

Mayor:
David Grant

Councilmembers:
Brenda Holden
Fran Holmes
Dave McClung
Jonathan Wicklund



**Regular City Council
Agenda
February 8, 2016
7:00 p.m.
City Hall**

Address:
1245 W Highway 96
Arden Hills MN 55112

Phone:
651-792-7800

Website:
www.cityofardenhills.org

City Vision

Arden Hills is a strong community that values its unique environmental setting, strong residential neighborhoods, vital business community, well-maintained infrastructure, fiscal soundness, and our long-standing tradition as a desirable City in which to live, work, and play.

CALL TO ORDER

1. APPROVAL OF AGENDA

2. PUBLIC INQUIRIES/INFORMATIONAL

Public inquiries/informational is an opportunity for citizens to bring to the Council's attention any items not currently on the agenda. In addressing the Council, please state your name and address for the record, and a brief summary of the specific item being addressed to the Council. To allow adequate time for each person wishing to address the Council, we ask that individuals limit their comments to three (3) minutes. Written documents may be distributed to the Council prior to the meeting, or as bench copies, to allow a more timely presentation.

3. STAFF COMMENTS

3.A. Rice Creek Commons (TCAAP) And Joint Development Authority Update

Jill Hutmacher, Community Development Director

Documents: [MEMO.PDF](#)

4. APPROVAL OF MINUTES

4.A. January 11, 2016, Regular City Council

Documents: [01-11-16-R.PDF](#)

4.B. January 13, 2016, Special City Council Work Session

Documents: [01-13-16-WS.PDF](#)

4.C. January 19, 2016, City Council Joint Work Session With Planning Commission

Documents: [01-19-16-WS.PDF](#)

4.D. January 25, 2016, Regular City Council

Documents: [01-25-16-R.PDF](#)

5. CONSENT CALENDAR

Those items listed under the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion under a Consent Calendar format. There will be no separate discussion of these items, unless a Councilmember so requests, in which event, the item will be removed from the general order of business and considered separately in its normal sequence on the agenda.

5.A. Claims And Payroll

Sue Iverson, Director of Finance and Administrative Services
Dave Perrault, Finance Analyst

Documents: [MEMO.PDF](#)

5.B. Approve Lake Johanna Fire Department Capital Expenditures

Dave Perrault, Finance Analyst

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#)

5.C. 2 Door Pickup Truck Purchase

John Anderson, Acting Public Works Director/City Engineer

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#),
[ATTACHMENT C.PDF](#)

5.D. 4 Door Pickup Truck Purchase

John Anderson, Acting Public Works Director/City Engineer

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#),
[ATTACHMENT C.PDF](#)

5.E. Hot Box Purchase

John Anderson, Acting Public Works Director/City Engineer

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#)

5.F. Approval Of New Voting System Contract With Ramsey County

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#)

5.G. Amended 2016 Fee Schedule

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#)

5.H. Approve Resolution 2016-007 Appointing James Lambeth To The Planning

Commission

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#)

5.I. Merrick, Inc. Gambling Permit

Amy Dietl, City Clerk

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#)

6. PULLED CONSENT ITEMS

Those items that are pulled from the Consent Calendar will be removed from the general order of business and considered separately in its normal sequence on the agenda.

7. PUBLIC HEARINGS

Under this Public Hearing section, citizens have an opportunity to discuss ideas regarding Rice Creek Commons (TCAAP) development. Please be sure to complete a "Request to Appear before City Council" form (available at the back table). Completed forms may be given to the City Clerk.

7.A. TCAAP Development Discussion Opportunity For Residents

Mayor Grant

Documents: [MEMO.PDF](#)

8. NEW BUSINESS

9. UNFINISHED BUSINESS

9.A. Planning Case 15-026 - Development Agreement Determination Letter - 3177 Shoreline Lane

Matthew Bachler, Senior Planner

Documents: [MEMO.PDF](#), [ATTACHMENT A.PDF](#), [ATTACHMENT B.PDF](#), [ATTACHMENT C.PDF](#), [ATTACHMENT D.PDF](#)

10. COUNCIL COMMENTS

ADJOURN



DATE: February 8, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Jill Hutmacher, Community Development Director

SUBJECT: Rice Creek Commons (TCAAP) and Joint Development Authority (JDA)
Update

The *Solicitation for Master Developer* was released on February 1, 2016. A pre-proposal conference will be held Thursday, February 18, 10:00 am at Union Depot in Saint Paul. Proposals are due on Wednesday, March 9, 2016.

At its meeting on February 1, 2016, JDA Commissioners established a Solicitation Review Committee with members as follows. The Committee will review proposals and forward finalists to the JDA for consideration.

Heather Worthington, Ramsey County
Jill Hutmacher, Arden Hills
Ryan Streff, Arden Hills
Josh Olson, Ramsey County
Beth Engum, Ramsey County
John Anderson, Arden Hills
Matthew Bachler, Arden Hills
Sue Iverson, Arden Hills
Lee Merhkens, Ramsey County
Stacie Kvilvang, Ehlers
Mark Ruff, Ehlers
Kevin McKinnon (or a representative), Minnesota Department of Employment and Economic Development



DRAFT

Approved: February 8, 2016

**CITY OF ARDEN HILLS, MINNESOTA
REGULAR CITY COUNCIL MEETING
JANUARY 11, 2016
7:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

CALL TO ORDER/ROLL CALL

Pursuant to due call and notice thereof, Mayor David Grant called to order the regular City Council meeting at 7:00 p.m.

Present: Mayor David Grant, Councilmembers Brenda Holden, Fran Holmes, and Dave McClung

Absent: None

Also present: Interim City Administrator Sue Iverson; Community Development Director Jill Hutmacher; Acting Public Works Director John Anderson; and Senior Planner Matthew Bachler

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

MOTION: Councilmember Holden moved and Councilmember Holmes seconded a motion to approve the meeting agenda as amended. The motion carried unanimously (4-0).

2. PRESENTATION

None.

3. PUBLIC INQUIRIES/INFORMATIONAL

None.

4. STAFF COMMENTS

A. Rice Creek Commons (TCAAP) and Joint Development Authority (JDA) Update

Community Development Director Hutmacher stated that the Joint Development Authority (JDA) reviewed and approved the *Solicitation for Master Developer* at its meeting on January 4, 2016. JDA Commissioners made several comments. The document will be revised accordingly and was approved for release on February 1, 2016. The schedule for the selection of a Master Developer is as follows:

Solicitation released	February 1, 2016
Pre-proposal conference and site tour	February 11, 2016
Deadline for submission of questions	TBD
Response to questions posted	TBD
Solicitation responses due	March 2, 2016
Solicitation Review Committee evaluation and shortlist	March 18, 2016
Deadline for submission of additional information	March 24, 2016
Evaluation, interviews, and recommendation to the JDA	March 31, 2016
JDA selects master developer	April 4, 2016

Community Development Director Hutmacher reported that at its next meeting on February 1, 2016, the JDA will discuss the membership of the Solicitation Review Committee.

Councilmember Holden requested further clarification on the solicitation noting it was not an RFP (Request for Proposal).

Community Development Director Hutmacher discussed the Master Developer Solicitation in further detail with the Council noting that it more closely reflected a Request for Qualification (RFQ).

Councilmember McClung questioned who would make up the Solicitation Review Committee.

Mayor Grant explained that the JDA would be addressing this in further detail on February 1st.

5. APPROVAL OF MINUTES

- A. December 14, 2015, Regular City Council
- B. December 28, 2015, Special City Council Work Session

MOTION: **Councilmember Holden moved and Councilmember McClung seconded a motion to approve the December 14, 2015, regular City Council meeting minutes, and the December 28, 2015, special City Council work session minutes as presented. The motion carried unanimously (4-0).**

6. CONSENT CALENDAR

- A. Motion to Approve Consent Agenda Item - Claims and Payroll
- B. Motion to Approve Adoption of Resolution 2016-001 Relating to the Organization of the City of Arden Hills
- C. Motion to Approve Adoption of Resolution 2016-002 Commission and Committee Appointments

- D. Motion to Approve Appointment of Customer Support Representative
- E. Motion to Approve Mounds View High School Trail – Pay Estimate No. 1
- F. Motion to Approve Mounds View High School Trail – Joint Powers Agreement Amendment
- G. Motion to Approve Northeast Youth and Family Services 2016 Contract
- H. Motion to Approve Adoption of the 2016 City Contribution for Employee Benefits
- I. Motion to Approve Appointment of EDC Chair
- J. Motion to Approve Lake Johanna Fire Department Capital Expenditures
- K. Motion to Approve 2016-2017 Union Contract

MOTION: Councilmember Holden moved and Councilmember Holmes seconded a motion to approve the Consent Calendar as presented and to authorize execution of all necessary documents contained therein. The motion carried unanimously (4-0).

7. PULLED CONSENT ITEMS

None.

8. PUBLIC HEARINGS

A. TCAAP Development Discussion Opportunity for Residents

Mayor Grant stated that under the public hearing section, citizens have an opportunity to discuss ideas regarding the TCAAP development.

Mayor Grant opened the public hearing at 7:07 p.m.

A resident requested further information from staff on the plans for TCAAP.

Community Development Director Hutmacher stated that she would be happy to provide the resident with her contact information as well as with additional information on the plans for TCAAP.

With no one else coming forward to speak, **Mayor Grant** closed the public hearing at 7:08 p.m.

9. NEW BUSINESS

None.

10. UNFINISHED BUSINESS

None.

11. COUNCIL COMMENTS

Councilmember McClung reported that the City received seven applications for the open Council seat. He noted that the City Council was in the middle of conducting interviews of these candidates and that he looked forward to completing this process and having the Council back up to a full complement of five members.

Councilmember Holmes indicated that she attended a ribbon cutting ceremony last Friday at the AHATS site. She stated that she is in favor of the City improving its relationship with the Beyond the Yellow Ribbon organization in 2016.

Mayor Grant stated that he also attended the ribbon cutting ceremony on the AHATS property where a Readiness Building for the 834th Aviation Battalion was dedicated. He enjoyed the event and encouraged the public to tour this new facility.

Mayor Grant reported that he met with the neighboring five mayors recently. He discussed a development that would be coming to Shoreview in 2016.

Mayor Grant thanked Councilmember McClung for serving as Mayor Pro-Tem in 2015. He announced that Councilmember Holden would be serving as Mayor Pro-Tem in 2016.

ADJOURN

MOTION: Mayor Grant moved and Councilmember Holden seconded a motion to adjourn. The motion carried unanimously (4-0).

Mayor Grant adjourned the regular City Council meeting at 7:18 p.m.

Sue Iverson
Interim City Administrator

David Grant
Mayor



DRAFT

Approved: February 8, 2016

**CITY OF ARDEN HILLS, MINNESOTA
SPECIAL CITY COUNCIL WORK SESSION
JANUARY 13, 2016
ARDEN HILLS CITY HALL**

CALL TO ORDER/ROLL CALL

Pursuant to due call and notice thereof, Mayor Grant called to order the special City Council work session at 5:00 p.m.

Present: Mayor David Grant; Councilmembers Brenda Holden, Fran Holmes, and Dave McClung

Absent: None

Also present: Interim City Administrator Sue Iverson; Community Development Director Jill Hutmacher; and City Attorney Joel Jannik

1. AGENDA ITEMS

A. Interviews for City Council Vacancy

The Council conducted interviews of City Council candidates Steven Scott, Hoda Kemp, Brian Wagner, and Jonathan Wicklund.

B. TCAAP Goals

Mayor Grant explained that City Attorney Joel Jannik had drafted TCAAP goals for the Council to review.

City Attorney Jannik reported that the goals were drafted in a similar format as the County's and took into consideration the comments made by the Council at their work session on January 11th. He requested that the Council review the goals and provide staff with further direction.

Mayor Grant asked if the Council should address the amount of retail on TCAAP.

Community Development Director Hutmacher discussed the amount of retail and non-retail space that could be built on TCAAP. She estimated that there could be over 2 million square feet of retail on the site.

Mayor Grant discussed the affordable housing language and noted that 10% of all new housing units should be affordable. He was in favor of adding language stating that all housing will be sustainable and high quality.

Further discussion ensued regarding the housing language within the goals.

Community Development Director Hutmacher suggested that the bullets within the goals not be altered as they were taken directly from the Comprehensive Plan. She explained that the proposed housing goals focused on young professionals, move up housing, and senior citizens.

Councilmember McClung supported the language proposed by staff and believed it covered all the bases.

Mayor Grant suggested that the sentence following this language be removed. He feared that developers could misunderstand or have various interpretations of what a “proper balance” of housing was.

Councilmember Holmes questioned if the number of jobs should be referred to versus average employment within the goals.

City Attorney Jannik commented that the typical average for businesses was one employee per 1,000 square feet.

Councilmember Holmes thanked staff for the clarification and recommended that the language remain as is.

Mayor Grant asked if the City could include language regarding a single hauler for TCAAP.

Community Development Director Hutmacher commented that cities have approached limiting the number of haulers on each street in different ways. The City has yet to determine what method it will use for TCAAP.

City Attorney Jannik anticipated that the City may have a hauler for refuse and another for recycling. For this reason, he suggested that the goal refer to a single or limited number of haulers.

Councilmember Holmes thanked staff for drafting the TCAAP goals for the Council.

2. COUNCIL COMMENTS AND STAFF UPDATES

Councilmember McClung questioned when the Council would be discussing the City Council candidates.

City Attorney Jannik reported that this would be at an upcoming public meeting. He encouraged the Council to be positive with their comments and to point out the valuable qualities of the candidates.

Mayor Grant recommended that the Council address this item at the January 19, 2016, Council work session.

ADJOURN

Mayor Grant adjourned the City Council Work Session at 8:28 p.m.

Sue Iverson
Interim City Administrator

David Grant
Mayor



DRAFT

Approved: February 8, 2016

**CITY OF ARDEN HILLS, MINNESOTA
CITY COUNCIL JOINT WORK SESSION WITH PLANNING COMMISSION
JANUARY 19, 2016
5:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

CALL TO ORDER/ROLL CALL

Pursuant to due call and notice thereof, Mayor Grant called to order the City Council Work Session at 5:00 p.m.

Present: Mayor David Grant; Councilmembers Brenda Holden, Fran Holmes, and Dave McClung (arrived at 5:10 p.m.) (left meeting at 5:41 p.m. and returned at 6:53 p.m.)

Absent: None

Also present: Community Development Director Jill Hutmacher; Acting Public Works Director John Anderson; Senior Planner Matthew Bachler; Finance Analyst Dave Perrault; City Clerk Amy Dietl; Planning Commission Chair Roberta Thompson; Planning Commission Alternate Andy Holewa; Planning Commissioner Brent Bartel; Planning Commissioner Phillip Neururer; and Planning Commissioner Steven Jones

1. AGENDA ITEMS

A. 2016 Planning Commission Work Plan and Project Priorities Discussion

Senior Planner Bachler stated that the City Council is being asked to provide input and feedback on the draft 2016 Planning Commission Work Plan. In addition, this meeting is an opportunity to discuss other planning-related items. The City Council may provide feedback to the Planning Commission on their role, ask questions and discuss items of concern. The Planning Commission may provide input to the City Council on important planning items they see in the community and bring up topics of interest or concern.

Staff reviewed the work plan in further detail with the Council and requested feedback.

Community Development Director Hutmacher believed that the Planning Commission had a very full work plan. She explained that adjustments may need to be made throughout the year to accommodate new items being submitted for review.

Mayor Grant requested that organized trash collection on TCAAP be a priority on the work plan. He wanted to see a conscience effort made to reduce the wear and tear on the new streets within TCAAP.

Councilmember Holden asked if the organized collection would be for both commercial and residential properties.

Mayor Grant suggested that this be pursued for both commercial and residential properties.

Councilmember Holden requested that staff contact the recent City Council candidates to see if any were interested in serving on the Planning Commission or Parks, Trails and Recreation Committee. She explained that she has received a great deal of negative feedback on the placement of the Goodwill Store and asked that the Planning Commission discuss this further.

Roberta Thompson, Planning Commission Chair, commented that the Planning Commission has discussed this matter and believed that the City had to find a compromise between existing and new developments. In addition, the City had to consider how other cities were redeveloping.

Councilmember Holden thanked each of the Planning Commissioners for their service to the City of Arden Hills.

Councilmember Holmes questioned if outdoor display would be addressed by the Planning Commission in the future.

Senior Planner Bachler stated that this would be reviewed by the Planning Commission after being further discussed by the City Council at the work session this evening.

Councilmember Holmes inquired if the City had to review its industrial flex zoning standards.

Community Development Director Hutmacher discussed how the industrial flex zoning district was changing and believed that it would be in the City's best interest to prepare for the future of this area.

Councilmember McClung expressed frustration with the County Road E setback situation and looked forward to this item being addressed.

Mayor Grant thanked the Planning Commissioners for their dedication and appreciated their service to the City.

B. Goodwill Store – 1201 County Road E Discussion

Senior Planner Bachler explained that Goodwill is completing final work on the interior of their store at 1201 County Road E and is expecting to hold a grand opening at the end of this month. Staff was recently contacted by Goodwill with a request to modify the approved exterior elevation plan for the County Road E façade. The proposal was to replace two spandrel glass windows to the immediate right of the County Road E entrance doorway with two transparent glass windows.

Senior Planner Bachler indicated that the B-2 District Design Standards require commercial buildings with frontage on a public street to have a minimum façade transparency of 50 percent. The approved development plans granted Goodwill flexibility on this requirement, allowing for transparent window coverage of 26.4 percent on the County Road E façade. The addition of the two transparent windows would bring the development into closer conformity with the B-2 District Design Standards.

Senior Planner Bachler stated that the Development Contract and PUD Agreement for the project requires that any significant changes to the approved plans be reviewed and approved by the Planning Commission and City Council. The City Attorney advised that because the modification is minor and brings the building in closer conformance with the City's standards the proposal could be approved administratively.

Councilmember Holmes stated that she was dismayed that this item was on the agenda. She believed that the request should have been handled administratively. She questioned why the applicant could not follow the plan approved by the City.

Community Development Director Hutmacher explained that the plan approved by the City Council for the Goodwill Store had some non-transparent windows on the County Road E facade. The applicant asked last Wednesday if two of the non-transparent windows could be replaced with transparent windows. She reported that normally any changes would have to be approved by the Council. However, the proposed change more closely aligned with the goals and objectives within City Code. After speaking with the City Attorney, it was determined that staff could approve the change. It was noted that staff sent an email to the City Councilmembers to see if there was any objection and one objection was brought to staff's attention. In the end, she reported that the applicant withdrew its request and would be installing the windows as shown in their plans.

Councilmember Holden did not understand why the applicant assumed that they would receive an immediate response from City staff regarding this matter.

Mayor Grant reiterated that typically when an applicant makes a change to their plans, this requires City Council review.

Councilmember Holden suggested that the Council discuss the administrative/Council procedure for approving plan changes in the future.

Councilmember McClung reported that he had no objection to the requested change by the applicant. He expressed some concern with the quick turnaround the applicant was demanding from the City. He was in favor of the Council discussing the administrative approval process at a future Council work session.

Mayor Grant requested that administrative changes be discussed by the City Council at a future work session.

C. Outdoor Display and Sales Zoning Regulations

Senior Planner Bachler stated that the City is currently reviewing the use of outdoor display and sales areas in commercial districts and considering whether the Zoning Code should be updated to further regulate these activities. At the City Council work session on October 19, 2015, staff presented initial recommendations for regulatory standards that could be added to the Zoning Code. The City Council directed staff to complete further work on display area dimension standards, the types of products that could be displayed, and screening from residential properties.

Senior Planner Bachler indicated that staff has drafted amendments to the Zoning Code that would incorporate the new standards discussed in this memo and at the October 19, 2015, work session. The City Attorney has reviewed the draft language and does not have any concerns at this time.

Staff is requesting that the City Council provide additional feedback.

Senior Planner Bachler explained that the next step in this process would be to have staff draft a final version of an ordinance amending the Zoning Code to include the regulations on outdoor display and sales. The Planning Commission would be required to hold a public hearing on the ordinance prior to formal action by the City Council.

Mayor Grant questioned how he was to understand the definition of “residential zoned” properties within the proposed zoning code amendment.

Community Development Director Hutmacher discussed how this term was to be interpreted by staff and the Council.

Councilmember Holmes supported the outdoor display and sales zoning regulations as presented by staff.

Further discussion ensued regarding how the proposed code would address outdoor displays throughout the community.

Mayor Grant asked if the proposed outdoor display and sales regulations would work on TCAAP as well.

Senior Planner Bachler believed this to be the case.

Mayor Grant explained that the next step for this matter would be to go before the Planning Commission for review and recommendation to the City Council.

D. Sanitary Sewer Realignment at 3280 Sandeen Road

Acting Public Works Director Anderson stated that the property owner, Steven Nelson, at 3280 Sandeen Road is interested in realigning the rear yard sanitary sewer on his property to provide more buildable area. This issue has been discussed in the past by the City. Mr. Nelson is interested in constructing the relocation of this sewer this spring. The proposal has been reviewed by Planning staff and a recommended course of action has been laid out by Senior Planner Matthew Bachler in his memo dated January 11, 2016.

Acting Public Works Director Anderson indicated that the rear yard sewer is a public sanitary sewer that was originally constructed with clay pipe. This sewer has since been lined. The proposed sewer would be constructed with PVC pipe. Public Works will need to clean this sewer periodically and to accomplish that will need access from the street to a new manhole in the back yard with an easement machine. Public Works will need this access protected by an easement and kept clear of all obstacles such as fences, retaining walls, gardens, plantings, etc.

Staff requested that the Council provide the applicant with feedback on how to proceed.

Further discussion ensued regarding the proposed sanitary sewer realignment at 3280 Sandeen Road.

Mayor Grant asked if this sanitary line had been relined.

Acting Public Works Director Anderson reported that this was the case as the existing clay pipe had been lined.

Mayor Grant questioned how many additional feet of sewer lines would be needed.

Acting Public Works Director Anderson commented that the realignment did not require a significant length of extra line. He stated that the difficulty with the proposed realignment would be jetting the new lines.

Councilmember Holden questioned the cost of putting in the new lines.

Acting Public Works Director Anderson reported that the City would not bear any of the costs for the new lines. The request was being made by the property owner and would benefit the property owner. Therefore, the entire cost of the project would be the responsibility of the property owner.

Steven Nelson, 3280 Sandeen Road, estimated that the project would cost between \$12,000 and \$20,000. He explained that he was interested in selling his home, having it demolished, and allowing for a new home to be built.

Mayor Grant asked how the City would maintain these lines in the future.

Acting Public Works Director Anderson discussed the access and grading difficulties with the property.

Mayor Grant inquired how the City would get the sewage to flow away from the lake.

Acting Public Works Director Anderson indicated that there was a ridge on the topography that would enable the sewage to flow down and then away from the lake.

Councilmember Holden asked if the DNR had any concerns with the proposed realignment.

Acting Public Works Director Anderson stated that the DNR did not regulate sanitary sewer lines unless located within the ordinary high water mark. He reported that there were several large trees within the backyard that may have to be removed in order to install the new sewer lines and that the DNR has tree regulations that may require replacement of any trees removed.

Councilmember Holmes requested further information on the concerns that staff encountered regarding the neighbor.

Acting Public Works Director Anderson explained that the neighbor to the south was not interested in altering his sanitary sewer connection, and for this reason, the property at 3280 Sandeen Road would have to have a zig-zag connection.

Councilmember Holmes asked if the applicant had spoken with the City to see if a new home could be built on his property.

Mr. Nelson was comfortable with the fact that he would be able to build a new home on his property once the new sanitary sewer lines were in place and a new building pad was determined.

Mayor Grant was interested in reviewing the City's building codes to see if a new conforming home could be built on this property.

Community Development Director Hutmacher stated that she believed that this was a good point and stated that staff could look more closely into the setbacks and potential size of a building pad for this lot if the existing home were demolished. She then discussed the City's options for the property long-term.

Councilmember Holden did not support the zig-zag that would occur in the backyard and thought this would be a maintenance concern in the future. She stated that it would also be beneficial for the Council to have a recent comment from the neighbors.

