the lowest overall interest cost to the City. This issue provides the remaining portion of debt to fully fund the Water Treatment Plant project.

The attached table provides an overview of funding sources and outlays of the projects included in the 2016 bond issue.

### **Summary**

Bids will be accepted for the bonds on Monday, December 7 and presented to the City Council at the regular council meeting that night. Staff will be in contact with Standard and Poor's Rating Services in November for the purpose of establishing a bond rating.

Staff recommends adoption of the proposed resolutions authorizing issuance and sale of the bond issue.

Description	PWA5 2016 Natural Gas Generator Well #6	PWA5 2016 Install Raw Waterline Frm Well #6	PWA16 2016 Windward Heights Rehab	PWA17 2016 Water Treatment Plant	PWA24 2016 Grand Avenue Rehab	Total
<b>RESOURCES:</b>						
<b>G.O. Bonds</b>						
Bonds/Water Revenue (15 yr Bonds)	\$ 100,000	\$ 500,000	\$ 300,000	\$ -	\$ -	\$ 900,000
Bonds/Water Revenue (20 yr Bonds)	-	-	-	5,957,000	-	5,957,000
Bonds/Sewer Revenue (15 yr Bonds)	-	-	200,000	-	24,000	224,000
Bonds/Storm Revenue (15 yr Bonds)	-	-	257,000	-	118,000	375,000
Total G.O. Bonds	100,000	500,000	757,000	5,957,000	142,000	7,456,000
<b>Other Revenue</b>						
Assessments - Internal funding Street Renewal	-	-	-	-	146,800	146,800
General Fixed Asset Replacement Fund	-	-	47,000	-	-	47,000
Street Renewal Fund	-	-	503,000	-	306,200	809,200
Street Lighting Fund	-	-	80,000	-	34,000	114,000
Total Other Revenue	-	-	630,000	-	487,000	1,117,000
<b>TOTAL RESOURCES</b>	<b>\$ 100,000</b>	<b>\$ 500,000</b>	<b>\$ 1,387,000</b>	<b>\$ 5,957,000</b>	<b>\$ 629,000</b>	<b>\$ 8,573,000</b>
<b>OUTLAYS:</b>						
Street, curb & gutter	\$ -	\$ -	\$ 503,000	\$ -	\$ 388,000	\$ 891,000
Trail	-	-	47,000	-	-	47,000
Water	100,000	500,000	300,000	5,957,000	20,000	6,877,000
Sewer (sanitary)	-	-	200,000	-	40,000	240,000
Storm Sewer	-	-	257,000	-	141,000	398,000
Street Lighting	-	-	80,000	-	40,000	120,000
<b>TOTAL OUTLAYS</b>	<b>\$ 100,000</b>	<b>\$ 500,000</b>	<b>\$ 1,387,000</b>	<b>\$ 5,957,000</b>	<b>\$ 629,000</b>	<b>\$ 8,573,000</b>

**CERTIFICATION OF MINUTES**

Municipality: The City of Shoreview, Minnesota  
Governing Body: City Council  
Meeting: A regular meeting of the City Council of the City of Shoreview was held on the 2<sup>nd</sup> day of November, 2015, at 7:00 p.m. at the City offices, 4600 Victoria Street North, Shoreview, Minnesota.  
Members present:  
Members absent:  
Documents: Resolution No. 15-100 - Authorizing Issuance and Sale of \$7,605,000 General Obligation Utility Revenue Bonds, Series 2016A

Certification:

I, Terry Schwerm, City Manager of the City of Shoreview, Minnesota, do hereby certify the following:

Attached hereto is a true and correct copy of a resolution on file and of record in the offices of the City of Shoreview, Minnesota, which resolution was adopted by the Shoreview City Council, at the meeting referred to above. Said meeting was a special meeting of the Shoreview City Council, was open to the public, and was held at the time at which meetings of the City Council are regularly held. Member \_\_\_\_\_ moved the adoption of the attached resolution. The motion for adoption of the attached resolution was seconded by Member \_\_\_\_\_. A vote being taken on the motion, the following voted in favor of the resolution:

\_\_\_\_\_ and the following voted against the resolution:

\_\_\_\_\_

Whereupon said resolution was declared duly passed and adopted. The attached resolution is in full force and effect and no action has been taken by the City Council of the City of Shoreview, Minnesota which would in any way alter or amend the attached resolution.

Witness my hand officially as the City Manager of the City of Shoreview, Minnesota this \_\_\_\_\_ day of November, 2015.

By \_\_\_\_\_ Its City Manager

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF \$7,605,000 GENERAL OBLIGATION UTILITY REVENUE BONDS, SERIES 2016A

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

SECTION 1. PURPOSE. It is hereby determined to be in the best interests of the City to issue its General Obligation Utility Revenue Bonds, Series 2016A, in the principal amount of approximately \$7,605,000 (the Bonds), pursuant to Minnesota Statutes, Sections 444.075 and Chapter 475, to finance the cost of certain utility projects in the City.

SECTION 2. NOTICE OF SALE. Springsted Incorporated, municipal advisor to the City, has presented to this Council a form of Terms of Proposal for the Bonds which is attached hereto and hereby approved and shall be placed on file by the City Manager. Each and all of the provisions of the Terms of Proposal are hereby adopted as the terms and conditions of the Bonds and of the sale thereof. Springsted Incorporated, as independent financial advisor, pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, paragraph (9), is hereby authorized to solicit bids for the Bonds on behalf of the City on a competitive basis without requirement of published notice.

SECTION 3. SALE MEETING. This Council shall meet at the time and place shown in the Terms of Proposal for the purpose of considering sealed bids for the purchase of the Bonds and of taking such action thereon as may be in the best interests of the City.

SECTION 4. EFFECTIVE DATE. This resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED this 2<sup>nd</sup> day of November, 2015.

THE CITY OF SHOREVIEW, MINNESOTA.

# City of Shoreview, Minnesota

## Recommendations for Issuance of Bonds

### \$7,605,000 General Obligation Utility Revenue Bonds, Series 2016A

The Council has under consideration the issuance of bonds to fund various street and utility projects within the City. This document provides information relative to the proposed issuance.

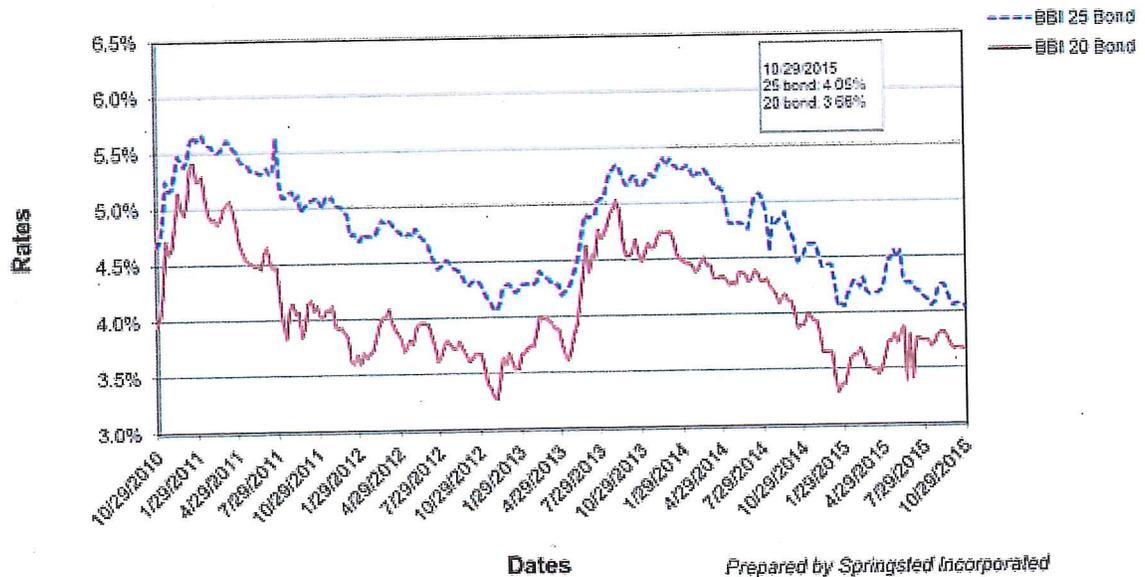
**KEY EVENTS:** The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

November 2, 2015	Council sets sale date and terms
Week of November 23, 2015	Rating conference is conducted
On or about December 3, 2015	Receipt of rating
<b>December 7, 2015, 10:00 a.m.</b>	<b>Competitive proposals are received</b>
<b>December 7, 2015, 7:00 p.m.</b>	<b>Council considers award of the Bonds</b>
January 14, 2016	Proceeds are received

**RATING:** An application will be made to Standard & Poor's Ratings Services for a rating on the Bonds. The City's general obligation debt is currently rated "AAA" by S&P.

**THE MARKET:** Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20<sup>th</sup> year for general obligation bonds (the BBI 20 Bond Index) and the 30<sup>th</sup> year for revenue bonds (the BBI 25 Bond Index). The following chart illustrates these two indices over the past five years.

**BBI 25-bond (Revenue) and 20-bond (G.O.) Rates for 5 Years Ending 10/29/2015**



**POST ISSUANCE COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: i) compliance with federal arbitrage requirements and ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as your issue has been structured. Post-issuance compliance responsibilities for your tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In very general terms, the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings and moneys held for debt service payments (which are both considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or 24-month period in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations; expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The 24-month spend-down applies to obligations that qualify as a "construction issue". An obligation is considered a construction issue if at least 75% of the proceeds are allocated to construction costs. The Bonds qualify as a construction issue and the City expects to meet the 24-month spend-down exception.

Regardless of whether an issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to the debt service fund under certain conditions and any unspent bond proceeds remaining after three years. These funds should be monitored throughout the life of the Bonds.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing information needed to comply under a continuing disclosure agreement.

Springsted currently provides arbitrage and continuing disclosure compliance services to the City. Springsted is providing an Agreement for Municipal Advisor Services to City staff, under which Springsted will continue providing these services for the City's outstanding bonds and the Bonds.

**PURPOSE:**

Proceeds of the Bonds are being used to finance various street projects, utility projects and a portion of the costs of the City's Water Treatment Plant.

The Bonds include financing for a portion of a Water Treatment Plant in the amount of \$5,957,000. Previously the City financed \$5,738,837 of the Water Treatment Plant with the issuance of the City's General Obligation Improvement and Utility Revenue Bonds, Series 2015A. The financing was done in two parts in order to deem both bond issues (the Series 2015A Bonds and the Bonds) as bank qualified.

**AUTHORITY:**

Statutory Authority: The Bonds are being issued pursuant to Minnesota Statutes, Chapters 444 and 475.

Statutory Requirements: Pursuant to Minnesota Statutes, Chapter 444, the City will covenant to maintain utility rates in an amount sufficient to generate revenues to support the operation of the water, sewer and surface water utilities (the "Utility Funds") and to make the debt service payments on the Bonds and any other outstanding obligations payable from the Utility Funds. The City is required to annually review the budget for the Utility Funds to determine if current rates and charges are sufficient and to adjust such rates and charges if necessary.

The City currently has eight outstanding bond issues which are payable in whole or part from the City's Utility Funds. The table below shows the net revenues of the City's, water, sewer, and surface water funds for fiscal year ending 2014 and projected maximum debt service to be paid from the Utility Funds, including the Bonds.

<b>2014 Net Revenues - Utility Funds</b>	<b><u>Water</u></b>	<b><u>Sewer</u></b>	<b><u>Surface Water</u></b>	<b><u>Total</u></b>
Operating Revenues	\$2,481,331	3,859,639	\$1,371,166	\$7,712,136
Operating Expenses	<u>2,067,013</u>	<u>3,492,659</u>	<u>938,673</u>	<u>6,498,345</u>
Operating Income	\$414,318	366,980	\$432,493	\$1,213,791
Add Back Depreciation	634,561	329,430	243,125	1,207,116
Add Investment Earnings	<u>175,102</u>	<u>104,576</u>	<u>36,711</u>	<u>316,389</u>
<b>Net Revenues Available for DS</b>	<b>\$1,223,981</b>	<b>\$800,986</b>	<b>\$712,329</b>	<b>\$2,737,296</b>
Projected Max Debt Service	\$1,507,880	\$331,343	\$459,534	\$2,298,756
Remaining Capacity:	-\$283,899	\$469,644	\$252,795	\$438,540

*Note: The table above shows that the 2014 net revenues of the water fund are not sufficient to pay the debt service requirements. Per discussions with the City, 2014 had a lower than normal volume of water use; however pursuant to the issuance of the Bonds, the City will covenant to adjust rates if needed.*

**SECURITY AND SOURCE OF PAYMENT:**

The Bonds will be general obligations of the City, secured by its full faith and credit and taxing power. In addition, net revenues of the City's Utility Funds will be pledged to the repayment of the Bonds.

**STRUCTURING SUMMARY:**

In consultation with the City, the water, sewer, and surface water portions of the Bonds have been structured with level payments of debt service for terms of 15 years. The Water Treatment Plant portion of the Bonds has been structured with level payments of principal and interest for a term of 20 years.

**SCHEDULES ATTACHED:**

Schedules attached include the following:

- Sources and Uses of Funds
- Net Debt Service Schedule for the Bonds as a whole
- Debt Service schedules by payment source
- Outstanding aggregate debt service schedules by utility source

**RISKS/SPECIAL  
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Assessment estimates may not be realized as shown in the attached schedules. Any such deviation will result in a different levy requirement than current estimates show.

**SALE TERMS AND  
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2025 may be prepaid at a price of par plus accrued interest on or after February 1, 2024.

Bank Qualification: The City does not expect to issue more than \$10 million in tax-exempt obligations that count against the \$10 million limit for 2016; therefore, the Bonds are designated as bank qualified.

**SUPPLEMENTAL  
INFORMATION AND  
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

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**\$7,605,000**

**City of Shoreview, Minnesota**  
General Obligation Utility Revenue Bonds, Series 2016A

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**Total Issue Sources And Uses**

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**Dated 01/14/2016 | Delivered 01/14/2016**

	Water	Sewer	Surface Water	Water Treatment Plant	Issue Summary
<b>Sources Of Funds</b>					
Par Amount of Bonds.....	\$920,000.00	\$230,000.00	\$380,000.00	\$6,075,000.00	\$7,605,000.00
<b>Total Sources.....</b>	<b>\$920,000.00</b>	<b>\$230,000.00</b>	<b>\$380,000.00</b>	<b>\$6,075,000.00</b>	<b>\$7,605,000.00</b>
<b>Uses Of Funds</b>					
Deposit to Project Construction Fund.....	900,000.00	224,000.00	375,000.00	5,957,000.00	7,456,000.00
Total Underwriter's Discount (1.200%).....	11,040.00	2,760.00	4,560.00	72,900.00	91,260.00
Costs of Issuance.....	6,618.45	1,654.61	2,733.69	43,703.25	54,710.00
Rounding Amount.....	2,341.55	1,585.39	(2,293.69)	1,396.75	3,030.00
<b>Total Uses.....</b>	<b>\$920,000.00</b>	<b>\$230,000.00</b>	<b>\$380,000.00</b>	<b>\$6,075,000.00</b>	<b>\$7,605,000.00</b>

**\$7,605,000**

**City of Shoreview, Minnesota**  
**General Obligation Utility Revenue Bonds, Series 2016A**

**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	105% D/S	Water	Sewer	Surface Water
02/01/2016	-	-	-	-	-	-	-	-
02/01/2017	340,000.00	0.750%	166,534.51	506,534.51	531,861.24	482,823.39	20,357.25	28,680.59
02/01/2018	355,000.00	0.950%	156,475.00	511,475.00	537,048.75	483,590.63	20,031.38	33,426.75
02/01/2019	360,000.00	1.150%	153,102.50	513,102.50	538,757.63	485,698.50	19,881.75	33,177.38
02/01/2020	360,000.00	1.350%	148,962.50	508,962.50	534,410.63	481,834.50	19,700.63	32,875.50
02/01/2021	370,000.00	1.500%	144,102.50	514,102.50	539,807.63	487,798.50	19,488.00	32,521.13
02/01/2022	375,000.00	1.600%	138,552.50	513,552.50	539,230.13	487,851.00	19,251.75	32,127.38
02/01/2023	380,000.00	1.700%	132,552.50	512,552.50	538,180.13	487,473.00	18,999.75	31,707.38
02/01/2024	380,000.00	1.850%	126,092.50	506,092.50	531,397.13	481,404.00	18,732.00	31,261.13
02/01/2025	385,000.00	1.950%	119,062.50	504,062.50	529,265.63	480,049.50	18,440.63	30,775.50
02/01/2026	400,000.00	2.100%	111,555.00	511,555.00	537,132.75	488,735.63	18,133.50	30,263.63
02/01/2027	405,000.00	2.200%	103,155.00	508,155.00	533,562.75	486,047.63	17,802.75	29,712.38
02/01/2028	410,000.00	2.300%	94,245.00	504,245.00	529,457.25	482,866.13	17,456.25	29,134.88
02/01/2029	420,000.00	2.450%	84,815.00	504,815.00	530,055.75	484,430.63	17,094.00	28,531.13
02/01/2030	435,000.00	2.550%	74,525.00	509,525.00	535,001.25	485,155.13	16,708.13	33,138.00
02/01/2031	450,000.00	2.650%	63,432.50	513,432.50	539,104.13	485,212.88	21,556.50	32,334.75
02/01/2032	335,000.00	2.750%	51,507.50	386,507.50	405,832.88	405,832.88	-	-
02/01/2033	345,000.00	2.850%	42,295.00	387,295.00	406,659.75	406,659.75	-	-
02/01/2034	355,000.00	2.900%	32,462.50	387,462.50	406,835.63	406,835.63	-	-
02/01/2035	365,000.00	2.950%	22,167.50	387,167.50	406,525.88	406,525.88	-	-
02/01/2036	380,000.00	3.000%	11,400.00	391,400.00	410,970.00	410,970.00	-	-
<b>Total</b>	<b>\$7,605,000.00</b>	<b>-</b>	<b>\$1,976,997.01</b>	<b>\$9,581,997.01</b>	<b>\$10,061,096.86</b>	<b>\$9,307,795.14</b>	<b>\$283,634.25</b>	<b>\$469,667.47</b>

**SIGNIFICANT DATES**

Dated.....	1/14/2016
Delivery Date.....	1/14/2016
First Coupon Date.....	8/01/2016

**Yield Statistics**

Bond Year Dollars.....	\$81,019.13
Average Life.....	10.653 Years
Average Coupon.....	2.4401609%
Net Interest Cost (NIC).....	2.5528010%
True Interest Cost (TIC).....	2.5445663%
Bond Yield for Arbitrage Purposes.....	2.4123064%
All Inclusive Cost (AIC).....	2.6249530%
<b>IRS Form 8038</b>	
Net Interest Cost.....	2.4401609%
Weighted Average Maturity.....	10.653 Years

