

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
February 3, 2014
7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

PROCLAMATIONS AND RECOGNITIONS

CITIZENS COMMENTS - *Individuals may address the City Council about any item not included on the regular agenda. Specific procedures that are used for Citizens Comments are available on notecards located in the rack near the entrance to the Council Chambers. Speakers are requested to come to the podium, state their name and address for the clerk's record, and limit their remarks to three minutes. Generally, the City Council will not take official action on items discussed at this time, but may typically refer the matter to staff for a future report or direct that the matter be scheduled on an upcoming agenda.*

COUNCIL COMMENTS

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

1. January 13, 2014 City Council Workshop Meeting Minutes
2. January 21, 2014 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
 - Economic Development Authority, January 6, 2014
 - Suburban Rate Authority, January 15, 2014
 - Public Safety Committee, January 16, 2014
4. Verified Claims
5. Purchases

6. License Applications
7. Approval of Contract for Slice of Shoreview Event Coordinator
8. Developer Escrow Reduction
9. Appointment of Planning Commission Chair and Vice Chair
10. Approval of Application for Exempt Permit—St. Odilia Men’s Club Benefit

PUBLIC HEARING

GENERAL BUSINESS

11. Planned Unit Development-Development Stage/Comprehensive Plan Amendment—
Hummingbird Floral, 4001 Rice Street
12. Wireless Telecommunication Facility Permit—Crown Castle, 4614 N. Victoria St.

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

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

**CITY OF SHOREVIEW
MINUTES
CITY COUNCIL WORKSHOP MEETING
January 13, 2014**

CALL TO ORDER

Mayor Martin called a workshop meeting of the Shoreview City Council to order at 6:00 p.m. on January 13, 2014.

ROLL CALL

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager

Community Center Staff: Michelle Majkozak
Gary Chapman

Park and Recreation Commission: Sarah Bohnen
Kent Peterson
Craig John
Charlie Oltman
Carol Jauch
Cathy Healy
Tom Lemke

BWBR Architects: Greg Fenton
Mark Bonhover

**JOINT MEETING WITH PARK AND RECREATION COMMISSION TO REVIEW
CONCEPT PLAN ALTERNATIVES FOR A POTENTIAL COMMUNITY CENTER
EXPANSION**

City Manager Schwerm stated that BWBR was hired to analyze needs at the Community Center. Any potential project would not be like the expansion that was done 12 years ago that focused on an expansion of space to offer fitness opportunities. As a result of putting in a full service fitness center, membership revenue has grown from approximately \$350,000 to \$1.1million. The expansion being considered at this time is because of the growth in membership and growth in recreation programs, such as Summer Discovery and fitness. The goal is to improve the member and guest experience at the Community Center and maintain our membership.

The Council, along with staff and the Park and Recreation Commission have been having brainstorming sessions on needs of the Community Center. A number of alternatives will be presented that could be done as independent projects or in some combination.

Mr. Greg Fenton, BWBR stated that the concept plans he will describe are proposed to address the following questions:

- Are we meeting the needs of residents and members?
- Are we relevant?
- Are we providing services with revenue potential?
- Are we addressing changing demographics and trends?
- How do we maintain current operations during any planned expansion?
- How do we stay competitive?
- How do we maintain a positive experience for members?

Areas of identified need:

- Increase fitness area for space to accommodate adequate equipment and stretching areas
- Increase kids' indoor play area with accommodations for toddlers and parent areas
- Add multi-purpose rooms for fitness, Summer Discovery, and general purpose
- Add banquet space for groups of 300 - 350
- Add facilities to provide more family changing for the pool

Mr. Fenton described the following concept plans:

Scope A:

This is a wellness expansion that would add rooms off the north side of the gym on the lower level. This would have some impact to a group fitness room and the Wave area. This concept includes an expansion of the kids' indoor play structure into the current activity room. The work would be done on only one story but structured so that a second story could be added in the future. A hallway would parallel the north end of the gym.

Scope B:

Add 2500 square feet to the north side of the building on the upper and lower levels for banquet area on the upper floor and lower level would be more fitness space.

Scope C:

Cardio/fitness center expansion on the east side of the building on the lower level for more cardio space. New carpet and paint included. A few parking stalls would be lost and some work would be done in the parking lot.

Scope D:

Relocation of the indoor play area to an area adjacent to the lower entry and near the pool.

Scope E:

Work at west end of the current gym and paired with **Scope D**. Two multi-purpose rooms on the lower level and stairs to two multi-purpose rooms on the upper floor. The kids' indoor play area would be moved to a new space at the front of the building north of the pool (Scope A). The running track would be maintained.

Scope F:

An expansion to the south side of the building toward the upper level parking area. This would increase the community room space by 40%. The configuration could be flexible. There is a fresh air intake to the mechanical rooms in that location that would be relocated, possibly with

shafts to the roof that would solve the problem of car exhaust finding its way into the intake grate.

Scope G:

Add outdoor shallow water pool to the south. Considerable deck space would be added--1.5 square feet for every 1 square foot of surface water. The size of the pool would be approximately 2000 square feet and 3500 square feet of deck space.

Changing Rooms

Three options are presented for remodeling changing rooms near the pool. The first option would be to expand the changing rooms where they are located and tripling the number of changing areas. The other two options piggy back the restroom area with changing rooms. The offices located near the changing rooms would be moved. Mr. Schwerm stated that the changing rooms would be designed with individual stalls with doors for privacy. Showers would be in a common area to rinse off before and after being in the pool. The small birthday room would be eliminated, but the large one would be kept. The large one accommodates approximately 80 to 90% of reservations. Meeting rooms upstairs can be rented for private parties. Ms. Majkozak added that the small party room is only sometimes used on weekends. Mr. Chapman stated that one of the biggest complaints is from those taking swimming lessons and the lack of changing rooms. The added changing rooms would meet that need. Ms. Majkozak stated that people wait as long as half hour and then they use restrooms.

Mr. John asked if more toilet rooms could be added. Mr. Schwerm stated that Scope B or C could convert the men's and women's restrooms to unisex toilet rooms.

Councilmember Quigley noted that adding an outdoor pool will exacerbate the issues of changing and showering.

Councilmember Wickstrom stated that she favors keeping the toilet rooms close to the changing rooms. She asked for further explanation of the differences between Scopes B and C. Mr. Fenton stated that the main difference is circulation and access going to the pool or a meeting room. Mr. Chapman stated that Scope C is mainly adding a hallway.

Pool Play Structures

A picture was shown of a play structure that would be placed in the shallow pool area.

Mr. Lemke asked if a lifeguard will be needed for the outdoor pool area and whether it is a splashpad or water. Mr. Schwerm answered, yes, because as much as an inch of water requires a lifeguard present. It is a shallow pool of water. Mr. Lemke stated that if this investment is made into an outdoor play pool, he would like to see it enclosed so it would be used more than three months of the year.

Councilmember Wickstrom asked for two analyses of the outdoor play pool--one as enclosed and one open. Mr. Schwerm stated that an enclosure feature has not been studied. An indoor/outdoor feature could bring in a lot more revenue and pay for itself. An indoor/outdoor use would be a significant feature of a water park.

Lemke stated that he would like to see walls that could be raised or lowered to bring in fresh air.

Mr. Fenton stated that it would be important to consider the type of enclosure, whether a dome or inflatable or actual structure. Winter weather brings a number of risks that needs the right solution.

Council/Commission Discussion

Councilmember Withhart stated that he likes Scope A as well as the idea of moving the indoor play area to a front location where it would be visible and very attractive. The indoor play area near the pool and outdoor pool area would be a good attraction for anyone entering the building. Mr. Chapman responded that moving the indoor play area to the front of the building will potentially present security problems with bypassing the check-in desk.

Councilmember Johnson asked the cost of moving the indoor play area. Mr. Schwerm stated that we would need to check on the cost from the manufacturer.

It was also noted that children also could leave without parents knowing if the play area is in front by the door. Mr. Schwerm stated that there are some programs that do not require people to check in. A check-in desk would be needed at the front door, if the play area were moved to that location. If the play area were expanded in its current location, the hallway would be a new access to the indoor play area and could be made attractive with glass and windows. This would channel traffic through the hallway and not the gym.

Mr. Lemke stated that he likes moving the play area to the front because the pool area and play area and outdoor pool area would be the main attraction for kids. The fitness area and walk track and gym for adults would be at the other end of the building. He likes keeping adult areas and kids' areas in separate parts of the building.

Mr. Peterson asked about windows in multi-purpose rooms. Ms. Majkozak stated that the rooms would be used for fitness, which would be nice to have windows and some natural light.

Mayor Martin stated that she likes Scopes A and B because a lot is achieved for the money with added space for Summer Discovery. She agreed with the idea of having the indoor play area near the front by the pool, but it may not be realistic now. Mr. Schwerm stated that Scope A could be done and could include an expanded gym space.

Mr. Peterson referred to the cardio area expansion into the parking lot. He asked the reason not to put the additional square footage wrapped around the side of the building rather than in front. Then the parking spaces would not have to be moved. Mr. Schwerm stated that to wrap around the building would lose space.

Councilmember Withhart noted that pushing the parking lot out further because of the cardio expansion makes access difficult for handicapped people. There are closer spaces at the upper level, but there is still a good walk to the door. Mr. Chapman noted that some handicapped spaces are taken for the Farmers' Market. Mayor Martin requested the architects to work on this issue.

Mr. Peterson asked if the extension toward the parking lot is the only way to expand the cardio space. Mr. Schwerm stated that an addition could be put on the north side, but it would not be as large. Mr. Fenton explained that the economy of cost for the L shape proposed is that expansion is easier to take out the windows there. As the addition moves west around the building, there is a gas meter and electrical panel to deal with, and the structure of the building changes so it would be more difficult.

Councilmember Johnson stated that she would rather complete one section and move to another section in another phase another year.

Charlie Oltman asked if bonding could be done. He would like to see the project done right and not as multiple projects because there is more cost and upheaval. Mr. Schwerm cautioned that there is some hesitancy to take up a significant part of the bonding resource for one project because there will not be the money available for other park projects and trail projects.

Councilmember Wickstrom noted that the options for expansion will become limited as the building size increases. In 10 years there will not be many options for expansion. It is important to get the most usable space possible with any expansion. The building is already close to the pavilion, and there is not room to add too much more in the future. She asked how often the parking lot fills. She would want to be sure parking is sufficient.

Councilmember Quigley stated that he is at the Community Center every other day and there is sufficient parking. Other than concerts and the Farmers' Market, there is adequate parking.

Councilmember Withhart stated that the A and D expansions would be less disruptive because current facilities could still be used. If banquet space were to be added, he would choose Scope F. Mr. Fenton stated that with the cardio addition, the disruption would be short. Everything would be built outside and then brought in.

Councilmember Quigley stated that he does not want to see a big impact to revenue during construction because users will focus on the difficulty of access. Mr. Schwerm stated that, to date, everything has been designed to minimize loss of revenue. He expressed his concern about the expansion of Scope B on the upper level, which will make rooms with loss of views harder to rent. Also, the pavilion would be closer to the Shoreview Room; it will feel like the building is on top of the pavilion.

Mayor Martin asked what the capacity would be if the Wedell Room were expanded. Mr. Schwerm answered that it could accommodate up to 350 people, about 100 more than its current capacity. It would be bigger than the Shoreview Room. Mayor Martin stated that if either banquet room is expanded, her preference would be the Wedell Room in front.

Mr. Peterson stated that the deck and lounge of the Shoreview Room would be a nice change and could be done. Mr. Fenton stated that making a deck off the Shoreview Room would turn roof space into deck space. Mr. Peterson asked if it would be more costly to wait a year and not have disruption at both entrances with the expansion of cardio and the Wedell Room.

Mr. Lemke stated that if he were to rent a room, he would not want a view of the parking lot with the expansion of the Community Room toward the parking lot. Also, the band cannot afford to lose its space in the Community Room. Mr. Schwerm stated that the band would still have the

use of the room. Mr. Fenton noted that the Wedell Room would be closed for approximately 30 days for carpeting and painting.

Mayor Martin asked preferences for placement of the indoor play area, whether to move it to the front. She believes it could work in its present location.

Councilmember Wickstrom agreed and said Scope F would provide more space. This design has addition of more rooms. It is a better layout, and she does not think anyone has trouble finding the indoor play area.

Councilmember Johnson agreed with Scope A and the additional multi-purpose rooms. She would prefer to save the expense of moving the play area.

Ms. Majkozak stated that the biggest plus about Scope A is the walkway and not having to go through the gym to get to the indoor play area. The biggest complaint received is having to walk through the gym when there are basketball or pickleball games.

Councilmember Withhart stated that he prefers the location for the indoor playground in D because then the current space can be used to add onto the gym or another multi-purpose room. He likes the WOW factor of the play area in front.

Mayor Martin stated that there are many children in the play area not supervised. Her concern there would be too much overlap with the pool and kids would go to the play area in their swim suits. Ms. Majkozak stated that if it is moved to the front, it would have to be staffed.

Mr. Chapman stated that at some time the play area will have to be replaced. At that point, that would be the time to consider putting it in front.

Mr. Lemke stated that the indoor play area will end up in front anyway in order to expand the gym. He would prefer to move it now.

Carol Jauch disagreed and stated that the play area was just put in and was costly. It does not make sense to move it. She likes Scope A and would like to see it on two levels.

Mr. Peterson asked the demand for meeting/activity rooms to justify extending Scope A to the upper level. Ms. Majkozak stated that the rooms would definitely be used.

Cost Estimates

Scope A	Multipurpose Addition/Remodel
New Construction	7600 sf
Remodel	6250 sf
Project costs	\$2,200,000
Additional project costs	\$550,000 (factor of 25%--fees, marketing, changes, equipment)
Total:	\$2,750,000
Scope B	Multipurpose Banquet Addition
New Construction	5850 ad

Cost	\$861,000
Remodeling	0
Additional project costs	\$215,250
Total	\$1,076,250

Scope C Cardio Fitness Addition

New Construction	2600 sf
Remodeling	4000 sf
Cost	1,200,000
Additional project costs	300,000
Total	1,500,000

Scope D Kids Indoor Play Area

New construction	4,800 sf
Remodeling	
Cost	\$1,540,000
Additional Project Costs	\$410,000
Total	\$1,950,000

Scope E Multipurpose Remodel

Remodeling	7,000 sf
Cost	\$800,000
Additional Project Costs	\$200,000
Total	\$1,000,000

Scope F Community Room Addition Remodel

New Construction	4200 sf
Remodeling	4,000 sf
Cost	\$1,340,000
Additional project costs	\$360,000
Total	\$1,670,000

Scope G Outdoor Aquatics

New construction	2400 sf/3600 sf for deck
Cost	\$1,025,000
Additional project costs	\$256,250
Total	\$1,291,250

Family Changing Rooms

Remodeling	1050 sf
Cost	\$290,000
Additional project costs	\$72,500
Total	\$352,500

Scopes D and E

New Construction	4600sf
Remodeling	8215sf
Cost	\$2,440,000
Additional Project Cost	\$610,000

Total \$3,050,000

Mr. Fenton stated that all the numbers are good planning figures in identifying risk.

Mr. Schwerm stated that the CIP is at \$2 million with the idea of an expansion to the fitness center. The estimate for that part is in line with the CIP. Staff will look at finance options, such as the Community Investment Fund. Before bonding, an analysis of debt needs to be completed.

Councilmember Johnson stated that it will be important to know where dollars would be best spent for revenue return. How much of Scope A has capacity to be revenue generation? Mr. Schwerm stated that will be difficult to estimate because a lot of this work is maintaining the current revenue stream, keeping the building updated and enhancing it. He does not anticipate a jump in membership that was experienced with the last expansion. This will maintain that membership.

Mayor Martin stated that she would like to focus on what is needed most, the top priorities. The Summer Discovery program is a revenue generator but it is out of space. If that were expanded, revenue would increase.

Councilmember Withhart asked the demand for banquet space. Mr. Schwerm stated that in summer there are people turned away for weddings. It is enhancing the revenue stream with \$250,000 in rental revenue. An expansion would bring in perhaps \$25,000 more because more could be charged more for the additional space.

Mr. Lemke noted the current satisfaction in the recent survey and asked if a bond issue referendum would be passed. Mr. Schwerm stated that voters generally vote to raise taxes for schools, fire stations or public safety.

Mayor Martin stated that she would like to think big. If it means waiting a couple of years to build up equity in the Community Investment Fund, she would like to consider that option and have more financial analysis.

Councilmember Quigley stated that the City needs to continue to follow the business model that is prudent to make sure there is revenue generated and focus on those items that will do that. The primary items are the fitness center and outdoor aquatics. Staying with the business model and not bonding would be the way to proceed.

Carol Jauch stated that one thing that needs to be done, even though not a revenue generator, is family changing rooms. That cannot be avoided. Mr. John added that to not do those would be a deterrent.

Mayor Martin stated that nothing is wasted if any of these projects have to wait. She added that the indoor play area needs to be expanded so that there is activity for toddlers. That is a big priority, but that would not be done without the multipurpose rooms and walkway.

Councilmember Wickstrom asked for cost estimates to add an upper level to Scope A.

Mr. Fenton suggested putting the cardio fitness on the second level. All of the fitness would be in one area. The indoor play area would be moved down to the lower level where the fitness center is now.

Councilmember Johnson noted that to put the fitness on the upper level would mean higher ceilings and better air flow.

Ms. Bohnen stated that if renovation/expansion is considered only every 10 years, it is important to choose the right flow of new features and set priorities.

It was the consensus of the group to consider this concept further. Mayor Martin suggested another review of how that concept might look. Further, there was consensus the various options presented have merit with adjustments. These concepts can be stand-alone projects that can be phased. The next stage then would be for more financial analysis and to set priorities.

OTHER ISSUES

Public Safety Committee

The Public Safety Committee has three providers on their board for Allina, the Fire Department and the Sheriff's Department. However, they should not be voting members. If a bylaw or resolution change is necessary, he would propose a change to appoint 7 to 9 members; now there are 8 at-large members and the three provider representatives. The provider representatives would not have a vote. There was consensus to look into this change and make an appointment.

Cable Commission

Councilmember Wickstrom reported that Comcast has given their formal proposal. There are 120 days to review it and accept or reject it. If rejected, then the matter will go through the courts because Comcast would appeal. An informal process is trying to negotiate outside the formal process. The proposal from Comcast drops the PEG fee down to \$0.44 per subscriber, considerably less than now. It would take 8 channels down to 4. Fewer channels would give better quality. Comcast states they are not obligated to take care of capital equipment.

Councilmember Withhart questioned the amount being spent and the benefit to the City. He asked if Shoreview negotiated separately, would the City Council and Planning Commission meetings be broadcast. Councilmember Wickstrom responded that there may be a cost to be paid by the franchise fees.

Councilmember Johnson stated that younger adults do not watch public access. They get their information from social media outlets. However, the aging population in Shoreview does use public access.

Mayor Martin asked Councilmember Wickstrom to report back when the Council needs to make a decision.

The meeting adjourned at 9:45 p.m.

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
January 21, 2014**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on January 21, 2014.

PLEDGE OF ALLEGIANCE

The meeting opened with the Pledge of Allegiance.

ROLL CALL

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

APPROVAL OF AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Johnson to approve the January 21, 2014 agenda as amended.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

Recognition of Retiring Shoreview's Finance Director Jeanne Haapala

Mayor Martin stated that for the past 25 years Shoreview has been very fortunate to have Jeanne Haapala as Finance Director who will be retiring at the end of January. She has won many awards and brought recognition to the City. She has worked quietly to achieve the type of long-range planning that benefits every resident. The only time the public has contact with Ms. Haapala is during the truth and taxation hearings when she explains complex financial data in a way that people can understand and trust. In an era where there is often criticism of government workers, Ms. Haapala set goals for herself, the City and helped co-workers to achieve their goals. She has mentored and supported many.

With retirement in mind for the last few years, she has set the stage for Assistant Director Fred Espe to easily take over her work. Ms. Haapala has great pride in her work and leaves knowing that the policies she has established will continue. She has always been a long-range planner. For the City she has sought greater efficiency in the department for all workers. She has worked for greater accountability, shared knowledge, and constant improvement in the way business is conducted. Mayor Martin respects and trusts her judgment. She has personally helped her to

understand what can be done, what needs to wait and what the City can afford. She will be missed greatly as a colleague and as a personal friend.

Mayor Martin presented Ms. Haapala with a formal proclamation and gift recognizing her outstanding 25 years of service to the City:

WHEREAS, Jeanne Haapala was appointed Finance Director for the City of Shoreview in September 1988; and

WHEREAS, Jeanne has been responsible for the development and implementation of long-range financial planning tools including the Comprehensive Infrastructure Replacement Plan; the Five Year Operating Plan; and most recently our two-year budget that includes goals and performance measures for all of the City's operations and programs;

WHEREAS, the Comprehensive Infrastructure Replacement Plan received an Award of Excellence from the Government Finance Officers' Association in 1993; and the City has received the Certificate of Excellence in Financial Reporting for the annual Finance Report for 25 consecutive years; and

WHEREAS, the development of these long-range planning tools and focus on quality financial practices were instrumental in the City attaining a AAA bond rating, the highest rating possible from Standard and Poors; and

WHEREAS, during her tenure, Jeanne has served in several leadership positions including President of the Minnesota Chapter of the GFOA, and on national committees for the Government Finance Officers' Association; and

WHEREAS, throughout Jeanne's tenure with the City, she has been responsible for countless productivity, efficiency, and system improvements within the Finance Department; and

WHEREAS, in 2013, Jeanne received the League of Minnesota Cities Leadership Award which recognizes appointed officials who have made a significant improvement to municipal government due to the person's service and success in raising the prestige of local government service.

NOW, THEREFORE, BE IT RESOLVED, that I, Sandra C. Martin, Mayor, on behalf of the Shoreview City Council, do hereby recognize and thank Jeanne Haapala for more than 25 years of exceptional service

and numerous contributions to municipal finance and the City of Shoreview.

BE IT FURTHER RESOLVED that we wish Jeanne the very best as she retires from public service, including 25 years with the City of Shoreview, and also wish her health and happiness in all of her future endeavors.

Ms. Haapala expressed her pleasure to have served Shoreview, Mayor Martin and the City Council, and City departments. She thanked Mayor Martin and City Manager Terry Schwerm for the support and trust they have given her over the years. She expressed her appreciation and how proud she is of her department staff who were present for this presentation. They are not the people out front, but unbeknownst to the residents, are real problem solvers and work very hard. They have really risen to the challenge of constant improvement. She is very pleased that Fred Espe will take over as Finance Director and Debbie Maloney as Assistant Finance Director. They have both worked hard for these positions. Shoreview has been an extraordinary place to work. As Councilmember Quigley says, the Council governs from the ether, which is the place to be and she admires the Council for that. She thanked everyone for the opportunity to do this important work.

