

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
April 7, 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. March 3, 2014 City Council Meeting Minutes
2. March 3, 2014 City Council Workshop Meeting Minutes
3. March 10, 2014 City Council Workshop Meeting Minutes
4. March 17, 2014 City Council Meeting Minutes
5. Receipt of Committee/Commission Minutes—
  - Economic Development Commission, February 18, 2014
  - Planning Commission, February 25, 2014
  - Human Rights Commission, February 26, 2014
  - Park and Recreation Commission, February 27, 2014
  - Environmental Quality Committee, March 24, 2014

6. Verified Claims
7. Purchases
8. License Applications
9. Approve Plans and Specifications and Order Taking of Bids—Hanson/Oakridge Neighborhood Reconstruction, CP 14-01
10. Approve Maintenance Agreement between the City and Rice Creek Watershed District for Stormwater Infrastructure—Autumn Meadows Development, CP 14-06
11. 2014 Consultation Services with Greater Metropolitan Housing Corporation - Housing Resource Center

#### **PUBLIC HEARING**

12. Public Hearing—Final Plat and Vacation—St. Odilia Catholic Community, 3495 Victoria Street

#### **GENERAL BUSINESS**

13. Site and Building Plan Review—City and County Credit Union, 1001 Red Fox Road
14. Site and Building Plan Review/Comprehensive Sign Plan—Cities Edge Architects LLC/Forstrom & Torgerson LLP, 1000 Gramsie Road
15. Text Amendment—Housing Code
16. Resolution of Support for TCAAP Road Improvements

#### **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  
REGULAR CITY COUNCIL MEETING  
March 3, 2014**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The meeting opened with the Pledge of Allegiance.

**ROLL CALL**

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

**APPROVAL OF AGENDA**

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

VOTE:                   Ayes - 5                   Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

**Eagle Scouts**

Mayor Martin, on behalf of the City Council and community, recognized Samuel Mastenbrook and Matthew Ray for their achievement in becoming Eagle Scouts.

**Samuel Mastenbrook** described his project to renovate landscaping around the church that hosts the troop meetings. He supervised 20 other volunteer scouts in replacing materials. The church did not have funds for this work, and he is pleased to be able to have given this service.

**Matthew Ray** stated that his project was to build three benches around the Tamarack Nature Center outer trail. The DNR approved the design of the benches that are built to last. He supervised the volunteers at all three work sites.

**Lego League Teams**

Councilmember Wickstrom stated that she has attended the recent Lego League Team competition at the state level. Of the 66 teams competing this year, she was very pleased to see

that 5 were from the Shoreview area. She introduced Mr. Norton Lamb, who is one of the coaches for the Pony Tail Posse Team.

Mr. Lamb stated that Lego League Team is a program for youth aged 9 to 14. A team is formed and one aspect of the program is to work on a robot and program the robots. A second element of the competition is project related. The project theme this year was on natural disasters. Participants do research on the topic and choose a problem and develop a solution. At the competition, a presentation is given on the problem chosen and the solution.

Another part of the program is about core values in that what is learned is more important than winning. The Mounds View School District was represented this year by 16 teams: 5 from Island Lake, 3 from Turtle Lake and 8 from Chippewa. Five went to the state competition.

Councilmember Wickstrom added that of the 5 teams that went to the state competition, two were in the top two places. One team will go to the national tournament and one will go to the international tournament. **Mr. Lamb** stated that the Height Differential came in first and will attend the International Open Competition in Toronto. The Pony Tail Posse Team took second place and will attend the North American Open competition at Legoland in California.

Each team explained their project to the Council. The **Imaginative Orange Pi Guys** did a project based on nature's fury. A wristband was designed to help locate people who are lost or in trouble. This team won the Core Values Award at the regional competition and the Inspiration Award at the state tournament.

The **Masters of Disasters Team** stated that they were able to go to the state tournament. They won a Robot Performance Award, Robot Design Award, and took second place for the Head to Head competition at the regional level. They also won an Innovation and Strategy Award at the state level. Their project was a Smart Wristband for families to reunite after a disaster. The wristband allows the wearer to indicate needing help or the person is okay.

The **Fantastic Five Team** stated that they won the Judges Award at the regional competition. Their project was to get the word out for wearing helmets during tornadoes, which is done often in the South.

The **Pony Tail Posse Team** stated that they worked on the problem of flooding. The team designed an app for disaster assessor workers from the Red Cross who assess damage of property after floods. The app also helps get aid to flood victims faster. They won the Second Champion's Award, the Teamwork Award and the Programming Award at the state competition.

The **Height Differential Team** focused their project on flooding. Their solution is the Ikito Flood Bag that consists of four parts: 1) water bladder, 2) air bladder, 3) plywood board; and 4) a flap. When the water bladder overflows, it presses against the air bladder moving air and making the board become erect. The stronger the force of the water, the stronger the board becomes. Ikito is a marshal arts term that uses the force of the opponent against the opponent. This device uses the force of the flood water against the flood. They won First Place Overall, first place for Robot Performance and first for Robot Head to Head. The team worked with the

chief hydrologist in Fargo, North Dakota to focus on the Red River Valley. The team is excited to have the opportunity to attend the international competition in Toronto and represent the State of Minnesota. The team has applied for a utility patent for their product and have applied for LLC.

Mayor Martin expressed special thanks to coaches and parents who give a lot to support these youth efforts.

### **CITIZEN COMMENTS**

There were none.

### **COUNCIL COMMENTS**

#### **Councilmember Withhart:**

With the severe winter, some residents are experiencing frozen water lines. A notice has been sent to residents requesting they take the temperature of cold water. If it is under 40 degrees, allow a faucet to run a small stream to keep lines from freezing. If a line freezes, please call the Public Works Department.

March 15th is the last night that Kozlak's will be open. It is hoped that another location can be found in Shoreview, as Kozlak's has been an excellent business that has supported many community projects over many years.

The Environmental Quality Committee (EQC) will hold a seminar on Wednesday, March 19, 2014, on *We All Live on Waterfront Property*. The program is for everyone to learn about lakes and wetlands.

#### **Councilmember Wickstrom:**

The annual tree sale is now available and orders can be made through the City website. This program is being promoted to replace ash trees that have been taken out due to emerald ash borer.

