CITY OF SHOREVIEW
AGENDA
CITY COUNCIL
Monday May 04, 2026
7:00 PM

Under MN Statutes 13D.02 and city policy, council members may participate remotely.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF AGENDA**

5. **PROCLAMATIONS AND RECOGNITIONS**
   5.a National police week proclamation

6. **PUBLIC COMMENTS**
   -

   Individuals may address the city council about any item under the consent agenda or an item that is not on the agenda. Specific rules used for public comments are available near the council chambers entrance. Speakers are asked to come to the podium, state their name and address for the record, and keep their remarks to three minutes or less. Generally, the city council will not take official action on items discussed at this time. They may refer the matter to staff for a future report or ask for it to be put on an upcoming agenda.

7. **COUNCIL COMMENTS**

8. **CONSENT AGENDA**
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   These items are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a councilmember or citizen so requests, in which event the item will be removed from the consent agenda and placed elsewhere on the agenda.

8.a April 20, 2026 city council meeting minutes
8.b April 20, 2026 city council workshop minutes
8.c Receipt of committee/commission minutes
8.d Claims and purchases
8.e Accept quote from Wilson's Nursery for spring tree planting
8.f Approve 2025 inter-fund transfers and loans
8.g Authorize execution of a professional services agreement for the Community Center Lift Station, city project 26-12.
8.h Authorize execution of Cooperative Agreement PUBW2026-13R with Ramsey County for the pavement preservation project on Lexington Avenue, city project 26-05.
8.i Accept quote from Dave Perkins Contracting, Inc. for water utility work associated with the Ramsey County pavement preservation project on Lexington Avenue, city project 26-04.
8.j Approve the purchase of five pieces of cardio equipment for the fitness center from Master Link Sports.
8.k Krew redevelopment project (Enclave): Resolution authorizing execution of a Development Agreement and approving an Administrative Amendment to the Tax Increment Financing Plan for Tax Increment Financing District No. 16 Assignment and assumption of Purchase Agreement

9. **PUBLIC HEARINGS**

10. **GENERAL BUSINESS**
10.a Nuisance abatement - Required tree removals

11. **SPECIAL ORDER OF BUSINESS**

12. **ADJOURNMENT**

Memorandum

TO: City Council

FROM: Brad Martens , City Manager

DATE: May 4, 2026

SUBJECT: National police week proclamation

ITEM NUMBER: 5.a

SECTION: PROCLAMATIONS AND RECOGNITIONS

REQUESTED MOTION

INTRODUCTION

In 1962, President Kennedy and the Congress declared the week where May 15 falls as National Police Week to honor officers and deputies who gave their lives in the line of duty. The Ramsey County Sheriff's Office has asked the city council to issue the attached proclamation declaring May 10 - 16, 2026 as police week in Shoreview.

DISCUSSION

RECOMMENDATION

ATTACHMENTS

Police Week 2026.pdf

City of Shoreview

Proclamation

Recognizing National Police Week

May 10 – 16, 2026

WHEREAS, in 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Ramsey County Sheriff's Office; and

WHEREAS, uniformed Patrol Sworn staff dedicated to the contract cities include deputies, including K9 handlers and their K9 partners, patrol shifts, school resource officers, and water patrol deputies; and

WHEREAS, the Ramsey County Criminal Investigative Unit contains sworn investigators including dedicated sex crimes investigator, civilian analysts/support staff and the electronic crimes unit; and

WHEREAS, National Police Week pays special recognition to law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the service and sacrifice of Ramsey County suburban law enforcement officers who died in the line of duty will be honored during the Ramsey County Suburban Law Enforcement Memorial Ceremony on May 14, 2026;

NOW, THEREFORE, BE IT RESOLVED, that the Shoreview City Council designates May 10 - 16, 2026 as Police Week in the City of Shoreview, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

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Sue Denkinger, Mayor

Memorandum

TO: City Council

FROM: Cinde Morris , Deputy clerk

DATE: May 4, 2026

SUBJECT: April 20, 2026 city council meeting minutes

ITEM NUMBER: 8.a

SECTION: CONSENT AGENDA

REQUESTED MOTION
Approve April 20, 2026 city council meeting minutes.

INTRODUCTION
City council is being asked to approve the April 20, 2026 city council meeting minutes.

DISCUSSION

RECOMMENDATION
It is recommended that the city council approve the minutes of the April 20, 2026 city council meeting as presented.

ATTACHMENTS
4-20-2026

CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
APRIL 20, 2026

CALL TO ORDER

Mayor Denkinger called the regular meeting of the Shoreview City Council to order at 7 pm on April 20, 2026.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

The following members were present: Mayor Denkinger; Councilmembers Doan, Gardner, Myrland, and Springhorn.

Staff: Assistant City Manager Renee Eisenbeisz
City Attorney Martin Norder

APPROVAL OF AGENDA

MOTION: by Councilmember Springhorn, seconded by Councilmember Doan to approve the April 20, 2026 meeting agenda as presented.

VOTE: AYES - 5 NAYS - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

Steve Bona, 4445 Snail Lake Boulevard, said that Snail Lake Boulevard is in terrible shape from Highway 96 to Mackubin Street. Every 100 feet there are cracks. It is a busy road. It has been patched which makes it bumpy. It is hard to have pride in the neighborhood with the poor condition of the road. Several years ago, Snail Lake Boulevard was replaced from Victoria to Mackubin. Residents expected that the next phase of the road would be done the next year, but it was not done. There have not been repairs in the last 15 years, and the response from staff is that this road is not on the schedule.

Sandy Martin, 444 Lake Wabasso Court, recognized Jerry Filla who passed away in the last week. He served as city attorney for 41 years. Residents do not see the work of the city attorney - the long hours of review, careful interpretation of laws, or thoughtful guidance during difficult decisions. That work matters enormously. It helps protect city institutions and helps the city operate responsibly, fairly, and in accordance with the law. Jerry Filla was instrumental in many groundbreaking decisions made by past councils.

During Jerry's tenure, Shoreview was growing rapidly, expanding from about 10,000 residents to more than double that number before his retirement in 2014. With that growth came major expansions of sewer, water and infrastructure along with many new streets and trails. Jerry's legal advice was critical in matters of assessment policies and right-of-way issues. His role as an advisor to the planning commission and staff was also essential as the city navigated zoning and comprehensive plan revisions. Shoreview has long been known as a leader among Minnesota cities, and Jerry's counsel was invaluable when we ventured into new territory. In 1985, Shoreview passed the first ordinance in Minnesota prohibiting phosphorous in fertilizers that were sold or used in the city. In 1987, Jerry negotiated the contract with the television tower owner regarding the placement of towers in Shoreview and that contract lasted for 25 years. In 1989, Shoreview became the second city in the state to pass legislation restricting teen access to tobacco products. In 1992, the city passed one of the first ordinances that limited targeted picketing in residential districts. Many cities followed Shoreview's lead in all of these areas. Each of those decisions carried the potential for legal challenges, and Jerry's guidance was critical in helping the city move forward with confidence. Not only was it her honor to sit next to Jerry at the council desk for most of his 41 years, but that professional relationship also evolved into a wonderful friendship with him and his entire family, one that has continued into his retirement. A few months ago, a small group of friends and former colleagues had gathered together, and Jerry was struggling with his speech by then, but his mind was still working overtime. As we reminisced about old times, I joked that I really should thank Jerry for keeping me out of serious trouble all those years. There was a brief pause. Jerry looked at me and he said, "It was never easy, Sandy." That was Jerry.

While we mourn his passing, we are also grateful for the legacy that he leaves behind, and his service reminds us that communities are built not only by visible leaders but also by those who quietly dedicate their careers to doing the work carefully, thoughtfully, and well. Because of Jerry's work, Shoreview is stronger, and the policies, decisions, and foundations that he helped guide will continue to shape the city long into the future. On behalf of Shoreview residents, thank you, Jerry, for always doing the right thing for all the right reasons.

Mayor Denkinger thanked Former Mayor Martin for her tribute to Jerry Filla.

Councilmember Doan asked if the city has a mechanism to recognize 41 years of service now 11 years after retirement, whether there are meaningful ways to recognize people.

Assistant City Manager Eisenbeisz said there is a process outlined in the city's public expenditure policy for recognizing previous city council members, volunteers, or residents who pass away and have contributed significantly to the city. That is at the discretion of the city council. She will discuss this with the city manager.

COUNCIL COMMENTS

Councilmember Myrland:

Incarnation Lutheran Church is hosting a Feed My Starving Children mobile pack event April 22 - 26. Thousands of people from all over the community come to participate - from work groups, organizations, and clubs like Scouts BSA, Rotary and Lions. The Incarnation website, incarnationmn.org, has a link for registration.

Councilmember Springhorn:

Recognized the passing of Juan "Nito" Quitevis earlier this month at age 89. He served just a few months on the city council in 1995. He was the only one who called to complain when the city plowed and he didn't think they should have. He wished the best to his family on Nito's passing.

PaR Systems had a vital role in the Artemis voyage. They continue to do significant work on that project through their friction stir welding process for the rocket stages and tanks, their specialized crane systems that support NASA's manufacturing and assembly processes, and their automated spray foam insulation, which provides protective coatings to maintain temperature control and structural integrity. Congratulations to Carla and her team at PaR Systems for their part in getting the Artemis astronauts safely into space and back.

The Shoreview Einhausen Sister City Association (SESCA) has an outing Friday, May 22 at the Minneapolis Institute of Art at 2:15 pm to view an exhibition on German modern art and politics in the early part of the 20th century. That will be followed by dinner at the Black Forest Inn around 4:30. It is not necessary to be a member SESCA to participate. The cost is $10 for the group tour, and $20 for the exhibit. Anyone interested should RSVP at sesca.org.

The Shoreview Northern Lights Variety Band concert is Saturday, April 25 at 3 pm in Benson Great Hall at Bethel University. The concert theme is "Sound of Stage and Screen." Tickets are $15 at snlvb.com or can be purchased at city hall during business hours.

Councilmember Doan:

Taste of Shoreview will be held April 21 at the community center. Tickets can be purchased at the door. Everyone is welcome at this fundraiser for the *Slice of Shoreview*.

Attended the Shoreview Historical Society member breakfast this past week. The 2026 Heritage Family of the year is Wegleitner family in recognition for their many contributions to the community over the years.

As the weather gets nicer and more people are out and about, he asks that drivers slow down and watch for those who are biking and walking.

Welcomed a new family into his neighborhood. They moved to Shoreview because of their employment at the new Fairview Pharmaceuticals facility in Seven Lakes.
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Councilmember Gardner
The city tree sale has ended, but the native plant sale will open April 28 and run through May 16. A kit of native plants can be purchased at a great discount. Each kit consists of a tray of 36 plants, six plants of six species. There is no warranty on the plants. There is a limit of four kits per property.

Saturday, April 25, is National Drug Take Back Day. This is a great opportunity to drop off expired or unused prescription drugs. Doing so provides significant environmental benefits, such as protecting aquatic life from endocrine-disrupting compounds and keeping chemicals out of wastewater treatment systems that are not equipped to filter them. It is also a critical step in keeping opioids out of the wrong hands. While the sheriff's office has a regular drop-off available during business hours, this Saturday there will be a specific collection event at the Walgreens on Lexington Avenue in Arden Hills. The event hours are listed as either 9 am - 1 pm or 10 am - 2 pm. They will accept some liquids, but sharps are not permitted. Specific information is available on the Ramsey County Environmental Center website.

Mayor Denkinger:
Spring fest for Earth Day will be held in the lower level parking lot of the community center on Sunday, April 26, from 2 - 5 pm.

On April 28, the 55+ housing fair will be at the community center from 1 - 3 pm.

The last indoor farmers' market will be Tuesday, April 21.

An open house will be held at Bobby Theisen Park on Saturday, May 2, from 9:30 am - noon for residents to see the new pickleball courts, park building, playground equipment, and improvements to the field.

CONSENT AGENDA
Mayor Denkinger noted the following items on the consent agenda that are part of the city's infrastructure:

- 2026 insurance policies which now includes an increase in protection for cyber-attacks on city sites. The risk has increased, and she is pleased the city's infrastructure is updated proactively and that it is covered financially.
- Items. 8.h and 8.j are for processes and different technologies used to extend street life.
- 8.m is to take bids for a water main in the southwest part of the city that is old, brittle and made of cast iron.

These are all thoughtful investments in infrastructure that go on behind the scenes that may not be recognized when residents receive their property tax statement.

Councilmember Springhorn said that item 8.g, amending mayor and council salaries, is a 3% increase. Councilmembers will receive an increase from $655/month to $685/month. Salary increases for the council and mayor are considered only every two years, which has been 3% the last four times. This is an average of 1.5% per year for the last eight years. This is far less than the average wage growth in the country. In 2020, councilmembers received $608/month. The average among other cities at that time was $696/month. The raise to $685 is still lower than what cities of similar size were receiving six years ago. The raise does not take effect until after the next election. The salary is for meetings, reading materials, ribbon cuttings, open houses, committees, boards of directors, and league of local governments.

MOTION: by Councilmember Myrland, seconded by Councilmember Doan to approve items 8.a through 8.m listed below on the Consent Agenda for April 20, 2026:

8.a April 6, 2026 city council meeting minutes
8.b Receipt of committee/commission minutes:
- Bikeways and trails committee - 2-5-26 and 3-5-26
8.c Monthly Reports:
- Administration
- Community development
- Finance
- Human resources
- Parks and recreation
- Public safety
- Public works
8.d Claims and purchases
8.e Order preparation of feasibility report for Hamline Avenue reconstruction, CP 28-01
8.f Approve administrative penalty for a tobacco compliance violation - February 27, 2026
8.g Amending mayor and council salaries
8.h Award 2026 insurance policies
8.i Authorize execution of cooperative agreement with Ramsey County for reclamite treatment on various city roads
8.j Accept quote from Asphalt Surface Technologies Corporation for 2026 crack sealing project
8.k Agreement between Metropolitan Council and City of Shoreview - bus stop and bus route
8.l Accept quote from Cobalt Companies for 2026 Traffic Signal System Maintenance, City Project 26-01
8.m Approve plans and specifications, order the improvement, and order taking of bids for the 2026 Waterman Lining Project - city project 26-11

VOTE: **AYES - 5** **NAYS - 0**

PUBLIC HEARINGS
There were none.

GENERAL BUSINESS
There was none.

SPACIAL ORDER OF BUSINESS
There was none.

ADJOURNMENT

MOTION: by Councilmember Doan, seconded by Councilmember Myrland at 7:38 pm.

VOTE: **AYES - 5** **NAYS – 0**

Mayor Denkinger declared the meeting adjourned at 7:38 pm.

These minutes approved by the council on the 20th of April, 2026.

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Brad Martens
City Manager

Memorandum

TO:	City Council
FROM:	Cinde Morris , Deputy clerk
DATE:	May 4, 2026
SUBJECT:	April 20, 2026 city council workshop minutes
ITEM NUMBER:	8.b
SECTION:	CONSENT AGENDA

REQUESTED MOTION
Approve April 20, 2026 city council workshop minutes.

INTRODUCTION
City council is being asked to approve the April 20, 2026 city council workshop minutes.

DISCUSSION

RECOMMENDATION
It is recommended that the city council approve the minutes of the April 20, 2026 city council workshop as presented.

ATTACHMENTS
4-20-2026 workshop

CITY OF SHOREVIEW
MINUTES
CITY COUNCIL WORKSHOP MEETING
April 20, 2026

CALL TO ORDER

Mayor Denkinger called the workshop meeting of the Shoreview City Council to order at 5 pm on April 20, 2026.

ROLL CALL

The following attended the meeting:

City Council:	Mayor Denkinger; Councilmembers Doan, Gardner, Myrland and Springhorn
Staff:	City Manager Brad Martens Assistant City Manager Renee Eisenbeisz

GENERAL BUSINESS

RAMSEY COUNTY ELECTIONS UPDATE

Presentation by Ramsey County Deputy Auditor David Triplett

State law directs that the county auditor is the head election official for that county. Larger counties and metro counties have a dedicated elections office. The other head election official in state law is the city clerk. The county auditor has contracted the city clerk duties for four years.

There are four levels of authority in Minnesota elections:

- State: the state head election official is Secretary of State Steve Simon. The primary role of the state is to train and support local election officials and is legally required to provide the statewide voter registration system, a database that houses all registration information. The state does not control the data; counties do. Access is granted from the Minnesota Secretary of State to verified users and verified devices with required two-factor authentication. The state also provides election results on election night.
- Counties: state law requires the county auditor to be in charge of county duties, which include managing the data in the voter registration database, handle absentee voting, reporting results, ballot programming, choosing certified voting equipment, and other duties.
- Cities and school districts: city clerks are the election officials for their jurisdictions. Cities purchase certified voting equipment chosen by the county, provide adequate voting supplies, staff polling places and early voting locations, and certify their own election results. The canvassing board for the city is the city council.

- Federal: historically has a very limited role in administering elections, guarantees fundamental voting rights, such as in the 1960s voting right act. Not involved with day-to-day election administration, however, the proposed Save America Voting Act could mean the federal government being more involved with running elections.

Now that the city is contracting with the county, it is the county who assigns the election judges in the city and manages absentee and early voting. However, the city still determines the polling locations, establishes precinct boundaries, and certifies election results.

What is the city receiving by contracting with Ramsey County?

- Dedicated elections office with eight full-time staff, six limited duration staff, and over 30 seasonal staff
- Staff recruits election judges which includes compensation and training
  - Up to 1,500 election judges are recruited in mid-term elections and 2,000 in presidential elections
  - 12 to 15 judges work in each Shoreview precinct in
- Provides area judge to oversee precincts and support
- Handles voter registration and absentee voting - the Shoreview library is one of the busiest early voting locations in the county
- Assists in understanding new election laws and how to implement them
- Provides local law enforcement

Elections are a cross-county effort with involvement from several departments, as well as city partners.

The current contract with the county is through the end of this year. A new contract draft will be sent to the city in June to be approved by January 2027. The new contract will be similar to the old one, except a request will be made to increase pay for election judges by $2/hour. They currently make $16 to $22/hour and have not had a pay increase in six years.

This year is the midterm election year. There are approximately 325,000 voters in Ramsey County; in a midterm election there will be approximately 220,000 to 250,000 voters. Part of that is because of the number of open seats, and the governor and senate seats do not have incumbents running. Minnesota votes at very high rates. Generally, there will be a 70% - 75% turnout of registered voters. The city is at 70% to 80% turnout.

Election security and emergency preparedness

An emergency response team was set up a few years ago with emergency management, local law enforcement, public works, etc. The team meets daily during election season to talk through and respond to any incidents.

One of the main security issues is the voting system. The voting system is the ballot counter. Ramsey County has a non-network voting system which means nothing is sent over the internet on election night. Judges physically bring the machine to the county election office where an audit is performed to make sure nothing has been tampered with and to verify the numbers are correct. The voting system is deemed critical infrastructure, the same as dams or the energy grid. As critical infrastructure, there are more resources to support the system. Security walkthroughs are conducted in the facility to try to point out any security gaps. Logs are reviewed, as well as the chain of custody of ballots.

In addition to the audits on election nights, the county also has dedicated staff that verify active records, verify address changes and forward violations for investigation. There are also redundancies in place so that if the system goes down, there is a paper document backup system so people can still vote.

Securing voted ballots
On election night, election judges verify that the number of ballots match the total number of voters. They are then placed in ballot boxes and sealed by judges. The ballots are kept sealed and only opened for recounts, post-election review, or by court order. Minnesota has paper ballots. If there is ever a question or issue, two teams can go back to the ballots and hand count them. Ballots are kept under lock and key for 22 months and then destroyed. Candidates can appoint “ballot guardians” as representatives if ballots are accessed.

Prepare to vote
Residents are urged to visit the state’s website, MNVotes.gov to prepare for election day by:

- Determining eligibility
- Registering to vote
- Confirming registration or update registration
- Finding out candidates and view a sample ballot
- Finding out where to vote
- Applying for an absentee ballot

Absentee and early voting
Most people vote on election day, although absentee and early voting has increased significantly since the legislature lifted restrictions requiring a reason to vote by mail. Vote by mail begins 46 days before an election and voters must complete an application online, in person, or through the mail. During absentee voting, ballots are stored at the Ramsey County Elections Office. Ballots are reviewed by a ballot board. If a ballot is rejected, voters are notified and automatically sent a new ballot.

Early voting begins 18 days before an election. Four locations are open across the county and residents can vote at any location. Locations provide extended weekday

and weekend hours. Hours, locations and wait times available online at the county's website.

Council discussion
Councilmember Doan expressed concern about people not trusting that their vote counts and how to respond to that person. Triplett said if there are any feelings of distrust, voters are encouraged to attend any of the following events open to the public:

- Election judge training
- Public accuracy test
- Ballot board count center
- Election night returns
- Post-election review
- Recounts

At the public testing, voters are allowed to fill out a ballot, run it though the counter and check that it was counted correctly. Voters can check their registration at MNVotes.gov. Minnesota also has same day registration, allowing individuals to vote on election day after registering at the polling place. Each state is different. Some states require registration a certain time ahead of the election. Some states require a provisional ballot if registration occurs on election day that later must be certified before the ballot can be counted. Other states require voters to vote the party in which they are registered. Minnesota does not have any of these restrictions.

Councilmember Springhorn asked about results that were questioned in Roseville in 2018 with the mayor's race. Triplett noted that there was a coding error between their system and the state's system. At that time, the county did not perform audits on election nights to confirm that the numbers received from polling places match the machine's results and are uploaded correctly into the state's system. There is now an audit that's performed before the results go public to confirm this doesn't happen again.

Springhorn asked about ICE presence at elections. Triplett said that decision is above his authority. Minnesota law is clear about who can and cannot be at a polling place. Only voters, election judges, people assisting voters, and exit pollers at the entrance can be at a polling place. No one else is allowed. Anyone else who shows up must remain 100 feet away from the perimeter of the property of the polling place or be removed.

Councilmember Gardner asked if there is a YouTube video to walk someone who is skeptical through the process. Triplett said he is not sure a video would get traction. He urges people to go through election judge training which he believes will build trust. Many have said after the training that they had no idea how many steps there are to the process and checks for accuracy.

Gardner said he is impressed with the continual improvement in the system: 1) working with the postal service and change of address forms; 2) noting death certificates to remove those voters; and 3) getting voting rights reinstated for those released from incarceration. There is a very narrow window for any voter fraud to take place. Triplett agreed and said in Minnesota there are 87,000 election judges certifying results. Elections were set up to be run by many people, so that if any fraud were to occur, everyone would have to be part of it. Election judges are hired from party lists first. There are about 400 in Ramsey County, and they must be assigned first. Then others can be hired.

Gardner asked how emergencies are handled. Triplett said there are many logistics to address emergencies. If the polling place is in a public building or school, there is more control on how to handle them thanks to partnerships with cities and school districts. If the polling place is in a private building that has its own emergency system, there could be a lockdown that has to be addressed. The emergency response team is on deck on election day to be ready for whatever is needed.

Doan urged the county to do more outreach through a YouTube video or other means to help voters learn how the system works.

Councilmember Myrland asked the reason for the length of time for absentee voting and if early voting and absentee voting are the same amount of time. Triplett said that the law was changed for absentee voters by Governor Pawlenty to accommodate time for military voters and overseas voters. The four weeks before election day absentee voting is through an application and mail-in ballot. Eighteen days before the election, voters can vote early by simply filling out a ballot and actually putting it in the counting machine. The majority of absentee voters do vote during the early voting period. It makes sense to put the ballot counter out. If the ballot is marked wrong, the ballot counter will kick it out and the voter can redo it. That is not possible with the mail-in absentee ballots.

Myrland asked where the ballot counters are stored during early voting and whether the memory card is used again. Triplett said that every night election judges bring the ballots and memory cards back to the election office where they are securely stored. Memory cards are only used once, tagged after each day and stored in a safe. After the election, memory cards are destroyed.

Myrland said she and her family received numerous mailers urging them to register for permanent absentee voting. Triplett said there is an organization sending those emails. They are not from the government. State law changed for these third parties to be required to put a disclaimer on their emails. This is a complaint of many voters.

Mayor Denkinger said that during COVID, Secretary of State Steve Simon did a Zoom meeting to inform voters about how elections work. It was very well done

and helpful. It would make a great YouTube presentation. Many roles presented on how the work is done and security maintained.

Doan said that the Ramsey County League of Local Governments is hosting a program on May 8, 2026, that will feature Secretary of State Steve Simon, as well as Triplett. One complaint he often hears from voters is that they went to the wrong polling place. Triplett said that Minnesota law requires voters to go to their precinct on election day in order to vote the ballot for their community offices. Before election day voters can vote at the auditor's office because all community ballots are available there.

Doan asked what the city can do to support the county's election work. Triplett said that voters often will contact their city first about any issue. It is helpful for that information to be passed to the auditor's office.

Mayor Denkinger asked if ballots that are taken by the federal government remain secure. Triplett said that once chain of custody is lost, the local government has lost control and can no longer guarantee the integrity of the ballot counter which has to be replaced.

County Commissioner Jebens-Singh said this is a time when people are not as publicly engaged. Everything is being done at every level to make sure all registered voters have the chance to make their voice heard. She encouraged everyone across the political spectrum to collectively decide what the community looks like. The community is better with more voices. She encouraged councilmembers to not lose sight of how everyone's voice can be heard, and to make voting as easy as possible.

DISCUSSION ON OPEN APPOINTMENT POLICY FOR ADVISORY BOARDS

Presentation by Assistant City Manager Renee Eisenbeisz

The city has nine advisory boards consisting of four commissions: economic development, human rights, parks and recreation, and planning; three committees: bikeways and trails, environmental quality, and public safety; the economic development authority (EDA), and Snail Lake improvement district board. Commissions are created by ordinance to provide ongoing input on major policy issues and committees are created by resolution to provide input in specific areas.

The city is fortunate to have a very engaged community and residents who are active either in advisory boards or community organizations. Currently, there are approximately 72 members on the city's advisory boards. The city has had a strategic goal to cultivate future leaders from advisory boards. This includes a need to balance the experience and institutional knowledge of long-term members, but also provide opportunities for new voices. Since 2019, the city has seen an increase in applications for advisory board positions but not an increase in open seats available.

In 2021, a letter was sent to all advisory board members asking them to keep the city's goal of cultivating future leaders in mind when considering reappointment. The current appointment policy allows most board members to be reappointed an indefinite number of times. EDA and planning commission members are the only ones that need to reapply after serving six years, when their applications will be considered with any new applications. They are then interviewed as well as the new applicants.

Currently, the city identifies members who seek reappointment in early September. Openings are advertised in the fall. Advisory boards will then review and interview applicants and send recommendations to the council in January or February. Most terms for most of the boards are for three years, except the EDA which is six years.

A graph was shown to illustrate that the majority of members have served two terms or less. Long-term members having served seven terms or more, or 19 years or more, have not decreased. They have increased since the 2021 letter was sent. A few members did resign mid-term after receipt of the letter. The hope for the letter was for advisory board members to consider the city's goal, as well as if they are able to fully commit to their role when their term was up for reappointment.

Mayor Denkinger said the letter was not framed to ask people to step down but just to ask them to look at their commitment and whether they really wanted to stay because some people were only attending half the meetings.

Councilmember Doan said he was on the planning commissioning at the time. When he received that letter, it caught him off guard. He did not know the council had had that discussion. The letter felt provocative and he didn't know if it was intended for him. He had no context for the letter but just received it in the mail. He would encourage the council to be thoughtful and strategic about communication because these are all volunteers, as well as residents and constituents. Without context, people create their own story. He would rather have a conversation with those on the cusp of attendance issues rather than sending a blanket letter.

Eisenbeisz said there is an attendance policy that requires members to try to attend at least 67% of the time but with the understanding that health, work, or travel can interfere. Since that letter was sent most members and some chairs provide reminders of this each year. Attendance has been good the last few years.

A few years ago, a survey was sent to current members asking for demographic data. The same questions were also added to the advisory board application. A chart was shown indicating a 5% difference in terms of being under represented across advisory board membership by younger population ages 25 to 39; males, Asians, renters, those living in town homes and apartments and those with an annual income of $25,000 to $125,000. It is hoped that with the increase of multifamily engagement the city will see an increase of renters and those living in

town homes and apartments on advisory boards. Martens noted 5% is a percentage point difference. An actual percentage difference is much larger; 7% of the difference at the top is actually 17 divided by 7 which is a pretty high percentage of difference.

Councilmember Springhorn asked if the data is a total of city adults. Eisenbeisz said 17% of Shoreview's population are residents ages 25 to 39 and added that there is data for ages 0 to 18 to account for student representatives.

Doan asked if there is data for other races. Eisenbeisz said the full demographics are in the packet. This graph is just to show under representation. A chart was shown to show that the city's receiving quite a majority more applications than open seats. In this last year there were 18 applications and four openings. The majority of those not seeking reappointment or resigning have served six years or less.

Denkinger asked if there is data on those who apply once and then do not reapply. Eisenbeisz said applications are kept for up to a year. Currently, there is an opening on the human rights commission and she has reached out to those who previously applied.

Denkinger asked if the increase in applications is a result of the leadership academy. Eisenbeisz said there are a number of applications from the academy, but that is held every other year. In the off year there is not a dip in the number of applications. In 2021, the city started sending postcards to all new residents on ways to get involved. It was also sent citywide. In comparing the city to its benchmark communities, 16 cities of the 29 have term limits with an average of three terms. Two cities allow members to reapply to the same board after a year break. Staff has identified five options for the council to consider. These options do not include any changes to the EDA or planning commission.

Option 1 - Implement a term limit of three terms

- Pros:
  - Allows new voices and perspectives on advisory boards and expands demographics.
  - Allows a balance of having new voices and institutional knowledge.
  - Long-term members could apply to other boards.
- Cons:
  - It could impact just over 25% of current members.
  - Possible loss of institutional law knowledge of long-term members and could risk not having a full board if not enough applications are received.

Option 2 - Implement term limits of three terms with an option to reapply after a few years break.

- Pros and cons are the same except the city council may need to do interviews rather than putting board members in an awkward position.

Option 3 - Require all members reapply after two terms (6 years)

- Pros:
  - EDA and planning commission already doing this
  - Everyone is using the same process
  - Allows possibility to get new voices and perspective on advisory boards and expand the demographic makeup to better reflect the city
  - Could retain institutional knowledge if current members are the best applicants
  - Requires current members to fully evaluate their commitment when reapplying
- Cons:
  - Could impact up to 50% of current members
  - Could lose institutional knowledge if some members decide to not reapply
  - City council would need to conduct interviews so as not to put board members in awkward position

Option 4 - Implement Option 2 for committee members and Option 3 for commission members

- Pros:
  - Allows new voices and perspectives on advisory boards and expands demographic makeup to better reflect all of the city
  - Long-term members could apply to other boards
  - Allows balance of having new voices and institutional knowledge
  - Commission reappointment process:
    - EDA and planning commission already doing this
    - Retain institutional knowledge if current members are best applicants
    - Requires current members to fully evaluate their commitment when reapplying
  - Committee reappointment process:
    - Long-term members could reapply to same board after a break
- Cons:
  - Is not same for everyone and harder for staff to keep track of
  - City council would need to conduct interviews for commissions so current board members are not placed in awkward position of interviewing former members
  - Risk not having a full board if not enough applications received

Option 5 - Continue current practice

- Pros:
  - Not impact current members

    - No loss of institutional knowledge
    - Less work for staff liaisons if they have active and helpful members
- Cons:
    - Lengthens time it takes to get new, fresh perspectives on advisory boards and demographic makeup that better reflects the city
    - Could lose potentially good applicants if there are not many open seats

Council discussion
Councilmember Gardner said he has no problem with term limits. Eventually people will realize it is not personal. There will be those who may be upset, but there will also be those who have been wanting to leave and did not feel they could. Having worked with non-profits for a long time, he finds that turnover is good. Serving a long time can prevent the organization from evolving. Some will feel the whole place will fall apart if they are not there and that's okay. Anyone who has reached their term limit can apply for another board, which would be helpful to cross pollinate knowledge. If term limits are enacted, they can help take feelings out of the process.

Councilmember Springhorn said he leans toward option 3. He does not want to tell people they can no longer serve on a board they have served for many years. It is a lot of extra time for the city council to take on all the interviews, but perhaps that is something that should be considered. It works great to have committees or commission interview their own as long as the core of the group is already in alignment with the city council. If there is a group out of alignment with the council, it goes further out of alignment if they choose their own members. He supports option 3, but would not be opposed to term limits.

Councilmember Myrland said term limits give members an opportunity to get off a board and not feel they have an obligation to stay.

Mayor Denkinger asked if vacancies are filled quickly. Eisenbeisz said there is currently an opening on the human rights commission and she is still accepting applications. She would not anticipate there would be three vacancies on every commission because not enough applications are received.

Councilmember Doan said he supports option 3, but is open to term limits. The transition is hard because there will be people who have served well in these roles and he does not want to send a wrong signal. He would like a discussion about the EDA term of six years. As a citizen member he could not commit to six years. He also asked if there should be term limits for chairs of committees so others have the opportunity to step into the leadership role. Eisenbeisz said that there is a recommendation that chairs change every three years, but it is not required.

Springhorn said he would like to know the time commitment if the city council has to interview for all commissions and committees. Eisenbeisz said option 3 would mean an average of 15 open seats per year. In discussing how interviews take place,

Martens recommended personal council interviews because the council is the appointing body. He asked if it would be helpful to ask advisory boards about these options. In talking to other cities, he finds that the city is rare in not having the council interview all applicants. He also added that the process is working. People who are getting on advisory boards are good people. Council interviews will not fix problems.

It was the consensus of the council to continue to review the options and think about what has been presented for further discussion.