Ms. Haapala introduced her mother and noted that between the two of them they have over 60 years in municipal service. Her mother worked for the City of Fridley.

Mayor Martin thanked the Finance Department staff and Building and Grounds Superintendent Gary Chapman for attending this presentation, which is very meaningful to Ms. Haapala.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Councilmember Withhart:

The *Taste of the Slice* fundraiser will be February 20, 2014, at the Community Center, from 5:00 to 7:30 p.m. This event supports the *Slice of Shoreview*.

He asked Mr. Schwerm to announce an event being sponsored by the Rotary Club. Mr. Schwerm stated that the Arden Hills/Shoreview Rotary Club will have its first Annual Rockin' Rotary Variety Night. There will be musical entertainment, a short play by the Lakeshore Players, a dancing group, and a comedian. It will be Friday, January 31, 2014. Tickets are available by going to the Rotary website, ardenhillsshoreviewrotary.org.

Councilmember Wickstrom:

On Wednesday, January 22, 2014, there will be an Open House in Arden Hills for the TCAAP redevelopment. The meeting will be from 5:30 to 7:30 p.m. at the Ramsey County Public Works Building.

The Shoreview Historical Society will meet Monday, January 27, 2014, at 7:00 p.m. at City Hall. The meeting will focus on the Kozlak property.

The next Environmental Quality Committee (EQC) program will be February 19, 2014, at 7:00 p.m. on a “Behind the Scenes Look at Storm Water,” presented by City Engineer Tom Wesolowski.

Councilmember Johnson:

There will be a dive-in movie on Friday, January 24, 2014. The movie is *The Planes*, beginning at 7:00 p.m.

Mayor Martin:

Congratulated City tobacco vendors who have achieved 100% compliance in the compliance checks in 2013. She commended them for their effort in preventing tobacco access by minors.

CONSENT AGENDA

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to adopt the Consent Agenda for January 21, 2014, and all relevant resolutions for item Nos. 1 through 12:

Discussion:

Councilmember Withhart referred to the farewell that Ms. Haapala wrote in the monthly Finance Report and requested that staff include it in the City’s newsletter, *ShoreViews*.

1. January 6, 2014 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes
 - Parks and Recreation Commission, December 4, 2013
 - Planning Commission, December 10, 2013
3. Monthly Reports:
 - Administration
 - Community Development
 - Finance
 - Public Works
 - Park and Recreation
4. Verified Claims in the Amount of \$1,287,801.18
5. Purchases

6. License Applications
7. Change Order #1 - 2013 Street Rehabilitation CP 13-02 and Gaston Grove/St. Albans Watermain Extension, CP 13-03
8. Developer Escrow Reduction
9. Change Order #2 - Red Fox Road Improvements, CP 12-04
10. Authorize Replacement Purchase of Unit 203 Single Axle Dump Truck
11. Acceptance of Quotes for Diseased Tree Removal Program
12. Approval of 2014 Insurance Coverage

VOTE: Ayes - 5 Nays - 0

PUBLIC HEARINGS

There were none.

GENERAL BUSINESS

AUTHORIZE AGREEMENTS - NORTH OAKS WATER CONNECTION AGREEMENTS

Presentation by Public Works Director Mark Maloney

Amendments are being considered for two water connection agreements with the city of North Oaks. Water connection agreements are required for extension of water outside the City corporate limits, which include North Oaks, Arden Hills and Vadnais Heights. There are utility connection agreements between the City and single properties, such as the church on Hodgson Road and the Army Reserve Center in Arden Hills. Joint Powers Agreements cover larger geographical areas.

Since 1991, the City has had a Joint Powers Agreement to provide water to the North Oaks commercial area, which consists of approximately 30 acres. This commercial area is recognized as a single user with one metered location. A 25% surcharge is applied over Shoreview water rates. The proposed amendment would reflect the many changes in City water rates over the years, which results in a higher billing at one location. Multiple meter locations would allocate water use more accurately and lower overall billing to the area, but since the beginning of this agreement, it has been clearly understood that Shoreview would not enter into any type of property management or plumbing inspection. What is proposed is that the billing be based on three commercial units. This would minimize Shoreview cost and effort and will somewhat reduce water billing to North Oaks to make it more equitable..

The second agreement is with Charley Lake Preserve, a residential development on the east side of Hodgson Road in North Oaks. The development consists of 63 residential units who pay the 25% surcharge to be connected to the Shoreview water system. North Oaks has recently requested an analysis based on 110 residential units to reduce rates. The analysis showed no adverse impact to the City's infrastructure or water users. The addition of the new area adjacent

to the Charley Lake Preserve would bring the basis of the agreement to 75 residential units, still below the 110 originally analyzed.

Shoreview built the water main along Hodgson Road. As developments come into the system, the City is able to recapture part of that infrastructure cost. This amounted to \$67,000 for the Charley Lake Preserve. Although there is one meter for the Charley Lake Preserve, the development is credited for the number of users. The developer has now requested that a 15-acre area known as Red Pine Farm be included in the Charley Lake Agreement. Red Pine Farm would add 12 single-family units to the Shoreview water system. The connection charge will be almost \$2,200 per lot. Staff is recommending approval of the two amendments.

Councilmember Withhart asked, because of a shared Fire Department with North Oaks, if there would be the required number of fire hydrants. Mr. Maloney responded that although this is private infrastructure, the design standards are municipal standards and were approved by the Lake Johanna Fire Department and include the required hydrants, valves and monitoring pressure zones with a commitment to regular inspections.

Councilmember Wickstrom asked how maintenance would be done and if there is any concern that somehow contamination could occur in Shoreview's water system. Mr. Maloney explained that the 1991 Agreement was careful to not make Shoreview liable for maintenance services. The Charley Lake Preserve Agreement includes that same condition. As for contamination, the City can simply close valves to shut off any contaminated water. The system is designed to the same standard that Shoreview would build, and there are not many ways that contamination could occur.

Councilmember Quigley asked if there are possible future development connections. Mr. Maloney noted the area north of Red Pine Farm is a question. The area north of that is Wildflower Way, which did seek connection to Shoreview's system but then built a large private well for that development. He is not aware of further such requests.

Councilmember Johnson asked if the stated 63 residential units could increase. Mr. Maloney responded that the 63 units are what was approved by the North Oaks Planning Commission and City Council and what was identified on the plat for the property. If an increase were proposed, a new approval process would be required.

Mayor Martin expressed some concern about the reduced revenue from this change. Mr. Maloney explained that the most recent water rate structure change amounted to a tremendous increase to their water rates. The City is making an effort to not unduly punish them for being one large water user. Mr. Schwerm added that the new rate will be at a level where there is still an incentive to conserve water.

Councilmember Withhart noted that Shoreview has the water capacity to provide these connections, and outside entities do pay a 25% surcharge above Shoreview rates. If there are further rate changes, the surcharge will be applied to these outside units.

MOTION: by Councilmember Withhart, seconded by Councilmember Wickstrom to adopt Resolution 14-07 Amending Shoreview/North Oaks Water Connection Agreement for North Oaks Commercial center and Resolution 14-08 Amending Shoreview/North Oaks Water Connection Agreement for Charley Lake Preserve subject to the final review and revisions by the Public Works Director and City Attorney.

Discussion:

City Manager Schwerm noted that one of the key reasons for these agreements is that the cost of providing water is relatively low and the income received helps subsidize rates for Shoreview residents.

Mayor Martin added that Shoreview and North Oaks are working well together. North Oaks has agreed to build the trail on the east side of Hodgson Road up to the Charley Lake Preserve.

Councilmember Withhart asked if the 1979 dollars spent have been adjusted for inflation. Mr. Maloney stated that the charges have never been indexed. These properties are being treated the same as other properties, but with a 25% surcharge on the connection charges.

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

ADJOURNMENT

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to adjourn the meeting at 7:45 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

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

Terry Schwerm
City Manager

**SHOREVIEW ECONOMIC DEVELOPMENT AUTHORITY
MEETING MINUTES
January 6, 2014**

CALL TO ORDER

President Ben Withhart called the meeting to order on January 6, 2014, at 5:00 p.m.

ROLL CALL

The following members were present: President Ben Withhart, Sue Denkinger, Emy Johnson, Gene Marsh and Terry Quigley.

Also attending the meeting were the following persons:

City Council: Mayor Martin and Councilmember Wickstrom

Planning Commission: Steve Solomonson, Chair
Deborah Ferrington
Elizabeth Thompson

Staff: City Manager Schwerm
Tom Simonson, Asst. City Manager/Community Development Director
City Planner Kathleen Castle
Mark Maloney, Public Works Director

Others: Kirstin Barsness, Barsness Consulting Services
Rita Trapp, Hoisington Koegler Group
Bryan Harjes, Hoisington Koegler Group

APPROVAL OF AGENDA

MOTION: by Denkinger, seconded by Quigley, to approve the January 6, 2014 agenda, as submitted.

VOTE: Ayes - 5 Nays - 0

APPROVAL OF MINUTES

MOTION: by Quigley, seconded by Marsh, to approve the December 9, 2013 meeting minutes, as submitted.

VOTE: Ayes - 5 Nays - 0

proposal that would subdivide the property into three lots for single-family homes. Market value of the homes is anticipated to be approximately in the \$280-300,000 range and they would target purchasers at 80% of the median income. This income range would be considered affordable, a requirement of receiving the Ramsey County grant in the amount of \$139,000 the City can use towards the purchase of the property.

Simonson said when the City first applied for and was awarded the grant from the County the City had not yet identified a funding source for the potential acquisition. However, because of the length of time spent in negotiations, the City ended up purchasing the property utilizing tax increment funds. With purchase, cleanup, demolition and preparing the property for development, the cost is approaching \$290,000.

Simonson summarized that the residents and property owners who attended the neighborhood meeting expressed concern about the intensity of development into three lots stating negative impacts that would include diminished property values, soils and drainage, traffic, and access. He added that the GMHC representative at the public meeting said that in order to build homes of \$300,000 market value, GMHC would request the City finance approximately \$75,000 as a second mortgage for each of the three homes to be paid back over time. GMHC also wants the City to donate the land.

Simonson said that given the strong concerns of the neighborhood combined with additional funds being sought by the proposed developer, the question is whether the Council and EDA still wish to focus on affordable housing or should the City explore private development options at market rate. The City has purchased the property and cleaned up the property, and it is now staff's recommendation to approach private developers in the area to find out if there would be interest to develop one or two homes at market rate. Simonson said that given the improving market, he would expect the City would more than cover the loss of the County grant but it should be understood that the City would not recover all the expenses of the purchase and clean-up of the property, which have been paid through existing TIF funds.

Quigley asked if there is a current assessment of the value of the property as remediated. Mr. Simonson responded that an appraisal was done over a year ago, and the estimated value was \$150,000 at that time and just for the land as the house has no real value. Quigley stated that to develop it as affordable housing meets one of the EDA objectives to create diversity in housing, but he realizes the City has a large investment. He is disappointed with the neighborhood response because the GMHC plan will be much better than what the neighborhood has put up with for many years. He understands that the neighborhood will oppose any development of more than one lot, but he is reluctant to abandon the EDA goal of housing diversity. City Manager Schwerm noted that with the GMHC proposal, the City would be out the purchase price plus \$75,000 for each of the three homes.

Withhart asked how the City would make up the difference from the value of the property at \$150,000, and the expenditure of \$290,000. Simonson stated that there is an expected loss of \$150,000 to the City with or without the Ramsey County grant. The City is covering cleanup costs that have been incurred.

Mayor Martin asked the reason for the soil borings, whether for contamination or suitability for building on the west side. Mr. Simonson explained that the borings were taken for both reasons and

show very little impact for redevelopment. He added that while the neighbors may prefer a single market rate house, there would have to be some compromise if the City dropped the affordability option to at least have two residential lots so the City could recover some of the costs. He said given the size of the property, two lots is reasonable and is well within allowed density.

Marsh stated that he believes the City may be able to recoup more money with private development. He would not want to push the number of lots at this time. This may not be the right location for affordable housing, and he would like to explore private development.

Mayor Martin stated that there has been great cost to the City for over 20 years trying to resolve this problem. She would like to see development occur with the least cost damage to the City as possible and would favor further research with private developers. Perhaps one affordable home would be possible to enable the City to receive the County grant.

Withhart stated that while it is a dilemma with the neighborhood opposed to more than one lot, the City has a fiduciary responsibility to recoup as much as possible. He asked the value of the affordable homes proposed. Mr. Simonson explained that GMHC anticipates a home price of \$280,000 to \$300,000. The maximum income allowed for an affordable home would be \$65,000 for a household of four, which would only finance about a \$200,000 mortgage. That is where the \$75,000 request comes in as a second mortgage. Withhart noted that the City has heavily used TIF District No. 1 funds. If there is no affordable component, money would not be paid back to TIF No. 1.

Simonson stated that the initial goal was to remove this blighted property. A secondary goal became affordable housing partly because it is required as a redevelopment component to receive the County grant, which at the time was believed to be needed to purchase the property. However, TIF money was used instead. Since there is no urgency in a decision to be made, it is staff's recommendation to take a step back and look at other options to decide the best redevelopment opportunity for the property.

Johnson asked what the neighborhood response would be to a \$500,000 home on the property. Simonson stated that he believes some would support it, but others have already expressed not wanting to see a "McMansion" built that doesn't fit with the character of the neighborhood.

It was the consensus of the EDA for staff to explore other options through a private developer, including one or two lots and possibly an affordable component. Staff will report the result of discussions with private developers at the EDA meeting in February. Staff will also report to neighbors that their concerns are being considered and further options are being explored.

HIGHWAY CORRIDOR TRANSITION STUDY (HOISINGTON KOEGLER GROUP)

City Planner Castle introduced consultants from the Hoisington Kogler Group, Rita Trapp, Project Coordinator and Bryan Harjes, Principal with HKGi, who is experienced in urban design.

Ms. Trapp provided an update of the process for the study. The purpose of the study is to evaluate long-term potential for single-family residential homes along arterial highways. The study areas to be included are:

- Rice Street around I-694
- Hodgson between County Road F and Highway 96
- Highway 96 from City Center to MacKubin
- Hodgson north of Highway 96 to Tanglewood
- Hodgson and County Road J intersection

The project began in November and is projected to be completed by May, 2014. The report itself will not include formal recommended amendments to the City's Comprehensive Plan but a concept plan and findings that explain what exists in these areas now, explores new possibilities and develops strategies for an action plan. The first part of the study consists of a GIS analysis, meeting with Ramsey County transportation staff, a market analysis and EDA input.

The market analysis is close to completion. Short to mid-term prospects (next five years) for Shoreview shows it to be weak for commercial development. Development that is more promising would be multi-family residential with amenities that do not currently exist. There is very limited potential for high end office development because the market is driven by high profile corporate tenants seeking Class A space and location near downtown Minneapolis or the western suburbs. Owner-occupied office development is more likely by companies who already have headquarters in the north metro.

Retail/commercial growth is driven by demographic growth, which is projected at less than 1% annually for the next 5 years. A growth of only 500 people annually is projected for the area that includes Shoreview, Arden Hills, North Oaks, Lino Lakes and Vadnais Heights. The TCAAP property may or may not be a catalyst for growth in Shoreview because of the barrier if the continuing National Guard site. There are actions that can be taken to promote growth, such as regulatory changes or site assembly.

Shoreview is impacted by its geography. Barriers that impact development are Turtle Lake, the TCAAP property, the interstate, and North Oaks because of the low density. It is the number of households in sub-markets that impact growth. The greatest concentration of households is in the central part of the City, but Turtle Lake divides that area. New commercial investments are likely in businesses with new tenants rather than new development. The best locations identified for commercial development is close to existing commercial areas and areas with high adjacent traffic volume.

Office development also needs location characteristics that are similar for retail--high traffic volume and good visibility. There may be a market for medical offices or a hospital. Multi-family development was analyzed regionally. Given the City's build-out conditions, household growth in Shoreview will be accommodated by new multi-family development. The City is well situated with high-amenity sites that can capture a share of the market in small projects of 35 to 60 units. The challenge will be that multi-family development will be high end because there are not many sites available and because of construction costs. Preferred sites for high-end multi-family development would be close to employment, close to downtown areas with entertainment and retail services, recreational amenities, transit and high visibility. The best locations in Shoreview for multi-family developments are along Lexington Avenue, Rice Street and Highway 96. The strongest niche for

housing is senior housing, the fastest growing age group and the fact that residents prefer to stay in the community.

General findings from the GIS analysis shows relatively few areas of concern and no noticeable areas with concentrations of foreclosures, excessive sales in the last 5 years or rentals in single-family neighborhoods. One area of concern is aging housing stock.

Councilmember Wickstrom asked if the study will project further out than five years. Ms. Trapp explained that the steps recommended will be over a much longer time frame because it will not be possible to accomplish everything in five years.

Mr. Harjes led a discussion of each of the main areas being studied:

Rice Street/I-694: Mr. Harjes stated that the Rice Street/I-694 interchange reconfiguration is an asset for commercial development. However, the proposed roadway medians will impact access. There are two south facing parcels that may potentially be combined with the shopping center site for a larger parcel for redevelopment. It will be important to coordinate or keep informed about plans Vadnais Heights has for the east side of the roadway. The lake amenity may be something that can be used.

Mayor Martin stated that she would like to see the two parcels west possibly incorporated into shopping center at Rice and I-694 to make it a bigger more viable site.

It was the consensus of the group to include the area south of the intersection of I-694 and Rice Street in the study, although this area has been discussed for a possible separate study when the intersection is changed.

Hodgson and County Road F: Mr. Harjes stated that Hodgson is primarily a residential corridor with limited redevelopment potential. There may be spot sites for redevelopment. The County is planning an upgrade to the road with sidewalk and/or trail adjacent to the roadway. That will bring issues with trees, grades and access points. The church property is the largest site with the least intense use.

Mr. Maloney noted that although Hodgson improvements are scheduled for 2016, the County would first like to see how the I-694/Rice Street interchange impacts the roadway.

Withhart stated that the cul-de-sacs work well to redirect traffic access onto Hodgson. He noted three parcels behind the church that are owned by the church that were approved for residential development, but that development has not occurred.

Simonson stated that the biggest concern is what happens to homes that are close to Hodgson and whether they continue to be single-family homes. There could be some design recommendations coming out of this study that the City could advocate to the County when they move forward with the road project.

Highway 96: Mr. Harjes stated that Highway 96 has been improved. There is a vacant parcel immediately to the east of the funeral home. Whether the existing single-family homes along 96 will

transition to a higher density use will be analyzed in detail. The library expansion will impact the area. There is a large property to the south facing Snail Lake that could have potential.

Mayor Martin agreed and stated she would like a detailed analysis of the area south of Highway 96.

Simonson said that the property just east of the funeral home is wetland area and not suitable for development. A bigger question may be the future of the Rainbow Foods property if that store were to close and become a potential redevelopment project.

Simonson noted that the single-family home owners on the south side overlooking Snail Lake came to the City asking how the property might be transitioned, as they were seeking to sell the property back in the mid-1990s. When the study initiated the Core Area Framework Study, many of the properties had sold and the new owners did not want anything to do with a change in land use.

Mr. Harjes stated that the houses on the north side back up to single-family homes to the north. He is not sure there would be enough space to redevelop into multi-family residential with only half the block. The property west of the Community Center could be expanded parking or another access. This area may be underutilized for the roadway it is on with the civic campus and major commercial further west.

Hodgson and County Road J: Mr. Harjes stated that County Road J and Hodgson intersection currently has two gas stations. Lino Lakes has a significant wetland north of the intersection. That area of Lino Lakes is not served by sanitary sewer, and Anoka County will impose certain road conditions for redevelopment. It needs to be determined if the utility corridor owned by the St. Paul Water Utility is active or can possibly be vacated for development. Another issue is the current residential development access onto County Road J with left turns. Smaller scale senior housing has been considered or higher density residential toward County Road J. The property to the north is in Lino Lakes and not served by public sanitary sewer.

Withhart stated that if the County J interchange at I-35W becomes improved the road will become a major east/west thoroughfare. His concern is the smaller older homes along the Shoreview side of County Road J.

Hodgson/Tanglewood: Withhart stated that it is underutilized with single-family residential. Simonson noted that Hodgson/Tanglewood is a Policy Development Area (PDA) in the Comprehensive Plan, but should be updated given the proposed redevelopment of the Kozlak's property for the Applewood senior cooperative.

Johnson stated that she does not want a focus on senior housing but other types of housing for singles and young families.

Mayor Martin emphasized that proposals need to be structured so property owners understand how the plan can benefit them.

It was the consensus from the discussion that as the team looks at each study area, as much creativity as possible be brought for ideas of redevelopment.

UPDATE ON LEGISLATIVE ACTION SEEKING TIF DISTRICT NO. 1 EXTENSION

Simonson reported that a number of preliminary meetings at the House and Senate have occurred. A tour of project sites is on January 16, 2014. A bill is being drafted to be part of a public finance bill. The focus needs to be on specific future projects and not on projects that have been accomplished. A resolution is being drafted for the School Board to consider in January. A resolution is being sought from the Ramsey County Board of Commissioners. Staff is also contacting businesses who have been helped to get letters of support.

Mayor Martin stated that she has heard concern about how this TIF money will be used on a policy basis. While it is easy to point to all the wonderful projects that have been accomplished with TIF District 1 money, specific projects are needed to show how the money will be used for continued business growth.

Ms. Barsness added that another issue is that there are a number of districts in other cities that are due to expire. If this extension is granted to Shoreview, it becomes a policy issue in dealing with other requests for an extension.

UPDATES AND REPORTS

President Withhart requested that these updates be held over to the next meeting in light of the time and the Council meeting soon to begin.

ADJOURNMENT

MOTION: by Denkinger, seconded by Marsh, to adjourn the meeting at 6:44 p.m.

VOTE: Ayes - 5 Nays - 0

**MINUTES OF THE ANNUAL MEETING
OF THE
SUBURBAN RATE AUTHORITY**

January 15, 2014

Pursuant to due call and notice, the annual meeting of the Suburban Rate Authority was held at the City of Brooklyn Park, City Hall, 5200 85th Avenue North, Brooklyn Park, Minnesota 55443 on January 15, 2014, commencing at 11:30 a.m.