Mr. Nelson stated that the proposed realignment of the sanitary sewer line would allow for the highest number of trees to be saved, which was the request of his neighbors. He did not believe it would benefit a future builder to build the house so close to the street.

Councilmember Holmes commented on the high cost of the realignment to the City with respect to the future maintenance of the sanitary sewer lines.

Mr. Nelson was willing to work with City staff further to straighten out the lines.

Acting Public Works Director Anderson indicated that the sharp angle in the new lines would still be a concern to staff.

Mr. Nelson discussed the new deck his neighbor to the south had constructed noting that it was located directly over the sewer line.

Mayor Grant questioned if there was any room for expansion to the back with the existing sewer line.

Acting Public Works Director Anderson estimated that the back of the existing house was 20 feet closer to the street than the sewer line was. He reported that the City would want a 10-foot easement on either side of the sewer line.

Mayor Grant stated that at this point, he was not in favor of moving the sewer line.

Councilmember Holmes agreed that she did not see the need to move the sewer line as this would become a burden to the City. She encouraged Mr. Nelson to speak with staff to see how the existing home could be expanded. She understood that the sewer on this property has been a concern for the past 20 years. She encouraged Mr. Nelson to consider reaching a compromise that does not include moving the sanitary sewer lines.

Mr. Nelson thanked the Council for their time and feedback regarding this situation.

E. Snow Plowing, Snow Removal and Ice Control Policy

Acting Public Works Director Anderson stated that the City Council approved the current Snow Plowing, Snow Removal and Ice Control Policy in 2006. Since nearly ten (10) years have elapsed since last adopted, it is appropriate to check in with the City Council to determine if the policy and implementation are providing the level of service that the Council is looking to provide to residents.

Acting Public Works Director Anderson explained that Public Works plows 30 miles of public streets, 12.6 miles of trails, four parking lots, three hockey and three pleasure rinks, as well as driveways at 11 lift stations and two water towers. The plow routes include three street routes, and one trail and walk route. Each street route is plowed by one large truck, and a small truck plows cul-de-sacs and narrow streets. Trails and walks are usually plowed by either pickup trucks or toolcats.

Acting Public Works Director Anderson indicated that the current policy is sometimes thought of as having a trigger of requiring two inches of snow to have fallen before the City considers plowing the streets. The reference to two inches of snowfall is one factor used in the decision process as to when to begin snow plowing, but it is not the test as to whether or not to plow. There are a number of factors when it comes to making decisions regarding snow plowing which include the following: accumulation, weather forecast, timing to morning and evening commutes, and what other communities are doing. Staff communicates with other agencies and municipalities leading up to and during a snow event to stay informed about how our neighbors are responding to a snow event. Some of the changes that have taken place in our procedures since the policy was adopted are as follows:

1. Shift in the use of sand/salt mixture to 100% salt with brine activation.
2. Reduction in volume of ice control materials in exchange for more plowing.
3. Addition of salt brine pretreatment prior to a snow event.

Acting Public Works Director Anderson stated that additional challenges when it comes to snow and ice control are:

1. More obstacles adjacent to walks (County Road E and County Road 96).
2. 36% increase in total walk/trail mileage in the last 10 years

Acting Public Works Director Anderson explained that another issue covered in the snow plowing policy is damage to yards and mailboxes during plowing. Public Works repairs plow sod damage with topsoil and seed in the spring. Staff does not repair salt damage or damaged sprinkler heads in the right-of-way. Damaged mailboxes will be repaired if there is a physical hit between the plow and the mailbox. If the force of the snow caused the mailbox to drop, it is the homeowners' responsibility to repair the mailbox.

Staff requested feedback from the Council on the policy.

Mayor Grant understood staff was completing a check-in with the Council. He questioned what four parking lots were plowed by staff.

Acting Public Works Director Anderson reported that the Public Works staff plows the City Hall parking lot, in addition to the lots at Ingerson, Perry and Freeway Parks.

Mayor Grant requested comments from the Council on the policy.

Councilmember Holmes supported the policy as is.

Councilmember Holden asked if the current policy would cover the sidewalk and trails within TCAAP.

Acting Public Works Director Anderson was in favor of having property owners maintaining the sidewalks within TCAAP, as was the practice within the remainder of the City.

Mayor Grant reviewed several edits to the document, noting that the City no longer uses sand and requested the mileage reference be corrected.

Councilmember McClung questioned how the salt brine was working for the City.

Acting Public Works Director Anderson reported that the salt brine was very effective and he appreciated the relationship City staff had with the County.

Councilmember Holden stated that her roadway was the last plowed after each snow event. She questioned if staff could review the route schedule to have this area completed more quickly.

Acting Public Works Director Anderson stated that he could review this but understood that staff worked to complete business and commercial plowing first before moving onto City streets. He expressed the concern that the snow plow drivers have when running by the new Goodwill Store.

Councilmember Holden did not want to have this same snow removal concern on the properties within TCAAP.

Councilmember McClung requested that no changes be made to the sidewalk policy from January to April, but that any changes to the current policy be enforced in the 2016-2017 winter season.

Councilmember Holmes agreed with this recommendation and looked forward to discussing this matter further. She believed that the City currently did a great job removing snow.

Councilmember McClung was in agreement stating that the City received few complaints from the public regarding the snow removal process.

Mayor Grant asked if the snow removal policy was located on the City's website.

Acting Public Works Director Anderson indicated that the entire policy was not posted on the website.

Mayor Grant requested that staff publish the City's snow plow policy on the City's website.

F. 2016 Employee Compensation Plan Non-Union Employees

City Clerk Dietl indicated that the City Council annually evaluates its compensation plan and determines if a cost of living adjustment (COLA) is appropriate. The 2016 budget was prepared with a 3.0% increase for non-union employees. The seasonal and part-time recreation employee compensation plan has been reviewed by staff and adjustments have been based on a memo drafted by John Anderson and Sara Grant.

Staff recommended that this item be brought to the regular City Council meeting on January 25, 2016, to approve the 2016 Employee Compensation Plan for non-union employees retroactive to January 1, 2016, as presented and the Seasonal Employee 2016 Part-time scale as presented.

Mayor Grant noted that the Council approved the union contract at 2.5% first year and 2.75% second year. He explained that the proposed 3.0% increase for non-union employees was included in the 2016 budget. However, he wanted the Council to discuss this matter further prior to recommending approval.

Councilmember Holmes supported the 3.0% increase based on the results of the 2015 pay study.

Councilmember McClung was in favor with a 2.5% increase as this would be consistent with the City's union employees.

Councilmember Holden recommended a 2.75% increase be approved for the non-union employees.

Mayor Grant supported a 2.75% increase as this would be in alignment with the union contract.

Councilmember McClung indicated that he could support a 2.75% increase as this would closely align with the union employees and other State agency increases.

Councilmember Holmes reported that she would also support a 2.75% increase.

Councilmember Holden believed that the City was on the high side for seasonal employee pay.

Acting Public Works Director Anderson discussed the difficulty the City has with hiring and keeping seasonal employees on a yearly basis. For this reason, staff is proposing a wage increase in order to attract the right people.

G. Proposed Highway 10 Median Discussion

Mayor Grant stated that during an update on projects to the City Council from MnDOT, Mark Lindeberg mentioned that as part of a MnDOT safety project, the center median on Trunk Highway 10 in front of Welsch's Big Ten Tavern and Scherer Bros. Lumber Co. will be closed permanently. He indicated that staff has been asked to draft a letter regarding this project. He is looking for feedback regarding the content of the letter, Council concerns, and who the letter should be sent to. A draft letter was included in the agenda packet as a starting point for discussion.

Councilmember Holmes explained that she traveled this highway daily and believed that the median should be closed. She believed that the intersection was extremely dangerous and noted that a Sheriff died at this location two years ago. She recommended that the Council defer to the expertise of the State on this issue. She did not believe Big Ten would suffer from the change.

Councilmember Holden understood that if MnDOT deems this intersection to be unsafe, the City would have to accept their decision. She was concerned with how the City's businesses would be adversely impacted by the proposed access change.

Councilmember McClung supported a letter being drafted to MnDOT expressing the City's concern for its local businesses and how they would be impacted by the proposed median closing. He suggested the City ask MnDOT to work with the businesses to mitigate any adverse effects of the closure. He believed that the intersection was extremely unsafe and should be closed given the high speed of traffic along Highway 10.

Councilmember Holden did not believe a letter was necessary.

Mayor Grant discussed how traffic would be rerouted to Big Ten if the median were closed.

Further discussion ensued regarding Big Ten and Scherer Brothers and how these businesses would be impacted by the traffic change.

Councilmember Holmes did not believe the City should get involved because the City was not certain as to how these businesses would be impacted, adversely or otherwise. She did not believe that the new route would be difficult for Arden Hills' residents to figure out.

Mayor Grant believed that the City had to make some sort of statement on behalf of these businesses.

Councilmember Holden did not want a lot of excess traffic driving through the manufactured home community. She wanted the safety of the children living within the community maintained. She supported a basic letter being drafted to MnDOT.

Councilmember Holmes requested that her name not be placed on this letter.

H. Council Vacancy Discussion

City Clerk Dietl indicated that the City Council has a vacancy due to the death of Robert Woodburn. The City Council advertised this vacancy and held interviews on January 11, 2016, and January 13, 2016. She requested that the Council hold a discussion to determine who will fill this vacancy and direct staff to bring this agenda item to the regular City Council meeting on January 25, 2016, to approve the appointment of the new City Councilmember for the remainder of 2016.

Mayor Grant stated that the Council candidates would be discussed by alphabetical letters.

Councilmember Holmes suggested that each of the Councilmembers write down their top three candidates on a piece of paper. She believed this would assist the Council in narrowing down the field of candidates.

The Council provided the Mayor with their top three candidates.

Councilmember Holmes and **Councilmember Holden** both supported candidates C, E and G.

Councilmember McClung recommended candidates B, C and G be considered for the Council position.

Mayor Grant's top three candidates were candidates B, C and G. He suggested that candidates A, D, and F be eliminated from consideration. The Council was in agreement.

Mayor Grant requested that the Council select their top two candidates.

Councilmember Holmes and **Councilmember Holden** were in favor of candidates C and E moving forward.

Councilmember McClung recommended candidates C and G be considered.

Mayor Grant also supported candidates C and G.

Councilmember Holmes noted that the entire Council had selected candidate C.

Mayor Grant asked the Council to select their top candidate.

Councilmember Holmes and **Councilmember Holden** both chose candidate E as their top candidate.

Councilmember McClung chose candidate C.

Mayor Grant selected candidate C as well.

Councilmember McClung suggested discussion turn to concerns and comments that the Council has about candidate C.

Councilmember Holden believed that candidate E was more involved in the community and had done research on the City that candidate C failed to do. She feared how long it would take to get candidate C up to speed.

Mayor Grant discussed the emails and the amount of research that candidate C conducted prior to him meeting with the City Council.

Councilmember Holmes believed that candidate E understood the commitment involved in the position but noted that candidate C would bring some youthfulness to the position.

Mayor Grant appreciated candidate C's energy, perspective and the way he answered questions. He recommended that the Council select candidate C for the vacancy.

Councilmember Holden questioned if meeting availability would be a concern for candidate C. She understood that he traveled often for work.

Councilmember Holmes noted candidate E's military attitude, although she believed that there would be a benefit for the City to become more involved in Beyond the Yellow Ribbon.

Councilmember Holmes supported the Council moving forward with candidate C for the vacancy.

Mayor Grant stated that he would make calls to each of the candidates and inform candidate C that he was being offered the Council seat.

Councilmember McClung suggested the Mayor encourage the other candidates to seek a position on one of the City's commissions or committees.

2. COUNCIL COMMENTS AND STAFF UPDATES

Mayor Grant discussed concerns surrounding a driveway on Arden Place. He understood that a short section of this driveway was removed and replaced in order to improve the situation. However, the homeowner was still bottoming out when entering and exiting his driveway. He stated that the homeowner has since hired a contractor, removed the driveway and had it replaced. He explained how this project fell through the cracks last fall due to the retirement of Terry Maurer. He believed that the City should be responsible for the payment of the new driveway.

Councilmember Holmes did not agree. She believed that the homeowner should have contacted staff and made an additional request to the City in order for the contractor to cover the expense. She questioned when the driveway was originally completed by the City.

Acting Public Works Director Anderson reported that the work was done as part of the 2006 PMP by URS.

Councilmember Holmes did not agree with the City covering this expense given the fact the work was originally completed 10 years ago.

Councilmember Holden agreed. She questioned if this was the original homeowner.

Mayor Grant believed this to be the case. He explained that he was not aware that the work was completed 10 years ago and understood that it would have been beneficial for the homeowner to report the problem to the City in a more timely manner.

Mayor Grant requested that the Council receive a list of complaints or matters of concern from Request Tracker along with the resolutions.

Acting Public Works Director Anderson stated that the Council may benefit more from the issues that have not been resolved.

Mayor Grant wanted to be informed on all matters of concern and the resolutions.

Discussion ensued regarding Request Tracker and how the program tracked matters of concern for the City.

City Clerk Dietl asked if any of the Council would be attending the CenturyLink meeting on January 20th. She reported that she would be attending the 10:30 to noon meeting.

Acting Public Works Director Anderson reported that the City received a request from Xcel Energy to go onto load management. He explained that the power was to be shut off and City Hall was to be run by its generator. He indicated that the generator started, but would not run due to the cold temperatures. He noted that this was just a test by Xcel Energy.

Councilmember Holden asked how this could be avoided in the future.

Mayor Grant believed the generator needed winter blend fuel.

Acting Public Works Director Anderson stated that the generator also needed to have a heater on the fuel tank to avoid the fuel from becoming gelled.

Councilmember Holden recommended that staff look into the expense of a fuel tank heater for the generator.

ADJOURN

Mayor Grant adjourned the City Council work session at 8:35 p.m.

Amy Dietl
City Clerk

David Grant
Mayor



DRAFT

Approved: February 8, 2016

**CITY OF ARDEN HILLS, MINNESOTA
REGULAR CITY COUNCIL MEETING
JANUARY 25, 2016
7:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

CALL TO ORDER/ROLL CALL

Pursuant to due call and notice thereof, Mayor David Grant called to order the regular City Council meeting at 7:02 p.m.

Present: Mayor David Grant, Councilmembers Brenda Holden, Fran Holmes, Dave McClung and Jonathan Wicklund

Absent: None

Also present: Community Development Director Jill Hutmacher; Acting Public Works Director John Anderson; Senior Planner Matthew Bachler; and City Clerk Amy Dietl

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA

Mayor Grant requested Item 6D be pulled from the Consent Agenda for discussion as Item 7A.

Councilmember Holden requested an update from staff on the City Administrator Hiring Process under Unfinished Business.

MOTION: **Councilmember Holden moved and Councilmember Holmes seconded a motion to approve the meeting agenda as amended. The motion carried unanimously (4-0).**

2. PRESENTATIONS

A. Appointment of Jonathan Wicklund to City Council – Oath of Office

Mayor Grant explained that due to the unexpected passing of Councilmember Robert Woodburn on October 2, 2015, a vacancy exists on the City Council that needs to be filled by Council appointment until an election is held. At the Council's direction, staff solicited and received applications. The City Council conducted interviews on January 11, and January 13, 2016. All

seven applicants were interviewed, and after City Council discussion on January 19, 2016, it was the consensus of the Council to appoint Jonathan Wicklund to the vacant seat.

Mayor Grant reported that more than two years remain in the unexpired term, and under state law the seat will be up for re-election in November 2016 for a special two-year term. Consequently, the appointment will run from January 2016 through December 2016.

City Clerk Dietl administered the Oath of Office to newly appointed City Councilmember Jonathan Wicklund.

Mayor Grant welcomed Councilmember Wicklund to the City Council.

B. Twin Cities North Chamber of Commerce

Todd Kruse, President/CEO of Twin Cities North Chamber of Commerce, presented the Council with information on the Twin Cities North Chamber and the services and assistance that it can provide to the City. He provided the Council with several handouts and discussed the history and role of the Chamber of Commerce. He thanked the Council for their service to the community.

Mr. Kruse discussed the focus of Twin Cities North Chamber of Commerce as being networking, advocacy, along with marketing and advertising. He thanked the Council for their time and asked for questions or comments.

Mayor Grant questioned how the Twin Cities North Chamber of Commerce related to the St. Paul Area Chamber of Commerce.

Mr. Kruse explained that there was an inherited historic relationship. He reported that both organizations collaborated on the Roseville Business Council with the City of Roseville. In addition, the groups collaborated with New Brighton and Roseville businesses.

Councilmember Holmes asked what the difference was between a Chamber of Commerce and a Business Council.

Mr. Kruse indicated that a Chamber of Commerce worked regionally where a Business Council worked locally. He discussed the work being done by the New Brighton Business Council, noting that this group met quarterly.

Councilmember Holden encouraged Mr. Kruse to attend the Arden Hills' State of the City this fall.

Mr. Kruse stated that he would be very interested in attending this community event.

Councilmember Holden questioned how the City could become more involved with the Chamber.

Mr. Kruse discussed his upcoming annual meeting along with the legislative breakfast series meetings. He encouraged the Council to attend both events. He noted that he had been active in promoting the rebranding of the TCAAP site.

Councilmember Holmes asked if Arden Hills should be considering the creation of a Business Council.

Community Development Director Hutmacher explained that the City has tried a joint Shoreview/Arden Hills Business Council in the past and attendance dwindled. Instead, staff was proposing to hold a series of several small business workshops.

Councilmember Holden thanked the Twin Cities North Chamber of Commerce for attending the Arden Hills local ribbon cutting ceremonies.

3. PUBLIC INQUIRIES/INFORMATIONAL

None.

4. STAFF COMMENTS

A. Rice Creek Commons (TCAAP) Update

Community Development Director Hutmacher stated that the Ramsey County Board of Commissioners voted to approve the TCAAP Master Plan on Tuesday, January 19, 2016. Ramsey County's approval of the Master Plan was required by the terms of the TCAAP Joint Powers Agreement in order to fully implement the TCAAP Joint Development Authority.

Community Development Director Hutmacher explained that at its meeting on January 4, 2016, the Joint Development Authority reviewed and approved the *Solicitation for Master Developer* for release on February 1, 2016.

Community Development Director Hutmacher reported that at its next meeting on February 1, 2016, the JDA will discuss the membership of the Solicitation Review Committee.

Councilmember Holden asked if the City received notification that the County Board would be reviewing and approving the Master Plan.

Community Development Director Hutmacher indicated that the County had stated they were hoping to review and approve the Master Plan as quickly as possible. She was made aware of the meeting date upon receiving requests from the County for documentation on the Master Plan the week before their meeting.

Councilmember McClung asked when the JDA meetings started.

Mayor Grant reported that the next JDA meeting would be held on Monday, February 1, 2016, at 5:30 p.m.

Councilmember Holmes requested that the County keep the City apprised of when they would be discussing TCAAP matters.

Community Development Director Hutmacher stated that she would work with the County regarding this matter.

5. APPROVAL OF MINUTES

- A. December 21, 2015, City Council Work Session
- B. December 21, 2015, Special Regular City Council

MOTION: **Councilmember McClung moved and Councilmember Holden seconded a motion to approve the December 21, 2015, City Council work session minutes; and the December 21, 2015, special regular City Council meeting minutes as presented. The motion carried unanimously (5-0).**

6. CONSENT CALENDAR

- A. Motion to Approve Consent Agenda Item - Claims and Payroll
- B. Motion to Approve Resolution 2016-005 – Approval of Posting No Parking Signs on Sandeen Road
- C. Motion to Approve Planning Case 15-025 – AT&T Wireless Antenna CUP Amendment – 3900 Bethel Drive
- ~~D. Motion to Approve Planning Case 15-026 – Development Agreement Determination Letter – 3177 Shoreline Lane~~
- E. Motion to Approve 2016 Employee Compensation Plan – Non-Union Employees
- F. Motion to Approve Ramsey Conservation District – Shared Services Agreement
- G. Motion to Approve Lake Johanna Fire Department Capital Expenditures
- H. Motion to Approve Rice Creek Commons (TCAAP) Goals and Metrics

MOTION: **Councilmember Holden moved and Councilmember Holmes seconded a motion to approve the Consent Calendar as presented and to authorize execution of all necessary documents contained therein. The motion carried unanimously (5-0).**

7. PULLED CONSENT ITEMS

- A. **Planning Case 15-026 – Development Agreement Determination Letter – 3177 Shoreline Lane**

Mayor Grant discussed the history of the property at 3177 Shoreline Lane. He stated that in 1999, the developer of the Josephine East subdivision was to escrow a certain amount of money for the cost of removing the temporary cul-de-sac and extending Shoreline Lane to the northern boundary of the subdivision. He explained that staff determined that this escrow was never collected.

Senior Planner Bachler reported this was the case, noting that there was no evidence of an escrow being collected.

Mayor Grant asked if an escrow was now going to be collected.

Senior Planner Bachler indicated that the City was not asking the new property owner to provide an escrow for these improvements. The reason for keeping the condition regarding the extension of Shoreline Lane in place was to ensure that the new property owner understands the City's intent to extend Shoreline Lane if 3187 Lexington Avenue were to be subdivided.

Mayor Grant questioned if the City typically acted as the escrow agent.

Senior Planner Bachler reported that this was the case.

Mayor Grant encouraged staff to create a checklist within the Finance Department to ensure escrows were properly tracked on behalf of the City.

Further discussion ensued regarding future assessments and escrows on this property.

Councilmember Holmes did not believe that the documentation before the Council this evening did not address any future assessments. She did not recall any talk of the City ever pushing Shoreline Lane through either.

Mayor Grant did recall discussions of past City Councils regarding the extension of Shoreline Lane. He noted that the property owners at 3177 Shoreline Lane and 3187 Lexington Avenue would be responsible for paying City assessments if Shoreline Lane were pushed through.

Senior Planner Bachler stated that he could not speculate on how the future development of this roadway would occur. In addition, he could not determine how future Council's would handle future assessments.

Councilmember McClung asked if this entire process hinged on the property at 3187 Lexington Avenue subdividing.

Community Development Director Hutmacher reported that this was the case. She stated that at this time, two neighborhoods had only one access point. For this reason, the City was proposing to push a secondary access point through at Shoreline Lane if the property at 3187 Lexington Avenue were to subdivide. She did not have an opinion on how the project would be assessed and noted that the City was not waiving its right to assess. She suggested if the Council had further questions that this item be tabled to a future meeting where the City Attorney could be in attendance.

Mayor Grant asked if the City Attorney had reviewed the proposed documents.

Community Development Director Hutmacher indicated that this was the case.

Councilmember McClung did not believe the matter had to be tabled.

MOTION: Councilmember McClung moved and Councilmember Holden seconded a motion to approve the Certificate of Completion and Release pertaining to the Development Agreement between Josephine East, LLC and the City of Arden Hills for the property at 3177 Shoreline Lane.

Councilmember Holmes was not aware that the City was considering to push through Shoreline Lane. She was concerned with the fact the City did not properly manage the escrow situation and stated that she would not be supporting this request until she had additional information from staff.

Councilmember McClung and **Councilmember Holden** removed their motion from the floor.

MOTION: Councilmember Holmes moved and Councilmember Holden seconded a motion to table action on this item to the February 8, 2016, City Council meeting. The motion carried 4-1 (McClung opposed).

8. PUBLIC HEARINGS

None.

9. NEW BUSINESS

None.

10. UNFINISHED BUSINESS

A. Update on City Administrator Hiring Process

Mayor Grant reported that he and **Councilmember Holden** sit on the Personnel Committee. This group had started the negotiation process with a City Administrator candidate and an offer was extended. He reported that the Personnel Committee was not able to come to terms with the applicant and the position was declined. This action removed the applicant from the pool.

Mayor Grant stated that another individual from a neighboring state was recommended by the consulting firm. He indicated that Interim City Administrator/Director of Finance and Administrative Services Iverson held an informal conversation with the Council regarding this matter and two were in favor of moving forward and two were not. He explained that at this time, the City may have to relist the position and create a new candidate pool for this summer.

Councilmember McClung supported the Council moving forward in this manner in order to generate a more highly qualified candidate pool.

Councilmember Holden commented that she could wait until this summer as well.