#### **Councilmember Johnson:**

March 31, 2014 is the deadline for grant requests to the Shoreview Community Foundation. It is a good opportunity for residents to seek added funding for community projects.

#### **Mayor Martin:**

Even after the weather begins to warm, there will still be a problem with freezing lines due to the frost depth. Public Works Director Mark Maloney stated that frost stays in the ground longer than surface melting. Residents are advised to continue to monitor lines and run a small trickle if necessary through March and into April.

Councilmember Quigley noted that a meat thermometer works well to measure the water temperature.

**CONSENT AGENDA**

MOTION: by Councilmember Wickstrom, seconded by Councilmember Quigley to adopt the Consent Agenda for March 3, 2014, and all relevant resolutions for item Nos. 1 through 4:

1. February 18, 2014 City Council Meeting Minutes
2. Receipt of Committee/Commission Minutes
  - Human Rights Commission, January 2, 2014
  - Park and Recreation Commission, January 23, 2014
  - Planning Commission, January 28, 2014
  - Economic Development Authority, February 3, 2014
  - Environmental Quality Committee, February 24, 2014
3. Verified Claims in the Amount of \$675,852.54
4. Purchases

VOTE:                   Ayes - 5                   Nays - 0

**ADJOURNMENT**

MOTION: by Councilmember Withhart, seconded by Councilmember Johnson to adjourn the meeting at 7:44 p.m.

VOTE:                   Ayes - 5                   Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_ DAY OF \_\_\_\_\_ 2014.

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Terry Schwerm  
City Manager

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL WORKSHOP MEETING  
IMMEDIATELY FOLLOWING REGULAR MEETING  
March 3, 2014**

**CALL TO ORDER**

Immediately following the regular meeting, Mayor Martin called a special workshop meeting of the Shoreview City Council to order at 7:55 p.m. on March 3, 2014.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager  
Mark Maloney, Public Works Director

**DISCUSSION REGARDING LAKE IMPROVEMENT DISTRICT BACKGROUND INFORMATION**

Mayor Martin indicated that the City Council would be meeting with the Turtle Lake Homeowners' Association (TLHA) at its March 10, 2014 workshop meeting. It is anticipated that they will request that the City participate in the preparation of a feasibility study for augmenting the lake. Some Councilmembers had asked to receive background information on how the City established a Lake Improvement District and augmentation of Snail Lake prior to the meeting with the TLHA.

Mark Maloney reviewed the process that was used during the Snail Lake discussion that occurred in the early 1990's. He indicated that many lakes in this area were augmented, primarily by groundwater, for many years. In the late 1980's, the State discontinued issuing permits for the use of groundwater wells to augment lakes. After the augmentation was stopped, it became clear that if Snail Lake was going to be more than a large wetland area, it would need to be augmented. A process was started to explore the potential augmentation of Snail Lake. Some of the key steps in the process included:

- Preparation of a feasibility study and development of a cost share arrangement with the homeowners
- Reviewed results of study to determine if augmentation was feasible
- Gain agency approvals for augmentation
- Follow process for establishment of a Lake Improvement District (LID)
- Hold vote and create a LID
- Develop final plans and specifications and bid the project
- Award bid for the project

- Construct the project and assess property owners

He noted that the timeline for the Snail Lake process was about 2½-3 years.

Mayor Martin stated that TLHA will be requesting the City to initiate a feasibility study for augmentation of Turtle Lake. City Manager Schwerm stated that the estimated cost of a feasibility study could be as much as 10% of the project cost, which would place the cost in the \$100,000 range. If the feasibility study demonstrates that augmentation is feasible, there would be a vote by all homeowners on whether or not to form a Lake Improvement District (LID). The City Council will have to support creation of a LID in order for the City to build and maintain any infrastructure and assess both capital and future operating costs to homeowners.

Mayor Martin stated that the feasibility report is an important issue because it may show that approvals for a project are not possible. The question is how much the City is willing to invest in the feasibility report, when there are many homeowners on the lake not interested in this project.

Councilmember Johnson asked if the TLHA understands the investment cost of a feasibility report and that report could determine whether or not approvals would be given for an augmentation project to move forward. Mr. Maloney stated that based on his discussions with officers in the TLHA, he believes they understand that it may not be feasible to augment the lake at this time given the growing concern about water resources in the State.

City Manager Schwerm stated that at the time of the creation of SLID (Snail Lake Improvement District), the DNR appeared to recognize that the lake level in Snail Lake could not be maintained without augmentation and were supportive of the project. There is significantly more focus on water supply issues now than there was at that time. It also noted that the water quality of Snail Lake is better today than before augmentation.

Mr. Maloney stated that the Snail Lake process of creating a LID after the feasibility report took 18 months of consensus building. The City, regulating agencies and homeowners agreed on the cause of the problem. There does not appear to be as high a level of consensus among homeowners to create a LID for Turtle Lake at this time.

Councilmember Withhart asked if a legal opinion would support a project with only a majority voting for it. What was done at Snail Lake should not necessarily be the guideline for this situation. What was decided for Snail Lake was 25 years ago, and circumstances are very different with a more divided populace on Turtle Lake. Mr. Schwerm stated that the legal vote to create a LID is 50% plus one. He cautioned against requesting a certain percentage of overall support at this time because this situation is very different from Snail Lake. There will not likely be the same level of consensus that a project is necessary for Turtle Lake as was the case for Snail.

Mayor Martin stated that she is concerned about investing a lot of City monies into a feasibility report if there is not likely to be a project and it is something that a large percentage of homeowners do not support.

Mr. Maloney stated that the purpose of the meeting next Monday is to get to the starting point of the process of a feasibility study. Agencies have to be on board before any project can be approved. Then there is a petition process to create a LID. Forming a LID is most likely a year beyond results of the feasibility report.

Councilmember Withhart stated that if a project were to move forward, it would be as a result of the feasibility study. Then he would want to see a cost share formula developed. The feasibility study has to be done to determine whether there is a project and what kind of project with estimated costs. If a LID is created, it is created with a 51% vote of property owners.

Mayor Martin stated that such a project is not in the City's CIP and has not been budgeted. Budgeting and planning would also have to be done to take on a project this large.