ADJOURNMENT
Mayor Denkinger adjourned the meeting at 6:48 pm.

Memorandum

TO: City Council

FROM: Cinde Morris , Deputy clerk

DATE: May 4, 2026

SUBJECT: Receipt of committee/commission minutes

ITEM NUMBER: 8.c

SECTION: CONSENT AGENDA

REQUESTED MOTION

To accept the following committee/commission minutes:

- Environmental quality committee - 03.23.26
- Parks and recreation commission - 03.23.26

INTRODUCTION

The city council is being asked to accept the above committee/commission minutes.

DISCUSSION

RECOMMENDATION

It is recommended that the city council accept the attached committee/commission minutes.

ATTACHMENTS

Environmental quality committee - 03.26.26
Parks and recreation commission 3-23-26

Meeting Minutes
SHOREVIEW ENVIRONMENTAL QUALITY COMMITTEE
Monday, March 23rd, 6:00 PM

1. **CALL TO ORDER**
   The meeting was called to order at 6:04pm

2. **ROLL CALL**
   Members present: Jennifer Olson, Tim Pratt, Mike Vant, Sue Rengstorf, Jeff Bartlett, Hong Wang, Kathy Radosevich, Claire Graupmann, Shivam Vashishtha, Whitney Olsen
   Members absent: Elliott Stefanik
   Staff present: Krista Billerbeck

3. **APPROVAL OF AGENDA**
   Tim opened the meeting; Mike moved to approve the agenda, Kathy seconded, and all voted to approve.

4. **APPROVAL OF MEETING MINUTES** – February 23, 2026
   No edits were made to the February minutes. Jeff moved to approve the minutes and Jennifer seconded the motion. All voted to approve the minutes.

5. **NEW BUSINESS**

6. **BUSINESS**
   A. Speaker series planning – Speakers are set for the rest of the series. Kathy will do an introduction for the March speaker and Elliott offered last month do the introduction for the April speaker.
   B. Subcommittee updates –
      1. Waste – no update
      2. Energy – the group met recently and discussed ideas for the year. They're interested in continuing Partners in Energy activities and working with the parks department.
      3. Education – Jeff will provide info on energy programs for the fall issue of the Shoreviews. Springfest - Jennifer and Sue are interested in tabling on the plant sale and Yards in Bloom. Jeff and possibly Elliott are interested in tabling on energy topics. Krista will contact Xcel about materials. Claire discussed wanting to regroup as a subcommittee.
   C. Public works update – Krista reviewed the work done in 2025 related to Partners in Energy.
7. **Adjournment** – Elliott moved to adjourn the meeting and Claire seconded the motion. All voted to adjourn the meeting at 6:52pm and prep for the speaker to begin at 7pm.

PARKS AND RECREATION COMMISSION MINUTES
Monday, March 23, 2026
Community Center: Meeting Room 4

CALL TO ORDER

Parks and Recreation Commission Chair Jean Kiehnbaum called the March 23, 2026 meeting of the Parks and Recreation Commission to order at 7 pm.

ROLL CALL

Commission members present: Chris Droske, Tom Lemke, Jean Kiehnbaum, Carol Jauch

Commission members absent: Charlie Oltman, Jane Ullmann-Bester, Faye Murphy, Kevin Holly, and Brent Swisher

Student representative present: Charlie Neuman

City staff present: Steve Benoit, Parks and Recreation Director; Becky Sola, Assistant Parks and Recreation Director; Ann Johnson, Community Center Manager; and Jen Colbeck, Administrative Services Manager

APPROVAL OF AGENDA

Charlie Neuman motioned and Carol Jauch seconded to approve the March 23, 2026 Parks and Recreation Commission agenda. Approved 4 - 0

APPROVAL OF MINUTES

Correction of the February 23, 2026 Parks and Recreation Commission minutes. Conduction vs conducting. Minneapolis 10 to 15 cent blended rate. Break even cost is at 10 - 15 cents. Tom Lemke motioned to approve the minutes as corrected. Charlie Neuman seconded. Approved 4 - 0.

GENERAL BUSINESS

<u>Community Center Rate Discussion</u>
Becky Sola introduced Ann Johnson, Community Center Manager, to review the community center rate information. This meeting will be used to review the information and gather feedback. At the April meeting staff will bring back a proposal.

Johnson went over the different membership types, daily passes, and coupon books by resident and non-resident rates. When comparing to other recreation facilities not all have the same exact amenities. We try to find the closest to what we offer and facilities that are close in proximity. New Brighton is close to us but doesn't have a

pool, but does have a playground. If people are looking at locations, they'll go to New Brighton or to us.

Next was a comparison of other facilities and what they pay compared to the Shoreview Room, Community Room, Haffeman Pavilion, and Summer Garden Package.

Rates listed include tax, but actual revenue doesn't include the tax.

Tonight staff are looking for questions, comments, and items for staff to consider from the commission.

A question was asked; what are you recommending and why? Sola responded that we are not recommending anything tonight, that will come next month. The goal is a budget that will balance with the inclusion of the general fund transfer.

Salaries, utilities and supply costs will continue to increase and we still want to maintain "affordable excellence." Where does the community center fit in the market? How do we approach increases and still have opportunities to change the numbers of visitors, memberships, and rentals?

A question was asked; has the transfer from the general fund gone up? A lot of city expenses have been transferred to the Parks and Recreation Department and it isn't fair. Why aren't you getting more money for your budget? Steve Benoit responded, there are constraints on the entire budget. It is going to be a tight budget year.

A thank you to Johnson was made for compiling all the information.

A question was asked; what about a premium rate for weekends and for non-members? Sola responded, weekends are more utilized by non-residents. During the week is more residents. Johnson added, weekends and school's out days' changes usage in the building.

A question was asked; what is the average membership and the average check-ins per month?

A comment was made; billed monthly memberships is going down from 2024 and 2025. We don't want to raise so much that we are losing the guaranteed base revenue. We need to worry about driving people away.

A comment was made; the last couple years the commission has asked for the days of the week to see who is attending to help break it down better.

A question was asked; can you see daily sales? Johnson responded, yes, easier to check vs. actual memberships. An added request was made to see that data to help make a better decision.

A comment was made; there is a huge draw for non-resident daily youth passes. It is really important for the youth to be able to have a safe environment to go to. We need to make sure we aren't pricing them out.

Johnson pointed out that in 2023 we got rid of the family pass. There is now an increased number of youths because we got rid of the family pass. The family pass showed several visitors as one. Getting rid of the family pass category is that we are now getting a true idea of how many people are coming into the building.

A comment was made; residents should pay less than non-residents. Non-residents should have the higher rate.

A comment was made; we need non-residents. If we increase non-residents too much, then the residents will have to carry more of the burden. We are walking a fine line. How do we keep it affordable? Residents shouldn't pay as much as non-residents because we pay Shoreview taxes.

A comment was made; residents should get a break this year and non-residents should go up.

A comment was made; two percent is a little more than a dollar a month.

A question was asked; should we have a serious discussion on the number of memberships that we offer? Military memberships are low and we understand why we offer it, but should it also include service members? Johnson responded, service officers get a corporate membership. We don't limit to just the military. A follow up question was asked; have we properly marketed this membership type?

A question was asked; do staff memberships count in these numbers? Johnson responded, no they are not included because it is a free membership. Does the commission want staff to include how many free memberships there are?

A question was asked; why can't members automatically get a notice of their membership term ending? It isn't easy to come in and find out your membership has expired. It would be great to be automatically be renewed with the card saved on file. Johnson responded, that any changes to a membership can cause confusion and that is why we need people to come in.

A question was asked; how is billing run? Johnson responded, billing is run on the first of every month. If the payment doesn't go through, the credit card will continue to try and run. After two months of delinquent payment, the membership is canceled.

A question was asked; what are the credit card processor fees? Sola responded, about 3.5% and we don't currently have the ability to use ACH.

A question was asked; can we partner with the city with ACH? They take it out of the account for water bills. Sola responded, we can look into it.

A comment was made; SilverSneakers memberships have drastically increased this year. Why aren't they on this list? Johnson responded, they aren't actually paying for their membership, their insurance is. We do get re-imbursements but we have to submit every month in order to get paid.

A question was asked; what access do you get with the SilverSneakers membership? Can we say it includes everything but the pool is an added fee? Johnson responded that they get everything all the other memberships get. The SilverSneakers contract was negotiated before she started working for the city. We did get rid of the SilverSneakers fitness classes. Now membership is just to the facility, not classes.

A question was asked; can we get numbers for the SilverSneakers membership? Do they have to be 65 years old? Johnson responded, yes, but there are some variations depending on disabilities.

A question was asked; what about a community wide survey on where they go to workout? Why do they go to the YMCA? Lifetime? Etc.

A comment was made; some of the comparable facilities are not in our area. They aren't going to drive to Shakopee but would drive to Maplewood. Maplewood isn't on this list.

A comment was made; we need to address how to increase memberships and where can we cut some costs.

Johnson added that seasonal memberships is huge for the community center. In addition to the seasonal memberships we offer to membership sales during the year. In June you can purchase up to three months and in December you can purchase a one-month membership for $40.

A question was asked; how do you draw people into the community center? We have neighbors that have never been here.

A question was asked; have we exhausted our marketing for the community center? Sola responded, we have been focusing on Google and Facebook ads based on parameters and distance, demographics and ages. Over the years we have tried different things, but could try more.

A comment was made; advertising can be a double edged sword. If they continuously can't get in because of capacity, then they won't come. And they could share those experiences with their friends who then won't come because they might not be able to get in.

A comment was made; if they are signing up for programs they should also be members.

A question was asked; do we hit capacity on Sundays? Sola responded, yes, but not as often as Saturdays.

A question was asked; how are members only hours doing? Johnson responded, it is doing well, but we are losing revenue to members during that time.

A question was asked; do birthday party packages that get wristbands go toward pool capacities? Johnson responded, yes and we offer cheaper rates on Sundays to get more people to move away from Saturdays.

A question was asked; Are the Sunday closing hours due to staffing or not enough interest? Johnson responded, Saturday and Sunday the building closes at 8 pm based on demand.

A question was asked; why does the pool close at 6 pm on Sundays? Jen Colbeck responded that it might be for evening swim lessons.

A question was asked; why are Friday rental low? Johnson responded that Summer Discovery has the Community Room every Friday in the summer. On Sundays, the Church has the entire upper level. The band has the Community Room every Tuesday.

A comment was made; the community center is an amazing thing and it is something to everyone.

A comment was made; the increase should be less for residents. Compare to the market to not be overpriced.

A comment was made; ACH should be an option for the new recreation software for annual monthly billed memberships. Sola responded that ACH is non-negotiable.

A comment was made; look at how long the community center has been here. It still looks new and clean. We keep it top notch and it does cost us money, but leaves a good impression on all visitors.

STAFF REPORTS

The April Parks and Recreation Commission meeting will be held at new Bobby Thiesen Park building.

Rodney Schreifels is working on charging stations at Bobby Theisen Park and solar panels at Bobby Theisen and Commons Park buildings.

Bobby Theisen Park grand opening, Saturday, May 2, 9:30 am - noon.

Sola gave an update on the Slice of Shoreview. City council is very accepting and supportive of the idea of an advisory group. The advisory group will meet three times a year (January, May and August).

- Local civic groups are welcome to send a representative (can be a different representative at each meeting) and will not be required to volunteer six hours over the weekend since they usually are already giving their time.
- One to two representatives from Parks and Recreation Commission
- Six residents
- A Shoreview resident
- Roseville and Mounds View School Volunteer (two to four)
- Added Band and the Historical Society
- Application process, similar to city commissions. Applications will be looked at by staff and then brought to the group.

A question was asked; how are you reaching out to the groups? Sola responded that we haven't gotten that far yet, but Stephanie Schutta will email or call to let them know.

A comment was made; we should recognize Jacci Krebsbach and the current group that has been serving on the Slice of Shoreview for many years. Can we do a call out after the concert?

A comment was made; the current committee should be the Grand Marshall this year.

COMMISSION COMMENTS

A question was asked; have we seen any updates on where the numbers are at for EV chargers? Benoit responded that EV chargers are run by Public Works but can follow up for a future meeting agenda item.

A question was asked; where are we on summer concerts planning? Sola responded that the summer concerts planning is done. A follow up question was asked; what about additional concerts that possibly go through September? What about a raised stage? Better lighting? A response was made that it does get dark in September and we don't want people walking out of the concerts in pitch black. We also have the Culture in the Commons in the fall to try and extend reach to the community.

A comment was made that with further sponsorships down the road the city could look and possibly provide more opportunity for more concerts.

A request was made for food trucks at the concerts.

A comment was made; that there are grants available like from the McKnight Foundation or MN Arts grants that could help get more expensive bands.

A question was asked; Do we have a copy of the Park Master Plan? Benoit responded that it is on the city website, but can send a link.

A comment was made; Ramsey County has to do a 20-year master park plan. Shoreview has the most county parks in the county. Might be interesting to meet with two to three county representatives for a future meeting on their planning. How can we help them or get ideas to work cooperatively in their parks or trails?

ADJOURNMENT

Tom Lemke motioned and Chris Droske seconded to adjourn the Parks and Recreation Commission meeting at 8:30 pm. Motion approved 5 - 0.

Memorandum

TO: City Council

FROM: Janice Miller

DATE: May 4, 2026

SUBJECT: Claims and purchases

ITEM NUMBER: 8.d

SECTION: CONSENT AGENDA

REQUESTED MOTION
To approve the payment of bills as presented by the finance department in the attached table.

INTRODUCTION
Attached payment of bills presented to the Council for review and approval.

DISCUSSION

RECOMMENDATION
It is recommended that the city council approve the attached payment of bills.

ATTACHMENTS
Payment of bills..pdf
9509-9605.pdf
583378-583510.pdf
Nystrom Publishing.pdf
Republic Services Inc.pdf
Medica.pdf
Mn Department of Revenue Tax.pdf

Date	Description	Check range	EFT range		Amount
2.26.2026	Accounts payable		9598, 9599	$	168.25
3.20.2026	Accounts payable		9513-9582	$	23,257.03
3.30.2026	Accounts payable		9600-9601	$	174.30
4.03.2026	Accounts payable		9509,09512, 9586, 9587, 9590, 9596	$	120,611.61
4.06.2026	Accounts payable		9510, 9511	$	71,648.86
4.08.2026	Accounts payable		9584	$	316.87
4.10.2026	Accounts payable		9,583	$	109,636.54
4.17.2026	Accounts payable		9588, 9589, 9591-9597, 9604	$	191,531.12
4.17.2026	Accounts payable	583378-583459		$	230,803.72
4.20.2026	Accounts payable		9585, 9603	$	35,841.00
4.22.2026	Accounts payable		9605	$	2,967.59
4.23.2026	Accounts payable		9602	$	96.00
4.23.2026	Accounts payable	583460-583510		$	85,461.65
	Sub-total Accounts Payable			**$**	**872,514.54**
04/17/26	Payroll	135627-135635		$	289,739.37
	Sub-total Payroll			**$**	**289,739.37**
	Total			**$**	**1,162,253.91**

CHECK REGISTER FOR CITY OF SHOREVIEW

CHECK NUMBER 9509 - 9605

Check Date	Check	Vendor Name	Amount
Bank USBNK US BANK CHECKING\4M			
02/26/2026	9598(E)	PMA FINANCIAL NETWORK, INC	41.45
02/26/2026	9599(E)	PMA FINANCIAL NETWORK, INC	126.80
Total 02/26/2026:			168.25
03/20/2026	9513(E)	ALDI	43.13
03/20/2026	9514(E)	AMAZON.COM	126.42
03/20/2026	9515(E)	AMAZON.COM	30.84
03/20/2026	9516(E)	AMAZON.COM	14.12
03/20/2026	9517(E)	AMAZON.COM	195.45
03/20/2026	9518(E)	AMAZON.COM	145.99
03/20/2026	9519(E)	AMAZON.COM	171.94
03/20/2026	9520(E)	AMAZON.COM	279.96
03/20/2026	9521(E)	AMAZON.COM	1,009.85
03/20/2026	9522(E)	BARCODE GIANT	344.42
03/20/2026	9523(E)	CAMPERONI	100.00
03/20/2026	9524(E)	CENTURYLINK	389.66
03/20/2026	9525(E)	CHANHASSEN DINNER THEATERS	2,347.72
03/20/2026	9526(E)	COMCAST	339.85
03/20/2026	9527(E)	COMCAST	154.45
03/20/2026	9528(E)	CONSTANT CONTACT.COM	131.00
03/20/2026	9529(E)	DELTA.COM	235.00
03/20/2026	9530(E)	DIRECTV	245.65
03/20/2026	9531(E)	EFAX.COM	69.98
03/20/2026	9532(E)	FACEBOOK.COM	671.12
03/20/2026	9533(E)	FS.COM	535.00
03/20/2026	9534(E)	FUN EXPRESS, LLC	279.61
03/20/2026	9535(E)	GOOGLE	12.50
03/20/2026	9536(E)	GOOGLE	258.89
03/20/2026	9537(E)	GOOGLE	500.00
03/20/2026	9538(E)	IS DECISIONS	600.00
03/20/2026	9539(E)	KOWALSKI'S CATERING	411.83
03/20/2026	9540(E)	MINNESOTA DEPT OF PUBLIC SAFE	102.15
03/20/2026	9541(E)	MINNESOTA PARK SPORTS FIELD M	140.00
03/20/2026	9542(E)	MINNESOTA SAFETY COUNCIL	335.00
03/20/2026	9543(E)	MINNESOTA SOCIETY OF CPA'S	390.00
03/20/2026	9544(E)	MISTER CAR WASH #452	39.02
03/20/2026	9545(E)	NATIONAL STUDENT CLEARING HOU	29.95
03/20/2026	9546(E)	NIHCA	42.50
03/20/2026	9547(E)	NOUN PROJECT.COM	39.99
03/20/2026	9548(E)	PICKLEBALL CENTRAL.COM	119.96
03/20/2026	9549(E)	PRECISE MRM, LLC	49.00
03/20/2026	9550(E)	PROVANTAGE LLC	102.99
03/20/2026	9551(E)	READABLE	56.00
03/20/2026	9552(E)	SAM'S CLUB DIRECT	388.24
03/20/2026	9553(E)	SENSIBLE LAND USE COALITION	232.00
03/20/2026	9554(E)	SIGNUPGENIUS.COM	539.89
03/20/2026	9555(E)	STICKERYOU	66.47
03/20/2026	9556(E)	TARGET COMMERCIAL INVOICE	41.95
03/20/2026	9557(E)	TARGET COMMERCIAL INVOICE	9.74
03/20/2026	9558(E)	TARGET COMMERCIAL INVOICE	21.65
03/20/2026	9559(E)	TARGET COMMERCIAL INVOICE	32.51
03/20/2026	9560(E)	TARGET COMMERCIAL INVOICE	15.98
03/20/2026	9561(E)	TARGET.COM	55.47
03/20/2026	9562(E)	TARGET.COM	37.65
03/20/2026	9563(E)	TARGET.COM	2.49
03/20/2026	9564(E)	TASTE OF SCANDINAVIA	290.45
03/20/2026	9565(E)	TAVERN GRILL	149.02
03/20/2026	9566(E)	THE FUN LAB	100.00
03/20/2026	9567(E)	THE WINKIN ROOSTER	168.00
03/20/2026	9568(E)	UNIVERSITY OF MINNESOTA	50.00
03/20/2026	9569(E)	UNIVERSITY OF MN EXTENSION PR	400.00
03/20/2026	9570(E)	US BANK	77.24
03/20/2026	9571(E)	US BANK	454.43
03/20/2026	9572(E)	US BANK	204.90
03/20/2026	9573(E)	US BANK	50.99
03/20/2026	9574(E)	US BANK	69.00
03/20/2026	9575(E)	US BANK	29.95
03/20/2026	9576(E)	US BANK	639.41
03/20/2026	9577(E)	USA CLEAN, INC	329.56
03/20/2026	9578(E)	VERIZON WIRELESS	5,719.29
03/20/2026	9579(E)	VOYANT COMMUNICATIONS, LLC	1,784.37

Check Date	Check	Vendor Name	Amount
Bank USBNK US BANK CHECKING\4M			
03/20/2026	9580(E)	WALGREENS	23.96
03/20/2026	9581(E)	WASECA FLORAL	141.48
03/20/2026	9582(E)	ZOOM	40.00
Total 03/20/2026:			23,257.03
03/30/2026	9600(E)	PMA FINANCIAL NETWORK, INC	41.45
03/30/2026	9601(E)	PMA FINANCIAL NETWORK, INC	132.85
Total 03/30/2026:			174.30
04/03/2026	9509(E)	TREASURY, DEPARTMENT OF	98,262.79
04/03/2026	9512(E)	MINNESOTA CHILD SUPPORT PAYME	647.50
04/03/2026	9586(E)	ICMA/VANTAGEPOINT TRANSFER-30	11,772.72
04/03/2026	9587(E)	ICMA/VANTAGEPOINT TRANSFER-70	1,444.42
04/03/2026	9590(E)	MSRS 457 PLAN 98945-01	300.00
04/03/2026	9596(A)	TASC	8,184.18
Total 04/03/2026:			120,611.61
04/06/2026	9510(E)	PERA COORDINATED	54,976.35
04/06/2026	9511(E)	COMMISSIONER OF REVENUE- WH T	16,672.51
Total 04/06/2026:			71,648.86
04/08/2026	9584(E)	MINNESOTA DEPARTMENT OF REVEN	316.87
Total 04/08/2026:			316.87
04/10/2026	9583(E)	MEDICA	109,636.54
Total 04/10/2026:			109,636.54
04/17/2026	9588(E)	ICMA/VANTAGEPOINT TRANSFER-70	1,271.52
04/17/2026	9589(E)	ICMA/VANTAGEPOINT TRANSFER-30	11,975.78
04/17/2026	9591(E)	MSRS 457 PLAN 98945-01	300.00
04/17/2026	9592(E)	TREASURY, DEPARTMENT OF	97,888.08
04/17/2026	9593(E)	PERA COORDINATED	54,316.39
04/17/2026	9594(E)	COMMISSIONER OF REVENUE- WH T	16,507.07
04/17/2026	9595(E)	MINNESOTA CHILD SUPPORT PAYME	647.50
04/17/2026	9597(A)	TASC	8,269.18
04/17/2026	9604(E)	PERA COUNCIL	355.60
Total 04/17/2026:			191,531.12
04/20/2026	9585(E)	MINNESOTA DEPARTMENT OF REVEN	35,804.00
04/20/2026	9603(E)	ALERUS RETIREMENT AND BENEFIT	37.00
Total 04/20/2026:			35,841.00
04/22/2026	9605(E)	XCEL ENERGY	2,967.59
Total 04/22/2026:			2,967.59
04/23/2026	9602(A)	NCPERS GROUP LIFE INS	96.00
Total 04/23/2026:			96.00
USBNK TOTALS:			
Total of 97 Checks:			556,249.17
Less 0 Void Checks:			0.00
Total of 97 Disbursements:			556,249.17

CHECK REGISTER FOR CITY OF SHOREVIEW

CHECK NUMBER 583378 - 583510

Check Date	Check	Vendor Name	Amount
Bank USBNK US BANK CHECKING\4M			
04/17/2026	583378	4IMPRINT	1,984.73
04/17/2026	583379	ABLE HOSE & RUBBER INC.	308.74
04/17/2026	583380	ABM EQUIPMENT & SUPPLY INC	120.00
04/17/2026	583381	ACE SOLID WASTE	3,878.50
04/17/2026	583382	AE2S, LLC	1,617.00
04/17/2026	583383	AMAZON CAPITAL SERVICES	1,270.53
04/17/2026	583384	APPLIED MAINTENANCE SUPPLIES	253.65
04/17/2026	583385	AQUA LOGIC INC	3,747.27
04/17/2026	583386	ARAMARK REFRESHMENT SERVICES	205.91
04/17/2026	583387	BEISSWENGER'S HOMETOWN HARDWA	54.47
04/17/2026	583388	BEISSWENGER'S HOMETOWN HARDWA	47.45
04/17/2026	583389	BRAKE & EQUIPMENT WAREHOUSE	95.59
04/17/2026	583390	CATALYST GRAPHICS	4,188.30
04/17/2026	583391	CHESS	2,500.00
04/17/2026	583392	CINTAS CORPORATION #470	537.77
04/17/2026	583393	Cutter, Elizabeth	59.40
04/17/2026	583394	DAVE PERKINS CONTRACTING	6,030.00
04/17/2026	583395	DENGNOUE, CHARNELLE H	47.27
04/17/2026	583396	EDBLOM TRUST	16.50
04/17/2026	583397	EDLUND, DAWN	245.77
04/17/2026	583398	EJ EQUIPMENT	546.06
04/17/2026	583399	ELSMORE SWIM SHOP	1,839.74
04/17/2026	583400	EVOLVE SYSTEMS	975.00
04/17/2026	583401	EZ-SCREEN	345.23
04/17/2026	583402	FERGUSON WATERWORKS 472426	240.51
04/17/2026	583403	FILM FITTERS LLC	1,350.00
04/17/2026	583404	FLEXIBLE PIPE TOOL COMPANY	1,025.40
04/17/2026	583405	FRONTIER PRECISION, INC	441.76
04/17/2026	583406	GOPHER STATE ONE-CALL	278.10
04/17/2026	583407	GRAINGER, INC.	493.26
04/17/2026	583408	GREAT LAKES COCA-COLA DISTRIB	1,382.08
04/17/2026	583409	HACH COMPANY	598.90
04/17/2026	583410	HAWKINS, INC.	4,210.73
04/17/2026	583411	HD SUPPLY	1,277.13
04/17/2026	583412	HEALTH PARTNERS	358.00
04/17/2026	583413	HOMERUN LEADERSHIP LLC	99.00
04/17/2026	583414	HOOTS CLICKS	2,600.00
04/17/2026	583415	HORIZON COMMERCIAL POOL SUPPL	214.56
04/17/2026	583416	I&S	435.00
04/17/2026	583417	INSTRUMENTAL RESEARCH INC	457.00
04/17/2026	583418	JAMES M CZECK AND JOYCE A CZE	37.40
04/17/2026	583419	KAZIUKEWICZ, ELIZABETH A	46.14
04/17/2026	583420	LEAGUE OF MINNESOTA CITIES	15.00
04/17/2026	583421	LEAGUE OF MINNESOTA CITIES	6,909.00
04/17/2026	583422	LUEDKE, GREG	41.69
04/17/2026	583423	MATHESON TRI-GAS INC	327.60
04/17/2026	583424	MCCAREN DESIGNS INC	1,066.82
04/17/2026	583425	MENARDS - BLAINE	39.63
04/17/2026	583426	MENARDS - FRIDLEY	300.59
04/17/2026	583427	MICHAEL NELSON REVOCABLE TRUS	31.80
04/17/2026	583428	MINNESOTA DEPT LABOR AND INDU	3,320.47
04/17/2026	583429	MINNESOTA EQUIPMENT	6,194.43
04/17/2026	583430	MINTERWEISMAN CO DBA CORE-MAR	3,783.14
04/17/2026	583431	MOTOROLA SOLUTIONS INC	7,288.80
04/17/2026	583432	NEW BRIGHTON PARKS & RECREATI	415.08
04/17/2026	583433	NIPPON SANSO MATHESON	549.40
04/17/2026	583434	NYSTROM PUBLISHING	24,347.91
04/17/2026	583435	PRESS PUBLICATIONS	49.86
04/17/2026	583436	PYE BARKER	2,406.25
04/17/2026	583437	QUICKTURN PROPERTY SERVICES	3,500.00
04/17/2026	583438	RADCO INC	339.95
04/17/2026	583439	RAMSEY COUNTY	3,504.99
04/17/2026	583440	REBECCA SCHUELLER TRAINING	95.00
04/17/2026	583441	REPUBLIC SERVICES INC #899	97,222.48
04/17/2026	583442	RICOH USA, INC.	2,090.47
04/17/2026	583443	ROWE-LAUDENBACH, JADDE	100.63
04/17/2026	583444	SAFE-FAST INC	720.85
04/17/2026	583445	SHORT ELLIOTT HENDRICKSON, IN	8,724.95
04/17/2026	583446	ST CLOUD STATE UNIVERSITY	640.00
04/17/2026	583447	STAR TRIBUNE	71.92
04/17/2026	583448	Starker, Colby	270.11

Check Date	Check	Vendor Name	Amount
Bank USBNK US BANK CHECKING\4M			
04/17/2026	583449	STORM WATER ACTIVATION AND MA	375.00
04/17/2026	583450	TINKER, CAROLE	43.80
04/17/2026	583451	TK ELEVATOR CORPORATION	2,112.33
04/17/2026	583452	TRANSWEST TRUCK TRAILER RV	1,951.86
04/17/2026	583453	TRUST IN US, LLC	169.00
04/17/2026	583454	URNESS, EDWARD V	24.72
04/17/2026	583455	VESTIS	133.87
04/17/2026	583456	VIKING ELECTRIC SUPPLY INC	1,297.84
04/17/2026	583457	W.D.LARSON COMPANIES LTD, INC	43.20
04/17/2026	583458	WATSON COMPANY	3,568.98
04/17/2026	583459	Wychor, Sarah	254.45
Total 04/17/2026:			230,803.72
04/23/2026	583460	AARP C/O JAMES PEDGINSKI	240.00
04/23/2026	583461	ALZHEIMER'S SPEAKS LLC	300.00
04/23/2026	583462	AMAZON CAPITAL SERVICES	2,120.25
04/23/2026	583463	APPLIED BUSINESS COMMUNICATIO	16,000.00
04/23/2026	583464	ASL INTERPRETING SERVICES INC	138.00
04/23/2026	583465	ASSOCIATION OF MINNESOTA COUN	75.00
04/23/2026	583466	BOARMAN KROOS VOGEL GROUP INC	2,000.00
04/23/2026	583467	BRAUN INTERTEC CORPORATION	3,928.00
04/23/2026	583468	CAPITAL CITY GLASS, INC	6,700.00
04/23/2026	583469	CINTAS CORPORATION #470	388.50
04/23/2026	583470	CITY OF SHOREVIEW	1,000.00
04/23/2026	583471	COLLINS ELECTRICAL CONSTRUCTI	5,777.90
04/23/2026	583472	COLUMBIA WINDOW FILM & GRAPHI	2,130.00
04/23/2026	583473	CRINER, YOKO	50.98
04/23/2026	583474	E.G. RUD & SONS, INC.	2,000.00
04/23/2026	583475	GARLOCK NORTH	4,708.00
04/23/2026	583476	GRAINGER, INC.	348.50
04/23/2026	583477	HANSON, WAYNE	178.09
04/23/2026	583478	HARTWIG, GABRIEL OR HAYLEY	10.14
04/23/2026	583479	HENRY, KATHLEEN M	21.18
04/23/2026	583480	HOMERUN LEADERSHIP LLC	554.40
04/23/2026	583481	HUMMINGBIRD FLORAL/FLORATIF	115.99
04/23/2026	583482	LEAGUE OF MINNESOTA CITIES	650.00
04/23/2026	583483	LISKA, ROGER	26.15
04/23/2026	583484	MARTENS, BRAD	138.86
04/23/2026	583485	MEADER, MICHAEL	249.70
04/23/2026	583486	MENARDS - BLAINE	161.27
04/23/2026	583487	METROPOLITAN COURIER CORPORAT	455.00
04/23/2026	583488	MINNESOTA EQUIPMENT	594.36
04/23/2026	583489	MORELAND, H J	26.95
04/23/2026	583490	MOTION PICTURE LICENSING CORP	1,024.15
04/23/2026	583491	NELSON, KRISTINE	17.62
04/23/2026	583492	NYGAARD, GARY OR SUSAN	28.44
04/23/2026	583493	ON SITE SANITATION INC	2,736.70
04/23/2026	583494	ORKIN, LLC	135.54
04/23/2026	583495	ORTIZ, HENRY	21.28
04/23/2026	583496	RAMSEY COUNTY	450.00
04/23/2026	583497	RAMSEY COUNTY	11,532.00
04/23/2026	583498	RAMSEY COUNTY	1,732.75
04/23/2026	583499	RAMSEY COUNTY	230.88
04/23/2026	583500	ROCK HARD LANDSCAPE SUPPLY	1,890.00
04/23/2026	583501	Rosenflanz, Karen	287.21
04/23/2026	583502	SAUMER-NELSON, SHERYL	48.37
04/23/2026	583503	SOLA, REBECCA	110.86
04/23/2026	583504	TAUSCHECK, ERIC	27.46
04/23/2026	583505	THE MN TRANSPORTATION ALLIANC	605.00
04/23/2026	583506	TRUST IN US, LLC	515.00
04/23/2026	583507	VIKING ELECTRIC SUPPLY INC	129.31
04/23/2026	583508	Wedde, Denver	481.11
04/23/2026	583509	WRISTBAND RESCOURCES	3,250.75
04/23/2026	583510	YALE MECHANICAL INC	9,120.00
Total 04/23/2026:			85,461.65
USBNK TOTALS:			
Total of 133 Checks:			316,265.37
Less 0 Void Checks:			0.00
Total of 133 Disbursements:			316,265.37

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF SHOREVIEW-2001

City/Town Form 201/39 (Rev. 1995)

ACCOUNTS PAYABLE VOUCHER

VOUCHER NO. WARRANT NO. DATE ALLOWED 05 08 2026 (Mo. Day Yr.) IN THE SUM OF $ 24347.91

CITY OF SHOREVIEW

V #	W #

Payee NYSTROM PUBLI

VENDOR # 100381 NYSTROM PUBLISHING 9100 COTTONWOOD LN N MAPLE GROVE, MN 55369	Purchase Order No. Terms Due Date 05/08/2026

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	DESCRIPTION	AMOUNT
04/10/2026	49935	101-4040-43220.000		SUMMER 2026 NEWS AND RECREATION	4,616.51
04/10/2026	49935	101-4040-43390.000		SUMMER 2026 NEWS AND RECREATION	19,731.40

CITY OF SHOREVIEW

Favor Of

NYSTROM PUBLISHING

Total Amount of Voucher	$	
Deductions		
Total Amount of Warrant	$	

Month of _____ , _____

VOUCHER RECORD	ACCT #	
Total		

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the materials or services itemized theron for which charge is made were ordered and received except

Mo. Day Yr. Signature Officer/Title

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Mo. Day Yr. Signature Officer/Title

Board/Council Members

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF SHOREVIEW-2001

City/Town Form 201/39 (Rev. 1995)

ACCOUNTS PAYABLE VOUCHER

VOUCHER NO. WARRANT NO. DATE ALLOWED 04 20 2026 (Mo. Day Yr.) IN THE SUM OF $ 97222.48

CITY OF SHOREVIEW

V #	W #

Payee REPUBLIC SERVI

VENDOR # 01901 REPUBLIC SERVICES INC #899 PO BOX 713502 CHICAGO, IL 60677	Purchase Order No. Terms Due Date 04/20/2026

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	DESCRIPTION	AMOUNT
03/31/2026	0899-004969896	210-4275-43190.000		MARCH 2026 RECYCLING SERVICE	97,222.48

CITY OF SHOREVIEW

Favor Of

REPUBLIC SERVICES INC #899

Total Amount of Voucher	$	
Deductions		
Total Amount of Warrant	$	

Month of _____ , _____

VOUCHER RECORD	ACCT #	
Total		

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Mo. Day Yr. Signature Officer/Title

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Mo. Day Yr. Signature Officer/Title

Board/Council Members

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF SHOREVIEW-2001

City/Town Form 201/39 (Rev. 1995)

ACCOUNTS PAYABLE VOUCHER

VOUCHER NO. WARRANT NO. DATE ALLOWED 04 01 2026 (Mo. Day Yr.) IN THE SUM OF $ 109636.54

CITY OF SHOREVIEW

V #	W #

Payee MEDICA

VENDOR # 20228 MEDICA NW 7958 PO BOX 1450 MINNEAPOLIS, MN 55485-7958	Purchase Order No. Terms Due Date 04/01/2026

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	DESCRIPTION	AMOUNT
03/14/2026	497692666619	101-0000-20410.000		HEALTH INSURANCE APR 2026	107,205.15
03/14/2026	497692666619	101-0000-20411.000		HEALTH INSURANCE APR 2026	2,431.39

CITY OF SHOREVIEW

Favor Of

MEDICA

Total Amount of Voucher	$	
Deductions		
Total Amount of Warrant	$	

Month of _____ , _____

VOUCHER RECORD	ACCT #	
Total		

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Mo. Day Yr. Signature Officer/Title

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Mo. Day Yr. Signature Officer/Title

Board/Council Members

APPROVED BY THE STATE BOARD OF ACCOUNTS FOR THE CITY OF SHOREVIEW-2001

City/Town Form 201/39 (Rev. 1995)

ACCOUNTS PAYABLE VOUCHER

VOUCHER NO. WARRANT NO. DATE ALLOWED 04 01 2026 (Mo. Day Yr.) IN THE SUM OF $ 35804.00

CITY OF SHOREVIEW

V #	W #

Payee MINNESOTA DEP

VENDOR # 00151
MINNESOTA DEPARTMENT OF REVENUE-T
MN. SALES & USE TAX
MAIL STATION 1110
SAINT PAUL, MN 55146

Purchase Order No.