1. CALL TO ORDER: Executive Committee Chair, Mr. Gates, called the meeting to order.

2. ROLL CALL:

Bloomington	Jim Gates
Brooklyn Park	Kevin Larson
Edina	John Wallin
Fridley	James Kosluchar
Hastings	Tom Montgomery
Hastings	Nick Egger
Lauderdale	Heather Butkowski
Mnetonka	Corrine Heine
Maple Grove	Harlan Van Wyhe
Maplewood	Michael Thompson
Orono	Jessica Loftus
Plymouth	Doran Cote
Robbinsdale	Richard McCoy
Shoreview	Mark Maloney

Also present were SRA guests, Pat Cline and Ed Bieging and Bob Schommer of Xcel Energy, and Jim Strommen, legal counsel for the SRA. A quorum of the Board was present to transact business.

3. LED LIGHTING PRESENTATION OF XCEL ENERGY: At the invitation of the SRA, the Xcel representatives reported on the current status of its LED Outdoor Lighting Pilot Program in West St. Paul. Mr. Bieging described the plan of Xcel regarding continued testing of LED streetlight performance, including customer responses and other aspects of the project. In Minnesota, Xcel tracks and bills 195,264 streetlights and 35,000 protective area lights. The West St. Paul pilot includes 537 LED lights that are now in their second year of evaluation. Xcel has found that LED fixtures are superior to HPS lighting in luminance and are 68 percent more efficient. The issue in the changeover in LED lighting is the initial investment. LED is still about triple the cost of HPS in initial cost but coming down. Mr. Bieging predicted that 2016 or 2017 would be the "rollout" of LED street lighting on a wide scale.

Board members raised questions with Xcel regarding timing and issues such as the directive light characteristic of LED as it creates more dark areas of concerns to police. Xcel noted that it would welcome meetings with police representatives to address their concerns.

4. APPROVAL OF MINUTES: Having been previously circulated, Ms. Clancy moved to approve the quarterly minutes from the October. Mr. Van Wyhe seconded the motion which passed unanimously.

5. REPORTS OF OFFICERS: Mr. Wallin reported on the status of the SRA as of December 31, 2013. He noted that members had fully paid their assessments and a modest surplus carried over to 2014. Mr. Wallin also conveyed the proposal of MMKR to audit the operations of SRA. It proposed audit services for \$3,500, \$100 more than the previous year. Mr. Maloney moved to accept the report of the treasurer. Mr. McCoy seconded the motion which passed unanimously. A motion on the MMKR proposal was deferred until consideration of claims later in the meeting.

6. COMMUNICATONS: Mr. Strommen had no communications to report since the last meeting.

7. ELECTION OF 2014 EXECUTIVE COMMITTEE: Following the opportunity for further nominations to the executive committee, Mr. Gates moved approval of the following slate of Executive Committee members for 2014:

Jeannine Clancy – Chair
Jim Gates – Vice Chair
John Wallin – Treasurer

Jim Willis
Jim Keinath
Kevin Larson
Doran Cote

Mr. Thompson seconded the motion which passed unanimously. The Board thanked Jim Gates and Tom Montgomery for service as Chair and Executive Committee member, respectively.

8. XCEL ENERGY OUTAGE PROCEEDING: Mr. Strommen reported that Xcel has made a proposal to comply with the PUC's order of August 12, 2013 to provide credits from April 1, 2010 through the date of the order. Xcel has now agreed to provide credits through December 31, 2013 for outages that were under five minutes.

Mr. Strommen had additional questions and suggestions for Xcel and reported that he met with representatives of Xcel last week to finalize the proposed Xcel compliance. It will carry the opportunity to augment the proposed number of credits that Xcel will make to its customers. Xcel has explained that it will use an averaging method for proposed credits to eligible customers. Customers will receive a notice and will be allowed to provide information that they had a greater number of outages than Xcel's proposed credit total. Xcel has expressed its intent to provide these credits during the first half of 2014.

The Board expressed an interest in making certain that the notices from Xcel of the proposed outage formula be sent to city managers or administrators rather than departments that may not

review actual outages that could augment the amount of credits the city is entitled to. It was suggested that the email list serve for city attorneys also be used to notify city attorneys of this process.

9. XCEL ENERGY AGREEMENTS WITH MUNICIPALITIES ON UNDERGROUNDING COST: Mr. Strommen updated the Board on meetings held with Xcel regarding a better accounting system when cities pay for the undergrounding of distribution facilities rather than employing the city requested facility surcharge on ratepayers. As previously discussed, the problem to be addressed is the lack of accountability and true up provided by Xcel when cities choose to pay for underground distribution facilities. The SRA has made clear that the single page Xcel contract requiring an estimated cost payment without reporting on actual costs is unacceptable. Xcel has agreed to change the format. Xcel is now stating that in February there will be a proposed new agreement.

10. CENTERPOINT ENERGY RATE CASE: Mr. Strommen reported that the CPE case is in evidentiary hearings this week. The SRA has sponsored testimony through Jim Kosluchar regarding the process used and public safety and cost considerations when CPE abandons gas facilities. Mr. Strommen explained that the PUC asked for information on the process and CPE's compliance with it. Mr. Kosluchar was able to speak to that issue from the municipal perspective. The SRA and CPE agree on the benefits of an abandoned gas facility removal process carried out by the city and reimbursed by CPE as a ratepayer expense. This process improves safety and reduces taxpayer cost by eliminating abandoned gas facilities that may delay construction in later public improvement projects in the area of the abandoned facilities.

Mr. Strommen reported that CPE has requested a \$44 million rate increase and, among other things, seeks to raise the fixed customer charge for residential customers from \$8 a month to \$15 a month. Mr. Strommen noted that he will also be criticizing a customer survey that purports to support such a significant increase in the customer charge. The other main issue involves matters of revenue decoupling that are being addressed by the state agencies.

11. XCEL ENERGY ELECTRIC RATE CASE: Mr. Strommen reported that in November Xcel filed another multi-year rate case for increases in 2014 and 2015. As set forth in the memo to the Board, the requested increase for 2014 is \$192.7 million and for 2015 is \$98.5 million. Notably, however, Mr. Strommen reported that Xcel is seeking no increase in street lighting rates for either the 2014 or 2015. In the 2012 Xcel Rate Case, the SRA was able to defeat the substantial increase that Xcel sought based on a purported allocation of underground distribution facilities.

Mr. Strommen also reported that, based on Board direction, he took a position on the interim rate issue that has been a source of confusion to customers with the consecutive rate cases filed by Xcel. His proposal of a reduction in the interim rate to equate with previous granted final rates was closely considered by the Commission. Ultimately, it did not adopt any modification in the interim rates that are now in place for the Xcel 2014 rate case.

Mr. Strommen also reported that Xcel, like CPE, was seeking an increase in rates to, among other things, pay for substantial overall of distribution and transmission facilities. Among other witnesses for Xcel, is a distribution facility manager discussing competitive bidding that Xcel carries out for its distribution facilities. Mr. Strommen reported that he will inquire regarding the competitive bidding process. It was noted by the Board, however, that the process required by law for cities in competitive bidding is difficult to equate with competitive bidding that can be carried out by a private company like Xcel.

12. CLAIMS. Mr. Wallin had previously circulated the bill from Kennedy & Graven for legal services totaling \$13,412.62. He noted that the carryover from 2013 was not sufficient to pay the entire amount and recommended that \$8,000 of the bill be paid. Following receipt of first half assessments, the balance of the bill will be payable. Mr. Thompson moved to pay \$8,000 of the Kennedy & Graven invoice. Mr. Montgomery seconded the motion which passed unanimously. Mr. Montgomery also moved to approve MMKR to conduct an audit of SRA operations for 2013 for \$3500. Mr. Cote seconded the motion which passed unanimously.

13. ADJOURNMENT: The meeting adjourned at 1:00 p.m.

Attest:

Chairman

Secretary

PUBLIC SAFETY COMMITTEE
January 16, 2014

CALL TO ORDER: The Public Safety meeting came to order at 7:00 p.m.
Committee introductions were made with the attendance of three new members.

ROLL CALL:

Those in attendance were: Treverse Guess, Henry Halvorson, Nicole Hertel, Jorgen Nelsen, Marc Pelletier, Edward Povlinski, Gil Schroepfer, Walter Johnson, Terry Schwerm, Dave Matteson and 3 coworkers (Allina), and Ty Sheriden (Sheriff's Patrol Commander).

APPROVAL OF MINUTES: Minutes of the November 21, 2013 meeting were approved.

CITIZENS' COMMENTS: None

ALLINA TRANSPORT:

- Dave Matteson noted that the housing for the area ambulance has been delayed a month or two because of a need for a conditional use permit to remodel the chosen building, located behind Carrol's Furniture in Arden Hills.
- Education requirements for paramedics and EMTs are changing. This will affect their personnel as well as training they do for the Lake Johanna Fire Department. The state hasn't announced new standards yet, but a transitional course for recertification will be required.
- They have worked with fire departments on safety issues in fighting "junk house" fires where access is very difficult. The Ramsey County Fire Chiefs are sponsoring a three hour course on the topic for firefighters who want to take it.

FIRE DEPARTMENT:

- No report

SHERIFF'S REPORT:

- Ty Sheriden reported that grants for special projects or purchasing equipment are drying up and to continue to update electronics, for instance, is of concern. The Sheriff's Office will present cost information to the City Managers for the contract cities. Terry Schwerm noted that it will probably be incorporated in the yearly contracts.
- There is a new crime scene processor as well as a new unit specializing in computer and phone use to aid investigators.
- Schwerm reviewed the overall relationship between the contract cities and Sheriff noting that the cities make up roughly 20% of the total Sheriff's operations.
- Sheriden reviewed the new 10 hour shift program for deputies. It was first tried with the sergeants and it worked out well, so he tried it with the deputies too. There was no real resistance and they seem to like the arrangement.

- They have 4 days on duty and 4 days off. This results in an extra 123 hours that must be worked during the year, and there are a number of options for the deputies to choose including training, fill-in for vacations or sick personnel etc. Both overtime and sick time was reduced among the sergeants and it is likely to be true for the rest of the deputies too. However, this year 5 people were on extended leave or light duty making it difficult to accurately compare costs between the last two years.
- Patrol shifts are 6 am.-4 pm., 4 pm.-2 am. and 8 pm.-6 am. The shift overlap is sometimes helpful if extra help is needed. The greatest number of cars normally on the streets is ten from 8 pm. to 2 am. The fewest, five, from 2 am. until 6 am.
- Other changes were noted. For more fluid flow of nearest cars to a call, strict city patrol zones are no longer used, however the contract cities are grouped into areas east and west of Rice Street. The dispatcher's office has set up a grid of all the cities that is helpful to them in sending nearest available units.
- A question led to an overview of how costs among the contract cities are established. Schwerm noted that costs were primarily related to the number of calls in a city. It balances out pretty well and is a cost effective approach. He will bring details of the contract to the next meeting.
- Q: Are there any trends. A: Sometimes pockets of activity which stop after a while. No real gang trends here. Crime statistics seem stable from year to year.
- Schwerm reported receiving complaints about people parking in fire lanes at schools and the parking of school buses near the Youth and Family Services alternate school at Lexington and Harriet that blocked intersection views. He reported back to the person that he has contacted the school to see if they could change the bus parking pattern and noted that the parking in fire lanes was often by a parent going in for a moment, perhaps to pick up a sick child. The fire chief was not too concerned about that kind of thing.

NEW BUSINESS:

OLD BUSINESS:

Jorgen Nelson brought up the past discussion of the committee's mission statement. Terry Schwerm handed out the May, 1996 statement along with a suggested new statement. The committee was asked to look it over for discussion and recommendation at our next meeting. Additionally it was pointed out that the providers have been considered ex-officio members. That provision should probably be removed.

For clarity it was suggested membership be defined as 7 to 9 council appointed citizens who shall be voting members. MOTION MADE by Marc Pelletier to adopt this, seconded by Ed Povlinski. MOTION PASSED..

LAISON REPORT: None

ADJOURNMENT: The meeting adjourned at 8:40 p.m.

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

Date	Description	Amount
01/21/14	Accounts payable	\$76,251.12
01/23/14	Accounts payable	\$842,725.16
01/27/14	Accounts payable	\$59,536.19
01/30/14	Accounts payable	\$208,944.04
02/03/14	Accounts payable	\$324,397.03
Sub-total Accounts Payable		\$ 1,511,853.54
01/24/14	Payroll 126334 to 126389 965449 to 965648	
Sub-total Payroll		
TOTAL		\$ 163,998.89

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

02/03/14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110			\$382.57	\$382.57
ATKINS, WILLIAM	REFUND CLOSING OVRPYMT-3495 CHATSWORTH	601	36190			003	\$25.01	\$25.01
AUTO NATION FORD WHITE BEAR LA	INS CLAIM PC28033:UNIT 301 RUNNING BOARD	260	47400	4340			\$490.78	\$490.78
BSN SPORT INC	VOLLEYBALL ADJUSTABLE SCOREKEEPER	225	43510	2170		010	\$125.02	\$125.02
CENTURY COLLEGE	PPLP COURSES AT CENTURY 2014	101	42050	4500			\$995.00	\$995.00
COORDINATED BUSINESS SYSTEMS	MITA LASER MAINTENANCE	101	40550	3860		004	\$162.58	\$162.58
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 12/26/13	601	45050	3220		001	\$18.45	\$36.90
		602	45550	3220		001	\$18.45	
ELIFEGUARD, INC	WHISTLES/LANYARDS/CPR MASKS	220	43800	2200		002	\$147.51	
		220	43800	2200		001	\$137.77	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.33	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.33	\$15.33
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.31	\$15.31
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.21	\$16.21
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.21	\$16.21
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.34	\$15.34
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.29	\$15.29
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.31	\$15.31
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.17	\$16.17
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.18	\$16.18
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.30	\$15.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.29	\$15.29
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	CONTINENTAL BREAKFAST - MNDOT	220	43800	2591		003	\$172.28	\$172.28
HAAPALA, JEANNE	REIMBURSE EMPL BANK FEES/PAYROLL ERROR	101	40500	4890		005	\$12.00	\$12.00
HEALTH PARTNERS	HEALTH INSURANCE: FEB 2014	101	20410				\$53,476.26	\$53,476.26
HEALTH PARTNERS	HEALTH INSURANCE: FEB 2014	101	20411				\$509.88	\$509.88
HEALTH PARTNERS	HEALTH INSURANCE: FEB 2014	101	20411				\$509.88	\$509.88
JEFF SMITH LLC	WINTER 2014 TAEKWONDO SESS.A INSTRCTR FEE	225	43530	3190			\$1,625.00	\$1,625.00
KRONSTEDT, KEVIN	REFUND CLOSING OVRPYMT-4151 SYLVIA COURT	601	36190			003	\$18.03	
LEE HOMES	REFUND CLOSING OVRPYMT-554 SUZANNE AVE	601	36190			003	\$36.80	\$36.80
LIFEGUARD STORE, THE	LIFEJACKETS & CPR MANIKINS	220	43800	2200		002	\$544.54	\$1,087.89
		225	43520	2170		002	\$23.40	
		220	43800	2200		001	\$259.98	
		225	43520	2170		001	\$129.98	
		225	43520	2170		003	\$129.99	
MEETINGS NORTHWEST	TERRA 2014 MALONEY-WESOLOWSKI-CURLEY	101	42050	4500			\$450.00	\$450.00
MN DEPT OF HEALTH	STATE CONNECTION FEE-10/1/13 TO 12/31/13	801	21820				\$13,527.00	\$13,527.00
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$493.33	
TARGET COMMERCIAL INVOICE	BINGO SUPPLIES	225	43590	2174		003	\$54.00	\$54.00
VAUGHAN, FREDERICK	REFUND CLOSING OVRPYMT-811 AMBLE ROAD	601	36190			003	\$211.88	\$211.88
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,201.26	\$1,201.26

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
							Total of all invoices:	\$76,251.12

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: FEBRUARY 2014	101	20412				\$1,951.13	\$1,951.13
C & E HARDWARE	BATTERIES	601	45050	2280		005	\$8.99	\$8.99
C.S. MCCROSSAN, INC.	RED FOX RD PAYMENT 5 12-04	572	47000	5900			\$230,255.64	\$230,255.64
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 01-24-14	101	21720				\$9,518.84	\$9,518.84
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:01-24-14	101	20420				\$134.75	\$134.75
CORINNE, JOHNSON	PASS REFUND	220	22040				\$100.00	\$100.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:01-24-14	101	20418				\$5,580.00	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 11-08-13	101	20431				\$376.65	\$584.98
		101	20432				\$208.33	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 01-24-14	101	20431				\$69.26	\$69.26
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.27	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.27	\$15.27
HAUG, ZELPHA	PASS REFUND	220	22040				\$13.93	\$13.93
HENDERSON, JANET	SMART DRIVER (2/5)	220	22040				\$28.00	\$28.00
HOFFARD, THERESA	MILEAGE REIMBURSEMENT	101	40200	4890		001	\$48.16	\$48.16
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:01-24-14	101	21750				\$5,558.62	\$5,558.62
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:01-24-14	101	20430				\$460.00	\$460.00
INTERNATIONAL CODE COUNCIL INC	REGION III SESSION 314 & 355/MARSHALL	101	44300	4500			\$280.00	\$280.00
KURKOWSKI, SANDY	FACILITY REFUND	220	22040				\$50.00	\$50.00
MALOY, JOSH	PASS REFUND	220	22040				\$140.00	\$140.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:01-24-14	101	20435				\$217.50	\$217.50
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:01-24-14	101	20420				\$35.00	\$35.00
MN STATE PATROL, CMV SECTION	2014 VEHICLE INSPECTION DECALS	701	46500	2220		001	\$44.00	\$44.00
NAGAI, JOHN	FACILITY REFUND	220	22040				\$300.00	\$300.00
NORTH VALLEY INC	2013 ST REHAB CP13-02 & 03 PYMNT NO 4	575	47000	5900			\$479,793.01	\$479,793.01
NORTHSTAR INSPECTION SERVICE I	INSPECTION SERVICES JAN 2014	101	44300	3190			\$487.50	\$487.50
ORKIN EXTERMINATING CO INC.	PEST CONTROL CC	220	43800	3190			\$166.89	\$166.89
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:01-24-14	101	21740				\$29,604.65	\$29,604.65
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTION:01-24-14	101	21740				\$246.10	\$246.10
RICE CREEK, VILLAGE AT	FACILITY REFUND	220	22040				\$50.00	\$50.00
ROSS, MELANIE	SWIM MERIT BADGE	220	22040				\$44.00	\$44.00
SCHREIBER, LARRY	PASS REFUND	220	22040				\$100.00	\$100.00
SHOREVIEW SENIOR LIVING	EROS/INSP RED 4710 CUMBERLAND RES 14-5	101	22030				\$6,393.00	\$9,178.00
		101	22020				\$2,785.00	
SHORT ELLIOTT HENDRICKSON, INC	OWASSO - VICTORIA - E CONSTRUCTION	571	47000	5910			\$8,122.69	\$8,122.69
SORENSEN, LYNN	PASS REFUND	220	22040				\$140.00	\$140.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:01-24-14	101	21710				\$22,912.32	\$59,152.08
		101	21730				\$29,357.26	
		101	21735				\$6,882.50	
U S BANK	ENDORSEMENT STAMPS	101	40500	2010		008	\$170.90	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:01-24-14	101	20420				\$60.00	\$60.00

Total of all invoices: \$842,725.16

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AARP A/O WILLIAM GILLIES	AARP DRIVER SAFETY COURSE (1/21)	225	43590	3174		003		\$440.00	\$440.00
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$140.03	
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$68.68	\$68.68
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$40.61	\$40.61
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$446.35	\$446.35
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$107.94	\$107.94
AMSAN BRISSMAN KENNEDY	REPAIR SUPPLIES CC	220	43800	2240		001		\$127.80	\$127.80
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$1,742.66	\$1,742.66
AUSTINSON, JOHN	BASKETBALL REF JAN 13	225	43510	3190		002		\$69.00	\$69.00
B & H PHOTO.COM	MINI TRIPOD	220	43800	2180		002		\$7.99	\$7.99
BAUDVILLE.COM	AWARD CEREMONY SUPPLIES	101	40210	4890		004		\$41.45	\$41.45
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$20.07	\$20.07
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$19.95	\$19.95
C.S. MCCROSSAN, INC.	PAYMENT 6 12-04 RED FOX RD	572	47000	5900				\$31,746.00	\$31,746.00
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES	230	40900	3190		002		\$158.85	\$158.85
COMCAST.COM	MODEM 2 INTERNET CHARGE	230	40900	3190		002		\$130.55	\$130.55
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES	230	40900	3190		002		\$158.85	\$158.85
DELTA DENTAL	DENTAL COVERAGE:FEB 2014	101	20415					\$6,727.72	\$7,044.57
		101	20411					\$316.85	
ENGBLOM, DEBRA R.	MILEAGE REIMBURSEMENT/GFOA MEETING	101	40500	4500		004		\$9.97	\$9.97
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		001		\$162.22	\$162.22
GOEBEL, JAY	DODGEBALL REF JAN 15 & 22	225	43510	3190		005		\$75.00	\$75.00
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$63.10	\$63.10
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$259.65	\$259.65
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$65.44	\$65.44
GREEN MILL PIZZA	EDA MEETING SUPPLIES	240	44400	3190				\$108.28	\$108.28
HANSON, JAMES	BROOMBALL REF JAN 20	225	43510	3190		003		\$60.00	\$60.00
HAWKINS, INC.	POOL & WHIRLPOOL CHEMICALS	220	43800	2160		001		\$1,812.19	\$1,812.19
HILL, NICOLE	MILEAGE REIMBURSEMENT/MEETING	240	44400	3270				\$18.66	\$18.66
HORIZON COMMERCIAL POOL SUPPLY	REPAIR/ROCK WATERFALL FILTER	220	43800	2200		003		\$281.03	\$281.03
HORIZON COMMERCIAL POOL SUPPLY	SPA ENZYME	220	43800	2160		001		\$495.41	\$495.41
KOZLAK'S ROYAL OAK RESTAURANT	SHORELINERS LUNCH	225	43400	2180				\$462.20	\$462.20
LEAGUE OF MN CITIES INS TRUST	INS CLAIM: BRANT 09/26/2013	260	47400	4340				\$972.10	\$972.10
LIFEGUARD STORE, THE	WATER MANIKIN	220	43800	2200		002		\$645.00	\$645.00
LOADBALANCER.ORG INC.	SERVER LOAD BALANCING SOFTWARE	101	40550	2180		002		\$3,890.00	\$3,890.00
MASTER-LINK SPORTS INC	FITNESS EQUIPMENT REPAIR	220	43800	3890				\$579.00	\$579.00
MATHESON TRI-GAS INC	CO2 FOR WHIRLPOOL	220	43800	2160		002		\$96.57	\$96.57
MINNESOTA GFOA.COM	MONTHLY MEETING: ENGBLOM	101	40500	4500		003		\$15.00	\$15.00
MINNESOTA GFOA.COM	MONTHLY MEETING: MALONEY	101	40500	4500		003		\$15.00	\$15.00
NIHCA	NIHCA MEMBERSHIP	220	43800	4330		004		\$277.32	\$277.32
NOYES, BRIAN	BASKETBALL REF JAN 13	225	43510	3190		002		\$69.00	\$69.00
PARTY CITY	AWARD CEREMONY SUPPLIES	101	40210	4890		003		\$81.17	\$81.17
PLUMBMASTER, INC	REPAIR SUPPLIES CC	220	43800	2240		001		\$46.22	\$46.22
ROSEVILLE, CITY OF	LICENSE TABS RENEWAL/TWO TRAILERS	701	46500	4330				\$32.00	\$32.00
SENSIBLE LAND USE COALITION	SENSIBLE LAND USE MEETING: HILL/CASTLE	101	44100	4500				\$96.00	\$96.00
SHORT ELLIOTT HENDRICKSON, INC	RR QUIET ZONE STUDY	101	42050	3190				\$3,005.76	\$3,005.76
SHURE INC.	SOUND ADAPTORS FOR COUNCIL CHAMBERS	101	40200	4890		001		\$24.55	\$24.55
SIGNCAD SYSTEMS, INC.	SIGNCAD SOFTWARE MAINTENANCE	101	40550	3860		002		\$902.50	\$902.50
SORENSEN, MATTHEW	BASKETBALL REF JAN 20	225	43510	3190		002		\$69.00	\$69.00
SPORTS AUTHORITY	GRIP REPLACEMENT TAPE FOR PULL UP BAR	220	43800	2180				\$36.38	\$36.38
SUBWAY	NEW YEARS EVE EVENT SUPPLIES	225	43580	2172		002		\$289.24	\$289.24