## **OTHER ISSUES**

### **Communication Franchise Renewal**

Councilmember Wickstrom reported that the Council is invited to a public hearing regarding the franchise renewal to hear presentations from the Commission and the cable company. It is tentatively scheduled for Thursday, April 17, 2014. Detailed information about time and place will be forthcoming. Each city will have to determine whether or not to support the franchise renewal. She encouraged Councilmembers to attend or watch the televised meeting.

Councilmember Quigley asked the main issues that need to be decided by the City. City Manager Schwerm responded that there are two main issues. One is public education and government access TV. Currently approximately \$4.00 per subscriber per month is charged. This yields approximately \$1.4 million per year. What is proposed is approximately \$1.30 per subscriber per month, which would yield between \$300,000 and \$400,000. That amount of decrease would dramatically change the amount of public access that could be provided. He anticipates that the matter will end up in court. FCC regulations do not require the cable company to provide operating support for public access; Comcast believes that is how franchise fees should be used. The cable company can only be required to provide capital support for equipment for public access. The City is using franchise fees for salaries for staff working on communications. The City would not recommend that cut. The second issue is providing an institutional network across cities to transmit meetings and by some cities to provide data to other cities.

Councilmember Wickstrom stated that what is most disturbing is that it is the Commission that deals with the franchise fees (money from subscribers), and a big amount of that money is being spent on legal fees to resolve these issues.

The meeting adjourned at 9:35 p.m.

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL WORKSHOP MEETING  
March 10, 2014**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 7:00 p.m. on March 10, 2014.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager  
Mark Maloney, Public Works Director

Turtle Lake Joe Morris  
Homeowners Linda Dieters  
Association Rob Mueller  
Board (TLHA) John Kronstad  
Deb Schultheis  
Marsha Soucheray  
Karl Schroeder  
Tim Krinkie  
John Matheson  
Trace Benson

Ramsey Tobacco  
Coalition: Katie Engman

Association of  
Non-Smokers of  
Minnesota: Betsy Brock

**DISCUSSION WITH TURTLE LAKE HOMEOWNERS' ASSOCIATION**

Tim Krinkie, TLHA Board Chair, stated that the TLHA Board is requesting the first step toward an augmentation program for Turtle Lake, which is a feasibility study. The Council is being asked to direct staff to help the Board develop a Request for Proposal for a feasibility study and for staff to select a provider. The Board is also asking the amount the City would be willing to contribute toward the cost of a feasibility study. There is an Annual Homeowners' Association meeting on May 1, 2014. It is hoped that by that meeting the Board would have concrete information to give homeowners. Last May, homeowners requested a motion from the floor for

a survey to be conducted among homeowners regarding a lake augmentation system. The survey had 88% response; out of 201 homeowners, 177 responded. Of those 111 responded yes to augmentation; 66 responded no.

It is important to note that the City would not be spending money just for Turtle Lake residents. With a County park on the lake, anyone who used the park would benefit. The beach is not well used, even though the County has recently made many improvements. He believes the reason is because of the low lake level. Boat use has declined significantly. TLHA was spending approximately \$6,000 a year for the Sheriff to monitor boat traffic at the public access for trailer parking. Last year, the Association spent \$1,100 for this service.

Funding for a feasibility study is requested at the same level that was paid for the Snail Lake feasibility study, which is 50%. SEH has estimated the cost of the feasibility study between \$50,000 and \$100,000. The Board is asking the City to contribute half of that cost.

The homeowners' contribution would come from existing funds in the TLHA combined with individual donations. Another possibility would be to establish a Lake Improvement District (LID) that would pay the cost. At this time, no other sources of funding have been considered. The State of Minnesota may be an option for funding similar to the legislation being proposed for White Bear Lake. It may be possible for other funding to come from legislation or the Metropolitan Council. He noted that the DNR has established a ground water management area. Commissioner Landwehr, DNR, has stated that work will not address the Turtle Lake water level.

Mayor Martin asked if there is consensus on the TLHA Board. Mr. Krinkie responded that there is not 100% consensus on the Board, which reflects the homeowners. Even though half the Board members do not agree with augmentation, there is commitment to moving forward with the feasibility study because of the strong homeowner response.

Mayor Martin clarified that contrary to what she previously thought, a LID cannot be used to fund a feasibility study since the costs for study could not be assessed back to the homeowners. Further, many things have changed since the City addressed Snail Lake, such as the environmental climate, economic climate, and issues related to Snail Lake that are not related to Turtle Lake. Mr. Maloney added that to form a LID is a long process. If the TLHA were to wait for that to happen before doing a feasibility study, it would take approximately two years. All LIDs are created by authority of the DNR and must have a stated purpose.

Ms. Marsha Soucheray stated that her letter was written from herself as an individual. The Board is evenly divided. She stated that the lake was lowest in the 1980s. It was not the first time that it was low. Its level depends on rainfall, and it has a small watershed. Within three years from the lows in the 1980s the lake was back up. Her concern is about water quality. Turtle Lake is very clean and she sees a threat bringing in water from the Mississippi River. It is not known what is in the river, and there is potential for invasive species.

Mr. Matheson stated that this is a complex issue--ground water runoff, precipitation and the ground water model has changed. No one believes the lake will correct itself. The most recent

survey asks for creation of a LID. None of the three surveys have yielded a super majority. If this work does move forward, he would like to know what percentage of homeowners the City would be comfortable with.

Ms. Soucheray added that not only must consideration be given to cost for a feasibility study, but there are also policy issues for the City to consider relating to the Watershed District, County, and DNR. Water issues are huge. Other communities are looking to the Mississippi River as a resource for drinking water while Shoreview is considering it for lake level augmentation. These are policy issues.

Mayor Martin stated that there was over 80% support of homeowners for the Snail Lake project. The level of support is important because the City does not want to take action that might be contested and cost the City even more money. She does not want to enter into something that would result in court challenges. A more solid majority is needed for a feasibility study. She added that based on the costs paid by the Snail Lake homeowners, total assessments could be in the \$8,000-\$10,000 range per household.

Mr. Krinkie stated that the feasibility study will provide answers and help solidify support or opposition to an augmentation project. SEH did a good job on the scoping study, but it was limited. Homeowners need good information to make a decision. The feasibility study will determine whether or not there is a project. Once costs are understood, homeowners can decide. He would look for 70% support for a project to move forward.