Terms

Due Date 04/01/2026

INVOICE DATE	INVOICE NUMBER	APPROP NUMBER	PROJECT	DESCRIPTION	AMOUNT
03/01/2026	MARCH 2026	220-0000-21810.000		SALES USE TAX: MARCH 2026	32,702.93
03/01/2026	MARCH 2026	701-4650-42120.003		SALES USE TAX: MARCH 2026	65.34
03/01/2026	MARCH 2026	601-0000-21810.000		SALES USE TAX: MARCH 2026	3,016.37
03/01/2026	MARCH 2026	220-4380-43610.000		SALES USE TAX: MARCH 2026	14.36
03/01/2026	MARCH 2026	220-4380-42140.000		SALES USE TAX: MARCH 2026	5.00

CITY OF SHOREVIEW

Favor Of

MINNESOTA DEPARTMENT OF REVENUE-TAX

Total Amount of Voucher $

Deductions

Total Amount of Warrant $

Month of _____ , _____

VOUCHER RECORD	ACCT #	
Total		

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Mo. Day Yr. Signature Officer/Title

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Mo. Day Yr. Signature Officer/Title

Board/Council Members

Memorandum

TO: City Council

FROM: Krista Billerbeck , Natural resources manager

DATE: May 4, 2026

SUBJECT: Accept quote from Wilson's Nursery for spring tree planting

ITEM NUMBER: 8.e

SECTION: CONSENT AGENDA

REQUESTED MOTION

To accept the quote from Wilson's Nursery in the amount of $29,723 for spring tree planting

INTRODUCTION

Staff requested quotes for trees and planting services for spring tree planting as part of a grant funded project and is recommending the city council accept the low quote.

DISCUSSION

Staff received grant funding for trees, planting, and maintenance from the U.S. Department of Agriculture, Forest Service, Urban and Community Forestry Program in partnership with American Forests. The funding is designated for use in five census block groups within the city.

Staff have been working with property owners within the approved areas and identified three locations for a spring tree planting project. The locations include the west side of Rice Creek Parkway, Shoreview Hills Apartments, and Shepherd of the Hills Church. The apartment and church properties recently removed numerous ash trees infested with emerald ash borer (EAB) and this project assists with the planting after removals with a diverse mix of species.

Contractors submitted quotes for trees and planting services for approximately 75 trees. Quotes received were Wilson's Nursery - $29,723; Hoffman and McNamara - $32,183; Davey Resource Group - $34,509; and Tree Trust Landscape Services - $39,789. Wilson's Nursery submitted the low quote for the project. The city will be billed for the trees and planting and reimbursed by grant funding. The grant will also fund watering for the first two years to help ensure tree survival. Wilson's Nursery has completed other planting projects in the city over the past two years.

RECOMMENDATION

Staff recommends the city council accept the quote from Wilson's Nursery in the amount of $29,723 for trees and planting services in spring 2026

ATTACHMENTS

Memorandum

TO: City Council

FROM: Kevin Knopik , Finance Director

DATE: May 4, 2026

SUBJECT: Approve 2025 inter-fund transfers and loans

ITEM NUMBER: 8.f

SECTION: CONSENT AGENDA

REQUESTED MOTION

To approve the inter-fund transfers and inter-fund loan outlined in the attached report for the year ended December 31, 2025.

INTRODUCTION

Each year, prior to issuance of the comprehensive annual financial report, the finance department requests final council approval for transfers between funds, and for the inter-fund loans necessary to offset temporary deficit cash balances. Since transfers between funds, and inter-fund loans require council approval, this summary precedes issuance of the financial report.

DISCUSSION

Please see attached report and schedule of transfers and loans.

RECOMMENDATION

Staff recommends approval of the attached inter-fund transfers and loans outlined in the attached report and schedule for the year ended December 31, 2025.

ATTACHMENTS

Xfrs Loans Yr End 2025.pdf

2025 Year-end Summary, Inter-fund Transfers and Loans

To: Mayor and City Councilmembers

From: Kevin Knopik, Finance Director

Date: May 4, 2026

Introduction

Each year, prior to issuance of the comprehensive annual financial report, the finance department requests final council approval for transfers between funds, and for the inter-fund loans necessary to offset temporary deficit cash balances. Since transfers between funds, and inter-fund loans require council approval, this summary precedes issuance of the financial report.

General Fund Operating Results

The table below provides a summary of 2025 general fund activity.

General Fund	2025		
	Budget	Actual	Variance
Revenues:	Budget	Actual	Variance
Property taxes	$ 12,617,128	$ 12,529,477	$ (87,651)
Licenses and permits	652,700	900,793	248,093
Intergovernmental	713,350	916,102	202,752
Charges for services	1,797,010	1,824,111	27,101
Fines and forfeits	32,000	28,925	(3,075)
Earnings on investments	80,000	343,429	263,429
Other	15,250	38,679	23,429
Total revenues	$ 15,907,438	$ 16,581,516	$ 674,078
Expenditures:	Budget	Actual	Variance
Operating and capital			
General government	$ 3,684,894	$ 3,413,974	$ (270,920)
Public safety	6,464,682	7,064,779	600,097
Public works	2,328,715	2,238,020	(90,695)
Parks and recreation	3,024,966	2,865,156	(159,810)
Community development	907,181	1,034,594	127,413
Total expenditures	$ 16,410,438	$ 16,616,523	$ 206,085
Transfers in	1,133,000	1,133,000	-
Transfers out	(630,000)	(630,000)	-
Change in fund balance	$ -	$ 467,993	467,993
Beginning fund balance		7,949,608	
Ending fund balance		$ 8,417,601	

Overall, revenues exceeded the budget allowances by 4.2%, and expenditures were 1.3% over budget.

Primary variances for 2025 are discussed below.

Revenue variances include:

- License and permit revenue exceeded the budget by $248,093 due the city's policy of conservatively budgeting permit revenue.
- Intergovernmental revenue exceeded the budget by $202,752 due primarily to state fire aid and road maintenance state aid.
- Earnings on investments are above budget by $263,429, as a result of the year end market value adjustment. Accounting standards require the city to adjust investments to market at year end.

Expenditure variances include:

- General government operating expenditures are $270,920 below budget (7.4%) due primarily to information systems being under budget by $124,244 as a result of maintenance costs related to equipment. Finance was under budget by $54,707 due to personnel and insurance costs. Administration was under budget by $41,017 due to personnel costs.
- Public safety expenditures are $600,097 over budget (9.3%). The police contract is over budget by $514,100 due to negotiated police contracts. The fire contract is over budget by $85,997 in part due to the requirement that the city report state fire aid (pass thru aid) as a revenue and an expenditure which causes both intergovernmental revenue and the fire contract expense to exceed budget.
- Community development expenditures were over budget by $127,413 (14.0%). This was due to contractual fees related to digital scanning of file for record retention and contracted electrical inspections.
- Public works operating expenditures are $90,695 below budget (3.9%) and parks and recreation expenditures are $159,810 below budget (5.3%) helped offset the overages noted previously.

Fund Balance Policy - The city's fund balance policy, as revised in 2009, sets a minimum and maximum fund balance for the city's general fund. Fund balances above the maximum are considered a one-time source (non-recurring), to be transferred out of the fund for non-recurring uses, or to reduce future debt levies.

The minimum fund balance is designed to accommodate cash flow needs, and the timing of property tax receipts (received in June and December). This allocation is equal to 50% of the 2026 general fund property tax levy.

An unanticipated event allocation (designed to create a cushion for unanticipated costs and/or revenue declines) is established up to a maximum of 10% of the 2026 general fund expenditures. The unanticipated event minimum allocation is 5% of the 2026 general fund expenditures.

Special allocations are established on occasion to accommodate anticipated costs or to anticipate lost revenue in the near future. There are no special fund balance designations as of December 31, 2025.

The maximum general fund balance is equal to the combined cash flow designation, unanticipated event allocation, and special designations.

The ending general fund balance is below the maximum amount, therefore there is not an excess fund balance transfer for 2025. The ending fund balance is above the minimum fund balance. The tables below summarize the calculation.

Maximum Fund balance Summary	Amount
2025 ending fund balance	$ 8,417,601
Minimum working capital fund balance	$ 6,904,129
Unanticipated events fund balance	$ 1,801,935
Maximum fund balance	$ 8,706,064
Excess/(Shortfall) fund balance	$ (288,463)

Minimum Fund balance Summary	Amount
2025 ending fund balance	$ 8,417,601
Minimum working capital fund balance	$ 6,904,129
Unanticipated events fund balance	$ 900,968
Minimum fund balance	$ 7,805,097
Excess/(Shortfall) fund balance	$ 612,504

Transfers and Inter-Fund Loans Between Funds

All transfers between funds require council approval, either through the budget document or separate action. Although planning for inter-fund transfers occurs as a routine part of the city's budget document, we do expect changes due to project delays, changes in funding sources, changes in project costs, or the timing of outside revenues. It is important to note that all transfers outlined in this report were anticipated and are consistent with the city's funding plans and the five-year operating plan and the five-year capital improvement plan.

The inter-fund transfers shown on the attached summary are grouped into the following five categories. Transfers which exceed the budget authorization are described below and require council approval.

1. Fund closings
2. Debt funding
3. Capital funding
4. Operating transfers
5. General fund balance policy transfers

Fund closings

- $26,944.37 – Transfer from the closed bond fund to the 2008 G.O. Improvement bond fund to close the fund as debt matured.
- $272,688.57 – Transfer from the temporary TIF fund to the contributing TIF funds and the temporary TIF authority ended as of December 31, 2025.

Debt Funding

- An additional $5,000 was transferred from the closed bond fund to the G.O. tax abatement bonds 2017 fund for debt service payments.

Capital funding

The following capital funding transfers were made in accordance with the city's capital improvement plan.

- $34,534.24 – Transfer from the community investment fund to the Highway 49/Hodgson Road Project fund to fund trail portion of the project.
- $48,228.41 – Transfer from the community investment fund to the County Road I Project fund to fund trail portion of the project.
- $3,090,861.17 – Transfer from the community investment fund to the Park Building Replacement fund to fund the new additions of park buildings.
- $1,983.75 – Increase in the transfer from the municipal state aid fund to the Hamline Avenue Reconstruction Project fund to cover project costs.
- $105,067.44 – Increase in the transfer from the municipal state aid fund to the Lexington Avenue Reconstruction Project fund to cover project costs.
- $60,786.29 – Transfer from the street renewal fund to the 2026 Street Rehabilitation Capital Project Fund to cover project costs.
- $313,351.93 – Transfer from the Capital Asset Replacement fund to the 2025 Office Remodel Capital Project Fund to cover project costs.
- $60,203.01 – Transfer from the Capital Asset Replacement fund to the County Road I Project Fund to cover project costs.
- $662,000.00 – Transfer from the Capital Asset Replacement fund to the Park Building Replacement fund to cover project costs.
- $184,557.05 – Transfer from the Capital Asset Replacement fund to the Information Technology fund to cover capital acquisitions.

Operating transfers

- There were no transfers that exceeded budget for operations in 2025.

General fund balance policy transfer

The city's fund balance policy requires that excess general fund balances be transferred and used for a one-time expense or to reduce future debt levies.

- The general fund did not have excess fund balance in 2025.

Inter-Fund Loans

Pursuant to governmental accounting and financial reporting standards, any temporary cash deficit within a fund must be reclassified as a loan from another fund. Since inter-fund transactions require council approval, the inter-fund loan that satisfies this guideline is presented for council consideration.

- $386,947.25– Inter-fund loan from TIF district #1 (deluxe) to TIF district #8 (Lakeview Terrace) for costs associated with the Owasso Street realignment project. The loan is to be repaid with interest through tax increment receipts generated from TIF district #8.
- $7,373.35 – Inter-fund loan from the General Fund to the Short-term Disability Self- Insurance fund. The inter-fund loan will be repaid with future charges for the insurance program.

Typically loans between funds are intended to address temporary cash deficits that will be supported by future revenues. In these instances, the average rate of return on the city's total investment portfolio is charged and the loan is repaid as quickly as cash flow allows.

Recommendation

Staff recommends approval of the attached inter-fund transfers and loans outlined in this report for the year ended December 31, 2025.

Changes in 2025 Transfers Between Funds

From Fund	To Fund	Budgeted Transfer	Actual Transfer	Transfers That Increased	Description
INTERFUND TRANSFERS					
Debt Funding					
351	322	$ 35,000.00	$ 40,000.00	$ 5,000.00	closed bond fund contribution, community center expansion debt payments
401	322	322,000.00	322,000.00	-	community Inv. fund contribution, community center expansion debt payments
405	322	200,000.00	200,000.00	-	capital asset contribution, community center expansion debt payments
351	324	18,000.00	18,000.00	-	closed bond fund contribution, park building debt payments
401	324	54,920.00	54,920.00	-	community Inv. fund contribution, park building debt payments
405	324	25,844.00	25,844.00	-	capital asset contribution, park building debt payments
351	378	-	26,944.37	26,944.37	closed bond fund contribution to close fund
		655,764.00	687,708.37	31,944.37	
Capital Funding					
401	465	-	34,534.24	34,534.24	community investment fund portion of project related to trails
401	474	-	48,228.41	48,228.41	community investment fund portion of project related to trails
401	478	-	3,090,861.17	3,090,861.17	community investment fund portion of project related park buildings
402	467	-	1,983.75	1,983.75	MSA fund contribution, 28-01 Hamline Avenue reconstruction
402	468	-	105,067.44	105,067.44	MSA fund contribution, Lexington Avenue reconstruction
404	461	-	60,786.29	60,786.29	street renewal contribution, 2026 street rehabilitation
405	431	-	313,351.93	313,351.93	capital asset contribution, 2025 office remodel
405	474	-	60,203.01	60,203.01	capital asset contribution, County Rd I boardwalk
405	478	-	662,000.00	662,000.00	capital asset contribution, park building replacements
405	422	-	184,557.05	184,557.05	capital asset contribution, computer acquisition costs
701	422	2,800.00	-	-	capital asset not purchased in the current year
		2,800.00	4,561,573.29	4,561,573.29	
Operating Transfers					
101	220	305,000.00	305,000.00	-	general fund contribution, community center operating costs
101	225	300,000.00	300,000.00	-	general fund contribution, recreation program operating costs
101	270	25,000.00	25,000.00	-	general fund contribution, slice of shoreview event
230	101	175,000.00	175,000.00	-	cable tv contribution, general fund communication costs
406	305	-	27,432.47	27,432.47	transfer temporary TIF funds back to TIF#4
406	307	-	130,754.17	130,754.17	transfer temporary TIF funds back to TIF#1
406	409	-	26,614.40	26,614.40	transfer temporary TIF funds back to TIF#9
406	410	-	66,072.44	66,072.44	transfer temporary TIF funds back to TIF#10
406	411	-	21,815.09	21,815.09	transfer temporary TIF funds back to TIF#11
601	101	482,000.00	482,000.00	-	water contribution, general fund operating costs
601	701	43,000.00	43,000.00	-	water contribution, maint center debt payments
602	101	212,000.00	212,000.00	-	sewer contribution, general fund operating costs
602	701	43,000.00	43,000.00	-	sewer contribution, maint center debt payments
603	101	215,000.00	215,000.00	-	surface water contribution, general fund operating costs
603	701	31,000.00	31,000.00	-	surface water contribution, maint center debt payments
604	101	49,000.00	49,000.00	-	street lighting contribution, general fund operating costs
604	701	2,400.00	2,400.00	-	street lighting contribution, maintenance center debt payments
		1,882,400.00	2,155,088.57	272,688.57	
Total		$ 2,540,964.00	$ 7,404,370.23	$ 4,866,206.23	

From Fund	To Fund	Loan Amount	Description
INTERFUND LOANS AND LIABILITIES			
408	307	$ 386,947.25	loan from TIF #1/deluxe district to TIF #8/lakeview terrace
101	702	7,373.35	loan from General Fund to STD Self Insurance fund
		$ 394,320.60	

Memorandum

TO: City Council

FROM: Tom Wesolowski , Public Works Director

DATE: May 4, 2026

SUBJECT: Authorize execution of a professional services agreement for the Community Center Lift Station, city project 26-12.

ITEM NUMBER: 8.g

SECTION: CONSENT AGENDA

REQUESTED MOTION

To authorize execution of a professional services agreement with WSB for engineering services related to the Community Center Lift Station, city project 26-12.

INTRODUCTION

Staff is recommending the replacement of the existing community center lift station and professional engineering services are required for the design. Staff has identified the necessary services and recommends the city council authorize approval of a professional services agreement with WSB.

DISCUSSION

As part of the community center expansion completed in 2018, a prefabricated lift station was installed to pump wastewater from the addition to sanitary sewer piping located in the lower level community center parking lot. A site map showing the location of the existing list station is attached at the end of this report.

The area where the lift station is located is used for many events including weddings and the summer concert series. Since the installation, staff have received periodic complaints about smells and concerns that the cover is a tripping hazard. Based on an inspection of the lift station completed this fall, it was determined the control panel and pumps are in need of replacement.

Based on the need to replace the control panel and pumps and the complaints the city has received about the periodic smell, it was determined that constructing a new lift station in a different location was the best solution to address all the issues. The existing lift station is also the only prefabricated lift station in the city and uses a different control panel and pumps than the other lift stations in the city. The new lift station would be constructed to the same standard as all the other lift stations in the city which would be easier for city staff to maintain and operate. The new lift station would be located near the southeast corner of the lower level community center as shown on the attached site map.

As part of the community center lower level parking lot pavement rehabilitation that will be completed this summer, underground improvements including the piping from the existing lift

station to the new lift station location and conduit for electrical power will be installed.

Lift station design requires expertise beyond what cities like Shoreview typically have on staff. Accordingly, staff has negotiated an agreement for professional engineering services with WSB. A copy of the agreement is attached for reference. The scope of services includes the preparation of plans and specifications, bidding and contract administration and construction administration and inspection for an hourly not to exceed fee of $74,640. WSB has provided engineering services for previous lift station projects and is familiar with the city's standard design. The engineering fees would be funded from the sanitary sewer fund. Design would be completed by late summer with construction expected to start in the fall.

RECOMMENDATION

It is recommended the city council authorize execution of professional services with WSB for engineering services related to the Community Center Lift Station, city project 26-12.

ATTACHMENTS

Lift Station site map
WSB Proposal

Map Ramsey



4/29/2026, 8:49:45 AM

- Personal Property
- Tax Parcels
- Cities
- County Offices

1:600

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

April 10, 2026

Tom Wesolowski, Public Works Director
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

Re: Proposal for Engineering Services
2026 Community Center Lift Station
Shoreview, MN

Dear Mr. Wesolowski:

WSB appreciates the opportunity to submit this letter proposal for engineering services for the design and construction of a wastewater lift station and forcemain for the Community Center at 4580 Victoria St. N. in Shoreview, Minnesota. WSB understands that engineering services for the wastewater lift station and forcemain will consist of the following:

PROJECT OVERVIEW

The City of Shoreview has a prefabricated lift station located in an open space by the community center pavilion east of the community center. The pavilion is rented out for parties and weddings and is used for a summer concert series. The city has received complaints about odors from the lift station as well as concern that the low lid presents a tripping hazard. Additionally, the control panel has also become obsolete and replacement parts are not available.

The City intends to install a new lift station in the SE corner of the lower-level community center parking lot and convert the existing lift station into a manhole. The City is proposing improvements to the lower-level parking lot this summer and intends to directionally drill a gravity sewer main from the existing lift station to the location of the proposed lift station to the southeast.

The existing lift station structure will have all equipment removed with this project and will be modified for use as a manhole. This structure will be connected to the gravity sewer mentioned above during the project. This will allow sewer flows to be directed to the new lift station.

A site plan showing the location of the existing lift station and improvements is attached.

The existing lift station has adequate capacity and the City desires to use this capacity as the design flow parameter for the proposed lift station. The City has asked for a proposal to provide engineering services to design the lift station, create plans and specs and provide bidding and observation services for the construction.

The City desires to pre-purchase pumps, controls and equipment once designed by WSB in coordination with Quality Flow. The installation of these items will be included in the lift station project. The force main will directionally drilled from the lift station location to a receiving manhole located on Highway 96.

WSB will provide the following engineering services for the design and construction of this project.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

DESIGN SERVICES

Project Management
WSB will perform all work necessary to effectively coordinate the project development, maintain the project's schedule and budget, as well as manage the Project Management Team (PMT) starting with a Project Kick-off Meeting. Project management measures will ensure that the project is completed on time, within the budget and in accordance with applicable laws, policies, standards, and good engineering practice.

Kick-Off Meeting and Site Visit
WSB will attend one (1) design kick-off meeting with city staff to review the site and establish roles and responsibilities.

Survey and Geotechnical
WSB will use existing surveys for the lift station and forcemain design and will advise the City if any additional survey work is required. WSB will drill a soil boring at the lift station site and will report the findings to the City. Additional surveying and geotechnical services are not anticipated for the wastewater lift station and forcemain design.

90% Plans and Specifications
WSB will prepare plans and specifications for the wastewater lift station and forcemain, including the lift station's structural and electrical/controls components. The WSB design team will work with the city's SCADA system integrator to assure that the controls provided for the lift station is compatible with the city's overall SCADA system.

At 90% complete, the plans and specifications will be submitted to city staff for review. No further work will be completed until authorized by the City.

Final Design
Once authorized, WSB will attend one (1) final design review meeting with city staff. Review comments provided the city will be discussed, then incorporated into the final (100% complete) set of documents.

Bidding Documents
WSB will prepare the bidding documents and organize the bidding process including:

- Advertisement for bid (City to publish document).
- Answer Bidder Questions
- Conduct Bid Opening and Tabulate Results
- Prepare letter of recommendation to the City
- Prepare Notice of Award and Agreement
- Memos for City Council Actions

Permits
WSB will assist in obtaining a construction permit from the Minnesota Pollution Control Agency (MPCA) for the project.

Cost Estimates
WSB will provide a project cost estimate at 90% plan completion and a final Engineer's Opinion of Probable Cost at 100% plan completion.

Deliverables
The following deliverables will be included:

- Signed final plans in 11" x 17" PDF electronic format
- Signed final specifications in 8.5" x 11" PDF electronic format
- Final Engineer's Opinion of Probable Cost in Excel format
- All supporting documentation

Exclusions
Additional items and work tasks NOT included in the scope of services provided by WSB at this time are:

1.) Survey services.
2.) Supervisory Control and Data Acquisition (SCADA) design.
3.) Construction materials testing and special inspections

CONSTRUCTION-RELATED SERVICES

WSB will provide construction services, including the following:

- Construction administration, including review of shop drawings.
- Critical point construction observations to assure it complies with the project design documents.
- Review of contractor's requests for payment and provide recommendations on payment amounts.
- Final project inspection and preparation of a "punch list" of items to be completed before final payment is released.

SCHEDULE AND FEES

Project Schedule
WSB will begin the project coordination and subsequent design immediately after authorization of this proposal. The proposed schedule includes the following timeframes:

Task	Timeframe
Contract for Engineering Services Awarded	May, 2026
90% Plans, Specs and Bidding Docs Submittal	July, 2026
100% Plans, Specs and Bidding Docs Submittal	August, 2026
Receive Bids and Award Project	September, 2026
Project Construction	October 2026 – Spring 2027

Fees
Compensation for services performed shall be on an hourly, not-to-exceed basis based on the actual hours worked for personnel asssigned to the project, plus reimbursable expenses. WSB proposes to perform these services for the following estimated fees.

Task		Fee
I.	90% Design Services	$42,108
II.	Final Design and Bidding Services	$10,268
III.	Construction-Related Services	$22,264
Total Design and Construction-Related Services		**$74,640**

WSB will invoice on the basis of actual hours spent at current billing rates. Additional services, if requested and approved by the City will be invoiced on the basis of actual hours spent at current billing rates. All services will be invoiced monthly.

The proposed scope and fee represent our complete understanding of the project based on discussions with city staff. If the scope and fee appear to be appropriate, please sign on the space provided and email one copy to me.

WSB will start work upon receipt of a signed contract.

Sincerely,

WSB



Steve Nelson, PE
Director of Water/Wastewater

ACCEPTED BY:

CITY OF SHOREVIEW

Signature

Printed Name

Title

Date

Proposed Estimate of Hours and Fee for
Professional Services for the Geneva Meadows Lift Station & Forcemain Project
Shoreview, Minnesota

John Bradford April 10, 2026

Task	Description	Labor Category and Estimated Hours per Task							
		WSB Group Leader (Steve Nelson, PE)	WSB Sr. Project Manager (QA/QC) (John Bradford)	WSB Client Rep (Paul Hornby)	WSB Project Engineer (Daniel Papp)	Drafting Technician (Municipal Group Engr.)	Adminsitrive Assistant (Jen Croft)	Total Hours	Total Labor Fee
1	**DESIGN & BIDDING SERVICES**								
1.1	Prepare 90% process design plans and specifications.	2	36	6	68	44	4	160	$ 26,584
1.2	Quantity Tabulation	2	2		4			8	$ 1,520
1.3	QA/QC		4	4					$ 2,104
1.4	Prepare Opinion of Probably Cost		2	2	8			12	$ 1,900
1.5	Prepare 100% process design plans and specifications.		8	2	4	6			$ 4,044
1.6	Prepare ad for bid, bidder questions, open and tabulate bids, prepare letter of recommendation, notice of award		6	2	20		16	44	$ 6,224
Task 1 - SubTotal Estimated Hours and Fee (WSB)		4	58	16	104	50	20	224	**$ 42,376**
Task 1 A- Electrical Subcontractor									**$ 10,000**

TOTAL FEE FOR DESIGN & BIDDING SERVICES $ 52,376

2	**CONSTRUCTION ADMINISTRATION AND INSPECTION AND POST CONSTRUCTION SERVICES**								
2.1	Provide complete final project manual plan sets, including hard copies and all required revisions to the Contractor and owner.		2		2		4	8	$ 1,238
2.2	Coordinate, facilitate, and participate in periodic meetings with the Contractor, Subcontractors, Suppliers, and City staff.			8	8			16	$ 2,952
2.3	Review and approve contract documents, shop drawings, and other Contractor Submitals for approval as required. Provide a complete, organized set of final shop drawings at project completion.			4	8		2	14	$ 2,150
2.4	Review and approve, or deny, any proposed changes to the plans and specifications; document with written correspondence and/or change orders.			4	8			12	$ 1,900
2.5	Perform construction observation at critical points during construction. Not-to-exceed 4 trips to project site.		4	4	20			28	$ 4,224
2.6	Process all Contractor pay requests.			8	16		8	32	$ 4,800
Task 2 - SubTotal Estimated Hours and Fee (WSB)		0	6	28	62	0	14	110	**$ 17,264**
Task 2A- Electrical Subcontractor									**$ 5,000**

TOTAL FEE FOR CONSTRUCTION-RELATED SERVICES $ 22,264

Total Estimated Hours	4	64	44	166	50	34	334	
Hourly Billing Rate	$ 285.00	$ 263.00	$ 263.00	$ 106.00	$ 165.00	$ 125.00		
Total Fee by Labor Classification	$ 1,140.00	$ 16,832.00	$ 11,572.00	$ 17,596.00	$ 8,250.00	$ 4,250.00		**$ 59,640**
Geotechnical (soil borings & report)								**$ 8,000**
Subconsultant: Electrical/Controls Design								**$ 15,000**
Total Proposed Fee								***$ 74,640***

CONSTRUCTION PRIORITY :
CONTRACTOR SHALL VERIFY AND LOCATE ALL UNDERGROUND UTILITY LOCATIONS, SIZES AND ELEVATIONS PRIOR TO CONSTRUCTION WITH RESPECTIVE UTILITY COMPANIES.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
(651) 454-0002

GRAPHIC SCALE
25 0 12.5 25 50
SCALE IN FEET

COMMUNITY CENTER
4580 VICTORIA STREET NORTH

EXISTING 60" LIFT STATION TO REMAIN IN PLACE AND PROTECTED
CAP NEW 8" HDPE 6' FROM EXISTING LIFT STATION
CB RE=898.54 IE (W)=891.69 IE (N)=891.44 IE (S)=891.44
RE=899.15 IE=893.38
165 SF 6" CONCRETE WALK
16 SF TRUNCATED DOMES (UNPAINTED)
EX. HANDHOLE
181 LF 8" HDPE DIRECTIONAL DRILLED (2%)
CONSTRUCT B618 C&G (TYP.)
432 LF 4-2" NMC CONDUIT DIRECTIONAL DRILLED
CONSTRUCT B618 C&G (TYP.)
2' RAD BOC
1 EA SANITARY MH (48-4020)
T.C. = 900.55
IE (NW) = 889.69 (NEW 8" HDPE)
IE (SE) = 889.69 (NEW 8" HDPE)
BUILD = 10.86'
288 LF 2-2" NMC CONDUIT
DIRECTIONAL DRILL 8" HDPE (2% AT 202 LF)
312 LF 2- 2" NMC CONDUIT
312 LF 2-2" NMC CONDUIT
1 EA HANDHOLE
2' RAD BOC
2' RAD BOC
CONSTRUCT B618 C&G (TYP.)
COMMUNITY CENTER LOWER PARKING LOT
2' RAD BOC
220 LF 2-2" NMC CONDUIT DIRECTIONAL DRILLED
5' RAD BOC
CAP NEW 8" HDPE
CAP 2" NMC CONDUIT ENDS
170 SF 6" CONCRETE WALK
20 SF TRUNCATED DOMES (UNPAINTED)
338 SF 6" CONCRETE WALK
20 SF TRUNCATED DOMES (UNPAINTED)
EX. B618 C&G TOE OF GUTTER (TYP.)
EX. B618 C&G BACK OF CURB (TYP.)
COMMUNITY CENTER LOWER PARKING LOT RETAINING WALL (SPECIAL 3) BEGIN STA. 0+0.00
2' MULCH BETWEEN BOC AND RETAINING WALL (BY OTHERS)
CAP 2" NMC CONDUIT ENDS
298 SF MODULAR BLOCK RETAINING WALL (SPECIAL 3) (ROSE CREEK BLEND OR APPROVED EQUAL). MAX WALL HEIGHT SHALL BE 3.68' (MEASURED FROM BOTTOM OF BASE BLOCK TO TOP OF CAP)
COMMUNITY CENTER LOWER PARKING LOT RETAINING WALL (SPECIAL 3) END STA. 0+81.00
CONSTRUCT B618 C&G (TYP.)
685

GENERAL CONSTRUCTION NOTES:

1) **EXISTING UTILITIES:** CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND PROTECT THEM.
2) **REMOVAL LIMITS:** ACTUAL LIMITS OF REMOVALS FOR GRADING, PAVEMENT, CURB, TRAILS, SIDEWALKS, AND DRIVEWAYS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
3) **RESTORATION:** SOIL BED PREPARATION, 6" TOPSOIL., FOR ALL AREAS REQUIRING SEED.
4) **TRAFFIC CONTROL:** CONTRACTOR SHALL INSTALL AND MAINTAIN APPROPRIATE TEMPORARY TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT MN MUTCD, AND ADJUST AS NECESSARY FOR ACTUAL FIELD CONDITIONS.
5) **TREES:** CONTRACTOR SHALL PRUNE ROOTS OF OAKS ADJACENT TO SITES THAT WILL BE IMPACTED BY THE PROJECT PRIOR TO OTHER WORK. USE A CLEAN, SHARP TOOL TO MAKE CLEAN CUTS WITHOUT PULLING ROOTS. CONTRACTOR SHALL NOTIFY CITY STAFF IF ROOTS 3" OR LARGER ARE FOUND. AFTER PRUNING, BACKFILL THE EXPOSED ROOTS IMMEDIATELY AND WATER THOROUGHLY. ANY OPEN WOUNDS ON OAKS SHALL BE COVERED WITH A LATEX BASED PAINT OR SHELLAC IMMEDIATELY BETWEEN APRIL 1 TO JULY 30.