**\$920,000**

**City of Shoreview, Minnesota**  
General Obligation Utility Revenue Bonds, Series 2016A  
Water

**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	105% DS
02/01/2016	-	-	-	-	-
02/01/2017	55,000.00	0.750%	17,794.92	72,794.92	76,434.67
02/01/2018	55,000.00	0.950%	16,580.00	71,580.00	75,159.00
02/01/2019	55,000.00	1.150%	16,057.50	71,057.50	74,610.38
02/01/2020	55,000.00	1.350%	15,425.00	70,425.00	73,946.25
02/01/2021	60,000.00	1.500%	14,682.50	74,682.50	78,416.63
02/01/2022	60,000.00	1.600%	13,782.50	73,782.50	77,471.63
02/01/2023	60,000.00	1.700%	12,822.50	72,822.50	76,463.63
02/01/2024	60,000.00	1.850%	11,802.50	71,802.50	75,392.63
02/01/2025	60,000.00	1.950%	10,692.50	70,692.50	74,227.13
02/01/2026	65,000.00	2.100%	9,522.50	74,522.50	78,248.63
02/01/2027	65,000.00	2.200%	8,157.50	73,157.50	76,815.38
02/01/2028	65,000.00	2.300%	6,727.50	71,727.50	75,313.88
02/01/2029	65,000.00	2.450%	5,232.50	70,232.50	73,744.13
02/01/2030	70,000.00	2.550%	3,640.00	73,640.00	77,322.00
02/01/2031	70,000.00	2.650%	1,855.00	71,855.00	75,447.75
Total	\$920,000.00	-	\$164,774.92	\$1,084,774.92	\$1,139,013.67

**SIGNIFICANT DATES**

Dated..... 1/14/2016  
Delivery Date..... 1/14/2016  
First Coupon Date..... 8/01/2016

**\$230,000**

**City of Shoreview, Minnesota**  
General Obligation Utility Revenue Bonds, Series 2016A  
Sewer

**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	105% DS
02/01/2016	-	-	-	-	-
02/01/2017	15,000.00	0.750%	4,387.86	19,387.86	20,357.25
02/01/2018	15,000.00	0.950%	4,077.50	19,077.50	20,031.38
02/01/2019	15,000.00	1.150%	3,935.00	18,935.00	19,881.75
02/01/2020	15,000.00	1.350%	3,762.50	18,762.50	19,700.63
02/01/2021	15,000.00	1.500%	3,560.00	18,560.00	19,488.00
02/01/2022	15,000.00	1.600%	3,335.00	18,335.00	19,251.75
02/01/2023	15,000.00	1.700%	3,095.00	18,095.00	18,999.75
02/01/2024	15,000.00	1.850%	2,840.00	17,840.00	18,732.00
02/01/2025	15,000.00	1.950%	2,562.50	17,562.50	18,440.63
02/01/2026	15,000.00	2.100%	2,270.00	17,270.00	18,133.50
02/01/2027	15,000.00	2.200%	1,955.00	16,955.00	17,802.75
02/01/2028	15,000.00	2.300%	1,625.00	16,625.00	17,456.25
02/01/2029	15,000.00	2.450%	1,280.00	16,280.00	17,094.00
02/01/2030	15,000.00	2.550%	912.50	15,912.50	16,708.13
02/01/2031	20,000.00	2.650%	530.00	20,530.00	21,556.50
Total	\$230,000.00	-	\$40,127.86	\$270,127.86	\$283,634.25

**SIGNIFICANT DATES**

Dated..... 1/14/2016  
Delivery Date..... 1/14/2016  
First Coupon Date..... 8/01/2016

**\$380,000**

**City of Shoreview, Minnesota**  
General Obligation Utility Revenue Bonds, Series 2016A  
Surface Water

**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	105% DS
02/01/2016	-	-	-	-	-
02/01/2017	20,000.00	0.750%	7,314.85	27,314.85	28,680.59
02/01/2018	25,000.00	0.950%	6,835.00	31,835.00	33,426.75
02/01/2019	25,000.00	1.150%	6,597.50	31,597.50	33,177.38
02/01/2020	25,000.00	1.350%	6,310.00	31,310.00	32,875.50
02/01/2021	25,000.00	1.500%	5,972.50	30,972.50	32,521.13
02/01/2022	25,000.00	1.600%	5,597.50	30,597.50	32,127.38
02/01/2023	25,000.00	1.700%	5,197.50	30,197.50	31,707.38
02/01/2024	25,000.00	1.850%	4,772.50	29,772.50	31,261.13
02/01/2025	25,000.00	1.950%	4,310.00	29,310.00	30,775.50
02/01/2026	25,000.00	2.100%	3,822.50	28,822.50	30,263.63
02/01/2027	25,000.00	2.200%	3,297.50	28,297.50	29,712.38
02/01/2028	25,000.00	2.300%	2,747.50	27,747.50	29,134.88
02/01/2029	25,000.00	2.450%	2,172.50	27,172.50	28,531.13
02/01/2030	30,000.00	2.550%	1,560.00	31,560.00	33,138.00
02/01/2031	30,000.00	2.650%	795.00	30,795.00	32,334.75
Total	\$380,000.00	-	\$67,302.35	\$447,302.35	\$469,667.47

**SIGNIFICANT DATES**

Dated..... 1/14/2016  
Delivery Date..... 1/14/2016  
First Coupon Date..... 8/01/2016

**\$6,075,000**

**City of Shoreview, Minnesota**  
General Obligation Utility Revenue Bonds, Series 2016A  
Water Treatment Plant

**DEBT SERVICE SCHEDULE**

Date	Principal	Coupon	Interest	Total P+I	105% DS
02/01/2016	-	-	-	-	-
02/01/2017	250,000.00	0.750%	137,036.88	387,036.88	406,388.72
02/01/2018	260,000.00	0.950%	128,982.50	388,982.50	408,431.63
02/01/2019	265,000.00	1.150%	126,512.50	391,512.50	411,088.13
02/01/2020	265,000.00	1.350%	123,465.00	388,465.00	407,888.25
02/01/2021	270,000.00	1.500%	119,887.50	389,887.50	409,381.88
02/01/2022	275,000.00	1.600%	115,837.50	390,837.50	410,379.38
02/01/2023	280,000.00	1.700%	111,437.50	391,437.50	411,009.38
02/01/2024	280,000.00	1.850%	106,677.50	386,677.50	406,011.38
02/01/2025	285,000.00	1.950%	101,497.50	386,497.50	405,822.38
02/01/2026	295,000.00	2.100%	95,940.00	390,940.00	410,487.00
02/01/2027	300,000.00	2.200%	89,745.00	389,745.00	409,232.25
02/01/2028	305,000.00	2.300%	83,145.00	388,145.00	407,552.25
02/01/2029	315,000.00	2.450%	76,130.00	391,130.00	410,686.50
02/01/2030	320,000.00	2.550%	68,412.50	388,412.50	407,833.13
02/01/2031	330,000.00	2.650%	60,252.50	390,252.50	409,765.13
02/01/2032	335,000.00	2.750%	51,507.50	386,507.50	405,832.88
02/01/2033	345,000.00	2.850%	42,295.00	387,295.00	406,659.75
02/01/2034	355,000.00	2.900%	32,462.50	387,462.50	406,835.63
02/01/2035	365,000.00	2.950%	22,167.50	387,167.50	406,525.88
02/01/2036	380,000.00	3.000%	11,400.00	391,400.00	410,970.00
Total	\$6,075,000.00	-	\$1,704,791.88	\$7,779,791.88	\$8,168,781.47

**SIGNIFICANT DATES**

Dated..... 1/14/2016  
Delivery Date..... 1/14/2016  
First Coupon Date..... 8/01/2016

**City of Shoreview, Minnesota**  
**Total Existing and Projected Debt Payable from the Water Utility**

**Aggregate Debt Service -- Accrual Basis**

Calendar Year	2007A GO	2008A	2013A	2013B Ref 2004A	2013B Ref 2006A	2013C	2014A Ref 2010B	2015A	2016A	TOTAL
2016	74,408.75	201,795.00	86,950.00	15,150.00	73,350.00	37,800.00	97,600.00	166,509.40	80,906.80	834,469.95
2017	77,237.50	201,295.00	85,450.00	-	62,150.00	36,900.00	101,050.00	401,602.50	451,706.25	1,417,391.25
2018	74,942.50	200,595.00	83,950.00	-	70,950.00	36,000.00	99,450.00	472,877.50	459,066.25	1,497,831.25
2019	72,602.50	204,595.00	87,400.00	-	69,650.00	35,100.00	97,450.00	480,352.50	460,730.00	1,507,880.00
2020	75,117.50	203,175.00	85,800.00	-	68,350.00	34,200.00	95,050.00	479,102.50	456,730.00	1,497,525.00
2021	77,400.00	206,327.50	84,200.00	-	67,050.00	33,300.00	92,650.00	476,152.50	462,095.00	1,499,175.00
2022	74,547.50	204,081.25	87,550.00	-	70,700.00	32,400.00	90,250.00	476,402.50	461,940.00	1,497,871.25
2023	76,556.25	206,431.25	85,850.00	-	-	31,500.00	93,093.75	474,652.50	461,370.00	1,429,453.75
2024	-	208,234.38	-	-	-	35,525.00	91,181.25	479,302.50	455,335.00	1,269,578.13
2025	-	209,484.38	-	-	-	-	99,037.50	477,152.50	453,826.25	1,239,500.63
2026	-	-	-	-	-	-	96,425.00	479,852.50	461,682.50	1,037,960.00
2027	-	-	-	-	-	-	-	477,027.50	458,887.50	935,915.00
2028	-	-	-	-	-	-	-	473,152.50	455,617.50	928,770.00
2029	-	-	-	-	-	-	-	477,971.25	456,707.50	934,678.75
2030	-	-	-	-	-	-	-	472,340.00	457,080.00	929,420.00
2031	-	-	-	-	-	-	-	476,537.50	456,807.50	933,345.00
2032	-	-	-	-	-	-	-	371,455.00	381,901.25	753,356.25
2033	-	-	-	-	-	-	-	371,612.50	382,378.75	753,991.25
2034	-	-	-	-	-	-	-	370,725.00	382,315.00	753,040.00
2035	-	-	-	-	-	-	-	373,987.50	381,783.75	755,771.25
2036	-	-	-	-	-	-	-	371,387.50	385,700.00	757,087.50
-	\$602,812.50	\$2,046,013.75	\$687,150.00	\$15,150.00	\$482,200.00	\$312,725.00	\$1,053,237.50	\$9,100,155.65	\$8,864,566.80	\$23,164,011.20

**Outstanding Par Amounts Of Selected Issues**

2007A GO Util R-Water Revenue.....	515,000.00
2008A GO Bonds-Water Projects.....	1,665,000.00
2013A GO -Water Revenue Bonds.....	635,000.00
2013B Ref 2004A Water.....	15,000.00
2013B Ref 2006A (Water).....	450,000.00
2013C GO -Water Revenue Bonds.....	275,000.00
2014A GO Ref Bond-2010B Water.....	915,000.00
2015A Water Revnue Projects.....	6,885,000.00
2016A Water Revenue Projets.....	6,995,000.00
<b>TOTAL.....</b>	<b>18,350,000.00</b>

**City of Shoreview, Minnesota**  
**Total Existing and Projected Debt Payable from the Sewer Utility**

**Aggregate Debt Service -- Accrual Basis**

Calendar Year	2007A	2008A	2013B Ref 2004A	2013B Ref 2006A	2014A Ref 2010B	2015A	2016A	TOTAL
2016	21,068.75	51,401.25	40,400.00	22,700.00	82,937.50	37,651.65	2,292.86	258,452.01
2017	25,407.50	50,001.25	-	22,300.00	81,637.50	116,667.50	19,133.75	315,147.50
2018	24,642.50	48,601.25	-	21,900.00	80,337.50	133,742.50	19,006.25	328,230.00
2019	23,862.50	52,101.25	-	21,500.00	78,712.50	136,317.50	18,848.75	331,342.50
2020	23,067.50	50,471.25	-	21,100.00	76,762.50	134,317.50	18,661.25	324,380.00
2021	22,262.50	48,811.25	-	20,700.00	74,812.50	131,817.50	18,447.50	316,851.25
2022	21,447.50	52,025.00	-	25,250.00	72,862.50	133,742.50	18,215.00	323,542.50
2023	25,518.75	50,112.50	-	-	71,156.25	134,967.50	17,967.50	299,722.50
2024	-	48,171.88	-	-	74,637.50	131,667.50	17,701.25	272,178.13
2025	-	51,093.75	-	-	72,975.00	134,417.50	17,416.25	275,902.50
2026	-	-	-	-	71,050.00	132,117.50	17,112.50	220,280.00
2027	-	-	-	-	-	134,647.50	16,790.00	151,437.50
2028	-	-	-	-	-	131,827.50	16,452.50	148,280.00
2029	-	-	-	-	-	133,608.75	16,096.25	149,705.00
2030	-	-	-	-	-	135,200.00	15,721.25	150,921.25
2031	-	-	-	-	-	131,755.00	20,265.00	152,020.00
-	\$187,277.50	\$502,790.63	\$40,400.00	\$155,450.00	\$837,881.25	\$2,024,465.40	\$270,127.86	\$4,018,392.64

**Outstanding Par Amounts Of Selected Issues**

2007A GO Util R-Sewer Revenue.....	160,000.00
2008A GO Bonds-Sewer Projects.....	410,000.00
2013B Ref 2004A Sewer.....	40,000.00
2013B Ref 2006A (Sewer).....	145,000.00
2014A GO Ref Bond-2010B Sewer.....	730,000.00
2015A GO Bonds Sewer.....	1,650,000.00
2016A GO Bonds Sewer.....	230,000.00
<b>TOTAL.....</b>	<b>3,365,000.00</b>

**City of Shoreview, Minnesota**  
**Total Existing and Projected Debt Payable from the Surface Water Utility**

**Aggregate Debt Service -- Accrual Basis**

Calendar Year	2007A	2008A	2009A	2013A	2013B Ref 2004A	2013C	2014A Ref 2010B	2015A	2016A	TOTAL
2016	53,730.00	21,582.50	127,825.00	104,700.00	50,500.00	20,025.00	26,650.00	19,635.90	3,822.35	428,470.75
2017	52,220.00	20,982.50	129,462.50	107,850.00	-	24,500.00	26,250.00	61,712.50	26,910.00	449,887.50
2018	55,593.75	20,382.50	125,750.00	105,950.00	-	23,900.00	25,850.00	70,162.50	31,716.25	459,305.00
2019	53,838.75	19,782.50	126,812.50	104,050.00	-	23,300.00	30,275.00	68,912.50	31,453.75	458,425.00
2020	52,050.00	19,171.25	127,400.00	107,100.00	-	22,700.00	29,525.00	67,912.50	31,141.25	457,000.00
2021	55,137.50	18,548.75	127,500.00	105,100.00	-	22,100.00	28,775.00	71,587.50	30,785.00	459,533.75
2022	53,100.00	17,918.75	-	103,100.00	-	21,500.00	28,025.00	69,937.50	30,397.50	323,978.75
2023	51,037.50	22,175.00	-	106,050.00	-	20,900.00	27,368.75	68,012.50	29,985.00	325,528.75
2024	-	21,312.50	-	-	-	20,300.00	26,806.25	71,312.50	29,541.25	169,272.50
2025	-	20,437.50	-	-	-	-	26,212.50	70,112.50	29,066.25	145,828.75
2026	-	-	-	-	-	-	30,450.00	68,912.50	28,560.00	127,922.50
2027	-	-	-	-	-	-	-	67,652.50	28,022.50	95,675.00
2028	-	-	-	-	-	-	-	71,180.00	27,460.00	98,640.00
2029	-	-	-	-	-	-	-	69,473.75	26,866.25	96,340.00
2030	-	-	-	-	-	-	-	67,735.00	31,177.50	98,912.50
2031	-	-	-	-	-	-	-	70,945.00	30,397.50	101,342.50
-	\$426,707.50		\$764,750.00	\$843,900.00	\$50,500.00	\$199,225.00	\$306,187.50	\$1,055,197.15	\$447,302.35	\$4,296,063.25

**Outstanding Par Amounts Of Selected Issues**

2007A G-Surface Water Revenue.....	365,000.00
2008A G-Surface Water Revenue.....	165,000.00
2009A -Surface Water Projects.....	685,000.00
2013A - Surface Water Revenue Bonds.....	780,000.00
2013B Ref 2004A Surface Water.....	50,000.00
2013C Surface Water Revenue Bonds.....	175,000.00
2014A GO Ref 2010B Surface Water.....	265,000.00
2015A GO Surface Water.....	860,000.00
2016A GO Surface Water.....	380,000.00
<b>TOTAL.....</b>	<b>3,725,000.00</b>

**MOTION  
TO APPROVE A CONDITIONAL USE PERMIT  
AND SITE AND BUILDING PLAN REVIEW  
MINNESOTA VETERINARY HOSPITAL  
4545 HODGSON ROAD**

**MOVED BY COUNCIL MEMBER:** \_\_\_\_\_

**SECONDED BY COUNCIL MEMBER:** \_\_\_\_\_

To adopt Resolution 15-104 approving the Conditional Use Permit amendment and approve the Site and Building Plan review to install a 6-foot tall fence and create an enclosed outdoor animal exercise area for the Minnesota Veterinary Hospital, 4545Hodgson Road, subject to the following conditions:

**Site and Building Plan Review**

1. This approval permits the installation of a 6-foot tall wooden privacy fence for an outdoor animal exercise area located on the north side of the hospital/kennel building as identified on the approved plans.
2. The installation of the fence shall not result in the removal of any landmark trees on the property.
3. The fence shall maintain a minimum setback of 5 feet from Hodgson Road to provide an area for landscaping. A landscape plan shall include screening vegetation and shall be submitted for City review and approval prior to the issuance of a fence permit.
4. No signage is permitted on the fence.
5. A fence permit is required to install the proposed 6-foot tall fence. This fence shall be constructed and maintained in accordance with Section 205.040 (C)(9).
6. The application shall submit a plan showing the final design of the fence for review and approval by the City staff prior to the issuance of a fence permit and installation of the fence.

**Conditional Use Permit**

1. This permit amends the existing Conditional Use Permit for the indoor kennel facility, Minnesota Veterinary Hospital, as authorized in Resolution 02-11. This amendment permits an outdoor exercise area located on the north side of the hospital/kennel building.
2. Conditions as identified in Resolution 02-11 shall remain in effect. Condition No. 4 shall be amended to read:

The owners must comply with the management plan for the facility, including the outdoor exercise area. Animal waste that occurs outside the facility shall be picked up and disposed of daily. The owners must comply with Section 601.030 (D) and 209.020 (B)(8) regarding noise and Section 601.030 (E) regarding waste. The exterior of the site shall be maintained in accordance with Section 211, Property Maintenance Standards.