Mr. Schwerm stated that the DNR does not readily support augmentation because that is not the natural cycle of lakes. However, if the feasibility study shows that augmentation will not decrease water quality, the DNR may support it. Mr. Maloney added with the regional focus on water supply by area agencies, augmentation is not going to be a high priority. In meeting with Commissioner Landwehr, he did say the DNR would follow the law if requested to give a permit for a LID and an augmentation project.

Ms. Soucheray asked if the Council would direct staff to help move forward with a feasibility study. Mayor Martin stated that to do a feasibility study that gives the answers needed will cost \$80,000 to \$100,000. That might be a study on a project that might be doomed because residents don't want it. Mr. Matheson stated that homeowners cannot unite and support the project without the feasibility study. He is troubled that 63% is not enough for City support.

Mayor Martin stated that if a LID is formed, a project to be approved would need more than 63% support from homeowners. She suggested that if the TLHA would fund 80% or 90% of the feasibility study so limited City money is not involved, that still does not guarantee future homeowner support. Mr. Krinkie stated that if the City does not want to help with the feasibility study, he would ask for Mr. Maloney's time to do a proper RFP. He also stated that if the state is supporting White Bear Lake, he would ask the City to support Turtle Lake's request as part of the bonding bill.

Ms. Soucheray stated that it is important to not confuse Turtle Lake with White Bear Lake or Snail Lake. It has been proven that wells in White Bear Lake are taking on water from White

Bear Lake. Isotope studies show that is not happening at Turtle Lake. She expressed concern that there will be a few homeowners who will come forward with the \$100,000 needed for the feasibility study, and no one else is interested. The idea that money talks happens too often in the system and is scary.

Ms. Dieter stated that when the survey questions were asked, the amount of \$8,000 to \$10,000 cost for each had been discussed. During the time the survey was taken, the lake level rose. The fact that 63% voted for augmentation anyway is a strong response.

Councilmember Wickstrom stated that if public money is going to be spent on a feasibility study, she would like to see stronger support from homeowners. If homeowners show strong support for the cost of the feasibility study, she would be more inclined to have it done. She is not comfortable spending public money on a study that would not initiate a project.

Mr. Schwerm stated that it is important for the City to have some cost share in the feasibility study, if it is done. The study needs to be run by the City, if it will be used as part of the assessment process. Mr. Maloney stated that to use the assessment process, the feasibility study must be ordered by the City.

Councilmember Withhart noted that physically Snail Lake and Turtle Lake are not the same. Snail Lake was going to be 20 feet of open water and the rest cattails. Snail Lake homeowners were 100% supportive of augmentation. His understanding is that the problem at White Bear Lake is not the same as at Turtle Lake. He would have a hard time putting as much money into a feasibility study for Turtle Lake as was done for Snail Lake. Because of the heavy use on Turtle Lake, he could support augmentation. The \$100,000 for a feasibility study is just one of three costs. A bigger cost is the construction project. Continued maintenance on the system is the third cost.

Councilmember Johnson stated that she has not heard a consistent question and response from the surveys. She would like to know what turnover there has been on the lake and who did not take the survey last year? She expressed concern that there is not consensus on the Board or among homeowners for this work and what that would mean for the City as a supporter. Mr. Krinkie stated that the Board will work toward consensus. Without the feasibility study, it is difficult for homeowners to have enough information to make a decision. Mr. Krinkie stated all the surveys related to augmentation and he would prefer not to continue to do surveys to see if responses change.

Mayor Martin stated that there are two options. One would be to develop another survey and try to get more support. Another option would be to say the City will contribute a certain amount to get a feasibility study done, but the homeowners would carry the majority of the cost. She noted that the city has not budgeted for this item.

Ms. Schultheis stated that three surveys have been done over a short period of time. An open meeting is needed with staff to educate homeowners. It is not fair to just do another survey.

Councilmember Withhart stated that if another survey is done, he would recommend use of Decision Resources, the firm that develops the City's community surveys and is skilled at crafting neutral questions to get a good response. If the feasibility study moves forward, he would want to see the money escrowed up front to cover costs whether or not the project moves forward.

Mr. Matheson stated that at a minimum the cost needs to be defined for homeowners in order to come back with the support the Council is seeking. Mr. Schwerm stated that the Council needs to decide what level or whether to use tax dollars toward this project. If a feasibility study is done, it needs to be completed by the City if a project is going to be considered in the future.

Councilmember Quigley agreed that a clear strong signal of what homeowners want is needed. Whether a feasibility study or survey is done, it needs to be framed as any other project that becomes a major asset in the City. He questioned whether homeowners defined as being in the watershed district but not on the lake will not want to participate in the cost. Mr. Schwerm explained that the Snail Lake homeowners who ultimately paid for the augmentation project and creation of a LID are the 70 riparian property owners.

Councilmember Wickstrom stated that she believes the homeowners or the TLHA should cover 90% of the cost of the feasibility study. She would not want to put a lot of public money into the study because she believes the cost of a project will be at a very high cost that will be more than homeowners are willing to pay.

Mr. Krinkie requested that City officials spend some time toward lobbying to include Turtle Lake in current legislation that could help get the feasibility study done. Mayor Martin agreed that the City will certainly encourage legislators to include Shoreview in that legislation.

Mayor Martin stated that if a LID is created, a lot more support will be needed. The risk to the Homeowners' Association will be to pay for a feasibility study. At this time, there is not enough support for a project. Mr. Maloney noted that in 1991, when the feasibility study was done for Snail Lake, it took 18 months to build consensus to create a LID, although there was more consensus than for Turtle Lake now.

Mayor Martin thanked the Board for attending and the open discussion.