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SWEENEY, FALLON	VOLLEYBALL REF JAN 14 & 21	225	43510	3190		010	\$90.00	\$90.00
TARGET COMMERCIAL INVOICE	AWARD CEREMONY SUPPLIES	101	40210	4890		003	\$17.29	\$17.29
TASTE OF SCANDINAVIA	EDA SUPPLIES	240	44400	3190			\$33.59	\$33.59
TAULBEE, JOSH	DEPOSIT FOR SLICE PERFORMACE	270	40250	3190		001	\$1,800.00	\$1,800.00
WILSON, DION	BASKETBALL REF JAN 20	225	43510	3190		002	\$69.00	\$69.00
Total of all invoices:							\$59,536.19	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
APPLETON, BARB	ACTIVITY REFUND	220	22040				\$59.00	\$59.00
BANDT, LAURA	TENNIS - BEGINNERS	220	22040				\$10.83	\$10.83
BARTKAITIS, RENALDAS	SAFETY - LIFEGUARD T	220	22040				\$504.00	\$504.00
BUDNICKI, LINDA	PASS REFUND	220	22040				\$79.61	\$79.61
C & E HARDWARE	PAINT SUPPLIES	601	45050	2280		005	\$36.45	\$36.45
CURLEY, DANIEL	UNIFORM PANTS	101	42200	3970		002	\$16.12	\$64.48
		601	45050	3970		002	\$16.12	
		602	45550	3970		002	\$16.12	
		603	45850	3970		002	\$16.12	
DICKERSON, STEPHANIE	TENNIS - BEGINNERS	220	22040				\$10.83	\$10.83
DICKERSON, STEPHANIE	TENNIS - BEGINNERS	220	22040				\$7.51	\$7.51
DISTRICT PIONEERS, VIKING	FACILITY REFUND	220	22040				\$126.00	\$126.00
DOEPNER, CARMA	FACILITY REFUND	220	22040				\$300.00	\$300.00
ENGINEERING MINNESOTA MAGAZINE	ENG MN MAGAZINE 2 YEAR SUBSCRIPTION	101	42050	4330			\$35.00	\$35.00
GAO, XIAOJUAN	TENNIS - BEGINNERS	220	22040				\$9.17	\$9.17
GASB	2014 GASB SUBSCRIPTION	101	40500	4330		003	\$225.00	\$225.00
GOVERNMENT FINANCE OFFICERS AS	GAAFR REVIEW NEWSLETTER	101	40500	4330		003	\$50.00	\$50.00
GOVERNMENT FINANCE OFFICERS AS	GFOA ANNUAL DUES ESPE	101	40500	4330		004	\$225.00	\$225.00
GOVERNMENT FINANCE OFFICERS AS	GFOA ANNUAL DUES MALONEY	101	40500	4330		004	\$150.00	\$150.00
GREATER METROPOLITAN HOUSING C	ADMIN FEES/RIDGE CRK RD & HANSON RD	307	44100	4890			\$1,600.00	\$1,600.00
HOYT, LEONORE	TENNIS - PEEWEES	220	22040				\$18.34	\$18.34
JAEDIKE, COLIN	TUMBLING TODDLER&PAR	220	22040				\$47.50	\$47.50
KAVATHEKAR, RAHUL	TENNIS - PEEWEES	220	22040				\$9.17	\$9.17
KRAUSE, MONAYA	TENNIS - PEEWEES	220	22040				\$9.17	\$9.17
LIGHTBODY, DAVID	TENNIS - PEEWEES	220	22040				\$9.17	\$9.17
METROPOLITAN COUNCIL	SEWER SERVICE-FEBRUARY 2014	602	45550	3670			\$150,952.26	\$150,952.26
NEOFUNDS BY NEOPOST	POSTAGE FOR POSTAGE MACHINE	101	40200	3220			\$3,000.00	\$3,000.00
OFFICE DEPOT	SUPPLIES LESS CREDIT MEMO 694460713001	101	40200	2010		002	\$5.58	\$5.58
OFFICE DEPOT	DEPOSIT BAGS LESS CREDIT 694460809001	220	43800	2010		001	\$64.48	\$257.94
		101	43400	2010			\$64.48	
		101	40500	2010		008	\$64.49	
		601	45050	2010		001	\$64.49	
OFFICE DEPOT	BUDGET COVERS LESS CREDIT694460984001	101	40500	2010		008	\$70.39	
OFFICE DEPOT	CALCULATOR SUPPLIES	101	40200	2010		002	\$11.40	\$11.40
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002	\$411.87	\$580.08
		101	40500	2010		008	\$168.21	
OFFICE DEPOT	CLEANING SUPPLY FOR VAULT	101	40500	2010		008	\$12.04	
OFFICE DEPOT	OFFICE SUPPLY LESS CREDIT 694460519001	101	40200	2010		002	\$256.47	\$350.47
		101	40800	2180			\$94.00	
OFFICE DEPOT	OFFICE SUPPLY LESS CREDIT 694459530001	101	40200	2010		002	\$9.49	
RICHTER, PAULA	TENNIS - BEGINNERS	220	22040				\$9.17	\$9.17
RICOH USA, INC.	LEASE CITY HALL COPIERS	101	40200	3930		002	\$2,562.87	\$2,562.87
SLOTNESS, DIANA	TENNIS - BEGINNERS	220	22040				\$9.17	\$9.17
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003	\$1,105.41	\$1,385.41
		101	43710	3210			\$245.75	
		601	45050	3210			\$34.25	
THEILACKER, ROXANNE	SPORTS GAMES- ISLAND	220	22040				\$38.00	\$38.00
U.S. BANK	2007B PAYING AGENT FEES	319	48150	6200			\$375.00	
U.S. BANK	2010B PAYING AGENT FEES	380	48200	6200			\$21.89	\$425.00
		601	48300	6200			\$193.76	
		602	48300	6200			\$153.89	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
		603	48300	6200				\$55.46	
UNIVERSITY OF MINNESOTA	SHADE TREE COURSE DUNN/CURLEY/SCHAUM	101	42050	4500				\$540.00	
UNIVERSITY OF MINNESOTA	MN TRANSPORTATION CONFERENCE-MALONEY M	101	42050	4500				\$300.00	\$300.00
WALSH, JAMIE	TENNIS - PEEWEES	220	22040					\$10.83	\$10.83
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001		\$64.13	\$64.13
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610				\$7,212.34	\$7,212.34
XCEL ENERGY	STREET LIGHT: ELECTRIC	604	42600	3610				\$15.47	\$15.47
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610				\$1.50	\$1.50
XCEL ENERGY	LIFT STATIONS: ELECTRIC	603	45850	4890		003		\$44.50	\$44.50
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610				\$305.71	\$305.71
XCEL ENERGY	COMMUNITY CENTER: ELECTRIC/GAS	220	43800	2140				\$15,792.78	\$22,823.97
		220	43800	3610				\$7,031.19	
XCEL ENERGY	BOOSTER STATION: ELECTRIC	601	45050	3610				\$228.68	
XCEL ENERGY	SIRENS: ELECTRIC	101	41500	3610				\$11.36	\$11.36
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610				\$1,225.09	\$4,791.98
		701	46500	2140				\$3,566.89	
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610				\$32.81	
XCEL ENERGY	SIGNAL SHARED W/ARDEN HILLS: ELECTRIC	101	42200	3610				\$28.44	\$28.44
XCEL ENERGY	WATER TOWERS: ELECTRIC	601	45050	3610				\$93.41	\$93.41
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/NORTH OAKS:ELECT	101	42200	3610				\$23.76	\$23.76
XCEL ENERGY	WELLS: ELECTRIC/GAS	601	45050	3610				\$3,890.42	\$5,051.39
		601	45050	2140				\$1,160.97	
XCEL ENERGY	PARKS: ELECTRIC/GAS	101	43710	3610				\$1,360.23	
		101	43710	2140				\$1,930.72	\$3,290.95
XCEL ENERGY	LIFT STATIONS: ELECTRIC	602	45550	3610				\$404.80	
YURTTAS, NESE	TENNIS - BEGINNERS	220	22040					\$9.17	\$9.17
ZHANG, LI YING	TENNIS - BEGINNERS	220	22040					\$18.34	\$18.34
Total of all invoices:								\$208,944.04	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ABLE HOSE & RUBBER INC.	HOSE FOR UNIT 306	701	46500	2220		002		\$93.00	\$93.00
ALLEN, DEANNE	MINUTES - 1/13 CC, 1/20 CC	101	40200	3190		001		\$400.00	\$400.00
APPLIED MAINTENANCE SUPPLIES	SHOP SUPPLIES	701	46500	2180		001		\$327.74	\$327.74
APPLIED MAINTENANCE SUPPLIES	SHOP SUPPLIES	701	46500	2180		001		\$41.85	\$41.85
APPLIED MAINTENANCE SUPPLIES	SHOP SUPPLIES	701	46500	2180		001		\$45.74	\$45.74
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003		\$145.18	\$145.18
AUDIO VIDEO ELECTRONICS	SOUND SYSTEM - WEDELL ROOM	459	43800	5300				\$26,474.53	\$26,474.53
AUDIO VIDEO ELECTRONICS	SOUND SYSTEM - WEDELL ROOM	459	43800	5300				\$500.00	\$500.00
AUDIO VIDEO ELECTRONICS	COUNCIL CHAMBERS AUDIO-VISUAL UPDATES	230	40900	5800				\$515.01	\$515.01
BARSNESS, KIRSTIN	TIF CONSULTING-JANUARY 2014	240	44400	3190				\$1,706.25	\$3,106.25
		307	44100	4890				\$1,400.00	
BATTERIES PLUS - ROSEVILLE 029	BATTERIES FOR AUTO START REMOTE	101	43710	2180				\$9.96	\$9.96
BAUER BUILT TIRE AND BATTERY I	TIRES FOR 328D MOWER	701	46500	2230		002		\$102.86	
BURNSVILLE, CITY OF	2014 MLC ANNUAL DUES	101	40100	4330		004		\$6,357.25	\$6,357.25
BWBR ARCHITECTS	COMMUNITY CENTER REMODEL	439	43800	5910				\$10,700.73	\$10,700.73
C & E HARDWARE	SUPPLIES FOR BUCKET TRUCK	701	46500	2220		002		\$19.99	\$19.99
CDW GOVERNMENT, INC	VIRTUAL DESKTOP LICENSES	101	40550	3860		018		\$1,175.57	\$1,175.57
CDW GOVERNMENT, INC	UPS FOR MAINT CENTER IT ROOM	101	40550	3860		004		\$1,296.82	\$1,296.82
CDW GOVERNMENT, INC	UPS BATTERY FOR MAINT CENTER IT ROOM	101	40550	3860		004		\$498.76	\$498.76
DART PORTABLE STORAGE	MCGUIRE PROPERTY PURCHASE	307	44100	4890				\$180.00	\$180.00
ENVIROTECH SERVICES INC	2001 GAL OF CALCIUM CHLORIDE	101	42200	2181		002		\$1,960.98	\$1,960.98
FACTORY MOTOR PARTS COMPANY	PARTS FOR UNIT 304	701	46500	2220		001		\$119.53	\$119.53
FRATTALONE COMPANIES, INC.	MCGUIRE HOUSE DEMOLITION	307	44100	4890				\$24,250.00	\$24,250.00
GOPHER STATE ONE-CALL	ANNUAL FEE	601	45050	3190		004		\$50.00	\$100.00
		602	45550	3190		001		\$50.00	
GRAINGER, INC.	SHOP SUPPLIES	701	46500	2180		001		\$48.96	\$48.96
GREENHAVEN PRINTING	JAN/FEB SHOREVIEWS NEWSLETTER	101	40400	3390		001		\$4,790.00	\$7,271.90
		101	40400	3220		001		\$2,481.90	
H & L MESABI, INC.	PLOW BLADE & BOLTS	701	46500	2180		001		\$365.00	\$365.00
H & L MESABI, INC.	PLOW BLADES	701	46500	2180		001		\$427.10	
HERC-U-LIFT	SERVICE & REPAIR PARTS FOR SKY JACK LIFT	701	46500	2220		002		\$91.55	
		701	46500	3190		002		\$307.50	\$399.05
INDUSTRIAL DOOR COMPANY, INC	OVERHEAD GARAGE DOOR SERVICE CALL	701	46500	3196		001		\$208.56	\$208.56
INTERNATIONAL CITY/CO MGMT ASS	MEMBERSHIP DUES - SCHWERM	101	40200	4330		002		\$1,138.16	
LARKIN HOFFMAN DALY & LINDGREN	TIF LEGISLATION	307	44100	4890				\$14,268.39	\$14,268.39
LITTLE FALLS MACHINE INC.	PLOW BOLTS & NUTS	701	46500	2180		001		\$244.15	\$244.15
LITTLE FALLS MACHINE INC.	WING CYLINDER FOR UNIT 208	701	46500	2220		001		\$1,919.53	\$1,919.53
METRO CITIES	2014 MEMBERSHIP DUES	101	40100	4330		002		\$8,157.00	\$8,157.00
MINNESOTA DEPT OF PUBLIC SAFET	HAZARDOUS CHEMICAL INVENTORY FEE	601	45050	2160		001		\$100.00	\$100.00
MINNESOTA DEPT OF PUBLIC SAFET	CHEMICAL INVENTORY FEE WELL 6	601	45050	2160		001		\$100.00	\$100.00
MINNESOTA STREET SUPT. ASSOC.	MEMBERSHIP RENEWAL/DUNN & CURLEY	101	42200	4500		002		\$100.00	\$100.00
MN DNR ECO-WATERS	WATER APPROPRIATION PERMIT FEES	601	45050	3190		006		\$14,072.12	\$14,072.12
MN DNR ECO-WATERS	WATER USE REPORT/FEE SUCKER LAKE	603	45900	3190		001		\$140.00	\$140.00
MPSTMA	MEMBERSHIP DUES/CHAPMAN & RUDE	101	43710	4890				\$75.00	\$75.00
MTI DISTRIBUTING, INC	PARTS FOR 328D'S MOWERS	701	46500	2220		002		\$22.84	\$22.84
MTI DISTRIBUTING, INC	PARTS FOR 328D'S MOWERS	701	46500	2220		002		\$146.23	\$146.23
MUNICI-PALS ATTN CAROL AMMERMA	2014 DUES	101	40200	4330		005		\$25.00	\$25.00
NORTH AMERICAN SALT COMPANY	130.94 TONS OF SALT	101	42200	2181		001		\$8,862.03	\$8,862.03
NORTH AMERICAN SALT COMPANY	162.19 TONS OF SALT	101	42200	2181		001		\$10,977.02	\$10,977.02
OFFICE DEPOT	BATTERY	101	40200	2010		002		\$25.48	\$25.48
OFFICE DEPOT	SUPPLIES LESS CREDIT MEMO 691982801-001	101	40200	2010		002		\$23.84	\$23.84

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
OFFICE DEPOT	ENVELOPES FOR SUMMER DISCOVERY	225	43535	2170		002		\$67.26	\$67.26
OFFICE DEPOT	DEPOSIT SUPPLIES	101	40500	2010		008		\$27.99	\$27.99
OFFICE DEPOT	ADDRESS LABELS	101	40200	2010		002		\$113.38	\$170.07
								\$56.69	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002		\$215.73	
		101	40210	2180				\$18.99	\$242.90
		101	40550	2010		001		\$8.18	
PERMITWORKS	PERMITS SOFTWARE SUPPORT PLAN	101	40550	3860		014		\$5,980.00	\$5,980.00
PLUNKETT'S PEST CONTROL, INC	PEST CONTROL AT MAINTENANCE CENTER	701	46500	3196		001		\$1,001.24	\$1,001.24
RAMSEY COUNTY	LAW ENFORCEMENT SERVICES - JANUARY 2014	101	41100	3190		001		\$160,469.99	\$160,469.99
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330				\$134.16	\$134.16
RICOH USA INC.	PRINTER SUPPLIES FOR RICOH 821 PRINTER	101	40550	3860		004		\$470.82	
SAFETY SIGNS	SIGNS FOR LEXINGTON WATER MAIN BREAK	601	45050	3190		004		\$399.20	\$399.20
SHORT ELLIOTT HENDRICKSON, INC	ANNUAL BRIDGE INSPECTION - CONSULTING	101	42200	3190				\$1,310.98	\$1,310.98
SPRINT	CELL PHONE	101	44300	3190				\$40.00	\$930.15
		601	45050	3190				\$220.00	
		101	40200	3210				\$670.15	
SWANK MOTION PICTURES, INC.	FRIDAY NIGHT FLIX MOVIE LICENSE	225	43590	3173		001		\$1,543.60	\$1,543.60
TARGET COMMERCIAL INVOICE	HRC POSTER CONTEST SUPPLIES	101	40100	4890				\$501.67	\$501.67
TOTAL TOOL SUPPLY INC	TOOLS	701	46500	2400		006		\$72.85	\$72.85
TWIN SOURCE SUPPLY	HAND TOWELS/MAINT CENTER	701	46500	2183		004		\$295.29	
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$39.31	\$157.23
		601	45050	3970		001		\$39.31	
		602	45550	3970		001		\$39.31	
		603	45850	3970		001		\$19.65	
		701	46500	3970		001		\$19.65	
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$38.30	\$153.20
		601	45050	3970		001		\$38.30	
		602	45550	3970		001		\$38.30	
		603	45850	3970		001		\$19.15	
		701	46500	3970		001		\$19.15	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$64.09	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$49.23	\$49.23
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970				\$60.00	\$60.00
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$46.04	\$46.04
VERIZON WIRELESS	CURLEY CELL PHONE 1/11-2/10/14	601	45050	3190				\$54.62	
WHITE BEAR LAKE, CITY OF	RAMSEY COUNTY GIS USER ANNUAL FEE	101	40550	4330		001		\$2,522.74	\$2,522.74
ZAHL-PETROLEUM MAINTENANCE CO	GREASE GUN	701	46500	2400		006		\$132.60	\$132.60
Total of all invoices:									\$324,397.03

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	38,988	return to mike s
Vendor number	02581 1	2013
Vendor name	C.S. MCCROSSAN, INC.	
Address	7865 JEFFERSON HIGHWAY BOX 1240 MAPLE GROVE, MN 55311-6240	

Date	Comment line on check	Invoice number	Amount
12-18-13	RED FOX RD PAYMENT 5 12-04	5	\$248,663.64

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
572 47000 5900	\$248,663.64
	230,255.64

Jamie corrected amount in system \$230,255.64

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,622	please return check to Glen
Vendor number	02589 1	2014
Vendor name	NORTH VALLEY INC	
Address	20015 IGUANA STREET NW SUITE 100 NOWTHEN, MN 55330	

Date	Comment line on check	Invoice number	Amount
01-22-14	2013 ST REHAB CP13-02 & 03 PYMNT NO 4	1	\$479,793.01

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

Return to: Glen

Account Coding	Amount
575 47000 5900	\$479,793.01

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher
 City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

2013



Voucher Number	39,664	return to mike
Vendor number	02581 1	2014
Vendor name	C.S. MCCROSSAN, INC.	
Address	7865 JEFFERSON HIGHWAY BOX 1240 MAPLE GROVE, MN 55311-6240	

Date	Comment line on check	Invoice number	Amount
01-24-14	PAYMENT 6 12-04 RED FOX RD	6	\$31,746.00

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
572 47000 5900	\$31,746.00

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,719
Vendor number	00416 1 2014
Vendor name	METROPOLITAN COUNCIL
Address	PO BOX 856513 MINNEAPOLIS MN 55485-6513

Date	Comment line on check	Invoice number	Amount
01-03-14	SEWER SERVICE-FEBRUARY 2014	1029369	\$150,952.26

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: _____

Account Coding	Amount
602 45550 3670	\$150,952.26

Is sales tax included on invoice? **Not Taxable**

If no, amount subject to sales use tax \$ _____

Reviewed by: Debbie Engblom
 (signature required) Debbie Engblom

Approved by: Terry Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
4600 Victoria Street North
Shoreview MN 55126

2013

Vendor number	10206 1
Vendor name	XCEL ENERGY
Address	PO BOX 9477 MINNEAPOLIS MN 55484-9477

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

Return to:

Voucher	Date	Comment line on check	Invoice number	Account coding	Amount
39,730	01-13-14	COMMUNITY CENTER: ELECTRIC/GAS	5148429483	220 43800 2140 220 43800 3610 VOUCHER TOTAL:	15,792.78 7,031.19 \$22,823.97
39,733	01-08-14	MAINTENANCE CENTER: ELECTRIC/GAS	5143177739	701 46500 3610 701 46500 2140 VOUCHER TOTAL:	1,225.09 3,566.89 \$4,791.98
39,729	01-14-14	TRAFFIC SIGNALS: ELECTRIC	5162326923	101 42200 3610	\$305.71
39,731	01-08-14	BOOSTER STATION: ELECTRIC	5100100164806	601 45050 3610	\$228.68
39,728	01-09-14	LIFT STATIONS: ELECTRIC	5172997607	603 45850 4890 003	\$44.50
39,726	01-14-14	STREET LIGHT: ELECTRIC	5100101858261	604 42600 3610	\$15.47
39,732	01-07-14	SIRENS: ELECTRIC	5155157183	101 41500 3610	\$11.36
39,727	01-14-14	SLICE OF SHOREVIEW: ELECTRIC	5168772674	270 40250 3610	\$1.50
Total:					28,223.17

2013 bills taxable at 6.875%

Is sales tax included on invoice?	Included
If no, amount subject to sales use tax	\$

Reviewed by: Deuglelon
(signature required) Debbie Engblom

Approved by: Terry Schwerm
(signature required) Terry Schwerm

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,531
Vendor number	00815 1 2013
Vendor name	AUDIO VIDEO ELECTRONICS
Address	10900 73RD AVE N STE 124 MAPLE GROVE MN 55369

Date	Comment line on check	Invoice number	Amount
01-15-14	SOUND SYSTEM - WEDELL ROOM	0002755-IN	\$26,474.53

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
459 43800 5300	\$26,474.53

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$

Reviewed by: Terri Hoffard
 (signature required) Terri Hoffard

Approved by: Terry Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	39,534		
Vendor number	01337 2	2014	
Vendor name	RAMSEY COUNTY		
Address	90 PLATO BLVD W. PO BOX 64097 ST. PAUL MN 55164-0097		

Date	Comment line on check	Invoice number	Amount
01-15-14	LAW ENFORCEMENT SERVICES - JANUARY 2014	SHRFL-001271	\$160,469.99

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41100 3190 001	\$160,469.99

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

Reviewed by: Terri Hoffard
 (signature required) Terri Hoffard

Approved by: Terry Schwerm
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

LICENSE APPLICATIONS

Moved by Councilmember

Seconded by Councilmember

To approve the License Applications as listed on the attached report dated February 03, 2014.