LEGEND

- CONSTRUCT BITUMINOUS TRAIL
- RECONSTRUCT PEDESTRIAN RAMP
- CONSTRUCT NEW PAVEMENT SECTION (SEE CONSTRUCTION NOTES)
- FDR PAVEMENT SECTION (SEE CONSTRUCTION NOTES)
- MULCH (BY OTHERS)
- INSTALL 2" NMC CONDUIT
- 12" RC PIPE SEWER CL V
- 8" PVC PIPE SEWER
- DIRECTIONAL DRILL 8" HDPE SANITARY PIPE
- CONSTRUCT NEW CURB & GUTTER
- CONSTRUCT RETAINING WALL
- EXISTING CURB & GUTTER
- EXISTING BITUMINOUS CURB
- EXISTING BITUMINOUS TRAIL
- EXISTING CONCRETE SIDEWALK

NO.	DATE:	REVISIONS	BY	APP.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM DULY A REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
SIGNED: Stephanie Smith
STEPHANIE SMITH
REG. NO. 51837 DATE: FEBRUARY 18, 2026

DESIGNED BY: DKY
DRAWN BY: DKY
CHECKED BY: SS

SHOREVIEW PUBLIC WORKS

COMMUNITY CENTER LOWER PARKING LOT REHABILITATION PLAN

2026 STREET REHABILITATION

CITY PROJECT NO. 26-04 SHEET NO. 43 OF 57

Memorandum

TO: City Council

FROM: Stephanie Smith , City engineer

DATE: May 4, 2026

SUBJECT: Authorize execution of Cooperative Agreement PUBW2026-13R with Ramsey County for the pavement preservation project on Lexington Avenue, city project 26-05.

ITEM NUMBER: 8.h

SECTION: CONSENT AGENDA

REQUESTED MOTION

To adopt Resolution No. 26-44 authorizing execution of Cooperative Agreement PWB2026-13R associated with the Ramsey County pavement preservation project on Lexington Avenue, city project 26-05.

INTRODUCTION

As part of Ramsey County's mill and overlay of Lexington Avenue, it is required that a cooperative agreement be executed with the county that includes cost share participation and ownership and maintenance responsibilities for the city and county. Council authorization is required for the execution of the agreement.

DISCUSSION

With the county's 2026 pavement preservation project, Lexington Avenue will have the top layer of pavement milled off and new asphalt placed this summer. The project will go from County Road I to County Road J. A map of the project area is attached to this report.

Pedestrian ramps for the multi-use trail will be reconstructed where needed to comply with ADA requirements for accessibility.

Proposed improvements include:

- Mill and overlay of the pavement
- Rehabilitation of the trail on Lexington Ave
- Pedestrian ramp reconstruction for Americans with Disabilities Act (ADA) requirements
- Sanitary sewer casting replacement (at the city's request)
- Cracked driveway curb at the fire station (at the city's request)

Lexington Avenue is under the jurisdiction of the county and they will cover a majority of the costs associated with the project. The City of Shoreview will provide cost share for improvements related to the city's sanitary sewer.

Shoreview's estimated cost share for construction is $48,600.00. The cooperative agreement includes a detailed cost estimate, and is attached at the end of this report. The agreement also includes 12% of construction costs for construction engineering services, which is estimated at

$5,900.00. The total cost estimate would be $54,500.00. The city's cost share for the sanitary sewer work will be funded from the sanitary sewer fund.

RECOMMENDATION

It is recommended the city council adopt Resolution No. 26-44 authorizing execution of Cooperative Agreement PWB2026-13R associated with Ramsey County pavement preservation project on Lexington Avenue, city project 26-05.

ATTACHMENTS

Resolution 26-44
Ramsey County Cooperative Agreement PUBW2026-13R
Attachment A - Project Map
Attachment B - Cost Estimate

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD MAY 4, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-44

A RESOLUTION APPROVING RAMSEY COUNTY COOPERATIVE AGREEMENT FOR 2026 PAVEMENT PRESERVATION INCLUDING LEXINGTON AVENUE, CITY PROJECT 26-05

WHEREAS, Ramsey County has prepared plans for the 2026 pavement preservation, to include Lexington Avenue from County road I to County Road J, city project 26-05; and

WHEREAS, the City of Shoreview has agreed to participate in costs associated with the improvements to its sanitary sewer system; and

WHEREAS, Ramsey County requires a cooperative agreement with the City of Shoreview that includes a cost participation summary for the project; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby approves the cooperative agreement for construction of the 2026 pavement preservation project, city project 26-05.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____ Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates authorizing execution of a cooperative agreement with Ramsey County for 2026 Pavement Preservation Project, to include Lexington Avenue (County Road I to County Road J).

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____

Brad Martens, City Manager

SEAL

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF SHOREVIEW FOR
Construction of 2026 Pavement Preservation including Lexington Ave

Total Project Cost:	$ 4,985,058
Ramsey County Cost:	$ 4,936,458
City of Shoreview Cost:	$ 48,600

Attachments:
- A- Project Location Map
- B- Engineers Estimate

This Agreement is between the City of Shoreview, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County") for the construction of the 2026 pavement preservation project including Lexington Ave, as shown on Attachment A (“Project”).

RECITALS

1. The Project is identified in Ramsey County’s 2026 – 2030 Transportation Improvement Program.

AGREEMENTS

1. Responsibility for Design Engineering

   1.1. The County will prepare plans, specifications, and proposals for the Project.

   1.2. Plans for the Project showing proposed construction will be presented to the City and will be on file at Ramsey County Public Works Department.

   1.3. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions are subject to approval by the County.

2. Procurement and Award of Contract

   2.1. The County will take bids in accordance with state law and County procedures.

2.2. The County will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal, and will provide the same to the City.

2.3. The County will award a contract, and pay the contractor from the State Sales Tax, and local funds identified for the Project.

3. Responsibility for Construction Engineering

3.1. The County shall perform or contract the performance of the construction engineering for all elements of the Project.

4. Project Costs

4.1. A list of the construction pay items and percentages of City funding responsibility as well as the total estimated City Project cost is attached as Attachment B. Quantities and unit prices in Attachment B are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed.

4.2. Design Engineering Costs

4.2.1. The County will cover all design engineering fees for this project.

4.3. Construction Engineering Costs

4.3.1. The City shall pay the County a construction engineering fee equal to 12% of the City's share of the items identified in Attachment B.

4.3.2. Construction engineering shall be calculated based on the final contract quantities and unit prices.

5. Payment Schedule

5.1. The County will invoice the City for construction costs incurred on a monthly basis or as determined by the payment schedule for the contractor.

5.2. Construction engineering will be invoiced at the time of substantial project completion, as determined by the County.

5.3. Payment will be made within 30 days of receipt of an invoice.

6. Ownership and Maintenance Responsibility for Project Elements

6.1. Ownership and Maintenance Responsibility of the Roadway

6.1.1. The County will own and maintain the roadway and associated roadway elements located within the County Right of Way, except as detailed below.

6.1.2. The City will own and maintain the sanitary sewer within the project limits, as well as roadway and associated roadway elements located within the City right-of-way and city-owned property.

7. The City grants the County temporary construction permits over all City owned rights-of-way and property within the limits of the Project for use during construction at no cost to the County.

8. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents**,** or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.

9. This Agreement shall remain in full force and effect until the sooner of two years from execution or six months after completion of the project.

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CITY OF SHOREVIEW, MINNESOTA

By: _____ Date:_____
Mayor

By: _____ Date:_____
Director of Public Works

RAMSEY COUNTY, MINNESOTA

_____ Date: _____
Ling Becker, County Manager

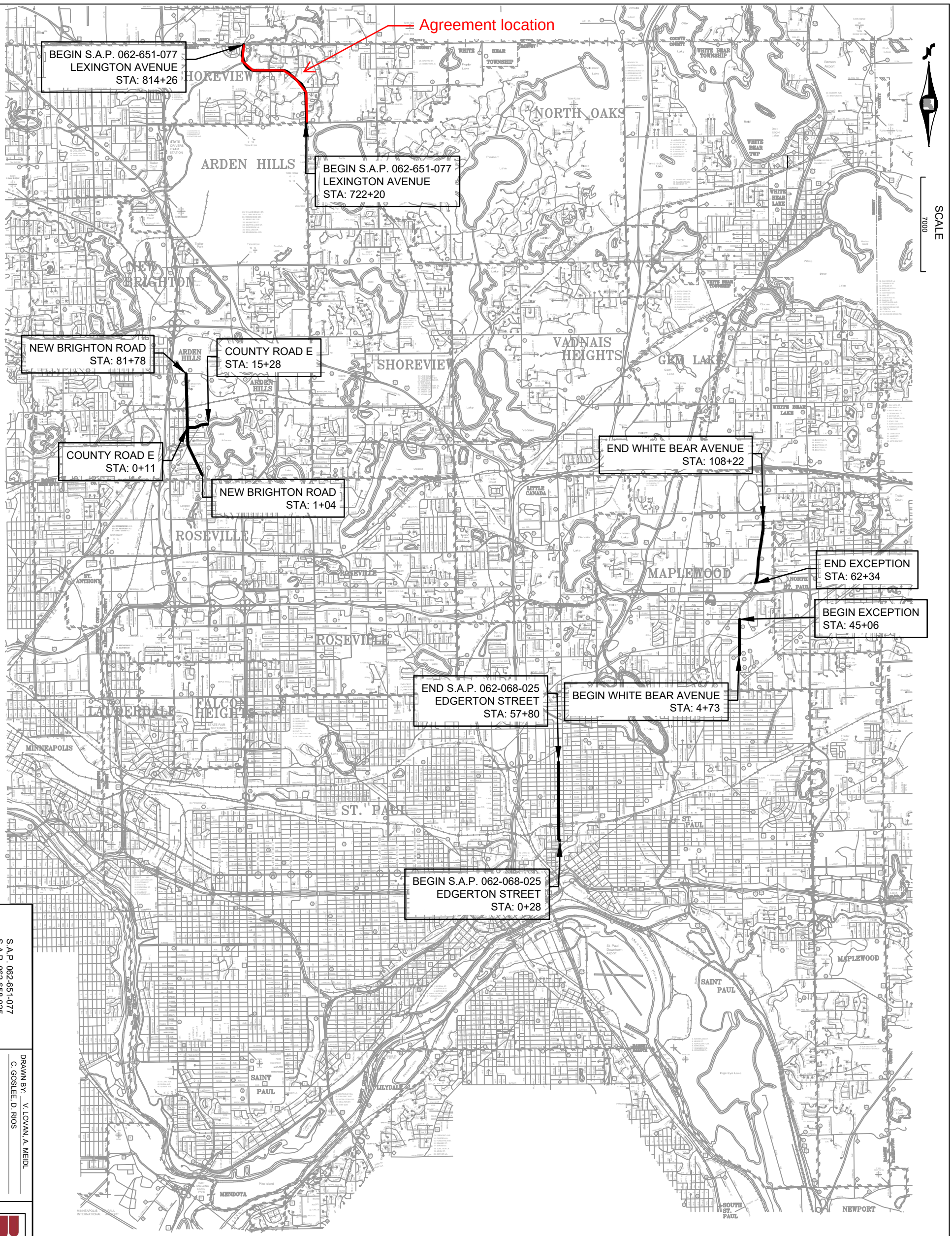
Approval recommended:

_____
Brad Estochen, Ramsey County Engineer
Public Works Department

Approved as to form:

_____
Assistant County Attorney

Attachment A



LEXINGTON AVENUE (CSAH 51)
S.A.P. 062-651-077

GROSS LENGTH	9164 FEET	1.74 MILES
BRIDGE LENGTH	42 FEET	.01 MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	9200 FEET	1.75 MILES

EDGERTON STREET (CSAH 58)
S.A.P. 062-068-025

GROSS LENGTH	5346 FEET	1.01 MILES
BRIDGE LENGTH	450 FEET	.09 MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	5796 FEET	1.10 MILES

WHITE BEAR AVENUE (CSAH 65)

GROSS LENGTH	10349 FEET	1.96 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	1728 FEET	.33 MILES
NET LENGTH	8621 FEET	1.63 MILES

NEW BRIGHTON ROAD (CR 90)

GROSS LENGTH	7730 FEET	1.46 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	7730 FEET	1.46 MILES

COUNTY ROAD E (CR 99)

GROSS LENGTH	1557 FEET	.30 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	1557 FEET	.30 MILES

S.A.P. 062-651-077
S.A.P. 062-658-025

DRAWN BY: V. LOVAN, A. MEIDL
C. GOSLEE, D. RIOS

CHECKED BY:

RAMSEY COUNTY
Public Works

SHEET 2 OF 165

Attachment B

2026 PAVEMENT PRESERVATION PROJECTS AT VARIOUS LOCATIONS

					PARTICIPATING						NON -PARTICIPATING					
					LEXINGTON AVENUE		EDGERTON STREET		WHITE BEAR AVENUE		NEW BRIGHTON ROAD		COUNTY ROAD E	
					200' SOUTH OF ROYAL OAKS		PAYNE AVENUE TO MARYL		FROST AVENUE TO RADAT		COUNTY ROAD D TO COUN		NEW BRIGHTON ROAD TO LAKE JOHANNA BLVD.	
Engineers Estimate			46097		SAP 062-651-077		SAP 062-658-025		CSAH 65		CR 47		CR 99	
ITEM NUMBER	ITEM	UNIT	TOTAL ES	UNIT PRICE	ESTIMATED	AMOUNT	ESTIMATED	AMOUNT	ESTIMATED	AMOUNT	ESTIMATED	AMOUNT	ESTIMATED	AMOUNT
2021.501	MOBILIZATION	LUMP SUI	1	$ 230,000.00	$ 0.60	$ 138,000.00	$ 0.06	$ 13,800.00	$ 0.16	$ 36,800.00	$ 0.14	$ 32,200.00	$ 0.04	$ 9,200.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	300	$ 1.00	$ -	$ 300.00	$ 300.00	$ 300.00		$ -		$ -		$ -
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	30	$ 2.00	$ -	$ 60.00	$ 30.00	$ 60.00		$ -		$ -		$ -
2104.502	REMOVE SIGN	EACH	92	$ 55.00	$ 53.00	$ 2,915.00		$ -		$ -	$ 33.00	$ 1,815.00	$ 6.00	$ 330.00
2104.502	REMOVE SIGN PANEL	EACH	7	$ 25.00	$ 7.00	$ 175.00		$ -		$ -	$ -		$ -	
2104.502	SALVAGE SIGN	EACH	55	$ 55.00	$ 20.00	$ 1,100.00		$ -		$ -	$ 27.00	$ 1,485.00	$ 8.00	$ 440.00
2104.502	SALVAGE SIGN PANEL	EACH	32	$ 25.00	$ 24.00	$ 600.00		$ -		$ -	$ 5.00	$ 125.00	$ 3.00	$ 75.00
2104.503	SAWING PAVEMENT	LIN FT	280	$ 10.00	$ 280.00	$ 2,800.00		$ -		$ -				
2104.503	REMOVE CURB AND GUTTER	LIN FT	9905	$ 10.00	$ 9,905.00	$ 99,050.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.503	REMOVE BITUMINOUS CURB	LIN FT	501	$ 7.00	$ 501.00	$ 3,507.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.503	REMOVE GUARDRAIL	LIN FT	660	$ 15.00	$ 330.00	$ 4,950.00		$ -		$ -	$ 330.00	$ 4,950.00		
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	33	$ 17.00	$ 33.00	$ 561.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	500	$ 16.00	$ 500.00	$ 8,000.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	300	$ 17.00	$ 300.00	$ 5,100.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.518	REMOVE BITUMINOUS WALK	SQ FT	905	$ 2.25	$ 905.00	$ 2,036.25	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	5040	$ 2.25	$ 5,040.00	$ 11,340.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.607	REMOVE EXCESS RECLAMATION MATERIAL	CU YD	1141	$ 19.00	$ 1,141.00	$ 21,679.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	20900	$ 11.00	$ 20,900.00	$ 229,900.00	$ -	$ -		$ -	$ -	$ -	$ -	$ -
2106.507	COMMON EXCAVATION (P)	CU YD	10.7	$ 80.00	$ 10.70	$ 856.00		$ -		$ -		$ -		$ -
2106.619	MINOR GRADING	RDST	5	$ 400.00		$ -		$ -		$ -		$ -	$ 5.00	$ 2,000.00
2123.61	STREET SWEEPER (WITH VACUUM PICKUP)	HOUR	80	$ 185.00	$ 30.00	$ 5,550.00	$ 10.00	$ 1,850.00	$ 20.00	$ 3,700.00	$ 10.00	$ 1,850.00	$ 10.00	$ 1,850.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	72.7	$ 80.00	$ 72.70	$ 5,816.00	$ -	$ -		$ -		$ -	$ -	$ -
2215.504	FULL DEPTH RECLAMATION	SQ YD	13643	$ 1.75	$ 13,643.00	$ 23,875.25		$ -		$ -		$ -		$ -
2221.507	SHOULDER BASE AGGREGATE (CV) CLASS 1 MOD	CU YD	146	$ 85.00		$ -		$ -		$ -	$ 132.00	$ 11,220.00	$ 14.00	$ 1,190.00
2232.504	MILL BITUMINOUS SURFACE (0.5")	SQ YD	66438	$ 1.50	$ 6,044.00	$ 9,066.00		$ -	$ 60,394.00	$ 90,591.00		$ -		$ -
2232.504	MILL BITUMINOUS SURFACE (1.0")	SQ YD	22281	$ 1.50			$ 22,281.00	$ 33,421.50		$ -				
2232.504	MILL BITUMINOUS SURFACE (2.5")	SQ YD	46651	$ 1.80	$ 46,651.00	$ 83,971.80		$ -		$ -		$ -		$ -
2232.504	MILL BITUMINOUS SURFACE (3.0")	SQ YD	24457	$ 2.25		$ -		$ -		$ -	$ 24,457.00	$ 55,028.25		$ -
2232.504	MILL BITUMINOUS SURFACE (4.0")	SQ YD	5959	$ 2.50		$ -		$ -		$ -		$ -	$ 5,959.00	$ 14,897.50
2353.504	ULTRATHIN BONDED WEARING COURSE	SQ YD	113089	$ 8.00	$ 52,695.00	$ 421,560.00		$ -	$ 60,394.00	$ 483,152.00		$ -		$ -
2356.504	BITUMINOUS SEAL COAT	SQ YD	46651	$ 1.70	$ 46,651.00	$ 79,306.70		$ -		$ -		$ -		$ -
2556.506	BITUMINOUS MATERIAL FOR SEAL COAT	GALLON	16329	$ 2.40	$ 16,329.00	$ 39,189.60		$ -		$ -		$ -		$ -
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	6495	$ 2.75	$ 500.00	$ 1,375.00	$ 1,783.00	$ 4,903.25	$ -	$ -	$ 3,914.00	$ 10,763.50	$ 298.00	$ 819.50
2360.509	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	336	$ 220.00	$ 40.00	$ 8,800.00	$ 30.00	$ 6,600.00	$ 40.00	$ 8,800.00	$ 206.00	$ 45,320.00	$ 20.00	$ 4,400.00
2360.509	TYPE SP 4.75 WEARING COURSE MIXTURE (3,B)	TON	1281	$ 85.00	$ 108,885.00		$ 1,281.00	$ 108,885.00		$ -		$ -		$ -
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	2214	$ 70.00	$ 2,214.00	$ 154,980.00		$ -		$ -		$ -		$ -
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B)	TON	4949	$ 80.00	$ 395,920.00			$ -		$ -	$ 4,949.00	$ 395,920.00		$ -
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1370	$ 95.00	$ 130,150.00			$ -		$ -		$ -	$ 1,370.00	$ 130,150.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	TON	5366	$ 75.00	$ 402,450.00	$ 5,366.00	$ 402,450.00			$ -		$ -		$ -
2503.602	CONNECT TO EXISTING STORM SEWER	LIN FT	12	$ 1,200.00	$ 14,400.00	$ 12.00	$ 14,400.00			$ -		$ -		$ -
2504.602	REPAIR VALVE BOX	EACH	5	$ 1,500.00	$ 7,500.00	$ 3.00	$ 4,500.00			$ -	$ 1.00	$ 1,500.00	$ 1.00	$ 1,500.00
2504.602	ADJUST VALVE BOX	EACH	24	$ 800.00	$ 19,200.00	$ 19.00	$ 15,200.00			$ -	$ 2.00	$ 1,600.00	$ 3.00	$ 2,400.00
2506.502	CASTING ASSEMBLY (A)	EACH	33	$ 1,800.00	$ 59,400.00	$ 32.00	$ 57,600.00			$ -	$ 1.00	$ 1,800.00	$ -	$ -
2506.502	ADJUST FRAME & RING CASTING	EACH	31	$ 1,300.00	$ 40,300.00	$ 27.00	$ 35,100.00			$ -	$ 3.00	$ 3,900.00	$ 1.00	$ 1,300.00
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	18.24	$ 1,275.00	$ 23,256.00	$ 18.24	$ 23,256.00			$ -		$ -		$ -
2506.602	CASTING ASSEMLY - SPECIAL (LP4)	EACH	3	$ 4,000.00	$ 12,000.00	$ 3.00	$ 12,000.00			$ -		$ -		$ -
2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	1015	$ 20.00	$ 20,300.00	$ 1,015.00	$ 20,300.00			$ -		$ -	$ -	$ -
2521.618	CONCRETE WALK	SQ FT	10100	$ 15.00	$ 151,500.00	$ 10,100.00	$ 151,500.00			$ -	$ -	$ -	$ -	$ -
2531.503	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	8134	$ 28.00	$ 227,752.00	$ 8,134.00	$ 227,752.00	$ -		$ -			$ -	
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	518	$ 110.00	$ 56,980.00	$ 518.00	$ 56,980.00			$ -		$ -	$ -	$ -
2531.603	CONCRETE CURB & GUTTER	LIN FT	2300	$ 45.00	$ 103,500.00	$ 2,300.00	$ 103,500.00			$ -		$ -	$ -	$ -
2531.603	CONCRETE CURB DESIGN V	LIN FT	40	$ 50.00	$ 2,000.00	$ 40.00	$ 2,000.00			$ -		$ -		$ -
2531.618	TRUNCATED DOMES	SQ FT	1096	$ 70.00	$ 76,720.00	$ 1,096.00	$ 76,720.00			$ -		$ -	$ -	$ -
2554.502	END TREATMENT-TANGENT TERMINAL	EACH	8	$ 4,250.00	$ 34,000.00	$ 4.00	$ 17,000.00			$ -	$ 4.00	$ 17,000.00		$ -
2554.503	TRAFFIC BARRIER DESIGN SPECIAL	LIN FT	100	$ 120.00	$ 12,000.00	$ 100.00	$ 12,000.00			$ -				$ -
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	300	$ 80.00	$ 24,000.00	$ 200.00	$ 16,000.00			$ -	$ 100.00	$ 8,000.00		$ -
2563.601	TRAFFIC CONTROL	LUMP SUI	1	$ 132,000.00	$ 132,000.00	$ 0.60	$ 79,200.00	$ 0.06	$ 7,920.00	$ 0.16	$ 21,120.00	$ 0.14	$ 18,480.00	$ 0.04	$ 5,280.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUI	1	$ 10,000.00	$ 10,000.00	$ 0.60	$ 6,000.00	$ 0.06	$ 600.00	$ 0.16	$ 1,600.00	$ 0.14	$ 1,400.00	$ 0.04	$ 400.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UDAY	84	$ 145.00	$ 12,180.00	$ 14.00	$ 2,030.00	$ 14.00	$ 2,030.00	$ 28.00	$ 4,060.00	$ 14.00	$ 2,030.00	$ 14.00	$ 2,030.00
2564.502	INSTALL SIGN PANEL	EACH	32	$ 90.00	$ 2,880.00	$ 24.00	$ 2,160.00		$ -		$ -	$ 5.00	$ 450.00	$ 3.00	$ 270.00
2564.502	INSTALL SIGN	EACH	55	$ 245.00	$ 13,475.00	$ 20.00	$ 4,900.00		$ -		$ -	$ 27.00	$ 6,615.00	$ 8.00	$ 1,960.00
2564.502	DELINEATOR / MARKER	EACH	2	$ 250.00	$ 500.00	$ 1.00	$ 250.00		$ -		$ -	$ 1.00	$ 250.00		$ -
2564.518	SIGN	SQ FT	588.69	$ 75.00	$ 44,151.75	$ 359.94	$ 26,995.50		$ -		$ -	$ 198.25	$ 14,868.75	$ 30.50	$ 2,287.50
2564.518	SIGN PANEL	SQ FT	31.25	$ 55.00	$ 1,718.75	$ 31.25	$ 1,718.75		$ -		$ -	$ -	$ -	$ -	$ -
2565.502	APS PUSH BUTTON STATION	EACH	7	$ 1,200.00	$ 8,400.00	$ 7.00	$ 8,400.00		$ -		$ -		$ -		$ -
2565.502	APS POLE MOUNTING ADAPTOR	EACH	1	$ 1,200.00	$ 1,200.00	$ 1.00	$ 1,200.00		$ -		$ -		$ -		$ -

2565.602	ADJUST HANDHOLE	EACH	1	$ 800.00	$ 800.00	$ 1.00	$ 800.00			$ -			$ -			$ -			$ -	
2565.602	RIDGID PVC LOOP DETECTOR 6'X6'	EACH	1	$ 2,000.00	$ 2,000.00	$ 1.00	$ 2,000.00			$ -			$ -			$ -			$ -	
2565.616	REVISE SIGNAL SYSTEM A	SYS	1	$ 80,000.00	$ 80,000.00	$ 1.00	$ 80,000.00			$ -			$ -			$ -			$ -	
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUI	1	$ 10,000.00	$ 10,000.00	$ 0.60	$ 6,000.00	$	0.06	$ 600.00	$	0.16	$ 1,600.00	$	0.14	$ 1,400.00	$	0.04	$ 400.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	186	$ 155.00	$ 28,830.00	$ 66.00	$ 10,230.00	$	65.00	$ 10,075.00	$	51.00	$ 7,905.00	$	2.00	$ 310.00	$	2.00	$ 310.00
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	2500	$ 6.00	$ 15,000.00	$ 2,500.00	$ 15,000.00	$	-	$ -	$	-	$ -	$	-	$ -	$	-	$ -
2574.507	BOULEVARD TOPSOIL BORROW	CU YD	250	$ 40.00	$ 10,000.00	$ 250.00	$ 10,000.00	$	-	$ -	$	-	$ -	$	-	$ -	$	-	$ -
2575.508	HYDRAULIC MULCH MATRIX	LB	1607	$ 5.00	$ 8,035.00	$ 1,550.00	$ 7,750.00	$	-	$ -	$	-	$ -	$	43.00	$ 215.00	$	14.00	$ 70.00
2575.618	SITE RESTORATION (COUNTY TYPE 1)	SQ FT	26000	$ 1.00	$ 26,000.00	$ 25,000.00	$ 25,000.00	$	-	$ -	$	-	$ -	$	750.00	$ 750.00	$	250.00	$ 250.00
2575.618	SITE RESTORATION (COUNTY TYPE 2)	SQ FT	2000	$ 2.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$	-	$ -	$	-	$ -	$	-	$ -	$	-	$ -
2580.503	INTERIM PAVEMENT MARKING	LIN FT	100252	$ 0.25	$ 25,063.00	$ 39,385.00	$ 9,846.25	$	9,515.00	$ 2,378.75	$	32,292.00	$ 8,073.00	$	16,150.00	$ 4,037.50	$	2,910.00	$ 727.50
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	47384	$ 1.30	$ 61,599.20	$ 17,790.00	$ 23,127.00	$	35.00	$ 45.50	$	29,559.00	$ 38,426.70	$	-	$ -	$	-	$ -
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	27995	$ 1.60	$ 44,792.00	$ -	$ -	$	9,430.00	$ 15,088.00	$	-	$ -	$	15,650.00	$ 25,040.00	$	2,915.00	$ 4,664.00
2582.503	12" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	48	$ 12.00	$ 576.00	$ 16.00	$ 192.00	$	-	$ -	$	32.00	$ 384.00	$	-	$ -	$	-	$ -
2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	295	$ 19.00	$ 5,605.00	$ -	$ -	$	-	$ -	$	295.00	$ 5,605.00	$	-	$ -	$	-	$ -
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	8860	$ 1.30	$ 11,518.00	$ 4,160.00	$ 5,408.00	$	-	$ -	$	4,700.00	$ 6,110.00	$	-	$ -	$	-	$ -
2582.503	4" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	687	$ 1.30	$ 893.10	$ 159.00	$ 206.70	$	-	$ -	$	492.00	$ 639.60	$	36.00	$ 46.80	$	-	$ -
2582.503	4" DOUBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	27735	$ 2.60	$ 72,111.00	$ 9,165.00	$ 23,829.00	$	4,740.00	$ 12,324.00	$	4,300.00	$ 11,180.00	$	8,075.00	$ 20,995.00	$	1,455.00	$ 3,783.00
2582.503	4" SOLID LINE PREF TAPE	LIN FT	372	$ 16.25	$ 6,045.00	$ 132.00	$ 2,145.00	$	130.00	$ 2,112.50	$	102.00	$ 1,657.50	$	4.00	$ 65.00	$	4.00	$ 65.00
2583.518	PAVT MSSG PREF THERMO GR IN	SQ FT	726.15	$ 19.00	$ 13,796.85	$ 61.80	$ 1,174.20	$	15.45	$ 293.55	$	618.00	$ 11,742.00	$	30.90	$ 587.10	$	-	$ -
2582.518	CROSSWALK PERF THERMO GR IN	SQ FT	7984	$ 20.00	$ 159,680.00	$ 2,320.00	$ 46,400.00	$	1,232.00	$ 24,640.00	$	4,080.00	$ 81,600.00	$	208.00	$ 4,160.00	$	144.00	$ 2,880.00
					$ 4,985,058.75		$ 3,020,280.00			$ 247,927.05			$ 824,745.80			$ 696,176.90			$ 195,929.00
	Ramsey County CSAH				$ 3,219,607.05		$ 2,971,680.00			$ 247,927.05										
	Ramsey County Local				$ 1,716,851.70								$ 824,745.80			$ 696,176.90			$ 195,929.00	
	City of Shoreview				$ 48,600.00		$ 48,600.00													
				Total Construction	$ 4,985,058.75															
	City Construction Engineering (12% of City costs)				$ 5,832.00															

Memorandum

TO: City Council

FROM: Stephanie Smith , City engineer

DATE: May 4, 2026

SUBJECT: Accept quote from Dave Perkins Contracting, Inc. for water utility work associated with the Ramsey County pavement preservation project on Lexington Avenue, city project 26-04.

ITEM NUMBER: 8.i

SECTION: CONSENT AGENDA

REQUESTED MOTION

To accept quote from Dave Perkins Contracting, Inc. in the amount of $139,999.00 for water utility work associated with the Ramsey County pavement preservation project on Lexington Avenue, city project 26-04.

INTRODUCTION

Ramsey County is milling and overlaying the existing pavement on Lexington Avenue. It is consistent with city policy to rehabilitate the city's water utilities ahead of street paving. Staff has solicited quotes to complete this work and is recommending the city council accept the low quote.

DISCUSSION

Ramsey County's 2026 pavement preservation project includes Lexington Avenue from County Road I to County Road J. The city owns and maintains watermain pipe, hydrants and valves along Lexington Avenue and city staff inspected the watermain system ahead of the county's project. Fourteen gate valves were identified for maintenance. This work will be scheduled ahead of the county's pavement replacement to avoid conflict with their contractor, and be completed by utility contractors that are familiar with the city's standards and requirements.

To rehabilitate the gate valves, staff solicited quotes from three qualified contractors and received two competitive responses, summarized below:

- **Contractor:** Dave Perkins Contracting, Inc.
  - **Quote:** $139,999.00
- **Contractor:** Precision Utilities, Inc.
  - **Quote:** $164,478.00

Staff recommends accepting the low quote in the amount of $139,999.00. The costs will be paid by the water fund.