### **DISCUSSION REGARDING PROPOSED CHANGES TO TOBACCO REGULATIONS**

City Manager Schwerm stated that the City Council previously expressed its support of tightening regulations regarding e-cigarettes and strengthening the definitions to cover nicotine delivery devices. At the meeting where e-cigarettes were discussed, issues related to flavored cigars and cigarillos were discussed. It was noted that these products are either sold as singles or small packages at a very low cost. It was noted that some cities are starting to regulate package sizes and establishing minimum costs for the product. Staff met with the City Attorney who stated that court decisions have ruled in support of these types of regulations regarding packaging and pricing. His concerns are that most cities have not yet adopted these types of regulations and might result in a challenge. A second concern is the effectiveness. If Shoreview

is the only City with these regulations, it is easy to go to another City to purchase the products. Also, the City does not have the staff to provide good enforcement. Before regulations are adopted, the City would plan an education process for convenience stores where the products are sold. He would recommend adopting the drafted e-cigarette regulations. Options would be Shoreview adopting the tougher regulations on its own or trying to work with area cities for a more comprehensive approach.

Councilmember Wickstrom clarified that the definition includes e-cigarettes and nicotine delivery devices.

Ms. Engman stated that kids were saying they smoke e-cigarettes, but there is no nicotine and shop owners felt no obligation to comply with the regulations because no nicotine was involved with the e-cigarettes. They can be sold to minors. Mounds View High School has adopted a model school policy prohibiting these products. The proposed language includes e-cigarettes with or without nicotine.

There was consensus of the Council to adopt the proposed regulations regarding e-cigarettes that would also apply to vaping lounges.

The second part of the proposed regulations is in regard to flavored cigars and cigarillos. Ms. Engman stated that the proposed ordinance allows the products to be sold, but they must be at a certain price point. Ms. Brock stated that after much research, the price settled upon is \$2.10 each. Falcon Heights updated their ordinance, stipulating the age of the seller; White Bear, Vadnais Heights, Arden Hills, and Bloomington are considering the proposed language being discussed here.

Ms. Brock stated that tobacco control does not have a big momentum anymore. This ordinance is a smaller step, but she believes it would have an impact on kids.

Mayor Martin asked the possibility of such ordinances being contested. Mr. Schwerm stated that he believes it is low risk. Ms. Brock stated that the biggest company is Swisher Sweet. Single cigarettes cannot be sold. A pack must contain 20. Ms. Engman added that they could provide the resources to help implement the ordinance.

The consensus of the Council was to have both the Economic Development Commission and the Public Safety Committee review the proposed regulations and then bring it back to the Council for further discussion.

## **OTHER ISSUES**

### **Communication Commission**

Councilmember Wickstrom stated that at the North Suburban Communications Commission meeting, it was decided to hold a public hearing on the franchise renewal on April 17, 2014. It will also be broadcast on CTV. After that, the Council will need to decide whether to remain in

the Commission. As soon as she knows details, she will send the information to Councilmembers. She strongly urged Councilmembers to attend.

### **TIF**

Mr. Schwerm stated that it is unlikely that the TIF District 1 extension that was requested will be granted. Special legislation may be possible specific to Shoreview to create a Business and Retention District for a 12-15 year time period. It allows the City to assist a Shoreview business, but also captures some tax increment that could be placed in a Business Retention and Expansion fund. Staff believes this is worth pursuing. Shoreview would be a pilot project to determine if this framework would work for other cities.

Councilmember Johnson left the meeting at this time.

Mayor Martin stated that she is scheduled to testify on the original bill to see if enough support can be gained to pass it.

The meeting adjourned.

**CITY OF SHOREVIEW  
MINUTES  
REGULAR CITY COUNCIL MEETING  
March 17, 2014**

**CALL TO ORDER**

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on March 17, 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 March 17, 2014 agenda as submitted.

VOTE:                   Ayes - 5                   Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

There were none.

**CITIZEN COMMENTS**

There were none.

**COUNCIL COMMENTS**

**Mayor Martin:**

Many free classes are being offered at the Fitness Center during this spring break week. The Tropics Water Park will also open at noon this week.

**Councilmember Quigley:**

Happy St. Patrick's Day to the Council and all residents.

**Councilmember Johnson:**

A reminder that matching grants are available through the Community Foundation. The deadline to submit an application is March 31, 2014.

**Councilmember Wickstrom:**

The North Suburban Communications Commission will hold a public hearing on April 17, 2014, from 7:30 to 9:30 p.m., in the Shoreview Council Chambers, regarding the upcoming franchise renewal with Comcast. All are encouraged to attend.

**Councilmember Withhart:**

Wednesday, March 19, 2014, the Environmental Quality Committee (EQC) continues its Speaker Series with a presentation on “We All Live On Waterfront Property.” The program begins at 7:00 p.m. in the Council Chambers.

**CONSENT AGENDA**

Councilmember Withhart requested separate discussion on item No. 3, 4 and 11:

3. **Community Development Report** discusses the issue of hoarding. If residents are aware of any condition of serious hoarding, the City has developed a program to help in those situations. City Planner Castle noted that the next newsletter will feature an article on this issue.

**Public Works Report:** As water circulates through the water system, there are a number of reasons why water seeps out and is lost. Congratulations to Mr. Maloney and his staff for achieving a water loss at only 2.2%, under the state standard of 3%.

**Park and Recreation Report** shows that since the beginning of the year, Community Center usage has increased 5%. Revenue from recreational programs is up significantly.

4. **Verified Claims:** Councilmember Withhart asked if the bakery items purchased are marked up. Schwerm indicated that they are used for resale and the price is higher than our cost.
11. **Hummingbird Floral:** Councilmember Withhart stated that he is pleased to see Hummingbird Floral at the property at Gramsie and Hodgson Road. This business is a good use for the property.
8. Councilmember Wickstrom recognized and thanked the many businesses who have donated to the *Taste of Shoreview* fundraiser.

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to adopt the Consent Agenda for March 3, 2014, and all relevant resolutions for item Nos. 1 through 11:

1. February 10, 2014 City Council Workshop Meeting Minutes
2. Receipt of Committee/Commission Minutes
  - Bikeways and Trails Committee, March 6, 2014
3. Monthly Reports
  - Administration
  - Community Development
  - Finance
  - Public Works
  - Park and Recreation
4. Verified Claims in the Amount of \$714,197.24
5. Purchases
6. License Applications
7. Authorize Request for Advance of MSA Funds
8. Acceptance of Gifts - Taste of Shoreview
9. Authorize Purchase of Skidsteer Loader
10. Approval of 2014 Street Sweeping Agreements
11. Final PUD - Hummingbird Floral, 4001 Rice Street N.