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

February 03, 2014
Regular Council Meeting

CITY OF SHOREVIEW - LICENSE APPLICATIONS
February 03, 2014

LICENSE #	BUSINESS NAME	TYPE
2014-C20	Three Trees Horticulture	Tree Trimmer
2014-C21	Central MN Tree Service	Tree Trimmer

The above licenses are recommended for approval:



License/Permit Clerk

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the contract with Jacci Kresbsbach as the 2014 Slice of Shoreview Days Event Coordinator.

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

Regular Council Meeting
February 3, 2014

TO: MAYOR AND CITY COUNCIL

**FROM: JESSICA RILEY
COMMUNITY CENTER MANAGER**

DATE: FEBRUARY 3, 2014

**SUBJECT: 2014 SLICE OF SHOREVIEW DAYS EVENTS COORDINATOR
AGREEMENT**

INTRODUCTION

In 2007 the City Council agreed to contract with an Event Coordinator for the Slice of Shoreview Days. This organizational change was necessary because the City could no longer provide a financial contribution to a volunteer organization. Therefore the Slice of Shoreview Days officially became a City sponsored activity and a contract Event Coordinator was hired to work with the Slice of Shoreview Days volunteers. The City Council is being asked to again contract with Jacci Krebsbach as the Event Coordinator for the 2014 Slice of Shoreview Days event.

DISCUSSION

For more than 20 years, the Slice of Shoreview Committee has coordinated an annual civic community festival known as the "Slice of Shoreview Days". The major focus of this event is a three-day festival held at Island Lake Park, located at I-694 and Victoria Street. The festival includes entertainment, arts and crafts, food vendors, carnival, car show, fireworks, the Slice of Shoreview parade and other family-fun activities. The City of Shoreview has entered into a contract with Jacci Krebsbach as the Event Coordinator since 2007 and is proposing to continue this practice for the 2014 Slice of Shoreview Days event.

The Event Coordinator will be responsible for the following:

- Soliciting members and working with the Slice of Shoreview Days Committee. The Coordinator will determine the exact nature of the role of the Slice Committee.
- Soliciting financial support from individuals, businesses and organizations including sponsorships of certain events. All donations, purchases and expense reimbursement will be managed and processed by the City in accordance with the State law and City policies.
- Coordinating the following events or arranging for them to be conducted by other cooperating organizations:

1. Art & Craft Fair
2. Carnival
3. Commercial & Non Profit Displays
4. Entertainment
5. Fireworks Display
6. Food Vendors
7. Parade
8. Auxiliary Events and;
9. Taste of Shoreview event

According to the agreement, the City would pay the Event Coordinator \$6600 for planning, organizing and operating the Slice of Shoreview Days in 2014. Long-time event coordinator Jacci Krebsbach will continue to serve in this role.

RECOMMENDATION

Based on the foregoing information, it is recommended that the City Council enter into a contract with Jacci Krebsbach as the 2014 Slice of Shoreview Days Event Coordinator.

Slice of Shoreview Days Event Coordinator Contract

For more than 20 years, the Slice of Shoreview Committee has coordinated an annual civic community festival known as the "Slice of Shoreview Days". The major focus of this event is a three-day festival held at Island Lake Park, located at I-694 and Victoria Street. The festival includes, among other activities, entertainment, arts and crafts, food vendors, carnival, car show, fireworks, talent show and the Slice of Shoreview parade. The City of Shoreview acting through the City Council has determined that it is in the best interest of the City to enter into a contract with Jacci Krebsbach to coordinate the Slice of Shoreview Days event in 2014.

This Agreement is made to be effective the 3rd day of February, 2014, by and between the City and Jacci Krebsbach, here in after referred to as "Event Coordinator".

Terms of Agreement:

1. The Event Coordinator will:
 - a. Plan, organize and conduct, in cooperation with the City staff, the Slice of Shoreview Days, which shall run Wednesday, July 23 through Sunday, July 27, 2014, at Island Lake Park and certain other locations within the City.
 - b. Be responsible for soliciting members and working with, a Slice of Shoreview Days Committee. The Slice of Shoreview Days Committee is an independent committee and is not affiliated in any way with the City in any manner whatsoever. The exact nature of the role of the Slice of Shoreview Days Committee shall be determined by the Event Coordinator.
 - c. Recruit, select, train and manage volunteers as are necessary to conduct the Slice of Shoreview Days.
 - d. Schedule, organize and conduct all meetings, if any, of the Slice of Shoreview Days Committee.
 - e. Advertise and promote the Slice of Shoreview Days.
 - f. Secure all necessary governmental permits for the Slice of Shoreview Days, including the parade and seek approval of street closings and other required action, and otherwise comply with all governmental regulations.
 - g. Arrange and work with public safety for the event.
 - h. Solicit financial support from individuals, businesses and organizations including sponsorships of certain events. All donations and expense reimbursement will be channeled through, managed and processed by the City. The Event Coordinator will follow the City's purchasing policies. All contracts must be approved and signed by the City Manager. The Event Coordinator shall not be entitled to any reimbursement for expenses unless approved by the City.

- i. Coordinate the following events or arrange for them to be conducted by other cooperating organizations during the Slice of Shoreview Days event
 1. Art & Craft Fair
 2. Carnival
 3. Commercial & Non Profit Displays
 4. Entertainment
 5. Fireworks Display
 6. Food Vendors
 7. Parade
 8. Auxiliary Events; and
 9. Taste of Shoreview event
2. The Event Coordinator will undertake the work of this agreement as an independent contractor and not as an employee of the City. Neither the Event Coordinator, nor any other person, specifically including those who are serving on the Slice of Shoreview Days Committee, shall be considered or deemed to be agents or employees of the City for any purposes including, but not limited to, income tax withholding, workers' compensation and unemployment compensation as a result of this Agreement. The City shall determine the scope of work to be done by the Event Coordinator, but the Event Coordinator shall determine the legal means by to accomplish the required.
3. After the event is completed, the Event Coordinator may make recommendations to the City for honorariums to be paid to key event personnel. Honorariums will be dependent upon funds needed for the following year and the funds remaining in the account. Honorariums may be issued at the sole discretion of the City and not issued until the City receive a final estimated event cost.
4. All services and activities conducted by the Slice of Shoreview Days shall be on a nondiscriminatory basis and in full compliance with all state and federal civil and human rights laws, regulations and rulings.
5. The term of this contract shall be from February 3, 2014, through December 31, 2014.
6. In exchange for the above services, the City of Shoreview agrees to pay the Event Coordinator a sum of **\$6,600.00 (six thousand six hundred dollars)**, which payment shall be made in two installments. First installment will be made on or by May 15, 2014, and the second installment will be made on or by August 31, 2014.
7. The Event Coordinator's rights and responsibilities under the Agreement shall not be assignable by the Event Coordinator.
8. The Event Coordinator shall perform its work at its own risk. The Event Coordinator shall indemnify and hold harmless the City, its agents, and employees from any and all liability arising out of the death or injury to any person, damage to property, or any other claim arising from, or related to, the Event Coordinator's performance of the provisions of the Agreement.

9. This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. This Agreement may be modified only by a writing signed by both parties.

10. The Event Coordinator shall furnish the City with current certificates of coverage, and proof of payment therefore, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the City may require from time to time.

The undersigned have read and understand the terms of this agreement and agrees to abide by its terms.

CITY OF SHOREVIEW

EVENT COORDINATOR

Sandra C. Martin, Mayor

Jacci Krebsbach

Date: _____

Date: _____

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN

DATE: JANUARY 30, 2014

SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

The following escrow reductions have been prepared and are presented to the City Council for approval.

BACKGROUND

The property owners/builders listed below have completed all or portions of the erosion control and turf establishment, landscaping or other construction in the right of way as required in the development contracts or building permits.

662 Birch Ln S Certificate of Survey no longer required

RECOMMENDATION

It is recommended that the City Council approve releasing all or portions of the escrows for the following properties in the amounts listed below:

662 Birch Ln S William Dwyer \$ 1,000.00

PROPOSED

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

HELD FEBRUARY 3, 2014

* * * * *

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 February 3, 2014 at 7:00 p.m. The following members were present:

and the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 14-9

**RESOLUTION ORDERING ESCROW REDUCTIONS
AT VARIOUS LOCATIONS IN THE CITY**

WHEREAS, various builders and developers have submitted cash escrows for erosion control, grading certificates, landscaping and other improvements, and

WHEREAS, City staff have reviewed the sites and developments and is recommending the escrows be returned.

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

The Shoreview Finance Department is authorized to reduce the cash deposit in the amounts listed below:

662 Birch Ln S	William Dwyer	\$ 1,000.00
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The motion for the adoption of the foregoing resolution was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted this 3rd day of February, 2014.

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To appoint Steve Solomonson as the Planning Commission Chair and Pat Schumer as the Planning Commission Vice Chair for the 2014 Calendar year.

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

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

Regular City Council Meeting
February 3, 2014

TO: Mayor, City Council, City Manager

FROM: Kathleen Castle, City Planner

DATE: January 30, 2014

SUBJECT: Appointment of Chair and Vice Chair – Planning Commission

The City Code requires the City Council appoint the Chair of the Planning Commission. At their January 28th meeting, the Planning Commission considered appointments for Chair and Vice Chair for the 2014 Calendar year. Steve Solomonson and Pat Schumer expressed interest in continuing as Chair and Vice Chair for 2014. After some discussion, the Commission recommended with a 6 to 0 vote that the City Council appoint Steve Solomonson as Chair and Pat Schumer as Vice Chair. It is recommended that the Council confirm these appointments.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve the attached Application for Exempt Permit for bingo at St. Odilia Church on March 28, 2014.

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

TO: MAYOR AND COUNCILMEMBERS

FROM: TERRI HOFFARD
DEPUTY CLERK

DATE: JANUARY 31, 2014

SUBJECT: APPLICATION FOR EXEMPT PERMIT

St. Odilia Men's Club has submitted the attached application for a turkey bingo event to be held on March 28, 2014.

State gambling regulations specify that such requests may be approved by the state unless the local unit of government passes a resolution prohibiting the activity. Similar requests have been reviewed and approved by the Shoreview City Council in the past.

Staff recommends that the City Council approve this Application for Exempt Permit.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that: - conducts lawful gambling on five or fewer days, and - awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.	<p>Application fee (non refundable)</p> If application is postmarked or received 30 days or more before the event \$50 ; otherwise \$100 .
--	---

ORGANIZATION INFORMATION

Organization name <i>Church of St. Odilia</i>	Previous gambling permit number <i>X-62107</i>
--	---

Minnesota tax ID number, if any <i>24942</i>	Federal employer ID number (FEIN), if any <i>41-0837655</i>
---	--

Type of nonprofit organization. Check one.

Fraternal
 Religious
 Veterans
 Other nonprofit organization

Mailing address <i>3495 Victoria St. N.</i>	City <i>Shoreview, MN</i>	State <i>MN</i>	Zip code <i>55126</i>	County <i>Ramsey</i>
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Name of chief executive officer [CEO] <i>Fr. Phillip Rask</i>	Daytime phone number <i>651-484-6681</i>	E-mail address <i>rask@stodilia.org</i>
--	---	--

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

IRS' income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]
 If your organization falls under a parent organization, attach copies of **both** of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Church of St. Odilia

Address [do not use PO box] <i>3495 Victoria St. N.</i>	City or township <i>Shoreview, MN</i>	Zip code <i>55126</i>	County <i>Ramsey</i>
--	--	--------------------------	-------------------------

Date[s] of activity. For raffles, indicate the date of the drawing.
Bingo - 3/28/14

Check each type of gambling activity that your organization will conduct.

Bingo*
 Raffle
 Paddlewheels*
 Pull-tabs*
 Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].
 The application is denied.

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.
 The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
 The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.

[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature *Phillip J. Rank* Date 1/24/2014

Print name Phillip J. Rank

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
 - all gambling conducted on one day.
- Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

a copy of your proof of nonprofit status, and
 application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Resolution No. 14-10 and approve the following requests submitted by Lugene Olson, Hummingbird Floral and Gifts, to convert the existing mixed use office/residential building at 4001 Rice Street to a retail use. Said approval is subject to the following conditions.

Comprehensive Plan Amendment

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

Planned Unit Development – Development Stage

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

This approval is based on the following findings:

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

ROLL CALL: AYES _____ NAYS _____

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

Regular City Council Meeting
February 3, 2014

TO: Mayor, City Council, City Manager

FROM: Kathleen Castle, City Planner

DATE: January 30, 2014

SUBJECT: File No. 2513-14-03, Comprehensive Plan Amendment and Amendment to Planned Unit Development, Olson/Hummingbird Floral - 4001 Rice Street

REQUEST

Lugene Olson, the owner of Hummingbird Floral and Gift, has entered into a purchase agreement to acquire the property at 4001 Rice Street for her business. The conversion of this mixed use office/residential structure to retail requires the following approvals from the City.

- 1) Comprehensive Plan Amendment changing the designated land use from OFC, Office to C, Commercial
- 2) Amendment to the Planned Unit Development to convert the structure to a retail commercial use for the floral and gift shop.

Please see the submitted plans.

BACKGROUND

In Fall of 2012, the property owner, Joycelyn Company, Ltd received approval to rezone the property from OFC, Office to PUD, Planned Unit Development to convert the office building into a mixed-use structure with office and residential land uses. The primary use, based on intensity, remained office and was consistent with the OFC, Office land use designation in the Comprehensive Plan. Improvements were made to the structure with a portion of the office building converted to one residential dwelling unit. The structure has since been marketed for sale and Lugene Olsen of Hummingbird Floral and Gifts has entered into a purchase agreement to acquire the property and convert the lower level to retail use and retain the upper level for storage.

PROJECT DESCRIPTION

The property is triangular in shape with .75 acres, bounded by Hodgson Road on the west and Rice Street on the east. This location is adjacent to a church and commercial center, Gramsie Square. Residential condominiums, Shoreview Estates, are located across Hodgson Road and across Rice Street is a residential area located in the City of Vадnais Heights. The building is approximately 5,400 square feet in size, with 2,400 square feet dedicated to office space and the remaining 3,000 square feet the residential dwelling unit. An off street parking area with 25 stalls is also on-site and has access to both Rice Street and Hodgson Road. The zoning designation is PUD for the mixed office and residential use. The Comprehensive Plan also designates this property for office uses.

The applicant is proposing to convert the lower level of the structure to the retail use and use the second floor for storage. No exterior changes are proposed with the exception of signage and a small outdoor display area.

DEVELOPMENT CODE

The applications have been reviewed in accordance with the criteria for a comprehensive plan amendment and planned unit development. When considering a Comprehensive Plan Amendment, the Planning Commission and City Council shall consider the property, characteristics of the adjoining planned land uses, building mass differences, traffic generation, separation and buffering, and carrying capacity of the site.

An amendment is required to an approved Planned Unit Development if there is a change in use or character of the development. Amendments are processed per the PUD - Development Stage review rules.

STAFF REVIEW

Comprehensive Plan Amendment

The applicant is asking the land use designation be changed from OFC, Office to C, Commercial for the retail use. The Office designation is intended for property located adjacent to land planned for residential uses but may also be located in areas surrounded by nonresidential uses. Professional offices, daycare centers, medical and dental clinics and similar uses are intended for these locations. Corresponding zoning districts are OFC, Office, and PUD, Planned Unit Development.

The Commercial designation is intended for a variety of service, office, restaurant, and retail uses ranging in intensity from those that serve the immediate neighborhood to those whose patrons come from outside of the community. The intensity of use chosen for a particular site, through the adoption of a zoning designation, must be compatible with the uses planned for the adjoining property. Each commercial zoning district should include performance standards for uses that would be located near property planned for residential use. Corresponding zoning districts: C-1A, Limited Retail Service; C-1, Retail Service; C-2, General Commercial; and PUD, Planned Unit Development.

The property is adjacent to institutional, low and high density residential and commercial land uses. Furthermore, it sits at the intersection of two primary roadways. In staff's opinion, the conversion of this building into commercial will not significantly and adversely impact the area if the intensity of the commercial use can be controlled. The commercial land use designation covers a wide range of commercial uses that could vary in intensity. Staff does have a concern about the use of this property for higher intensity commercial uses such as a grocery store or gas station and potential impact on the nearby residential land uses. Lower intensity retail uses that are similar in nature to professional office and service uses may be suitable for this property and not significantly impact the surrounding properties. With the PUD amendment, permitted and prohibited uses could be identified in the Development Agreement to ensure that the land use designation change does not negatively impact the surrounding properties. Language can also be added requiring any change in retail use to be reviewed via an amendment to the PUD.

Planned Unit Development – Development Stage

Again, the applicant is seeking to amend the existing PUD for this property by changing the land use from mixed use office/residential building to retail. The first floor has approximately 4,200 square feet and will be used for retail sales, flower production/preparation, conference/office and utility space. The upper floor which is approximately 1,200 square feet will be used for storage.

Regarding parking, twenty-five parking stalls are provided on site. For retail uses, a slightly higher parking ratio is required when compared to office uses. When the retail calculation is applied to the first floor and storage (warehousing) is applied to the second floor, 24 parking stalls are required. Based on this, and the information provided by the application regarding parking needs, the number of parking stalls should accommodate the proposed use.

The other issue related to the PUD was previously discussed with the Comprehensive Plan Amendment. Uses should be restricted to those retail uses that have a lower intensity to minimize impacts on the surrounding residential land uses. Any change in use or occupancy should also require an amendment to the PUD. This will be clearly defined with the PUD Development Agreement. Examples of permitted uses are a barber shop or salon, dry cleaner, gift/card shop, small scale restaurants/food service with no drive-up facilities and limited seating, office and professional services.

PUBLIC COMMENT

Property owners within 350' were notified of the request. One comment received expressed concerns regarding impact on taxes and traffic on their local roadway. Two other comments express support of the request.

PLANNING COMMISSION REVIEW

Planning Commission held the public hearing at their January 28th meeting. The Commission did discuss the limitation of uses on the property and the PUD conditions related to change of use or occupancy. Condition No. 1 was modified to clearly state that any change in use or occupancy will require an amendment to the PUD. The Commission recommended approval of this application with a 6 to 0 vote.

RECOMMENDATION

The submitted applications for the conversion of the office/residential use to retail are being presented to the City Council for action. The Comprehensive Plan Amendment to C, Commercial, may be appropriate to this site due to its proximity to other commercial uses and location on two arterial roadways. The commercial uses permitted, however, should be limited to those that are of a lower intensity due to the proximity to residential and site constraints. The PUD can be designed to restrict commercial uses on the property and require future approval for any change of use or occupancy. Staff is recommending the City Council approve the requests, including adoption of Resolution 14-10 with the following conditions attached.

Comprehensive Plan Amendment

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

Planned Unit Development – Development Stage

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

Attachments

1. Res. No. 14-10
2. Location Map
3. Aerial
4. Applicant's submitted statement and plans
5. Request for comment
6. Motion

T:/2014pcf/2513-14-03olson-hummingbird/pcmemo

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD FEBRUARY 4, 2014**

* * * * *

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 4600 North Victoria St. in said City at 7:00 PM.

The following members were present:

And the following members were absent:

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 14-10

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SHOREVIEW FOR
A COMPREHENSIVE PLAN AMENDMENT**

WHEREAS, Lugene Olson of Hummingbird Floral and Gifts, initiated a Comprehensive Plan Amendment for property located at 4001 Rice Street; and,

WHEREAS, the Comprehensive Plan Amendment changes the land use designation for the property at 4001 Rice Street from O, Office to C, Commercial; and,

WHEREAS, the Planning Commission acting in accordance with the provisions of Municipal Code Section 203, held a public hearing and reviewed the Amendment at their January 28th 2014 meeting and recommended approval; and,

WHEREAS, the City Council considered the proposal at a regular meeting on February 3rd 2014 and approved the Comprehensive Plan Amendment based on the following findings:

1. The proposed plan supports the policies stated in the Comprehensive Plan related to land use and economic development.

2. The proposed development plan will not adversely impact the planned land use of the surrounding property provided the intensity of commercial uses is limited through the PUD.

WHEREAS, the Comprehensive Plan Amendment is not effective until:

1. The Metropolitan Council approves the amendment
2. The City grants approval of the PUD - Final Stage requests; and the required agreements are executed.