3. The outdoor exercise area shall be enclosed with a 6-foot tall wooden privacy fence. This fence shall be constructed and maintained in accordance with Section 205.040 (C)(9).
4. Artificial turf is permitted for the outdoor exercise area provided it is maintained in accordance with the manufacturer's specifications and Section 211, Property Maintenance Standards.
5. Use of the outdoor exercise area shall be restricted to canines receiving care at the Veterinary Hospital or being boarded in the kennel facility.
6. Use of the outdoor exercise area shall be managed and operated in accordance with the information submitted as part of the conditional use permit application.
7. The fence and outdoor exercise area shall be removed upon the expiration of the conditional use permit and/or a change in use on this property.

Approval is based on the following findings.

1. The property is zoned O, Office which allows veterinary hospitals as a permitted use and indoor kennels as a conditional use.
2. The land use complies with the designated land use (Office) of the Comprehensive Plan and policies of PDA #10. The proposed outdoor exercise area for the canine's will not affect nearby residential uses, traffic or pedestrian connections.
3. The outdoor exercise area is consistent with the standards required for an indoor kennel, Section 205.044 (C)(3).

**ROLL CALL:**    **AYES** \_\_\_\_\_    **NAYS** \_\_\_\_\_

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

**Regular City Council Meeting**

November 2, 2015

**TO:** Mayor, City Council, City Manager  
**FROM:** Kathleen Castle, City Planner  
**DATE:** October 30, 2015  
**SUBJECT:** File No. 2596-15-39, Conditional Use Permit/Site and Building Plan Review – Minnesota Veterinary Hospital, 4545 Hodgson Road

## **INTRODUCTION**

Jeff Jensen, Minnesota Veterinary Hospital, is proposing to install a 6-foot tall wooden privacy fence on the north side of the property to create an enclosed outdoor animal exercise area. The proposal requires an amendment to their existing conditional use permit and site and building plan review.

In 2002, the Jensen Family Partnership received a conditional use permit to expand the services offered at the veterinary hospital to include boarding services for animals that are not receiving medical care. The maximum number of kennels permitted is 30. No modifications to the site were permitted with this conditional use permit and all operations associated with the kennel were limited to the interior of the building, with the exception of animal exercise. Outdoor exercise occurs on the west side of the building. The dogs are leashed and walked with an attendant two to three times daily. An amendment is needed to the Conditional Use Permit to permit an enclosed outdoor exercise area.

The application was complete as of October 1, 2015.

## **PROJECT DESCRIPTION**

The property is located on the southwest corner of Hodgson Road and Highway 96 and has an approximate lot area of 30,000 square feet and has approximately 145 feet of frontage on Hodgson Road. The property is triangular in shape with the narrow portion of the property being adjacent to Highway 96.

The property is developed with a one-story structure approximately 5,000 square feet in size that houses the veterinary hospital and kennel operations. The building is located in the central portion of the property with a wooded yard area on the north side. Off-street parking is provided on-site south of the building and accessed via a driveway off of Bridge Court and Hodgson Road.

Mr. Jensen is proposing to enclose a portion of the front yard area with a 6-foot tall wooden privacy fence for an outdoor animal exercise area. This fence would extend north of the building along Hodgson Road and enclose a portion of the front yard. The natural turf within this area would be replaced with an artificial turf that is designed for outdoor dog exercise areas. Please see the attached plans.

## **DEVELOPMENT CODE**

### **Site and Building Plan Review**

Fences are permitted in the Office District (Section 205.040 (C)) provided Site and Building Plan approval is received. Fences are required to comply with standards pertaining to height, location, construction and maintenance and fencing material. Fences cannot exceed 6-feet in height unless the fence is needed for security reasons, then an 8-foot height may be allowed.

The Site and Building Plan Review (Section 203.041) may be approved provide the proposed use is permitted in the zoning district and upon showing that the standards and criteria of the Development Code are met. The use must also be in harmony with the general purpose and intent of the Development Code and Comprehensive Plan.

In the Office Zoning District, veterinary clinics are a permitted use. Indoor kennels accessory to veterinary offices and clinics are permitted with a conditional use permit provided certain standards are met (Section 205.044 (C)(3)).

### **Conditional Use Permit**

Section 203.032 Conditional Use Permit (Non-Floodplain) states that certain land uses are designated as a conditional use because they may not be suitable in a particular zoning district unless conditions are attached. In those circumstances, conditions may be imposed to protect the health, safety and welfare and to insure harmony with the Comprehensive Plan.

The approval of a conditional use permit requires the City Council to find that the use complies with the following criteria.

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

## **STAFF REVIEW**

### **Site and Building Plan Review**

The proposed fence complies with the fence standards for the Office District. The fence will not exceed 6-feet in height and will be located on the applicant's property. In addition, the wooden fence material is allowed and framing structure of the fence will face the interior.

Staff's primary concern relates to the visual impact since the fence will be located in the front yard and will be visible from Highway 96 and Hodgson Road. Mr. Jensen is proposing to place the fence along the Hodgson Road right-of-way line. While there is a boulevard area

that provides separation from the improved road and trail surface, Staff is recommending the fence be setback a minimum of 5-feet to provide area for landscaping.

### **Conditional Use Permit**

An amendment to the Conditional Use Permit is needed for the outdoor exercise area. The original conditional use permit was approved with the following condition:

2) There shall be no exterior modifications to the building or site to accommodate this use. With the exception of animal exercise, all operations associated with the kennel shall occur within the building.

Canine's are currently exercised on the west side of the building with an animal care attendant or technician two or three times daily. Waste is picked up and disposed of properly. The City has not received complaints regarding the existing operations.

Mr. Jensen has stated that the proposed outdoor exercise area will better suit the needs of their clients and allow their business to remain competitive with other kennel operations. Further, he also expresses concern regarding safety of the animals since they are walked near the parking lot and a busy road (Hodgson Road). The fenced in outdoor exercise area would improve safety and provide better service for their clients. In addition, the turf area of the exercise area would be converted to an artificial turf specifically designed for this purpose.

See the applicant's statement for information on the proposed artificial turf, capacity, waste management and noise.

### *Comprehensive Plan Consistency*

The land use designation for the property is O, Office and located in Policy Development Area #10, Highways 96 and 49. PDA's have been established in areas where parcels may be underdeveloped, pose concerns or present opportunities for development/redevelopment. Policies for the PDA address the impact future development may have on the single-family residential uses to the south, traffic impacts and pedestrian connections.

The expansion of the clinic/kennel facility with an outdoor exercise area is consistent with the land use designation and does not affect the nearby single-family land uses, traffic or pedestrian connections.

### *Development Code*

Again, veterinary clinics are a permitted use in the O, Office zoning district and indoor kennels are permitted as a conditional use. The proposed outdoor exercise area is accessory to these uses and permitted provided the zoning and conditional use permit standards are met.

Staff is supportive of the proposed outdoor exercise area and finds that it is consistent with the spirit and intent of the zoning district and conditional use permit requirements. Outdoor exercise areas are not uncommon for veterinary clinics and kennels and if property managed

will not negatively affect the surrounding businesses. The enclosure will improve safety for the canines as well as the employees by providing a contained play space. Concerns regarding waste disposal, noise and capacity have been met. The Staff is also recommending that conditions be attached addressing the operations to ensure that there are no negative impacts from this use.

### **REQUEST FOR COMMENT**

Property owners within 350 feet were notified of the applicant's request. Ramsey County has indicated that they do not have any concerns regarding the proposal. Scandia Shores, 418 Highway 96, also indicated that they have no objections to the proposed fence and outdoor exercise area. The City Engineer has also indicated no concerns with the proposed fence. The separation of the trail from the fence provides adequate room for trail maintenance including snow removal.

### **PLANNING COMMISSION REVIEW**

The Planning Commission reviewed the applications at their October 27<sup>th</sup> meeting and recommended approval 7-0 of both applications to the City Council. The Commission did discuss the visual impact of the fence since it is adjoining Hodgson Road and the Site and Building Plan Review Condition No. 3 changing the minimum setback to 5 feet from Hodgson Road. Another condition was also added requiring the applicant submit a revised plan prior to approval of a fence permit.

### **RECOMMENDATION**

Staff has reviewed the application and found that the proposed Conditional Use Permit request meets the requirements of the Development Ordinance and policies of the Comprehensive Plan. Therefore, staff recommends the City Council adopt Resolution 15-104 approving the conditional use permit and approve the site and building plan review, subject to the following conditions:

#### **Site and Building Plan Review**

1. This approval permits the installation of a 6-foot tall wooden privacy fence for an outdoor animal exercise area located on the north side of the hospital/kennel building as identified on the approved plans.
2. The installation of the fence shall not result in the removal of any landmark trees on the property.
3. The fence shall maintain a minimum setback of 5 feet from Hodgson Road to provide an area for landscaping. A landscape plan shall include screening vegetation and shall be submitted for City review and approval prior to the issuance of a fence permit.
4. No signage is permitted on the fence.
5. A fence permit is required to install the proposed 6-foot tall fence. This fence shall be constructed and maintained in accordance with Section 205.040 (C)(9).
6. The application shall submit a plan showing the final design of the fence for review and approval by the City staff prior to the issuance of a fence permit and installation of the fence.

## Conditional Use Permit

1. This permit amends the existing Conditional Use Permit for the indoor kennel facility, Minnesota Veterinary Hospital, as authorized in Resolution 02-11. This amendment permits an outdoor exercise area located on the north side of the hospital/kennel building.
2. Conditions as identified in Resolution 02-11 shall remain in effect. Condition No. 4 shall be amended to read:

The owners must comply with the management plan for the facility, including the outdoor exercise area. Animal waste that occurs outside the facility shall be picked up and disposed of daily. The owners must comply with Section 601.030 (D) and 209.020 (B)(8) regarding noise and Section 601.030 (E) regarding waste. The exterior of the site shall be maintained in accordance with Section 211, Property Maintenance Standards.

3. The outdoor exercise area shall be enclosed with a 6-foot tall wooden privacy fence. This fence shall be constructed and maintained in accordance with Section 205.040 (C)(9).
4. Artificial turf is permitted for the outdoor exercise area provided it is maintained in accordance with the manufacturer's specifications and Section 211, Property Maintenance Standards.
5. Use of the outdoor exercise area shall be restricted to canines receiving care at the Veterinary Hospital or being boarded in the kennel facility.
6. Use of the outdoor exercise area shall be managed and operated in accordance with the information submitted as part of the conditional use permit application.
7. The fence and outdoor exercise area shall be removed upon the expiration of the conditional use permit and/or a change in use on this property.

### Attachments:

1. Resolution 15-104, Amended Conditional Use Permit
2. Resolution 02-11, Conditional Use Permit
3. Excerpt from Comprehensive Plan
4. Aerial Location Map
5. Applicant's Statement and Submitted Plans
6. Conceptual Fence Plan – 10 foot setback from Hodgson Road ROW
7. Comments received
8. Motion Sheet

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD NOVEMBER 2, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 PM.

The following members were present:

And the following members were absent:

Member introduced the following resolution and moved its adoption.

**RESOLUTION NO. 15-104  
CONDITIONAL USE PERMIT AMENDMENT**

**WHEREAS**, Jensen Family Partnership, applied for an amendment to Conditional Use Permit, Resolution 02-11, to create an enclosed animal exercise area, for the Minnesota Veterinary Hospital and indoor kennel on their property legally described as:

Lot 3, Block 1, Bridge Court East Addition

*(These properties are commonly known as 4545 Hodgson Road, Shoreview, Minnesota.)*

**WHEREAS**, Section 203.032 (A) states that certain uses, while generally not suitable in a particular zoning district, may not be suitable under some circumstances if conditions are attached. In those circumstances, conditions may be imposed to protect the health, safety and welfare of the community and to insure harmony with the Comprehensive Plan; and

**WHEREAS**, the City adopted Resolution 02-11 approving a conditional use permit for the applicant to operate an indoor kennel on the property accessory to the veterinary clinic use in

accordance with Section 205.044 (C)(3); and

**WHEREAS**, the applicant is proposing to install a 6-foot tall wooden privacy fence to create an enclosed outdoor animal exercise area for the clinic and kennel; and

**WHEREAS**, the Planning Commission held a public hearing on October 27, 2015 and found that the proposed use was consistent with the Comprehensive Plan and the Development Code and that the proposed use would not have a detrimental effect on the character and development of the neighborhood; and

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

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

1. The property is zoned O, Office which allows veterinary hospitals as a permitted use and indoor kennels as a conditional use.
2. The land use complies with the designated land use (Office) of the Comprehensive Plan and policies of PDA #10. The proposed outdoor exercise area for the canines will not affect nearby residential uses, traffic or pedestrian connections.
3. The outdoor exercise area is consistent with the standards required for an indoor kennel, Section 205.044 (C)(3).

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE SHOREVIEW CITY COUNCIL** that a Conditional Use Permit allowing the outside storage area as shown on the plans submitted (File No. 2596-15-39) is hereby approved, subject to the following conditions:

1. This permit amends the existing Conditional Use Permit for the indoor kennel facility, Minnesota Veterinary Hospital, as authorized in Resolution 02-11. This amendment permits an outdoor exercise area located on the north side of the hospital/kennel building.
2. Conditions as identified in Resolution 02-11 shall remain in effect. Condition No. 4 shall be amended to read:

The owners must comply with the management plan for the facility, including the outdoor exercise area. Animal waste that occurs outside the facility shall be picked up and disposed of daily. The owners must comply with Section 601.030 (D) and 209.020 (B)(8) regarding noise and Section 601.030 (E) regarding waste. The exterior of the site shall be maintained in accordance with Section 211, Property Maintenance Standards.

3. The outdoor exercise area shall be enclosed with a 6-foot tall wooden privacy fence. This fence shall be constructed and maintained in accordance with Section 205.040 (C)(9).
4. Artificial turf is permitted for the outdoor exercise area provided it is maintained in accordance with the manufacturer's specifications and Section 211, Property Maintenance Standards.

5. Use of the outdoor exercise area shall be restricted to canines receiving care at the Veterinary Hospital or being boarded in the kennel facility.
6. Use of the outdoor exercise area shall be managed and operated in accordance with the information submitted as part of the conditional use permit application.
7. The fence and outdoor exercise area shall be removed upon the expiration of the conditional use permit and/or a change in use on this property.

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

And the following voted against the same:

Adopted this 2nd day of November, 2015

---

Sandra C. Martin, Mayor  
Shoreview City Council

ATTEST:

---

Terry Schwerm, City Manager

ACCEPTANCE OF CONDITIONS:

---

Jeff Jensen, Jensen Family Partnership, Minnesota Veterinary Hospital

SEAL

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 of Shoreview City Council held on the 2<sup>nd</sup> day of November, 2015 with the original thereof on file in my office and the same is a full, true and complete transcript there from insofar as the same relates to adopting Resolution 15-104.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 2nd day of November 2015.

---

Terry C. Schwerm  
City Manager

SEAL



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

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

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

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE SHOREVIEW CITY COUNCIL** that a Conditional Use Permit to operate an indoor kennel facility accessory to the veterinary clinic, subject to the following:

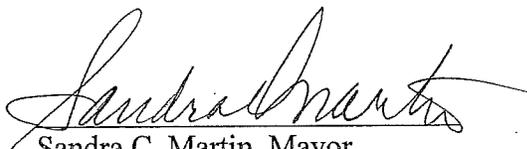
1. This conditional use permit allows an indoor kennel accessory to the veterinary hospital at 4545 Hodgson Road. Animals not receiving medical care on-site may be boarded overnight at this facility. The maximum number of kennels permitted is 30 and the maximum number of dog runs permitted is 10.
2. There shall be no exterior modifications to the building or site to accommodate this use. With the exception of animal exercise, all operations associated with the kennel shall occur within the building.
3. Signage for the indoor kennel shall comply with Section 208 of the Development Ordinance. A sign permit may be required prior to the installation of any additional signs on the property.
4. The owners must comply with the management plan for the facility. Animal waste that occurs outside of the facility shall be picked-up and disposed of daily. The owners must comply with Section 601.220 (D) and (E) regarding noise and waste. The exterior of the site shall be maintained in accordance with Section 211 regarding property maintenance.
5. The use as permitted under the terms of this permit shall be established and conducted in conformity to the terms of such permit and any designated conditions. The permit shall remain in effect for as long as the conditions agreed upon are observed, provided that nothing in this approval shall prevent the City Council from taking action or amending the Development Ordinance to change the status of said use.

6. The permit shall expire and be considered null and void one year after it has been issued if the use has not been established or no construction has taken place, except that, upon written application of the owner of the affected land prior to the end of one year, the City Council may extend the expiration date of such permit for an additional period.
7. The indoor kennel shall comply with the regulations of Section 205.044 (C)(3). Failure to comply with the regulations of this Section or terms of this permit may result in revocation of the permit. If the applicant is found not to be in compliance with the terms of this permit, a hearing shall be scheduled before the City Council for the purpose of determining whether to revoke the permit.
8. Any requested changes in use or conditions of the permit shall require the permit to be amended. A request to amend the permit shall be administered in a manner similar to that required for a new permit.
9. The applicant shall operate the facility in accordance with industry standards and obtain other permits and approvals from other governmental agencies as required.

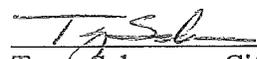
The motion was duly seconded by Member Wickstrom and upon a vote being taken thereon, the following voted in favor thereof: Quigley, Landwehr, Huffman, Wickstrom, Martin

And the following voted against the same: none

Adopted this 4th day of March, 2002

  
Sandra C. Martin, Mayor  
Shoreview City Council

ATTEST:

  
Terry Schwerm, City Manager

SEAL

## *Excerpt from the 2008 Comprehensive Plan*

### **10. Highways 96 and 49**

This PDA serves as one of the City's major commercial nodes and as the community's east gateway. It is divided into three sections: the northwest, southwest, and southeast corners of Highway 96 and 49. Road improvements in both the Highway 96 and Highway 49 corridors were intended to improve traffic flow, safety and access to these areas. Surrounding land uses include single-family residences, townhomes, condominiums, and open space. The property on the northeast corner of this intersection is located in the City of North Oaks and contains a commercial shopping center. Because of the area's complexity, each corner is discussed separately.

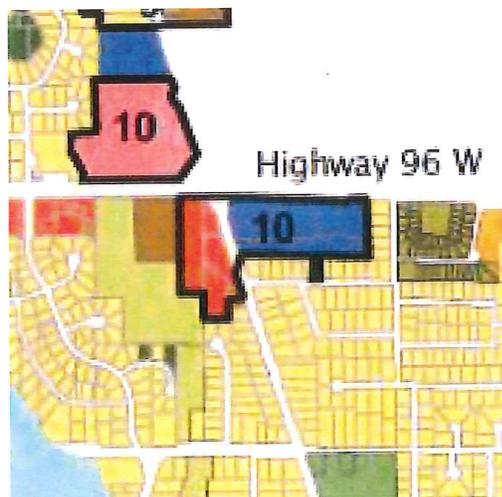
**Southwest.** Existing land uses in the area include a senior housing complex, a medical clinic, a veterinary office, retail/office development, vacant property and single-family residential. Access to the site is restricted off of Highway 96 and full access to these properties is gained from Bridge Court, which connects to Hodgson Road opposite Bridge Street. The future development of this area raises concerns regarding potential impacts on the neighborhood to the south.