VOTE:                   Ayes - 5                   Nays - 0

## **PUBLIC HEARING**

City Attorney Kelly stated that proper notification has been published for the public hearing.

### **DIRECT PREPARATION OF FINAL PLANS AND SPECIFICATIONS AND ORDER IMPROVEMENTS - HANSON/OAKRIDGE NEIGHBORHOOD RECONSTRUCTION, CP 14-01**

#### **Presentation by Public Works Director Mark Maloney**

The feasibility study was received at the City Council meeting on February 18, 2014, and called for a public hearing. Current conditions show three road widths in the neighborhood. The existing water main in Hanson and Oakridge is cast iron. Sanitary sewer has clay pipe, which is in good condition. There is limited storm sewer collection with no treatment. Limited street lighting is available with old fixtures.

The proposed improvements include:

- Removal of old road and installation of new road section
- Increase the width of Hanson to 28 feet with standard pavement
- Increase the widths of Robinhood and Oakridge to 24 feet with standard pavement
- Increase the width of Oakridge to 22 feet with permeable pavement
- Use barrier style curbing

- Replace the CIP water main with DIP and replace service pipe
- Replace existing street lights and add additional lighting on Nottingham and Oakridge
- New lighting fixtures will be installed with aluminum poles and LED cobra-head fixtures

Storm water collection will consist of an infiltration system with catch basins and underground infiltration chambers for the Hanson, Robinhood and Nottingham portions of the project. Because of the limited right-of-way and large number of mature trees on Oakridge, a permeable pavement with a rock storage layer is proposed. Runoff in the area flows toward Turtle Lake, the TCAAP property and Tanglewood. Although not decreasing runoff flow, these improvements will significantly reduce direct discharges into Turtle Lake.

Two information meetings were held with neighborhood residents. They were well attended and there is strong consensus for the need for improvements. Concerns that have been expressed relate to storm water runoff across private property and tree removal. Measures will be taken to limit runoff across private property to the extent possible. The reason for maintaining the road right-of-way widths is to preserve as many trees as possible.

Estimated Costs are as follows:

Street	\$712,500
Storm Sewer	\$443,000
Water Main	\$268,000
Sanitary Sewer	\$123,500
Street Lights	\$ 75,000
 Total Cost:	 \$1,622,000

Special assessments are proposed at approximately 10% of the total estimated cost--\$154,390. This amount means \$1,317 per unit for street work and \$1,120 per unit for storm sewer. The estimated total assessment is \$2,437 per unit with a pay-back period of 10 years. The remaining costs will be funded through the Street Renewal Fund and utility funds.

Proposed project schedule:

Approve Plans and Specifications	April 7, 2014
Bid Opening	May 1, 2014
Council Award Contract	May 5, 2014
Construction Start	May 2014
Construction Complete	October 2014
Assessment Hearing	September 2015

Councilmember Withhart noted that many communities assess at 100% of the cost and asked how much that would be for this project. Mr. Maloney stated that in this case that would amount to approximately \$15,000.

Mayor Martin added that other communities also assess prior to the beginning of a project. Shoreview assesses the true costs one year after the project is completed.

Mayor Martin opened the public hearing.

**Mr. Nick Tempelis**, 4935 Hanson Road, noted that other streets in the neighborhood have surmountable curbs. He asked if the neighborhood could have input into this question.

**Mr. Denny Campbell**, 4910 Nottingham Place, stated that he did not see the road width for Nottingham in the presentation. Mr. Maloney stated that the south part of Nottingham with curb and gutter is wider than is typical at 32 feet. It will transition down to the width of Robinhood at 24 feet. His concern is that there are houses close to the road. At Robinhood it is wider, a width he would like to see maintained because of the curve and need for the sight line for traffic.

**Mr. Dennis Jarnot**, 1000 Oakridge Avenue, stated that there is a sharp curve from Hanson going into Oakridge. He would like to see that curve wider, not narrower. He has a private drive that is wide enough for emergency vehicles and trash haulers. Since there is not enough room on Oakridge for them to turn around, they use his private drive. This will cause a lot of wear and tear, and the City does not repair private drives. A public turnaround needs to be included in this project.

There are approximately 40 mailboxes from Robinhood to Hanson to Oakridge. The driveways are small, and his concern is placing mailboxes on Robinhood during construction. Light poles will be moved onto private property. If the lines are buried, trees will be lost.

He does not know what his assessment will be. If it is the full assessment, he would like to see the City replace the private drives with public roadways that would be maintained by the City. There are elderly people in the neighborhood, and he would like to know how access will be provided for them during construction.

**MOTION:** by Councilmember Wickstrom, seconded by Councilmember Johnson to close the public hearing at 7:40 p.m.

**VOTE:**                   Ayes - 5                   Nays - 0

Regarding use of the barrier style curbs, Mr. Maloney explained that staff recommends the barrier style curb because it saves sod damage from winter operations. It also allows more water to flow into the gutters and saves erosion that saves maintenance of boulevards. Surmountable curbs also mean tire ruts in yards where vehicles drive up the curb.

Councilmember Withhart noted that surmountable curbs were used on roadways before development occurred because it was not known where driveways would be put in or where houses would be located. Entrance to driveways is much rougher on cars when there is surmountable curb. In an established neighborhood, the best option is the barrier style curb.

Mr. Maloney stated that roadway width for Nottingham will be transitioned gradually so as not to have to buy property.

Mr. Maloney responded to Mr. Jarnot's comments. There currently is no turnaround at the end of Oakridge. Conversations have been initiated with property owners regarding options. The mailbox locations are at the discretion of the postal service. Regarding assessments to properties with a private drive, assessments are consistent with the benefit to properties from the project. The private drives west of Hanson are being proposed at the same assessment as other properties in the project. Construction is managed so that full access is maintained throughout the project. When concrete is poured for curb and gutter, residents will be asked to park on the road for the three days it will take the concrete to cure.

Regarding burial of power lines, Xcel Energy has quoted approximately \$1 million per mile. Xcel would prefer not to do this work because power outages can be responded to much quicker if lines are not buried. Mr. Schwerm added that because the cost to bury the lines would be paid by residents, it would add several thousand dollars to resident costs, the City has not asked Xcel to bury lines in any project.