Mayor Grant indicated that the consulting search firm has stated that the candidate pool was limited at this time for City Administrator positions.

11. COUNCIL COMMENTS

Mayor Grant congratulated and welcomed Councilmember Wicklund to the City Council.

Councilmember Wicklund stated that he is looking forward to working with the City Council and indicated that he will be getting up to speed on TCAAP in the near future.

Councilmember McClung welcomed Councilmember Wicklund to the Council and looked forward to working with him.

Councilmember Holmes explained that on Saturday, January 30th from 8:45 a.m. to 9:00 a.m. there would be a ribbon cutting ceremony at the Goodwill Store. She asked if any local officials would be in attendance and noted that she would be in attendance.

Mayor Grant reported that he would be attending the ribbon cutting ceremony. He commented that Commissioner Huffman would also be in attendance.

Councilmember Holden indicated that the JDA would be discussing the makeup of the TCAAP Solicitation Review Committee. She explained that the proposed list was quite extensive. She was interested in having the group be limited to people that were part of the original process.

Councilmember McClung stated that he too was troubled by the expansive size of the review committee. He preferred that the committee be more contained as was suggested by Councilmember Holden.

Councilmember Holden asked if the City could have a red arrow turned on at Red Fox Road.

Acting Public Works Director Anderson indicated that he would speak with the County regarding this matter.

Mayor Grant commented that the JDA was putting together a review committee. He expressed concern with the lack of criteria with which the group would rate the solicitors. He stated that he would be advocating for specific criteria, one of which would be that TCAAP develops in accordance with the City's Comprehensive Plan. He thought that the County was setting an aggressive schedule for the Master Developer Solicitation process, but believed that a list of specific criteria would greatly aid in this process.

Mayor Grant encouraged the entire Council to attend the next JDA meeting on Monday, February 1st at 5:30 p.m.

Councilmember McClung indicated that the Ramsey County League of Local Government would be gathering next on Thursday, February 25th at the North St. Paul City Hall.

Councilmember Holmes encouraged the Council to find an individual that could serve as the City's Beyond the Yellow Ribbon representative.

Mayor Grant reported that the Arden Hills Foundation would be meeting on Wednesday, January 27th and Sara Grant would be the guest speaker.

ADJOURN

MOTION: **Councilmember Holden moved and Councilmember Holmes seconded a motion to adjourn. The motion carried unanimously (5-0).**

Mayor Grant adjourned the regular City Council meeting at 8:00 p.m.

Amy Dietl
City Clerk

David Grant
Mayor


MEMORANDUM

DATE: February 08, 2016
TO: Honorable Mayor and City Council Members
FROM: Sue Iverson, Acting City Administrator/Director of Finance and Admin Services,
Dave Perrault, Finance Analyst
SUBJECT: Claims & Payroll

Requested Action:

- 1. Motion to Approve Consent Agenda Item – Claims and Payroll

Supporting Documents:

Payroll

2016 Payroll #2	\$ 83,714.74
Total Payroll	\$ 83,714.74

Accounts Payable Claims Through 02/05/2016

Paid Claims (Check No 45422-Check No 45455)	\$ 77,269.61
Paid Claims (Check No 45441)	\$ 92,130.19
Total Accounts Payable	\$ 169,399.80
Total Claims	\$ 253,114.54

CITY OF ARDEN HILLS

PAYROLL # 2

CHECKS DATED: 01/29/16

Biweekly:

EMPLOYEE DEDUCTIONS	AMT.	CITY BENEFIT	Payment Method
FTT	5,931.60		EFT
SIT	2,480.01		EFT
FICA Oasdi	4,302.30	4,302.20	EFT
FICA Medicare	1,006.18	1,006.18	EFT
TOTAL TAXES	13,720.09	5,308.38	
Health Premium	2,079.53	0.00	A/P Check*
Dental Premium		0.00	A/P Check*
FSA Health Care Reimb.	133.33		A/P Check*
FSA Dependent Care Reimb.	558.33		A/P Check*
TOTAL FLEXIBLE SPENDING	2,771.19	0.00	
HSA Health Saving	627.59		
Health Care Savings Plan			EFT
Health Care Savings Plan-2%	283.15		EFT
Health Care Savings Plan-4%	544.07		EFT
TOTAL HEALTH SAVINGS	1,454.81	0.00	
PERA	3,930.04	4,534.65	EFT
ICMA	1,389.40	0.00	EFT
Central Pension Fund-Union	614.40		A/P Check*
MN State Retirement System	687.41		EFT
TOTAL RETIREMENT	6,621.25	4,534.65	
IUOE 49 Dues (Union)	134.00		A/P Check*
LTD/STD Insurance			A/P Check*
PERA Life Insurance	32.00		A/P Check*
Life/Addl/Dep Life	117.40		A/P Check*
Public Employee Long Term Care	93.72		A/P Check*
UNUM	42.55		A/P Check*
AFLAC	252.74		EFT
Avesis-Vision Care	5.43		A/P Check*
TOTAL VOLUNTARY	677.84	0.00	
Total Employee Deductions	25,245.18		
Net Payroll	0.00		
Direct Deposit	48,493.94		EFT
Gross Payroll Tie-Out	73,870.71		
STD/LTD Gross - Up	0.00		
Plus City Paid Benefit	9,843.03		
ICMA Benefit Held	0.00		
TOTAL PAYROLL COST	83,713.74		

FICA TIE-OUT	
Gross Payroll	73,870.71
Less Total FSA	2,771.19
Plus Employer Match ICMA	0.00
Plus ICMA Benefit Held	0.00
Net P/R Subject to FICA	71,099.52
FICA Oasdi @ 6.20%	4,302.30
FICA Medicare @ 1.45%	1,006.18

Note: Federal and State Payroll Tax obligations are satisfied by means of utilizing the "Taxtel" Electronic Tax Deposit Service. Transfers are typically made two business days after the payroll date.

* A/P Checks can be found on the *ACCOUNTS PAYABLE Check Approval* report. Checks may be paid this week or the following week.

Accounts Payable

Checks by Date - Detail by Check Date

User: dave.perrault
 Printed: 2/4/2016 1:55 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0320 63483107 63483107	Health Partners Feb 16 Dental Premium Feb 16 Dental Premium	01/29/2016 Feb 16 Dental Premium Feb 16 Dental Premium	 91.25 1,309.46
Total for this ACH Check for Vendor 0320:				1,400.71
ACH	0387 PR2ICMA PR2ICMA	ICMA Retirement Trust- #302482 PR Batch 00200.01.2016 ICMA Employee Dedu PR Batch 00200.01.2016 ICMA Employee Perce	01/29/2016 PR Batch 00200.01.2016 ICM PR Batch 00200.01.2016 ICM	 775.00 745.99
Total for this ACH Check for Vendor 0387:				1,520.99
ACH	0750 9758465031	Verizon Wireless Jan Verizon Charges	01/29/2016 Jan Verizon Charges	 120.08
Total for this ACH Check for Vendor 0750:				120.08
ACH	1001 196110738032	Sprint/Nextel Communications Jan 16 Charges	01/29/2016 Jan 16 Charges	 169.28
Total for this ACH Check for Vendor 1001:				169.28
ACH	1041 JANTHELEN	Aaron Thelen Expense Report Reimb	01/29/2016 Expense Report Reimb	 49.84
Total for this ACH Check for Vendor 1041:				49.84
ACH	12018 10109	Achieve Services Shredding Services	01/29/2016 Shredding Services	 27.00
Total for this ACH Check for Vendor 12018:				27.00
ACH	5587 INV031585	CES Imaging Jan 2016 Plotter Rental	01/29/2016 Jan 2016 Plotter Rental	 60.00
Total for this ACH Check for Vendor 5587:				60.00
ACH	JOHC 128156366127 128156765009	Johnson Controls Jan Services Jan Services	01/29/2016 Jan Services Jan Services	 1,308.00 4,539.00
Total for this ACH Check for Vendor JOHC:				5,847.00
45422	0147 15070040 15070332 15080216 6130 6139	ISD 621-Mounds View Community Ed Facility Use Facility Use Facility Use Facility Use Facility Use	01/29/2016 Facility Use Charges Facility Use Charges Facility Use Charges Facility Use Charges Facility Use Charges	 12.00 63.75 184.00 51.00 348.20
Total for Check Number 45422:				658.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
45423	0495 542 545	Lake Johanna Fire Department Inc. Capital Expense Capital Expense	01/29/2016 Capital Expenses Capital Expenses	 954.17 6,037.25
Total for Check Number 45423:				6,991.42
45424	0600 3158216	315800-NCPERS Minnesota Jan Premium	01/29/2016 Feb 16 Premium	 128.00
Total for Check Number 45424:				128.00
45425	6047 1222457	Avesis Third Party Administrators, Inc Feb 16 Premium	01/29/2016 Feb 16 Premium	 21.72
Total for Check Number 45425:				21.72
45426	canon 15668914 15668914	Canon Financial Services Copier Lease Copier Lease	01/29/2016 Copier Lease Copier Lease	 214.42 1,215.08
Total for Check Number 45426:				1,429.50
45427	0651 BSD3316	CDW Government, Inc. Tech Supplies	01/29/2016 Tech Supplies	 2,890.79
Total for Check Number 45427:				2,890.79
45428	CPF1 CPFJAN	Central Pension Fund January Contributions	01/29/2016 January Contributions	 1,228.80
Total for Check Number 45428:				1,228.80
45429	1033 44271 012016	Comcast Jan Comcast Services	01/29/2016 Jan 2016 Services	 6.31
Total for Check Number 45429:				6.31
45430	0841 20160127Ehlers	Ehlers & Associates, Inc. Streff Event Registration	01/29/2016 Streff Event Registration	 280.00
Total for Check Number 45430:				280.00
45431	4470 2016FEBPREMIUM	GLTC Premium Payments Feb Premium	01/29/2016 Feb 16 Premium	 187.44
Total for Check Number 45431:				187.44
45432	9009 3079602	International Code Council, Inc Attn Memb Member Dues	01/29/2016 Member Dues	 135.00
Total for Check Number 45432:				135.00
45433	6252 1886446610	Office Depot Office Supplies	01/29/2016 Office Supplies	 56.76
Total for Check Number 45433:				56.76
45434	3673 PC15012RELEASE	Paul Meyer Architects Escrow Release PC 15-012	01/29/2016 Escrow Release PC 15-012	 1,615.92
Total for Check Number 45434:				1,615.92
45435	0003	PermitWorks	01/29/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20160004	2016 Support Agreement	2016 Support Agreement	3,585.00
	20160004	2016 Support Agreement	2016 Support Agreement	300.00
	20160004	2016 Support Agreement	2016 Support Agreement	1,495.00
	20160004	2016 Support Agreement	2016 Support Agreement	295.00
Total for Check Number 45435:				5,675.00
45436	0298 7212665JA16	Pitney Bowes-Meter Service Postage Lease PB	01/29/2016 Postage Lease PB	1,241.34
Total for Check Number 45436:				1,241.34
45437	2151 108116AE 108116AE 108116AE 108116AE	Ramsey Conservation District For Q4 GE Expenses For Q4 GE Expenses For Q4 GE Expenses For Q4 GE Expenses	01/29/2016 For Q4 GE Expenses For Q4 GE Expenses For Q4 GE Expenses For Q4 GE Expenses	162.45 4,055.03 227.65 248.80
Total for Check Number 45437:				4,693.93
45438	0751 309733 309734	Short Elliott Hendrickson, Inc. Escrow Expenses PW 12 0029 002 04 / 12 0029 Escrow Expenses PW 12 0029 003 05	01/29/2016 Escrow Expenses PW 12 0029 Escrow Expenses PW 12 0029	2,013.65 407.30
Total for Check Number 45438:				2,420.95
45439	0327 3289689362	Staples Business Advantage Office Supplies	01/29/2016 Office Supplies	42.04
Total for Check Number 45439:				42.04
45440	0576 M21846 M21846 M21846	TimeSaver Off Site Secretarial Recording Fees Recording Fees Recording Fees	01/29/2016 Recording Fees Recording Fees Recording Fees	303.50 136.00 203.00
Total for Check Number 45440:				642.50
Total for 1/29/2016:				39,541.27
ACH	0189 6000159 6000159	Gopher State One-Call, Inc. 2016 Annual Fee 2016 Annual Fee	02/04/2016 2016 Annual Fee 2016 Annual Fee	50.00 50.00
Total for this ACH Check for Vendor 0189:				100.00
ACH	0192 9003347193	Grainger, Inc Shop Materials	02/04/2016 Shop Materials	21.13
Total for this ACH Check for Vendor 0192:				21.13
ACH	0285 487179538	Xcel Energy Jan Utility Charges	02/04/2016 Jan Utility Charges	2,160.00
Total for this ACH Check for Vendor 0285:				2,160.00
ACH	0339 0179201	Ferguson Waterworks 2516 Repairs/Maint	02/04/2016 Repairs/Maint	87.93
Total for this ACH Check for Vendor 0339:				87.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	1330 0216NN01	MN CLN SERVICES LLC January Services	02/04/2016 January Services	1,478.75
Total for this ACH Check for Vendor 1330:				1,478.75
ACH	6060 028-456006	Batteries Plus Shop Materials	02/04/2016 Shop Materials	59.85
Total for this ACH Check for Vendor 6060:				59.85
ACH	0329 2015Christ	Michael Christofore 2015 Expense Report	02/04/2016 2015 Expense Report	149.34
Total for this ACH Check for Vendor 0329:				149.34
ACH	0731 71589	MIDWAY FORD Repairs/Maint	02/04/2016 Repairs/Maint	28.06
Total for this ACH Check for Vendor 0731:				28.06
ACH	1125 0186239	Bolton & Menk, Inc. Professional Services	02/04/2016 Professional Services	1,260.00
Total for this ACH Check for Vendor 1125:				1,260.00
ACH	6349 15-020	Mary Nosek Desktop Publishing Expenses	02/04/2016 Desktop Publishing Expenses	160.00
Total for this ACH Check for Vendor 6349:				160.00
45441	0811 SHRFL-001464	Ramsey County January Sheriff Contract	02/04/2016 January Sheriff Contract	92,130.19
Total for Check Number 45441:				92,130.19
45442	AMPU 754028	APWA Anderson Renewal	02/04/2016 Anderson Renewal	230.00
Total for Check Number 45442:				230.00
45443	0131 693204	Beisswenger's How-To Store Shop Materials	02/04/2016 Shop Materials	37.64
Total for Check Number 45443:				37.64
45444	UB*00154	James Clark Refund Check	02/04/2016	51.79
Total for Check Number 45444:				51.79
45445	UB*00156	David & Sara Frankson Refund Check	02/04/2016	19.30
Total for Check Number 45445:				19.30
45446	0176 068748A	Frattallone's Hardware, Inc. Small Tools	02/04/2016 Small Tools	8.58
Total for Check Number 45446:				8.58
45447	0447 20160205PREM 20160205PREM	I.U.O.E Local 49 Benefit Fund-Insurance March Premium March Premium	02/04/2016 March Premium March Premium	1,250.00 8,880.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 45447:	10,130.00
45448	UB*00155	Johanna Shores/Rental Refund Check	02/04/2016	50.19
			Total for Check Number 45448:	50.19
45449	0155 W15120680	Office of MN IT Services MN.IT Charges	02/04/2016 MN.IT Charges	785.14
			Total for Check Number 45449:	785.14
45450	3071 302809	Peoples Electric Company Lighting Cummings Park Skating Rink	02/04/2016 Lighting Cummings Park Ska	2,152.49
			Total for Check Number 45450:	2,152.49
45451	0327 3290423131	Staples Business Advantage Office Supplies	02/04/2016 Office supplies	1,374.27
			Total for Check Number 45451:	1,374.27
45452	5180 S226392-IN	Tessman Seed Co. ICEMELT	02/04/2016 ICEMELT	460.00
			Total for Check Number 45452:	460.00
45453	9755 9758678753	Verizon Networkfleet Inc Verizon Charges	02/04/2016 Verizon Charges	964.56
			Total for Check Number 45453:	964.56
45454	5443 113850	Metro Products, Inc. Street Sign Materials	02/04/2016 Street Sign Materials	60.78
			Total for Check Number 45454:	60.78
45455	0811 PUBW-0152288 PUBW-015273 PUBW-015284 PUBW-015284	Ramsey County December 15 Salt/sand Expenses December 15 Fuel Expenses December 15 Parts/Labor Expenses December 15 Parts/Labor Expenses	02/04/2016 December 15 Salt/sand Expen December 2015 Fuels December 15 Parts/Labor Exp December 15 Parts/Labor Exp	6,470.20 3,512.94 4,715.00 1,200.40
			Total for Check Number 45455:	15,898.54
			Total for 2/4/2016:	129,858.53
			Report Total (52 checks):	169,399.80



ARDEN HILLS
MEMORANDUM

DATE: February 08, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator/Director of Finance and Admin Services

FROM: Dave Perrault, Finance Analyst

SUBJECT: Lake Johanna Fire Department Capital Expenditures

Budgeted Amount:
\$21,663

Actual Amount:
\$24,207.31

Funding Source:
Public Safety Capital

Background

The City has received two invoices from the Lake Johanna Fire Department (LJFD) for capital expenditures in 2015 (Attachment A). These invoices relate to capital equipment expenditures which were included and approved in the 2015 budget.

The total LJFD budgeted cost for these items was \$87,000 and the actual cost is \$97,218.11. Arden Hills’ budget share for these items in the Public Safety Capital account was \$21,663 (or 24.9%) and the actual cost is \$24,207.31.

Invoice #547 is for the maintenance of Station #2’s sidewalk (Station Capital). The Arden Hills budget for this expenditure was \$1,245. Our actual expenditure is \$1,489.02.

Invoice #552 is for maintenance of Station #3’s driveway/parking lot (Station Capital). The Arden Hills budget for this expenditure was \$20,418. Our actual expenditure is \$22,718.29.

Council Action Requested

1. Motion to approve a payment in the amount of \$24,207.31 to the Lake Johanna Fire Department, which is the City’s share of the capital expenditures for the station capital expenditures.

Attachment

Attachment A: Invoice #547 and Invoice #552

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

Attachment A

Invoice

Date	Invoice #
12/31/2015	547

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

RECEIVED
 JAN 25 2016
 City of Arden Hills

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Station Capital Budget 2015 Station 2, Line #2 Sidewalk south side This is 24.9% of the actual paid \$5980.00.	1,489.02	1,489.02
THANK YOU!		Total	\$1,489.02

Lake Johanna Fire Dept. Inc.
 Shoreview, MN 55126
 5545 Lexington Ave. No.

RECEIVED

JAN 25 2016

City of Arden Hills

Invoice

Date	Invoice #
12/31/2015	552

Bill To
City of Arden Hills 1245 West Highway 96 Arden Hills, MN 55112

P.O. No.	Terms	Project
Per Capitol Budget	DUE UPON RECIEPT	

Quantity	Description	Rate	Amount
1	Reimbursement of Station Capital Budget 2015 Station 3, Line Item #7 - Replace Driveway/Parking lot This is 24.9% of the actual paid \$91,238.11.	22,718.29	22,718.29
THANK YOU!		Total	\$22,718.29



DATE: February 8, 2016
TO: Honorable Mayor and City Councilmembers
Susan Iverson, Acting City Administrator
FROM: John Anderson, Acting Public Works Director
SUBJECT: 2 Door Pickup Truck Purchase

Budgeted Amount:
\$35,000

Actual Amount:
\$34,268.68

Funding Sources:
Equipment/Building
Replacement Fund

Requested Action

Authorize the purchase of a Ford F350 Gas 2 door chassis from Midway Ford and the outfitting of the chassis with a lift gate, plow mount, back rack, strobe light at Crysteel for a total cost of \$34,268.68. The Council is also requested to authorize sending the 2004 Ford F-250 (Unit 213) to auction in the fall of this year once the new truck has arrived.

Discussion

The 2016 Capital Improvement Plan (CIP) includes an item for the replacement of the 2004 Ford F-250 (Unit 213). A copy of the detailed sheet from the CIP is attached.

The City of Arden Hills maintains a free membership in the Minnesota Cooperative Purchasing Venture Program. This allows the City to participate in the State specifications and bid prices, resulting in the City paying the same amount for a single piece of equipment as the State does for numerous pieces.

The 2016 CIP has an estimated budget for the purchase of the new 2 door truck of \$35,000. The trade in value has not been estimated but any amount recouped at auction for the old truck will reduce the net amount of this replacement cost. Midway Ford is the State vendor for the Ford F-350 truck chassis. The State contract price (including tax) for the 2 door chassis is \$28,905.22 (a copy of the quote from Midway Ford is attached). Crysteel of St. Paul is a State contract vendor for outfitting the chassis. The outfitting would include a lift gate, plow mount, back rack, and strobe light. The total cost from the State contract for the outfitting is \$5,364.36 (a copy of the quote from Crysteel is attached). This Truck is a F-350 chassis and is replacing a F-250 chassis. Public Works determined a number of years ago that the F-250 chassis is not built heavy enough

to handle the day to day work load and future purchases of trucks should be a minimum of a F-350 Chassis

Finally, the 2004 Ford F-250 (Unit 213) that this new truck is replacing would be sent to auction after we take delivery of the new vehicle and closer to fall when prices for 4 wheel drive trucks are generally the highest.

Attachments

Attachment A: Equipment CIP

Attachment B: Copy of the quote from Midway Ford

Attachment C: Copy of the quote from Crysteel

Attachment A

Capital Improvement Plan City of Arden Hills, Minnesota

2016 thru 2020

Department Equipment
Contact Public Works Director
Type Equipment
Useful Life 10-12
Category Vehicles
Priority 3 Important

Project # **14-EqpV-010**
Project Name **Replace 2004 F-250 Pick-up Truck (Unit 213)**

Description	Total Project Cost: \$35,000
Replace Pick Up truck #213, 2004 F-250 Vin #1FTNF21L24EB72967	

Justification
Truck will be 12 years old in 2016, Pick up trucks are programmed to be replaced on 10-12 year cycle. This vehicle is an F-250 and future pick up trucks are scheduled to be F-350 as they are made more for commercial use.
Milage 83,007 (2015) Annual Repair Costs: 2006 - \$89.75 2007 - \$132.61 2008 - \$1,775.15 2009 - \$425.59 2010 - \$80.26 2011 - \$48.51 2012 - \$934.95 2013 - \$2,865 2014- \$156 2015 - \$162
Will be monitored and adjusted based on mileage and repairs.

Expenditures	2016	2017	2018	2019	2020	Total
Equip/Vehicles/Furnishings	35,000					35,000
Total						35,000

Funding Sources	2016	2017	2018	2019	2020	Total
Equipment/Building Replacement Fund	35,000					35,000
Total						35,000

Budget Impact/Other
Reduced maintenance costs.