RECOMMENDATION

Staff recommends city council accept the quote from Dave Perkins Contracting, Inc. in the

amount of $139,999.00 for water utility work associated with the Ramsey County pavement preservation project on Lexington Avenue, city project 26-04.

ATTACHMENTS

Dave Perkins Contracting Quote
Precision Utilities Quote
Project Map

ESTIMATE

Prepared For

26-911.Shoreview
Lexington Ave

Dave Perkins Contracting,inc

19745 Nowthen Blvd. NW
Nowthen, Minnesota 55303
Phone: (612) 363-6459
Email: Rperkins@perkinscontractinginc.com

Estimate #	10941
Date	03/20/2026
Business / Tax #	Perkins contracting. inc

Description	Rate	Quantity	Total
Mobilization	$2,858.00	1	$2,858.00
Add 16" Butterfly Gate Valve & Box Includes Removal 8-inch lead remove tee and valve sleeve in new 16-inch valve	$22,344.00	1	$22,344.00
Rebolt Gate Valve SST & SST Operating Nut Class 5 and blacktop / any curb full restoration	$8,169.00	13	$106,197.00
Warning lights If warning lights needed all digs	$8,600.00	1	$8,600.00

Subtotal	$139,999.00
Total	**$139,999.00**

All Permit Fee's Add To Bid Amount

BY: Rene' Perkins (President)

Dave Perkins Contracting, Inc.

Grade & Backfill With Existing Material. No Soil Correction. No Haul Off. No Erosion Control. Staking By Others. Dewatering Extra If Required. Not Responsible For Private Utilities Locate By Others. Not Responsible For Any Unforeseen Circumstances Would Be Extra. No Sub Grade Stabilization. No Restoration. Permits Fees Paid By Owner. Add 1.5 % If Bond Required. Add Additional 1.65% If 2 Year Warranty Bond Is Required. Frost As Per Hourly Rate. Bid Good For 7 Days. Due To Supply Shortage.

ACCEPTED BY:_____DATE:_____

PRE-LIEN NOTICE

(a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Late Fee Policy as of 6/1/2025

Invoice Payment Terms

Late Fee Policy

Effective immediately, a 1.5% late fee will be applied to all invoices that are not paid within 30 days of the invoice date. This policy is designed to encourage timely payments and maintain the efficiency of our financial operations.

Terms and Conditions

- Invoices must be paid in full within 30 days of the invoice date.
- Payments received after the 30-day period will incur a 1.5% monthly late fee.
- The late fee will be calculated based on the total amount due on the invoice.
- This policy applies to all clients and contracts without exception.

Payment Methods

Clients are encouraged to use the following payment methods to ensure timely processing:

- Credit card payment (3.6% Convenience fee)
- Check

By adhering to these terms, you help us maintain a smooth and effective billing process. We appreciate your understanding and cooperation.

PRECISION UTILITIES

Precision Utilities
434 US-12
Montrose, MN 55363

To:	City Of Shoreview	**Contact:**	Todd Jagoe
Address:	Shoreview, MN	**Phone:**	
		Fax:	
Project Name:	Shoreview - Valve Rebuilds	**Bid Number:**	
Project Location:		**Bid Date:**	

Scope of work includes mobilization, along with all necessary labor, equipment, and materials required to complete the valve rebuilds and associated improvements. This includes furnishing and installing a new butterfly valve, import and placement of Class 5/Sand aggregate, hydro excavation for safe exposure of existing utilities, and all required trucking.

In addition, our work includes saw cutting, traffic control, and full restoration of disturbed areas to meet project requirements. All work will be performed in accordance with applicable specifications and industry standards.

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Valve Rebuilds	1.00	LS	$164,478.00	$164,478.00

Bid Price Subtotal: **$164,478.00**

Total Bid Price: **$164,478.00**

Notes:

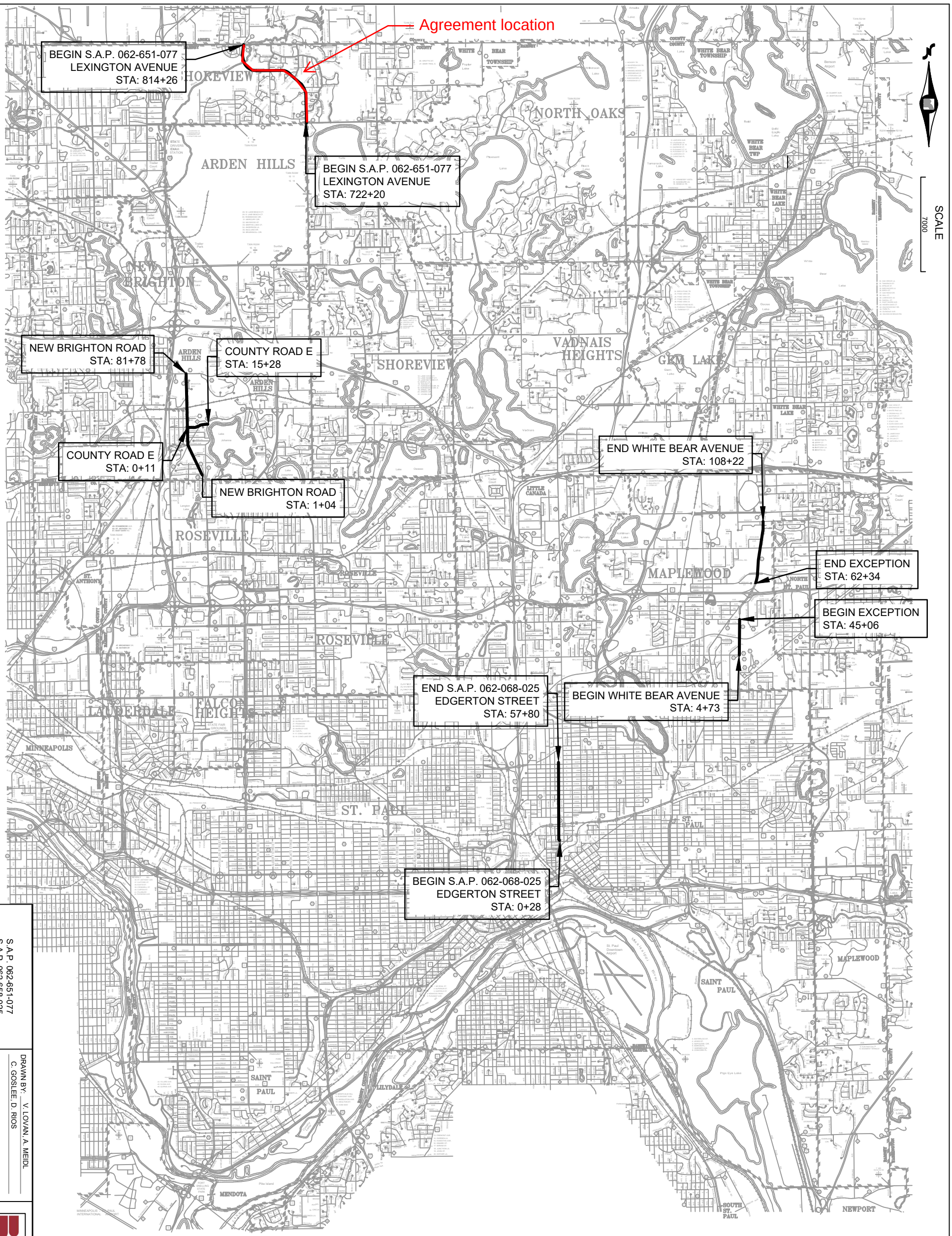
- Assumes export of all excavation and import of Class 5/sand for backfill.
- Assumes export of all excavation at City yard.
- Assumes 6" pavement restoration patch is sufficient.
- Existing valve box and manhole lid adjustments are not included.
- Pricing is valid for 30 days from the date of this quote.
- Pricing is based on the quantities shown on the provided plans and specifications. Any changes may result in a change order.
- Quote assumes normal site access, working hours, and uninterrupted production.
- Dewatering, soil corrections, pipe support, removal of buried obstructions, jacking, frost charges, rock excavation, construction staking, restoration (other than if listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, irrigation, sheeting, shoring, bracing, and private utility locates
- Locating, verifying, and protecting existing underground utilities beyond what is shown on the plans is excluded. Unmarked or Unknown utilities may result in addition cost and time.
- Hydro excavation is not included in this scope of work. If required, hydro excavation will be provided at an additional cost and priced as a change order with a detailed description of the work performed.
- Any work outside the stated scope will be performed only with written change order approval.
- Change orders will be priced based on time and material or agreed unit rates.

Payment Terms:

Invoices submitted by the Contractor to the Client are due upon receipt.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Precision Utilities** **Authorized Signature:** _____ **Estimator:** Bryce Novak 507-514-2953 bryce@precisionutilities.com

Attachment A



LEXINGTON AVENUE (CSAH 51)
S.A.P. 062-651-077

GROSS LENGTH	9164 FEET	1.74 MILES
BRIDGE LENGTH	42 FEET	.01 MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	9200 FEET	1.75 MILES

EDGERTON STREET (CSAH 58)
S.A.P. 062-068-025

GROSS LENGTH	5346 FEET	1.01 MILES
BRIDGE LENGTH	450 FEET	.09 MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	5796 FEET	1.10 MILES

WHITE BEAR AVENUE (CSAH 65)

GROSS LENGTH	10349 FEET	1.96 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	1728 FEET	.33 MILES
NET LENGTH	8621 FEET	1.63 MILES

NEW BRIGHTON ROAD (CR 90)

GROSS LENGTH	7730 FEET	1.46 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	7730 FEET	1.46 MILES

COUNTY ROAD E (CR 99)

GROSS LENGTH	1557 FEET	.30 MILES
BRIDGE LENGTH	N/A FEET	N/A MILES
EXCEPTION LENGTH	N/A FEET	N/A MILES
NET LENGTH	1557 FEET	.30 MILES

S.A.P. 062-651-077
S.A.P. 062-658-025

DRAWN BY: V. LOVAN, A. MEIDL
C. GOSLEE, D. RIOS
CHECKED BY:

RAMSEY COUNTY
Public Works

SHEET 2 OF 165

Memorandum

TO: City Council

FROM: Steve Benoit , Parks and Recreation Director

DATE: May 4, 2026

SUBJECT: Approve the purchase of five pieces of cardio equipment for the fitness center from Master Link Sports.

ITEM NUMBER: 8.j

SECTION: CONSENT AGENDA

REQUESTED MOTION

To approve the purchase of five pieces of cardio equipment from Master-Link Sports in the amount of $33,847.

INTRODUCTION

The city council is being asked to approve the purchase of five pieces of cardio equipment for the fitness center.

DISCUSSION

To remain competitive with other fitness clubs, it is important that the equipment in the fitness center remains up to date and in good working order. The equipment in the fitness center is tracked on a replacement plan to ensure equipment is replaced in a timely manner. There are five treadmills scheduled to be replaced this year. These treadmills are over seven years old.

The fitness center currently features two different treadmill models. We will be replacing five LifeFitness treadmills with new True Apex treadmills. The True console is user-friendly, featuring an LED display, intuitive interface, and essential workout functions that help keep users motivated.

True Fitness equipment has proven reliable with timely maintenance, while repairs for the LifeFitness treadmills often involve long wait times for parts, which can disrupt member use. This replacement is driven by these maintenance challenges, member feedback, and the age and high use of the current machines.

In February, staff sought out two quotes for equipment replacement. Due to the significant increase in fitness center traffic and to ensure all equipment was fully operational, there was a need to expedite the purchase of three of the treadmills. This purchase ensured adequate access to working treadmills for community center members and guests during the busiest time of the year. At that time, the selected vendor also offered a discounted price on the early purchase of the equipment.

Staff would like to move forward with the purchase of the final two treadmills to maintain the

replacement schedule. At this time, staff have decided to hold off on the purchase of the Alpine Incline Trainer in the original quote, and instead replace that with the traditional Apex Treadmill to enhance the ease of use for members and guests. The Alpine Runner Incline Trainer will be considered for future equipment upgrades.

The Master-Link Sports quote for the five treadmills is $34,847. $50,000 has been budgeted for fitness center equipment replacement in the city's capital asset replacement fund.

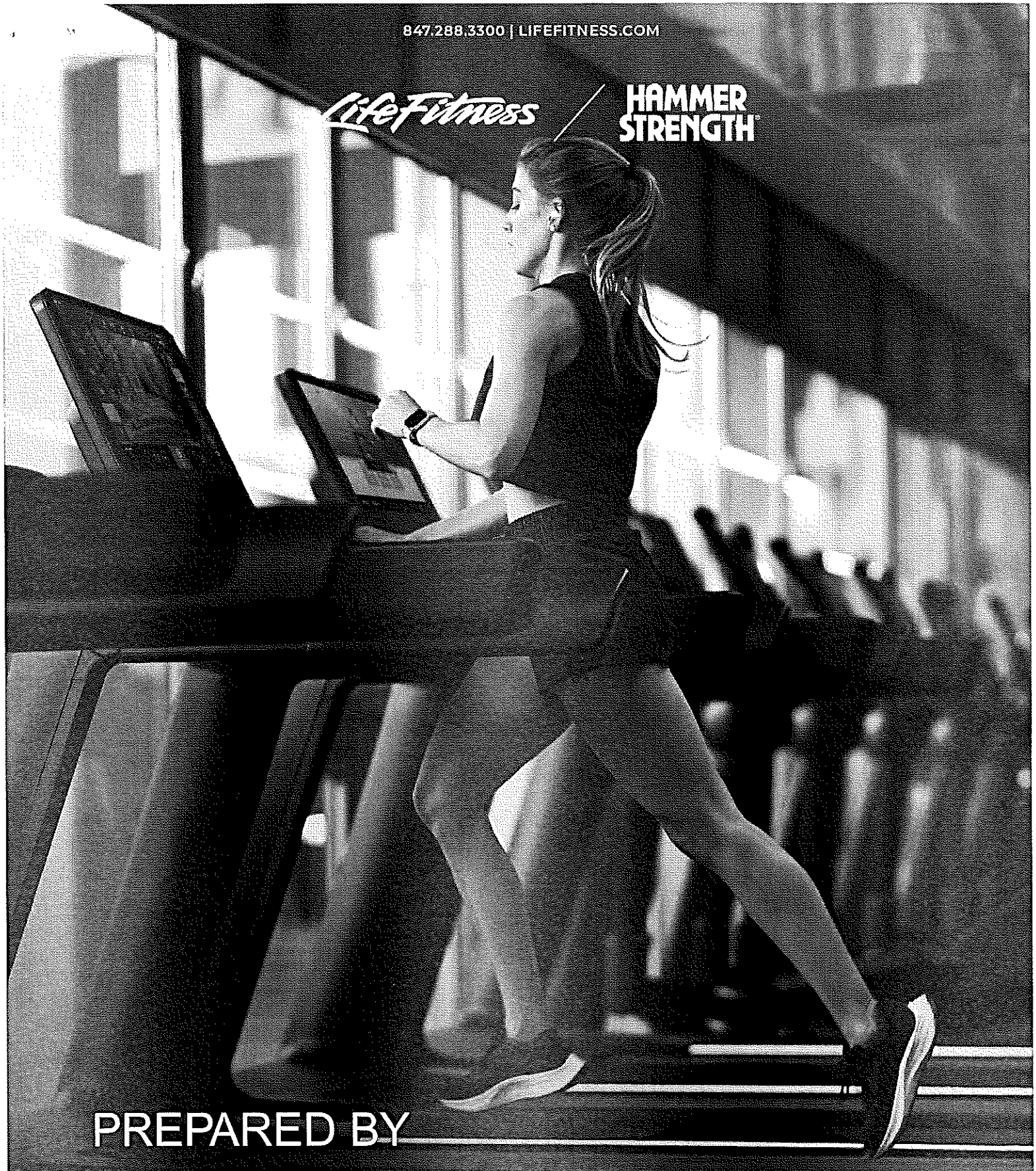
RECOMMENDATION

Based on the foregoing information, t is recommended that city council approve the purchase of five new treadmills from Master-Link Sports in the amount of $33,847

ATTACHMENTS

Life Fitness Quote.pdf
Master-Link Sports Quote.pdf

Life Fitness / HAMMER STRENGTH



PREPARED BY

Jared Allen
Email: jared.allen@lifefitness.com
Phone: (763) 300-4217

QUOTE : CPQ-37812

DATE : 01-28-2026

BILL TO : CITY OF SHOREVIEW
SHOREVIEW COMMUNITY CENTER
4600 VICTORIA ST N
SHOREVIEW
MN 55126-5817
US

SHIP TO : CITY OF SHOREVIEW
SHOREVIEW COMMUNITY CENTER
4600 VICTORIA ST N
SHOREVIEW
MN 55126-5817
US

ONSITE CONTACT
Perry Gustafson
(651) 490-4768
pgustafson@shoreviewmn.gov

Thank you for the opportunity to present a comprehensive equipment recommendation. It is an honor to be considered and we hope you will select us to partner with you to create a premier fitness facility for your organization.

Choosing the right fitness equipment can be daunting. The products you select must be easy to use and inviting for a variety of exercisers. They must be durable and reliable -- capable of standing up to the rigors of continued daily use. That is why partnering with an industry-leading manufacturer uniquely qualified to guide you through the process is so important.

Life Fitness has over 30 years' experience helping facilities select their fitness equipment and create customized fitness environments that encourage exercisers to work out more often and lead healthier lives. We offer the largest breadth of cardio, strength and performance-training equipment, value-added services, and ongoing support to ensure that your facilities' needs will be met in the years to come.

If you have any questions or comments regarding our proposal, please contact us as indicated below. The Life Fitness team looks forward to supporting you in the future.

Sincerely,

Jared

#	DESCRIPTION		CONFIGURATION DETAILS	QTY	MSRP	UNIT PRICE	TOTAL PRICE
1	INTEGRITY+ TREADMILL w/SL INT-SL-XF-14		Int Plus Tread SL Arctic Silver Low Volt Base SL English Imperial Power Cord DOM Low Volt 90 DEG 96 IN	4	$10,299.00	$6,694.35	$26,777.40
2	INTEGRITY+ TREADMILL w/ SE4 16 INT-SE416-XF-14		Int Plus Tread SE4 Arctic Silver Low Volt Base SE4 16 Eng NFC PROIDIOM Coax Power Cord DOM Low Volt 90 DEG 96 IN	1	$13,389.00	$8,702.85	$8,702.85

IMAGES DISPLAYED ARE STOCK IMAGES ONLY

THIS IS A DRAFT QUOTE AND NOT A CONTRACT - SUBJECT TO MANAGEMENT APPROVAL

QUOTE :	CPQ-37812	**DATE :**	01-28-2026
BILL TO :	CITY OF SHOREVIEW	**SHIP TO :**	CITY OF SHOREVIEW

SHIPMENT :

FREIGHT TERMS : Prepaid

FOB : Shipping Point

PAYMENT TERM : NET 30

TOTAL MSRP	:	$54,585.00
CUSTOMER DISCOUNT	:	- $19,104.75
SELLING PRICE	:	$35,480.25
TARIFF SURCHARGE	:	$709.61
FREIGHT / FUEL/ INSTALLATION	:	$4,718.87
ESTIMATED SALES TAX	:	AS APPLICABLE
TOTAL (USD)	:	$40,908.73

REMITTANCE ADDRESS
2716 NETWORK PLACE
CHICAGO, IL 60673
USA

THIS IS A DRAFT QUOTE AND NOT A CONTRACT - SUBJECT TO MANAGEMENT APPROVAL

MASTER-LINK SPORTS

Serving Minnesota's fitness needs since 1987

POBox 18351, Minneapolis MN 55418

Name: Tel: Email:

PROPOSAL

Submitted to:	Perry Gustafson	Date:	1/29/2026
Company:	Shoreview Community Center	Proposal #:	MLS002127
Address:	4580 Victoria Street North Shoreview, MN 55126		Proposal valid for 30 days
Email:	pgustafson@shoreviewmn.gov	Install adress:	Same
Tel:	651.490.4768	Zip Code	55126

ITEM	BRAND	DESCRIPTION	LIST PRICE	YOUR PRICE	QUANTITY	TOTAL
Treadmill	TRUE	Apex Treadmill - UNITE LED Console	$10,699.00	$6,700.00	4	$26,800.00
Treadmill	TRUE	Alpine Runner Incline Trainer - UNITE LED Consol	$10,299.00	$6,500.00	1	$6,500.00
		SHIPPING	$750.00		1	$750.00
		buy back 5 Life fitness treadmills	$200.00		5	$1,000.00

Subtotal	
Delivery and installation	$1,250.00
Sales tax ()	
TOTAL	$34,300.00

MASTER-LINK SPORTS

PROPOSAL

Serving Minnesota's fitness needs since 1987

POBox 18351, Minneapolis MN 55418

Name: Tel: Email:

Submitted to:	Perry Gustafson	Date:	4/22/2026
Company:	Shoreview Community Center	Proposal #:	MLS002127-7
Address:	4580 Victoria Street North Shoreview, MN 55126		Proposal valid for 30 days
Email:	pgustafson@shoreviewmn.gov	Install adress:	Same
Tel:	651.490.4768	Zip Code	55126

ITEM	BRAND	DESCRIPTION	LIST PRICE	YOUR PRICE	QUANTITY	TOTAL
Treadmill	TRUE	Apex Treadmill - UNITE LED Console	$10,699.00	$6,700.00	2	$13,400.00
		SHIPPING	$350.00			$350.00
		buy back 5 Life fitness treadmills	$200.00		2	$400.00

Subtotal	
Delivery and installation	$600.00
Sales tax ()	
TOTAL	$13,950.00

MASTER-LINK SPORTS

PROPOSAL

Serving Minnesota's fitness needs since 1987

POBox 18351, Minneapolis MN 55418

Name: Tel: Email:

Submitted to: Perry Gustafson

Company: Shoreview Community Center

Address: 4580 Victoria Street North Shoreview, MN 55126

Email: pgustafson@shoreviewmn.gov

Tel: 651.490.4768

Date: 2/5/2026

Proposal #: MLS002127-2

Proposal valid for 30 days

Install adress: Same

Zip Code 55126

ITEM	BRAND	DESCRIPTION	LIST PRICE	YOUR PRICE	QUANTITY	TOTAL
Treadmill	TRUE	Apex Treadmill - UNITE LED Console	$10,699.00	$6,499.00	3	$19,497.00
		SHIPPING	$375.00		1	$375.00
		buy back 3 Life fitness treadmills	$200.00		3	$600.00

Subtotal

Delivery and installation $625.00

Sales tax ()

TOTAL $19,897.00

Memorandum

TO: City Council

FROM: Tom Simonson , Assistant City Manager and Community Development Director

DATE: May 4, 2026

SUBJECT: Krew redevelopment project (Enclave):
1. Resolution authorizing execution of a Development Agreement and approving an Administrative Amendment to the Tax Increment Financing Plan for Tax Increment Financing District No. 16
2. Assignment and assumption of Purchase Agreement

ITEM NUMBER: 8.k

SECTION: CONSENT AGENDA

REQUESTED MOTION

To approve the following actions relating to the Krew redevelopment project by Enclave:
1. Resolution No. 26-45, authorizing execution of a Development Agreement and approving an Administrative Amendment to the Tax Increment Financing Plan for Tax Increment Financing District No. 16.
2. Assignment and Assumption of Purchase Agreement.

INTRODUCTION

The developer and city continue to work towards the closing on the sale of city-owned property to Enclave Shoreview Rice Street, LLC, in order for the construction of the Krew Apartments redevelopment project to commence. Several actions are required to amend documents relating to the tax increment financing assistance being provided in support of the project, as well as an amendment to the purchase agreement on the sale of the property. Once these actions are formally approved by the city council, the closing on the land transaction can go forward as scheduled for May 12, 2026.

DISCUSSION

Purchase Agreement

The city and developer first executed a purchase agreement on May 6, 2024 for the sale of the city-owned 11-acre parcel at the southwest quadrant of Interstate 694 and Rice Street. The approved development plan includes 293 apartments, including 8 live/work units, and approximately 5,000 square feet of a building endcap for retail/restaurant space. A housing tax increment district has been established to financially assist with the project costs to clean-up the brownfield site and support affordable housing of 20% (59 units) of the apartments that will be available to people at 50% of the area median income (AMI).

Since the original purchase agreement was approved and executed, there have been nine amendments that have extended the inspection period and the closing date. These extensions

were necessitated due to a variety of reasons that caused delays in finalizing the transaction. All of the issues have all been resolved, and the project is ready to commence once the closing on the land and developer financing are completed.

Enclave has secured financial partners in the project that requires city approval of an assignment of the purchase agreement. This assignment assigns Enclave Development, LLC's interest in the purchase agreement to Enclave Shoreview Rice Street, LLC, The Jon M. Schoenwetter Trust, and The Anne L. Schoenwetter Trusts. Pursuant to this arrangement, all three entities are paying the City of Shoreview on the agreed upon price to acquire the land as tenants in common. Since the two additional entities were not a party to the executed purchase agreement, they must be added through this proposed assignment approved by the city. While the three entities through this assignment of the purchase agreement will all be part of the land transaction, Enclave Shoreview Rice Street, LLC will be the sole title owner of the land and sole borrower. The TIF development agreement and PUD site agreement will also be between the City of Shoreview and Enclave.

The assignment of the purchase agreement presented for council approval has been reviewed and accepted by Chad Lemmons from the city attorney's office. Financial terms of the sale do not change with this proposed assignment.

TIF Plan and Development Agreement

Since the original TIF plan for TIF District 16 (housing district) was approved back in 2024, the plan needs to be administratively amended (meaning council approval but no public hearing required) to revise dates for the tax increment duration and first year of increments. No other changes have been made to the plan that was approved previously. Attached is a copy of the amended TIF plan.

Similar to the TIF plan, the tax increment development agreement has been updated to incorporate critical dates for project commencement and completion, which determine the payment schedule for TIF reimbursements that will be provided. The city's legal counsel from the Taft law firm have drafted the updated TIF development agreement and collateral assignment of the development agreement and TIF note, which are also included with this memorandum. The TIF development agreement and collateral assignment must be approved by the city council through a resolution. Resolution No. 26-45, is provided for council adoption. Again, there are no changes to the tax increment financing terms and obligations as had been previously approved by the city council.

RECOMMENDATION

The items presented for city council action are final steps required to close on the sale of the property to the developer, and to move forward with the certification of TIF District 16 and executing the terms of the financial assistance for this redevelopment project. Staff is recommending the city council take the following actions:

1. Adopt Resolution No. 26-45, authorizing execution of a Development Agreement and approving an Administrative Amendment to the Tax Increment Financing Plan for Tax Increment Financing District No. 16.
2. Approve the Assignment and Assumption of the Purchase Agreement.

ATTACHMENTS

Shoreview TIF 16 Resolution 26-45, Approving Modification to Development Agreement and Administrative Amendment to TIF Plan

Shoreview TIF 16 - Updated Development Agreement (Enclave)
Shoreview TIF Plan No 16 Final Amended 05042026
Shoreview TIF 16- Collateral Assignment of Development Agreement and TIF Note
Assignment of Purchase Agreement - Krew (Enclave)
Enclave Cover Letter - 2026 04 29

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

HELD: May 4, 2026

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Shoreview, Ramsey County, Minnesota, was duly called and held at the City Hall on May 4, 2026, at 7:00 P.M.

The following members of the Council were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

* * * * * * * * * * * * * *

RESOLUTION NO. 26-45

RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT AND APPROVING AN ADMINISTRATIVE AMENDMENT TO THE TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 16

A. **WHEREAS,** the City of Shoreview, Minnesota (the "City") established Tax Increment Financing District No. 16 (the "TIF District") within the City's Municipal Development District No. 2 and has adopted a Tax Increment Financing Plan for the TIF District (the "TIF Plan"); and there is a proposal to administratively amend the TIF Plan for the TIF District under the provisions Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act").; and

B. **WHEREAS,** an administrative amendment to the TIF Plan for the TIF District has been prepared for the TIF District to update the duration of the TIF District and the date of first receipt of tax increment from the TIF District (the "Administrative Amendment"); and

C. **WHEREAS,** the Administrative Amendment does not increase the overall size of the budget, makes no other modification to the TIF Plan, and makes no modification to the boundaries of the TIF District; and

D. **WHEREAS,** on July 15, 2024, the City approved the execution of a Development Agreement (the "Agreement") with Enclave Shoreview Rice Street, LLC, a Delaware limited liability company (the "Developer") whereby the City will provide tax increment financing assistance for certain costs incurred by the Developer in connection with the construction of an approximately 293 unit, 4-story

apartment building, containing a minimum of seven (7) three (3) or four (4) bedroom units, with approximately 4,500 square feet of commercial space on property (the "Development Property") located in the TIF District; and

E. **WHEREAS,** the Agreement has not been executed by the City or the Developer; and

F. **WHEREAS,** the Developer has requested certain updated to the Development Agreement; and

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

1. Findings for the Administrative Amendment.
    a. The City finds, determines and declares that with respect to the Administrative Amendment:
        i. The City is not modifying the boundaries of the TIF District nor increasing the budget in the TIF Plan therefor, but is, however, making an Administrative Amendment to the TIF Plan for the TIF District.
        ii. The City reaffirms the findings previously made with respect to the TIF District.
        iii. The Administrative Amendment conforms to the general plan of the development of the City as a whole.
        iv. The Act does not require a public hearing on the Administrative Amendment.
    b. The Administrative Amendment is hereby approved.
    c. The staff of the City and the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Administrative Amendment.
2. Approval of Development Agreement.
    a. The Council hereby approves the Development Agreement in substantially the form submitted and the Mayor and the City Manager are hereby authorized and directed to execute the Development Agreement on behalf of the Council.
    b. The approval hereby given to the Development Agreement includes approval of such additional details therein as may be necessary and

appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Development Agreement. The execution of the Development Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Development Agreement in accordance with the terms hereof.

* * * * * * * * * * * * * *

The motion for adoption of the foregoing resolution was duly seconded by member _____ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this 4th day of May, 2026.

_____

Mayor

Attest: _____

City Manager

STATE OF MINNESOTA

RAMSEY COUNTY

CITY OF SHOREVIEW

I, the undersigned, being the duly qualified and acting City Manager of the City of Shoreview, Minnesota, **DO HEREBY CERTIFY** that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the authorization of the execution of a development agreement and approval of an amendment to the TIF Plan for TIF District No. 16.

WITNESS my hand as such City Manager of the City Council of the City of Shoreview, Minnesota this 4th day of May, 2026.

_____

City Manager

TIF DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF SHOREVIEW, MINNESOTA

AND

ENCLAVE SHOREVIEW RICE STREET, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP (MTM)
Professional Association
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 2
Section 1.1 Definitions 2

ARTICLE II REPRESENTATIONS AND WARRANTIES 5
Section 2.1 Representations and Warranties of the City 5
Section 2.2 Representations and Warranties of the Developer 5

ARTICLE III UNDERTAKINGS BY DEVELOPER AND CITY 7
Section 3.1 Development Property, Site Improvements and Legal and Administrative Expenses 7
Section 3.2 Limitations on Undertaking of the City 7
Section 3.3 Reimbursement: TIF Note 7
Section 3.4 Compliance with Low and Moderate Income Requirements and City Inclusionary Housing Policy 8
Section 3.5 Real Property Taxes 9
Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement 10
Section 3.7 Additional City Financial Assistance 10

ARTICLE IV EVENTS OF DEFAULT 11
Section 4.1 Events of Default Defined 11
Section 4.2 Remedies on Default 11
Section 4.3 No Remedy Exclusive 12
Section 4.4 No Implied Waiver 12
Section 4.5 Agreement to Pay Attorney's Fees and Expenses 12
Section 4.6 Indemnification of City 12

ARTICLE V DEVELOPER'S OPTION TO TERMINATE AGREEMENT 14
Section 5.1 The Developer's Option to Terminate 14
Section 5.2 Action to Terminate 14
Section 5.3 Effect of Termination 14

ARTICLE VI ADDITIONAL PROVISIONS 15
Section 6.1 Restrictions on Use 15
Section 6.2 Conflicts of Interest 15
Section 6.3 Titles of Articles and Sections 15
Section 6.4 Notices and Demands 15
Section 6.5 Counterparts 16
Section 6.6 Law Governing 16
Section 6.7 Expiration 16
Section 6.8 Provisions Surviving Rescission or Expiration 16
Section 6.9 Assignment of Agreement and TIF Note 16

EXHIBIT A DESCRIPTION OF DEVELOPMENT PROPERTY A-1

EXHIBIT B FORM OF TIF NOTE B-1

EXHIBIT C SITE IMPROVEMENTS C-1

EXHIBIT D COMPLIANCE CERTIFICATE D-1

TIF DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the __ day of May, 2026, by and between the City of Shoreview, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and Enclave Shoreview Rice Street, LLC, a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, the City has heretofore established Municipal Development District No. 2 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established within the Development District, Tax Increment Financing District No. 16 (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, pursuant to the Tax Increment Act the City established its Tax Increment Financing (Redevelopment) District No. 1 ("District No. 1") in 1988 and such district is not subject to restrictions set forth in Minnesota Statutes, Section 469.1763, subd. 2 regarding the use of tax increment generated by District No. 1 to finance activities outside of the boundaries of District No. 1; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

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

ARTICLE 1

DEFINITIONS

1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Shoreview, Minnesota;

Collateral Assignment of Development Agreement means that certain Collateral Assignment of Development Agreement and TIF Note between the City, the Developer, and the Construction Lender that will be executed prior to or concurrent with the Developer's closing on the purchase of the Development Property and construction financing for the Project;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

Construction Lender means Protective Life Insurance Company, a Nebraska corporation, its successors and assigns;

County means Ramsey County, Minnesota;

Developer means Enclave Shoreview Rice Street, LLC, a Delaware limited liability company, its successors and assigns;

Development Agreement means that certain Planned Unit Development and Site Development Agreement between the City and the Developer, relating to the construction of the Project that will be executed prior to or concurrent with the Developer's closing on the purchase of the Development Property and construction financing for the Project;

Development District means Municipal Development District No. 2 heretofore established, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District, as modified;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection review and analysis of the development proposed under this Agreement with the adoption of the Tax Increment Financing Plan and establishment of the Tax Increment District, the preparation of this Agreement and the issuance of the TIF Note;

Note Payment Date means August 1, 2028, and each February 1 and August 1 of each year thereafter to and including February 1, 2054; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction of an approximately 293 unit, 4-story apartment building, containing a minimum of seven (7) three (3) or four (4) bedroom units, with approximately 4,500 square feet of commercial space;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 16 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on July 15, 2024, and any future amendments thereto;

Tax Increments means 100% of tax increments in years 2028 through 2035, 95% of tax increments in years 2036 through 2042, 90% of tax increments in years 2043 through 2047, and 80% of tax increments in years 2048 through 2053 derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2054, (ii) the date the Note is paid as provided in the Note, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms; and

TIF Note means the Tax Increment Revenue Note (Enclave Apartments) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, industry-wide material shortages and delays in delivery, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Based on the representation of the Developer set forth in Section 3.4 below, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Project and certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Delaware limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, if any, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

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

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) Construction of the Project commence by October 1, 2026, and subject to Unavoidable Delays, shall be substantially completed by October 1, 2028.