#### **Policies**

**Southwest.** This PDA is designated for RM, Medium Density Residential, O, Office, and INST, Institutional uses. The existing retail/office building is designated Commercial (C). Any uses must comply with the following criteria:

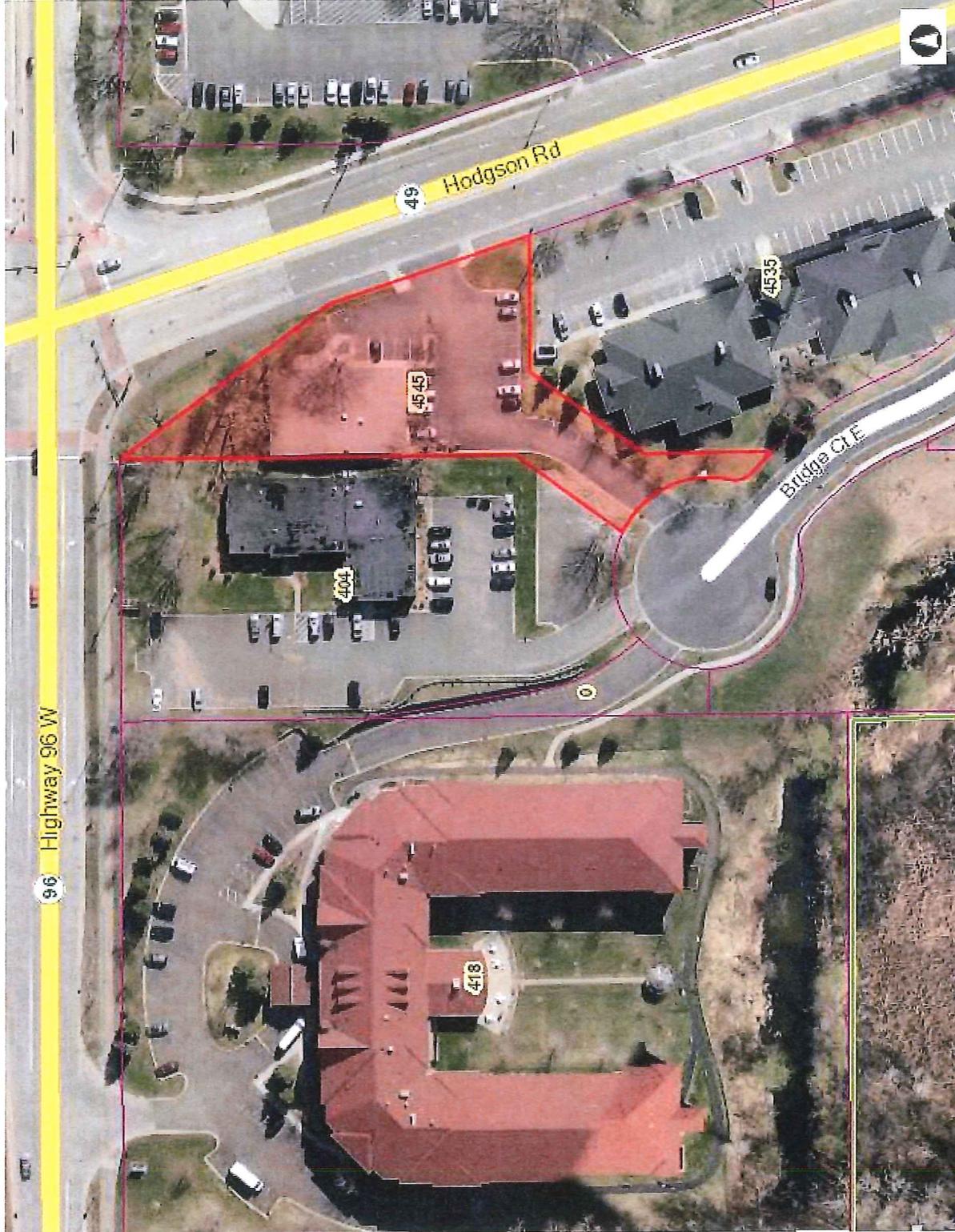
- A. Limit impacts upon single-family homes to the south by ensuring that the proposed use is compatible with those nearby single-family residences. Options include offices that are residential in scale and design, a small institution such as a church, or townhomes.
- B. Assess traffic impacts of the proposed use and the possible need for a traffic signal at the Bridge Court/Hodgson Road intersection.
- C. If feasible, provide pedestrian trail and sidewalk connections, especially to the Snail Lake open space to the south. Consider construction of a pedestrian underpass to provide safe access to commercial areas on the north side of Highway 96.

#### ***Planned Land Use Map***





# Minnesota Veterinary Hospital



200.0 0 100.00 200.0 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

## Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- County Borders
- Airports

## Notes

4545 Hodgson Road



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

---

**revised submission**

---

Jeff Jensen <Jeff@mnvet.com>  
To: Kathleen Castle <kcastle@shoreviewmn.gov>

Thu, Oct 22, 2015 at 9:51 AM

Kathleen,

Minnesota Veterinary Hospital is looking to expand the comfort level of our canine boarders by adding a secure, fenced play yard on the property of our clinic. This yard will allow for our canine boarders to have more opportunity for exercise and play and create a bond between our staff and the dogs staying with us.

Many of our canine friends already love their boarding experience with us but a secure, fenced play yard will allow us to give your pup a more 'home-like' experience. Play is an essential element to having a happy, healthy dog and here at Minnesota Veterinary Hospital, we are always striving to make your pets' experience with us a great one!

The purpose of the fence is to provide a safe environment for dogs that are in our care. The fence is essential in creating a secure area that we can provide play sessions for dogs, and allow them to be off leash to run. These off leash play sessions will 'NOT' be unsupervised, as our trained Animal Care Team will be with them throughout the outdoor time session (REQUIRED). Currently, we have been leash walking the dogs in our yard, down around the cul-de-sac and along the busy highways (49/96). The thru-traffic in our parking lot gets to be sometimes dangerous, especially at night. Our Animal Care Team has made a diligent effort to keep away from our parking area because of the traffic. As far as waste, our team carries sandwich bags, which are used for the 'pick up' technique and we have a nice pooper scooper to sweep up the messes left behind. In addition, we have a nice trash container (located on the west side of the building) with a lid that limits the smell, as it is emptied daily. The urine in the yard is usually not a problem, however if there are times when we will need to spray off our yard, but only during droughts. When the fenced area is approved we would like to finish the area off with K9 Grass, which is an "artificial grass designed specifically for dogs!" The company [www.foreverlawn.com](http://www.foreverlawn.com) has 4 major components which I think will improve the site.

1. Product Safety – Pet Safe AlphaSan antimicrobial agents are manufactured into the blades to protect against bacteria and other microbes. This antimicrobial additive is vital component to keeping the grass clean and safe, and helps to reduce odors
2. Drainable – Exclusive flow-through knitted backing provides immediate drainage, enabling liquid waste to be washed away by their patent pending flushing system (indoors) or to drain into their prepared base (outdoors).
3. Cleanable – Short dense blades make locating and removing solid waste easy. The no infill design allows for a variety of cleaning methods, products, and equipment to be used.
4. Durable – Specifically – designed grass blades are interwoven (knitted) with the backing, which provides an incredibly strong bond between blade and backing.

Bottom line is this will eliminate our current muddy yard and dirty paw clean up that we face today.

The capacity for our kennel is roughly up to 30 dogs. Hopefully we can get 15 dogs a day in our space daily, but that does not mean they are all outside together at one time. Our plan is to try to have 'play sessions' with up to 5 good dogs together for potentially 15 – 30minutes, in the am/pm. These 'play sessions' would always be supervised and managed by one of our Animal Care staff and all dogs in the group would be individually tested for compatibility within that play group.

Noise of the area – Currently the area is very noisy with the highway noise, but the dogs outside will be breath of fresh air! However, in the event the dogs are getting rowdy and start to bark, then our kennel staff will use positive reinforcement management techniques to regain their focus or use a doggy time out, in which they will be rested from play until they have calmed down. Either way, our trained staff will have control of all dogs in the play area at all times.

The setback issue... I do not think there will be an issue there; however would hope you would be able to provide me some clarification as to where the setback starts (10 feet from the curb on Hodgson)? Possibly walk the area with me before the meeting.

Please let me know if the above is good for my submission? I also have roughly 100 signatures with comments that are in favor of the proposed fence. Thank you for your time and efforts during this process!

Sorry to send you a revised copy....this is our final one. Thank you.

Kindest Regards,

Jeff Jensen – Hospital Administrator

Minnesota Veterinary Hospital

4545 Hodgson Rd.

Shoreview, MN 55126

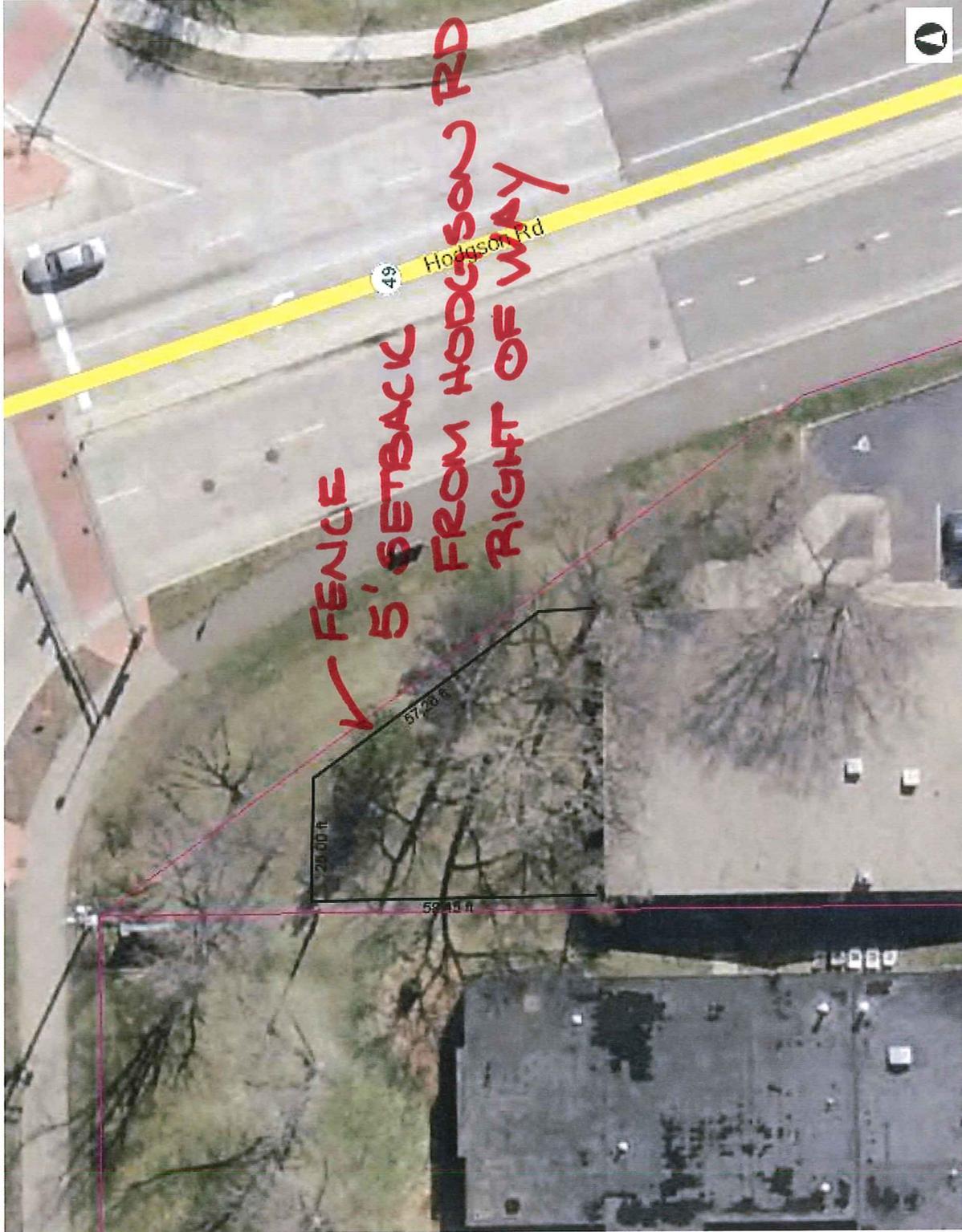
[651-484-3331](tel:651-484-3331)

Fax - [651-403-6359](tel:651-403-6359)

[jeff@mnvet.com](mailto:jeff@mnvet.com)

[www.mnvet.com](http://www.mnvet.com)

# Fence Location - Approximate



## Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- County Borders
- Airports

## Notes

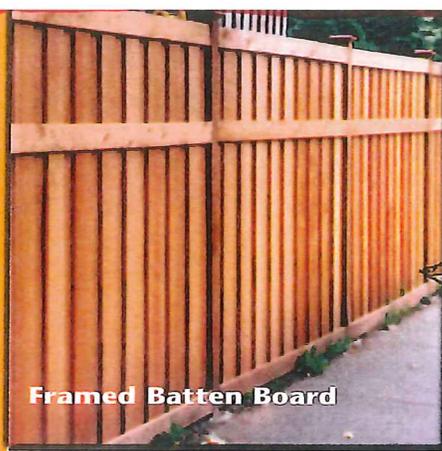
Enter Map Description

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

60.0 30.00 0 60.0 Feet

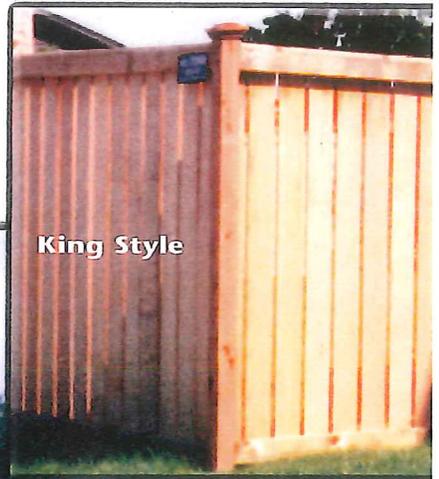
# WOOD PRIVACY

PROPOSED FENCE



Framed Batten Board

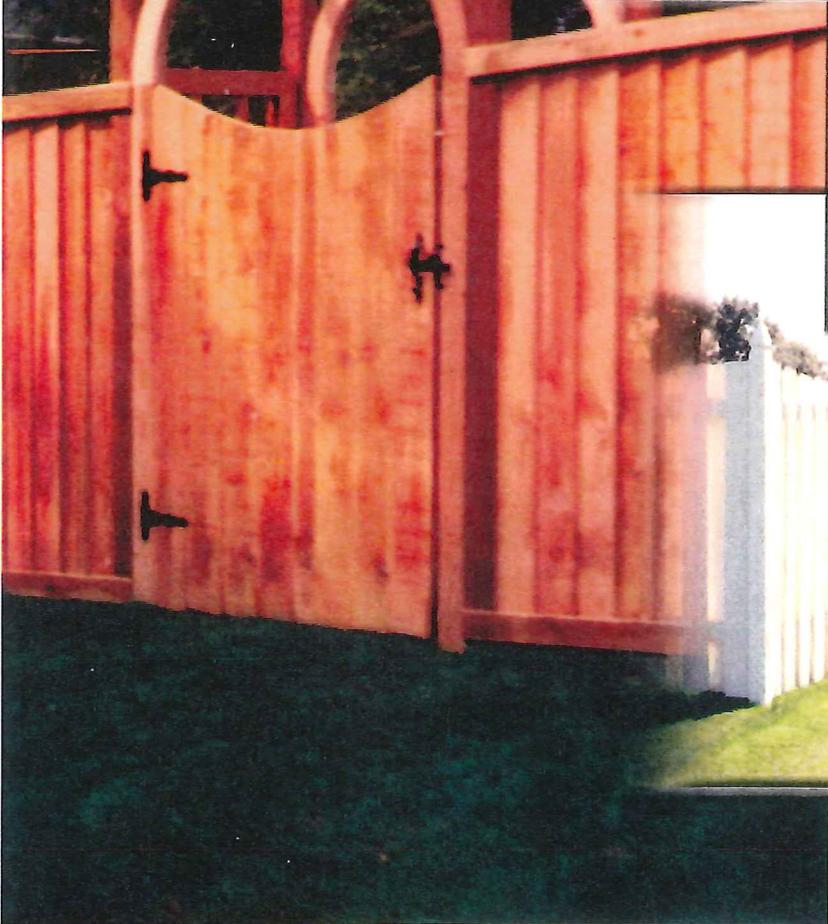
33-50  
PT  
Plastic



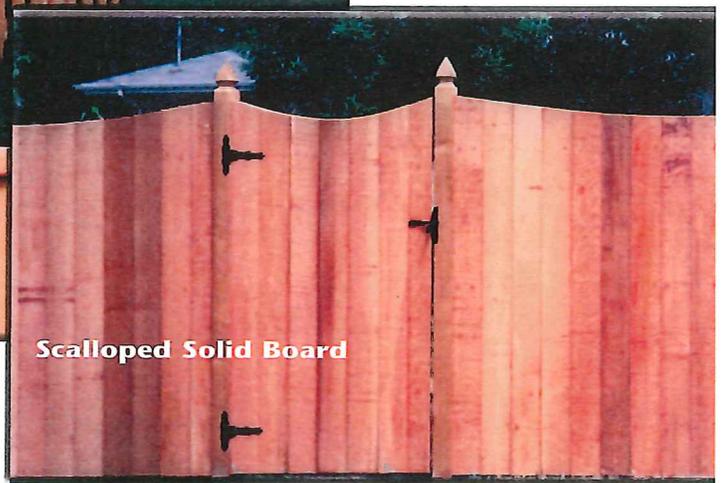
King Style



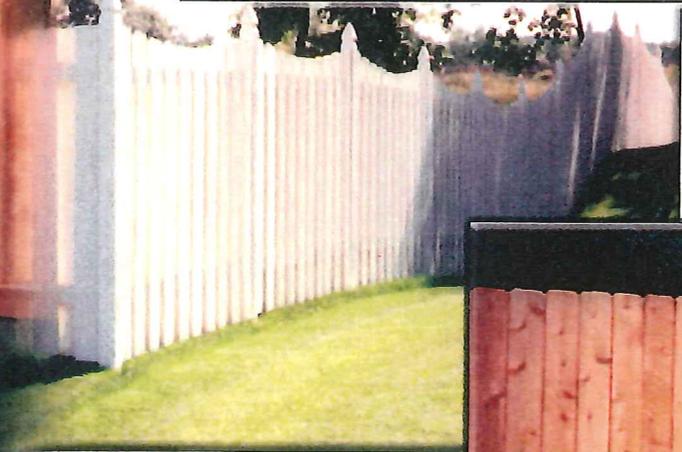
Alternating Board



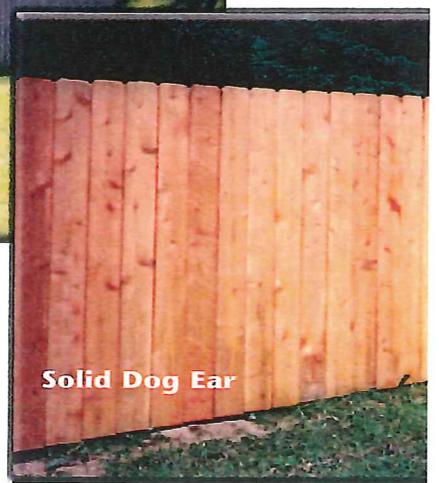
Solid Louvered



Scalloped Solid Board



Scalloped Alternating Board



Solid Dog Ear



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

---

**Fence - 4545 Hodgson Road**

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Tom Wesolowski &lt;twesolowski@shoreviewmn.gov&gt;

Wed, Oct 21, 2015 at 11:48 AM

To: Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

Cc: Tom Simonson &lt;tsimonson@shoreviewmn.gov&gt;, "SCHWERM, TERRY" &lt;tschwerm@shoreviewmn.gov&gt;, "WARWICK, ROBERT" &lt;rwarwick@shoreviewmn.gov&gt;, "MALONEY, MARK" &lt;mmaloney@shoreviewmn.gov&gt;, Nicole Hill &lt;NHill@shoreviewmn.gov&gt;, Joe &lt;jkelly@kellyandlemons.com&gt;

Kathleen,

I do not have any comments.