Budget Items	2016	2017	2018	2019	2020	Total
Equipment and Vehicle repair costs	-200					-200
Total						-200

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
 tswanson@rosevillemidwayford.com

Fax # 651-604-2936

Attachment B

T79 Contract # 74463
2016 F350 4x4 Regular Cab 8' Box

Standard

Automatic Transmission
 Dual Front Air Bags
 AM/FM Radio
 Tow Hitch
 Tilt Wheel

40/20/40 Vinyl Front Seat
 Standard Base Upholstery
 4-Wheel ABS Brakes
 Air Conditioning
 LT245/75r17 E All Season Tires

Front Tow Hooks
 Rubber Floor Covering
 Black Bumpers w/Rear Step
 Matching Full Size Spare Tire
 6.2L V8 E85

Options	Code	Price	Select	Exterior Colors		Select
E-Locking 3.73 Axle	X3E	\$333	X	Blue Jeans Metallic	N1	
Cloth 40/20/40 Seat	1S	\$85	X	Race Red	PQ	
Brake Controller	52B	\$230	X	Green Gem Metallic	W6	
Running Boards	18B	\$273	X	Caribou Metallic	H5	
Upfitter Switches	66S	\$107	X	Tuxedo Black Metallic	UH	
Power Group	90L	\$763	X	Magnetic Metallic	J7	
Camper Package	471	\$137	X	Ingot Silver Metallic	UX	
LT245/75r17E AT Tires	TBM	\$141	X	Oxford White	YZ	
200 Amp Alternator	67D	\$64	X	Interior Colors		
Snow Plow Prep	473	\$73	X	Steel only (color for XL)		
				Extended Service Contracts		
				5yr/100000m F250/350 Gas 4x2	885	
				5yr/100000m F250/350 Gas 4x4	1015	
				5yr/100000m F250/350 Diesel 4x2	935	
				5yr/100000m F250/350 Diesel 4x4	1080	
Option Total		\$2,206				

Base Price	Totals
6.2L V8	\$24,756.70
Options Price Totals	\$2,206.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	
Other	
Document fee	
Sub total per vehicle	\$26,982.70
Number of Vehicles	1
Grand Total for all units	\$26,982.70

More time and mileage options available

You must have a active FIN code to participate in this purchase contract : FIN code # _____

Purchase Order required prior to order placement
 Payment due upon agreed vehicle acceptance

Name of Organization _____

Address _____

City, State, Zip _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Midway Ford Acceptance Signature _____ **Date** _____

Acceptance Signature _____

Print Name and Title _____ Date _____



5 HUN a Ybh7

1130 73rd Avenue NE
Fridley, MN 55432
(763) 571-1902
1-800-795-1280
Fax # (763) 571-5091

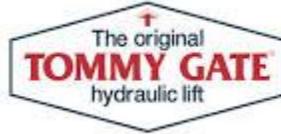
Highway 60 East
Lake Crystal, MN 56055
(507) 726-6041
1-800-722-0588
Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

January 22, 2016

Joe Mooney
City of Arden Hills
1450 West Hwy 96
Arden Hills, MN 55112



Crysteel Truck Equipment is pleased to submit this estimate for a Tommy Lift Gate and accessories for your approval. Contract Release T-763(5). Contract No 73055.

Tommy Gate

Table with 2 columns: Item description and Price. Items include G2Dual Drive Series, PN G2-60-1342EA38, Pickup Applications, Ford, 1300 Capacity, Price (\$2,672.27), and Installation of Lift gate (\$428.84).

Options

Table with 2 columns: Item description and Price. Items include Paint to match (no BC / CC) (\$523.47), For BC / CC (\$131.75), Light Kit 2-light add-on G2 (\$396.89), LED light kit 2-light add-on G2 (\$515.24), Remote Pendant Control (\$147.94), Dual control (remote Pendant) (\$274.35), Rubber platform bumpers (\$28.24), and In cab shut off (\$177.68).

Backrack

Table with 2 columns: Item description and Price. Items include Backrack Part # 15001 (\$203.35), Bracket Part # 30201 (\$Included), and Installation of Backrack (\$187.50).

Buyers

Hexagonal Mini Light Bar
8.25" x 15.25"

Part # 8891060 \$239.00
Installation of Strobe \$150.00

Boss Snow Plow

Mount
Part # LTA9060B \$535.50
Wiring Harness
Part # MSC15100 \$441.00
Headlight Harness
Part # MSC9993 \$56.16
Installation of Boss products \$450.00

Bumper and Winch Combo

Fab four Premium bumper
Part # FS11A25511
Ramsey Patriot 15000#
Part # 109159
Installed \$5,339.57

Sincerely,

Ryan Henry
Municipal Parts and Sales
Crysteel

- All prices are subject to applicable taxes
- Quotes are good for 30 days





DATE: February 8, 2016
TO: Honorable Mayor and City Councilmembers
Susan Iverson, Acting City Administrator
FROM: John Anderson, Acting Public Works Director
SUBJECT: 4 Door Pickup Truck Purchase

Budgeted Amount:
\$44,000

Actual Amount:
\$41,487

Funding Sources:
Equipment/Building
Replacement Fund

Requested Action

Authorize the purchase of a Ford F350 Gas 4 door chassis from Midway Ford and the outfitting of the chassis with a lift gate, winch, back rack, strobe light at Truck Utilities Inc. for a total cost of \$41,487.33. The Council is also requested to authorize sending the 2005 Ford F-350 (Unit 401) to auction in the fall of this year once the new truck has arrived.

Discussion

The 2016 Capital Improvement Plan (CIP) includes an item for the replacement of the 2005 Ford F-350 (Unit 401). A copy of the detailed sheet from the CIP is attached.

The City of Arden Hills maintains a free membership in the Minnesota Cooperative Purchasing Venture Program. This allows the City to participate in the State specifications and bid prices, resulting in the City paying the same amount for a single piece of equipment as the State does for numerous pieces.

The 2016 CIP has an estimated budget for the purchase of the new 4 door truck of \$44,000. The trade in value has not been estimated but any amount recouped at auction for the old truck will reduce the net amount of this replacement cost. Midway Ford is the State vendor for the Ford F-350 truck chassis. The State contract price (including tax) for the 4 door chassis is \$32,266.80 (a copy of the quote from Midway Ford is attached). Truck Utilities Inc. of St. Paul is a State contract vendor for outfitting the chassis. The outfitting would include a lift gate, winch, back rack, and strobe light. The total cost from the State contract for the outfitting is \$9,131.80 (a copy of the quote from Midwest Truck Utilities Inc. is attached).

Finally, the 2005 Ford F-350 (Unit 401) that this new truck is replacing would be sent to auction after we take delivery of the new vehicle and closer to fall when prices for 4 wheel drive trucks are generally the highest.

Attachments

Attachment A: Equipment CIP

Attachment B: Copy of the quote from Midway Ford

Attachment C: Copy of the quote from Truck Utilities

Attachment A

Capital Improvement Plan City of Arden Hills, Minnesota

2016 thru 2020

Department Equipment
Contact Public Works Director
Type Equipment
Useful Life 10-12
Category Vehicles
Priority 3 Important

Project # **16-EqpV-005**
Project Name **Replace 2005 F-350 One-Ton Truck (Unit 401)**

Total Project Cost: \$44,000

Description

Replace unit #401 2005 one-ton 4-door diesel truck
Vin # 1FTWW31PX6EA41754
Milage 85,584 (2015)
This truck is equiped with a tailgate lift and winch

Justification

This truck will be 11 years old in 2016, equipment replacement guidelines recommend replacment on a 10-12 year cycle. This truck is heavily used by summer staff hauling trailers for our mow crew. This truck enables us to transport two to five staff members at one time.

2011 - \$3,264
2012 - \$1,363
2013 - \$4,176
2014 - \$326
2015 -\$720

Expenditures	2016	2017	2018	2019	2020	Total
Equip/Vehicles/Furnishings	49,000					49,000
Estimated Trade-In Value	-5,000					-5,000
Total	44,000					44,000

Funding Sources	2016	2017	2018	2019	2020	Total
Equipment/Building Replacement Fund	44,000					44,000
Total	44,000					44,000

Budget Impact/Other

Midway Ford Commercial
Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



Travis Swanson
 651-343-5212
tswanson@rosevillemidwayford.com

Fax # 651-604-2936

T82 Contract # 74463
2016 F350 4x4- Crew Cab- 6.5 Box

Attachment B

Standard

Automatic Transmission
Dual Front Air Bags
AM/FM Radio
Tow Hitch
Tilt Wheel

40/20/40 Vinyl Front Seat
Standard Base Upholstery
4-Wheel ABS Brakes
Air Conditioning
LT245/75r17 E All Season Tires

Front Tow Hooks
Rubber Floor Covering
Black Bumpers w/Rear Step
Matching Full Size Spare Tire
6.2L V8 E85

Options	Code	Price	Select	Exterior Colors	N1	PQ	W6	H5	UH	J7	UX	YZ		
E-Locking 3.73 Axle	X3E	\$333	X	Blue Jeans Metallic	N1									
Cloth 40/20/40 Seat	1S	\$85	X	Race Red		PQ								
Brake Controller	52B	\$230	X	Green Gem Metallic			W6							
Running Boards	18B	\$273	X	Caribou Metallic				H5						
Upfitter Switches	66S	\$107	X	Tuxedo Black Metallic					UH					
Power Group	90L	\$763	X	Magnetic Metallic						J7				
Camper Package	471	\$137	X	Ingot Silver Metallic							UX			
LT245/75r17E AT Tires	TBM	\$141	X	Oxford White								YZ		
200 Amp Alternator	67D	\$64	X	Interior Colors										
				Steel only (color for XL)										
				Extended Service Contracts								Cost	Select	
				5yr/100000m F250/350 Gas 4x2								\$885		
				5yr/100000m F250/350 Gas 4x4								\$1,015		
				5yr/100000m F250/350 Diesel 4x2								\$935		
				5yr/100000m F250/350 Diesel 4x4								\$1,080		
Option Total		\$2,133												

Base Price	Totals
6.2 L E85 Gas	\$27,892.70
Options Price Totals	\$2,133.00
Extended Warranty	
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	
Other	
Document fee	\$75.00
Sub total per vehicle	\$30,120.70
Number of Vehicles	1
Grand Total for all units	\$30,120.70

More time and mileage options available

You must have a active FIN code to participate in this purchase contract : FIN code # _____

Purchase Order required prior to order placement

Payment due upon agreed vehicle acceptance

Name of Organization _____

Address _____

City, State, Zip _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Midway Ford Acceptance Signature _____ **Date** _____

PO # _____

Acceptance Signature _____

Print Name and Title _____ **Date** _____

TRUCK UTILITIES INC.



5 HUN a Ybh7

2370 English Street at Highway 36 St. Paul, Minnesota 55109 - 2098 (651) 484-3305 Fax: (651) 484-0076

May 29, 2015

City of Arden Hills Truck Utilities is on the state Bid with following equipment.
Attn: Joe Mooney
E:Mail. Joe.mooney@ci.arden-hills.mn.us
Phone# 651-755-0211

Below equipment designed for 56"ca single rear wheel truck.

ONE (1) TOMMY GATE LIFTGATE:

Model: G2-60-I342-EA38

Application: 2015 Ford ¾ ton pickup

Capacity: 1300 lbs

Platform size: 55" x 38" including 6" tapered ramp EXTRUDED ALUM CONST.

Power source: Electric hydraulic pump

Finish Paint Black: Included

Base price includes installation and freight to St. Paul

\$ 3,413.00 Net State Contract pricing
Both Trucks

Note use customer's receiver tube hitch

OPTIONS/ADDITIONS:

Furnish and install cab/window shield "Back Rack", Price includes

(1) one strobe mount at center.

\$ 456.00 Both Trucks

Furnish and install (1) one Whelen LED amber strobe model# R2LPHPA
at top of back rack, hookup to switch in cab.

\$ 762.00 Both Trucks

Custom aluminum front winch bumper with 12,000lbs winch, installed.

\$ 4,500.00 4 Door only

Sales tax not included

If you have any questions, please feel free to contact me.

Sincerely;
Charlie Miller

Your truck equipment specialists
www.truckutilities.com



MEMORANDUM

DATE: February 8, 2016

TO: Honorable Mayor and City Council members
Susan Iverson, Acting City Administrator

FROM: John Anderson, Acting Public Works Director

SUBJECT: Hot Box Purchase

Budgeted Amount:
\$30,000

Actual Amount:
\$28,410

Funding Sources:
Equipment/Building
Replacement Fund

Requested Action

Authorize the purchase of a 4 Ton Hot Box. The Council is also requested to authorize sending the 2004 – 2 ton hot box (Unit 112) to auction as soon as the new hot box arrives.

Discussion

The 2016 Capital Improvement Plan (CIP) includes an item for the replacement of the 2004 – 2 Ton Hot box. A copy of the detailed sheet from the CIP is attached.

The City of Arden Hills maintains a free membership in the Minnesota Cooperative Purchasing Venture Program. This allows the City to participate in the State specifications and bid prices, resulting in the City paying the same amount for a single piece of equipment as the State does for numerous pieces.

The 2016 CIP has an estimated budget for the purchase of the new 4 Ton Hot box of \$30,000. The trade in value has been estimated at \$2,000. Stepp Manufacturing has State contract price (including tax) for the 4 Ton Hot Box is \$28,410.00 (a copy of the quote from Stepp Manufacturing is attached).

The Hot Box is used to transport asphalt patching material and has the ability to keep the material at the required temperature for placing hot patch material in potholes and small street repairs. Replacing the 2 Ton capacity Hot Box with a 4 Ton capacity will greatly reduce drive time spent picking up materials for road and pothole patching.

The current 2004 Hot Box (Unit 112) would be sent to auction after we take delivery of the new larger capacity hot box.

Attachments

Attachment A: Equipment CIP

Attachment B: Copy of the quote from Stepp Manufacturing

Attachment A

Capital Improvement Plan City of Arden Hills, Minnesota

2016 thru 2020

Department Equipment
Contact Public Works Director
Type Equipment
Useful Life 10-12
Category Equipment: Public Works
Priority 3 Important

Project # 16-Eqp-007
Project Name Replace 2004 Hotbox (Unit 112)

Total Project Cost: \$28,000

Description

Replace unit 112 the 20004 Hotbox use for bituminous patching

Justification

Current Hot Box is 2 CY, plan to replace with 4 CY version. This will make the crews more efficient as they can work for most of the day without shutting down to go get more hot mix. Each year more time is spent on bituminous repair as the streets age.

Repairs
2011 \$252
2014 \$543
2015 \$1,126

Expenditures	2016	2017	2018	2019	2020	Total
Equip/Vehicles/Furnishings	30,000					30,000
Estimated Trade-In Value	-2,000					-2,000
Total	28,000					28,000

Funding Sources	2016	2017	2018	2019	2020	Total
Equipment/Building Replacement Fund	28,000					28,000
Total	28,000					28,000

Budget Impact/Other

VENDOR NAME: Stepp Manufacturing Co., Inc.
 MAKE/MODEL: Stepp SPH

Pothole Patch/Recycler

Attachment B

Spec #	Description	Qty	Price	Subtotal
1.0	Price for Pothole Patch/Recycler base unit:			
	Base unit is gravity fed and includes one LP burner, electric brakes, and a 2 light system			
1.1	SPH-1.5 (2 ton)	1	\$ 11,849.00	\$ 11,849.00
2.0	Hopper Options:			
2.1	SPH-2.0 (3 ton)		\$ 2,820.00	\$ -
2.2	SPH-3.0 (4 ton)	1	\$ 3,788.00	\$ 3,788.00
2.3	Platform with Railing and Steps (not available with tack tank)	1	\$ 468.00	\$ 468.00
3.0	Burner/Heater Options:			
3.1	Constant Ignition for LP Burner OR		\$ 423.00	\$ -
3.2	Spark Ignition w/ Auto Temperature Controls for LP Burner		\$ 1,726.00	\$ -
3.3	- Extra Bottle Rack (one comes standard)		\$ 178.00	\$ -
3.4	- 100# LP Cylinder		\$ 361.00	\$ -
3.5	- Mounted LP Bottle		\$ 1,308.00	\$ -
3.6	Diesel Burner with Auto Temperature Controls	1	\$ 4,441.00	\$ 4,441.00
3.7	- Diesel Burner Enclosure	1	\$ 445.00	\$ 445.00
3.8	- 7 Day 24 Hr Diesel Burner Timer		\$ 445.00	\$ -
3.9	Electric Overnight Heat 110V 1500W		\$ 1,334.00	\$ -
4.0	Torch/Sprayer Options:			
4.1	LP Hand Torch with 20# LP Bottle	1	\$ 415.00	\$ 415.00
4.2	Washdown System	1	\$ 674.00	\$ 674.00
5.0	Hose Reel Options:			
5.1	Hose Reel for Hand Torch	1	\$ 743.00	\$ 743.00
5.2	Hose Reel for Washdown		\$ 505.00	\$ -
5.3	Hose Reel for Tack Hose		\$ 648.00	\$ -
6.0	Tank Options:			
6.1	Heated Tack Tank with LP Burner and Gravity Discharge		\$ 1,855.00	\$ -

VENDOR NAME: Stepp Manufacturing Co., Inc.
 MAKE/MODEL: Stepp SPH

Spec #	Description	Qty	Price	Subtotal
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6.2	Heated Tank with Diesel Burner and Gravity Discharge		\$ 3,933.00	\$ -
6.3	- Automatic Temperature Controls for Burner		\$ 385.00	\$ -
6.4	Pumping System for Tank Tank (Includes Kohler LP Engine)		\$ 6,424.00	\$ -
6.5	- Kubota Diesel Engine in lieu of Kohler (for diesel burner systems)		\$ 4,283.00	\$ -
6.6	- Engine Enclosure		\$ 1,345.00	\$ -
6.7	Electric Overnight Heat for Tank Tank 110V 1500W		\$ 1,294.00	\$ -
6.8	Aluminum Wand in lieu of Steel		\$ 657.00	\$ -

7.0	Trailer Options:			
7.1	Hydraulic Brakes- Single Axle (SPH-1.5)		\$ 208.00	\$ -
7.2	Hydraulic Brakes- Tandem Axle (SPH-2.0 & 3.0)		\$ 797.00	\$ -
7.3	Spare Tire w/ Holder		\$ 456.00	\$ -
7.4	2-5/16" Ball Hitch		\$ -	\$ -
7.5	3" Pintle Hitch	1	\$ -	\$ -

8.0 Cab & Chassis Options: NA

9.0	Lighting Options:			
9.1	2 Light LED System	1	\$ 548.00	\$ 548.00
9.2	4 Light System		\$ 201.00	\$ -
9.3	4 Light LED System		\$ 894.00	\$ -
9.4	Flush Mounted Strobe Light		\$ 306.00	\$ -
9.5	Beacon Style Strobe Light		\$ 306.00	\$ -
9.6	Whelen LED Top Mounted Strobe Lights	1	\$ 870.00	\$ 870.00

10.0	Arrow Board Options:			
10.1	LED Arrowboard	1	\$ 1,275.00	\$ 1,275.00

11.0	Other Options:			
11.1	10# Fire Extinguisher	0	\$ 234.00	\$ -
11.2	Tool Box 10"x10"x24"	1	\$ 329.00	\$ 329.00
11.3	SMV Sign		\$ 163.00	\$ -
11.4	Compactor Plate Carrier	1	\$ 1,463.00	\$ 1,463.00

VENDOR NAME: Stepp Manufacturing Co., Inc.
 MAKE/MODEL: Stepp SPH

Spec #	Description	Qty	Price	Subtotal
11.5	15 Gallon Plastic Water Tank		\$ 448.00	\$ -
11.6	Stainless Steel Tool Holder		\$ 111.00	\$ -
11.7	Battery Charger	1	\$ 445.00	\$ 445.00
11.8	Shovel Cleaning Compartment	1	\$ 657.00	\$ 657.00
11.9	Expanded Metal Basket (not available with tack tank)		\$ 475.00	\$ -

12.0 DELIVERY CHARGES - SEE SPECIAL TERMS AND CONDITIONS

NO FLAT RATE ALLOWED
 DELIVERY STARTING POINT - City, State, Zip
 North Branch MN 50556

Price per loaded mile 1.25 \$ -

- 13.0 NEW EQUIPMENT RENTAL PROGRAM - SUMMER RATES - 4/1 THRU 9/30 NA
- 13.1 NEW EQUIPMENT RENTAL PROGRAM - WINTER RATES - 10/1 THRU 3/31 NA
- 14.0 VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM NA
- 15.0 DISCOUNT OFF LIST PRICE FOR RELATED PARTS NA

Total \$ 28,410.00



DATE: February 8, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Interim City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: New Voting System Contract with Ramsey County

Background

Ramsey County, one of the largest voting jurisdictions in Minnesota, is upgrading its outdated voting software and hardware. The capital and annual operating costs for the new system will be shared among the 25 entities (cities and school districts) within the County who will be utilizing the equipment.

On July 27, 2015, the City Council approved Resolution 2015-038 adopting the use of a new voting system. The County Board approved the voting system Joint Powers Agreement (JPA) at its meeting of January 19, 2016, and is now seeking the City's approval of the JPA.

Recommendation

Approve the Joint Powers Agreement for the acquisition and use of the new voting system.

Attachment

Attachment A: Resolution 2015-038
Attachment B: Joint Powers Agreement



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2015-038

RESOLUTION ADOPTING THE USE OF NEW VOTING SYSTEM

WHEREAS, Minnesota Statutes § 206.58, subdivision 1 authorizes cities to use voting systems at their elections, subject to the approval of the County; and

WHEREAS, Ramsey County has authorized the use of the Hart Verity voting system for the city and school district general election to be conducted on November 3, 2015, and all elections conducted thereafter;

NOW THEREFORE, BE IT RESOLVED , that the Hart Verity voting system is hereby authorized for use in all elections conducted in the City of Arden Hills on November 3, 2015, and thereafter; and

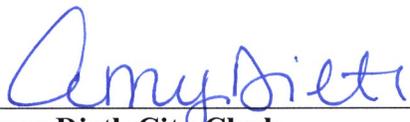
BE IT FURTHER RESOLVED, that the City Clerk is directed to transmit a copy of this resolution to the Ramsey County Elections Office; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to provide information to the voters concerning the use of the new voting system; and

BE IT FURTHER RESOLVED, that the City Clerk shall make the new voting system available for demonstration to the voters at one or more locations in the City prior to the November 3, 2015, election.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS
THIS 27th DAY OF JULY, 2015.**

ATTEST:



Amy Dietl, City Clerk



David Grant, Mayor

Attachment B

JOINT POWERS AGREEMENT FOR NEW VOTING SYSTEM ACQUISITION AND OPERATION

This Agreement is made by and between Ramsey County, through the Ramsey County Elections Office (hereinafter "County"), and the cities of Arden Hills, Falcon Heights, Gem Lake, Lauderdale, Little Canada, Maplewood, Mounds View, New Brighton, North Oaks, North St. Paul, Roseville, St Anthony, St. Paul, Shoreview, Vadnais Heights, and White Bear Lake and White Bear Township (collectively referred to as the "Municipalities").

WHEREAS, the County and the Municipalities ("Parties") are "governmental units" as defined in Minn. Stat. §471.59; and

WHEREAS, pursuant to Minn. Stat. §471.59, the Parties, through actions of their governing bodies, are authorized to enter into a joint powers agreement for the exercise of commonly held or similar powers; and

WHEREAS, the Parties entered into a Joint Powers Agreement in 2001 for the purchase and operation of a new voting system, with a ten year term and automatic two year extensions; and

WHEREAS, pursuant to the provisions of the 2001 Joint Powers Agreement, the County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for the Municipalities; and

WHEREAS, efficient ballot preparation and the timely compilation of election results depend upon the use of a uniform voting system throughout the County, and the use of a uniform voting system for all elections enhances election judge and voter understanding of the voting process and helps to provide equitable treatment for all voters, regardless of the type of election; and

WHEREAS, Congress mandated the use of an assistive ballot marking device in all polling places and in-person absentee voting locations for use by voters with disabilities, through enactment of the Help America Vote Act of 2002 ("HAVA"); and

WHEREAS, the Minnesota Legislature mandated the central counting of all absentee ballots under uniform state laws and procedures in Laws of Minnesota 2010, Chapter 194, effective in 2010; and

WHEREAS, the Parties have reached agreement on the need to replace the existing voting system and the funding formula for the new voting system; and

WHEREAS, the County Board has approved a contract with Hart Intercivic of Austin, TX for the purchase and use of a new voting system for deployment in 2016;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

I. PURPOSE

The purpose of this Joint Powers Agreement is to establish and describe the roles and responsibilities of the County and the Municipalities in connection with the acquisition, implementation, and operation of a new voting system for use throughout Ramsey County ("Project"), including equipment that will be owned and operated by the County and equipment that will be owned and operated by the Municipalities.

II. COUNTY ROLES AND RESPONSIBILITIES-SYSTEM IMPLEMENTATION

A. General

The County will provide the services, materials, and equipment necessary to procure and implement a replacement voting system ("System") in Ramsey County, including software, hardware, materials, ballot printing, and other services as further described in this Agreement. Services may be provided directly by County staff or by outside vendors, as determined by the County.