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

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property, and the construction of the Project and the Site Improvements as provided in Article III.

ARTICLE 3

UNDERTAKINGS BY DEVELOPER AND CITY

3.1 Development Property, Site Improvements, and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer on the Development Property are essential to the successful completion of the Project. The costs of the acquisition of the Development Property, and the construction of the Project and the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) $9,800,000, or (b) the actual costs of the acquisition of the Development Property and the construction of the Project and the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

(2) The Developer has deposited $15,000 with the City to pay actual out of pocket Legal and Administrative Expenses and any excess will be returned to the Developer after payment of all Legal and Administrative Expenses. If the City determines the deposit to be inadequate, the Developer shall provide additional funds in the amount requested by the City in writing.

3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

3.3 Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the acquisition of the Development Property and the construction of the Project and the Site Improvements relating to the Project through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (i) demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project is complete and that the Developer has incurred and paid the costs of the acquisition of the Development Property and the construction of the Project and the Site Improvements, as described in Section 3.1, and (ii) shall have submitted paid invoices for the costs of construction of the Project and the Site Improvements and a title company settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 6.75% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(4) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding 6 months. All such payments shall be applied to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

3.4 Compliance with Low and Moderate Income Requirements and Shoreview Inclusionary Housing Policy.

(1) The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. The Developer has read and understood the Shoreview Inclusionary Housing Policy in effect as of July 15, 2024 (the "Policy"), which is fully incorporated herein by reference. The Developer shall at all times comply with the Policy. Capitalized terms in this Section 3.4, that are not otherwise defined by this Agreement, shall have the meanings given by the Policy. Accordingly, in compliance with the Policy and Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(a) At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income (the “Affordable Units”) and such Affordable Units shall have rents as specified in the Policy; and

(b) The limits described in clause (A) must be satisfied through February 1, 2054. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on July 1, 2029, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six (6) months together with written

evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of the Policy, this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with the Policy and Section 142(d) of the Internal Revenue Code). The City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

3.5 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes payable with respect to the Development Property and pursuant to the provisions of the Agreement until the Developer's obligations have been assumed by any other person with the written consent of the City pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any other State or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

(4) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will continue to make payments on the TIF Note but only to the extent that the Tax Increments relate to property taxes paid with respect to the market value of the Development Property not being challenged as part of the Tax Appeal and the City will withhold the Tax Increments related to property taxes paid with respect to the market value of the Development Property being challenged as part of the Tax Appeal, all as determined by the City in its reasonable discretion. The City will apply any withheld amount to the extent not reduced as a result of the

Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Tax Increments, as applicable, attributable to the disputed tax payments is finalized.

3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that, prior to the Termination Date of this Agreement, the Developer shall not transfer the Project or any part thereof or any interest therein, to any party other than the Construction Lender, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project, that are not subject to a non-disclosure or confidentiality agreement.

Notwithstanding the above, the Developer must provide the Collateral Assignment of Development Agreement to the City.

3.7 Additional City Financial Assistance. In order to assist the Developer in making the acquisition of the Development Property economically feasible, the City has agreed to provide additional financial assistance to the Developer in an amount not to exceed $142,485 (the "Land Reimbursement ").The City will pay the Land Reimbursement to the Developer from available City funds and tax increment generated by District No. 1.

ARTICLE 4

EVENTS OF DEFAULT

4.1 Events of Default Defined. Subject to the terms of the Collateral Assignment of Development Agreement, the following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments or other City charges with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement and the Development Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

4.2 Remedies on Default. Subject to the terms of the Collateral Assignment of Development Agreement, whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

4.6 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken

by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City. All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer and not of any member, manager, officer, agent, servant or employee of the Developer.

ARTICLE 5

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

5.1 The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

5.2 Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

5.3 Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of Developer to pursue any remedy in equity or either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2, or to make any further payments on the TIF Note.

ARTICLE 6

ADDITIONAL PROVISIONS

6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing facility, which may include approximately 4,500 square feet of commercial space, and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

6.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

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

6.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

Enclave Shoreview Rice Street, LLC
Attention: Josh Wilcox
300 23rd Ave. E., Suite #300
West Fargo, ND 58078

With a copy to:

Enclave Development, LLC
Attention: Legal Department
300 23rd Ave. E., Suite #300
West Fargo, ND 58078

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Shoreview, Minnesota
Attention: Community Development Director
4600 Victoria Street North
Shoreview, MN 55126

with a copy to:

Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

6.5 Counterparts. This Agreement and any related documents may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures using a certified e-signature via Adobe or DocuSign are acceptable for this Agreement and related documents will be accepted with the same effect as original ink-signed "hard copy" versions of such documents. Notwithstanding the foregoing, all documents which are to be recorded must be delivered by the signing party as fully executed and acknowledged (and, if required by applicable law, witnessed) "wet ink" originals.

6.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

6.7 Expiration. This Agreement shall expire on the Termination Date.

6.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

6.9 Assignment of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note and the Collateral Assignment of Development Agreement and shall not be unreasonably withheld, conditioned, or delayed.

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

CITY OF SHOREVIEW, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

This is a signature page to the TIF Development Agreement by and between the City of Shoreview, Minnesota and Enclave Shoreview Rice Street, LLC.

ENCLAVE SHOREVIEW RICE STREET, LLC

By: Enclave Manager, LLC,
Its Manager

_____

By: Austin J. Morris, Manager of Enclave Manager, LLC

This is a signature page to the TIF Development Agreement by and between the City of Shoreview, Minnesota and Enclave Shoreview Rice Street, LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Shoreview, Ramsey County, Minnesota with the following legal description:

Lot 1, Block 1, Enclave Shoreview, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

EXHIBIT B

FORM OF TIF NOTE

No. R-1 $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF SHOREVIEW

TAX INCREMENT REVENUE NOTE
(ENCLAVE APARTMENTS)

The City of Shoreview, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Enclave Shoreview Rice Street, LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $9,800,000 as provided in that certain TIF Development Agreement, dated as of May __, 2026, as the same may be amended from time to time (the "TIF Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of 6.75% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2028, and on each February 1 and August 1 thereafter to and including February 1, 2054, or, if the first should not be a Business Day (as defined in the TIF Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 100% of tax increments in years 2028 through 2035, 95% of tax increments in years 2036 through 2042, 90% of tax increments in years 2043 through 2047, and 80% of tax increments in years 2048 through 2053 (the "Tax Increments") from the Development Property (as defined in the TIF Development Agreement) within the City's Tax Increment Financing District No. 16 (the "Tax Increment District") within its Municipal Development District No. 2 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174

through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the TIF Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the TIF Development Agreement under Article V thereof, the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the TIF Development Agreement the City elects to cancel and rescind the TIF Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein. However, consent of the City is not required for an assignment of the Note to the construction lender for the Project (the “Construction Lender”), as further described in the TIF Development Agreement. The Developer must provide the collateral assignment of the TIF Development Agreement between the Developer, the Construction Lender, and the City to the City. Notwithstanding the foregoing, the parties agree that this Note is subject to the terms of any such collateral assignment of the TIF Development Agreement to the Construction Lender.

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

IN WITNESS WHEREOF, City of Shoreview, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Manager and has caused this Note to be dated as of _____, 20____.

_____ _____

City Manager Mayor

DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR LAND ACQUISITION, PROJECT COSTS, AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Enclave Shoreview Rice Street, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY MANAGER
Enclave Shoreview Rice Street, LLC 300 23rd Ave. E., Suite #300 West Fargo, ND 58078		

EXHIBIT C

SITE IMPROVEMENTS

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities and Utility Connection Fees
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking

EXHIBIT D

COMPLIANCE CERTIFICATE

The undersigned Enclave Shoreview Rice Street, LLC, does hereby certify that as of the date of this Certificate and for the previous six (6) months prior to the execution of this Certificate not less than 20% of the residential units in Enclave Shoreview Rice Street, LLC project located at _____ in Shoreview, Minnesota (the "Project") were occupied by individuals whose income is 50% or less of the Ramsey County median income.

Dated this ____ day of _____, 20___.

ENCLAVE SHOREVIEW RICE STREET, LLC

By _____
Its _____

[Attach income verification required by Section 3.4]

Development Program
for Municipal Development District No. 2

and the

Tax Increment Financing Plan
for the establishment of

Tax Increment Financing District No. 16
(a housing tax increment financing district)

City of Shoreview
Ramsey County
State of Minnesota

Public Hearing: July 15, 2024

Adopted: July 15, 2024

Amended: May 4, 2026

Table of Contents

Section 1 - Development Program for Municipal Development District No. 2

Foreword 4
Definitions 4
Subsection 1-1. Statement of Public Purpose 5
Subsection 1-2. Statutory Authority..... 6
Subsection 1-3. Statement of Objectives 6
Subsection 1-4. Estimated Public Costs and Supportive Data..... 7
Subsection 1-5. Environmental Controls 7
Subsection 1.6. Proposed Reuse of Property..... 8
Subsection 1-7. Administration and Maintenance of Development District..... 8
Subsection 1-8. Rehabilitation 8
Subsection 1-9. Relocation 9
Subsection 1-10. Boundary of Development..... 9
Map of Municipal Development District No. 2..... 10

Section 2 - Tax Increment Financing Plan for Tax Increment Financing District No. 16

Subsection 2-1. Foreword 11
Subsection 2-2. Statutory Authority..... 11
Subsection 2-3. Statement of Objectives 11
Subsection 2-4. Development Program Overview 11
Subsection 2-5. Description of Property in the District and Property To Be Acquired 12
Subsection 2-6. Classification of the District 12
Subsection 2-7. Duration and First Year of Tax Increment of the District 12
Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements 13
Subsection 2-9. Sources of Revenue/Bonds to be Issued 14
Subsection 2-10. Uses of Funds 14
Subsection 2-11. Fiscal Disparities Election..... 15
Subsection 2-12. Business Subsidies 16
Subsection 2-13. County Road Costs 17
Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions..... 17
Subsection 2-15. Supporting Documentation 18
Subsection 2-16. Definition of Tax Increment Revenues 19
Subsection 2-17. Modifications to the District 19
Subsection 2-18. Administrative Expenses..... 20
Subsection 2-19. Limitation of Increment 20
Subsection 2-20. Use of Tax Increment 21
Subsection 2-21. Excess Increments 22
Subsection 2-22. Requirements for Agreements with the Developer 22
Subsection 2-23. Assessment Agreements 23
Subsection 2-24. Administration of the District 23
Subsection 2-25. Annual Disclosure Requirements 23

Subsection 2-26. Reasonable Expectations 23
Subsection 2-27. Other Limitations on the Use of Tax Increment..... 23
Subsection 2-28. Summary..... 24

Appendix A
Project Description 25

Appendix B
Map of Tax Increment District No.16.....26

Appendix C
Description of Property to be Included in the District 27

Appendix D
Estimated Cash Flow for the District 28

Appendix E
Findings Including But/For Qualifications 30

Section 1 - Development Program for Municipal Development District No. 2

Foreword

The following text represents a Modification to the Development Program for Municipal Development District No. 2. This modification represents a continuation of the goals and objectives set forth in the Development Program for Municipal Development District No. 2. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 16. (As established July 15, 2024)

TIF District No.16 will provide gap financing assistance to develop a premier mixed-use community located on the City owned property known as Rice Street Crossing. This mixed-use proposal generally includes an approximately 295 unit, 4-story, apartment building and an approximately 4,500 sf commercial building with a total project estimated market value of $69,007,280.

Tax Increment will be used to assist with affordable housing other TIF eligible activities.

Definitions

The terms defined below shall, for purposes of the Development Program, have the meanings herein specified, unless the context otherwise specifically required:

"City" means the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota.

"Comprehensive Plan" means the documents which contain the objectives, policies, standards and programs to guide public and private land use, development, redevelopment and preservation for all lands and water within the City.

"Council" means the City Council of the City of Shoreview, also referred to as the governing body. (See "Governing Body" below).

"County" means the County of Ramsey, Minnesota.

"County Board" means the Board of Commissioners for Ramsey County.

"Development District Act" means the statutory provisions of Minnesota Statutes, Sections 469.124 to 469.133 as amended and supplemented.

"Development District" means Municipal Development District No. 2 in the City, which was created and established pursuant to and in accordance with the Development District Act, and is geographically described in Section 1, Subsection 10 of the Development Program.

"Development Program" means this Development Program for Municipal Development District No. 2, initially adopted by the Council on February 14, 1984, and as it shall be modified. As defined in Minnesota Statutes, Section 469.125, Subdivision 9, a development program is a statement of objectives of the City for

improvement of a development district which contains a complete statement as to the public facilities to be constructed within the district, the open space to be created, the environmental controls to be applied, the proposed reuse of private property and the proposed operations of the district after the capital improvements within the district have been completed.

"Governing Body" means the duly elected Council.

"Municipal Industrial Development Act" means the statutory provisions of Minnesota Statutes, Sections 469.152 to 469.1655, as amended.

"Municipality" means any city, however organized as defined in Minnesota Statutes, Section 469.125, Subdivision 2.

"Project Area" means the Development District as geographically described in Subsection 1, Subsection 10 of the Development Program.

"State" means the State of Minnesota.

"Tax Increment Bonds" means any general obligation or revenue tax increment bonds issued and to be issued by the City to finance the public costs associated with Municipal Development District No. 2, as stated in the Development Program and in the Tax Increment Financing Plans for the Tax Increment Financing Districts within Municipal Development District No. 2. The term "Tax Increment Bonds" shall also include any obligations issued to refund the Tax Increment Bonds.

"Tax Increment Financing District" means any tax increment financing district presently established or to be established in the future in Municipal Development District No. 2.

"Tax Increment Financing Act" means the statutory provisions of Minnesota Statutes, Sections 469.174 to 469.1794, inclusive, as amended.

SUBSECTION 1.1.

STATEMENT AND FINDING OF PUBLIC PURPOSE

The City Council (the "Council') of the City of Shoreview (the "City") determines that there is a need for development and redevelopment within the corporate limits of the City in the Development District to provide employment opportunities, to improve the tax base, maintain and renovate housing stock and to improve the general economy of the State. It is found that the area within the Development District is potentially more useful and valuable than is being realized under existing development, is less productive than is possible under this program and, therefore, is not contributing to the tax base to its full potential.

Therefore, the City has determined to exercise its authority to develop a modified program for improving Development District No. 2 of the City to provide impetus for private development, to maintain and increase employment, maintain and renovate housing stock, to utilize existing potential and to provide other facilities as are outlined in the Development Program adopted by the City.

The Council finds that the welfare of the City as well as the State of Minnesota requires active promotion, attraction, encouragement and development of economically sound industry, commerce and housing activities to carry out its stated public purpose objectives.

SUBSECTION 1.2.

STATUTORY AUTHORITY

The Council determines that it is desirable and in the public interest to modify, develop and administer a Development Program for Development District No. 2 (the "Development District") in the City to implement its Development District Plan, pursuant to the provisions of Sections 469.124 to 469.133, as amended, of Minnesota Statutes (the "Development District Act").

Funding of the necessary activities and improvements in the Development District shall be accomplished through tax increment financing in accordance with Minnesota Statutes, Sections 469.174 through 469.1794, inclusive (the "Tax Increment Act") and through the use of industrial revenue bonds pursuant to the provisions of Chapter 469.152 to 469.1655, as amended, of Minnesota Statutes (the "Municipal Industrial Development Act").

The City has designated the corporate limits (Modification No.4, 4/19/2010) of the City as Development District No. 2 as authorized by Minnesota Statutes, Section 469.126 of the Development District Act. Within the Development District, the City plans to undertake tax increment financing pursuant to Minnesota Statutes, Section 469.174, Subd. 10, 10(A), 11 and 12 of the Tax Increment Financing Act.

SUBSECTION 1.3.

STATEMENT OF OBJECTIVES

The Council determines that the modification of the Development District will provide the City with the ability to achieve certain public purpose goals not otherwise obtainable in the foreseeable future without City intervention in the normal development process. The public purpose goals include restore and improve the tax base and tax revenue generating capacity of the Development District; increase employment opportunities; realize comprehensive planning goals; remove blighted conditions; revitalize the property within the Development District to create an attractive, comfortable, convenient, and efficient area for industrial, residential, commercial, governmental, convention, and related uses.

The City and Council seek to achieve the following Development District program objectives:

1. Promote and secure the prompt development of certain property in the Development District, which property is not now in productive use or in its highest and best use, in a manner consistent with the City's Comprehensive Plan and with a minimum adverse impact on the environment, and thereby promote and secure the development of other land in the City.

2. Promote and secure additional employment opportunities within the Development District and the City for residents of the City and the surrounding area, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City.

3. Secure the increase of commercial property subject to taxation by the City, Independent School Districts, Ramsey County, and other taxing jurisdictions in order to better enable such entities to pay for governmental services and programs required to be provided by them.

4. Provide for the financing and construction of public improvements in and adjacent to the Development District, necessary for the orderly and beneficial development of the Development District and adjacent areas of the City.

5. Promote the concentration of commercial, office, and other appropriate development in the Development District so as to maintain the area in a manner compatible with its accessibility and prominence in the City.

6. Encourage local business expansion, improvement, and development, whenever possible.

7. Create a desirable and unique character within the Development District through quality land use alternatives and design quality in new and redeveloped buildings.

8. Encourage and provide maximum opportunity for private redevelopment of existing areas and structures which are compatible with the Development Program.

9. Specific objectives include:

    a. Acquire land or space which is vacant, unused, underused or inappropriately used for new or expanding uses as well as supportive parking.

    b. Encourage the renovation and expansion of existing businesses.

    c. Acquire property containing structurally substandard buildings and remove structurally substandard buildings for which rehabilitation is not feasible.

    d. Provide park improvements to compliment private development.

    e. Eliminate blighting influences which impede potential development.

    f. Acquisition of property to support park improvements and proposed development.

    g. Provide opportunities for market rate and affordable housing development.

    h. Fund and operate loan programs for housing improvement activities.

(Modification No.4, 4/19/2010)

SUBSECTION 1.4.

ESTIMATED PUBLIC COSTS AND SUPPORTIVE DATA

The estimated costs of the public improvements to be made within the Development District and financed by tax increments will be derived from the tax increment financing districts within Development District No. 2. (See Appendix "D" of Tax Increment Plan)

SUBSECTION 1.5.

ENVIRONMENTAL CONTROLS

The proposed development activities in the Development District do not present significant environmental concerns. All municipal actions, public improvements and private development shall be carried out in a manner consistent with existing environmental standards.

SUBSECTION 1.6.

PROPOSED REUSE OF PROPERTY

The public improvements needed to bring about the redevelopment of property may include acquisition of buildings, demolition and removal, site improvements, and general improvements. The estimated public improvement costs will be summarized in each of the applicable tax increment financing plans.

The Development Program does contemplate the acquisition of private property at such time as a private developer presents an economically feasible program for the reuse of that property. Proposals, in order to be considered, must be within the framework of the above cited goals and objectives, and must clearly demonstrate feasibility as a public program. Prior to formal consideration of the acquisition of any property, the City Council will require a binding contract, performance bond, and/or other evidence or guarantees that a supporting tax increment or other funds will be available to repay the public cost associated with the proposed acquisition. It shall be the intent of the City to negotiate the acquisition of property whenever necessary. Appropriate restrictions regarding the reuse and redevelopment of property shall be incorporated into any land sale contract or development agreement to which the City is a part.

SUBSECTION 1.7.

ADMINISTRATION AND MAINTENANCE OF DEVELOPMENT DISTRICT

Maintenance and operation of the public improvements will be the responsibility of the Manager of the City who shall serve as Administrator of the Development District. Each year the Administrator will submit to the Council the maintenance and operation budget for the following year.

The Administrator will administer the Development District pursuant to the provisions of Minnesota Statutes, Section 469.131 of the Development District Act; provided, however, that such powers may only be exercised at the direction of the Council. No action taken by the Administrator pursuant to the above mentioned powers shall be effective without authorization by the Council.

SUBSECTION 1.8.

REHABILITATION

Owners of properties within the Development District will be encouraged to rehabilitate their properties to conform with the applicable state and local codes and ordinances, as well as any design standards. Owners of properties who purchase property or receive assistance within the Development District from the City may be required to rehabilitate their properties as a condition of sale of land. The City will provide such rehabilitation assistance as may be available from federal, state or local sources.

SUBSECTION 1.9.

RELOCATION

The City accepts its responsibility for providing for relocation pursuant to Minnesota Statutes, Section 469.133 of the Development District Act, if applicable.

SUBSECTION 1.10.

BOUNDARY OF DEVELOPMENT DISTRICT
(Modification No. 4, 4/19/2010)

MDD #1 (Removed 5/9 /95)

MDD#2 (Modification No.4, 4/19/2010)

The boundary of MDD #2 will include **all** of the following **Sections**:

Sections 2, 3, 4, 11, 14, 23, 24, 25, 26, 35, 36

The boundary of MDD#2 will include **partial** of the following **Sections**:

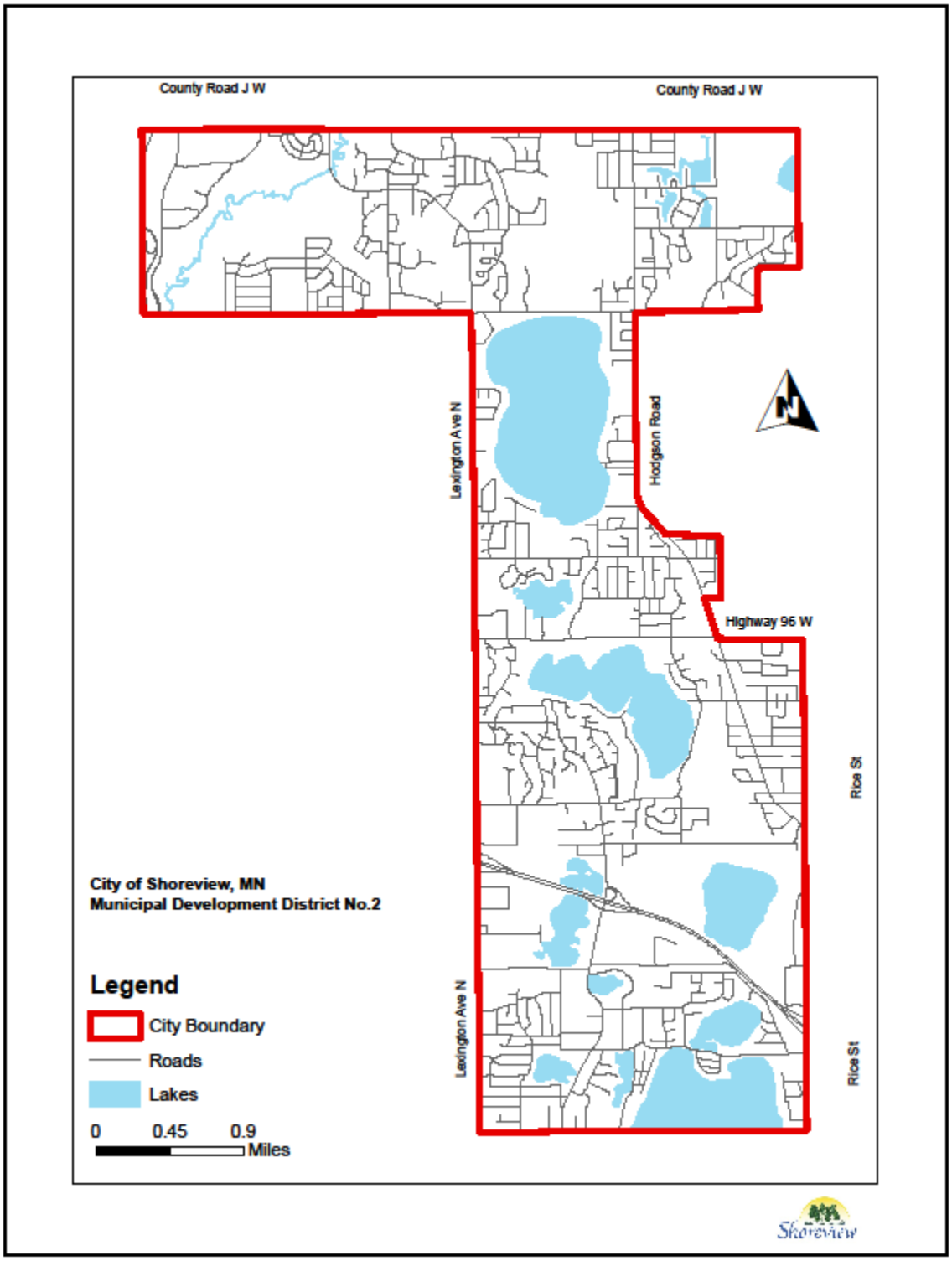
Section 1: Includes the portion containing the corporate limits of the City of Shoreview and excluding the portion of the Section residing in the corporate limits of the City of North Oaks.

Section 13: Includes the portion containing the corporate limits of the City of Shoreview and excluding the portion of the Section residing in the corporate limits of the City of North Oaks.

(AS MODIFIED July 15, 2024)

The boundaries of Municipal Development District No. 2 are not being changed as part of the modification to Municipal Development District No. 2

SEE MAP ON FOLLOWING PAGE


County Road J W
County Road J W
Lexington Ave N
Hodgson Road
Highway 96 W
Rice St
Lexington Ave N
Rice St
City of Shoreview, MN
Municipal Development District No.2
Legend
City Boundary
Roads
Lakes
0
0.45
0.9
Miles
Shoreview

Section 2 - Tax Increment Financing Plan

for Tax Increment Financing District No. 16 (Amended May 4, 2026)

Subsection 2-1. Foreword

The City of Shoreview (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 16 (the "District"), a Housing tax increment financing district, located in Municipal Development District No. 2.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 to 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794,* inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This plan constitutes the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Municipal Development District No. 2.

Subsection 2-3. Statement of Objectives

Tax Increment District No. 16 will provide gap financing assistance to develop a premier mixed-use community located on the City owned property known as Rice Street Crossing. This mixed-use proposal generally includes an approximately 295 unit, 4-story, apartment building and an approximately 4,500 sf commercial building with a total project estimated market value of $69,007,280.

Please see Appendix A for further District information. The City has not entered into an agreement at the time of preparation of this TIF Plan, but development is likely to occur in 2024. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Municipal Development District No. 2.

The activities, contemplated in the Modification to the Development Program and the TIF Plan, do not preclude the undertaking of other qualified development or Housing activities. These activities are anticipated to occur over the life of Municipal Development District No. 2 and the District.

Subsection 2-4. Development Program Overview

1. Property to be Acquired - Selected property located within the District may be acquired by the City and is further described in this TIF Plan.

2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property, adjacent and internal rights-of-way, and the external road system immediately serving the development site identified by the parcels listed in Appendix C of this TIF Plan. Please also see the map in Appendix B for further information on the location of the District.

Subsection 2-6. Classification of the District

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is a Housing district pursuant to *M.S., Section 469.174, Subd. 10(a)(1).*

In meeting the statutory criteria, the City relies on the following facts and findings:

- The District is a housing district consisting of 2 parcels
- The development will consist of approximately 295 units of multi-family rental housing
- 20% of the units will be occupied by person with incomes less than 50% of median income
- No more than 20 percent of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses.

Pursuant to M.S., Section 469.176, Subd. 7, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114 or Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Subsection 2-7. Duration and First Year of Tax Increment of the District

(Amended May 4, 2026)

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.,* the duration of the District will be 25 years after receipt of the first increment by the City. The City elects to receive the first increment in ~~2027~~ **2028 (amended May 4, 2026)**, which is no later than four years following the year of approval of the District. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after ~~2053~~ **2054 (amended May 4, 2026)**, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

(Amended May 4, 2026)

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2024 for taxes payable 2025.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year ~~2025~~ **2028 {Amended May 4, 2026}**) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured, and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2025, assuming the request for certification is made ~~**before**~~ **after June 30,** ~~**2025**~~ **2026 (Amended May 4, 2026).** The estimated ONTC and the P2025 Original Local Tax Rate for the District are not available at this time. The rates that appear in the table below are the most recent rates available for taxes payable in 2024.

Pursuant to *M.S., Section 469.174 Subd., and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Municipal Development District No. 2, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable ~~2026~~ **2028 (Amended May 4, 2026)**. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed (**in** ~~**2025**~~ **2028 {Amended May 4, 2026})**.

Project Estimated Tax Capacity upon Completion (PTC)	$874,458	
Original Estimated Net Tax Capacity (ONTC)	$50,962	
Estimated Captured Tax Capacity (CTC)	$823,496	
Fiscal Disparities Rate	**36.6495**	**Pay 2026 (amended May 4, 2026)**
Fiscal Disparities Reduction	**Option A -Outside Election**	
Original Local Tax Rate	**117.4961%**	**Pay 2026 (Amended May 4, 2026)**

Estimated Annual Tax Increment (CTC x Local Tax Rate)	~~$856,214~~ **967,575** **(Amended May 4, 2026)**
Percent Retained by the City	100%

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and has determined no building permits have been issued in the past 18 months, but none that should increase the original tax capacity.

Subsection 2-9. Sources of Revenue/Bonds to be Issued

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to incur bonded indebtedness or other indebtedness as a result of the TIF Plan. As presently proposed, the project within the District will be financed by a pay-as-you-go note. Any refunding amounts will be deemed a budgeted cost without a formal TIF plan Modification. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City. The City will issue bonds or incur other debt only upon determination that such action is in the best interest of the City.

The total estimated tax increment revenues for the District are expected to be approximately as shown in the table below:

SOURCES OF FUNDS	TOTAL
Tax Increment	$ 12,073,013
Interest	$ 15,201,857
TOTAL	**$ 27,274,870**

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of $10,826,595. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or inter fund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Subsection 2-10. Uses of Funds

Tax Increment District 16 will provide gap financing assistance to develop a premier mixed-use community located on the City owned property known as Rice Street Crossing. This mixed-use proposal generally includes an

approximately 295 unit, 4-story, apartment building and an approximately 4,500 sf commercial building with a total project estimated market value of $69,007,280.

The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described. The City has studied the feasibility of the development of property in and around the District. To facilitate the establishment and development of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES OF TAX INCREMENT FUNDS	**TOTAL**
Affordable Housing	$ 10,909,065
City Administration	$ 1,163,948
PROJECT COST TOTAL	$ 12,073,013
Interest	$ 15,201,857
PROJECT AND INTEREST COSTS TOTAL	**$ 27,274,870**

The total project cost, including financing costs (interest) listed in the table on the previous page does not exceed the total projected tax increments for the District as shown in Appendix D.

Estimated costs associated with the District are subject to change among the categories without a modification to this TIF Plan. The cost of all the activities to be considered of the tax increment financing will not exceed without formal modification, the budget above pursuant to the applicable statutory requirements. Pursuant to M.S., Section 469.1763, Subd. 2, no more than 25 percent of the tax increment paid by the property within the District will be spent on activities related to housing outside of the District but within the boundaries of Development District No. 2 (including administrative costs, which are considered to be spent outside of the District) subject to the limitations as described in the TIF Plan.

Subsection 2-11. Fiscal Disparities Election

For communities affected by the fiscal disparity provisions of Minnesota Statutes, Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the City elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. ***The City elects for the fiscal disparities election Option A (outside the district).***

Subsection 2-12. Business Subsidies

Pursuant to M.S., *Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

(1) A business subsidy of less than $150,000;
(2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
(3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
(4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3*;
(5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
(6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
(7) Assistance for housing;
(8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance sub-district as defined under *M.S., Section 469.174, Subd. 23*;
(9) Assistance for energy conservation;
(10) Tax reductions resulting from conformity with federal tax law;
(11) Workers' compensation and unemployment compensation;
(12) Benefits derived from regulation;
(13) Indirect benefits derived from assistance to educational institutions;
(14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
(15) Assistance for a collaboration between a Minnesota higher education institution and a business;
(16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;
(17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
(18) General changes in tax increment financing law and other general tax law changes of a principally technical nature.
(19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
(20) Funds from dock and wharf bonds issued by a seaway port authority;
(21) Business loans and loan guarantees of $150,000 or less; and
(22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration.

The City will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan falls under exemption (7).