NOW, THEREFORE, BE IT RESOLVED, that the Comprehensive Plan is hereby amended changing the land use designation from O, Office to C, Commercial.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this amendment shall not become effective until this approval is subject to review and approval by the Metropolitan Council.

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

and the following voted against the same:

WHEREUPON, this resolution was declared duly passed and adopted the 3rd day of February 2014.

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 3rd day of February, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to the Comprehensive Plan Amendment for 4001 Rice Street in the City of Shoreview in Ramsey County, Minnesota.

WITNESS MY HAND officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 3rd day of February, 2014.

Terry C. Schwerm, City Manager

SEAL



Hummingbird Floral and Gifts



258.0 0 128.98 258.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend



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

Notes

Comprehensive Plan Amendment
Planned Unit Development

Planned Unite Development -Development stage Application

12/28/13

House of Dreams 4001 Rice Street, Shoreview
By Lugene Olson/Hummingbird Floral & Gifts

We are requesting that the PUD be amended to allow for a low volume, retail use of the property. Hummingbird Floral & Gifts is a small, community based flower and gift shop. Its mission is to provide high quality flower arrangements, exceptional customer service and unique gifts in a boutique environment. The business is comprised of making flower arrangements, both fresh and permanent and custom baskets. We also design outdoor pots and wreaths for doors. The retail component consists of fresh flowers, small gifts, light home décor, balloons, local artist goods and unique garden items in the summer.

The heart of our business is in floral production and delivery. Over 50% of these arrangements are delivered citywide each day. We use a delivery service for all arrangements delivered outside of the NE corner of the metro area. We take those deliveries to the Midway area once per day. We deliver the rest of the arrangements to approximately 13 local zip codes and have one full time delivery vehicle.

The business employees 2 full time, and 6 part time people with several others used as over flow on major floral holidays. The part time employees have times that overlap so there are usually no more than 5 people working at one time. Sixty percent of the building will be used for cold flower storage, flower production and delivery set up, materials storage and office needs. The rest of the building will be used for customer check out and retail display. The upstairs mezzanine will be for seasonal storage only.

I believe the shop will bring a much-needed bright light to that corner. It will be well maintained with flowers and plants, and we will decorate it to reflect the seasons.

Hummingbird Floral <hummingbirdfloral@yahoo.com>
To: Kathleen Castle <kcastle@shoreviewmn.gov>

Thu, Jan 23, 2014 at 11:45 AM

Hi Kathleen ,

Hope you are managing to stay warm!!

Here is the info you requested:

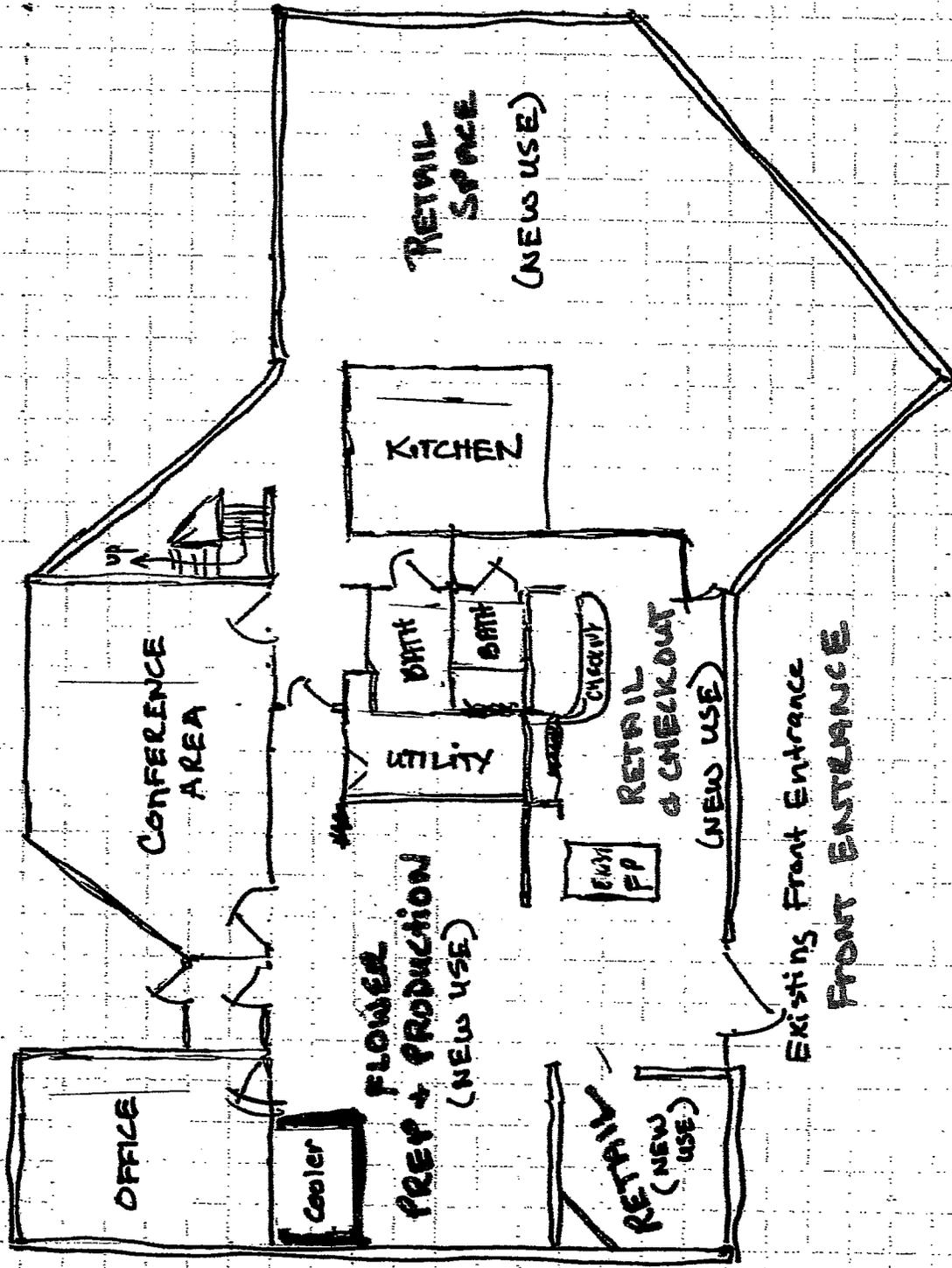
1. One delivery vehicle. On holidays we have use private cars so they are never parked overnight.
2. Hours are 8-6:30 M- F. 8:30-5 on Sat. We open for the 4 Sundays ahead of Christmas from 11-3
3. Customer traffic- typical day 5-15 people throughout the day. Peak days (Valentines and Mother's Day) 50 through out the day. On an average day we would have 3-4 people working with one car per person and the delivery van which is usually out delivering during the day. With customers we would be using between 6-9 stalls at any given time with customers and employees.
4. We would have decor (pots of flowers, wreaths and lights) on the outside of the building and in the gardens. We would put a few things for sale, like spinners, outside but they would come in when we close. There will be no outdoor displays because there is too much vandalism for a permanent display.

Let me know if you have any other questions.

Have a great day,

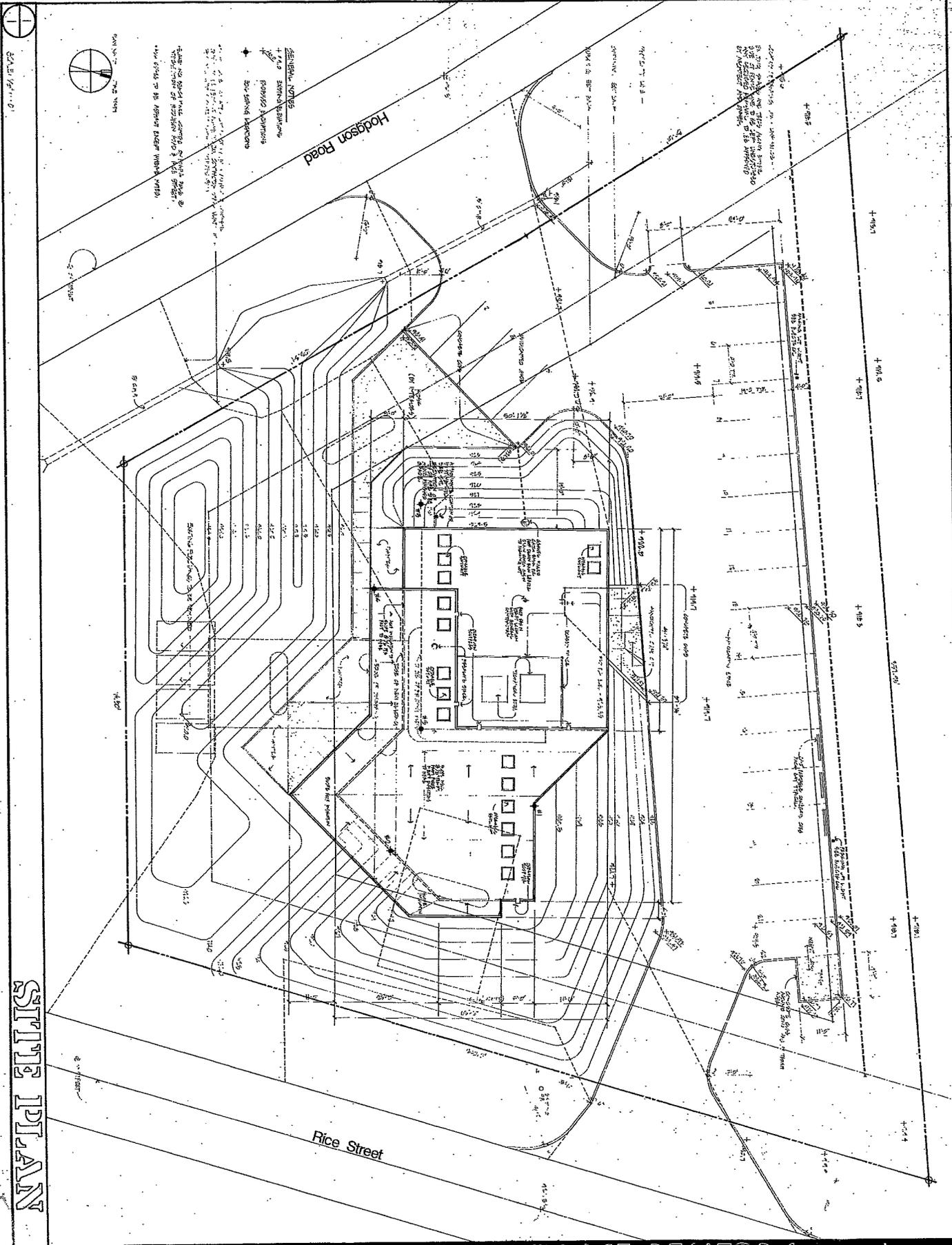
Lugene

Lugene M Olson
651-815-2398 cell
651-486-0403 work
[Quoted text hidden]



PROPOSED USE
 HUMMINGBIRD FLORAL
 12/30/13

1/4" = 3'0"



STYLE PLAN



CENTURY 21 COUNTRY VILLAGE REALTORS
THE PEOPLE WHO MAKE THINGS HAPPEN

zuber architects

an office remodeling for century 21 country village realtors / 2301 rice street / storeyville - minnesota / 55112

zuber architects inc. a corporation / 1000 north / architecture / planning / interiors / graphics / 612.884.5311 / 79th street / minneapolis - minnesota / 55420 / 612.884.5311



Kathleen Castle <kcastle@shoreviewmn.gov>

4001 Rice St.

1 message

pat.maietta@comcast.net <pat.maietta@comcast.net>

Wed, Jan 22, 2014 at 6:48 PM

To: kcastle@shoreviewmn.gov

Cc: bobm@hamernicksdecorating.com

Dear Ms. Castle:

I am thrilled that Hummingbird Floral and Gifts is considering converting the existing building at 4001 Rice Street. What a perfect fit for this prominent corner! Hummingbird has been a proven asset to our community. Myself, my husband Bob, and many of the residents of our 72 condo units, located across the street, welcome the new floral and gift shop. We look forward to the charm and convenience this will add to the neighborhood.

Sincerely,

Pat Maietta
President of Shoreview Estates Condo Association
4045 Hodgson Road
Shoreview, MN 55126

[Kathleen Castle <kcastle@shoreviewmn.gov>](#)

request for comment

2 messages

mary davis <marybensam@msn.com>
To: kcastle@shoreviewmn.gov
Cc: mary davis <marybensam@msn.com>

Sun, Jan 19, 2014 at 10:39 AM

Hi Kathleen,

We have received 2 mailers from the City of Shoreview about the proposed changes to convert the mixed used office/residential building at 4001 Rice Street.

We live in Vadnais Heights, however we are just off the main road from this building on Martin Way.

We are unclear what exactly changing the zoning of this building to commercial would mean to us. We are not able to attend the public hearing 1/28.

If the proposed change would mean ANY additional taxes for us as homeowners, then we are completely AGAINST this.

If this would mean increased TRAFFIC down our street which could potential endanger our children or our pets, then we are completely AGAINST this.

If this would mean a DECREASE in property taxes, that would be helpful.

Again, we are not understanding the ramifications of this proposal and are unable to attend the upcoming meeting.

Please advise,
Thank you,
Mary D. and family

Kathleen Castle <kcastle@shoreviewmn.gov>
To: mary davis <marybensam@msn.com>

Wed, Jan 22, 2014 at 2:04 PM

Ms. Davis - Thanks for your response. The request is to change the Comprehensive Plan land use designation from OFC, Office to C, Commercial. The zoning, Planned Unit Development, would remain the same. The change in land use designation may permit retail service type uses in this building which differs from the current professional office/residential use. The City is looking are limiting the type of commercial uses to those that are lower intensity.

Questions pertaining to property taxes should be directed to Ramsey County Department of Property Taxation, 651-266-2000. Since this property is in Shoreview, I do not believe local taxes for Vadnais Heights would be affected.

As far as traffic, there will be no impact on your local street.

Please let me know if you have any other questions.

Kathleen

Comments:

I think this would be a nice addition to our little corner of Hodgson, Gransie & Rice St.

* Please pass along my comment of the vacant house on the corner of Rice St. & Co Rd F. It is an eyesore as far as the siding & window treatments. Plant the owner clean it up and make it a pleasant corner.

Thanks

J

Name:

Sharon Newton

Address:

4045 Hodgson (unit # 319)
Shoreview Estates



LAKE JOHANNA FIRE DEPARTMENT

5545 LEXINGTON AVENUE NORTH • SHOREVIEW, MN 55126
OFFICE (651) 481-7024 • FAX (651) 486-8826

January 24, 2014

Department of Community Development
Attn: Kathleen Nordine, City Planner
4600 N Victoria Street
Shoreview, MN 55126

Site and Building Plan Review
Hummingbird Floral
4001 Rice Street
Shoreview, MN 55126

File No. 2513-14-03

- Fire Department Lock Box must remain on the building.
- Verify the use of upper loft area to determine means of egress needs.

Sincerely,

Rick Current
Fire Marshal
Lake Johanna Fire Department

PROPOSED MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

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

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. Minor changes to the Site Lease Agreement shall be reviewed and approved by the City Attorney. Any significant changes, as determined by the City Attorney, will require review and approval by the City Council.
3. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
4. This approval is contingent upon the City Council authorizing the lease with Verizon Wireless LLC, including the 20 by 30 foot equipment site, and easements for ingress and egress and utilities.
5. The site is subject to confirmation that RF emissions conform to FCC requirements. Verizon shall notify the City when the system is installed, prior to operation. A City selected RF engineer shall test RF emissions.
6. A permanent emergency power generator may be installed within the equipment shelter. The emergency power generator shall be used for emergency power only, except the times it is being run for routine maintenance, which shall not exceed thirty (30) minutes once a week between the hours of 10:00AM and 5:00PM CST, Monday through Friday, holidays excluded. The operation of the emergency generator shall comply

with City regulations pertaining to Noise (Section 209.020 of the Municipal Code).

7. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

Said approval is based on the following findings of fact:

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

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

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

***Regular City Council Meeting
February 3, 2013***

TO: Mayor, City Council, City Manager
FROM: Rob Warwick, Senior Planner
DATE: February 13, 2014
SUBJECT: WIRELESS TELECOMMUNICATIONS FACILITY PERMIT APPLICATION,
VERIZON WIRELESS LLC, 4615 VICTORIA STREET, FILE NO. 2511-14-01

Introduction

Crown Castle USA, on behalf of Verizon Wireless LLC, has submitted an application for a Wireless Telecommunications Facility (WTF) Permit to permit the collocation of a wireless telecommunications facility at the existing 150-foot monopole located at 4615 Victoria Street. The monopole is owned by Crown Castle, and subject to a ground lease with the City of Shoreview. The permit will allow the installation of antennas on the monopole and installation of a pre-fabricated equipment shelter.

Currently, Sprint, T-Mobile, and Clearwire have wireless facilities at this site. The Verizon antennas will be attached 105 feet above ground level. Concurrent with consideration of the WTF permit, the City Council will consider approval of a ground lease for a 20 by 30 foot area at the north end of the existing fenced area. A 12 by 30 foot pre-fabricated equipment shelter will be located in this leased area, and will house Verizon equipment cabinets and an emergency generator to provide back-up electricity in the event of a power outage. The application was complete on January 4, 2014.

Development Code Requirements - Wireless Telecommunications Facility Permit

The Development Code requirements include review and recommendation of the Planning Commission to the City Council, prior to approval the permit request. The review is based on specified standards and approval is contingent upon execution of a Wireless Telecommunications Tower/Antenna Agreement.

The applicable standards for a WTF are listed below. *Staff comments are italicized.*

- 1) Siting. Antennas located on or attached to existing structures are regulated by the provisions of the zoning district for each parcel. New towers shall only be located on parcels that fall within the Telecommunications Overlay District. New towers are not permitted in public rights-of-way. *The existing 150-foot communications tower is located in the R-1 District and the TOD-2 Overlay District. The tower conforms to the District regulations.*
- 2) Color, Camouflage and Architecture. All WTFs shall be camouflaged and use architectural design, materials, colors, textures, screening, and landscaping to blend in with the surrounding natural setting and built environment. If a WTF is proposed on any part of a building or structure, it must blend with the building or structure's design, architecture and color, including exterior finish. *Staff recommends a condition that the antennas match the exterior finish of the existing tower. The site lease will also include this provision.*

- 3) Landscaping. WTFs shall be landscaped with a buffer of plant materials as determined appropriate for the site by the City. Existing mature trees and other vegetation at the site shall be preserved to the maximum extent possible. *Staff believes that the site topography, and location relative to existing buildings provides sufficient visual screening for the proposed equipment shelter.*
- 4) Signs. The use of any portion of a WTF for signs or advertising other than warning or equipment information signs is prohibited. *Small signs will display required RF emissions warnings on the shelter doors.*
- 5) Lighting. Wireless telecommunication antennas or towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority. When incorporated into the approved design of the WTF, light fixtures used to illuminate ball fields, parking lots or similar areas may be attached to the tower. *No new lights are proposed.*
- 6) Setbacks. WTFs shall comply with the principal structure setbacks of the underlying zoning district and the following additional standards:
 - a) WTFs shall not encroach upon any easements unless permission is obtained from the underlying property owner and holder of the easement. *No encroachments are proposed.*
 - b) WTFs shall not be located between a principal structure and a public street. *The equipment shelter will be located within the existing fenced area of the monopole. See the discussion immediately below.*
 - c) The required setbacks may be reduced or the location in relation to a public street modified, at the sole discretion of the City, when the WTF is integrated into an existing or proposed structure such as a building, light or utility pole. *The shelter location uses a location previously occupied by a similar Nextel equipment shelter that was removed about a year ago. The location will provide access to Verizon whenever needed, and will not have any operational impacts to the City. The three existing wireless tenants at this site use outdoor cabinets on a metal platform, as shown on the site plan.*
- 7) Height.
 - a) Antennas located on an existing structure taller than the limit established by the Telecommunication Overlay District may extend up to 5 feet above the height of the structure. *The proposed antenna array will be located at the 105-foot level on the 150-foot communications tower.*
- 8) Safety/Environmental Standards.
 - a) Unauthorized Climbing. WTFs shall be designed to discourage unauthorized climbing. *The existing tower is enclosed with a 6-foot chain link fence.*
 - b) Noise. If the proposed WTF includes a back-up generator or otherwise results in significant increased sound levels, sound buffers may be required including, but not limited to, baffling,

barriers, enclosures, walls, and plantings. *The generator is located within the shelter and muffled to reduce noise when it operates. The generator must operate in compliance with the noise limitations specified in City Code, and will be used only during power outages and for routine testing on a weekly basis. Staff suggests a condition that testing occur between 10 AM and 5 PM, Monday – Friday.*

- c) Radio Frequency (RF) Emissions and Interference. WTFs must comply with Federal Communication Commission standards for RF emissions and interference. *As noted above, Verizon Wireless LLC is licensed and regulated by the FCC. The height of the antennas exceeds the height specified by the FCC for 'Categorical Exclusion', facilities that are unlikely to cause RF emissions exposures in excess of FCC guidelines. Staff recommends a condition of approval requiring Verizon to notify the City as soon as the wireless facility is operational. The City, through its RF consultant, will test RF emissions at the site to verify compliance with FCC RF emissions guidelines.*
- 9) Maintenance. All commercial towers or WTFs shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. *Site maintenance is required as one of the terms of the ground lease.*
- 10) Occupational Safety. WTFs shall comply with applicable State of Minnesota and Federal regulations for occupational exposure to non-ionizing radiation. *Staff recommends a condition requiring display of notices that identify radiation potential for employees working on the site.*
- 11) Collocation Requirements. Except as herein and after provided, WTFs within the City shall comply with the following collocation requirements: *This is a collocation, and so complies with these provisions.*
- 12) Equipment Enclosures. Equipment enclosures accessory to a commercial antenna or WTF shall comply with the following standards:
 - a) Equipment enclosures shall be of the smallest size necessary. *The proposed equipment shelter is standard size for Verizon Wireless LLC equipment.*
 - b) To the extent possible, equipment enclosures shall be located where existing trees, structures, and/or other site features screen them from view. *The equipment structures will be screened from view due to distance, intervening structures, trees and topography.*
 - c) All equipment enclosures shall be screened from view by suitable vegetation, except where non-vegetative screening (e.g., a decorative wall) better reflects and complements the character of the neighborhood. *As noted above, topography, distance, trees and buildings screen the equipment shelter from view from adjacent public streets.*

Public Comments

Mailed notice was sent to property owners within 350 feet of the subject property. Two telephone call were received in support, with the caller anticipating improvement in wireless service. Ramsey County Parks Department staff commented that construction work should be planned so that it does

not interfere with their operations, storage and parking at the ice arena. Xcel Energy commented that there is an underground gas line and locates need to occur prior to site disturbance.