Thank you, Tom W.

**Tom Wesolowski, P.E. | City Engineer**

City of Shoreview

4600 Victoria St. N.

Shoreview, MN 55126

[twesolowski@shoreviewmn.gov](mailto:twesolowski@shoreviewmn.gov)

Direct Tel: 651-490-4652

Fax: 651-490-4696

[Quoted text hidden]



Kathleen Castle <kcastle@shoreviewmn.gov>

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## 4545 Hodgson Road - Fence

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Lux, Joseph <Joseph.Lux@co.ramsey.mn.us>  
To: Kathleen Castle <kcastle@shoreviewmn.gov>

Wed, Oct 21, 2015 at 9:59 AM

No objections here. We appreciate that they plan to square it off, which will preserve visibility on the adjacent roads.

Joe Lux

Joseph Lux

Senior Planner

Ramsey County Public Works

1425 Paul Kirkwold Drive

Arden Hills, MN 55112-3933

651-266-7114



**From:** Kathleen Castle [mailto:kcastle@shoreviewmn.gov]

**Sent:** Wednesday, October 21, 2015 9:50 AM

**To:** Lux, Joseph <Joseph.Lux@CO.RAMSEY.MN.US>

**Subject:** 4545 Hodgson Road - Fence

[Quoted text hidden]



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

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**Comments re: Conditional Use Permit / MM Veterinary Hospital**

1 message

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**Nancy Ketchel** <NKetchel@avinityseniorliving.org>

Thu, Oct 22, 2015 at 3:28 PM

To: "kcastle@shoreviewmn.gov" &lt;kcastle@shoreviewmn.gov&gt;

Hello Kathleen,

Management and employees at Scandia Shores have reviewed the Public Notice we received from your office regarding Minnesota Veterinary Hospital's application for a Conditional Use Permit and Site and Building Plan. We have no objection to the addition of the fence on the north side of their property to create an enclosed outdoor animal exercise area. Hopefully, this addition will enhance the comfort and safety of the animals cared for by the Minnesota Veterinary Hospital.

Sincerely,

**Nancy Ketchel**  
Housing Administrator  
nketchel@avinityseniorliving.org

Scandia Shores

418 West Highway 96 | Shoreview, MN 55126

[www.AvinitySeniorLiving.org](http://www.AvinitySeniorLiving.org)

office: 651-415-9793

fax: 651-483-6002

Blog



Please consider the environment before printing this email.

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**MOTION TO APPROVE THE MINOR SUBDIVISION  
175 SHERWOOD ROAD**

**MOVED BY COUNCIL MEMBER \_\_\_\_\_**

**SECONDED BY COUNCIL MEMBER \_\_\_\_\_**

To approve the Minor Subdivision application, including the Development Agreements, for Gerald and Linda Walsh, 175 Sherwood Road, subject to the following:

1. The minor subdivision shall be in accordance with the plans submitted. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
2. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
3. Municipal water and sanitary sewer service shall be provided to the resulting Tract B.
4. Items identified by the City Engineer in his memo shall be addressed as specified.
5. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
6. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
7. While Tract B contains sufficient land area for single-family residential use, a front yard structure setback variance will be needed since the required setback for this parcel is determined by a setback average which utilizes the structure setback of the home on Tract A. Approval of the subdivision does not bind the City or guarantee approval of a future variance.
8. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the policies of the Comprehensive Plan, including the Land Use.
2. The proposed subdivision supports the policies of the Comprehensive Plan by providing additional housing opportunity in the City.
3. The Planning Commission adopted Resolution 15-97 upon the finding that practical difficulty is present for the requested lot area and width variances.
4. Development will not have a negative impact on Poplar Lake due to the distance from the lake and proximity to the open space. Municipal sanitary sewer and water is required for a new home on Tract B

**ROLL CALL:**    **AYES** \_\_\_\_\_    **NAYS** \_\_\_\_\_

Johnson	_____	_____
Quigley	_____	_____
Springhorn	_____	_____
Wickstrom	_____	_____
Martin	_____	_____

Regular City Council Meeting – November 2, 2015

**TO:** Mayor, City Council, City Manager

**FROM:** Kathleen Castle – City Planner

**DATE:** October 30, 2015

**SUBJECT:** File No. 2594-15-37, Minor Subdivision/Variance – Walsh, 175 Sherwood Road

### **INTRODUCTION**

Gerald and Linda Walsh submitted a minor subdivision application to divide their property at 175 Sherwood Road into two parcels creating one new parcel for single-family residential development. The existing house, attached garage and accessory structures will remain on the north lot (Tract A), and a new lot (Tract B) created on the south for future construction of a new house.

The proposed parcels required variances from the minimum lot area and lot width standards for properties in the Shoreland Management District. These variances were approved by the Planning Commission at their October 27<sup>th</sup> meeting.

The application was complete September 30, 2015.

### **SITE CHARACTERISTICS**

The property is located on Sherwood Road and is adjacent to the Ramsey County Poplar Lake Park. This 430 acre park is undeveloped and consists of open space, wetland areas and Poplar Lake. The shoreline of Poplar Lake is undeveloped with only a few non-riparian parcels located in Shoreview and White Bear Township.

The property has a lot area of 1.74 acres, a width of 149.99 feet and a depth of 537.68 feet. The property is developed with a single-family home that has an attached garage, two detached accessory structures and driveway. The house is setback 388.82 feet from Sherwood Road.

### **MINOR SUBDIVISION**

#### **COMPREHENSIVE PLAN**

The property is guided for Low Density Residential (0 to 4 units per acre) as are the adjoining properties to the east and south which are developed for single-family residential use. Also, to the south is a City Park (Ponds Park) that is guided for park use. To the north and west, lies Poplar Lake County Park which is guided as Recreational Open Space.

#### **DEVELOPMENT ORDINANCE REQUIREMENTS**

Minor subdivisions require review by the Planning Commission and approval by the City Council, and are reviewed in accordance with subdivision and zoning district standards in the Development Regulations.

The City's subdivision standards (Sec. 204) require all lots to have frontage on a public right-of-way. Municipal sanitary sewer and water service must be provided to the new lots. The standards also require 5-foot public drainage and utility easements along side property lines, and 10-feet along front and rear lines. Public drainage easements are also required over watercourses, drainages or floodways, as necessary.

The property is located in the R1, Detached Residential as are the adjoining properties to the east and south. In the R1 district, minimum lot standards (Sec. 205.082 (D)(1)) require a lot area of 10,000 square feet, a width of 75 feet and a depth of 125 feet.

Since the property is located within 1,000 feet of Poplar Lake, it is also located in a Shoreland Management District. Non-riparian parcels near lakes classified as Natural Environment are required to a 40,000 square foot minimum lot area and a 125-foot minimum lot width (Sec. 209.080 (D)).

Principal structure setbacks are required to be a minimum of 25 feet from a front property line, 10-feet from a side lot line and 30-feet from a rear property line (Sec. 205.082 (D)(2)). If the parcel is a key lot, then a 40-foot rear yard setback is required (Sec. 205.080 (D)(1)(f)). Attached accessory structures must be setback a minimum of 5-feet from a side property line. If the adjacent home has a front yard setback that exceeds 40-feet, then the minimum front yard setback required for a new home on the vacant property is calculated using the existing setback, plus or minus 10-feet (Sec. 205.080 (D)(1)(g)(i)).

**STAFF REVIEW**

**Density**

The proposed density is slightly more than 1 unit per acre and is consistent with the RL, Low Density Residential Land Use designation.

**Minimum Lot Requirements**

As shown below, the proposed parcels meet the depth requirements, however, both parcels are substandard to the required lot width and the area of Tract B is less than the minimum required. The lots are also key lots since Tract B's rear lot line abuts the side lot line of Tract A.

	<b>Requirements</b>	<b>Tract A (north)</b>	<b>Tract B (south)</b>
<b>Area (Shoreland District)</b>	40,000 sf	47,119 sf	28,585 sf*
<b>Width (Shoreland District)</b>	125 feet	34.99 feet*	115 feet*
<b>Depth (R1 District)</b>	125 feet	537.68 feet	
<b>Key Lot</b>	140 feet		248.57 feet

\* Variances Required

### **Municipal Utilities**

Municipal sanitary sewer and water are available in Sherwood Road. The future home on Tract B will be required to connect to these utilities.

### **Minimum Structure Setbacks**

The existing residence on Tract A is setback more than 40-feet from the front lot line, therefore, the minimum structure setback from the front lot line for a new home on for Tract B is determined by averaging the setback of the home on Tract A with the minimum 25-foot structure setback permitted in the R1 District (as applied to the vacant park land), then adding and subtracting 10-feet to define a permitted setback range. The setback range for the future house on Tract B from the Sherwood Road right-of-way is 196.91 feet to 216.91 feet. With a lot depth of 248.57 feet and a required 40-foot rear yard setback, there is no buildable area causing the need for a future front yard setback variance.

An application for this variance has not been submitted since the applicants are planning to sell this parcel. Practical difficulty may be present due to size of the property, adjacency to the County parkland and development pattern of nearby homes on Sherwood Road.

### **Vegetation and Woodlands**

The majority of the property is open lawn area with trees and other vegetation located in the northern portion of the property on Tract A. It appears that no landmark trees will need to be removed for the development of Tract B. Tree removal, replacement and protection will be addressed in the Development Agreement.

## **COMMENTS**

### ***PUBLIC WORKS COMMENT***

The future home on Tract B is required to connect to municipal sanitary sewer and water.

Drainage and utility easements must be provided as required by the City Engineer and conveyed prior to the recording of the subdivision. These include the standard 5-foot easements along the side property lines, 10 foot easement the front and rear property lines, unless otherwise required.

A permit from Ramsey County will be required for any work completed in the Sherwood Road right-of-way.

### ***PUBLIC COMMENT***

Property owners within 350 feet were notified of the request. Two comments have been submitted in support as of the date of this report. Another comment received expressed concerns regarding the drainage, specifically from Tract A, the legal descriptions and future development potential. No improvements are proposed on Tract A at this time, therefore, there will be no change in the drainage patterns or stormwater run-off from this property. Comments regarding the legal description have been forwarded to the applicant and their surveyor. Staff will continue to work with them to resolve any discrepancies prior to release of the deed for recording.

The future development pattern for this area was reviewed in 1996 when the property immediately to the east was developed. At that time, it was determined that further subdivision of property in this area was unlikely since cooperation from a number of property owners would be needed. A public road easement was not required and the eastern property owner (155 Sherwood Road) did receive approval to divide the front portion of their property off, similar to the Walsh's proposal, utilizing a private access easement.

Joe Lux, Ramsey County Public Works, also stated that the County has no concerns regarding the proposed subdivision.

### **PLANNING COMMISSION REVIEW**

The Planning Commission considered the variance and minor subdivision requests at their October 27<sup>th</sup> meeting. The Commission adopted Resolution 15-97 approving the variances. Variances were needed from the minimum lot standards of the Shoreland Management District.

The property is in the Shoreland Management District for Poplar Lake which is designated as a Natural Environment Lake by the Minnesota Department of Natural Resources. The Shoreland District extends 1,000 feet from the shoreline of Poplar Lake and encompasses the majority of this property. The minimum lot requirements for parcels in this district are more stringent than the underlying R1, Detached Residential District. The subdivision proposal required the following variances:

- 1) To reduce the minimum 40,000 square foot lot area required to 28,749.6 square feet for Tract B.
- 2) To reduce the minimum 125 foot lot width required to 115 feet for Tract B and 34.99 feet for Tract A.

The Commission determined that the requested variances meet the spirit and intent of the development regulations by creating parcels of sufficient size to support residential uses. This property is unique since it is located near Poplar Lake, a natural environment lake surrounded by Ramsey County parkland.

The Commission approved the variances and recommended the City Council approve the minor subdivision with a 7 to 0 vote.

### **STAFF RECOMMENDATION**

The minor subdivision applications have been reviewed in accordance with the standards of the Development Regulations. The proposed use of the property is consistent with the residential land use designation and supports Comprehensive plan policies related to housing and land use. Staff is recommending the City Council approve the minor subdivision request, including the required Subdivision and Development Agreements, subject to the following:

## Minor Subdivision

1. The minor subdivision shall be in accordance with the plans submitted. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
2. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
3. Municipal water and sanitary sewer service shall be provided to the resulting Tract B.
4. Items identified by the City Engineer in his memo shall be addressed as specified.
5. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
6. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
7. While Tract B appears to contain sufficient land area for single-family residential use, a front yard structure setback variance will be needed since the required setback for this parcel is determined by a setback average which utilizes the structure setback of the home on Tract A. Approval of the subdivision does not bind the City or guarantee approval of a future variance.
8. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

### Attachments

- 1) Subdivision Agreement
- 2) Development Agreement for Construction
- 3) Resolution 15-97
- 4) 10-21-15 Memo – Tom Wesolowski - City Engineer
- 5) Aerial Location Maps
- 6) Submitted Statement and Plans
- 7) Response to Request for Comment
- 8) Motion

T:\2015 Planning Cases files\2594-15-37 175 Sherwood Rd-Walsh\ccreport

**SUBDIVISION AGREEMENT  
175 SHERWOOD ROAD  
GERALD AND LINDA WALSH**

- 1.0 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, Gerald and Linda Walsh, their successors and assigns (hereinafter the "Developer").
- 2.0 On November 2, 2015 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the "subject property")

SEE EXHIBIT A

- 3.0 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 the Developer's request for final approval.
  - C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
  - D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.
- 4.0 The approval of the City's council was subject to the terms and conditions contained herein, and the following conditions as approved by the City Council on November 2, 2015:
- A. The minor subdivision shall be in accordance with the plans submitted. The applicant shall pay a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City will endorse deeds for recording. The fee will be 4% of the fair market value of the property, with credit given for the existing residence.
  - B. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
  - C. Municipal water and sanitary sewer service shall be provided to the resulting Tract B.
  - D. Items identified by the City Engineer in his memo shall be addressed as specified.

- E. The applicants shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording.
- F. Tree removal requires replacement trees per City Code. City requirements for the tree removal and protection plan shall be detailed in the Development Agreement.
- G. While Tract B contains sufficient land area for single-family residential use, a front yard structure setback variance will be needed since the required setback for this parcel is determined by a setback average which utilizes the structure setback of the home on Tract A. Approval of the subdivision does not bind the City or guarantee approval of a future variance.
- H. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

5.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree as follows:

- A. Conditions Precedent. Prior to the City's endorsement of the Deed of Conveyance which will effectuate the subdivision of the Subject Property into Parcel A and B, the Developer shall:
  - 1. Pay Public 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 of Parcel B. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or endorsement of the plat by the City. The Cash Equivalency Payment required on a residential use depends upon the density of dwelling units per acre on the proposed development or subdivision. **The Cash Equivalency Payment shall equal 4% of the fair market value, utilizing the Ramsey County Assessors Land Value for 2015.** Credit will be given for the existing dwelling. The calculated fee for the subdivision is **\$2,694.46**
  - 2. Public Easements. Drainage and Utility easements shall be dedicated to the City as required by the Public Works Director and the Municipal Code as identified in the City Engineer's memo dated October 29, 2015.
  - 3. Private Easement. A utility easement shall be granted to Tract A to encumber the private sanitary sewer and water lines that serve that parcel. The location of the existing services should be verified to make sure the location of the described easement encumbers the sewer and water lines.
  - 4. Maintenance of Private Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be

solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

6.0 Default. The occurrence of any of the following after written notice from the City shall be considered an "Event of Default" in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.

- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
- B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

7.0 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:

- A. The 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.
- B. 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.
- C. 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.
- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. 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 attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

8.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this **2nd Day of November, 2015**

**DEVELOPER**

**CITY OF SHOREVIEW**

\_\_\_\_\_  
Gerald Walsh

\_\_\_\_\_  
Sandra C. Martin, Mayor

\_\_\_\_\_  
Linda Walsh

\_\_\_\_\_  
Terry Schwerm, City Manager

T:\2015 Planning Cases files\2594-15-37 175 Sherwood Rd-Walsh\SubdivisionAgreement

# EXHIBIT A

## LEGAL DESCRIPTION

### EXISTING LEGAL DESCRIPTION PER DOC. #1945539

That part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 1, T. 30, R. 23, described as follows: Commencing at the SE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Sec. 1; thence running West along the South line of said NE $\frac{1}{4}$  a distance of 280 feet to the point of beginning; thence running North and parallel with the East line of said Sec. a distance of 538 feet; thence running West and parallel to the South line of said NE $\frac{1}{4}$  of Sec. 1 a distance of 150 feet; thence running South and parallel with the East line of said Sec. a distance of 538 feet, more or less, to a point on the South line of said NE $\frac{1}{4}$  of said Sec. 1 distant 150 feet West of the point of beginning; thence running East along the said South line of said NE $\frac{1}{4}$  of said Sec. 1 a distance of 150 feet to the point of beginning.

### LEGAL DESCRIPTION TRACT A

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road and to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter, a distance of 504.68 feet; thence South 89 degrees 01 minutes 38 seconds West, parallel to said south line of the Northeast Quarter, a distance of 150.01 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 256.10 feet; thence North 89 degrees 01 minutes 38 seconds East, parallel with said south line of the Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel with said east line of the Northeast Quarter a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 34.89 feet to the point of beginning.