Subsection 2-13. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the City within forty-five days of receipt of this TIF Plan. In the opinion of the City and consultants, the proposed development outlined in this TIF Plan will have little or no impact upon county roads, therefore the TIF Plan was not forwarded to the county 45 days prior to the public hearing. The City is aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the development contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is $0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE

	Pay 2024 Total Net Tax Capacity	**Estimated Captured Tax Capacity (CTC) Upon Completion**	**Percent of CTC to Entity Total**
Ramsey County	877,287,956	856,214	0.000975%
City of Shoreview	53,775,397	856,214	0.015922%
Roseville ISD No. 623 (4%)	107,565,229	856,214	0.007959%
Mounds View ISD No. 621(96%)	173,464,345	856,214	0.004935%

IMPACT ON TAX RATES

	Pay 2024 Extension Rates	**Percent of Total**	**CTC**	**Potential Taxes**
Ramsey County	.45455	41.05%	856,214	389,192
City of Shoreview	.31433	30.45%	856,214	269,133
Roseville ISD No. 623 (4%)	.250302	.77%	856.214	8,665
Mounds View ISD No. 621(965)	.16469	18.55%	856,214	135,369
Other (HRA, EDA, et.al)	.10616	9.17%	856,214	62,232
Total	**1.03973**	**100%**		**$864,591**

The estimates listed display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2024 rate. The total net capacity for the entities listed is based on proposed Pay 2024 figures.

Pursuant *to M.S. Section 469.175 Subd. 2(b)*:

(1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is $27,274,870.

(2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is not expected. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or require that the City expand its police force.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction and include fire protection equipment.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact traffic movements in the area. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are no additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute a credit with the Metropolitan Council for sanitary sewer (SAC) and water (WAC) connection fees.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. There may be some general obligation debt issued in relation to this project, however, the amount will be such that there will be no impact on the City's ability to issue future debt or on the City's debt limit.

(3) Estimated amount of tax increment attributable to school districts levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is $3,600,850.

(4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is $9,729,800.

(5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the TIF Plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-15. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the

findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the City's findings:

- **EDA Staff Reports**: 5/6/2024 ,6/3/2024, 6/24/2024,
- **2040 Comprehensive Plan - Chapter 6**
- **TIF Applications - District No. 16**

Subsection 2-16. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under M.S., Section 469.177;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the Authority with tax increments;
3. Principal and interest received on loans or other advances made by the Authority with tax increments;
4. Interest or other investment earnings on or from tax increments;
5. Repayments or return of tax increments made to the Authority under agreements for districts for which the request for certification was made after August 1, 1993; and
6. The market value homestead credit paid to the Authority under M.S., Section 273.1384.

Subsection 2-17. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e);*
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid or financed with tax increment from the District; or
6. Designation of additional property to be acquired by the City, shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S., Section 469.175 Subd. 4(f),* the geographic area of the District may be reduced following the date of certification of the original net tax capacity by the county auditor but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If an economic development district is enlarged, the reasons and supporting facts for the determination that the addition to the District meets the criteria of M.S., Section *469.174, Subd. 12*, must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2) (A) the current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those

parcel(s) in the District's original net tax capacity or (B) the City agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District.

The City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-18. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14*, administrative expenses means all expenditures of the City, other than:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District; or
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any authorized and documented administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25,* clause (1), from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual administrative expenses incurred in connection with the District and are not subject to the percentage limits of *M.S., Section 469.176, Subd. 3*. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to *M.S., Section 469. 177, Subd. 11*, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the City and the County Treasurer shall pay the amount deducted to the State Treasurer for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial

reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-19. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to *M.S., Section 469.176, Subd. 6*:

> *if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.*

The City or a property owner must improve parcels within the District by approximately July 2023 and report such actions to the County Auditor.

Subsection 2-20. Use of Tax Increment

The City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay the capital and administration costs of Municipal Development District No. 2 pursuant to *M.S., Sections 469.124 to 469.133*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4;*

5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the City or for the benefit of Municipal Development District No. 2 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant *to M.S., Chapter 462C. M.S., Sections 469.152 through 469.165, and/or M.S., Sections 469.178*; and
7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant *to M.S., Chapter 462C, M.S., Sections 469.152 through 469.165, and/or M.S., Sections 469.178.*

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4*.

Tax increments generated in the District will be paid by Ramsey County to the City for the Tax Increment Fund of said District. The City will pay to the developer(s) annually an amount not to exceed an amount as specified in a developer's agreement to reimburse the costs of land acquisition, public improvements, demolition and relocation, site preparation, and administration. Remaining increment funds will be used for City administration, pooling option, the Business Retention and Expansion Fund (up to 20%), and the costs of public improvement activities outside the District.

Subsection 2-21. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2*, shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates. The City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Municipal Development District No. 2 or the District.

Subsection 2-22. Requirements for Agreements with the Developer

The City will review any proposal for private development to determine its conformance with the Development Program and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any other drawings or narrative deemed necessary by the City to demonstrate the conformance of the development with City plans and ordinances. The City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5*, no more than 25 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the City as a result of acquisition with the proceeds of bonds issued pursuant to M.S., Section 469.178 to which tax increments from property acquired is

pledged, unless prior to acquisition in excess of 25 percent of the acreage, the City concluded an agreement for the development of the property acquired and which provides recourse for the City should the development not be completed.

Subsection 2-23. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8*, the City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

Subsection 2-24. Administration of the District

Administration of the District will be handled by the City Manager.

Subsection 2-25. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subds. 5, 6, and 6b* the City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15.

If the City fails to make a disclosure or submit a report containing the information required *by M.S., Section 469.175 Subd. 5 and Subd. 6*, the OSA will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-26. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. In making said determination, reliance has been placed upon written representation made by the developer to such effects and upon City staff awareness of the feasibility of developing the project site(s) within the District. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cash flow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-27. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF Plan. The revenues shall be used to finance, or otherwise pay the capital and administration costs of Municipal Development District No. 2 pursuant to *M.S., Sections 469.124 to 469.133*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.

2. Pooling Limitations. At least 75 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 25 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.

3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 75 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3,* has been satisfied; and beginning with the sixth year following certification of the District, 75 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

Subsection 2-27. Summary

Tax Increment District No. 16 will provide gap financing assistance to develop a premier mixed-use community located on the City owned property known as Rice Street Crossing. This mixed-use proposal generally includes an approximately 295 unit, 4-story, apartment building and an approximately 4,500 sf commercial building with a total project estimated market value of $69,007,280.

The TIF Plan for the District was prepared by Kirstin Chatfield, Development Consultant, 13235 Flora Street NW, Minneapolis MN 55448, telephone 651-238-4440. Reviewed by Mary Ippel, Taft Law, 2200 IDS Center, 80 South 8th Street, Minneapolis, MN 55402, 612-977-8122.

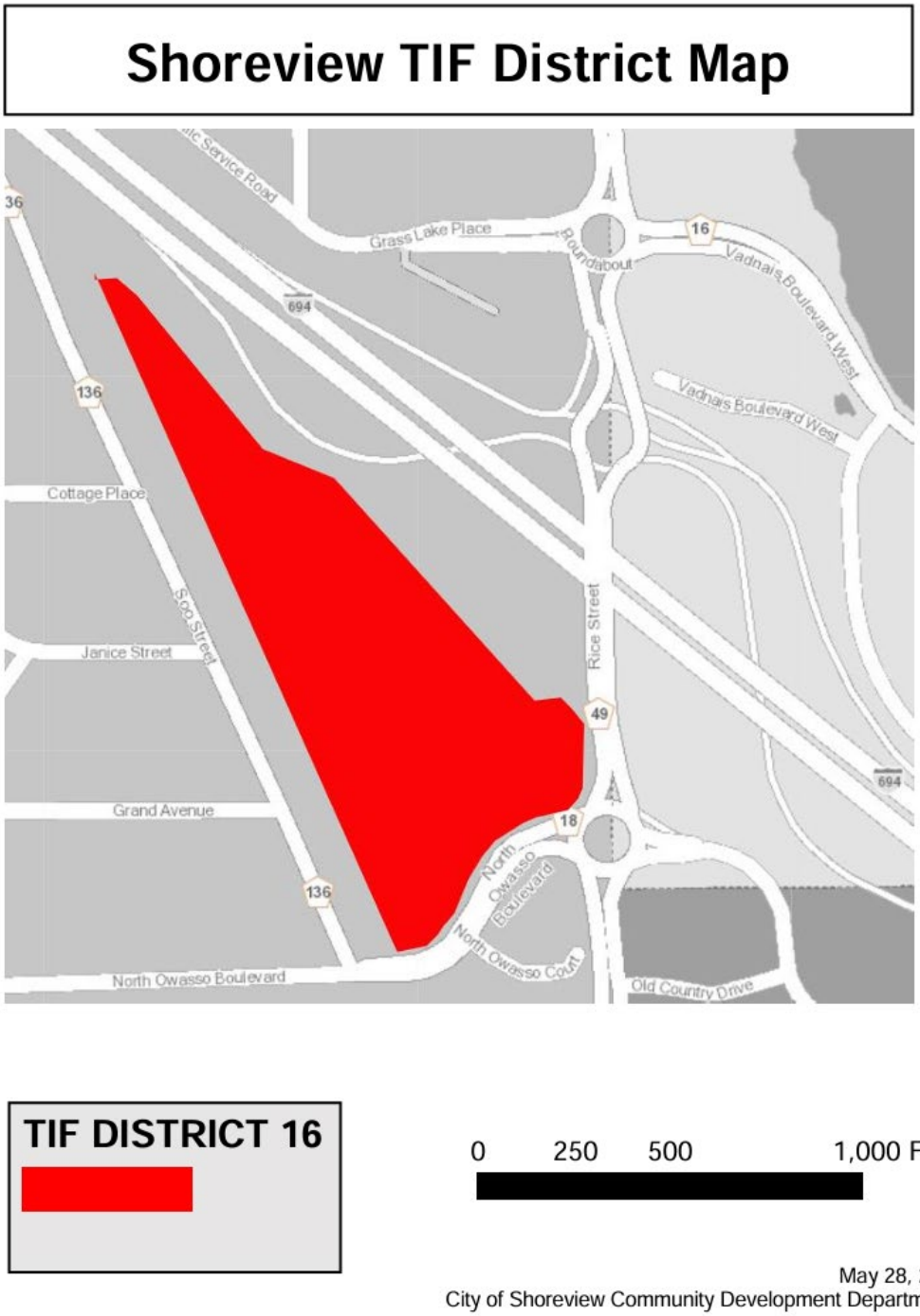
Appendix A

Project Description

Tax Increment District No. 16 will provide gap financing assistance to develop a premier mixed-use community located on the City owned property known as Rice Street Crossing. This mixed-use proposal generally includes an approximately 295 unit, 4-story, apartment building and an approximately 4,500 sf commercial building with a total project estimated market value of $69,007,280.

Appendix B

Located at Interstate 694 and Rice Street



Appendix C

Description of Property to be Included in the District

The District encompasses the following portions of property and adjacent rights-of-way and abutting roadways identified by the parcel listed below.

PARCEL NUMBERS	Legal Description
363023140044	TBD
363023410002	To be combined with the above

Appendix D

Assumptions and Rates					
District Type	**Housing**		Fiscal Disparities Ratio	37.3915%	
Inflation Rate - Every _ Years	1.50%		Fiscal Disparities Metro Wide Tax Rate	123.03%	
Interest Rate:	6.75%		Local Tax Rate - Current	103.9731%	
Note Issued Date (Present Value Date):	**01-Aug-24**		State Wide Property Tax Rate (Used for total taxes)	29.29%	
Local Tax Rate - Frozen	103.9731%	**Pay 2024**	Market Value Tax Rate (used for total taxes)	0.24480%	
Fiscal Disparities Election (A - outside or B inside)	**A**				
Year District was certified	**Pay 2025**		Commercial Industrial Class Rate(preferred)	1.5%-2.0%	
Assumes First Tax Increment For District	2027		First 150,000	1.50%	
Years of Tax Increment	25		Over 150,000	2.00%	
Assumes Last Year of Tax Increment	2053		Commerical Industrial Class Rate (C/I)	2.00%	
			Rental Class Rate	1.25%	**Pay 2024**
			Residential Class Rate - Under $500,000	1.00%	
			Over $500,000	1.25%	

Base Value Information (original tax capacity)

PID		Land Market Value	Building Market Value	Percentage of value used for District	Total Original Market Value*	Tax Year Original Market Value	Property Tax Class Rate	Original Tax Capacity	Tax Rate After Conversion	After Conversion Orig. Tax Rate
363023140044	Vacant Land	1,500,000		100%	1,500,000	2024	public	15,000	Rental	18,750
363023140044	Vacant Land	1,500,000		100%	1,500,000	2024	public	15,000	Rental	18,750
363023140044	Vacant Land	673,100		100%	673,100	2024	public	6,731	Preferred C/I	13,462
			-		**3,673,100**			**36,731**		**50,962**

*Estimated per parcel - actual valuation to be finalized

PROJECT INFORMATION

Use	Land Value	Building Value	Total Estimated Market Value	Property Tax Class Rate	Project Tax Capacity	Percent Completed 2025	Percent Completed 2026	First Year Full Taxes Payable
Apts Phase 1 - 175 units	2,000,000	37,625,000	39,625,000	Rental	495,313	65%	100%	2026
Apts Phase 2 -120	2,000,000	25,800,000	27,800,000	Rental	347,500	65%	100%	2027
Commerical Shell	892,280	690,000	1,582,280	Comm/Ind	31,646	65%	100%	2027
TOTAL	**4,892,280**	**64,115,000**	**69,007,280**		**874,458**			

TAX CALCULATIONS

New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	Statewide Property Taxes	Market Value Taxes	Total Taxes	Number of units/ sq.ft.	Taxes per unit/sq.ft.
Apts Phase 1	495,313	0	495,313	514,992	0	0	97,002	611,994	175	3,497
Apts Phase 2	347,500	0	347,500	361,306	0	0	68,055	429,361	120	3,578
Commercial Shell	31,646	11,833	19,813	20,600	14,557	9,270	3,873	48,301	4,500	10.73
TOTAL	**874,458**	**11,833**	**862,625**	**896,898**	**14,557**	**9,270**	**168,931**	**1,089,656**		

TAX INCREMENT CASH FLOW									
Project Tax Capacity	Original Tax Capacity	Captured Tax Capacity	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10.00%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.
874,458	50,962	823,496	856,214	428,107	1,541	42,657	383,909	371,375	0.5
				428,107	1,541	42,657	383,909	730,626	1.0
887,575	50,962	836,613	869,852	434,926	1,566	43,336	390,024	1,083,683	1.5
				434,926	1,566	43,336	390,024	1,425,214	2.0
900,889	50,962	849,927	883,695	441,847	1,591	44,026	396,231	1,760,851	2.5
				441,847	1,591	44,026	396,231	2,085,531	3.0
914,402	50,962	863,440	897,745	448,872	1,616	44,726	402,531	2,404,605	3.5
				448,872	1,616	44,726	402,531	2,713,261	4.0
928,118	50,962	877,156	912,006	456,003	1,642	45,436	408,925	3,016,583	4.5
				456,003	1,642	45,436	408,925	3,310,002	5.0
942,040	50,962	891,078	926,481	463,240	1,668	46,157	415,415	3,598,347	5.5
				463,240	1,668	46,157	415,415	3,877,278	6.0
956,170	50,962	905,208	941,173	470,586	1,694	46,889	422,003	4,151,381	6.5
				470,586	1,694	46,889	422,003	4,416,535	7.0
970,513	50,962	919,551	956,085	478,043	1,721	47,632	428,689	4,677,096	7.5
				478,043	1,721	47,632	428,689	4,929,150	8.0
985,071	50,962	934,109	971,221	485,611	1,748	48,386	435,476	5,176,836	8.5
				485,611	1,748	48,386	435,476	5,416,435	9.0
999,847	50,962	948,885	986,584	493,292	1,776	49,152	442,365	5,651,878	9.5
				493,292	1,776	49,152	442,365	5,879,634	10.0
1,014,844	50,962	963,882	1,002,178	501,089	1,804	49,929	449,357	6,103,436	10.5
				501,089	1,804	49,929	449,357	6,319,932	11.0
1,030,067	50,962	979,105	1,018,005	509,003	1,832	50,717	456,453	6,532,667	11.5
				509,003	1,832	50,717	456,453	6,738,457	12.0
1,045,518	50,962	994,556	1,034,070	517,035	1,861	51,517	463,656	6,940,670	12.5
				517,035	1,861	51,517	463,656	7,136,280	13.0
1,061,201	50,962	1,010,239	1,050,376	525,188	1,891	52,330	470,968	7,328,489	13.5
				525,188	1,891	52,330	470,968	7,514,422	14.0
1,077,119	50,962	1,026,157	1,066,927	533,463	1,920	53,154	478,389	7,697,118	14.5
				533,463	1,920	53,154	478,389	7,873,850	15.0
1,093,276	50,962	1,042,314	1,083,725	541,863	1,951	53,991	485,921	8,047,504	15.5
				541,863	1,951	53,991	485,921	8,215,488	16.0
1,109,675	50,962	1,058,713	1,100,776	550,388	1,981	54,841	493,566	8,380,545	16.5
				550,388	1,981	54,841	493,566	8,540,213	17.0
1,126,320	50,962	1,075,358	1,118,082	559,041	2,013	55,703	501,326	8,697,096	17.5
				559,041	2,013	55,703	501,326	8,848,857	18.0
1,143,215	50,962	1,092,253	1,135,648	567,824	2,044	56,578	509,202	8,997,970	18.5
				567,824	2,044	56,578	509,202	9,142,215	19.0
1,160,363	50,962	1,109,401	1,153,478	576,739	2,076	57,466	517,196	9,283,941	19.5
				576,739	2,076	57,466	517,196	9,421,041	20.0
1,177,768	50,962	1,126,806	1,171,575	585,787	2,109	58,368	525,311	9,555,744	20.5
				585,787	2,109	58,368	525,311	9,686,050	21.0
1,195,435	50,962	1,144,473	1,189,943	594,972	2,142	59,283	533,547	9,814,078	21.5
				594,972	2,142	59,283	533,547	9,937,926	22.0
1,213,366	50,962	1,162,404	1,208,587	604,294	2,175	60,212	541,906	10,059,608	22.5
				604,294	2,175	60,212	541,906	10,177,317	23.0
1,231,567	50,962	1,180,605	1,227,511	613,755	2,210	61,155	550,391	10,292,966	23.5
				613,755	2,210	61,155	550,391	10,404,840	24.0
1,250,040	50,962	1,199,078	1,246,718	623,359	2,244	62,112	559,004	10,514,754	24.5
				623,359	2,244	62,112	559,004	10,621,080	25.0
1,268,791	50,962	1,217,829	1,266,214	633,107	2,279	63,083	567,745	10,725,543	25.5
				633,107	2,279	63,083	567,745	10,826,595	26.0
Totals				**27,274,870**	**98,190**	**2,717,668**	**24,459,012**		
Present Value Date 8-1-24 Present Value Rate 6.75%				**12,073,013**	**42,054**	**1,163,948**	**10,826,595**		

Appendix E

Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that Tax Increment Financing District No. 16 is a housing district as defined in M.S., Section 469.174, Subd. 11.* Tax Increment Financing District No. 16 consists of 1 parcel. The development will consist of the construction of a 195-unit rental apartment project in the City, all or a portion of which will receive tax increment assistance and will meet income restrictions described in M.S. 469.1761. 20 percent of the units receiving assistance will have incomes at or below 50 percent of area median income.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 16 permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is justified on the grounds that the cost of land acquisition, site and public improvements, utilities and construction of affordable housing add to the total development cost. Historically, the costs of site and public improvements as well as reduced rents required for affordable housing in the City have made development infeasible without tax increment assistance. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

   The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of demolition, remediation and site improvements add to the cost of the development. The City reasonably determines that no other development of similar scope is anticipated on this site without similar assistance being provided to the development given the site configuration, demolition of the functionally obsolete structure, remediation needs, and parking considerations.

   a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

   b. If the proposed development occurs, the total increase in market value will be $65,334,180 (see Appendix D and E of the TIF Plan)

   c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $11,990,543(see Appendix D of the TIF Plan).

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $ 53,343,637(the amount in clause b less the amount in clause c) without tax increment assistance.

But-For Analysis	
Current Market Value	3,673,100
New Market Value - Estimate	69,007,280
Difference	65,334,180
Present Value of Tax Increment	11,990,543
Difference	53,343,637
Value Likely to Occur without TIF is less than	**$** 53,343,637

3. *Finding that the TIF Plan for Tax Increment Financing District No. 16 conforms to the general plan for the development of the municipality as a whole*.

The TIF Plan conforms to the general development plan of the City and is compliant with The City's Comprehensive Plan.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 16 will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Municipal Development District No. 2 by private enterprise*.

Through the implementation of the TIF Plan, the City will provide an impetus for residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing within the City.

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE (this "Agreement") is made and entered into as of the ___ day of May, 2026, by and among the CITY OF SHOREVIEW, MINNESOTA, a public body corporate and politic organized under the laws of the State of Minnesota (the "City"), ENCLAVE SHOREVIEW RICE STREET, LLC, a Delaware limited liability company (the "Developer"), and PROTECTIVE LIFE INSURANCE COMPANY, a Nebraska corporation, its successors and/or assigns (the "Lender").

W I T N E S S E T H:

WHEREAS, the City and the Developer entered into that certain TIF Development Agreement dated as of May _), 2026 (the "Development Agreement"), concerning the construction of an approximately 293 unit, 4-story apartment building, containing a minimum of seven (7) three (3) or four (4) bedroom units, with approximately 4,500 square feet of commercial space (as further described in the Development Agreement), on property described on Exhibit A attached hereto and hereby made a part hereof (the "Project"); and

WHEREAS, pursuant to the Development Agreement, and provided the Developer is in compliance with the requirements contained in the Development Agreement, the City shall execute that certain Taxable Tax Increment Revenue Note, in a maximum principal amount of $9,800,000, the form of which is attached as Exhibit B to the Development Agreement (the "TIF Note"); and

WHEREAS, the Lender intends to make a loan to the Developer to be evidenced by, among other things, a Promissory Note (the "Lender Note") in the original principal amount of $67,915,000 (the "Loan"), to finance, in part, the development of the Project; and

WHEREAS, the Lender has required, as a condition to the making of the Loan, that (a) the Developer assign all of its rights under the Development Agreement and the TIF Note to the Lender to secure the obligations of the Developer to the Lender under the Lender Note (the Lender Note and all documents executed in connection therewith are collectively referred to as the "Loan Documents"), and (b) the City agrees to certain other matters, all as more fully contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Developer hereby assigns to the Lender all of its right, title and interest under the Development Agreement and the TIF Note, including, without limitation, the right to receive payments under the TIF Note, to secure the Developer's obligations under the Loan Documents. The Developer shall execute and deliver to the Lender an endorsement to the TIF Note, all to be held by the Lender pursuant to the terms of this Agreement.

2. TIF Note. To perfect the Lender's security interest in the TIF Note, at such time as the City issues the TIF Note, the City shall issue the TIF Note in the name of the Developer, accept the endorsement of the TIF Note from the Developer to the Lender, and deliver the TIF Note directly to the Lender. Notwithstanding anything in this Agreement to the contrary, including the endorsement of the TIF Note to the Lender, so long as the City has not received written notice from Lender of the occurrence and continuance of an Event of Default (as that term is defined in the Lender Note or associated loan documents), the City shall make all payments under the TIF Note directly to the Developer. The Developer authorizes and directs the City to make all payments under the TIF Note directly to the Lender upon written notice from the Lender to the City and the Developer of the occurrence and continuance of an Event of Default.

3. Representations and Warranties of Developer. The Developer hereby represents and warrants that there have been no prior assignments of the Development Agreement or the TIF Note, that the Development Agreement is and the TIF Note will be, to the best of the Developer's knowledge, valid and enforceable agreements and that neither the City nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. Other than as set forth in this Agreement, the Developer agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement or the TIF Note as long as this Agreement is in effect.

4. Present Assignment. This Agreement shall constitute a perfected, absolute and present assignment, provided that the Lender shall have no right under this Agreement to enforce the provisions of the Development Agreement or the TIF Note or exercise any of its rights or remedies under this Agreement until an Event of Default (as that term is defined in the Lender Note or associated loan documents) shall occur and be continuing and Lender has provided written notice to the City and the Developer of such Event of Default. This Agreement shall terminate upon satisfaction in full of the Developer's obligations under the Lender Note, and upon such termination (i) all rights granted hereunder shall terminate and the rights and benefits of the Developer assigned hereby shall automatically be re-assigned from the Lender to the Developer, and (ii) the Lender shall endorse and deliver the original TIF Note to the Developer.

5. Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Agreement in any manner permitted by law and, in addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Developer of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least thirty (30) days prior to the intended disposition or other action.

6. Representations and Warranties of the City. The City hereby consents and agrees to the terms and conditions of this Agreement. The City has not declared an event of default under the Development Agreement.

7. No Assumption. The City acknowledges that the Lender is not a party to the Development Agreement and by executing this Agreement does not become a party to the Development Agreement, and specifically does not assume and shall not be bound by any obligations of the Developer to the City under the Development Agreement, unless and until the Lender assumes the obligations of the Developer under the Development Agreement pursuant to Section 5 hereof.

8. Default Under Development Agreement. Notwithstanding anything to the contrary in the Development Agreement, the City will not declare an event of default under the Development Agreement unless Lender receives written notice from the City of the City's intent to declare an event of default under the Development Agreement after which Lender shall have thirty (30) days to cure said event of default; provided, however, that the City's obligations under the Development Agreement, and in any event, City's obligation to make payments under the TIF Note is conditioned upon performance by the Developer or the Lender or their successors of all of the Developer's obligations under the Development Agreement to the extent provided in the Development Agreement.

9. Amendments. The City and the Developer agree that no change or amendment shall be made to the terms of the Development Agreement or the TIF Note without the prior written consent of the Lender.

10. Waiver. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in writing signed by the parties hereto. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

11. Headings. The descriptive headings for the several sections of this Agreement are inserted for convenience only and not to confine or limit any of the terms or provisions hereof.

12. Addresses for Notice. Any notice from, request, demand or communication hereunder shall be deemed fully given if delivered or served by depositing the same with the United States Postal Service, postage prepaid, certified or registered, addressed to the parties as set forth below:

If to the City: City of Shoreview, Minnesota
4600 Victoria Street North
Shoreview, Minnesota 55126-5817
Attention: City Manager

If to the Developer: Enclave Shoreview Rice Street, LLC

300 23rd Ave. E., Suite #300
West Fargo, ND 58078
Attention: Josh Wilcox

If to the Lender: Protective Life Insurance Company
2801 Highway 280 South
Birmingham, AL 35223
Attention: Mortgage Loan Legal Department

13. Transfer of Title to Lender. The City agrees that in the event the Lender, a transferee of the Lender or a purchaser at foreclosure sale acquires title to the Project pursuant to a foreclosure sale or a deed in lieu thereof, then the Lender, transferee or purchaser shall be entitled to all rights conferred upon the Developer under the Development Agreement, as long as no condition of default exists and remains uncured beyond any applicable cure periods in the obligations of the Developer under the Development Agreement.

14. Successors. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Severability. The enforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

16. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE]

CITY OF SHOREVIEW, MINNESOTA

By: _____
Name: _____
Its: Mayor

By: _____
Name: _____
Its: City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the Mayor of and for the City of Shoreview, Minnesota, a public body corporate and politic organized under the laws of the State of Minnesota, for and on behalf of said public body.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the City Manager of and for the City of Shoreview, Minnesota, a public body corporate and politic organized under the laws of the State of Minnesota, for and on behalf of said public body.

_____
Notary Public

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE]

ENCLAVE SHOREVIEW RICE STREET, LLC,
a Delaware limited liability company

By: Enclave Manager, LLC
Its: Manager

_____
By: Austin J. Morris, Manager of Enclave Manager, LLC

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Austin J. Morris, the Manager of Enclave Manager, LLC, a North Dakota limited liability company, the Manager of Enclave Shoreview Rice Street, LLC, a Delaware limited liability company, for and on behalf of said limited liability company.

_____
Notary Public

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF DEVELOPMENT ASSIGNMENT AND TIF NOTE]

PROTECTIVE LIFE INSURANCE COMPANY

By:_____
Name:_____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, a _____ of Protective Life Insurance Company, for and on behalf of said company.

_____
Notary Public

EXHIBIT A

(Legal Description)

Lot 1, Block 1, Enclave Shoreview, according to the recorded plat thereof, County of Ramsey, State of Minnesota.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (this "Assignment") is entered into as of May [12], 2026 (the "Assignment Date"), by and between Enclave Development, LLC, a North Dakota limited liability company ("Assignor"), and Enclave Shoreview Rice Street, LLC, a Delaware limited liability company ("Enclave Shoreview"), The Jon M. Schoenwetter Trust dated [_____] (the "JMS Trust"), and The Anne L. Schoenwetter Trust dated [_____] (the "ALS Trust"; Enclave Shoreview, the JMS Trust, and the ALS Trust, as tenants-in-common, are collectively referred to as the "Assignee").

RECITALS

A. Assignor and the City of Shoreview, a municipal corporation under the laws of the State of Minnesota ("Seller"), are parties to a certain Purchase Agreement made effective as of May 6, 2024, as amended by that certain First Amendment to Purchase Agreement dated December 17, 2024, as amended by that certain Second Amendment to Purchase Agreement dated March 10, 2025, as amended by that certain Third Amendment to Purchase Agreement dated June 2, 2025, as amended by that certain Fourth Amendment to Purchase Agreement dated August 5, 2025, as amended by that certain Fifth Amendment to Purchase Agreement dated August 18, 2025, as amended by that certain Sixth Amendment to Purchase Agreement dated November 4, 2025, as amended by that certain Seventh Amendment to Purchase Agreement dated December 1, 2025, as amended by that certain Eighth Amendment to Purchase Agreement dated January 20, 2026, and as amended by that certain Ninth Amendment to Purchase Agreement dated March 16, 2026 (as amended hereby, the "Purchase Agreement"), for the purchase and sale of the Real Estate described therein located in Shoreview, Minnesota.

B. Assignor desires to transfer all of its right, title, and interest in the Purchase Agreement to Assignee, and Assignee desires to assume all of Assignor's rights, duties, and obligations under the Purchase Agreement; provided, however, that (i) pursuant to Section 16 of the Purchase Agreement, Assignor may assign the Purchase Agreement to one or more affiliated entities that directly or indirectly, through one or more intermediaries, control, or are controlled by, or are under common control with Assignor (each such entity, an "Affiliate"), without the written consent of Seller, prior to closing; (ii) Enclave Shoreview is an Affiliate of Assignor, and neither the JMS Trust nor the ALS Trust are Affiliates of Assignor; and, therefore, (iii) Assignor requests Seller's consent to this Assignment.

AGREEMENT

Accordingly, in consideration of the foregoing recitals and the following mutual agreements for other value received, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor transfers and assigns all right, title and interest held by Assignor in and to the Purchase Agreement, including without limitation, with respect to all Earnest Money (as defined in the Purchase Agreement) deposited by Assignor pursuant thereto, to Assignee, and Assignee accepts such assignment and assumes all rights, duties and obligations of Assignor under the Purchase Agreement. Assignor shall indemnify, defend and hold Assignee harmless from and against all breaches under the Purchase Agreement occurring

prior to the Assignment Date. Assignee shall indemnify, defend and hold Assignor harmless from and against all breaches under the Purchase Agreement occurring on or after the Assignment Date.

2. Indemnification. Assignor shall indemnify, defend and hold Assignee harmless from and against all breaches under the Purchase Agreement occurring prior to the date hereof. Assignee shall indemnify, defend and hold Assignor harmless from and against all breaches under the Purchase Agreement occurring on or after the date hereof.

3. Seller Consent. In accordance with Section 16 of the Purchase Agreement, Assignor requests Seller's consent to this Assignment by Seller's execution of the attached Seller's Consent.

4. Counterparts. This Assignment may be signed in any number of counterparts, all of which when taken together shall constitute one complete instrument. A facsimile, email or .pdf copy of a party's signature shall be deemed a party's original signature and shall bind such party as if it were the party's original signature.

5. Governing Law. This Assignment and the performance hereof shall be construed and interpreted in accordance with the internal laws of the State of Minnesota.

6. Binding Agreement. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

[Signature page to follow]

SIGNATURE PAGE
TO
ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

ENCLAVE DEVELOPMENT, LLC,
a North Dakota limited liability company

By: _____
Austin J. Morris, Manager

ASSIGNEE:

ENCLAVE SHOREVIEW RICE STREET, LLC, a Delaware limited liability company

By: Enclave Manager, LLC,
a North Dakota limited liability company
Its: Manager

_____
By: Austin J. Morris
Its: Manager

_____
[_____], as [Co-]Trustee of
THE JON M. SCHOENWETTER TRUST
dated [_____]

_____
[_____], as [Co-]Trustee of
THE ANNE L. SCHOENWETTER TRUST
dated [_____]

SELLER'S CONSENT TO
THE ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

The undersigned Seller hereby expressly acknowledges and consents to the foregoing Assignment in accordance with Section 16 of the Purchase Agreement as of the day and year first written above.