Public Works Review

The proposal has been reviewed by the Director of Public Works has recommended the proposal for approval.

The proposed ground lease area will not reduce space used for maintenance activities and will not cause any operational problems.

Planning Commission Review

The Planning Commission reviewed the application at their January 28th meeting. The discussion was brief, reflecting that the proposed facility is a collocation on the existing monopole and using the space that has been vacated by the Nextel facilities.

At the meeting, the Commission requested that staff confirm the capacity of the fuel containment system for the proposed generator. The generator is designed with a fuel containment system with a 262 gal. capacity, which represents 125% of the 210 gal. fuel capacity of the generator. That capacity coupled with lease provisions regarding hazardous materials on the site should protect the City from potential environmental impacts due to the proposed generator.

Site Lease Agreement

The monopole is owned by Crown Castle, however a ground lease with the City is required for the Verizon 20- by 30-foot lease area, access easement and utility easement. An agreement has been prepared for Council approval and is attached. The lease is structured with an initial term of five years, with three five-year renewal terms, for a total term of 20 years.

Annual rent is based on the ground rent for existing tenants, and will be \$14,800 for 2014. An annual rent escalator of 5% will apply to the rent in 2015 and beyond.

Recommendation

The application has been reviewed by the Planning Commission and staff in accordance with the Development Code. Staff recommends the City Council approve the wireless facilities permit and authorize execution of the site lease agreement, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted as part of the Wireless Telecommunications Facility Permit application. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. Minor changes to the Site Lease Agreement shall be reviewed and approved by the City Attorney. Any significant changes, as determined by the City Attorney, will require review and approval by the City Council.

3. This approval will expire after one year if a building permit has not been issued and work has not begun on the project.
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7. The applicant shall enter into a Wireless Telecommunications Tower/Antenna Agreement with the City, as required.

4615 Victoria Street North



Legend



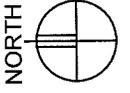
- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries

Notes

Enter Map Description

1,428.4 0 714.18 1,428.4 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



NORTH



1 SITE PLAN
SCALE: 1" = 50'

HWY 96 WEST

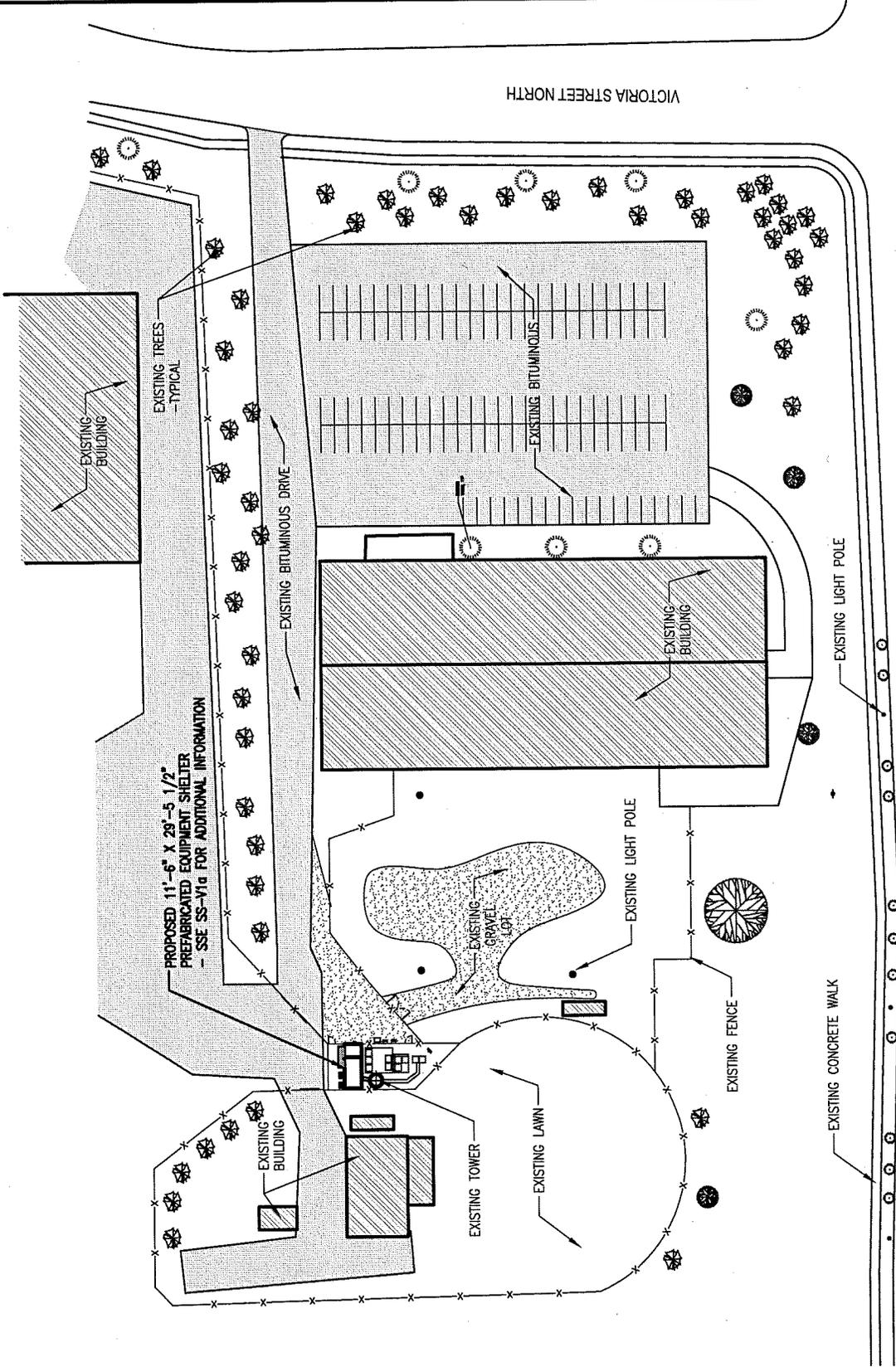
EXISTING CONCRETE WALK

EXISTING LIGHT POLE

EXISTING FENCE

EXISTING LIGHT POLE

VICTORIA STREET NORTH



PROPOSED 11'-6" X 29'-5 1/2"
PREFABRICATED EQUIPMENT SHELTER
- SSE SS-V1a FOR ADDITIONAL INFORMATION

EXISTING BUILDING

EXISTING BUILDING

EXISTING BUILDING

EXISTING TOWER

EXISTING LAWN

EXISTING GRAVEL LOT

EXISTING BITUMINOUS DRIVE

EXISTING BITUMINOUS

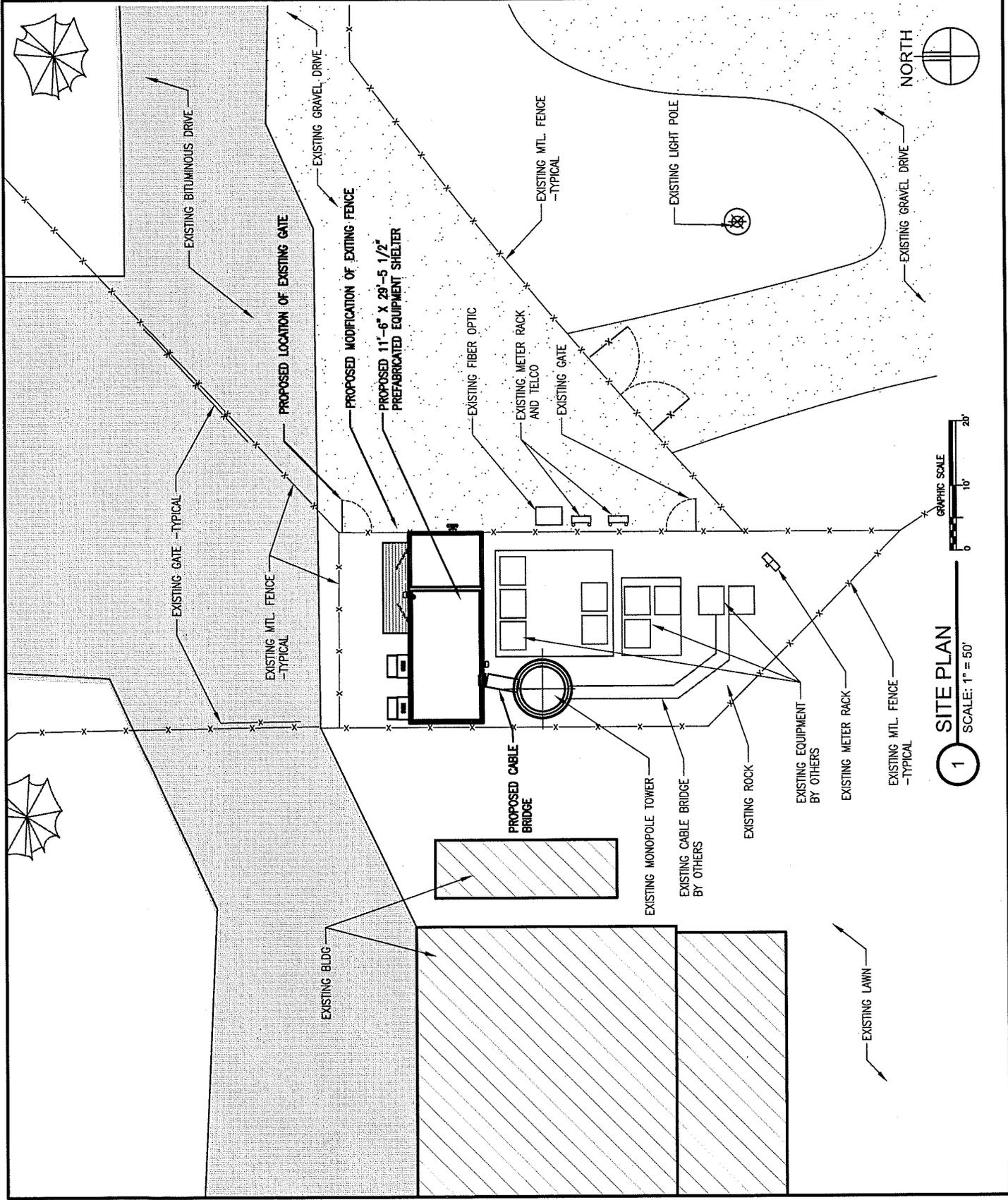
EXISTING TREES - TYPICAL

PROJECT: 20130877264
MINC
SHOREVIEW VILLAGE
N. VICTORIA STREET
SHOREVIEW, MN 55126

VERIZON
WIRELESS
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 720-0030

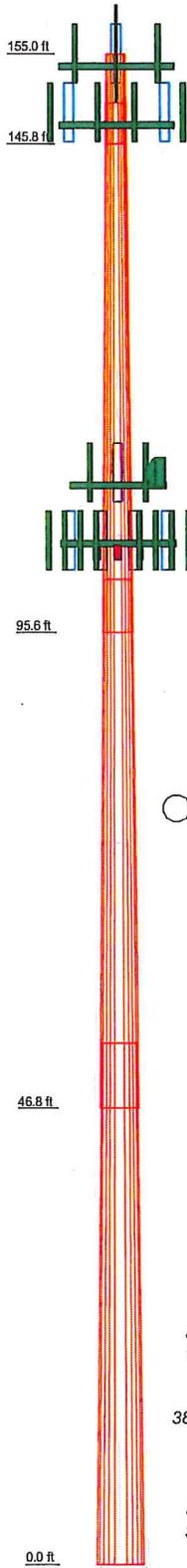
DESIGN
9873 VALLEY VIEW ROAD
FREN PRairie, MN 55344
(952) 903-9299 FAX 903-9292
ROBERT J. DAVIS, AIA
ARCHITECT

SS-V.1
DRAWN BY: KJM
DATE: 09.05.13



1 SITE PLAN
 SCALE: 1" = 50'

Section	1	2	3	4	
Length (ft)	93"	54'5"-1'02"	54'2"-1'02"	53'6"	
Number of Sides	12	12	12	12	
Thickness (in)	0.2188	0.3750	0.4063	0.4688	
Socket Length (ft)	43"	5'5"-1'02"	6'8"-1'02"	44.9613	
Top Dia (in)	24.6050	25.0351	35.1130	44.9613	
Bot Dia (in)	26.2100	37.0600	47.2700	57.0000	
Grade		A572-65	A572-65	A572-65	
Weight (K)	0.6	6.9	9.8	13.9	



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
8' Lighting Rod	155	Vx DAP I/V RF Module	111
P65-16-XLPP-RR w/ Mount Pipe	154	P65-18-XXW2-M w/ Mount Pipe	111
P90-15-XLPP-RR w/ Mount Pipe	154	Vx DAP I/V RF Module	111
RRH-C2A w/EXT FILTER	154	P65-18-XXW2-M w/ Mount Pipe	111
RRH-C2A w/EXT FILTER	154	SO 101-3	111
RRH-C2A w/EXT FILTER	154	5' x 2" Pipe Mount	111
RRH-P4	154	5' x 2" Pipe Mount	111
RRH-P4	154	5' x 2" Pipe Mount	111
RRH-P4	154	Vx DAP I/V RF Module	111
TA 602-3	154	VHLP2.5-18	111
(3) 2.375"x6" Pipe Mount	154	VHLP1-23-DW1	111
(3) 2.375"x6" Pipe Mount	154	E15S09P49	105
(3) 2.375"x6" Pipe Mount	154	(2) LNX-6515DS-VTM w/ Mount Pipe	105
P90-15-XLPP-RR w/ Mount Pipe	154	(2) WBX065X17M050 w/ Mount Pipe	105
ETW200VS12UB	148	(2) DD1900 FULL BAND MASTHEAD	105
(2) ECC1920-VPUB	148	E15S09P49	105
ASU933BTYP01	148	(2) LNX-6515DS-VTM w/ Mount Pipe	105
(2) FXFB	148	(2) WBX065X17M050 w/ Mount Pipe	105
(2) TMBXX-6517-A2M w/ Mount Pipe	148	(2) DD1900 FULL BAND MASTHEAD	105
ETW200VS12UB	148	E15S09P49	105
(2) ECC1920-VPUB	148	TA 602-3	105
FRIG	148	(2) LNX-6515DS-VTM w/ Mount Pipe	105
(2) TMBXX-6517-A2M w/ Mount Pipe	148	(2) WBX065X17M050 w/ Mount Pipe	105
ETW200VS12UB	148	(2) DD1900 FULL BAND MASTHEAD	105
(2) ECC1920-VPUB	148	TME-RVZDC-3315-PF-48 w/Mount Pipe	103
(2) FRIG	148	PM 601-3	103
TA 602-3	148	PM 601-1	103
(2) 2.375"x6" Pipe Mount	148	TME-RRUS 12 W/O SOLAR SHIELD	103
(2) 2.375"x6" Pipe Mount	148	TME-RRUS 12 W/O SOLAR SHIELD	103
(2) 2.375"x6" Pipe Mount	148	TME-RRUS 12 W/O SOLAR SHIELD	103
P65-18-XXW2-M w/ Mount Pipe	111		

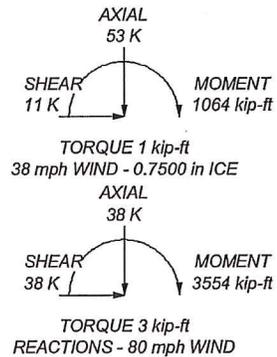
MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	65 ksi	80 ksi			

TOWER DESIGN NOTES

1. Tower is located in Ramsey County, Minnesota.
2. Tower designed for a 80 mph basic wind in accordance with the TIA/EIA-222-F Standard.
3. Tower is also designed for a 38 mph basic wind with 0.75 in ice. Ice is considered to increase in thickness with height.
4. Deflections are based upon a 50 mph wind.
5. TOWER RATING: 70.6%

Proposed Verizon Antennas, 105 feet AGL



 Tectonic 1279 Route 300 Newburgh, NY 12550 Phone: (845) 567-6656 FAX: (845) 567-8703	Job: BU# 878459	
	Project:	Client: Crown Castle
	Code: TIA/EIA-222-F	Date: 12/27/13
	Path:	Drawn by: Kenneth Widman App'd: _____ Scale: NTS Dwg No. E-1



16.04.2013 13:23

City Council:
Sandy Martin, Mayor
Emy Johnson
Terry Quigley
Ady Wickstrom
Ben Withhart



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

January 14, 2014

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, January 28, 2014 at 7:00 p.m.**, the Shoreview Planning Commission will review an application submitted by Crown Castle USA on behalf of Verizon Wireless LLC for a Wireless Telecommunications Facilities (WTF) permit proposed to be located on **the existing 150-foot communications monopole located at 4615 Victoria Street North.** Verizon provides wireless telecommunications services throughout the US, including the Twin Cities Metropolitan area.

Verizon proposes placing antennas on the existing tower. A 12 by 28 foot prefabricated equipment shelter will be used to house the equipment cabinets and an emergency power generator. Please see the attached location map and proposed plans.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Your comments should be submitted by **Thursday, January 23rd** to be included in the Planning Commission agenda packet. Comments received after that date but before the meeting date will be distributed at the Planning Commission meeting. You are also welcome to attend the meeting. The meeting is held at City Hall, 4600 N. Victoria Street in the City Council Chambers.

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

Sincerely,

Rob Warwick
Senior Planner

Comments:

PLEASE HAVE GAS LINE LOCATED PRIOR
TO INSTALLATION OF EQUIP. SHELTER.
NSP BUILDERS CALL LINE, 1-800-628-2121 OR
GOPHER STATE ONE CALL.

t:\surveys\2511-14-01 verizon 4615 victoria st.doc

Name: JEAN M. BORGÉN
Address: XCEL / NSP GAS & ELEC



Robert Warwick <rwarwick@shoreviewmn.gov>

At the monopole behind the Ice Arena

Blumer, Brett <brett.blumer@co.ramsey.mn.us>

Tue, Jan 14, 2014 at 2:32 PM

To: Robert Warwick <rwarwick@shoreviewmn.gov>

Cc: "Yungers, Jody" <jody.yungers@co.ramsey.mn.us>, "Yonke, Scott" <scott.yonke@co.ramsey.mn.us>, "McCabe, Mark" <Mark.McCabe@co.ramsey.mn.us>

Hi Rob,

Upon review it appears that there not be any issues with the construction of the new tower. Ramsey County would like to comment regarding access, and request that access by the County to that general area (the outdoor rink) of the complex will not be denied during construction or after it is complete.

When will this construction be taking place?

Thank you,

B. Gus Blumer, ASLA, PLA*Landscape Architect*

Ramsey County Parks and Recreation Department

*2015 N. Van Dyke Street**Maplewood, MN 55109**651.748.2500 Ext. 334**brett.blumer@co.ramsey.mn.us*

From: Robert Warwick [mailto:rwarwick@shoreviewmn.gov]**Sent:** Monday, January 13, 2014 4:14 PM**To:** Blumer, Brett**Subject:** At the monopole behind the Ice Arena

GROUND LEASE AND EASEMENT AGREEMENT

THIS GROUND LEASE AND EASEMENT AGREEMENT ("Lease") is dated this _____ day of _____, 201__, by and between the CITY OF SHOREVIEW, a Minnesota municipal corporation ("City"), and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, a Delaware limited liability company, with a principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("Tenant").

AGREEMENTS

1.0 **INCORPORATION OF PLANS.** Incorporated in this Agreement are those certain plans and specifications illustrated on a document consisting of Sheets _____ applicable to Verizon Site MIN Shoreview Village, attached as Exhibit A (herein "Communications Facility Plan").

2.0. **PREMISES AND EASEMENT AREAS.**

- A. **Premises.** City leases to Tenant, and Tenant leases from City, approximately _____ square feet (_____ by _____ feet) certain land owned by City located at 4615 Victoria Street North, Shoreview, MN 55126 and legally described on Exhibit B attached ("Premises"), which Premises is part of a larger parcel which is described on Exhibit B-1 attached ("Land").
- B. **Access Easement.** The City hereby conveys a non-exclusive access easement to the Premises from Victoria Street over an existing unimproved driveway. The access easement is described on Exhibit C attached. Termination of Tenant's lease will automatically terminate the access easement rights hereby granted. The City shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. The City shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways.
- C. **Utility Easement.** The City hereby conveys a non exclusive Utility Easement to the Premises from Highway 96. The Utility Easement is described on Exhibit C-1 attached. Termination of Tenant's lease will automatically terminate the Utility Easement rights hereby granted.

3.0. **USE OF PREMISES.** Tenant may use the Premises for any lawful activity in connection with the provision of communications services, which is in compliance with the terms of this Lease, in compliance with the City's Wireless Telecommunication Tower Regulations, and in compliance with the terms of any permits or agreements issued pursuant to such regulations. In the event of a conflict between various agreements and regulations, the most restrictive term shall apply. In particular, the Premises may be used for the following purposes:

- A. Installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing Tenant's communications equipment, all of which are referred to as the "Communications Facility", as shown on Exhibit A, and consist of the following:
1. Any and all antenna, dishes and/or grids as shown on Exhibit A ("Antenna") which have been installed on an adjacent PCS Tower and for which Tenant has received authorization from the owner/operator of the PCS Tower.
 2. Transmission lines and mounting and grounding hardware ("Transmission Lines").
 3. An 12 by ____ foot pre-fabricated equipment shelter containing, with limitation, telecommunications equipment consisting of base station(s), wireless communication equipment, switch(es), power supply(ies), battery(ies), and accessories ("Communications Shelter").
- B. Tenant or any of Tenant's agents or contractors may install the Communications Facility. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable provided that such alterations are in substantial compliance with the "Communications Facility Plan" and that Tenant first obtains all required permits. Tenant may not make any alterations or additions, which are not in substantial compliance with the Communications Facility Plan without City's prior approval, which approval shall not be unreasonably withheld, delayed, denied or conditioned.
- C. Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to City twenty-four (24) hours a day, seven (7) days a week, at no charge. City grants to Tenant, and Tenant's agents, employees, contractors, guests and invitees, a nonexclusive right and easement for pedestrian and vehicular ingress and egress across the Land as may be described generally in Exhibit C, and a non-exclusive right and easement for utilities across the Land as may be described generally in Exhibit C-1.