Together with a 10.00 foot wide utility easement over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 5.00 feet left and 5.00 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 135.00 feet to the point of beginning of the easement to be described; thence North 02 degrees 33 minutes 27 seconds West a distance of 229.41 feet; thence North 11 degrees 05 minutes 13 seconds East, a distance of 19.67 feet, more or less to the southerly line of the first described property

### LEGAL DESCRIPTION TRACT B

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 34.99 feet to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet; thence South 89 degrees 01 minutes 38 seconds West, parallel to the south line of said Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 115.00 feet to the point of beginning.

Together with a 33.00 foot wide easement for ingress and egress over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 16.50 feet left and 16.50 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road 18.49 feet to the point of beginning of the easement to be described; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter a distance of 248.57 feet and said line there terminating

### SURVEYOR'S CERTIFICATION

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

Signature:  Printed Name: Jacob M. Bockowski

Date: 9-30-15 Lic. No. 51693

**DEVELOPMENT AGREEMENT  
FOR CONSTRUCTION**

**TRACT B - SUBDIVIDED FROM 175 SHERWOOD ROAD**

1.0 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 \_\_\_\_\_, its successors and assigns (hereinafter the "Developer").

2.0 On November 2, 2015 the City Council approved a subdivision of 175 Sherwood Road to subdivide certain property located within the City creating the following described parcel (hereinafter the "Subject Property"):

**SEE EXHIBIT A**

3.0 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 the Developer's request for final approval.
- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels:
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the Subject Property.

4.0 Terms and Conditions. In compliance with the requirements of the City's Development Regulations; in compliance with the City Council's conditions of approval; and in consideration of the undertakings herein expressed, the City and Developer agree to develop Parcel A as follows:

- A. Conditions Precedent. Prior to the City's issuance of a building permit on Tract B, the Developer shall:
  - 1. Grading, Drainage and Erosion Control Plan. The Developer shall prepare a grading, drainage erosion control plan for any site work that disturbs soil on the Subject Property, including, but not limited to, utility work, construction of a new house or installation of a new driveway. No site grading shall occur prior the Developer obtaining a Grading or Building Permit approved and issued by the

City and prior to the installation of approved erosion control measures. The natural drainage pattern shall be retained.

To ensure erosion control during the development of the Subject Property, the Developer is required to execute the Erosion Control Agreement (Exhibit B) and submit a financial surety deposit, in a form approved by the Public Works Director. Said deposit shall be submitted prior to, or concurrently with, the issuance of a building permit.

2. Installation and Maintenance of Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.
3. Tree Preservation. Trees shall be preserved as possible, including those in the right of way. Protective tree fencing shall be installed in accordance with the City's Vegetation and Woodlands Ordinance. A wood chip berm, a minimum of 2 feet wide and 18 inches deep, shall be installed inside of the tree protection fence. The tree protection fence and wood chip berm shall be maintained during the period of site work. Minor revisions to the plan may be permitted with approval by the City Planner.
4. Tree Replacement. The Developer, his assigns, or successors in interest, shall submit a tree removal and replacement plan with any building permit application for the Subject Property. The plan shall show the location of Landmark Trees, as defined in the Municipal Code, within **30 feet of the limits** of construction and the construction access drive and identify any Landmark Trees that will be removed. The plan shall show the proposed replacement trees and their locations. Replacement trees are required at a ratio of one (1) replacement tree for each Landmark Tree removed. A surety will be required for the replacement trees prior to the issuance of a building permit.
5. Certificate of Occupancy. A Certificate of Occupancy will not be issued until final grades are completed, permanent vegetation (80% of vegetative growth) is established, replacement trees are planted as required and a driveway with an approved surface installed. If the Developer requests a Certificate of Occupancy between the dates of November 1 – May 15 (weather permitting) a financial surety (cash) of **\$7,500** shall be submitted to the City ensuring completion of these improvements by June 1st, unless otherwise approved by the City Engineer.
6. Construction Management. The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

Development Agreement – TRACT B – 175 SHERWOOD ROAD

- A. 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.
  - B. 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 is permitted on Sherwood Road. Further, the Developer agrees to comply with the adopted parking restrictions as identified in Section 901.030, Parking Regulations of the Municipal Code.
  - C. Obstruction of Right-of-Way. Developer agrees that it shall be unlawful to obstruct or store fill, excavated material and construction materials in the Sherwood Road easement area or public right-of way. Delivery vehicles may utilize the roadway while rendering a service provided the Developer is present and supervising the delivery in a manner that does not hinder passage, jeopardize public safety and public use of the roadway.
  - D. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on any weekend or holiday.
  - E. Site Maintenance. The Developer shall ensure that 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.
7. Sanitary Sewer and Water Assessment and Fees. A Sanitary Sewer Assessment in the amount of **\$4,500.00** and Water Assessment in the amount of **\$1,968.00** and a source and supply fee of **\$775.00** shall be paid prior to the issuance of a building permit. The total of these assessments and fees is **\$7,243.00**. Water and sewer service stubs shall be installed to serve the Subject Property. Connection fees will be applied with the building permit fees.
8. Sewer Availability Charge (SAC). The new dwelling on the Subject Property will be subject to the SAC charge of the Metropolitan Council.
- 5.0 Structure Setbacks. Development of a new home on this property will require a variance from the City's Development Code requirements for structure setbacks from a front property line.
- 6.0 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 comply with the City standards and shall include

Development Agreement – TRACT B – 175 SHERWOOD ROAD

details of the final site grading and all improvements. The Developer shall deposit a cash escrow in the amount of **\$1,000.00** as surety for the as-built survey prior to the issuance of a building permit for the project.

- 7.0 Other Agency Approvals. It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction, including any approvals necessary from the Rice Creek Watershed District.
- 8.0 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.
- 9.0 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 Subject 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.
- 10.0 Financial Surety Escrows. The Developer is required to submit financial surety escrows as identified in this agreement. The developer agrees to reimburse the City at a rate of \$55.00 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 this agreement. **THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON TRACT B PRIOR TO RECEIPT OF THESE SURETY DEPOSITS.**
- A. The Developer shall not receive interest on the amount of the surety.
  - B. The Developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Agreement, for Grading, Drainage and Erosion Control and to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, as determined by the Engineering Department. The surety may also be utilized for clean-up or restoration of areas off of the construction site that are directly or indirectly impacted by conditions on the site.
  - C. 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 24 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.

Development Agreement – TRACT B – 175 SHERWOOD ROAD

- D. 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.
  - E. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
  - F. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.
  - G. Any violation of the terms of the Development Agreement could result in the issuance of a citation.
- 11.0 Default. The occurrence of any of the following after written notice from the City shall be considered an “Event of Default” in the terms and conditions contained in this Agreement. Said default shall be cured within a reasonable time period as specified by the City.
- A. The failure of the Developer to comply with any of the terms and conditions contained in this Agreement;
  - B. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the Subject Property.
- 12.0 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:
- A. The 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.
  - B. 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.
  - C. 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.
  - D. Exercise any other remedies, which may be available to it, including an action for damages.

Development Agreement – TRACT B – 175 SHERWOOD ROAD

- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. 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 attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

11.0 **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_.

**DEVELOPER**

**CITY OF SHOREVIEW**

\_\_\_\_\_

\_\_\_\_\_  
Sandra C. Martin, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Terry Schwerm, City Manager

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 34.99 feet to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet; thence South 89 degrees 01 minutes 38 seconds West, parallel to the south line of said Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 115.00 feet to the point of beginning.

Together with a 33.00 foot wide easement for ingress and egress over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 16.50 feet left and 16.50 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road 18.49 feet to the point of beginning of the easement to be described; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter a distance of 248.57 feet and said line there terminating.

**EXHIBIT 'B'**

**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 \_\_\_\_\_ 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 cash surety to the City of Shoreview in the amount of **\$2,000.00**. 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 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 \$55.00 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.

Development Agreement – TRACT B – 175 SHERWOOD ROAD

**IN WITNESS WHEREOF**, the City and the Developer have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**DEVELOPER**

**CITY OF SHOREVIEW**

\_\_\_\_\_

\_\_\_\_\_  
Sandra C. Martin, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Terry Schwerm, City Manager

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**EXTRACT OF MINUTES OF MEETING OF THE  
PLANNING COMMISSION OF SHOREVIEW, MINNESOTA  
HELD OCTOBER 27, 2015**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the Planning Commission of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City at 7:00 P.M.

The following members were present: Chair Solomonson, Commissioners Doan, Ferrington, McCool, Peterson, Schumer, Thompson

And the following members were absent: None

Member Schumer introduced the following resolution and moved its adoption.

**RESOLUTION NO. 15-97  
A VARIANCE WAIVING THE MINIMUM LOT AREA AND LOT WIDTH  
STANDARDS – SHORELAND MANAGEMENT DISTRICT – POPLAR LAKE**

WHEREAS, Gerald and Linda Walsh, submitted a variance application for the following described property:

See Exhibit A

*(This property is known as 175 Sherwood Road)*

WHEREAS, pursuant to the Development Code Section 209.080, Shoreland Management, Development Regulations require newly created non-riparian parcels within the Poplar Lake Shoreland District to have a minimum lot area of 40,000 square feet and a minimum lot width of 125 feet; and

WHEREAS, the applicants have requested the following variances to this requirement in order to subdivide their property and create a new parcel for single-family residential development;

- 1) To reduce the minimum 40,000 square foot lot area required to 28,749.6 square feet for Tract B.
- 2) To reduce the minimum 125 foot lot width required to 115 feet for Tract B and 34.99 feet for Tract A.

WHEREAS, the Shoreview Planning Commission is authorized by state law and the City of Shoreview Development Regulations to make final decisions on variance requests; and

WHEREAS, on October 27, 2015, the Shoreview Planning Commission made the following findings of fact:

1. *Reasonable Manner.* The property owner proposes to use the property in a reasonable manner not permitted by the Shoreview Development Regulations. The applicant is proposing to use the property in a reasonable manner by creating a parcel for single-family residential use which is permitted in accordance with the R1, Detached Residential District. Tract B exceeds the minimum lot area and width required for a standard residential property. Single-family residential uses are also permitted in the Shoreland Management District.
2. *Unique Circumstances.* The plight of the property owner is due to circumstances unique to the property not created by the property owner. Unique circumstances present include the proximity of the property to Poplar Lake which is classified as a Natural Environment Lake by the Department of Natural Resources. This lake classification generally includes lakes that are less than 150 acres in size, have shallow shorelines and depths. Larger lots are required to minimize the development impacts.

Poplar Lake is surrounded by land owned by Ramsey County and does not have any developed riparian property in Shoreview. In addition, there are only a few non-riparian properties along Sherwood Road that fall in the Poplar Lake Shoreland District. Municipal sanitary sewer and water is available and any future home will be required to connect to these services. Development on a parcel that is smaller than the Shoreland standard will not negatively impact the lake resource. These are unique circumstances related to the property and not created by the property owner.

3. *Character of Neighborhood.* The variance, if granted, will not alter the essential character of the neighborhood. The proposed subdivision meets the spirit and intent of the ordinance and will not alter the character of the neighborhood. The proposed subdivision replicates the development pattern found immediately to the east. Lot sizes of other residential parcels north of Sherwood Road in the City of Shoreview range from .76 acres to 1.46 acres with some properties encumbered by wetland area. While the proposed Tract B has a smaller lot area, the parcel does not contain any wetland area and has adequate upland area for a future home.

And WHEREAS, on October 27, 2015, the Shoreview Planning Commission determined that practical difficulty is present and support the variances to waive the minimum lot area requirement for Tract B and minimum lot width requirements for Tracts A and B; and

NOW, THEREFORE, BE IT RESOLVED BY THE SHOREVIEW PLANNING COMMISSION, that the variance request for property described above, is approved, subject to the following conditions:

1. This approval is subject to approval of the Minor Subdivision application by the City Council.
2. This approval will expire after one year if the subdivision has not been recorded with Ramsey County.

3. The approval is subject to a 5-day appeal period.

The motion was duly seconded by Member Thompson and upon a vote being taken thereon, the following voted in favor thereof: Chair Solomonson, Commissioners Doan, Ferrington, McCool, Peterson, Schumer, Thompson

And the following voted against the same: None

Adopted this 27th day of October, 2015

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Steve Solomonson, Chair  
Shoreview Planning Commission

ATTEST:

---

Kathleen Castle  
City Planner

ACCEPTANCE OF CONDITIONS:

---

Gerald Walsh

---

Linda Walsh



## EXHIBIT A

### Tract A

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road and to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter a distance of 504.68 feet; thence South 89 degrees 01 minutes 38 seconds West, parallel to said south line of the Northeast Quarter, a distance of 150.01 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 256.10 feet; thence North 89 degrees 01 minutes 38 seconds East, parallel with said south line of the Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel with said east line of the Northeast Quarter a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 34.99 feet to the point of beginning.

Together with a 10.00 foot wide utility easement over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 5.00 feet left and 5.00 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 135.00 feet to the point of beginning of the easement to be described; thence North 02 degrees 33 minutes 27 seconds West a distance of 229.41 feet; thence North 11 degrees 05 minutes 13 seconds East, a distance of 19.67 feet, more or less to the southerly line of the first described property.

And

### Tract B

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01

feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 34.99 feet to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet; thence South 89 degrees 01 minutes 38 seconds West, parallel to the south line of said Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 115.00 feet to the point of beginning.

Together with a 33.00 foot wide easement for ingress and egress over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 16.50 feet left and 16.50 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road 18.49 feet to the point of beginning of the easement to be described; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter a distance of 248.57 feet and said line there terminating.

## MEMORANDUM

To: Kathleen Castle, City Planner  
From: Tom Wesolowski, City Engineer  
Date: October 29, 2015  
Subject: Proposed Lot Split – 175 Sherwood Road

The public works department has reviewed the proposed lot split for the above property and has the following comments.

1. Sherwood Road is under the jurisdiction of Ramsey County. Any work that is completed within the road right-of-way requires a permit from the County.
2. City sanitary sewer is located on the north side of the road and any new structure constructed on the propose lot would be required to connect to the City system.
3. City water main is located on the south side of the road and any new structure constructed on the proposed lot would be required to connect to the City system.
4. The property owner will need to contact Ramsey County concerning the construction of a driveway for the proposed lot.
5. The proposed plat shows acceptable easement widths along the lot lines.
6. The property owner should verify the location of the existing water and sanitary sewer services for the existing house to make sure the location of the easement shown for the services is correct. City records indicate that the services may be located farther to the east than what is shown on the survey.
7. Water and sanitary sewer charges and construction escrows will be required during development of the new lot. Costs will be determined during the creating of the development agreement.

Please contact me if you have other questions or require additional information.



# Poplar Lake Buffer

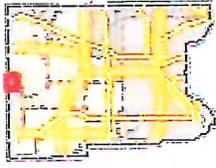


1,333.3 0 666.67 1,333.3 Feet

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

## Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- County Borders
- Airports
- Parks (8-64K)
  - State Park
  - Regional Parks, Preserves, and Open Space
  - County Park
  - Local Parks
  - Golf Course
  - Special Use Facility
  - Rec Center

## Notes

Enter Map Description

Antended use of property

This lot is being subdivided for  
a single family home to be built  
in the future.

According to the city there are no outstanding assessments against this property.

**EXISTING LEGAL DESCRIPTION PER DOC. #1945539**

That part of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 1, T. 30, R. 23, described as follows: Commencing at the SE corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Sec. 1; thence running West along the South line of said NE $\frac{1}{4}$  a distance of 280 feet to the point of beginning; thence running North and parallel with the East line of said Sec. 1 a distance of 538 feet; thence running West and parallel to the South line of said NE $\frac{1}{4}$  of Sec. 1 a distance of 150 feet; thence running South and parallel with the East line of said Sec. 1 a distance of 538 feet, more or less, to a point on the South line of said NE $\frac{1}{4}$  of said Sec. 1 distant 150 feet West of the point of beginning; thence running East along the said South line of said NE $\frac{1}{4}$  of said Sec. 1 a distance of 150 feet to the point of beginning.

**LEGAL DESCRIPTION TRACT A**

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road and to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter, a distance of 504.68 feet; thence South 89 degrees 01 minutes 38 seconds West, parallel to said south line of the Northeast Quarter, a distance of 150.01 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 256.10 feet; thence North 89 degrees 01 minutes 38 seconds East, parallel with said south line of the Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel with said east line of the Northeast Quarter a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 34.99 feet to the point of beginning.

Together with a 10.00 foot wide utility easement over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 5.00 feet left and 5.00 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 135.00 feet to the point of beginning of the easement to be described; thence North 02 degrees 33 minutes 27 seconds West a distance of 229.41 feet; thence North 11 degrees 05 minutes 13 seconds East, a distance of 19.67 feet, more or less to the southerly line of the first described property.

**LEGAL DESCRIPTION TRACT B**

That part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 30 North, Range 23 West of the 4th Principal Meridian, in Ramsey County, Minnesota described as follows: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road, a distance of 34.99 feet to the point of beginning; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet; thence South 89 degrees 01 minutes 38 seconds East, parallel to said south line of said Northeast Quarter, a distance of 115.00 feet; thence South 00 degrees 44 minutes 49 seconds East, parallel to said east line of the Northeast Quarter, a distance of 248.57 feet to said northerly right-of-way line of Sherwood Road; thence North 89 degrees 01 minutes 38 seconds East, along said northerly right-of-way line of Sherwood Road, a distance of 115.00 feet to the point of beginning.

Together with a 33.00 foot wide easement for ingress and egress over, under and across part of the Southeast Quarter of the Northeast Quarter, said easement being 16.50 feet left and 16.50 feet right of the following described centerline: Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 01 minutes 38 seconds West, along the south line of said Northeast Quarter, a distance of 280.01 feet; thence North 00 degrees 44 minutes 49 seconds West, parallel to the east line of said Northeast Quarter, a distance of 33.00 feet to the northerly right-of-way line of Sherwood Road; thence South 89 degrees 01 minutes 38 seconds West, along said northerly right-of-way line of Sherwood Road 18.49 feet to the point of beginning of the easement to be described; thence North 00 degrees 44 minutes 49 seconds West, parallel to said east line of the Northeast Quarter a distance of 248.57 feet and said line there terminating.