SELLER:

CITY OF SHOREVIEW,
a municipal corporation under the laws of the state of Minnesota

By:_____
Name:
Its:

ENCLAVE

A. 1660 S Hwy 100, Suite 530, St. Louis Park, MN 55416 **W.** enclavecompanies.com

April 29th, 2026

Tom Simonson, Community Development Director
Members of the City Council

City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

RE: RICE STREET CROSSING DEVELOPMENT

Mr. Simonson and Members of the City Council:

Purpose of this correspondence:

- Submit request for approval of Assignment of Purchase Agreement
- Provide overview of tenant-in-common (TIC) acquisition structure

Assignment of Purchase Agreement Request
The draft Assignment of Purchase Agreement assigns Enclave Development, LLC's interest in the Purchase Agreement to (i) Enclave Shoreview Rice Street, LLC and (ii) two non-affiliated investor trusts. Our proposal is for these entities to acquire the land from the City of Shoreview as tenants in common. The reason for this approach is that the trusts were interested in investing in this project and wanted to do so via 1031 exchanges. Facilitating the 1031 exchanges via the tenant-in-common (TIC) structure allows us to get their equity into the project.

We will collapse the TIC structure prior to the construction finance closing and execution of the TIF Development Agreement and Site PUD Agreement, which we anticipate to occur approximately one week after the land closing. To collapse the TIC structure, the trusts will contribute their respective interests in the land to Enclave Shoreview Rice Street, LLC in exchange for membership interests in that entity. The end result is that Enclave Shoreview Rice Street, LLC is the sole fee title owner of the land and the sole borrower.

Section 16 Approval Request
Please note that the trusts are not affiliated with Enclave and will need your approval pursuant to Section 16 of the Purchase Agreement. Our request is to add this approval to the City Council agenda on May 4th to allow us to close on or before our May 15th deadline.

We remain excited to close this project and to commence construction. We recognize and sincerely appreciate the ongoing and transparent partnership with the City of Shoreview. Your consideration is appreciated.

Respectfully,



Luke Sturm

ENCLAVE

Memorandum

TO: City Council

FROM: Krista Billerbeck , Natural resources manager

DATE: May 4, 2026

SUBJECT: Nuisance abatement - Required tree removals

ITEM NUMBER: 10.a

SECTION: GENERAL BUSINESS

REQUESTED MOTION

To adopt Resolutions 26-30 through 26-43, approving the abatement of untreated ash trees and other dead trees on private property that may impact the right of way at the following properties:

1684 Hillview Rd	5993 Grotto St N
1698 Hillview Rd	505 Doris Ave
1550 Lois Dr	5664 Erik Ln
5828 Hamline Ave N	291 Oakwood Dr
5942 Birchwood St	5464 Carlson Rd
5598 Park Place Dr	4620 Milton St
715 Emil Ave	4989 Turtle Ln W

INTRODUCTION

The city council is being asked to order an abatement of the public nuisances of untreated ash trees and other dead trees on 14 properties. The council has the authority to declare and abate nuisances on private property that do not comply with city regulations. Location maps of the properties along with pictures of the trees are attached at the end of the report.

DISCUSSION

As discussed at the council workshop on July 21, 2025, the city required the removal of untreated ash trees and other dead trees from private property in a portion of the city in 2026. In accordance with City Code Section 22-2, trees with plant pests, such as emerald ash borer (EAB), and standing dead trees may be declared to be a public nuisance. Trees required to be removed were in locations that may impact a public right of way or public property if the tree failed and had a removal deadline of March 31, 2026. Trees in the north half of the city were assessed in summer 2025 to identify untreated ash trees and other dead trees close to the right of way. 152 properties were sent letters regarding the removal of tree(s) on their property.

Property owners were notified of the tree(s) on their property and the required removal via letter on:
October 24, 2025
December 29, 2025

Staff sought out quotes from tree contractors to provide to property owners and sent the overall lowest quote in the December 29 letter. Property owners were notified that they could use any city licensed tree company to remove the trees or proceed with the quote provided by the city for the removal to be completed by Upper Cut Tree Services. The average price for removal by Upper Cut Tree Services was $806. A little under half of the properties opted to proceed with the quote provided by the city from Upper Cut. Information about a voluntary special assessment was also provided to property owners in the letter from December 29, 2025. This was offered to assist property owners by spreading the cost out over a 3-year period.

A letter was mailed on April 9, 2026 and posted at the property of addresses that had not removed the tree(s) by March 31, 2026 notifying them of the abatement. The letter listed the hearing scheduled for the city council meeting and that the property owners have the right to appear at the hearing. If the council orders the abatement, the city will abate the nuisance by hiring a tree contractor to remove the tree. The cost of the abatement will be charged to the property owner and certified to the real estate property taxes if the bill is not paid. Resolutions 26-30 through 26-43 ordering the abatement of the nuisances are attached for consideration by the city council.

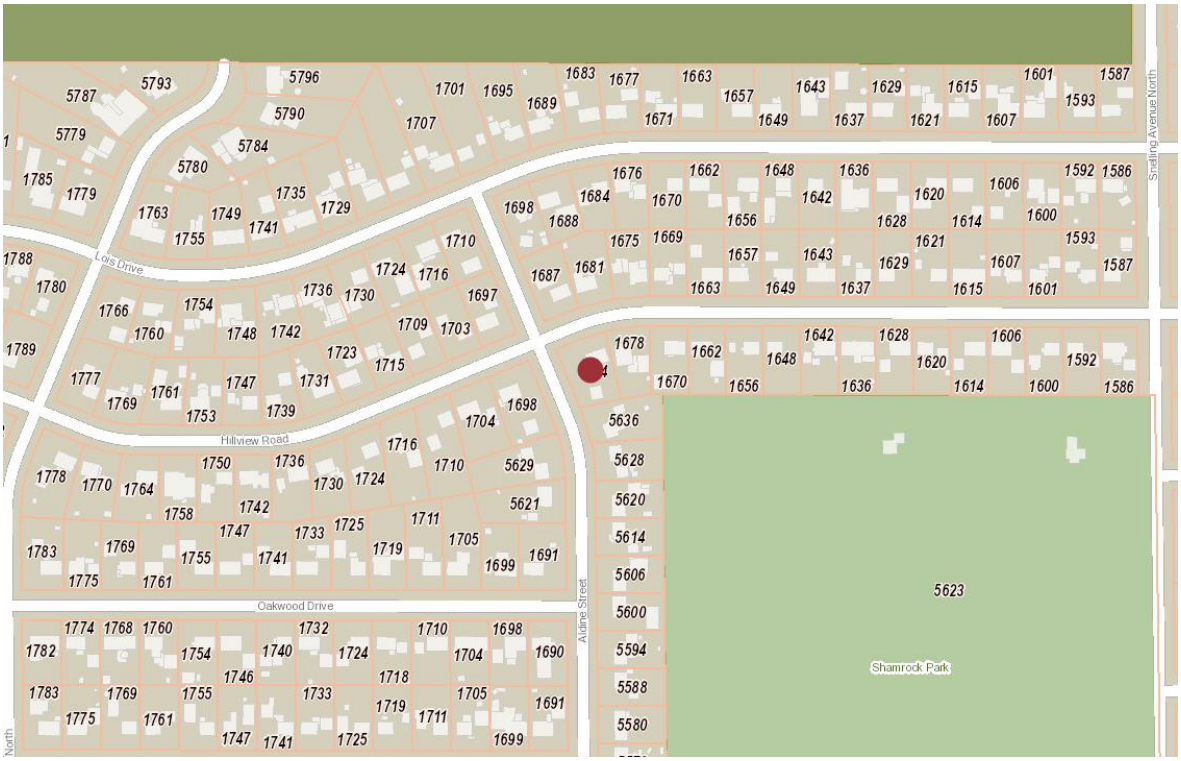
RECOMMENDATION

Staff recommends that the city council conduct the required hearing and adopt Resolutions 26-30 through 26-43 approving the abatement of the untreated ash and other dead trees at 14 properties if the tree(s) are still present on the meeting date. If the council approves the motion, staff will move forward with the abatement of the nuisance conditions.

ATTACHMENTS

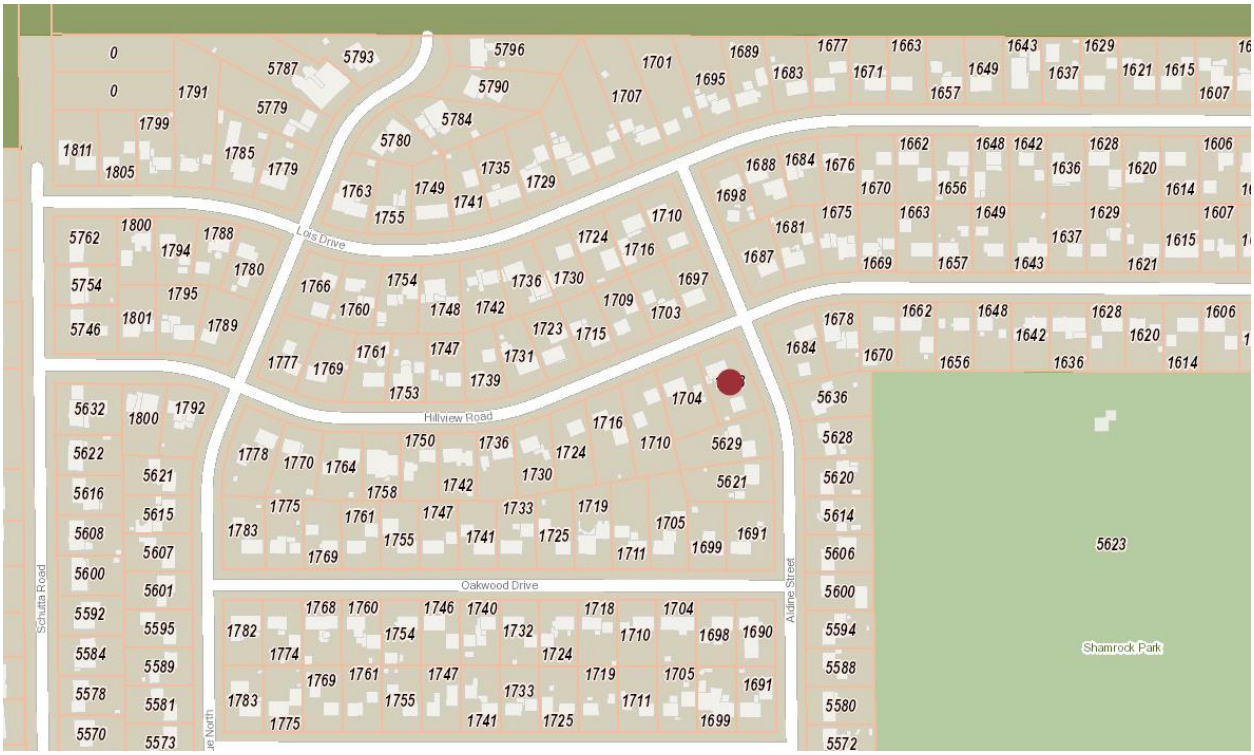
2026 Required tree removal packet
Resolution 26-30 Nuisance abatement_1684HillviewRd.pdf
Resolution 26-31 Nuisance abatement_1698HillviewRd.pdf
Resolution 26-32 Nuisance abatement_1550LoisDr.pdf
Resolution 26-33 Nuisance abatement_5828HamlineAve.pdf
Resolution 26-34 Nuisance abatement_5942BirchwoodSt.pdf
Resolution 26-35 Nuisance abatement_5598ParkPlaceDr.pdf
Resolution 26-36 Nuisance abatement_715EmilAve.pdf
Resolution 26-37 Nuisance abatement_5993GrottoStN.pdf
Resolution 26-38 Nuisance abatement_505DorisAve.pdf
Resolution 26-39 Nuisance abatement_5664ErikLn.pdf
Resolution 26-40 Nuisance abatement_291OakwoodDr.pdf
Resolution 26-41 Nuisance abatement_5464CarlsonRd.pdf
Resolution 26-42 Nuisance abatement_4620MiltonSt.pdf
Resolution 26-43 Nuisance abatement_4989TurtleLnW.pdf

1684 Hillview Rd





1698 Hillview Rd



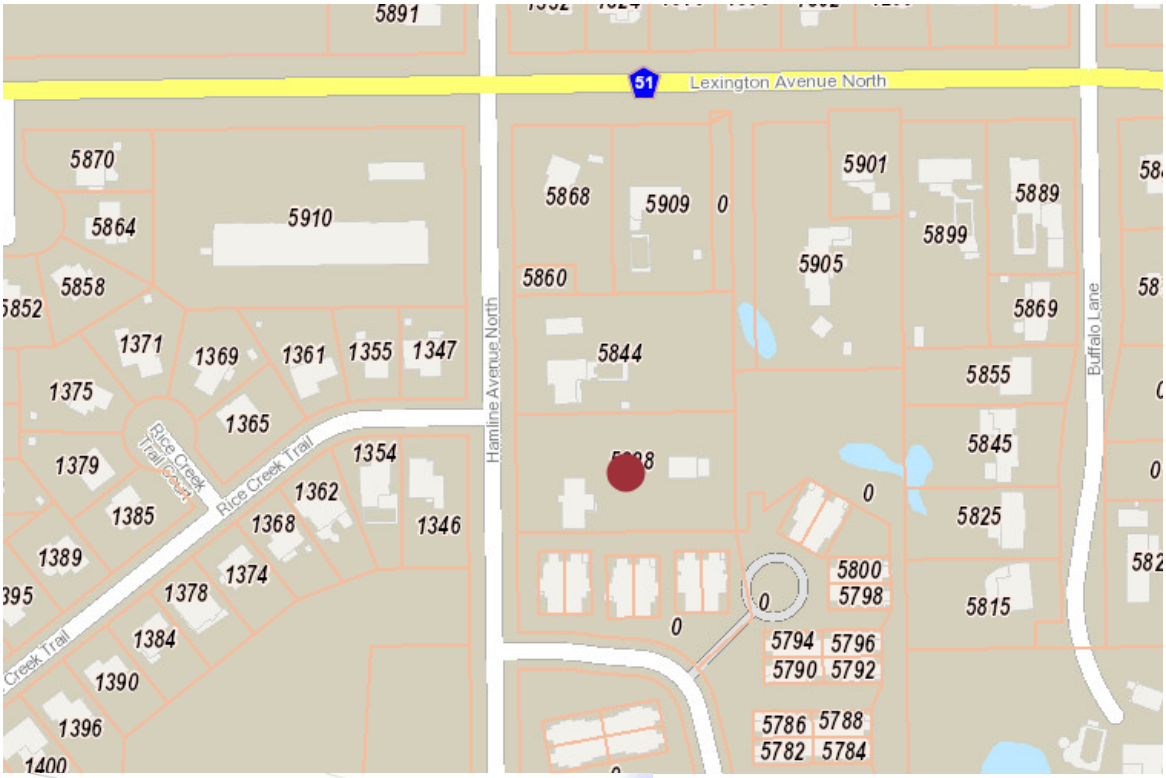


1550 Lois Dr


Knoll Drive
Snelling Avenue North
Oakwood Terrace
Shamrock Park
5623



5828 Hamline Ave N





5942 Birchwood St





5598 Park Place Dr





715 Emil Ave


County Road J West
County Road J
Grotto Street North
Doris Avenue
Emil Avenue
Albans Street North
Hodgson Road
49
5993
5985
5977
5971
755
747
5990 726 720 714 706 700 692 684 676 668
735 727 721 715 705 699 693 685 675 669
734 726 720 714 706 700 692 684 676 670
0 756 744
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5922 5923



5993 Grotto St



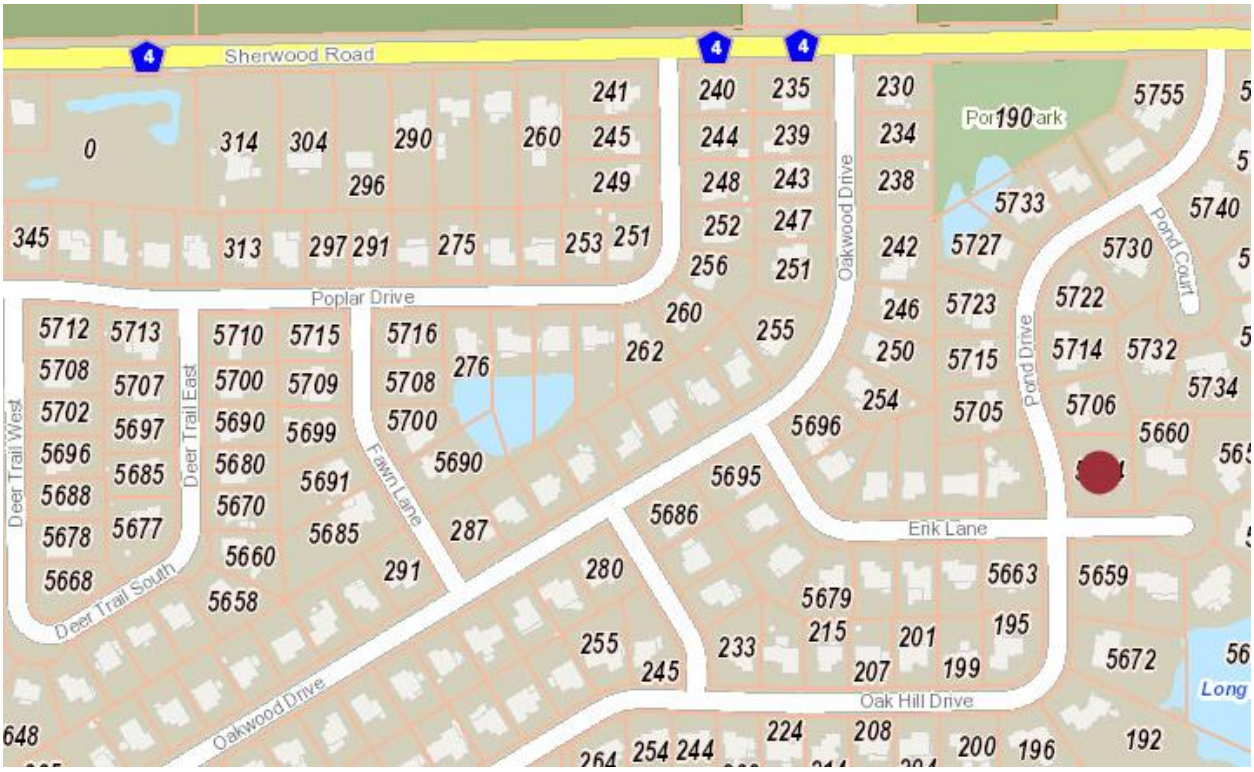


505 Doris Ave



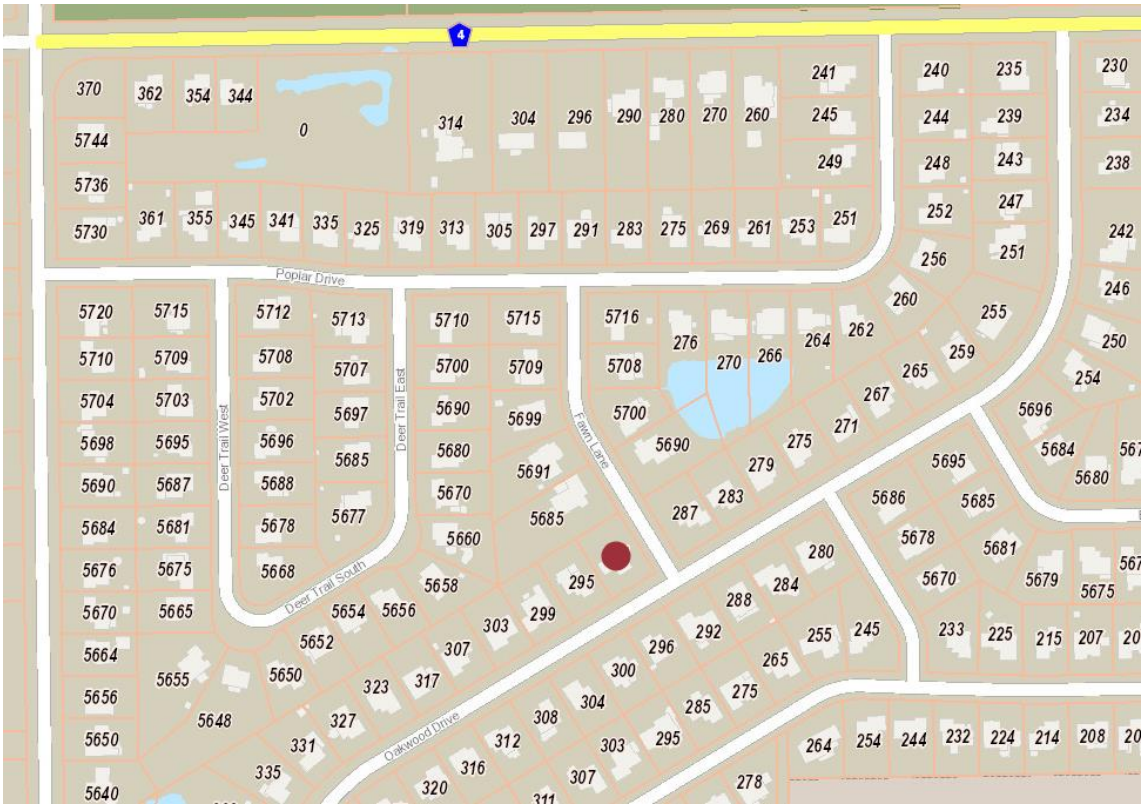


5664 Erik Ln

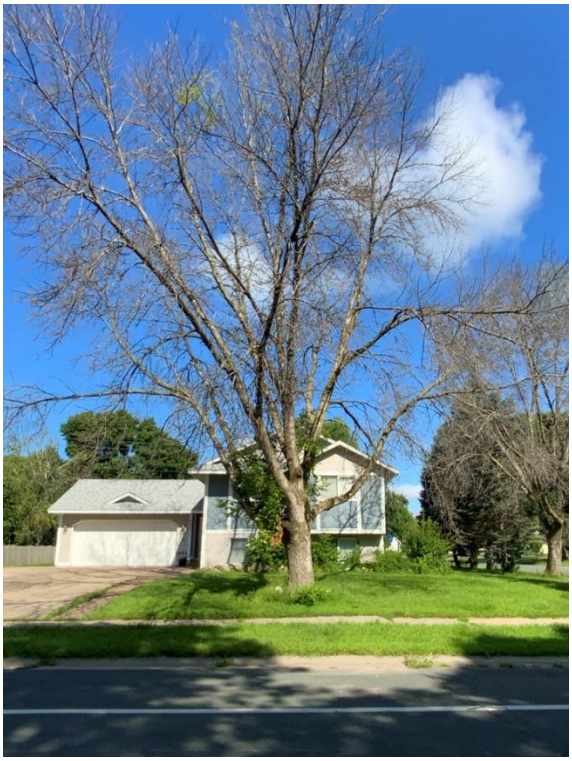

Sherwood Road
Poplar Drive
Oakwood Drive
Deer Trail West
Deer Trail East
Deer Trail South
Fawn Lane
Pond Drive
Pond Court
Erik Lane
Oak Hill Drive
Oakwood Drive
Park
Long



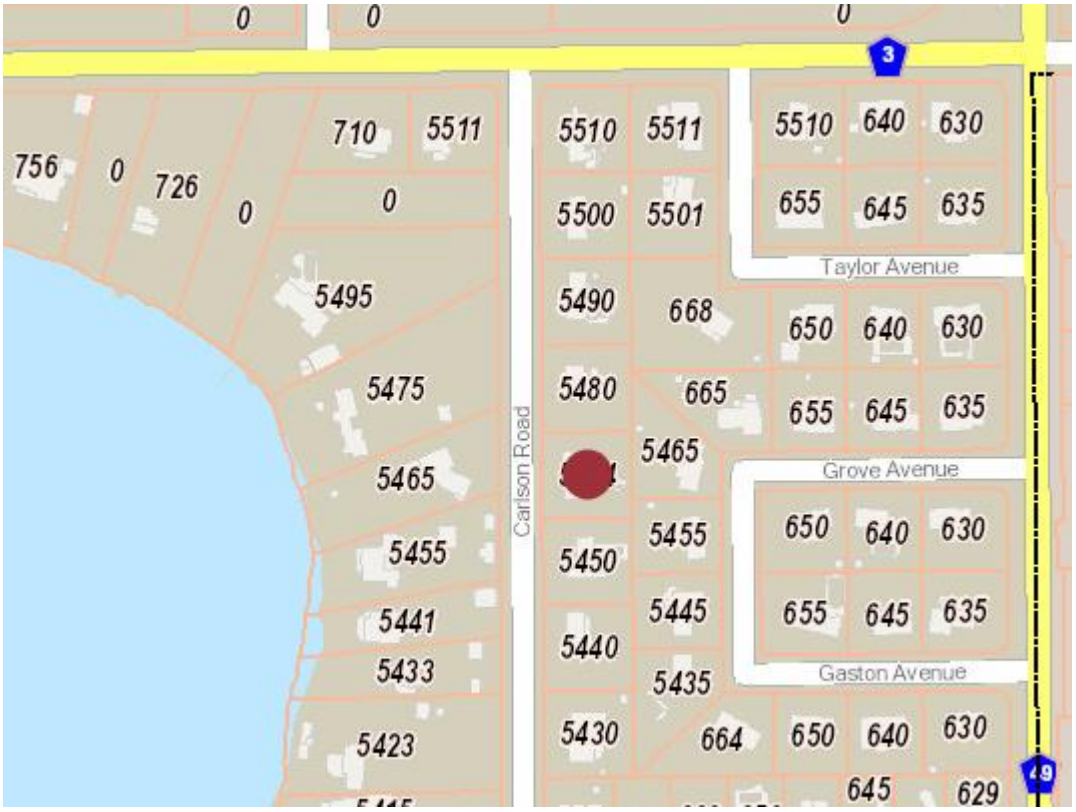
291 Oakwood Dr







5464 Carlson Rd



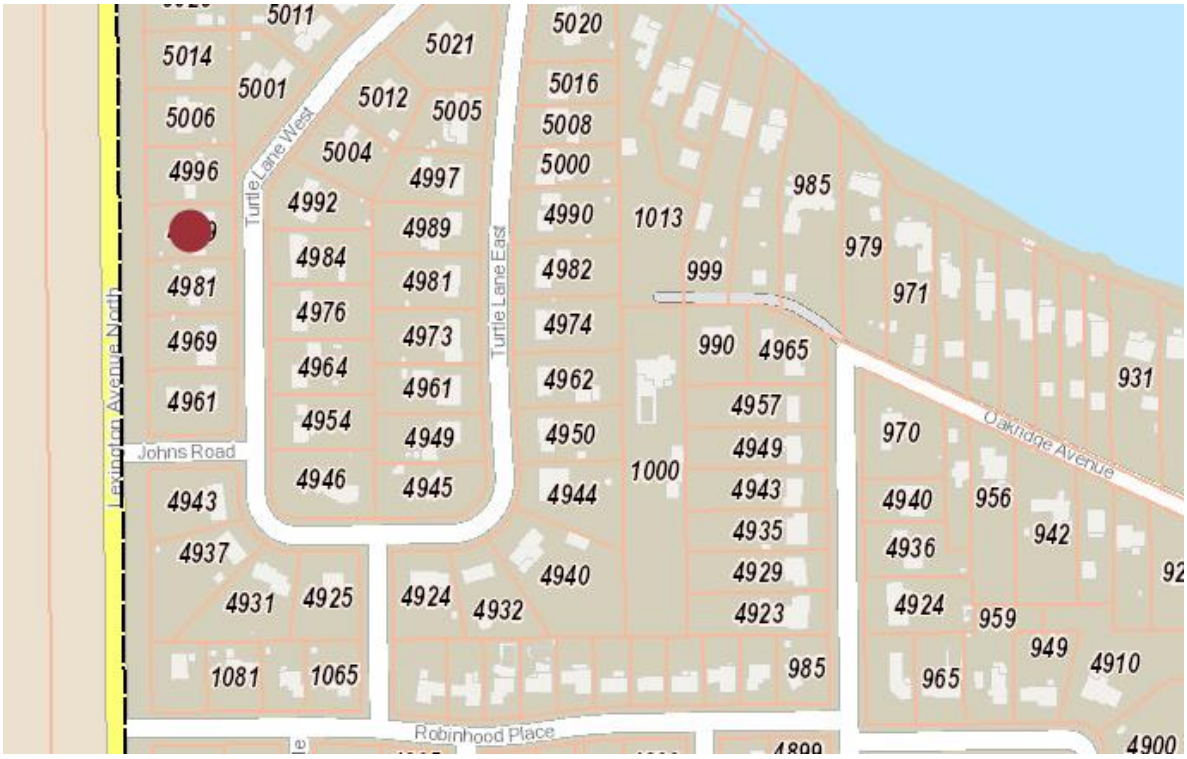


4620 Milton St





4989 Turtle Ln W





EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-30

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 15 Block 6 Edgetown Acres Ramsey County, Minnesota (commonly known as 1684 Hillview Rd)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-30 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 1684 Hillview Rd.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-31

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 1 Block 7 Edgetown Acres Ramsey County, Minnesota (commonly known as 1698 Hillview Rd)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-31 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 1698 Hillview Rd.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-32

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of dead/dying ash tree(s) that may impact the right of way on the following described property:

Lot 4 Block 6 North Point Ramsey County, Minnesota (commonly known as 1550 Lois Dr)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-32 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 1550 Lois Dr.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-33

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of dead/dying trees that may impact the right of way on the following described property:

North 160 feet of the south 871.09 feet of West 10 acres southwest of Section 3, Township 30, Range 23, Ramsey County, Minnesota (commonly known as 5828 Hamline Ave N)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the trees remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the trees are not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-33 to abate dead/dying trees at the property located at:

5828 Hamline Ave

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____

Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 5828 Hamline Ave.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____

Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-34

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 5 Block 6 Cherry Wood Hills, Second Addition Ramsey County, Minnesota
(commonly known as 5942 Birchwood St)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-34 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 5942 Birchwood St.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-35

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 4 Block 2 Shoreview Park Place Ramsey County, Minnesota (commonly known as 5598 Park Place Dr)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-35 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 5598 Park Place Dr.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-36

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 14 Block 11 Western Pines Number 4 Ramsey County, Minnesota (commonly known as 715 Emil Ave)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-36 to abate the dead/dying ash tree at the property located at:

715 Emil Ave

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 715 Emil Ave.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-37

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 13, Block 1, Pheasant Ridge, Ramsey County, Minnesota (commonly known as 5993 Grotto St N)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-37 to abate the dead/dying ash tree at the property located at:

5993 Grotto St N

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 5993 Grotto St N.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-38

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 1 Block 5 Western Pines Number 3, Ramsey County, Minnesota (commonly known as 505 Doris Ave)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-38 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 505 Doris Ave.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-39

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 12 Block 1 The Ponds, Ramsey County, Minnesota (commonly known as 5664 Erik Ln)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of tree(s) by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-39 to abate the dead/dying ash tree at the property located at:

5664 Erik Ln

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 5664 Erik Ln.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-40

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of dead/dying ash trees that may impact the right of way on the following described property:

Lot 31, Block 3, Shoreview Oaks, Ramsey County, Minnesota (commonly known as 291 Oakwood Dr)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of trees by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the trees remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the trees are not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-40 to abate dead/dying ash trees at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 291 Oakwood Dr.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-41

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of a dead/dying ash tree that may impact the right of way on the following described property:

Lot 4 Block 2 Oak Hill, Ramsey County, Minnesota (commonly known as 5464 Carlson Rd)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of the tree by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the tree remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the tree is not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-41 to abate the dead/dying ash tree at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 5464 Carlson Rd.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-42

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of dead/dying ash trees that may impact the right of way on the following described property:

The West 204' of the East 489' of the north 120' of the south 735.3' of the SW 1/4 of the SW 1/4 subject to easement, Section 14, Township 30, Range 23, Ramsey County, Minnesota (commonly known as 4620 Milton St)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of trees by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the trees remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the trees are not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-42 to abate dead/dying ash trees at the property located at:

4620 Milton St

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____

Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 4620 Milton St.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____

Brad Martens, City Manager

SEAL

EXTRACT OF MINUTES OF MEETING OF THE

CITY COUNCIL OF SHOREVIEW, MINNESOTA

HELD May 4th, 2026

Pursuant to due call and notice thereof, a meeting of the city council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on May 4th, 2026 at 7 pm. The following members were present:

LIST THE COUNCILMEMBERS THAT WERE PRESENT

And the following members were absent:

Councilmember _____ introduced the following resolution and moved its adoption.

* * * * * * * * * * * * * *

RESOLUTION NO. 26-43

ABATEMENT OF A NUISANCE

WHEREAS, there are nuisances of dead/dying ash trees that may impact the right of way on the following described property:

Plat 2 Lot 4 Block 6 Lexicon Ramsey County, Minnesota (commonly known as 4989 Turtle Ln W)

WHEREAS, notice was mailed to the property on October 24, 2025; December 29, 2025; and February 10, 2026 requiring the removal of trees by March 31, 2026; and

WHEREAS, upon inspection of the properties on April 3, the trees remained; and

WHEREAS, the city mailed and posted a letter on April 9, 2026 of the violation and notified the property owner of an abatement hearing to be held on May 4, 2026 by the city council if the trees are not removed; and

WHEREAS, this abatement was initiated pursuant to the City of Shoreview Municipal Code; and

WHEREAS, the city council held a hearing on May 4, 2026 and all persons present at said meeting were given an opportunity to be heard and present written statements. The council also considered the recommendation of city staff that this abatement be approved.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shoreview, County of Ramsey, State of Minnesota, hereby adopts Resolution 26-43 to abate dead/dying ash trees at the property located at:

and to charge the property owner the abatement costs, including administrative costs.

* * * * * * * * * * * * * *

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

And the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted the 4th day of May, 2026.

_____
Sue Denkinger, Mayor

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified city manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said city council on the 4th day of May, 2026, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates the abatement of the nuisance at 4989 Turtle Ln W.

WITNESS MY HAND officially as such city manager and the corporate seal of the City of Shoreview, Minnesota this 5th day of May, 2026.

_____
Brad Martens, City Manager

SEAL