B. System Description

The System will have the following functionalities:

1. The capability to create ballot styles for each precinct based on the appropriate contests and candidates and to generate ballots by either creating a print file that may be sent to a vendor or by printing ballots in the County offices;
2. The capability to program memory devices for each precinct for an election that will, when inserted into a ballot counter or ballot marking device, properly record the votes on ballots cast in that precinct, reject ballots that are not from that precinct or which do not have the proper validation marks, return to the voter ballots which contain an overvote or a crossover vote, and perform all other actions required by the Minnesota election law;
3. The capability to count absentee ballots at a central location in the County or at one or more Municipalities, at the option of each of the Municipalities, and to generate reports noting the number of absentee ballots counted for each precinct;

4. The capability to accumulate votes on ballot counters located in each precinct on election day, at other locations prior to election day, and from absentee ballot counting centers, to protect voted ballots in a sealed ballot box; to generate paper tapes of election results for review and certification by election judges; and to electronically upload or transmit election results to the County; and
5. The capability to compile election results from electronically transmitted files from each precinct through use of the memory device which recorded votes from the precinct and/or from the election results tape; to create an election results database that may be used for displaying results on the County website; and to generate needed reports for certification of election results.

C. System Equipment

The County will purchase System hardware and software (collectively referred to as the "System Equipment") as initially needed for use of the System by the County and the Municipalities. The System Equipment to be purchased by the County for implementation of the System under the terms of this Agreement is listed as the System Equipment Costs – Total in the System Equipment List, attached hereto and made a part of this Agreement as Appendix A.

D. Implementation Services

1. The County will provide services, including training, related to the implementation of the System by the County and the Municipalities, as described in Appendix B - Implementation Services, attached hereto and made a part of this Agreement.
2. The County will provide implementation project management services through a Project Manager. Joseph Mansky, or his designee, shall serve as Project Manager for the County.
3. The goal is to have the System implemented and ready for use by the County and the Municipalities in time for the 2016 state primary. At the discretion of the County, the implementation of the System may be delayed for initial use at the 2016 state general election or a future election.

III. COUNTY ROLES AND RESPONSIBILITIES-POST IMPLEMENTATION OPERATING SERVICES

A. General

Following System implementation, the County will perform the duties described in Sections III. B. through E. (collectively, "Operating Services") either directly by County staff or by outside vendors, as determined by the County.

B. System Administration

The County will:

1. maintain all licenses and agreements from the vendor(s) necessary to operate the System;
2. obtain and implement all required software updates needed to operate the System in compliance with the requirements of the Minnesota election law;
3. perform diagnostic testing of ballot counters and ballot marking devices to ensure the proper functioning of all equipment;
4. provide election programming needed to generate ballots and program memory devices that allow the ballot counters to correctly record votes; and
5. accumulate and report election results cast on the ballot counters for all elections.

C. Warranty Services

1. Warranty services will be provided by the System vendor(s) in accordance with the warranty provisions contained in the contracts between the County and the System vendor(s).
2. The County shall obtain and enforce all System warranties, including warranties on equipment owned by the Municipalities paid for under the terms of this Agreement. All requests for warranty services shall be made by the Municipalities to the County.

D. Post-Warranty Maintenance Services

Maintenance services will be provided following expiration of the warranty period(s) in accordance with the provisions of the maintenance agreement(s) between the County and the System vendor(s).

1. The County will enter into a contract with the System vendor(s) for System maintenance services to be provided directly to the County. The County will manage the provision of maintenance services for the Municipalities.
2. Maintenance services shall include, at minimum, the following:
 - a. Preventative maintenance: inspect and clean all ballot counters and ballot counting devices, including the read heads, printers, motors and other related components.
 - b. Repairs: make basic repairs to ballot counters and ballot marking devices as needed; the County will maintain or obtain spare parts for this purpose.
 - c. Equipment Replacement: replace ballot counters, ballot marking devices and related hardware and components on an as needed basis in the case of complete or un-repairable equipment failure.

E. Ongoing Services

1. The County will provide the Municipalities with a set of test ballots (also known as the test deck) and pre-audited test results for each precinct in every election.
2. The County will provide ballot layout, printing and memory device programming as follows:
 - a. Ballot layout – no cost to Municipalities for all elections
 - b. Ballot printing
 - 1) State and county elections – no cost to Municipalities
 - 2) Other elections – printing cost attributable to Municipal and/or School District offices and questions paid by

Municipalities and/or School Districts using cost formula provided by the Secretary of State

- c. Memory device programming – no cost to Municipalities for all elections
3. The County will provide each Municipality with the hardware and software necessary to administer absentee voting for all elections. Each Municipality will have the choice of one of the following options:
 - a. make arrangements for the County to accept/reject, process and count all the absentee ballots for the Municipality;
 - b. accept/reject its own absentee ballots and make arrangements for the County to process and count the absentee ballots for the Municipality;
 - c. accept/reject, process and count its own absentee ballots.
4. The County will provide the Municipalities with the County's costs for options 3. a. and b. (above) no later than 24 weeks before the first election for which the System will be used and no later than 16 weeks before the date established in state law to begin absentee voting in subsequent years. Each Municipality shall inform the County in writing of its initial choice no later than 20 weeks before the first election for which the System will be used. Each Municipality shall notify the County in writing of any changes desired for its choice in subsequent years no later than 12 weeks before the date established in state law to begin absentee voting for a primary in a given year.
5. The County will provide inspection and replacement of consumable supplies.
6. Election Day technical support for the System will be provided by the voting system vendor (up to three days per election), as required by the County.
 - a. Programming and system administration operations
 - b. Ballot counter operations
 - c. Ballot marking device operations
7. Subject to approval by the County, during the term of this Agreement including any extensions, the County shall lease or purchase ballot counters, ballot marking devices, and other hardware and software in addition to those listed in Appendix A, on written request from a Municipality. Payment to

the County by the requesting Municipality shall be made within thirty (30) calendar days from the date of the invoice from the County following delivery of the hardware and/or software to the requesting Municipality.

8. During the term of this Agreement including any extensions, the County may lease or purchase any additional hardware or software that is necessary for the System to:
 - a. comply with the provisions of the Minnesota Election Law;
 - b. facilitate the processing and counting of absentee ballots; or
 - c. otherwise meet demand from the voters.

IV. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITIES

A. Implementation

1. The individual who administers elections for the Municipality shall serve as the Municipality's project implementation liaison with the County. Each Municipality shall provide the name and contact information for the liaison within ten (10) calendar days of final execution of this Agreement.
2. Within thirty (30) calendar days of execution of this Agreement, each Municipality shall notify the County in writing of its plans for payment of the acquisition costs of the ballot counters, ballot marking devices and any other administrative equipment ("Equipment Costs"). Each Municipality may choose from one of the following payment options: a) a one-time reimbursement of costs or b) reimbursement of costs over two or more years, not to exceed a maximum of five years. A Municipality may not revoke its decision at any time after notice has been given to the County.

B. Post-Implementation/Ongoing

1. The Municipalities shall verify that ballots and memory devices tested by the County function accurately in the ballot counters and ballot marking devices that will be used in each election. If a Municipality identifies an error, the County shall correct the error within ten (10) calendar days of notification of the error, if practicable.

2. The Municipalities shall also perform all public accuracy testing provided by law for each election and may request the County's assistance in conducting these tests, at no charge.
3. The Municipalities may not lease or purchase any additional hardware and software during the term of this Agreement or any extensions without the prior approval of the County.
4. Each of the Municipalities shall lease or purchase at least one ballot counter, a ballot marking device, and a ballot box for each precinct in the Municipality.

C. Payment

Each of the Municipalities is responsible for payment in accordance with the provisions of this Agreement.

V. OWNERSHIP/SOFTWARE LICENSE

- A. The County will initially own all System Equipment.
- B. Upon payment in full to the County in accordance with the terms of this Agreement, each of the Municipalities will own the ballot counters, ballot marking devices, and related equipment that were originally purchased by the County under this Agreement; this provision shall not apply to equipment leased by the County. The County will maintain ownership of backup ballot counters and ballot marking devices, the central count ballot counters and any precinct ballot counters that are needed for counting absentee ballots, the memory devices for all ballot counters and ballot marking devices, and the computer hardware and software needed to operate and administer the System.
- C. The County is the sole Licensee of the System software and the Municipalities are users.

VI. WARRANTY

The County makes no representations and extends no warranties with respect to the use of the System and specifically disclaims all other warranties, express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

VII. SYSTEM IMPLEMENTATION FUNDING

- A. The County will provide initial financing for the costs of acquisition, installation, and implementation of the System ("Implementation Costs").
- B. As part of the initial financing of the Implementation Costs, the County will apply state grant funds received under the Help America Vote Act and required County matching funds as a setoff against the Implementation Costs.
- C. The Municipalities will provide the funds to reimburse the County for the System Equipment identified as the responsibility of the Municipalities in Appendix A.

VIII. COST ALLOCATION/PAYMENT

A. Cost Allocation-Implementation Costs

- 1. Each of the Municipalities will reimburse the County for the cost of the number of ballot counters, ballot boxes, and ballot marking devices required by that Municipality in accordance with the pricing in Appendix A. A list of the number of ballot counters, ballot boxes, and ballot marking devices for each of the Municipalities and the percentage of the total cost for ballot counters and ballot marking devices to be paid by each of the Municipalities is listed in Appendix C. The total number and each Municipality's percentage of ballot counters and ballot marking devices may be adjusted throughout the term of this Agreement including any extensions.
- 2. For those Municipalities that have elected to pay for the ballot counters, ballot boxes, and ballot marking devices over time, the total amount to be paid will include their proportionate share of any financing costs incurred by the County for the purchase, installation and implementation of the System Equipment, which financing costs will be shared among those Municipalities that have elected to pay over a period from two to five years. The County will charge each Municipality that chooses to finance the purchase of its System Equipment 2% per annum.

B. Cost Allocation-Post-Implementation/Operating Services

- 1. There will be no charge to the Municipalities for ballot layout for all elections, ballot printing for State and county elections or for memory device programming.

2. The Municipalities will pay the County's costs for Operating Services ("Operating Costs") on an annual basis.
3. The Operating Costs will be calculated to include costs for the items listed in Section III.B.-E. of this Agreement and, until repaid in full, the Implementation Costs described in Section VIII.A.2.
4. Except as identified as the responsibility of a Party to this Agreement, annual Operating Costs for Operating Services will be allocated as follows:
 - a. using the percentage of the total number of ballot counters requested by the Municipality as a proportion of the total number of ballot counters requested by all Municipalities for 80%, and using the percentage of the total number of absentee ballots accepted by each Municipality during the four most recent state general elections as a proportion of the total number of absentee ballots accepted in the County for 20%. The County will initially allocate the annual Operating Costs to the Municipalities as illustrated in Appendix C. The annual Operating Costs are subject to change, based on price changes for post-implementation services provided by the System vendor and changes to the costs of licenses and fees required for the County to administer the System, which have been submitted to and approved by the County.
 - b. The allocation will take into account any changes in the number of ballot counters requested by each of the Municipalities and/or the total number of ballot counters.

C. Payments

1. The County shall invoice a Municipality after the initial delivery of County-tested ballot counters, ballot boxes, and ballot marking devices to the Municipality. If a Municipality will pay over a period of 2-5 years, the County will invoice the Municipality its appropriate annual sum along with the invoice for annual Operating Costs. Payment shall be made within thirty (30) calendar days of the date of the invoice.
2. On or about June 1 of each calendar year during the term of this Agreement including any extensions, the County will invoice the Municipalities for their share of Operating Costs for the next calendar year. The total amount of the invoices will be calculated based on the actual Operating Costs incurred by the County in the previous calendar year, with adjustments made to account for increases or decreases in anticipated Operating Costs. The Municipalities

shall make payment to the County within thirty (30) calendar days of the date of the invoice.

3. If the County provides maintenance services through the System vendor on a time and materials basis, a Municipality that requires maintenance services will contact the County for the services and the County will contact the vendor.
4. If requested by a Municipality, the County shall invoice the School District(s) to pay a proportion of the Municipalities' annual cost for Operating Services using either: a) the cost-sharing methodology provided in the Minnesota Election Law; or b) another methodology developed by the County, in consultation with the Municipalities. The County will invoice the School District(s) for their proportion of the costs and payments will be made directly by the School District(s) to the County.
5. Payment of interest and disputes shall be governed by the provisions of Minn. Stat. § 471.425.

D. Proceeds from sale or lease of old equipment

The County shall determine if any existing voting equipment, including but not limited to ballot counters, ballot marking devices and related hardware will be sold or leased in conjunction with the purchase of the System. The County shall apply the proceeds of any sale or lease of existing voting equipment, including but not limited to ballot counters and ballot marking devices, toward the Municipalities' payment of Implementation Costs or Post-Implementation Costs.

IX. PROJECT SCHEDULE

A Project Schedule is attached hereto and made a part of this Agreement as Appendix D. The County may change the schedule set forth in Appendix D as appropriate based on changes in funding sources or the needs of the County.

X. TERM

- A. The term of this Agreement is for a ten (10) year period from the date of final execution by all parties ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- B. This Agreement shall be automatically extended for successive two-year terms ("Renewal Terms"), upon the same or better terms, conditions and

covenants, unless a majority of the Municipalities or the County gives notice of their/its intent not to extend at least 180 days prior to expiration of the Initial Term or the then-current Renewal Term.

XI. ANNUAL REVIEW PROCESS

At least once a year during the term of this Agreement, including any extensions, the County will convene a meeting of elections officials from the Municipalities to review the elections process and System operations.

XII. INDEMNIFICATION AND INSURANCE

- A. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.
- B. Each Party agrees to defend, indemnify and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys fees, resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- C. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- D. Each of the Parties shall insure the full replacement value of all System equipment stored on the Party's site.
- E. All insurance policies or self-insurance certificates shall be open to inspection by the other Parties and copies of the policies or certificates of self-insurance shall be submitted to a Party upon written request.

XIII. RECORDS

Subject to the provisions of Section XIV, each Party agrees that the other Parties, the State Auditor, or any of their duly authorized representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of governmental entities and which involve transactions relating to this Agreement.

XIV. DATA PRACTICES

The Parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

XV. NONASSIGNMENT

No Party shall assign, subcontract, transfer or pledge this Agreement and/or services to be performed herein.

XVI. USE OF VOTING SYSTEM

The County shall only implement and support a single, uniform voting system throughout the County that must be used in every election conducted in the County. Each Municipality must use the ballot counters, ballot boxes and ballot marking devices provided in this Agreement for all elections conducted in the Municipality.

XVII. TERMINATION

- A. This Agreement shall terminate upon unanimous consent of the Parties as evidenced by a written resolution of the governing body of each Party or when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- B. Effect of termination. Termination shall not discharge any liability incurred by any of the Parties during the term of this Agreement including any extensions prior to the effective date of termination. Each Party shall be liable for its own acts to the extent provided by law.

XVIII. PROPERTY DISPOSITION

- A. Upon termination of this Agreement, ownership remains as stated in Article V.
- B. Upon termination, a Municipality will be given the option to make full payment for the ballot counters, ballot boxes, and ballot marking devices for which it has made partial payment. Such payment must be made within thirty (30) calendar days of the date of receipt of the notice of termination from the County.
- C. If the Parties reach consensus on the need to replace the System, the Parties will negotiate a new agreement, which shall include the disposition of the System Equipment, whether owned by the County or the Municipalities.

XIX. NOTICE

- A. All notices, reports or demands given or made by a Party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail.
- B. All notices, reports or demands shall be sent to the representative designated in writing by the Party. If none has been designated, notice to the Party's chief elected official shall be deemed adequate.

XX. ENTIRE AGREEMENT/ALTERATION

- A. It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.
- C. The parties may execute separate copies of any amendment to this Agreement and the signature pages will be part of the original.

XXI. VOTING SYSTEMS ADVISORY COMMITTEE

The County shall establish a Voting Systems Advisory Committee ("Committee") to facilitate the administration of the System. Any Party to this Agreement may request to become a member

of the Committee. Approximately eight years following final execution of this Agreement, or at such earlier time as the Parties may agree, the Committee shall begin planning for the acquisition of a successor voting system.

XXII. SEPARATE EXECUTIONS/EFFECTIVE DATE

Each of the Municipalities may sign a separate signature page and all of the signature pages taken together will constitute the original contract and will be as effective as if all of the signatures were on the same page. This Agreement shall be effective as to a Party upon execution by an authorized representative of that Party.

Wherefore, the Parties have executed this Agreement as of the last date written below.

COUNTY OF RAMSEY

By: Victoria Reinhardt
Victoria Reinhardt, Chair
Board of Commissioners

By: Janet Guthrie
Janet Guthrie, Acting Chief Clerk
Board of Commissioners

Date: 1/26/16

Approval Recommended:

Joseph Newby

Approved as to form and insurance:

J.P. Stephens
Assistant County Attorney

NAME OF MUNICIPALITY:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

JOINT POWERS AGREEMENT FOR NEW VOTING SYSTEM

Appendix A System Equipment List

1. Voting and administrative equipment - County

<u>Description</u>	<u>Price</u>
Precinct ballot counters and ballot boxes	\$ 276,028
Accessible ballot marking devices	\$ 190,625
Memory devices	\$ 10,824
Central count ballot counters for absentee voting	\$ 111,332
Ballot on demand printer	\$ 2,833
Administrative operations components	\$ 173,919
Staff training and new implementation services	\$ 56,640
Licenses and technical support	\$ 86,468
Subtotal for Equipment Costs - County	\$ 908,669
2. Voting equipment – Municipalities	
Precinct ballot counters and ballot boxes for polling places	\$ 751,680
Accessible ballot marking devices for polling places	\$ 471,192
Subtotal for Equipment Costs – Cities	\$1,222,872
System Equipment Costs - Total	\$2,131,541

Appendix B Implementation Services

The County will provide, either directly or through a contracted vendor, the services shown below. The information provided below are tentative, pending the selection of a voting system.

A. Training and instructional materials

1. Training for Municipal elections officials and staff
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
 - c. Processing and counting absentee ballots (where applicable)
2. Training for election judges
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
3. Development of training and informational materials - printed
 - a. Ballot counter operations guide and quick start guide
 - b. Ballot marking device operations guide and quick start guide
 - c. Opening and closing the polling place
 - d. Providing instructions to voters
4. Development of training and informational materials for County website
 - a. Election judge training videos
 - b. Public information videos

B. Election day technical support – to be provided by voting system vendor (up to three days per election)

1. Programming and system administration operations
2. Ballot counter operations

3. Ballot marking device operations

C. Warranty services

D. Ballot layout, printing and memory device programming

1. Ballot layout – no cost to Municipalities for all elections

2. Ballot printing

a. State and county elections – no cost to Municipalities

b. Other elections – printing cost attributable to Municipal or School District offices and questions paid by Municipalities and/or School Districts

3. Memory device programming – no cost to Municipalities for all elections

Joint powers agreement for new voting system - Appendix C

City	Number of precincts	% of county total	City funds needed for capital costs	80% of total			20% of total		
				City share of licensing and system operations	Number of accepted ABS 2008-2014	% of county total	City share of absentee voting costs	Total annual* operating costs 2016	
Arden Hills	3	1.72%	\$ 21,084	\$ 2,000.00	2,058	2.39%	\$ 693.51	\$ 2,693.51	
Falcon Heights	2	1.15%	\$ 14,056	\$ 1,333.33	895	1.04%	\$ 301.60	\$ 1,634.93	
Gem Lake	1	0.57%	\$ 7,028	\$ 666.67	72	0.08%	\$ 24.26	\$ 690.93	
Lauderdale	1	0.57%	\$ 7,028	\$ 666.67	275	0.32%	\$ 92.67	\$ 759.34	
Little Canada	3	1.72%	\$ 21,084	\$ 2,000.00	1,912	2.22%	\$ 644.31	\$ 2,644.31	
Maplewood	15	8.62%	\$ 105,420	\$ 10,000.00	6,864	7.98%	\$ 2,313.04	\$ 12,313.04	
Mounds View	4	2.30%	\$ 28,112	\$ 2,666.67	1,846	2.15%	\$ 622.07	\$ 3,288.74	
New Brighton	8	4.60%	\$ 56,224	\$ 5,333.33	4,445	5.17%	\$ 1,497.89	\$ 6,831.22	
North Oaks	2	1.15%	\$ 14,056	\$ 1,333.33	2,086	2.42%	\$ 702.94	\$ 2,036.28	
North St Paul	4	2.30%	\$ 28,112	\$ 2,666.67	1,847	2.15%	\$ 622.41	\$ 3,289.07	
Roseville	10	5.75%	\$ 70,280	\$ 6,666.67	9,339	10.85%	\$ 3,147.08	\$ 9,813.74	
Shoreview	7	4.02%	\$ 49,196	\$ 4,666.67	6,938	8.06%	\$ 2,337.98	\$ 7,004.65	
St Anthony	3	1.72%	\$ 21,084	\$ 2,000.00	2,248	2.61%	\$ 757.54	\$ 2,757.54	
St Paul	96	55.17%	\$ 674,688	\$ 64,000.00	35,206	40.91%	\$ 11,863.79	\$ 75,863.79	
Vadnais Heights	4	2.30%	\$ 28,112	\$ 2,666.67	2,540	2.95%	\$ 855.93	\$ 3,522.60	
White Bear Lake	7	4.02%	\$ 49,196	\$ 4,666.67	5,139	5.97%	\$ 1,731.75	\$ 6,398.42	
White Bear Township	4	2.30%	\$ 28,112	\$ 2,666.67	2,348	2.73%	\$ 791.23	\$ 3,457.90	
Total	174	100%	\$ 1,222,872	\$ 116,000.00	86,058	100%	\$ 29,000.00	\$ 145,000.00	

Note: * 25% of annual operating costs will be apportioned to the school districts

Appendix D
Project Implementation Schedule
(Dates and Activities Subject to Revision)

Jan 22	Complete Elections staff training on voting system operations
Feb 1	Begin ballot printing, marking and counting accuracy tests
Feb 16	Begin simulations of 2016 state elections and related functions
Apr 1	Complete simulations of 2016 state elections and related functions
May 17	First day to file for office for 2016 state primary and state general election
Jun 3	Complete delivery of ballot counters and ballot marking devices to Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale
Jun 13	Begin training of city elections staff in Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale in voting system operations
Jun 24	Begin absentee voting for 2016 state primary
Jul 11	Begin preliminary testing of ballot counters and ballot marking devices
Jul 18	Begin election judge training in voting system operations
Jul 29	Public accuracy test of voting system
Aug 6	Begin central counting of absentee ballots for state primary
Aug 9	State primary

11-25-15



DATE: February 8, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Interim City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: Amended 2016 Fee Schedule

Background

The City Council approved the 2016 Fee Schedule at its meeting on December 14, 2015.

Discussion

Staff recently noticed a discrepancy on the fee schedule. After researching what other cities charge for contractor licenses, staff intended to propose an increase to the contractor license fee (page eight of the fee schedule); however, it was somehow missed at the time of publishing the 2016 Fee Schedule. Staff proposes raising the \$55 fee to \$75.

Since the 2016 Fee Schedule needed to come back to the Council for approval of that amendment, staff was asked to again review the schedule for additional changes.

Other housekeeping items include an update to the right-of-way permit fee (found on page five) as well as the recycling fee (found on page ten).

Requested Action

Motion to approve Ordinance 2016-002 amending the 2016 Fee Schedule and authorizing publication of the Ordinance Summary.