**SURVEYOR'S CERTIFICATION**

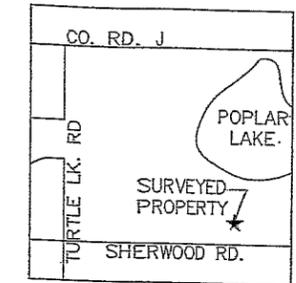
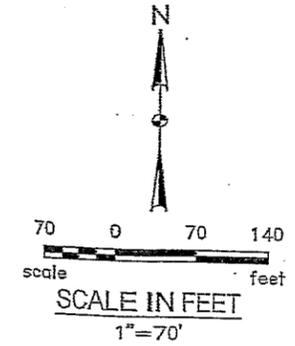
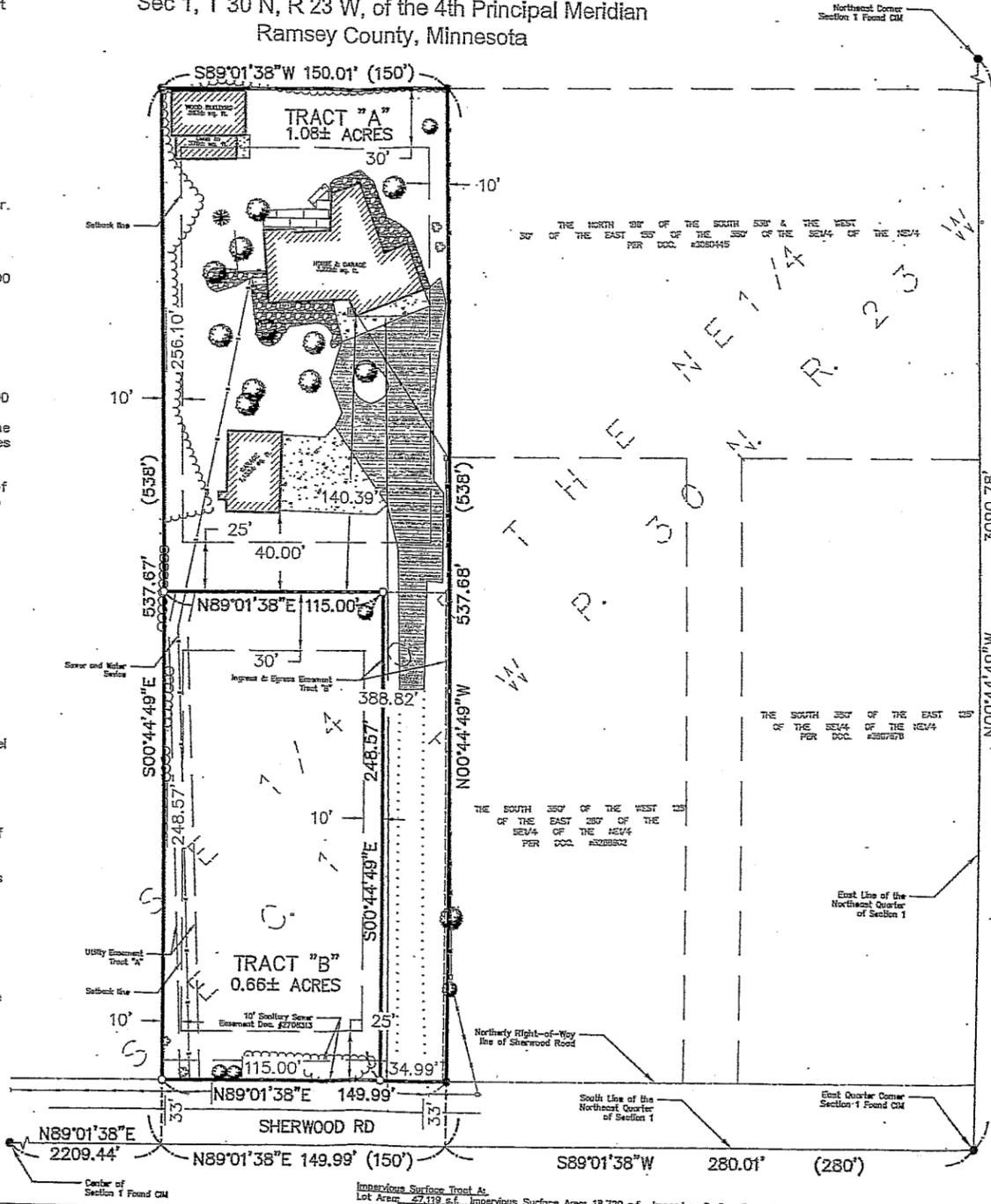
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signature: *Jacob M. Backowski* Printed Name: Jacob M. Backowski

Date: 9-30-15 Lic. No. 51693

**CERTIFICATE OF SURVEY**

GERALD & LINDA WALSH  
Part of the Southeast Quarter of the Northeast Quarter of  
Sec 1, T 30 N, R 23 W, of the 4th Principal Meridian  
Ramsey County, Minnesota



**VICINITY MAP**  
NTS  
**BASIS OF BEARING**  
MN County Coordinates System Ramsey  
County NAD83 (2011). Adj., US Survey Feet

**OWNER INFORMATION**  
Name: Gerald J. & Linda A. Walsh  
Address: 175 Sherwood Road  
Shoreview, MN 55728

**LEGEND**

●	Found Iron Monument	▨	Bituminous
○	Set 5/8" Rebar with Plastic Cap marked RLS 51693	▩	Concrete
○	Revised Distances	▨	Building
○	Brush or Shrub	▨	Deck
○	Deciduous Tree	▨	Stone Landscaping
○	Evergreen Tree		
▨	Telephone Pedestal		
▨	Gas Meter		
▨	Cable Service		
▨	Electric Meter		
▨	Power Pole		
▨	Electrical Pedestal		
▨	Electric Box		

Rev'd.	Fieldbook
Certificate of Survey Gerald & Linda Walsh Shoreview, Minnesota	
1	1
SE 1/4 OF THE NE 1/4 Sec. 1 T. 30 N. R. 23 W. 4TH P. M. RAMSEY COUNTY, MN	
DATE BY MBA	DATE BY JMB
PROJECT NO. 51615117	DATE 09/30/2015
Y:\Power\51615117-Walsh\CAO\51615117-Walsh.dwg	
© Radman, Lee & Jackson 2015	



Kathleen Castle <kcastle@shoreviewmn.gov>

---

**175 Sherwood Road**

---

Lux, Joseph <Joseph.Lux@co.ramsey.mn.us>  
To: Kathleen Castle <kcastle@shoreviewmn.gov>

Wed, Oct 21, 2015 at 9:57 AM

Hi, Kathleen:

I discussed this with Erin Laberee and we have no objections or comments.

Joe Lux

Joseph Lux

Senior Planner

Ramsey County Public Works

1425 Paul Kirkwold Drive

Arden Hills, MN 55112-3933

651-266-7114



**From:** Kathleen Castle [mailto:kcastle@shoreviewmn.gov]  
**Sent:** Tuesday, October 20, 2015 4:35 PM  
**To:** Lux, Joseph <Joseph.Lux@CO.RAMSEY.MN.US>  
**Subject:** 175 Sherwood Road

[Quoted text hidden]

Walsh Minor Subdivision  
175 Sherwood Road  
File No. 2594-15-37

Comments:

10-18-15

To Whom it may concern:

We fully support the creation of  
the Walsh Minor Subdivision as proposed.  
We support the approval of the requested  
variances.

Sincerely,

Richard & Ellen Sletten  
Ellen K. Sletten

Name: Richard and Ellen Sletten  
Address: 165 Sherwood Rd  
Shoreview, MN  
55126

Walsh Minor Subdivision  
175 Sherwood Road  
File No. 2594-15-37

Comments:

When the 'For Sale' signs went up, we assumed  
that the property would be sub-divided. The south  
portion of this lot was once a horse pasture.  
But, there have been no horse(s) there in  
10-12 years. Good idea to put a new house  
there. We have no objections.

Name: Tim & Cheryl Dwyer  
Address: 5755 Pond Drive



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

---

**Walsh Minor Subdivision/Variance**

1 message

---

**Tim Dwyer** <tdwyer@tjfans.com>  
To: kcastle@shoreviewmn.gov

Tue, Oct 20, 2015 at 8:29 AM

Kathleen Castle, City Planner

Last week we mailed a letter indicating that we had no objection to Walsh's planned Subdivision. With this email we are now informing the City of Shoreview that we also do not object to Walsh's Variance request.

Although we do not know Gerald and Linda Walsh, they have been our across-the-street neighbors for 23 years. If they can make their property more valuable and more desirable by these minor changes as they approach retirement, more power to them.

Sincerely,

Tim and Cheryl Dwyer  
5755 Pond Drive

Walsh Minor Subdivision  
175 Sherwood Road  
File No. 2594-15-37

Comments:

1. Increased future surface water runoff from Tract B should be directed away from the existing bituminous driveway since runoff from this driveway is currently causing drainage problems on the property to the east of Tract A.

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2. The description of the existing parcel is the south 538 ft. The proposed description of Tract A has a dimension of 537.68 ft on the east line which doesn't fit the existing parcel or the adjoining parcel.

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3. The existing legal description includes underlying fee ownership in Sherwood Rd. This underlying fee is not conveyed to Tract A or Tract B so would be retained by the current owner which is probably not intended.

---

4. The ingress and egress easement in favor of Tract B should instead be a public street easement and extend north into Tract A for possible future subdivision of adjoining properties into smaller lots for higher density.

Name: Mark Reathy / Bonnie Peterson  
Address: 155 Sherwood Rd.

**PROPOSED MOTION**

**MOVED BY COUNCILMEMBER** \_\_\_\_\_

**SECONDED BY COUNCILMEMBER** \_\_\_\_\_

To adopt Ordinance No. 936 establishing 2016 Community Center rates.

<b>ROLL CALL:</b>	<b>AYES</b>	_____	<b>NAYS</b>	_____
	<b>JOHNSON</b>	_____		_____
	<b>QUIGLEY</b>	_____		_____
	<b>SPRINGHORN</b>	_____		_____
	<b>WICKSTROM</b>	_____		_____
	<b>MARTIN</b>	_____		_____

Regular Council Meeting  
November 2, 2015

**TO: MAYOR AND CITY COUNCIL, CITY MANAGER**

**FROM: MICHELLE MAJKOZAK  
COMMUNITY CENTER GENERAL MANAGER**

**DATE: OCTOBER 15, 2015**

**SUBJECT: COMMUNITY CENTER RATE ADJUSTMENTS**

### **INTRODUCTION**

The City Council is being asked to review and approve the proposed 2016 Community Center rate adjustments. The daily admission and membership rates were last increased January 2015. The banquet hall and meeting room rates were last increased in January 2014. After evaluating comparable facilities, it is staff's recommendation to include a small rate increase for membership and daily passes in January, 2016 and a more significant increase for room rentals. All fees are now adopted by ordinance and included in a fee schedule.

### **BACKGROUND**

The City Council approves the daily admission, membership and rental rates for residents and non-resident rates for the Community Center. The indoor playground, pool enhancements, and new Fitness Center equipment have continued to increase the value of memberships and daily admissions. Our meeting rooms have also been upgraded over the years. In the past two years, the AV systems in both the Wedell Community Room and Shoreview Room were upgraded.

Various membership categories include both resident and non-resident pre-paid annual, seasonal, and the monthly billing memberships for individuals, duals, families, and youth/seniors. The number of health insurance reimbursement plans, combined with our flexible membership options also continue to be popular. This combined with the discounted fitness classes, discounted child care, and additional complimentary guest passes, included in a membership have further enhanced the Community Center as a premier health, wellness, and recreational facility.

Attached is a comparison of daily admission rates for Community Centers and indoor playgrounds, banquet and meeting room rates, and membership rates with comparable public and private facilities in surrounding communities.

### **DAILY ADMISSION RATES**

Currently, there are resident and non-resident individual daily admission rates for the Community Center. Staff is proposing that the daily admission rates be increased between 1-2%. This will increase the daily adult rate to \$8.55 for residents and \$9.99 for

non-residents; \$7.45 for seniors/youth residents and \$9.10 for senior/youth non-residents. It is suggested that the family rate be increased to \$29.00 for family resident and \$36.00 for family non-resident, with a maximum limit of 6 family members. The price per individual above 6 would remain at \$4.50. These prices include tax. Staff is proposing the playground daily rate remain at \$5.00.

### **BANQUET AND MEETING ROOM RATES**

The Shoreview Room, Wedell Room, Haffeman Pavilion and other meeting room rates have not been increased in the past two years. After some research, it is evident that many other facilities charge for additional items or have exclusive catering that allows them to require a minimum charge that is much higher than the rates currently charged for these facilities at the Community Center. Staff is proposing increases to nearly all rental rates of \$20-\$90 depending on the day of the week and room category. Staff believes these increases are sustainable and will keep Shoreview's room rates comparable with other facilities. These rates would go into effect in 2016, but anything that has already been booked would not be subject to the rate increase.

### **MEMBERSHIP RATES**

The City's membership rates for the Community Center are lower than many comparable facilities. It should also be noted that Shoreview does not offer basic fitness classes as part of our membership package, however, Community Center members do receive a 30% discount on group fitness classes and free guest passes. Staff had suggested small increases in membership rates ranging from 1% to 3% depending on the membership category. Staff felt these increases were warranted due to the Community Center's affordable rate structure in comparison to similar facilities.

In reviewing the membership rates with the Parks and Recreation Commission, they made a recommendation to maintain the resident membership rates at the current level, but increase the non-resident rates as proposed. The proposed rates in the attached schedule are consistent with the Commission's recommendation. Although staff is comfortable with the proposed recommendation of the Commission, it is anticipated that not increasing the resident membership rates will result in a loss of \$10,000 to \$15,000 in revenue based on projected membership sales.

### **RECOMMENDATION**

Based on the foregoing information, it is recommended that the City Council adopt Ordinance No. 936 establishing 2016 Community Center rates.

STATE OF MINNESOTA  
COUNTY OF RAMSEY  
CITY OF SHOREVIEW

ORDINANCE NO. 936

AN ORDINANCE DETERMINING A COMMUNITY CENTER RATE  
SCHEDULE

THE CITY COUNCIL OF THE CITY OF SHOREVIEW ORDAINS:

Pursuant to Minnesota Law and the Shoreview City Code, a fee schedule for Community Center fees is hereby adopted.

**Community Center Fee Schedule**

- (a) The Code of the City of Shoreview establishes that certain rates and fees be set from time to time by the Shoreview City Council.
- (b) City staff has reviewed the Community Center rate schedule and is hereby recommending that Exhibit D be adopted.
- (c) Upon consideration and review of the Shoreview City Council, the Community Center Rate Schedule, hereto attached as Exhibit D, is hereby adopted, and shall be effective January 1, 2016.

**Adoption Date:** Passed by the City Council of the City of Shoreview on the \_\_\_ day of November, 2015.

\_\_\_\_\_  
Sandra C. Martin, Mayor

**Publication Date:** Published on the \_\_\_ day of \_\_\_\_\_, 2016.

**EXHIBIT D**  
**COMMUNITY CENTER RATE SCHEDULE**  
**CITY OF SHOREVIEW, MINNESOTA**

**Daily Admission**

Adult-Regular	\$ 9.99
Adult-Resident	\$ 8.55
Youth/Senior-Regular	\$ 9.00
Youth/Senior-Resident	\$ 7.45
Family-Regular	\$ 36.00
Family-Resident	\$ 29.00
Playground	\$ 5.00

**Coupon Books – 10 Visits**

Adult-Regular	\$ 89.90
Adult-Resident	\$ 76.95
Youth/Senior-Reg	\$ 80.90
Youth/Senior-Resident	\$ 67.00
Playground	\$ 45.00

**Track (Senior)**

Daily-Regular	\$ 4.60
Daily-Resident	\$ 3.55
10 Visit-Regular	\$ 41.50
10 Visit-Resident	\$ 31.55

**Annual Memberships**

Adult-Regular	\$ 460.00
Adult-Resident	\$ 351.00
Youth/Senior-Regular	\$ 365.00
Youth/Senior-Resident	\$ 287.00
Dual-Regular	\$ 685.00
Dual-Resident	\$ 540.00
Family-Regular	\$ 780.00
Family-Resident	\$ 609.00

### **Seasonal Memberships – 3 months**

Adult-Regular	\$ 200.00
Adult-Resident	\$ 149.00
Youth/Senior-Regular	\$ 155.00
Youth/Senior-Resident	\$ 120.00
Dual-Regular	\$ 282.00
Dual-Resident	\$ 218.00
Family-Regular	\$ 305.00
Family-Resident	\$ 241.00

### **Monthly Membership Rates (requires 1 year contract)**

Adult-Regular	\$ 44.00
Adult-Resident	\$ 35.00
Youth/Senior-Regular	\$ 38.00
Youth/Senior-Resident	\$ 29.00
Dual-Regular	\$ 63.00
Dual-Resident	\$ 52.50
Family-Regular	\$ 73.00
Family-Resident	\$ 58.00

All prices listed above include Sales Tax of 7.125%

### **Room Rentals**

#### **Shoreview Room**

Sunday-Thursday - Regular	\$680.00
Sunday-Thursday - Resident	\$600.00
Friday-Regular	\$1025.00
Friday-Resident	\$925.00
Saturday-Regular	\$1250.00
Saturday-Resident	\$1175.00

#### **Wedell Community Room**

##### **Full Room**

Sunday-Thursday - Regular	\$430.00
Sunday-Thursday - Resident	\$350.00
Friday – Regular	\$760.00
Friday – Resident	\$650.00
Saturday – Regular	\$920.00
Saturday – Resident	\$820.00

**Half Room**

Sunday-Thursday – Regular	\$240.00
Sunday-Thursday – Resident	\$205.00

**Haffeman Pavilion**

Resident	\$200.00
Regular	\$225.00

**\*ALTERNATE\***  
**EXHIBIT D**  
**COMMUNITY CENTER RATE SCHEDULE**  
**CITY OF SHOREVIEW, MINNESOTA**

**Daily Admission**

Adult-Regular	\$ 9.99
Adult-Resident	\$ 8.55
Youth/Senior-Regular	\$ 9.00
Youth/Senior-Resident	\$ 7.45
Family-Regular	\$ 36.00
Family-Resident	\$ 29.00
Playground	\$ 5.00

**Coupon Books – 10 Visits**

Adult-Regular	\$ 89.90
Adult-Resident	\$ 76.95
Youth/Senior-Reg	\$ 80.90
Youth/Senior-Resident	\$ 67.00
Playground	\$ 45.00

**Track (Senior)**

Daily-Regular	\$ 4.60
Daily-Resident	\$ 3.55
10 Visit-Regular	\$ 41.50
10 Visit-Resident	\$ 31.55

**Annual Memberships**

Adult-Regular	\$ 460.00
Adult-Resident	\$ 355.00
Youth/Senior-Regular	\$ 365.00
Youth/Senior-Resident	\$ 300.00
Dual-Regular	\$ 685.00
Dual-Resident	\$ 550.00
Family-Regular	\$ 780.00
Family-Resident	\$ 620.00

### **Seasonal Memberships – 3 months**

Adult-Regular	\$ 200.00
Adult-Resident	\$ 154.00
Youth/Senior-Regular	\$ 155.00
Youth/Senior-Resident	\$ 125.00
Dual-Regular	\$ 282.00
Dual-Resident	\$ 222.00
Family-Regular	\$ 305.00
Family-Resident	\$ 245.00

### **Monthly Membership Rates (requires 1 year contract)**

Adult-Regular	\$ 44.00
Adult-Resident	\$ 36.00
Youth/Senior-Regular	\$ 38.00
Youth/Senior-Resident	\$ 30.00
Dual-Regular	\$ 63.00
Dual-Resident	\$ 54.00
Family-Regular	\$ 73.00
Family-Resident	\$ 60.00

All prices listed above include Sales Tax of 7.125%

### **Room Rentals**

#### **Shoreview Room**

Sunday-Thursday - Regular	\$680.00
Sunday-Thursday - Resident	\$600.00
Friday-Regular	\$1025.00
Friday-Resident	\$925.00
Saturday-Regular	\$1250.00
Saturday-Resident	\$1175.00

#### **Wedell Community Room**

##### **Full Room**

Sunday-Thursday - Regular	\$430.00
Sunday-Thursday - Resident	\$350.00
Friday – Regular	\$760.00
Friday – Resident	\$650.00
Saturday – Regular	\$920.00
Saturday – Resident	\$820.00

**Half Room**

Sunday-Thursday – Regular	\$240.00
Sunday-Thursday – Resident	\$205.00

**Haffeman Pavilion**

Resident	\$200.00
Regular	\$225.00

## Rate Changes

<b>Resident Daily Passes**</b>	<b>Current Rate</b>	<b>New Rate</b>
Adult	8.50	8.55
Youth	7.40	7.45
Family	28.00	29.00
Senior	7.40	7.45
<b>Regular Daily Passes**</b>	<b>Current Rate</b>	<b>New Rate</b>
Adult	9.95	9.99
Youth	8.95	9.00
Family	34.75	36.00
Senior	8.95	9.00
<b>Resident Coupon Books**</b>	<b>Current Rate</b>	<b>New Rate</b>
Adult	76.50	76.95
Youth	66.00	67.00
<b>Regular Coupon Books</b>		
Adult	89.55	89.90
Youth	80.55	80.90
<b>Res SR Track Discount**</b>		
Per Visit	3.45	3.50
Punch Card	31.00	31.55
<b>Reg SR Track Discount**</b>		
Per Visit	4.55	4.60
Punch Card	40.00	41.50

\* \* Rates Include tax for Daily Passes.