**MOTION:** by Councilmember Johnson, seconded by Councilmember Withhart to adopt Resolution No. 14-13 directing the preparation of plans and specifications and ordering the improvements for the Hanson/Oakridge Neighborhood Road Reconstruction, City Project 14-01.

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

## **GENERAL BUSINESS**

### **QUIET ZONE AND OPERATIONS STUDY AMENDMENT TO SEH CONTRACT**

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

Approval of a Letter of Agreement with SEH, Inc. is requested for Phase 2 of the Rail Quiet Zone and Operation Study. Phase 2 would establish a 24-hour quiet zone along the east/west corridor at the Lexington Avenue Crossing and the Victoria Street Crossing. A Quiet Zone is not being requested now for North Owasso Boulevard on the north/south corridor in part because of the high cost of improvement that will be necessary. Also, Little Canada has contracted with SEH for a similar study of the north/south corridor. Once that study is complete, the City anticipates working with Little Canada on quiet zone proposals for the north/south corridor.

The Letter of Agreement proposed would include plans and specifications for the needed crossing improvements at Lexington and Victoria to establish quiet zones. A Notice of Intent packet would be prepared for submittal to appropriate agencies. SEH would finalize construction drawings, assist with construction and review the improvements for compliance with requirements. Once improvements are completed, a Notice of Establishment would be prepared for submittal to required agencies.

Professional services under the Letter of Agreement would cost \$7,000 and would be approximately a 90-day process. Estimated costs for crossing improvements range from \$7,000 to \$15,000 for median extensions and warning signs. It is anticipated that the quiet zones would be implemented by this summer. Staff is recommending authorization for execution of this agreement.

Mayor Martin noted that the cost for these two intersections is minimal compared to the almost one-half million dollars for the other two intersections at North Owasso Boulevard and Jerrold. Those two crossings are so close together they would have to be improved at the same time. There used to be 2 trains a day. This issue is a result of the fact that now there are 8 to 10 trains a day.

**MOTION:** by Councilmember Withhart, seconded by Councilmember Wickstrom to authorize the City Manager to execute a professional services agreement with SEH, Inc., for Phase 2 of the Railroad Quiet Zone Study to establish a quiet zone along the east-west corridor at the Lexington Avenue and Victoria Street crossings.

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

### **APPROVAL OF AMENDMENTS TO TOBACCO REGULATIONS**

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

The Council discussed the proposed amendments relating to e-cigarettes and tobacco licensing regulations at the December 2013 and March 10, 2014 workshop meetings. An ordinance amendment is recommended to address this issue.

E-cigarettes are battery operated nicotine vaporizers designed to look like cigarettes. The product is sold in cartridges filled with nicotine that users breathe as a result of a small heating element. E-cigarettes are available in many different flavors and many believe the marketing is targeted toward youth. Health impacts are not known at this time.

The current City ordinance is thorough in addressing nicotine delivery devices. Information was received from the Ramsey Tobacco Coalition and Tobacco Control Legal Consortium and the City Attorney has recommended that ordinance provisions be updated to set a stronger and broader definition of delivery devices. The amendments will prohibit tobacco and tobacco related product use and sampling in retail establishments of delivery devices. Vaping lounges would be prohibited. All other City regulations pertaining to licensing and sale of tobacco products would apply to e-cigarettes.

The Public Safety Committee has reviewed the proposed ordinance amendments and supports taking action in an effort to limit youth access to these products.

City Attorney Kelly stated that these amendments will address issues that he believes the City will confront in the future.

MOTION: by Councilmember Quigley, seconded by Councilmember Withhart to approve Ordinance 919 amending the City’s tobacco licensing regulations.

Discussion:

Councilmember Wickstrom noted that e-cigarettes are being addressed throughout the State of Minnesota, not just in Shoreview.

Mr. Schwerm stated that making this part of the Minnesota Clean Indoor Air Act should be done at the state level.

Councilmember Withhart stated that sale of these devices is not being prohibited. The intent of the ordinance is to make it more difficult for youth to obtain them.

**Mr. Nick Tempelis**, 4935 Hanson Road, stated that some e-cigarettes do not contain nicotine. He cautioned thinking that many flavors means targeting youth. There is a lot of science coming out on e-cigarettes.

Councilmember Quigley noted that although nicotine may not be present, there may be other harmful substances. It will take more study to learn about this new product.

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

**ADJOURNMENT**

MOTION: by Councilmember Johnson, seconded by Councilmember Quigley to adjourn the meeting at 8:10 p.m.

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

THESE MINUTES APPROVED BY COUNCIL ON THE \_\_\_ DAY OF \_\_\_\_\_ 2014.

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

# SHOREVIEW ECONOMIC DEVELOPMENT COMMISSION

## Meeting Minutes February 18, 2014

### ROLL CALL

Vice Chair Sue Denkinger called the meeting to order at 7:35 a.m. with the following members present: Jim Gardner, Dave Lukowitz, Dave Kroona, Gene Marsh, and Jonathan Weinhagen. Members, Jeff Washburn and Josh Wing had excused absences. Jason Schaller was absent at the start of the meeting but arrived later.

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

### ACCEPTANCE OF AGENDA

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

**Vote: 6 AYES 0 NAY**

### ELECTION OF CHAIR AND VICE CHAIR

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

### APPROVAL OF MINUTES

Commissioner Lukowitz, seconded by Commissioner Gardner, moved to approve the minutes of January 21<sup>st</sup> as written.

**Vote: 6 AYES 0 NAY**

### INFORMATION EXCHANGE

#### Member Sharing of Information

There was no member sharing of information to report.

#### Staff Information

Simonson stated that the member contact list was updated and is provided for everyone to review for accuracy. He asked members to notify staff of any corrections or updated contact information.

### Recent Council and Planning Commission Actions/Agenda Items

The Applewood Pointe of Shoreview and Pulte Homes residential developments are on the City Council Agenda tonight for final plan approval. Staff has heard that Kozlak's could be closed as early as the end of this month or by mid-March.

**(Member Schaller arrived at 7:42 a.m.)**

Hummingbird Floral has gained preliminary approval from the City Council to relocate from the North Oaks Village Center to the former House of Dreams property. The flower shop needed additional space and has an agreement to purchase the building at Gramsie and Rice Street. The City believes that this will be a good re-use of the property as a limited retail location. Staff understands that the current owner will be making some exterior improvements soon as part of this transaction.