Attachments

Attachment A: Ordinance 2016-002 – Appendix A – 2016 Fee Schedule
Attachment B: Summary of Ordinance 2016-002



City of Arden Hills
Ordinance 2016-002 – Appendix A
Amended 2016 Fee Schedule

I. Administrative		
Dogs/Cats – Licenses	Two years (Pro-rated for second year @ \$13.00)	\$26.00
Dogs/Cats – Duplicate Tags	Each	\$6.50
Dogs/Cats – Boarding		\$22.00 per day
Dogs/Cats – Impoundment Fee		\$50.00
Dogs/Cats – Surrender Fee	Each	\$25.00
Dogs – Residential Kennel License	Annual	\$21.00
Dogs – Dangerous Dog Fee	Annual	\$500.00
Dogs – Potentially Dangerous Dog Fee	Annual	\$250.00
Copying – Minutes, City Council Meetings	Annual	\$69.00
Copying – Minutes, Planning Commission Meetings	Annual	\$56.00
Copying – Agendas, City Council Meetings	Annual	\$14.00
Copying – Agendas, Planning Commission Meetings	Annual	\$7.00
Copying – Agenda Packets, City Council Meetings	Annual	Cost based on per sheet, staff labor, and postage
Copying – Agenda Packets, Planning Commission	Annual	Cost based on per sheet, staff labor, and postage
Copying – General	Any Size	\$0.25 per side
Assessment Search		\$53.00 per half hour
II. Building Construction		
Building Permits – Permit Fee		Fees shall be based according to the 2015 State Statute 326B.153 and are determined by the City’s Building Official
Building Permits – Plan Review Fee		65% of Building Permit Fee
Building Permits – Re-inspection		\$40.00
Building Permits – Manufactured Home Location, Swimming Pools, and Demolition		\$55.00 + State Surcharge fee as outlined in State Statute 326B.148
Building Permits – Special Investigations		100% of Permit Fee
State Surcharge – based on valuation		fee based on 2015 State Statute 326B.148

State Surcharge – Fixed Fees		fee based on State Statute 326B.148
Plumbing Permits – Minimum Fee		\$40.00
Plumbing Permits – Residential		1.25% of Project Value
Plumbing Permits – Non-Residential		1.25% of Project Value + \$50.00
Electrical Permits – Minimum Fee		\$40.00
Electrical Permits – Maximum Single Family Dwelling Fee		\$150.00
Electrical Permits – General		See Exhibit “A” attached to fee schedule
Mechanical Permits – Minimum Fee		\$40.00
Mechanical Permits – Residential		2% of Project Value
Mechanical Permits – Non-Residential		1.25% of Project Value + \$50.00
Fire Protection Permits – Permit Fee		Fees shall be based according to the 2015 State Statute 326B.153 and are determined by the City’s Building Official
Fire Protection Permits – Plan Review Fee		65% of Permit Fee
Fire Protection Permits – Re-inspection		\$40.00
III. Liquor Licensing		
On-sale	1,999 square feet (SF) or less	\$3,465.00
On-sale	2,000 (SF) – 2,999 (SF)	\$4,620.00
On-sale	3,000 (SF) – 3,999 (SF)	\$5,775.00
On-sale	4,000 (SF) or more	\$6,930.00
On-sale, Sunday		\$200.00 (340A.504 Subd. 3(b) limits \$200 fee for Sunday sales)
Off-sale		\$210.00
Club Fee		\$315.00
On-sale, Malt Beverage		\$126.00
Off-sale, Malt Beverage		\$42.00
On-sale, Wine		\$ 2,000.00 (340A.408 Subd. 2(c) limits fee to \$2000 or half of on-sale license fee, whichever is less)
Strong Beer		No Charge (as part of On-Sale Wine License)
Investigation Fee		\$158.00
Minor Consumption Violation with Server Training	First Violation	\$105.00
	Second Violation	\$525.00
	Third Violation	\$1,050.00
	Fourth Violation	\$1,575.00

Minor Consumption Violation without Server Training	First Violation	\$525.00
	Second Violation	\$1,050.00
	Third Violation	\$1,575.00
	Fourth Violation	\$2,100.00 and may be subject to license revocation
IV. Maps and Ordinances		
Zoning Ordinance Municipal Code Comprehensive Plan		\$0.25 per side
Color Maps (8.5 x 11)		\$2.00
Color Maps (11 x 17)		\$4.00
Street Maps		\$2.00
As-Builts (11 x 17)		Based on number of copies and staff time
V. Parks & Recreation		
Youth Athletic Association Field Rental	Per two hour time block	\$25.00 per time block + applicable tax
Adult Club / Intramural Field Rental	Per two hour time block	\$40.00 per time block + applicable tax
Ball Field Rental, Unlighted	Per two hour time block. Tournament fees are extra.	\$50.00 per time block + applicable tax
Ball Field Rental, Lighted	Per two hour time block. Tournament fees are extra.	\$84.00 per time block + applicable tax
Ball Field Tournament Fee (Adult), Full Maintenance	Includes all day maintenance staff on site	\$525.00 per day + \$200.00 damage deposit + applicable tax
Ball Field Tournament Fee (Adult), Minimum Maintenance	Includes prep for fields and midday drag of fields	\$315.00 per day + \$200.00 damage deposit + applicable tax
Warming House Rental/Ice Rink Rental	Only allowed during non-public use hours	\$30.00 per hour + \$200.00 damage deposit + key deposit + applicable tax
Picnic Shelters	Available for reservation	\$0
Picnic Pavilions – Resident	Includes up to five picnic tables	\$65.00 per day + \$200.00 damage deposit + applicable tax
Picnic Pavilions – Non-Resident	Includes up to five picnic tables	\$100.00 per day + \$200.00 damage deposit + applicable tax
Picnic Pavilions – Resident Non-Profit	Includes up to five picnic tables	\$35.00 per day + \$200.00 damage deposit
Picnic Pavilions – Other Non-Profit	Includes up to five picnic tables	\$70.00 per day + \$200.00 damage deposit
Additional Picnic Tables	For every two extra tables	\$10.00 + applicable tax* <i>*fee waived for Night to Unite and other public events open to all Arden Hills residents</i>
Community Garden Plot – One Plot	Annual	\$36.00 + applicable tax
Community Garden Plot – Second Plot	Annual	\$18.00 + applicable tax

Room Rental – City Hall, Community Room	Per Day (Scheduling a room after regular hours is contingent upon the presence of a city employee; In the event staff is not available, the City reserves the right to deny application).	Regular business hour usage: No charge Army National Guard: No charge City Government: No charge Resident, Non-profit: \$63 Resident, For-profit: \$74 Non-Resident, Non-profit: \$105 Non-Resident, For-profit: \$137 (+ applicable tax)
Room Rental – City Hall, Small Conference Room	Per Day (Scheduling a room after regular hours is contingent upon the presence of a city employee; In the event staff is not available, the City reserves the right to deny application).	Regular business hour usage: No charge Army National Guard: No charge City Government: No charge Resident, Non-profit: \$26 Resident, For-profit: \$32 Non-Resident, Non-profit: \$42 Non-Resident, For-profit: \$53 (+ applicable tax)
Room Rental – Damage Deposit	Required	\$105.00
Equipment Rental – DVD, VCR, T.V.		\$11.00 + applicable tax

VI. Planning and Zoning (Each separate land use request shall be charged a separate administrative fee and escrow even if submitted on the same application. Costs expended in reviewing and processing an application will be charged against the cash escrow and credited to the City. Charges to the escrow include planning and engineering staff time, City attorney and consulting fees, and mailing costs. If, at any time, a required cash escrow is depleted to less than 20% of its original amount, the applicant shall deposit additional funds in the cash escrow account as determined by the City. The escrow may be reduced or increased by the City Planner on a project by project basis.)

<i>Description</i>	<i>Escrow Fees</i>	<i>Initial Application Fees</i>
Preliminary Plat	Administrative Fee	\$500
	Escrow	\$1,000
Final Plat	Administrative Fee	\$500
	Escrow	\$1,000
Lot Split/Minor Subdivision (R-1 and R-2 only)	Administrative Fee	\$350
	Escrow	\$1,000
Rezoning or TCAAP Regulating Plan Map Amendment	Administrative Fee	\$350
	Escrow	\$1,000
Comprehensive Plan Amendment	Administrative Fee	\$500
	Escrow	\$1,000
Variance or Permitted Adjustment	Administrative Fee	\$350
	Escrow	\$1,000
Conditional Use or Interim Use Permit/CUP or IUP Amendment	Administrative Fee	\$350
	Escrow	\$1,000
Planned Unit Development Master Plan or Special Development Plan Master Plan	Administrative Fee	\$350
	Escrow	\$1,000

Final Planned Unit Development or Final Special Development Plan	Administrative Fee	\$350
	Escrow	\$1,000
Planned Unit Development Amendment or Special Development Plan Amendment	Administrative Fee	\$350
	Escrow	\$1,000
Concept Review	Administrative Fee	\$150
	Escrow	\$1,000
Vacation of Easement	Administrative Fee	\$150
	Escrow	\$1,000
Site Plan Review	Administrative Fee	\$350
	Escrow	\$1,000
City Code Amendment	Administrative Fee	\$350
	Escrow	\$1,000
Zoning Code or TRC Amendment	Administrative Fee	\$350
	Escrow	\$1,000
Zoning Letter	Administrative Fee	\$60
Land Use Requests – Not Already Specified	Administrative Fee	\$150
	Escrow	\$1,000
Zoning Permit – New Fence Construction or Expansion		\$65
Zoning Permit – New Driveway Construction or Expansion		\$65
Recreational Vehicle Parking Permit	7 Day Permit, renewable once per 12 months	\$25
Home Occupation I Permit		No charge
Home Occupation II Permit	Administrative Fee	\$150
	Escrow	\$500
Right-of-Way Permit	Per Excavation Admin Fee	\$200 <u>150</u>
	Escrow	To be determined by the Engineer
Grading & Erosion Control Fees	Administrative Fee	\$150
	Escrow	\$3,675 / acre
Appeal of Administrative Zoning, Sign, or Subdivision Decisions	Administrative Fee	\$150
	Escrow	\$1,000
VII. Utility Hookup Charges		
Water Permits – Service Installation/Repairs/Alteration	Per inspection	\$40.00
Water Permits – Interior Plumbing, New Home		\$40.00
Water Turn On/Off, Temporary		\$40.00
Water Permanent Disconnect		\$215.00
Curb Box and Service Lead, 1” Service Connection on Unsurfaced Street		\$165.00

Restoration of Typical Road Mix Street		\$105.00
Restoration of Higher-Type Street		Set by Engineer
Larger than 1" Service Connection		Set by Inspector
Water Permits – Plan Check Fee		Set by Inspector
Water Permits – Re-inspection		\$40.00
Water Meter/Spacer Charges – Customer Requested Water Meter Accuracy Test	Fee includes removal of meter, bench test at maintenance facility, and returning meter to residence; Fee will not be applied if the meter is found to be inaccurate to a degree exceeding three percent (3%) from the result of the bench test	Based on Meter Size Contact Public Works for Quote
Water Meter/Spacer Charges – 5/8" x 3/4" Meter Model 25	Standard Meter	\$435.00
Water Meter/Spacer Charges – 3/4" x 7 1/2" Meter Model 35		Contact Public Works for Quote
Water Meter/Spacer Charges – 1" Meter		\$540.00
Water Meter/Spacer Charges – Greater than 1"		Contact Public Works for Quote
Water Connection Fee – Connection fee for previously un-served or expanded lots		\$840.00 per acre or portion thereof
Water Availability Fee – New or Additional Connections	The units are based on the Metropolitan Council's formula for calculating new sewer availability charge (SAC) units	\$525.00 per unit
Sewer Connection Fee – Connection fee for previously un-served or expanded lots		\$840.00 per acre or portion thereof
Sewer Availability Fee – New or Additional Connections	The units are based on the Metropolitan Council's formula for calculating new sewer availability charge (SAC) units	\$525.00 per unit
Sewer Permits – Service Installation/Alternations/Repairs	Per inspection	\$40.00
Sewer Permits – Plan Review Fee		Set by Inspector
Sewer Permits – Reinspections		\$40.00 per hour
Sewer Access Charge	Set by Met Council Annually	\$2,485.00
Sanitary Sewer Utility Prohibited Sump Pump Connection Surcharge		\$100.00 per month

VIII. Miscellaneous/Retail Activities		
Boutique/Garage Sale	Application/notification of City Hall required	No charge
Casual Roadside Stands	Application/notification of City Hall required	No charge
Tent Permit		\$55.00+ State Surcharge
Sidewalk Sales		\$53.00
Business Licensing – Amusement Facilities	Includes arcade, dance hall, movie theater, pool/billiard tables, bowling alleys, indoor tennis, skating facility, outdoor tennis, driving ranges, etc.	\$105.00
Business Licensing – Wholesale Bulk Fuel Storage	Liability insurance required	\$210.00
Business Licensing – Hotel/Motel		\$6.50 per room
Business Licensing – Courtesy Bench, Non-advertising		\$26.00
Business Licensing – Courtesy Bench, Advertising		\$79.00
Business Licensing – Mechanical/Electronic Devices	Includes musical devices, amusement rides, bowling alleys, etc.	\$15.00 per location + \$15.00 per machine (MN Statute 449.15 sets maximum permit fee at \$15 per location and \$15 per machine)
Business Licensing – Retail Sales	Includes antique shops, beauty/barber shops, boat dealers, Christmas tree sales, dry cleaning, laundry, bakery, candy, meats, wholesale foods, caterers, motor vehicle sales, optometrist, mortuary, video sales/rentals, over-the-counter tobacco sales, vending machines (excluding tobacco), & other retail goods not listed	\$53.00
Business Licensing – Restaurants, Cafes, Coffee Houses, etc.		\$21.00 per 1,000 square feet, or fraction thereof
Business Licensing – Restaurants, Drive-Thru		\$315.00
Business Licensing – Service Stations		\$105.00
Business Licensing – Grocery		\$21.00 per 1,000 square feet, or fraction thereof

Charitable Gambling Permit – Per Minnesota State Statute, Chapter 349	Includes investigation fee	\$158.00
	Local Gambling Tax	3% of organizations’ gross receipts from all lawful gambling, less prizes paid out
	Lawful Gambling Fund	10% of net profits
Tobacco Sales License	Includes investigation fee	\$300.00
Fireworks Sales	As part of existing business	\$100.00 (MN Statute 624.20 sets maximum permit fee at \$100.00)
Fireworks Sales	Exclusive Business	\$350.00 (MN Statute 624.20 sets maximum permit fee at \$350.00)
Massage Therapist	Annual Fee, Includes investigation fee	\$53.00
Massage Therapist Establishment	Annual Fee, Includes investigation fee	\$158.00
Recreational Outdoor Archery Range		\$200 first year \$50 annual renewal
Solicitors, Peddlers, Transient Permit – For-Profit Organizations	Please reference Section 340 of the Municipal Code for more information	\$158.00 background investigation + \$105.00 per month permit fee
Solicitors, Peddlers, Transient Permit – Non-Profit Organizations	Please reference Section 340 of the Municipal Code for more information	No charge
IX. Signs		
Initial Fee	Per Sign	\$100.00
Permanent Signs, Annual Renewal	Per Sign, 100 square feet or less (maximum allowable size)	\$25.00
Temporary Signs		\$50.00
Signs, Impoundment	First Offense	\$50.00
Signs, Impoundment	Second Offense	\$75.00
Signs, Impoundment	Third Offense	\$150.00
X. Miscellaneous Fees/Permits		
Rubbish Hauler	Annual	\$158.00
Recycling Hauler	Annual	\$158.00
Contractor License	Annual	\$55.00 <u>75.00</u>
Miscellaneous Permit Fee	For all other permits not listed	\$40.00
Staff Research		\$53.00 per half hour
Penalties for Late Payment	Failure to pay any penalty imposed shall be grounds for the suspension or termination of any license issued by the City	10% of license fee or \$32.00, whichever is greater
Tobacco Sales, Illegal	First Offense	\$105.00
Tobacco Sales, Illegal	Second Offense within 24 months	\$525.00

Tobacco Sales, Illegal	Third Offense within 24 months	\$1,050.00 and 7 business day suspension or 30 day suspension of license + admin fine of \$250
Tobacco Sales, Illegal	Fourth Offense within 24 months	Revocation of the license for a one year period
Candidate Filing Fee		\$2.00
Insufficient Funds/Returned Check Fee		\$35.00
Rental Registration Fee		\$45.00 per rental unit
Rental Registration Penalty Fee		\$90.00 per rental unit
Residential Contractor License Check		\$5.00
Business Subsidy Application Fee	Required to reimburse City for full cost of review	\$2,100.00 + \$10,500.00 escrow
Construction Activity Waiver	Per Waiver Application	\$263.00
XI. False Alarm Fees		
False Alarm	First two alarms	No charge + letter
False Alarm	Three through ten alarms	\$60.00 per alarm
False Alarm	Over ten alarms	\$160.00 per alarm
XII. Investigation Fees		
Tobacco, Liquor, Charitable Gambling, & Solicitor's Permits		\$158.00
XIII. Utility Use Charges		
Water Per Quarter:		
Meter Charge	3/4" Meter Size or Smaller	\$23.88
Meter Charge	1" Meter Size	\$57.69
Meter Charge	1.5" Meter Size	\$122.02
Meter Charge	2" Meter Size	\$196.58
Meter Charge	3" Meter Size	\$427.89
Meter Charge	4" Meter Size	\$641.43
Meter Charge	6" Meter Size	\$1,068.45
Meter Charge	8" Meter Size	\$2,153.91
Meter Charge	10" Meter Size	\$3,061.33
Meter Charge	12" Meter Size	\$4342.49
Consumption: 1-10,000 gals.	gallons	\$2.65 per 1,000 gallons (pro-rated)
Consumption: 10,001-35,000 gals.	gallons	\$3.45 per 1,000 gallons (pro-rated)
Consumption: Over 35,000 gals.	gallons	\$6.10 per 1,000 gallons (pro-rated)
Water Test	Fee set by MN State Health Dept	\$1.59
Sanitary Sewer Per Quarter:		
Base Charge – Single Family	per lot	\$90.79
Base Charge – Multiple Family	per dwelling	\$90.79
Usage Over 15,000 gals. – Single Family/Multiple Family	gallons	\$5.23 per 1,000 gallons (pro-rated)

Sanitary Sewer – Commercial Apartment/Condominium	gallons	\$5.66 per 1,000 gallons (pro-rated)
Sanitary Sewer - Mobile Home	per unit	\$98.20
Surface Water Per Quarter:		
Residential - Single Family	per lot	\$14.29
Residential – Multiple Family	per dwelling	\$18.52
Apartment / Condominium	per acre	\$116.61
Industrial / Commercial	per acre	\$182.06
Undeveloped	per acre	\$21.42
Standby Per Quarter:		
Standby	1” Service Line or smaller	\$8.16
Standby	1.25” Service Line	\$11.78
Standby	1.5” Service Line	\$16.24
Standby	2” Service Line	\$24.81
Standby	3” Service Line	\$55.97
Standby	4” Service Line	\$99.81
Standby	6” Service Line	\$223.80
Standby	8” Service Line	\$398.29
Standby	10” Service Line	\$623.02
Standby	12” Service Line	\$895.40
Standby	Shared 6.95	\$26.68
XIV. Recycling Fee		
Per Residential Parcel with curbside recycling	Annual	\$42.60 <u>48.00</u>
Per Residential Parcel without curbside recycling	Annual	\$2.00 <u>2.50</u>
Recycling Bin	One bin provided free of charge to each newly constructed home	\$6.00 for each additional bin
XV. Park Development		
Park Development Fee	Per residential unit	\$5,300.00

326B.153 BUILDING PERMIT FEES.

Subdivision 1. **Building permits.** (a) Fees for building permits submitted as required in section 326B.106 include:

- (1) the fee as set forth in the fee schedule in paragraph (b) or as adopted by a municipality; and
- (2) the surcharge required by section 326B.148.

(b) The total valuation and fee schedule is:

- (1) \$1 to \$500, \$29.50;
- (2) \$501 to \$2,000, \$28 for the first \$500 plus \$3.70 for each additional \$100 or fraction thereof, to and including \$2,000;
- (3) \$2,001 to \$25,000, \$83.50 for the first \$2,000 plus \$16.55 for each additional \$1,000 or fraction thereof, to and including \$25,000;
- (4) \$25,001 to \$50,000, \$464.15 for the first \$25,000 plus \$12 for each additional \$1,000 or fraction thereof, to and including \$50,000;
- (5) \$50,001 to \$100,000, \$764.15 for the first \$50,000 plus \$8.45 for each additional \$1,000 or fraction thereof, to and including \$100,000;
- (6) \$100,001 to \$500,000, \$1,186.65 for the first \$100,000 plus \$6.75 for each additional \$1,000 or fraction thereof, to and including \$500,000;
- (7) \$500,001 to \$1,000,000, \$3,886.65 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000; and
- (8) \$1,000,001 and up, \$6,636.65 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.

(c) Other inspections and fees are:

- (1) inspections outside of normal business hours (minimum charge two hours), \$63.25 per hour;
- (2) reinspection fees, \$63.25 per hour;
- (3) inspections for which no fee is specifically indicated (minimum charge one-half hour), \$63.25 per hour; and
- (4) additional plan review required by changes, additions, or revisions to approved plans (minimum charge one-half hour), \$63.25 per hour.

(d) If the actual hourly cost to the jurisdiction under paragraph (c) is greater than \$63.25, then the greater rate shall be paid. Hourly cost includes supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

Subd. 2. **Plan review.** Fees for the review of building plans, specifications, and related documents submitted as required by section 326B.106 must be paid based on 65 percent of the building permit fee required in subdivision 1.

Subd. 3. **Surcharge.** Surcharge fees are required for permits issued on all buildings including public buildings and state licensed facilities as required by section 326B.148.

Subd. 4. **Distribution.** (a) This subdivision establishes the fee distribution between the state and municipalities contracting for plan review and inspection of public buildings and state licensed facilities.

(b) If plan review and inspection services are provided by the state building official, all fees for those services must be remitted to the state.

(c) If plan review services are provided by the state building official and inspection services are provided by a contracting municipality:

(1) the state shall charge 75 percent of the plan review fee required by the state's fee schedule in subdivision 2; and

(2) the municipality shall charge 25 percent of the plan review fee required by the municipality's adopted fee schedule, for orientation to the plans, in addition to the permit and other customary fees charged by the municipality.

(d) If plan review and inspection services are provided by the contracting municipality, all fees for those services must be remitted to the municipality in accordance with their adopted fee schedule.

History: 2009 c 78 art 5 s 11

ELECTRICAL PERMIT FEES – Exhibit A

HOMEOWNERS AND ELECTRIC CONTRACTORS – Complete an electrical permit form available from the Building Inspections Division. Add \$5.00 for State surcharge to total cost of each permit.

Residential panel replacement is \$100.00 sub panel \$40.00. New service or power supply is.

Circuits and Feeders

0 to 300 Amp	\$50.00	0 to 30 Amp	\$8.00
400 Amp	\$58.00	31 to 100 Amp	\$10.00
500 Amp	\$72.00	101 to 200 Amp	\$15.00
600 Amp	\$86.00	300 Amp	\$20.00
800 Amp	\$114.00	400 Amp	\$25.00
1000 Amp	\$142.00	500 Amp	\$30.00
1100 Amp	\$156.00	600 Amp	\$35.00
1200 Amp	\$170.00	700 Amp	\$40.00

Add \$14.00 for each additional 100 amps

Add \$5.00 for each additional 100 amps

Minimum Fee

Minimum permit fee is \$40.00 plus \$5.00 State surcharge. This is for one inspection only. Minimum fee for rough-in inspection and final is \$80.00 plus \$5.00 State surcharge.

Maximum Fee

Maximum fee for single family dwelling or townhouse not over 200 amps is \$175.00 plus \$5.00 State surcharge. Maximum of 3 inspections.

Apartment Buildings

Fee per unit of an apartment or condominium complex is \$70.00. This does not cover service, unit feeders or house panels.

Swimming Pool

\$80.00 plus circuits. This includes 2 inspections

Additions, Remodels or Basements Finishes Accessory Structures

\$80.00 this includes up to 10 circuits and 2 inspections \$50.00 for panel plus \$8 per circuit.

Traffic Signals

\$7.00 per each standard

Street and Parking Lot Lights

\$4.00 per each standard

Transformers and Generators

\$10 up to 10KVA, \$40 11 to 75KVA, \$60 75KVA to 299 KVA, over 299 KVA is \$150.

Retro Fit Lighting

\$.65 cents per fixture

Sign Transformer

\$8.00 per transformer

Remote Control and Signal Circuits

\$.75 cents per device

Re-Inspection Fee

\$40.00

THE PERMIT FEE IS DOUBLED IF THE WORK STARTS BEFORE THE PERMIT IS ISSUED

Attachment B

**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

SUMMARY OF ORDINANCE NO. 2016-002

On the 8th day of February, 2016, the Arden Hills City Council adopted Appendix A of Ordinance No. 2016-002, and by five affirmative votes pursuant to Minn. Stat. §412.191, Subd. 4, directed that a summary of Appendix A of Ordinance 2016-002 be published.