<b>Membership Fees**</b>	<b>Current Rate</b>	<b>New Rate</b>
<b>Resident Annual Memberships</b>		
Family	609	620
Dual	540	550
Adult	351	355
Youth/Senior	287	300
<b>Regular Annual Memberships</b>		
Family	771	780
Dual	677	685
Adult	453	460
Youth/Senior	362	365
<b>Resident Annual Memberships Billed Monthly</b>		
Family	58.00	60.00
Dual	52.50	54.00
Adult	35.00	36.00
Youth/Senior	29.00	30.00
<b>Regular Annual Memberships Billed Monthly</b>		
Family	71.00	73.00
Dual	61.50	63.00
Adult	43.00	44.00
Youth/Senior	37.00	38.00
<b>Resident Seasonal Membership</b>		
Family	241.00	245.00
Dual	218.00	222.00
Adult	149.00	154.00
Youth/Senior	120.00	125.00
<b>Regular Seasonal Membership</b>		
Family	299.00	305.00
Dual	276.00	282.00
Adult	195.00	200.00
Youth/Senior	149.00	155.00

\*\* Rates Include tax for Membership fees.

<b>Room Rental Fees *</b>	<b>Current Rate</b>	<b>New Rate</b>
<b>Resident Shoreview Room</b>		
Sunday - Thursday	565.00	600.00
Friday	875.00	925.00
Saturday	1090.00	1175.00
<b>Regular Shoreview Room</b>		
Sunday - Thursday	640.00	680.00
Friday	975.00	1025.00
Saturday	1160.00	1250.00
<b>Resident Wedell Community Room</b>		
<b>Full Room</b>		
Sunday - Thursday	330.00	350.00
Friday	610.00	650.00
Saturday	760.00	820.00
<b>Half Room</b>		
Sunday - Thursday	186.00	205.00
Friday - Saturday	N/A	N/A
<b>Regular Wedell Community Room</b>		
<b>Full Room</b>		
Sunday - Thursday	405.00	430.00
Friday	710.00	760.00
Saturday	865.00	920.00
<b>Half Room</b>		
Sunday - Thursday	218.00	240.00
Friday - Saturday	N/A	N/A
<b>Haffeman Pavilion</b>		
Resident	180.00	200.00
Regular	200.00	225.00

\*Rates do not include sales tax.

# **Daily Admission Comparison**

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## **Maplewood Community Center**

Adult Regular -\$9.00  
Senior/Youth Regular -  
\$7.00  
Family Regular - \$22.00

Adult Resident -  
\$7.00

Senior/Youth Resident - \$5.00  
Family Resident - \$18.00

## **Eden Prairie Community Center**

Regular - \$10.00  
Family \$20.00

Resident \$8.00

Family \$16.00

## **Eagan Community Center**

Daily Pass Resident and Non Resident \$10.00  
One week pass \$30.00

## Indoor Playground Rate Comparison

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### Eagles Nest, New Brighton

One Day Pass	\$5.50
Group Rate	\$4.50

### Maple Maze, Maple Grove

	Resident	Non-Resident
One Day Pass	\$4.50	\$ 5.50
Coupon Book	10 passes for \$40.00	

### Lookout Ridge, Woodbury

One Day Pass	\$5.50
Group Rate	\$4.50

### Adventure Peak, Edina

One Day Pass	\$7.00
11 visit card	\$60.00

### The Blast, Eagan

	Resident	Non-Resident
One Day Pass	\$4.00	\$ 4.00

### Grove Cove, Maple Grove

	Resident	Non-Resident
One Day Pass	\$6.00	\$ 7.00

# Membership Comparisons

## Maplewood Community Center

<b>Annual Rate</b>	<b>Regular</b>	<b>Monthly</b>	<b>Resident</b>	<b>Monthly</b>
Adult	\$ 625.00	\$ 57.00	\$ 511.00	\$ 46.00
Dual	\$ 727.00	\$ 71.00	\$ 613.00	\$ 59.00
Family	\$ 879.00	\$ 85.00	\$ 766.00	\$ 73.00
Youth/Senior	\$ 420.00	\$ 38.00	\$ 363.00	\$ 33.00
Initiation Fee	\$ 75.00			

Membership includes Fitness Center, pool, child care (Family memberships only) raquetball, locker use, group fitness classes, 4 free guest passes, discounted theater tickets, room rentals, massage, personal training and various programs. Some group Fitness classes such as spinning and Zumba require an additional \$5.00 per class fee. Class pricing for non-members is \$6.25 per class and a punch card for \$5.00 per class

## Y.M.C.A

<b>Annual Rate</b>	<b>Monthly</b>
Adult	\$ 66.00
Dual	\$ 110.00
Family	\$ 122.00
Joiners Fee	\$ 150.00

Membership includes Fitness Center, pool, child care. Many group fitness classes are free and some have a nominal charge.

## Life Time Fitness

<b>Annual Rate</b>	<b>Monthly</b>
Adult	\$ 79.00
Dual	\$ 119.00
Family	\$ 149.00
Initiation Fee	\$131.40 for first person and \$60.00 for each additional person

Membership includes Fitness Center, pool., most child care depending on center. Some have additional costs. Most group fitness classes are included except for some pilates and reformer

**L.A Fitness**

<b>Annual Rate</b>	<b>Monthly</b>	<b>Specials</b>
Adult	\$ 44.99	\$ 34.99
Registration Fee	\$ 199.00	\$ 99.00

Membership includes Fitness Center, pool, group fitness classes. The charge for raquetball and child care is\$3.00 per visit and.or \$10.00 per month

**Many other fitness facilities have started turnkey facilities which are not staffed and are a very affordable option. Experience Us has also opened allowing very reasonable rates for a single membership. These options are not as family friendly.**

**Proposed Motion**

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

To award the group health insurance policy to Medica represented by CBIZ effective January 1, 2016 as recommended in the attached staff report.

ROLL CALL: AYES \_\_\_\_\_ NAYS \_\_\_\_\_

JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

Regular Council Meeting  
November 2, 2015

## Memorandum

Date: October 29, 2015  
To: MAYOR AND CITY COUNCIL  
From: Laurie D. Elliott, Human Resources Director  
Re: Award of 2016 Health Insurance

### **Background**

The City currently has group health coverage for our regular employees through HealthPartners. This is a high-deductible plan with an HRA (VEBA) account. The plan basics include a \$1500 deductible, 80/20 co-pay, and an out-of-pocket annual maximum of \$3000 for singles and \$6000 for families. Employees pay more if they use out-of-network services. Our 2015 premiums are \$523.42 for singles and \$1,245.72 for family coverage.

HealthPartners proposed a 25% rate increase for 2016 due to a rolling 12 month loss ratio of 284%, and a calculated annual loss ratio of 181%. This means that for every \$1 collected in premiums, HealthPartners was paying \$1.81 - \$2.84 in claims.

Staff believes a large portion of the loss ratio numbers can be attributed to a single large claim that will not be repeated in 2016. Staff worked with our health insurance agents, Paul Schrupp and Vicki Walsh from CBIZ, to solicit informal proposals from several health insurance providers.

### **Discussion**

Two vendors chose to provide a quote and a third vendor declined. Proposals were reviewed based on their rates and plan designs. Once the proposals were evaluated, the amount of the rate increase became the most significant factor in our review.

- HealthPartners maintained their proposed 25% increase over our current monthly rates (New rates: \$654.28 single/\$1557.15/family).
- Blue Cross Blue Shield proposed a 30% increase over our current rates.
- Medica offered a 14.66% increase over our current monthly rates after a closer evaluation of our claim history (New rates: \$600.14 single/\$1428.32/family).

While it is always disruptive to change to a new insurance plan, a comparison of the 2016 rate differences supports such a change.

	<b><u>HealthPartners</u></b>	<b><u>Medica</u></b>	<b><u>Monthly Difference between Carriers</u></b>
Single	\$654.28	\$600.14	\$54.14
Family	\$1,557.15	\$1,428.32	\$128.83

In addition, HealthPartners and Medica both offered plan alternatives that would help those employees on family coverage to reduce their out-of-pocket premium costs. Employees on family coverage are responsible for paying the difference between the City contribution amount and the actual premium cost.

Because the Medica proposal was substantially less than the HealthPartners plan, only the Medica options are discussed below:

- *Alternate Plan #1:*  
Increase the deductible to \$1750/person and \$5000/family for a 13.05% increase over 2015 premiums.
- *Alternate Plan #2:*  
Increase the deductible and out-of-pocket maximum to \$3000/person and \$6000/family, and increase prescription copays from \$15/40/60 to \$12/50/90 for a 9.14% increase over 2015 premiums.
- *Alternate Plan #3:*  
Increase the deductible to \$2500/person and \$5000/family, with \$5000 (single) and \$10,000 (family) maximum out-of-pocket for a 6.86% increase over 2015 premiums.
- *Alternate Plan #4:*  
Same as Alternate Plan #3 plus increase the family deductible from \$5000 to \$7500; and change to a \$45 office visit copay for an 8.33% increase over 2015 premiums.

In reviewing the premiums, overall cost, and affect on employees with family coverage, staff is recommending maintaining the current plan design and adding Alternate #2 as a second plan option, which results in a 14.66% increase to our current plan and offers a lower premium cost option for families. The 2016 premiums would be as follows:

	<u>2015</u>	<u>2016 \$1,500 Deductible</u>	<u>2016 (Alt #2) \$3,000 Deductible</u>
Single	\$523.42	\$600.14	\$571.25
Family	\$1,245.72	\$1,428.32	\$1,359.56

**Impact on Budget**

The rate for single coverage has the largest budgetary impact because the City pays 100% of the single premium, and 73% of employees enroll in single coverage. The increase to the single premium matches the amount budgeted for 2016. The City’s costs for family coverage are fixed based on the City’s month insurance contribution amount.

**Recommendation**

Staff recommends approval of two Medica plan offerings. One, the same plan design as 2015. And two, adding Alternate #2 as described above. These plans would go into effect January 1, 2016.

## 2016 City of Shoreview Plan Options

In-network Deductible	HealthPartner			Medica		
	\$1,500	\$1,750	\$1,500	\$1,750	\$3,000	\$2,500
Deductible						
Single	\$1,500	\$1,750	\$1,500	\$1,750	\$3,000	\$2,500
Family	\$4,500	\$5,000	\$4,500	\$5,000	\$6,000	\$7,500
Coinsurance	80%	80%	80%	80%	100%	25%
Out-of-Pocket Maximum						
Single	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$5,000
Family	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$10,000
Preventive Care	100%	100%	100%	100%	100%	100%
Office Visits	Ded; Coins					
VirtuWell 3 for Free	Yes	Yes				\$45 Copay
Inpatient Hospital	Ded; Coins					
Outpatient Hospital	Ded; Coins					
Prescription Drugs						
Generic	\$15 Copay	\$15 Copay	\$15 Copay	\$15 Copay	\$12 Copay	\$12 Copay
Formulary Brand	\$40 Copay	\$40 Copay	\$40 Copay	\$40 Copay	\$50 Copay	\$50 Copay
Non-Formulary Brand	\$60 Copay	\$60 Copay	\$60 Copay	\$60 Copay	\$90 Copay	\$90 Copay
Specialty Drugs	20%; \$200	20%; \$200	20%; \$200	20%; \$200		
<b>Premium Summary*</b>	<b>\$1,500</b>	<b>\$1,750</b>	<b>\$1,500</b>	<b>\$1,750</b>	<b>\$3,000</b>	<b>\$2,500</b>
<b>Single</b>	\$654.28	\$648.30	\$600.14	\$591.75	\$571.25	\$567.02
<b>Family</b>	\$1,557.15	\$1,542.93	\$1,428.32	\$1,408.35	\$1,359.56	\$1,349.48
<b>Annual total</b>	\$866,466	\$858,550	\$794,774	\$783,662	\$756,514	\$750,909
<b>% change from current</b>	25.00%	23.86%	14.66%	13.05%	9.14%	8.33%

Current Annual Premium \$693,170

PROPOSED MOTION

MOVED BY COUNCILMEMBER \_\_\_\_\_

SECONDED BY COUNCILMEMBER \_\_\_\_\_

To adopt resolution No. 15-101 approving the 2016 curb-side recycling budget, City recycling fee, and authorizing request of SCORE funding allocation.

ROLL CALL: AYES \_\_\_\_\_ NAYS \_\_\_\_\_

JOHNSON	_____	_____
QUIGLEY	_____	_____
SPRINGHORN	_____	_____
WICKSTROM	_____	_____
MARTIN	_____	_____

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: NEVA WIDNER  
NATURAL RESOURCES SPECIALIST

DATE: NOVEMBER 2, 2015

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

## **INTRODUCTION**

In accordance with the Joint Powers Agreement between the City of Shoreview and Ramsey County, it is necessary to prepare the annual curbside recycling budget and submit it to the County in early December, 2015. The budget is necessary for determining the City recycling fee, which is included as part of the 2016 Ramsey County Property Tax statements.

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

## **BACKGROUND**

Pursuant to Minnesota Statutes, Sections 473.811 and 400.08, the County has authority to collect charges for solid waste management services. In 1988, Shoreview entered into an agreement with the County for the collection of monies to fund residential curbside recycling programs. A Joint Powers Agreement with the Ramsey County Department of Public Health provides the City access to the County's Waste Management Service charge, which is the primary source of funding for the City's curbside recycling program.

The following procedures are followed under the Joint Powers Agreement:

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

## **BUDGET CONSIDERATIONS**

The recycling budget for 2016 is proposed in the amount of \$566,135. Expenses associated with the recycling budget include contractual fees for curb side recycling, spring and fall cleanup events, and City staff time. Important points of consideration within the overall budget proposal are:

- Reflects SCORE grant allocation of funds in the amount of \$62,469, which is used in conjunction with the recycling fee to fund the recycling program.
- Anticipates continuation of the spring and fall community cleanup day events held in cooperation with the City of Arden Hills.
- Ensures continuation of the single-sort curbside recycling opportunities for all community residents.

The proposed 2016 recycling budget includes a \$1.00 increase in the City recycling fee. The higher fee is proposed due to an increase in the household rate charge by the City's recycling contractor. The City's recycling contractor is allowed to raise the household rate charge each year by the annual Consumer Price Index (CPI) for the "Midwest Urban" region or 3%, whichever is lower. Even with the proposed increase, the cost per month of recycling service for Shoreview residents is less than \$4.00 per month.

The City recycling program goes far beyond the well known curbside pickup and clean up days. In partnership with Ramsey County, the City's Recycling program offers many different benefits to residents and businesses including the following services: biweekly curbside recycling, spring and fall clean up days, yard waste collection sites, direct customer service call line, event recycling containers, organics recycling drop off, Fix-It Clinics, education and outreach materials, and business recycling. In addition, residents often have the option to choose from three recycling container sizes (35-gallon, 64-gallon or 96-gallon). All single-family units were originally delivered a 64-gallon cart and townhome units were each delivered a 35-gallon cart.

The City has been slowly increasing the fund balance in the recycling fund so that it has sufficient coverage until revenues are received. The revenues for the recycling program are received in June and December, similar to our property tax receipts. The fund balance should ideally be about 50% of the planned expenditures in the fund and allow the City to hold the fund balance to cash flow the recycling program throughout the year.

## **RECOMMENDATION**

Based on the forgoing information, it is recommended that the City Council approve the proposed 2016 curbside recycling budget in the amount of \$566,135 and a recycling fee of \$47.00 that will be collected on 2016 residential property tax statements as per the Joint Powers Agreement between the City and Ramsey County.

It is further recommended that the City Council approve the SCORE grant application requesting the allocation of \$62,469 to be used in conjunction with the City recycling fee for program funding.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD NOVEMBER 2, 2012**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota, was duly called and held at the Shoreview City Hall in said City on November 2, at 7:00 p.m. The following members were present:

Mayor Martin, Council Members \_\_\_\_\_

and the following members were absent: \_\_\_\_\_

Member \_\_\_\_\_ introduced the following resolution and moved its adoption.

RESOLUTION NO. 15-101

APPROVING 2016 CURB-SIDE RECYCLING BUDGET,  
CITY RECYCLING FEE  
AND  
AUTHORIZE REQUEST OF SCORE FUNDING ALLOCATION

WHEREAS, the City of Shoreview has an established curb-side recycling program, City Staff has prepared a proposed budget for the 2016 curb-side recycling program, and has presented the proposed budget to the City Council for approval, and

WHEREAS, City staff has completed the 2016 SCORE Funding Grant Application.

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

1. The 2016 curb-side recycling budget is hereby approved, indicating estimated revenues of \$611,969 and estimated expenses of \$566,135.
2. Revenue required to finance the curb-side recycling program be collected through the previously approved Joint Powers Agreement with Ramsey County to include a City Recycling Fee of \$47.00 on the 2016 residential property tax statement.
3. City staff is authorized to request the SCORE funding allocation from Ramsey County.

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

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 2<sup>nd</sup> day of November, 2015.

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 2<sup>nd</sup> day of November 2015, with the original thereof on file in my office and the same is a full, true and complete transcript there from insofar as the same relates to approving the 2016 curb-side recycling budget and fee and authorize request of SCORE funding allocation.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 3<sup>rd</sup> day of November.

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Terry Schwerm  
City Manager

SEAL