4.0. **LEASE TERM.**

- A. Primary Term. The primary term ("Primary Term") of this Lease will be for approximately five (5) years commencing on the date Tenant starts construction of its facility, or May 1, 2014, whichever first occurs, (the "Commencement Date"), and end on April 30, 2019 ("Initial Term").
- B. Extended Term. Tenant is granted the option to extend the Primary Term of this Lease for three (3) additional periods of five (5) years each ("Renewal Term"), provided Tenant is not then in default under this Lease. Each of Tenant's options to renew will be deemed automatically exercised without any action by either party unless Tenant gives written notice of its decision not to exercise any option(s) to City before expiration of the then current term.

- C. Sprint Spectrum Lease. The parties acknowledge that the Premises and/or Communications Facility are located on property previously leased by the City to Sprint Spectrum, LP, a Delaware limited partnership ("Sprint"), and subsequently assigned to Global Signal Inc./Crown Castle LLC. The Sprint lease permits the City to enter into additional leases for applicants who intend to use the tower constructed on the site by Sprint/Crown Castle. Tenant needs to obtain consent from Sprint/Crown Castle to utilize the Premises and Sprint/Crown Castle's adjacent property and equipment. Tenant's use of the Sprint/Crown Castle property and equipment is essential to its use of the Premises and the parties acknowledge that this Lease is contingent upon the execution of a Tower Lease Agreement between Global Signal Inc./Crown Castle LLC and Tenant. If for any reason said Tower Lease Agreement is terminated by either party thereto, this Lease shall also terminate. Additionally, the termination of the City's lease with Sprint/Crown Castle shall automatically terminate this Lease and access easement unless prior thereto Tenant has entered into a new agreement with the City and with any party who succeeds to the interest of Sprint/Crown Castle on the site.

5.0. RENT. As rent, Tenant shall pay Landlord (\$14,800.00) annually (hereinafter referred to as "Rent"). Rent for calendar year 2014 shall be prorated through December 31 and shall be payable to Landlord within thirty (30) days after the Commencement Date. Rent for subsequent years shall be payable on or before January 10th of each year. The Rent shall increase each calendar year, starting in 2015, by five percent (5%) of the previous year's annualized rent (e.g., the annual rent for calendar year 2015 shall be \$15,540.00, and for calendar year 2016 it shall be \$16,317.00).

Tenant may elect to pay the annual rent in twelve equal monthly installments, payable the first day of each calendar month. If monthly installment payments are elected, these shall commence only on January 10th of any calendar year, after thirty (30) days written notice to Landlord. Tenant shall maintain a monthly payment schedule for subsequent calendar years, and revert to annual payments only upon written notice to Landlord by December 1 that annual payments will commence January 10 of the following year. Rent will be paid to City at its address designated in Section 8.0. Rent for any period that is less than one (1) year will be prorated based on a three hundred sixty-five (365) day year.

6.0. UTILITIES. Tenant will be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Premises. If necessary, Tenant will have a meter installed at the Premises for Tenant's utility use, and the cost of such meter and of installation, maintenance, and repair. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

7.0. HOLDING OVER. If Tenant holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Tenant will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Tenant will pay

monthly rent in an amount that is one-twelfth (1/12th) of the then current annual Rent. Tenant will continue occupying the Premises from month-to-month until terminated by City or Tenant by the giving of thirty (30) days' prior written notice to the other.

8.0. **NOTICE**. All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable party as follows:

CITY: CITY OF SHOREVIEW
ATTN: CITY MANAGER
4600 NORTH VICTORIA STREET
SHOREVIEW, MN 55126

with a copy to:

Senior Planner
City of Shoreview
4600 Victoria Street North
Shoreview, Minnesota 55126

TENANT: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

9.0. **LIABILITY AND INDEMNITY**. Tenant agrees to indemnify and save the City harmless from all claims (including reasonable costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease or any Renewal Term thereof in or about the Premises. City agrees to indemnify and save Tenant harmless, up to the maximum of the insurance required by Section 13.0.B., from all claims (including reasonable costs or expenses of defending against such claims) arising from any breach of this Lease by City, or any negligent act, negligent omission or intentional tort of City or City's agents, employees, contractors invitees, licensees. The provisions of this Section 9.0 will survive the termination of this Lease.

10.0. **TERMINATION**.

- A. In addition to the right to terminate granted in Section 11.0 of this Lease, Tenant has the right to terminate this Lease at any time upon any of the following events:

1. Upon providing City sixty (60) days prior written notice; or
 2. If the approval of any agency, board, court, or other governmental authority necessary for the construction and/or operation of the Communications Facility cannot be obtained or maintained, or is revoked, or if Tenant determines the requirements or preconditions of obtaining such approval is prohibitive;
 3. If Tenant determines that the Premises are not appropriate for locating the Communications Facility for technological reasons, including, but not limited to, signal interference;
 4. If Tenant is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission ("FCC"), including without limitation, a take-back of channels or change in frequencies; or
 5. If any environmental report for the Land reveals the Presence of any Hazardous Material after the Commencement Date; or.
 6. If Tenant's Tower Lease Agreement with Global Signal Inc./Crown Castle LLC as referenced in Section 4.0(C) herein is terminated for any reason.
- B. Tenant will give City sixty (60) days written notice of termination of this Lease under the terms of Section 10.0.A.2., 10.0.A.3., 10.0.A.4. and 10.0.A.5. above. Upon termination, neither party will owe any further obligations under this Lease except for the indemnities and hold harmless provisions in this Lease, the provisions of Section 20 of this Lease, and Tenant's responsibility for removing all of the Communications Facility from the Premises and restoring the Premises to its condition as of the commencement date of this Lease, as near as practicable (save and except utilities installed, access areas improved, removal of vegetation for construction purposes, guy anchors installed, items constructed or changed by any person(s) or entity(ies) other than Tenant, normal wear and tear, and acts beyond Tenant's control).

11.0. **DEFAULT.** If Tenant fails to comply with any material provision of this Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof from City, City may, at its option, terminate this Lease without affecting its right to sue for all past due rentals and any other damages to which City may be entitled. If any such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Lease if Tenant commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If City is entitled to collect or otherwise remedy said damages, and if City seeks enforcement of its rights through an attorney or other legal procedures, City is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

If City fails to comply with any material provision of this Lease, and such failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant, Tenant may, at

its option, cure the failure at City's expense (which expense may, at Tenant's option, be deducted from rent) or terminate this Lease without affecting its right to demand, sue for, and collect all of its damages arising out of City's failure to comply. If any such default cannot reasonably be cured within thirty (30) days, City will not be deemed to be in default under this Lease if City commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion. If Tenant is entitled to collect or otherwise remedy said damages, and if Tenant seeks enforcement of its rights through an attorney or other legal procedures, Tenant is entitled to collect, in addition to any other amounts owed, its reasonable costs and attorneys' fees thereby incurred.

The rights and remedies stated in this Lease are not exclusive and the parties, in the event of a breach of this Lease or a dispute, are entitled to pursue any of the remedies provided in this Lease, by law, or by equity. In the event either party to the Lease brings a claim in court to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorney's fees.

No course of dealing between the parties or any delay on the part of a party to exercise any right it may have under this Lease will operate as a waiver of any of the rights provided hereunder or by law or equity, nor will any waiver of any prior default operate as the waiver of any subsequent default, and no express waiver will affect any term or condition other than the one specified in such waiver and the express waiver will apply only for the time and manner specifically stated. The provisions of this Section 11.0 will survive the termination or expiration of this Lease.

12.0. **TAXES.** Unless separately billed to Tenant by a taxing authority, Tenant will pay annually to City an amount equal to any increase in real estate taxes directly attributable to any improvement to the Premises made by Tenant. Tenant will pay to City, Tenant's share of any such tax within sixty (60) days of receipt of sufficient documentation indicating calculation of Tenant's share and payment of the real estate taxes by City. City and Tenant shall cooperate with each other in the protest of any such assessment by (i) providing each other with information regarding the relative valuation of their property, and (ii) allowing each other to participate in any proceeding related to the tax protest. Nothing in this paragraph shall be construed as limiting either party's right to contest, appeal or challenge any tax assessment.

13.0. **INSURANCE.**

A. **Tenant Insurance.** Tenant must, during the term of this Lease and at Tenant's sole expense, obtain and keep in force, not less than the following insurance:

1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Communications Facility in an amount not less than ninety percent (90%) of the full replacement cost of the Communications Facility;
2. Commercial General Liability insuring operations hazard, independent contractor hazard, contractual liability, and products and completed operations liability, in limits not less than \$2,000,000 combined single

limit for each occurrence for bodily injury, personal injury and property damage liability, listing City as an additional insured, and

3. Workers' Compensation and Employer's Liability insurance.
- B. City Insurance. City must, during the term of this Lease and at City's sole expense, obtain and keep in force, the following insurance:
1. Property insurance, including coverage for fire, extended coverage, vandalism and malicious mischief on the Site, in an amount not less than ninety percent (90%) of the full replacement cost of the Premises (excluding, however, the Communications Facility); and
 2. General Liability Coverage in an amount required by Minnesota Statutes 466.06 and amendments thereto.
- C. Policies of Insurance. All required insurance policies must be taken out with reputable national insurers that are licensed to do business in the jurisdiction where the Premises are located. Alternatively, City may provide insurance coverage through the League of Minnesota Cities Insurance Trust. Each party will deliver certificates of insurance to the other party upon request. All general liability and workers compensation policies must contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any reduction in coverage, below the limits stated herein, cancellation, or termination of the required insurance.

14.0. LANDSCAPING/RESTORATION/MAINTENANCE.

- A. Restoration. Upon termination of the Lease, Tenant shall remove the Communications Facility from the Premises and restore the Premises to its original condition, reasonable wear and tear accepted. In order to secure Tenant's restoration obligation, Tenant shall file a performance bond or other form of security with the City as approved by the City's Attorney in an amount equal to 125% of the City Engineer's estimate of the cost of such restoration. At the present time, it is estimated that the cost of restoring the Premises could be approximately Six Thousand and no/100 Dollars (\$6,000.00). The City reserves the right to re-evaluate the estimated cost of restoration at the second year anniversary of the commencement of the Lease and at each two-year interval thereafter during the term of the Lease or any renewal thereof. If the estimated costs of such items increases, Tenant shall increase the amount of the performance bond or other acceptable form of security.
- B. Maintenance of Premises. As part of its use, Tenant will extend a cable(s) from the Premises to an adjacent PCS Tower. The cable(s) shall be painted and the paint shall be maintained in a manner determined by the City's Engineer. During the term of the Lease, Tenant shall keep the Premises in good order and repair.

- C. **Maintenance of Access Easement Area.** Tenant shall consult with the City's Engineer before constructing the Communications Facility and will provide notice to the City's Engineer prior to removing the Communications Facility. Tenant shall repair any damage caused to the Access Easement Area as a result of such activities.

15.0. **FIXTURES.** City covenants and agrees that no part of the improvements installed, constructed, erected or placed by Tenant on the Premises or other real property owned by City will be or become, or be considered as being, affixed to or a part of City's real property; and any and all provisions and principles of law to the contrary notwithstanding, it is the specific intention of City to covenant and agree hereby that all personal property and improvements of every kind and nature installed, constructed, erected, or placed by Tenant on the Premises, or other real property owned or leased by City, will be and remain the property of Tenant despite any default or termination of this Lease but shall be removed by Tenant within sixty (60) days of default or termination. If the improvements are not removed within the required time, City may remove such improvements and Tenant shall reimburse City for all costs incurred in order to remove the improvements.

16.0. **MEMORANDUM OF AGREEMENT.** After preparation of the legal descriptions of the Premises and Access Easement, each party, at the request of the other, will sign a Memorandum of Agreement in the form attached hereto as Exhibit D. Tenant, at its sole expense, may record the Memorandum of Agreement in the land records of the recording office(s) reasonable for notice purposes.

17.0. **ASSIGNMENT BY TENANT.** Tenant may assign this Lease, which shall be evidenced by written notice to the City within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Lease, provided that the assignee assumes all of Tenant's obligations herein. The City may assign this Lease, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of the City's obligations herein, including but not limited to, those set forth in Paragraph 28 ("Waiver of Landlord's Lien").

18.0. **PERMITS.** City acknowledges that Tenant will be contacting the appropriate local governmental agencies for the purposes of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits, and other governmental permits and approvals (collectively, "Permits") necessary for the installation, construction, operation and maintenance of the Communications Facility. City agrees to fully cooperate with Tenant in obtaining the Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Permits, provided that Tenant complies with all applicable regulations.

19.0. **DEBT SECURITY.** Notwithstanding anything to the contrary contained in this Lease, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent, its interest in this Lease to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or

(iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

20.0. **ENVIRONMENTAL MATTERS.** To the best of its knowledge, City warrants and represents that: (i) the Premises, Access Easement and Utility Easement, and any existing improvements thereon, are free of Hazardous Substances (as defined below); (ii) no notice has been received by or on behalf of the City from, and the City has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any environmental law for any environmental damage in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon, or affecting the Premises in violation of any environmental law.

City will indemnify, protect, defend, and hold harmless Tenant from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by Tenant pursuant to any federal, state or local laws, implementing regulations, common law or otherwise, dealing with matters relating to the environment, hazardous substances, toxic substances and/or contamination of any type whatsoever (collectively, "Hazardous Substances") in, upon or beneath the Premises, Access Easement or the Utility Easement, provided this indemnification shall not apply with respect to any Hazardous Substances released by Tenant and further provided that City shall not be liable for any amount in excess of the insurance required by Section 13.0.B.

Tenant will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon, or affecting the Land in violation of any environmental law and Tenant will indemnify, protect, defend and hold harmless City from and against all claims, suits, actions, causes of action, assessments, losses, penalties, costs, damages and expenses, including, without limitation, attorneys' fees, sustained or incurred by City pursuant to any federal, state or local laws, implementing regulations, common law or otherwise dealing with matters relating to Hazardous Substances released by Tenant in, upon or beneath the Premises, Access Easement or Utility Easement. Notwithstanding anything to the contrary herein, Tenant shall have the right to store and use standard quantities of batteries, diesel fuel for a backup generator, and any other substances required for the operation of Tenant's Communications Facility so long as it does so in full compliance with all applicable laws. The provisions of this Section 20.0 will survive the termination or expiration of this Lease.

21.0. **INTERFERENCE.** Tenant shall operate the Communications Facility in compliance with all FCC requirements and in a manner that will not cause interference to the City or other lessees or licensees of the Land, provided that any such installations predate that of the Communications Facility.

22.0. **TITLE.** City represents and warrants to Tenant that City has good and marketable title to the Premises and the area of the Access Easement, free and clear of all liens, encumbrances and exceptions, except those described in Exhibit C attached hereto, of duration and quality

equal to that conveyed to Tenant by this Lease. City shall warrant and defend the same to Tenant against the claims and demands of all persons and entities.

23.0. **CONDEMNATION OF PREMISES.** If any governmental, public body or other condemning authority takes, or if City transfers in lieu of such taking, all or part of the Premises, the Access Easement, or the Utility Easement thereby making it physically or financially infeasible for the Premises to be used in the manner intended by the Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. If only a portion of the Premises, Access Easement, or Utility Easement is taken, and Tenant does not elect to terminate this Lease under this provision, then the Lease shall continue but rental payments provided under this Lease shall abate proportionately as to the portion taken which is not then usable by Tenant, and City shall make all necessary repairs and alterations to restore the portion of the Premises, Access Easement or Utility Easement remaining to as near their former condition as circumstances will permit (at a cost not to exceed City's proceeds from said condemnation or transfer). Rental pro-rations shall be based only upon a comparison of the square footage of the portion of the Premises taken to the square footage of the original premises.

As an alternative to the remedies provided, Tenant as a result of a full or partial taking or transfer in lieu thereof, City, in its sole discretion, may choose to relocate the Communication Facility at its sole cost, to a site acceptable to Tenant which is functionally similar to the Premises and which is as accessible as the Premises.

In the event of any condemnation, taking or conveyance in lieu thereof which results in a termination of the Lease, City will not be entitled to that portion, if any, of an award made to or for the benefit of Tenant for loss of Tenant's business or depreciation, the cost of removal of Tenant's trade fixtures and equipment or the value of any unexpired term of this Lease.

24.0. **QUIET ENJOYMENT.** City covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by City or any person(s) or entity(ies) claiming under the City.

25.0. **CONTINGENCIES.** Notwithstanding anything contained herein to the contrary, and in addition to and not in limitation of Tenant's other rights hereunder, it is, expressly agreed that Tenant's obligations under this Lease are conditioned upon:

- A. Tenant's satisfaction with the status of title to the Premises and, at Tenant's option, Tenant's receipt of a leasehold title insurance policy insuring its leasehold interest in the Premises, in form and substance satisfactory to Tenant. City shall execute the standard form of title company affidavit in order to enable Tenant to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Tenant and which do not interfere with Tenant's use of the Premises;

- B. Tenant shall obtain and furnish to City a copy of its lease with Crown Castle LLC, successor in interest to Sprint Spectrum, LP, a Delaware limited partnership indicating that it has obtained the right to utilize all or a portion of the property occupied by Spring Spectrum LP, a Delaware limited partnership, and the adjacent PCS tower as described and illustrated on Exhibit E, attached.
- C. Tenant's satisfaction, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility and Tenant's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Tenant to use and operate the Communication's Facility on the Premises.

Tenant is hereby given as the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Tenant's use intended by this Lease.

26.0. **COMPLIANCE.** Tenant represents and warrants that all operations conducted by Tenant in connection with the Property meet all applicable state, federal, county and local codes and regulations. Tenant agrees that it will conduct its operations in the future in accordance with all such codes and regulations. City is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility.

During the term of this Lease, Tenant will comply with all applicable laws relating to Tenant's use of the Premises. Tenant will not unreasonably commit or suffer to be committed any waste on the Premises or any unreasonable nuisance.

27.0. **LIENS.** Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant and shall indemnify, defend and hold City harmless from all claims, costs and liabilities, including reasonable attorneys' fees and costs, in connection with or arising out of any such lien or claim of lien. Tenant shall cause any such lien imposed on the Premises to be released of record by payment or posting of a proper bond within thirty (30) days after written request by City.

28.0. **WAIVER OF CITY'S LIEN.**

- A. The City waives any lien rights it may have concerning the Communication Facility, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without the City's consent.
- B. The City acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Communications Facility with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the use of the Communications Facility; (ii) disclaims any interest in the Communications

Facility, as fixtures or otherwise; and (iii) agrees that the Communications Facility shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Communications Facility may be removed at any time without recourse to legal proceedings, provided that Tenant otherwise complies with the terms of this Lease.

29.0. **SUBORDINATION**. Tenant agrees that this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, provided that Tenant's possession of the Premises shall not be disturbed so long as Tenant continues to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this paragraph. Tenant agrees to attorn to the mortgagee, trustee or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease.

30.0. **ENTIRE AGREEMENT AND BINDING EFFECT**. This Lease and any attached exhibits and non-disturbance and attornment agreement(s) mentioning this Lease, constitute the entire agreement between City and Tenant; no prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience of reference only and neither limit nor amplify the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of City and Tenant. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

31.0. **GOVERNING LAW**. The laws of the state of Minnesota shall govern this Lease.

IN WITNESS WHEREOF, City and Tenant have signed this Lease as of the date and year first above written.

CITY OF SHOREVIEW (CITY)

By: _____
Sandra C. Martin
Its: Mayor

DATE: _____

By: _____
Terry Schwerm
Its: City Manager

DATE: _____

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 201____, by Sandra C. Martin, Mayor and Terry Schwerm, City Manager, respectively, of The City of Shoreview, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

VERIZON WIRELESS (VAW) LLC (TENANT)

By: _____ DATE: _____
Lynn Ramsey
Its: Area Vice President Network

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The foregoing was acknowledged before me this _____ day of _____,
201____, by _____, on behalf of the corporation.

Notary Public

T:/robverizon4615victoria draft Verizon city lease

EXHIBIT A

COMMUNICATIONS FACILITY PLANS

- See attached Communications Facility Plans

EXHIBIT B

LEGAL DESCRIPTION OF PREMISES

Verizon to provide a legal
description of the Premises.

EXHIBIT B-1

LEGAL DESCRIPTION OF LAND

SUBJECT PROPERTY:

Lot 2, Block 1, COMMONMS PARK ADDITION NUMBER TWO, Ramsey County, MN.

EXHIBIT C

DESCRIPTION OF ACCESS EASEMENT

A 20.00 foot easement for access, utility, ingress and egress over, under and across the following portion of the Premises, the center line of which easement is described as follows:

Commencing at the Southeast corner of the Leased Premises Site; thence North 88 degrees 21 minutes 43 seconds East, a distance of 10.00 feet, to the point of beginning the easement to be described; thence North 01 degrees 38 minutes 17 seconds West, a distance of 68.82 feet; thence North 88 degrees 50 minutes 22 seconds East, a distance of 304.14 feet; thence North 85 degrees 35 minutes 14 seconds East, a distance of 223.58 feet to the center line of Victoria Street, per Document No. 1872436, and said line there terminating.

The access and utility easement description must be revised as needed to match the Premises (as described in Exhibit B above)

EXHIBIT C-1

DESCRIPTION OF UTILITY EASEMENT

An easement for utility purposes 10.00 feet in width, over, under and across Lot 2, Block 1, COMMONS PARK ADDITION NUMBER TWO, according to the recorded plat thereof and situate in Ramsey County, Minnesota. The center line of said easement is described as follows:

Commencing at the southeast corner of the Southwest Quarter of Section 14, Township 30, Range 23, said Ramsey County; thence North 00 degrees 51 minutes 54 seconds West, bearings based on Ramsey County Coordinate Grid, along the east line of said Southwest Quarter a distance of 304.11 feet; thence South 88 degrees 47 minutes 33 seconds West a distance of 132.50 feet to the point of beginning of the center line to be described; thence North 88 degrees 47 minutes 33 seconds East a distance of 10.00 feet; thence South 01 degrees 12 minutes 27 seconds East a distance of 16.13 feet; thence South 06 degrees 48 minutes 49 seconds East a distance of 65.92 feet; thence South 01 degrees 07 minutes 49 seconds West a distance of 174.91 feet to the northerly line of County Road No. 96 and said center line there terminating.

Said utility easement contains 2,667 square feet.

This easement description may require revision depending on the description of the Premises, Exhibit B (above).

EXHIBIT D

MEMORANDUM OF AGREEMENT

EXHIBIT E

CROWN CASTLE LLC/SPRINT SPECTRUM, L.P. LEASE