Appendix A of Ordinance 2016-002 entitled “Amended 2016 Fee Schedule” an Ordinance Relating to Fees Payable within the City of Arden Hills for 2016. The primary purpose of the ordinance amendment is to update the Municipal Code to reflect fees for the calendar year of 2016.

A full copy of Appendix A of Ordinance 2016-002 is available for inspection by any person during regular business hours at the office of the City Administrator, 1245 West Highway 96, Arden Hills, Minnesota 55112. The Ordinance is also available online at <http://www.cityofardenhills.com>



ARDEN HILLS
MEMORANDUM

DATE: February 8, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Interim City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: Planning Commission Appointment

Background

The City of Arden Hills has a seven-member Planning Commission that advises the City Council on issues related to the City's Zoning Code, land use applications, Comprehensive Plan, and requests for acquisition, improvement, or disposal of the City's real property. Currently, one of the seven seats on the Planning Commission is vacant.

Recently, interviews for the vacant City Council seat were conducted. An applicant for the Council seat who was not chosen for that vacancy has been recommended by Mayor David Grant to serve on the Planning Commission. As such, the Chair and staff liaison of the Planning Commission met with the applicant and agree with Mayor Grant's recommendation.

James Lambeth resides at 3505 Glenarden Road and has an educational background in business and finance. Mr. Lambeth possesses a Bachelor of Business Administration Degree as well as several certifications in the fields of real estate and home inspections/remodeling. Mr. Lambeth has many years of senior executive experience, charity fundraising and organizing skills, and has served on the Minnesota State Appeals Board.

Commissioner Appointments

Mayor Grant has asked that staff prepare a recommendation for the City Council to appoint James Lambeth to the Planning Commission.

Recommendation

Approve Resolution 2016-007 appointing James Lambeth to the Planning Commission.

Attachments

Attachment A: Resolution 2016-007
Attachment B: James Lambeth Application Materials

Attachment A



**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION NO. 2016-007

**A RESOLUTION APPOINTING JAMES LAMBETH TO THE PLANNING
COMMISSION FOR A TERM EXPIRING DECEMBER 31, 2018.**

WHEREAS, the City Council appoints residents to serve in an advisory capacity to the City Council regarding planning and zoning issues in the City of Arden Hills;

THEREFORE, BE IT RESOLVED: The City Council appoints James Lambeth to serve as a member on the Planning Commission for a term expiring on December 31, 2018.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS
8th DAY OF FEBRUARY 2016.**

David Grant, MAYOR

ATTEST:

Amy Dietl, CITY CLERK

Attachment B

JAMES P. (JIM) LAMBETH
3505 Glenarden Road Arden Hills, MN 55112

November 23, 2015

Amy Dietl, City Clerk
City of Arden Hills
1245 West Highway 96
Arden Hill, MN 55112

RE: City Councilmember Application & Resume

Dear Amy,

Thank you for the opportunity to submit this application package regarding our vacant City Council seat.

My interest in the vacancy is simply the result of a love for Arden Hills as a great place to live, and it would be an honor to represent and serve our citizens as we work to bring our vision into the future.

My background and experience would serve well for managing the challenges that this job represents. I have a well-established career, including not only many years of senior executive experience, charity fundraiser and organizer, former member of the Minnesota State Appeals Board, but also Campaign Chief of Staff for Minnesota State Representative Kathy Lohmer.

Notwithstanding these and other details about my qualifications, I appreciate any opportunity to provide additional information that may be required. Please feel free to contact me at your convenience with any questions you may have.

Thank you again for the opportunity to provide this information for consideration as a possible appointee. I look forward to the process!

Sincerely,



James P. (Jim) Lambeth
3505 Glenarden Road
(651) 330-3373 [Home/Fax]
[REDACTED]

encl



City Councilmember Application Form

Date: 11/23/2015

General Information

Name: Lambeth James P.
Last First M.I.

Address: 3505 Glenarden Road

City, State, ZIP: Arden Hills, MN 55112

Phone Numbers: Home: (651) 330-3373 Work: [REDACTED]
Fax: (651) 330-3373 Fax: —

Email Address: lambeth5@msn.com

Personal Information

List your work experience.

- 26 years experience running multi-million dollar organizations
- Board of Directors, Builders Association of the Twin Cities (BATC)
- National Director, National Association of Home Builders (NAHB)
 - Voting Member of Legislative Conference
 - Area 10 Caucus
 - Washington, D.C.
- Federal Congressional Delegate
 - Builders Association of the Twin Cities (BATC)
 - Lobby House & Senate Members/HUD Secretary
 - Washington, D.C.
- Minnesota State Appeals Board
 - Appointed by Commissioner of Dept. of Administration
- Campaign Chief of Staff
 - State Representative, MN (Kathy Lehmer)
 - Elected to 3 terms, currently as Asst. Majority Leader

(See Resumé for Add'l Info.)

List any Civic, Professional, and Community Activity involvement.

Community: Organize/co-ordinate/active participation - charitable fundraising
Professional: Board of Directors, BADC; N4th Director, NAHB; Career Exec.
Civic: MN State Appeals Board; Campaign Chief of Staff - State Rep. Lohmer

Why do you want to serve on the City Council?

City Council matters to our City's quality of life and it's future. I believe I can promote our quality of life, and can help our Council be more effective, to the benefit of all our citizens.

What skills, strengths, or abilities do you believe you will add to the City Council?

Experienced decision making ability; professional problem solving skills;
Good listener; I do my homework & make the best decision possible given the information available.

List any additional comments:

My background & experience speaks for itself. I want to do this because I want to serve our citizens. My life thus far has prepared me for that. If I'm appointed, neither you nor the citizens of Arden Hills will be disappointed

Please return this form along with a letter of interest and your current resume to:

City of Arden Hills
1245 West Highway 96
Arden Hills, MN 55112
Attn: City Clerk
Phone: 651.792.7800
Fax: 651.634.5137

Note: Please be advised that per Minnesota Statute 13.601, Subd. 3, the following information is considered public for applicants to a public committee or commission: name, city, education, employment record, volunteer experience. Once an individual has been appointed to a public committee or commission, all information on this application will be considered public.

James P. Lambeth

3305 Glenarden Road

Arden Hills, MN 55112

651.330.3373 (Home/Fax)

lambeth5@msn.com

THE HOME DEPOT

Operations/Inventory Management/Flooring Sales

Hudson, WI

2012 to 2015

Responsibilities: Ensure the store is recovered and ready for business daily; Maintain and execute proper daily stock maintenance; Oversee completion of installation projects and assuring customer satisfaction.

Achievements: Six-time recipient of *Excellence in Customer Service Award*; Named Home Depot's *Operations Associate of the Month* in August 2012; Recipient of *Vice President's Recognition Award* for "Performance Above & Beyond" in July 2013.

UNIVERSAL INSPECTION SERVICES

Sole Proprietor

Woodbury, MN

2010 to 2015

Privately-owned business providing pre-listing, construction QC, pre-closing and safety audits. Clients include Buyers, Lenders, Realtors and Builders. Additional services: Expert litigation testimony.

Responsibilities: Development and implementation of all policies, procedures, standards and practices; Oversight and management of all field operations; Client relations.

AUTHENTIC CONSTRUCTION

General Manager

St. Paul, MN

2007 to 2010

Responsibilities: Oversight/management of all construction, sales and design activities; Quality control and safety programs; Strategic planning; Estimating and budgeting; Development, implementation and enforcement of company policies, procedures and practices.

Achievements: Named to America's Top 500 Residential & Commercial Remodeling Design/Build Firms; Five-time 2007/08 COTY Award Winner (Contractor of the Year) from NARI (National Association of the Remodeling Industry); Three-time 2007 ROMA Award Winner (Remodeler of Merit Award) from BATC (Builders Association of the Twin Cities). All time company record in revenue and profit during 2008.

K. HOVNIANIAN HOMES
Operations VP, Community Manager

Minneapolis, MN
2005 to 2007

Minnesota division of New Jersey-based Hovnianian Enterprises, national publically-owned building and development company.

Responsibilities: Oversee business plan & direct activities related to internal and external operations, including municipal approval process; Manage design, construction and service operations; Coordinate platting process and land development activities; Oversee OSHA and NPDES programs for compliance with state and federal regulations.

Achievements: Directed successful expansion operations into new markets – multifamily in Chanhassen, single family homes in Lakeville, and a 55-plus active adult community in Maple Grove.

WOODSIDE COMMUNITIES OF MN
President

Minneapolis, MN
2001 to 2005

Affiliate of The Woodside Group, based in Salt Lake City.

Responsibilities: Total P&L accountability for Twin Cities area operations, including Land acquisition and development; Strategic planning; Market analysis; Product design; Estimating & purchasing; Contract administration; Sales management; Construction operations; Mortgage financing; Customer relations.

Achievements: Coordinated, managed and administered the acquisition of a local developer/homebuilder, to increase market presence. Results expanded volume, revenue and profit position by 100%.

CMC HEARTLAND PARTNERS
Vice President, Chief Operations Officer

Minneapolis/Chicago
1997 to 2001

Partnership formed to manage all real estate assets of the former Chicago-Milwaukee Railroad.

Responsibilities: Total P&L and oversight for operations in MN, GA, MT, NC and WA. Direct all site engineering and architectural planning activities. Manage government approval process via active participation in public hearings and working with attorneys and public officials to ensure timely progress of reviews and approval.

Achievements: Negotiated the sale of \$15 million of major asset holdings in Minnesota and Georgia

SOVRAN CONSTRUCTION COMPANY
Senior Project Manager

Winter Park, FL
1989 to 1996

A wholly owned subsidiary of Yonkers Contracting in New York

Responsibilities: Management of large construction contracts related to development, design and construction of multi-million dollar projects throughout the southeast United States. Negotiate contracts with architects, engineers and subcontractors. Manage close outs and final payments with owners. Prepare/deliver contract proposals (i.e., Disney and NASA).

Achievements: Successful completion of military facilities for DOD, state prison facilities for DOC, high school and university campuses for DOE.

FORMAL EDUCATION

Bachelor of Business Administration Degree, Texas A&M University
Managerial Finance Studies, University of Houston
Liberal Arts & Business Law Studies, Louisiana Tech University

LICENSES, CERTIFICATIONS & MEMBERSHIPS

Certified Remodeler, National Association of the Remodeling Industry [NARI]
Real Estate Broker, State of Minnesota, Minnesota Association of Realtors (MAR)
Member, American Society of Home Inspectors [ASHI]

INDUSTRY & COMMUNITY SERVICE

Board of Directors, Builders Association of the Twin Cities
Appointee to the Minnesota State Board of Appeals
Campaign Chief of Staff for HD 39B Representative to Minnesota Legislature (House)
Non-profit Volunteer & Fundraiser, Families Moving Forward
Director, Campus Development Committee, Valley Creek Church



DATE: February 8, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Interim City Administrator

FROM: Amy Dietl, City Clerk

SUBJECT: Merrick, Inc. Gambling Permit

Background/Discussion

The City has received an application from Merrick, Inc. for an off-site gambling permit to conduct gambling activity at Flaherty’s Arden Bowl on March 6, 2016. Per Minnesota’s Lawful Gambling regulations, Merrick, Inc. is required to obtain acknowledgment and approval by resolution from the City to conduct off-site gambling.

Merrick, Inc. is holding its 14th Annual Bowl-A-Thon with all proceeds of the event going to support adults with intellectual and developmental disabilities at Merrick, Inc. Merrick, Inc. is a private nonprofit 501(c)(3) corporation dedicated to empowering adults with disabilities. It currently supports over 375 adults and is one of the largest Day Training and Habilitation (DT&H) programs in the state. The money raised at this event will help provide services to Merrick, Inc.’s clients (self-advocacy; social/leisure activities; physical, occupational, speech, and sensory therapies; and a retirement program).

Requested Action

Staff recommends approving Resolution 2016-006 Approving LG230 Application to Conduct Off-Site Gambling for Merrick, Inc.

Attachments:

Attachment A: LG230 Application
Attachment B: Resolution 2016-006

Attachment A

MINNESOTA LAWFUL GAMBLING

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: Merrick, Inc. License Number: 00264
Address: 3210 Labore Road City: Vadnais Hts., MN Zip: 55110
Gambling Manager Name: Wendy Busch Daytime Phone: 651-238-6871
Chief Executive Officer (CEO) Name: John W. Barker Daytime Phone: 651-789-6200

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 3/6/16 to 3/6/16

Check the type of games that will be conducted:

Raffle Pull-Tabs Bingo Tipboards Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Flaherty's Arden Bowl
Street address and City (or township): 1273 Connelly Ave., Arden Hills, MN Zip: 55112 County: Ramsey

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ _____ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>Local unit of government must sign.</p> </div>	<p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

1/27/16

Date

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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**CITY OF ARDEN HILLS
COUNTY OF RAMSEY
STATE OF MINNESOTA**

RESOLUTION No. 2016-006

**RESOLUTION APPROVING LG230 APPLICATION TO
CONDUCT OFF-SITE GAMBLING FOR MERRICK, INC.**

WHEREAS, Minnesota's Lawful Gambling regulations requires LG230 applicants to obtain acknowledgment and approval by resolution from the City in which gambling events are being held; and

WHEREAS, Merrick, Inc. has applied for an LG230 Application to Conduct Off-Site Gambling through the State of Minnesota to conduct gambling activity at Flaherty's Arden Bowl in the City of Arden Hills at its 14th Annual Bowl-A-Thon to be held on March 6, 2016;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ARDEN HILLS, MINNESOTA: The City Council hereby acknowledges and approves Merrick, Inc.'s LG230 Application to Conduct Off-Site Gambling.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS
8TH DAY OF FEBRUARY, 2016.**

David Grant, Mayor

ATTEST:

Amy Dietl, City Clerk



DATE: February 8, 2016

TO: City Councilmembers
Sue Iverson, Interim City Administrator

FROM: Mayor Grant

SUBJECT: Rice Creek Commons (TCAAP) Development Discussion Opportunity for Residents

Discussion

Under this Public Hearing, citizens have an opportunity to discuss ideas regarding Rice Creek Commons (TCAAP) development.



DATE: February 8, 2016

TO: Honorable Mayor and City Councilmembers
Sue Iverson, Acting City Administrator

FROM: Matthew Bachler, Senior Planner

SUBJECT: **Planning Case #15-026: Josephine East, LLC Development Agreement
Certificate of Completion and Release – 3177 Shoreline Lane**

Requested Action

Motion to approve the Certificate of Completion and Release pertaining to the Development Agreement between Josephine East, LLC and the City of Arden Hills for the property at 3177 Shoreline Lane.

Background

This case was considered by the City Council at their regular meeting on January 25, 2016. The item was tabled to allow for further review of the request at the next regular City Council meeting. The City Attorney will be in attendance at the meeting on February 8th to respond to questions regarding the Development Agreement and the Certificate of Completion and Release.

Discussion

In 1999, the City approved a four lot subdivision of a property on the east side of Lake Josephine by Josephine East, LLC. Today, these lots are 3189, 3184, 3177, and 3170 Shoreline Lane. Steve Zawadski has submitted a request on behalf of the property owners at 3177 Shoreline Lane for a declaratory letter on whether the terms in the Development Agreement with Josephine East have been satisfied (Attachment A). The property is in the process of being sold and the new owners are concerned about being subject to enforcement related to the Development Agreement. Money has been put in escrow by Mr. Zawadski pending the resolution of this issue.

The Public Works and Community Development Departments have determined that the majority of the terms and conditions in the Development Agreement were satisfied by Josephine East following the subdivision approval. However, the following two items remain in effect:

Shoreline Lane Extension

The subdivision plan included the extension of Shoreline Lane through the middle of the four lots and ending at the property line of 3187 Lexington Avenue. At the time, the City's Official Map showed Shoreline Lane continuing north to connect with the segment of Shoreline Lane that extends south from Edgewater Avenue. The City Council approved a temporary, 50-foot wide cul-de-sac to be removed when 3187 Lexington Avenue was redeveloped and the entire length of Shoreline Lane could be completed. This cul-de-sac currently provides access to the four Shoreline Lane lots and 3187 Lexington Avenue.

Under the terms of the Development Agreement, Josephine East was required to provide an escrow for the cost of removing the cul-de-sac and extending Shoreline Lane to the northern boundary of the subdivision. No record of this escrow has been found on file. Staff believes this condition should remain in effect because it establishes that the cul-de-sac is temporary and that the City intends to connect the two ends of Shoreline Lane if 3187 Lexington Avenue were to be subdivided. The Certificate of Completion and Release does not waive the City's right to assess the properties within the Josephine East subdivision for future costs associated with the Shoreline Lane connection.

Basement Elevations

The Development Agreement establishes a minimum elevation for basements due to the location of the properties on Lake Josephine. No structure on any of the four lots is permitted to have a basement elevation below 887.8 feet. This condition would remain in effect and be enforced with any future redevelopment on the properties.

Recommended Action

Approve the Certificate of Completion and Release pertaining to the Development Agreement between Josephine East, LLC and the City of Arden Hills for the property at 3177 Shoreline Lane.

Attachments

- A. Land Use Application and Declaratory Letter Request
- B. Aerial Map of 3177 Shoreline Lane and Surrounding Area
- C. Development Agreement – Josephine East, LLC
- D. Josephine East, LLC Development Agreement Certificate of Completion and Release

City of Arden Hills

City Council Meeting for February 8, 2016

P:\Planning\Planning Cases\2015\PC 15-026 - Development Agreement Determination Letter - 3177 Shoreline Lane\Memos_15-026



1245 West Highway 96
 Arden Hills, Minnesota 55112
 Telephone (651) 792-7800
 Fax (651) 634-5137
 www.cityofardenhills.org

For Office Use Only

Planning Case No.	15-026
Submittal Date	12/15/15
Application Completed Date	N/A
Accepted by	MWB
Receipt Number	#864225
Council Decision	
Council Decision Date	

2015 LAND USE APPLICATION

Applicant Information

Applicant: Steve Zawadski, for the Owner
 Address: 4614 Churchill St, Shoreview 55126
 Telephone No.: 651-483-0518 Other: cell 651-387-9056
 Fax No.: 651-483-9057
 Email Address: SteveZ@Zawadskihomes.com

Property Information

Property Owner: Walter F. Bauer
 Owner Address: 14431 W. Black Gold Lane, Sun City West, AZ 85375
 Owner Telephone No. 651-245-6876 Other:
 Address of Property Involved: 3177 Shoreline Lane, Arden Hills
 Legal Description: see attached
 Property ID No.: 34.30.23.44.0072 2537 000
 Type of Use: Residential
 Zone: R-2 Property Acreage: 80' x 376' = 30,000 SF

Type of Request

- Comprehensive Plan Amendment (\$893 + \$1,050 escrow)
- Conditional Use Permit or Amendment (\$630; \$315 for Home Occupation or if no Site Plan Review is required + \$630 escrow)
- Interim Use Permit or Amendment (\$630; \$315 if no Site Plan Review is required + \$735 escrow)
- Preliminary Plat (\$630 + \$26 per lot + \$1,575 escrow)
- Final Plat (\$525 + \$26 per lot)
- Concept Planned Unit Development (\$315)
- Master Planned Unit Development (\$630 + \$2,100 escrow)
- Final Planned Unit Development (\$315 + \$630 escrow)
- Planned Unit Development Amendment (\$630; \$315 if no Site Plan Review is required + \$2,100 escrow)
- Site Plan Review (\$315 + \$630 escrow)
- Rezoning (\$630 + \$1,050 escrow)
- Zoning or City Code Amendment (\$630 + \$1,050 escrow)
- Minor Subdivision (lot split/consolidation) (\$473 + \$1,050 escrow)
- Variance (Zoning Code) (\$315 + \$630 escrow)
- Vacation of Easement or Right-of-Way (\$420 + \$630 escrow)
- Appeal of Administrative Decision (\$105)
- Land Use Requests – Not Already Specified (\$210)

Brief Description of Request (please also include a typed, detailed letter explaining the project):

Seeking written City determination that developer has satisfied terms of Development Agreement and that the home owners have no exposure.

IMPORTANT

- Certain applications are subject to review and approval by the Rice Creek Watershed District. Contact RCWD directly at 763-398-3070 for additional information.
- The land use application fees do not cover building, sign, or other permit fees that may be required upon approval of a land use application.
- All applications will be subject to additional fees for reimbursement of consultant costs associated with filing, reviewing, and processing of application in the form of an escrow to the City.

Filing & Information Requirements

The City requests that you make a pre-application meeting with the City Planner to discuss the application process, requirements, and deadlines. Unless waived by the City Planner or Planning Commission, a certified survey of the property is required for all applications. A checklist with additional application requirements can be found at www.cityofardenhills.org/landuseapplications.

Complete/Incomplete Applications

An incomplete application will delay the processing of land use requests. The application approval time commences and an application is considered officially filed when the City Planner has received and examined the application and determined that the application is complete. A decision on whether the application is complete or incomplete shall be made within fifteen (15) working days following the submittal of the application. When the application is deemed to be "complete" it shall be placed on the agenda of the first possible Planning Commission meeting provided that all required public notices have been sent and published.

Payment of Fees

The undersigned acknowledges that she/he understands that before a land use application can be deemed complete, all required information and fees (including all deposits) must be paid to the City. If additional fees are required to cover costs incurred by the City, the City Planner has the right to require additional payment from one or more of the undersigned, who shall be jointly liable for such fees. Such expenses may include (but are not limited to) direct city payroll and overhead costs, fees paid to consultants and other professionals, and the cost of printing, mailing, and supplies. The City may withhold final action on a land use application, withhold building permits, and/or rescind prior action until all miscellaneous fees have been paid. Applicants are advised that an escrow deposit is required at the time of the submittal of the land use application to offset costs associated with the proposed project. Unused portions of an escrow are returned to the applicant upon successful implementation of an approved plan.

Notice of Meeting Attendance

In order for the Planning Commission and the City Council to consider any application, the applicant or a designated representative must be present at the scheduled meeting. If not, the matter may be tabled until the next available agenda.

Revised: 12-17-14

Agenda Deadline and Meeting Schedule

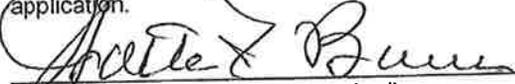
The deadline for submittal of land use applications is required according to the schedule outlined below. There are no exceptions. Failure to submit all application materials by the deadline date may delay the review process. Planning Commission meetings are typically held on the first Wednesday after the first Monday of each month at 6:30 PM, though please contact City Hall to verify the meeting date and time. City Council meetings are held typically the last Monday of the same month at 7:00 PM. Meetings are held in the Council Chambers at the City of Arden Hills, 1245 West Highway 96, Arden Hills, Minnesota 55112, unless otherwise stated. Applicants are advised that additional meetings and/or workshops are scheduled when necessary upon approval of the Planning Commission.

2015 SCHEDULE (*subject to change)

APPLICATION DEADLINE DATE*	TENTATIVE PLANNING COMMISSION MEETING DATE* (Generally held on the first Wednesday after the first Monday at 6:30 p.m.)	TENTATIVE CITY COUNCIL MEETING DATE* (Generally held on the last Monday at 7:00 p.m.)
December 1 (2014)	January 7	January 26
January 5	February 4	February 23
February 2	March 4	March 30
March 2	April 8	April 27
April 6	May 6	May 25
May 4	June 3	June 29
June 1	July 8	July 27
July 6	August 5	August 31
August 3	September 9	September 28
September 7	October 7	October 26
October 5	November 4	November 30
November 2	December 9	December 28
December 7	January 6 (2016)	January 25 (2016)

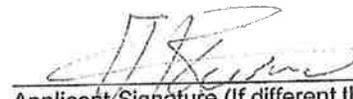
Acknowledgement and Signature

I acknowledge that I have read all of the information listed in the City of Arden Hills Land Use Application and fully understand that I am responsible for all costs incurred by the City related to the processing of this application.



 Property Owner Signature (Required)

12-14-15
 Date



 Applicant Signature (If different than the property owner)

12/11/15
 Date

Please contact the City Planner at 651-792-7800 if you have any questions regarding this application.

Additional copies of this application form are available on the City's website: www.cityofardenhills.org/landuseapplications

Revised: 12-17-14

STEVEN J. ZAWADSKI
4614 CHURCHILL STREET
SHOREVIEW, MN 55126
651-387-9056

December 11, 2015

Re: Land Use Application, 3177 Shoreline Lane, Arden Hills

To: City of Arden Hills

Overview

Applicants are seeking a short declaratory letter from the City of Arden Hills regarding a Developer's Agreement, and whether the terms of the Agreement have been satisfied, and whether homeowner(s) in the affected development have any ongoing liability exposure as a result of the Developer's Agreement remaining in place.

Background

In 2003, Walter F. Bauer (father-in-law of applicant) purchased a residential home at the above address; the title work listed a 1999 Development Agreement at that time, and it remains on the title today (see attached).

Specifically, the document is: **"Development Agreement Josephine East, LLC, by and between the City of Arden Hills, a municipal corporation, and Josephine East, LLC, a MN limited liability company, dated August 23, 1999 and filed October 11, 1999 as Document No. 1577440"**.

Mr. Bauer is selling the home, and currently resides in Arizona. The sale is all but completed, except for the presence of this Development Agreement on the Title. The new purchasers are asking for the Development Agreement to be satisfied and or removed from the title. Money has been put in escrow pending resolution of the Development Agreement's status.

The City staff has explained that the Development Agreement must stay in place, as it establishes that the existing cul-de-sac is temporary, and that the City may install a through-road at some point in the future. At this point, neither applicant or buyer of the property are requesting that the City reverse its position to keep the Agreement in place.

Request

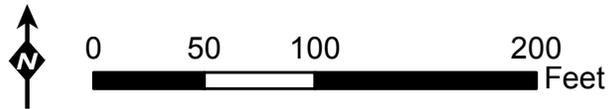
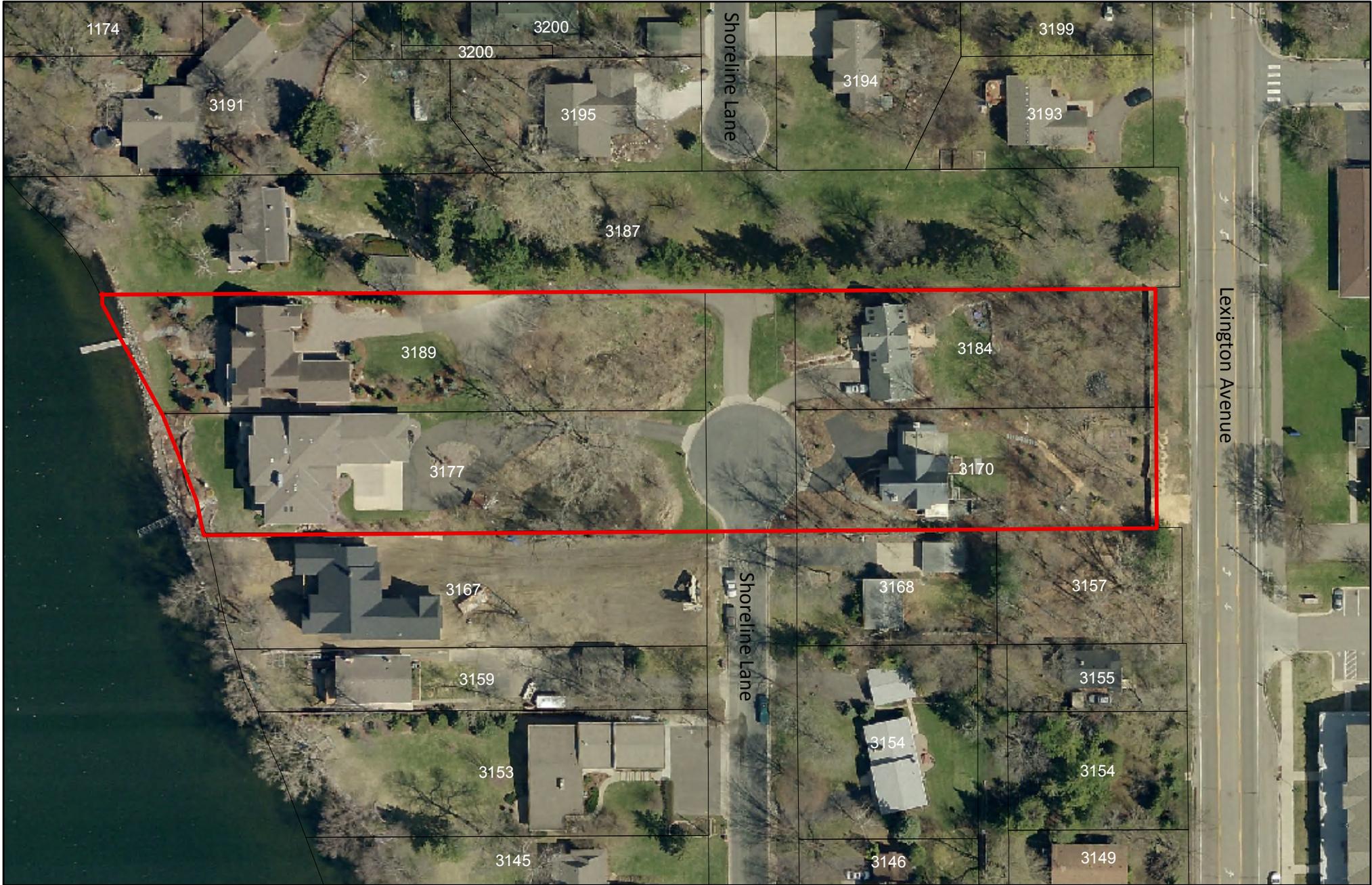
Applicants are simply requesting a letter from the City clarifying whether the terms and conditions of the Development Agreement have been satisfied. Did the original developer complete his obligations under the Agreement to the satisfaction of the City, or are there any outstanding issues? The new buyers are trying to ascertain whether their home will be subject to any monetary assessments or other City enforcement, specifically related to this Agreement, *other than* the cul-de-sac/through-street issue.

This clarification will enable the home sale to be completed. Thank you in advance.

Sincerely,

Steven J. Zawadski

CC: WFB



 Boundary of Josephine East, LLC Subdivision

**DEVELOPMENT AGREEMENT
JOSEPHINE EAST, LLC**

This Agreement is made and entered into to be effective the 23RD day of AUGUST, 1999, by and between the City of Arden Hills, a municipal corporation and political subdivision of the State of Minnesota (the "**City**"), and Josephine East, LLC, a Minnesota Limited Liability Company (the "**Developer**").

RECITALS

1. On May 24, 1999, the Arden Hills City Council approved Planning Case 99-03 (the "**Approval**") relative to the platting and development of certain property located within the City and described as follows (the "**Property**"):

Parcel 1: (abstract property)

The North 80 feet of the South 237.40 feet of that part of Government Lot 7, North of the South 6 acres in Section 34, Township 30, Range 23, Ramsey County, Minnesota.

Parcel 2: (torrens property - Certificate of Title No. 276605)

The North 80 feet of the South 157.4 feet of all that part of the South ½ of Lot 7, Section 34, Township 30, Range 23 lying North of the South 6 acres of said Lot 7, together with and subject to a perpetual right-of-way over that certain roadway running from Lexington Avenue Westerly toward Lake Josephine at a point approximately 196.45 feet South of the Northerly line of South ½ of that part of Government Lot 7 lying North of South 6 acres thereof.

2. The Approval was subject to a number of conditions and contingencies.
3. In order to help clarify and define the parties respective obligations with respect to the development of the Property, the parties have agreed to enter into this Development Agreement.

NOW THEREFORE, the parties hereto hereby agrees as follows:

1. **Conditions and Qualifications Regarding the Approval.** The Approval conditioned the approval of the final plat upon the conditions and qualifications set forth and described below with which the Developer hereby agrees to comply:

- A. **Title.** The Developer shall provide to the City evidence of title to the Property

in a form and substance reasonably acceptable to the City Attorney.

- B. **Extension of Shoreline Lane.** The plat shall dedicate an extension of Shoreline Lane through the Property as shown on the final plat approved May 24, 1999. (See Subsection 1 E, below.)
- C. **Grading Plan, Sediment and Erosion Control Measures.** The plans and specifications for the grading plan and the erosion control measures (the "**Grading/Erosion Control Plans and Specifications**") are attached hereto as Exhibit A. All streets and utilities for the project must be constructed in accordance with the Grading/Erosion Control Plans and Specifications. In addition:
1. All landscaping, sodding, seeding, or planting performed by the Developer pursuant to this Development Agreement or any other contract (collectively, the "**Landscaping**") shall continue to be the responsibility of the Developer until the earlier of the following:
 - A. One year from the date of any such landscaping; or,
 - B. The closing on the sale of any lot on which the Landscaping was performed.
 2. Developer shall seed or sod all disturbed areas outside of the street right-of-way within ten (10) days of completion of grading;
 3. All work necessary to complete the grading plan and erosion control measures pursuant to the **Grading/Erosion Control Plans** and Specifications shall be completed no later than June 30, 2000.

Any handwritten notations or modifications may have been added to Exhibit A and required by the Development Agreement shall be incorporated by the Developer into a final draft of Exhibit A and certified by a registered surveyor.

- D. **Park Dedication Fee.** The Developer shall pay the City a park dedication fee in the amount of \$14,184.00. The payment of the park dedication fee shall be allocated equally between each of the four lots contemplated by the plat, and shall be paid no later than the earlier of the following:
- A. Issuance of a building permit with respect to said lot; or
 - B. The closing on the sale of the lot to an entity /person other than the developer.

- E. **Escrow for Future Extension of Shoreline Lane.** As part of the Approval, the Developer is not being required to fully improve Shoreline Lane through the entire Property at the present time. In order to assure the availability of funds for the future improvement of Shoreline Lane to the north property line of the Property, the Developer shall deposit with the City the amount of \$ 21,750. Said amount shall be in addition to, and may be co-mingled with, the Improvement Escrow funds referred to in Subsection N below. The escrow shall be held by the City until the completion by the Developer of the improvements *affecting the extension of Shoreline Lane to the northerly boundary of the plat.*
- F. **Rice Creek Watershed District.** The Developer shall provide the staff with the written approval by the Rice Creek Watershed District for the development contemplated by the plat. The approval shall be in a form and substance acceptable to the City Staff.
- G. **Basement Elevations.** The Developer hereby agrees that no structure shall be constructed on the Property with the basement which has an elevation below 887.8 feet. This condition, at the option of the City, shall be placed in the form of a recordable instrument recorded/registered against the Property.
- H. **Utility and Drainage Easements.** The Developer shall provide the City with utility and drainage easements, in a form acceptable to the City Staff as required by the City's Ordinance Section 22-8(17)(e) and as shown on the final plat approved May 24, 1999.
- I. **Construction Specification for Street and Utilities.** The plans and specifications for the streets and utilities for the project are attached hereto as Exhibit B (the "**Street/Utility Plans and Specifications**"). All streets and utilities for the project must be constructed in accordance with the Street/Utility Plans and Specifications. In addition:
1. Unusable material within the roadways shall be removed by the Developer;
 2. The City Engineer, as Developer's expense, shall be present, at all times deemed appropriate by the City Engineer during, underground pipe construction and street construction. (This may mean that the City Engineer will be present full time during such activity.) The City Engineer shall be given no less than 24 hours notice of the commencement of any such activity. At all other times, the City Engineer *may make periodic visits to the site to insure that the Developer and its contractor are in compliance with the terms of this Agreement, which visits shall be at the expense of the Developer.*

In addition to whatever other remedies the City may have, Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City's Engineer, to insure that the improvements are *constructed and inspected* pursuant to the terms of this Agreement. Such failure to comply shall further result in the assessment of a penalty in an amount equal to 1%, per occurrence, of the amount of security required in Section 1. O. attributable to underground pipe and street construction.

3. The City reserves the right to test as necessary, at the Developer's expense, all grading work. At a *minimum*, a test roll of the street subgrade shall be passed prior to acceptance of the subgrade by the City.
4. Subgrading and the initial course of the street improvements shall be completed by August 15, 2000. The final wear course of the street improvement shall be completed by November 1, 2000..
5. All utilities shall be installed by the *appropriate utility company*;
6. The Developer shall arrange for the installation of underground gas, electric, telephone and cable TV after the first lift of asphalt is complete, but before the final lift is started;
7. All utilities improvements shall be completed by July 15, 2000.

Any handwritten notations or modifications may have been added to Exhibit B and required by the Development Agreement shall be incorporated by the Developer into a final draft of Exhibit B and certified by a registered engineer.

- J. **Temporary Cul-de-Sac Easement.** Prior to the endorsement of approval on the final plat, the Developer shall provide the City with a temporary easement in the form of the attached Exhibit C.
- K. **Acquisition of Right-of-Way From the South.** The Developer and City shall enter into an easement agreement relative to the acquisition of certain real property to the south of the plat prior to the endorsement of approval on the final plat. The form of the easement agreement shall be in the form of the attached Exhibit D.
- L. **Attorney's Fees.** The City hereby acknowledges the receipt of \$1,118.10 as and for the attorney's fees required to be paid in accordance with the Approval.

- M. **Notification of Purchasers.** The Developer shall inform all prospective purchasers of any of the lots in the property of the existence of the conditions imposed by the City Council pursuant to the Approval. The City may, at the City's discretion, record the Approval, or require the execution of any other recordable instrument (including this Development Agreement) which would effectuate such notification.
- N. **Improvement Security.** Prior to the City's endorsement of approval on the final plat, the Developer shall deposit security with the City Administrator in an amount equal to 125% of the City's Engineer's estimate of the cost of constructing the required improvements and payment of any administrative fees required herein (the "**Improvement Escrow**"). The security may be in the form of a cash escrow fund, a performance bond, or a letter of credit. The form of security shall be approved by the City Attorney. The Improvement Escrow shall include all funds to be escrowed in accordance with Section 1. E., above.

Except as otherwise provided in Section 1. E., above, upon completion of required improvements and acceptance by the City, the City Council shall reduce the amount of security for the completed improvements provided that in no case shall the total remaining security be equal to less than 125% of the estimated costs of the incomplete improvements and of the estimated and unpaid administrative fees.

- O. **Estimated Costs of Improvements/Administrative Fees.** Pursuant to the Developer's agreement in the original application, the Developer shall deposit with the City the sum of \$1500 to cover a portion of the legal and engineering fees incurred by the City with respect to the project. It is specifically acknowledged that said sum is not the precise amount due and owing at the present time, which amount has not been calculated. Furthermore, there may be additional fees and expenses incurred by the City with respect to the project which shall be the responsibility of Developer. The Developer shall pay any additional fees incurred through the date of this Agreement, as well as any additional amount which may be incurred subsequent hereto within ten (10) days of receipt of a statement therefor.

2. **Miscellaneous Requirements.** [NONE]

3. **Binding Effect.** The terms and provisions of this agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property and shall be deemed covenants running with the land. This Agreement, at the option of the City, shall be placed of record so as to give notice thereto to any subsequent purchasers and encumbrancers of all or any part of Property and all recording fees, if any, shall be paid by the

Developer.

4. **Notice.** Whenever in this Agreement notice is required to be given by one party to the other, such notice shall be delivered personally or shall be sent by certified mail, return receipt requested to the following addressees. Such notice shall be deemed timely given when delivered personally or when deposited in the mail in accordance with this section.

If to the City:

City Administrator
City of Arden Hills

Arden Hills, MN 55112

If to the Developer:

5. **Evidence of Recording.** Developer agrees to provide the City with evidence that the plat of Josephine East, LLC (the "**Plat**") has been recorded/registered in accordance with the terms and provisions of this Development Agreement within five (5) days of the date thereof.

6. **Incorporation by Reference.** All plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as if fully set out herein.

7. **Default.** The occurrence of any of the following shall be considered an "event of default" in the terms and conditions contained in this Agreement:

- A. Failure of the Developer to comply with any of the terms and conditions contained in this Agreement; and/or,
- B. The failure of the Developer to comply with any applicable ordinance or statute with respect to the development of the Property.

8. **Remedies.** Upon the occurrence of any event of default, the City, in addition to any other remedy which may be available to it, shall be permitted to do any or all of the

following, as it deems appropriate:

- A. City may make advances or take other steps to cure the default, and, where necessary, enter the Subject Property for that purpose. In making any such advances, the City may (but shall not be required to) draw upon the funds contained in the Improvement Escrow. 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. The Developer shall save, indemnify, and hold harmless, including reasonable attorney 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.
- B. 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.
- C. Exercise any other remedies which may be available to it including an action for damages.
- D. Withhold the issuance of any or all building permits and/or prohibit the occupancy of all building(s) for which permits have been issued.
- E. In addition to the remedies and amounts payable as set forth herein, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including reasonable attorney, engineering and consulting fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

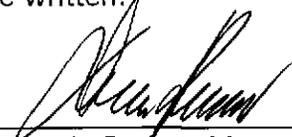
9. **Prior Land Occupancy.** In the event that any lot the Plat becomes occupied prior to completion of all improvements contemplated by this Agreement and acceptance thereof by the City, Developer shall provide all maintenance necessary (specifically including, but not limited to, snow plowing) to provide pedestrian and vehicular access to Lexington Avenue, provided:

- A. This shall not require Developer to provide any such maintenance upon any occupied lot; and
- B. The Developer's obligation hereunder shall terminate upon completion of and

acceptance by the City of a publicly dedicated right-of-way which will provide access from and to Shoreline Lane as referred to in Section 1. K., above.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed as of the date and year first above written.

Dated: 2/23/99,



Dennis Probst, Mayor

Attested:

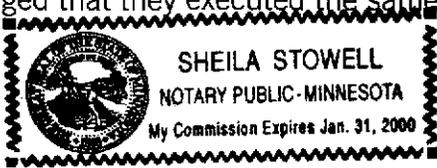
Terrence R. Probst

City Administrator

STATE OF MINNESOTA)

) ss.
COUNTY OF Ramsey)

On this 23rd day of August, 1999, before me, a notary public within and for said county, personally appeared ~~Terrence~~ Dennis Probst, to me known to be the mayor of the City of Arden Hills and he executed the foregoing instrument and acknowledged that they executed the same by authority of and on behalf of the City of Arden Hills.



Sheila Stowell

Dated: August 23, 1999

JOSEPHINE EAST, LLC

By [Signature]
Its Partner

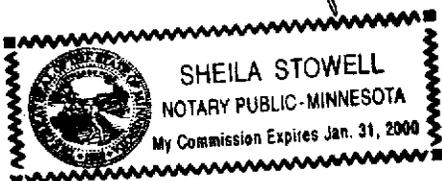
In the Presence of:

Donald P. Eventy

STATE OF MINNESOTA)

) ss.
COUNTY OF Ramsey)

On this 23rd day of August, 1999, before me, a notary public within and for said county, personally appeared Frank Rekuski, Jr., to me known to be respectively the Partner and — and he/she executed the foregoing instrument and acknowledged that they executed the same by authority of and on behalf of Josephine East, LLC.



Sheila Stowell
Notary Public

DRAFTED BY:

PETERSON FRAM & BERGMAN, P.A.
(John Michael Miller, Atty #7326X)
50 East Fifth Street, Suite 300
St. Paul, MN 55101
(651) 291-8955

F:\users\JOHN\Josephine East.Develop.agr.4.wpd
August 20, 1999 (11:28AM)

STREET AND UTILITY EASEMENT

Josephine East, LLC, a Minnesota limited liability company, Grantor, of Ramsey County, Minnesota, for and in consideration of One Dollar and other good and valuable consideration, does hereby grant and convey to the City of Arden Hills, a municipal corporation, Grantee, the right, authority and easement to freely use the premises hereinafter described (the "Easement Tract") for the purposes described below:

That part of Lots 1 and 2, Block 1 and Lots 1 and 2, Block 2, JOSEPHINE EAST, LLC, Ramsey County, Minnesota lying within the circumference of a circle having a radius of 50.00 feet; the center point of said circle being a point on the centerline of Shoreline Lane which is 50.00 feet northerly of the South line of said JOSEPHINE EAST LLC, as measured along said centerline.

The purpose of this easement is to allow the City the free right to enter upon the Easement Tract for grading, leveling, filling, draining, paving, building, maintaining, repairing and rebuilding public streets and highways thereon, together with such sidewalks, bridges, culverts, ramps and cuts as may be necessary, and any further uses as are necessary to maintain said land for a public purpose, and for the further purpose of using the land for construction, installation and maintenance of storm sewers, and drainage facilities, and all other public utilities ordinarily located within public streets, and to include the right to construct slopes and deposit waste material thereon, to acquire and obtain exclusive ownership of all the dirt or other material necessary to be excavated, removed or taken, to acquire all structures, trees, shrubs, grasses and herbage now existing and growing or hereafter planted and grown upon or within said strip(s) of land. This easement shall also include a temporary easement, as necessary, over and across the land adjacent to the Easement Area in order to accomplish any construction or maintenance which may be allowed by this easement.

The dedication and acceptance of this easement for road purposes does not obligate the Grantee to construct or maintain a road thereon until such time as such construction and maintenance is deemed by the Grantee necessary for the public interest and welfare; however, this shall not be construed as a limitation upon the rights of the Grantee to exercise its rights hereunder when the Grantee deems it necessary and in the public interest.

The easement granted hereby may be terminated only upon the following:

1. Completion of street and/or other improvements deemed appropriate by the Grantee so that Shoreline Lane, as shown on the plat of Josephene East LLC, is fully improved; and,
2. The recording of an instrument signed by the Grantee terminating the easement granted hereby.

In the event this easement is terminated, the City agrees to thereafter put the Easement Tract back into its former condition, as reasonably possible under the circumstances.

TO HAVE AND TO HOLD, said easement until said Grantee, its successors and assigns, as described above.

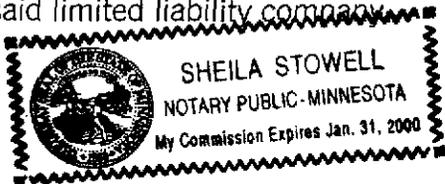
IN WITNESS WHEREOF, said Grantor has set its hand this 23 day of AUGUST, 1999.

JOSEPHINE EAST, LLC

By [Signature]
Its [Signature]

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 23rd day of August, 1999, by Frank Rekuski, Jr. the Partner of Josephine East, LLC, a limited liability company under the laws of Minnesota, on behalf of said limited liability company.



[Signature]
Notary Public, Ramsey County, MN

DRAFTED BY:

MILLER LAW FIRM

(Space Reserved for Recording Data.)

**CERTIFICATE OF COMPLETION
AND
RELEASE OF DEVELOPMENT AGREEMENT**

Date: _____, 2016

WHEREAS, the **CITY OF ARDEN HILLS**, a Minnesota municipal corporation (“City”), and **JOSEPHINE EAST, LLC**, a Minnesota limited liability company (“Developer”) entered into a Development Agreement dated August 23, 1999 (“Development Agreement”) and recorded October 11, 1999 as Ramsey County Document No. 1577440.

WHEREAS, Developer has performed and met all requirements of the Development Agreement and there is no longer a need to preserve the City’s rights as detailed in the Development Agreement as recorded against the property, **except** that the City reserves the right to enforce paragraphs 1E and 1G of the Development Agreement which state in their entirety as follows:

- 1.E. Escrow for Future Extension of Shoreline Lane.** As part of the Approval, the Developer is not being required to fully improve Shoreline Lane through the entire Property at the present time. In order to assure the availability of funds for the future improvement of Shoreline Lane to the north property line of the Property, the Developer shall deposit with the City the amount of \$21,750. Said amount shall be in addition to, and may be co-mingled with, the Improvement Escrow funds referred to in Subsection N below. The escrow shall be held by the City until the completion by the Developer of the improvements effecting the extension of Shoreline Lane to the northerly boundary of the plat.
- 1.G. Basement Elevations.** The Developer hereby agrees that no structure shall be constructed on the Property with the basement which has an elevation below 887.8 feet. This condition, at the option of the City, shall be placed in the form of a recordable instrument recorded/registered against the Property.

NOW, THEREFORE, this Certificate of Completion and Release is to certify that the Developer has fully complied with its obligations under the Development Agreement and the