Commissioners asked for a brief update of a property on Lois Drive with a large garage structure that the City has been dealing with for the past couple of years. Staff provided some background and indicated that the property owner has re-applied for variances for the structure, without any significant changes from the past plan.

### **Economic Development Authority Update**

HKGI has come back to the City with some preliminary concept plans for the 5 key areas in the Highway Corridor Transition Study. Last week a design “charette” was held with key City staff to discuss the feasibility of development/redevelopment concepts of the areas that were previously identified. The next step for the study is a joint meeting between the City Council and the EDA on April 14<sup>th</sup> to discuss the refined concepts based on the discussions during the charette process and analysis by the consultant. Simonson said that EDC members Denkinger and Marsh are involved in the study process as members of the EDA and outcomes of the study will be reviewed with the Commission.

Simonson updated the members on the current status of the property at 3339 Victoria Street. With the updated affordable housing rate dropping to \$168,000 from 229,000 the City has determined that that component is no longer a viable option. Staff met with a builders and it was determined that there was interest to have it developed and sold on the private market. The EDA and Council gave staff the direction to create and send out a Request for Proposal for the property in which the builders would be asked to make a purchase offer and include a concept plan for redevelopment.

Simonson gave a brief update on the status of hoarding and City initiatives to assist in those cases. We are now members of a Hoarding Pilot project which includes teaming up with The Hoarding Task Force, the Minnesota Hoarding Project, and Ramsey County. This is to help to streamline the process when hoarding cases are discovered and how to best help those in need – whether it be a minor case or a major case that involves clean-out and/or the mental health component. The EDA recently adopted a policy on protocols for handling and assessing hoarding cases including how the City coordinates enforcement actions with other agencies.

### **PaR Systems Corporate Video**

A promotional video prepared by PaR Systems was shown to the members of the EDC. The video gives the background on who the company is and what they do, and prominently notes they are based in

Shoreview. Simonson said that PaR Systems presented the video during the City's tour with State Commissioner of Revenue Myron Frans. Members agreed that this was a very well done summary showing the world class technology from a company created and headquartered in our community.

## **GENERAL BUSINESS**

### **Commercial Land Inventory Review (Vacant and Redevelopment Areas)**

Simonson directed members to look over the map that was included in their packet which highlighted current vacant parcels as well as targeted redevelopment areas. He added that the inventory was done as part of the recent discussion of both the EDC and EDA to develop strategies on how to prioritize our limited commercial properties available for development or redevelopment.

Commissioner Weinhagen commented that the City of Shoreview is much farther ahead of other cities in having the inventory like this. Simonson gave the option to members on whether they wanted to discuss this information now or we can use it to have a greater discussion in the future. A few of the key parcels were discussed:

- The Children's Hospital Property, with the potential for Class A office as guided by the development covenants.
- The Shoreview Business Campus, which may or may not still have a conservation easement.
- The properties near the gas stations on both sides of the County Road J and Hodgson intersection face the problem of wetlands that could impose major development as well as the dilapidated status of those parcels opposite on the Lino Lakes side of the boundary. If the other side were to have development, the Shoreview side would be affected.
- The 1 acre parcel between Red Robin and the Hilton Garden Inn which could be problematic with the size and location.

Vice Chair Denkinger asked if any of the other members were aware of the Schwab-Vollhaber-Lubratt information that they are in need of expansion space and looking at other properties. Simonson provided background that the company is in need of a new location as they have exhausted their current facility, which is primarily office as they lease a warehouse space in another community. He also mentioned that S.V.L. is one of the three business visits coming up this spring. S.V.L., Deburring, and Stillwater Express Solutions have all been contacted to see when they would be available for a visit from the City.

Commissioner Weinhagen asked if the City was involved in Ramsey County's Economic Prosperity as part of their work plan. Simonson stated that the City staff was aware of the County's Economic Prosperity initiative and the Council recently was given a presentation at a workshop meeting.

Commissioner Weinhagen gave a brief overview to the commissioners. He explained that the County's goal is to cultivate economic prosperity and combat concentrated areas of financial poverty. They will do so by developing a comprehensive economic growth strategy that governs the use of County land,

facilities and services to enhance economic development, expand the tax base and prioritize living-wage job growth. Essentially three strategies will be used:

- People
- Land
- Prosperity

There are lots of non-profits in the county and nearly half the land in the County is residential which both cause greater challenges in reaching this goal. Only 21% of County land is commercial, which makes them ask the question: How do we ensure the highest and best use in redevelopment of the commercial land?

Simonson stated that we are dealing with somewhat of the same problem in Shoreview in terms of limited property and that we have to realize that as much as we want to retain all business we are not going to keep everyone. We need to prioritize and decide which businesses would make the most sense to assist in relocating/expanding. If an analysis is supported and undertaken, he recommends it include an assessment of the impacts of the TCAAP redevelopment has on Shoreview's economic development goals.

Commissioner Gardner asked how we could initiate this study and whether or not we have a list of the businesses that need expansion.

Simonson stated that Step 1 is to look at the redevelopment areas and identify who is there, jobs, tax base, property conditions and then start linking the findings to our BRE plan. Step 2 would be an outside analysis of redevelopment potential and also the TCAAP master plan and its potential impacts.

Commissioner Schaller asked if there are any City metrics/guides in City documents to help guide this discussion. Simonson stated that we do not have anything to that depth and that is why we are looking to find out how to create a strategic plan. He added that the closest document that addresses land use and other development goals is the City's adopted Comprehensive Plan.

Commissioner Gardner said he was tempted to suggest we have a meeting devoted to develop that strategy and a timeline to do that. Denkinger stated the EDA had discussed the need for a joint meeting to discuss that plan and how to look at it more in depth. We have the synergy and need to have a plan in place. Simonson stated that even though the concept plan that was recently updated of the Shoreview Town Center, was done without the benefit of an updated/revised financial and full market analysis. The City does, however, have some real economic development plans/ concepts for the use of the TIF 1 district.

Gardner asked what Hill-Rom actually did. Simonson stated that primarily specialized equipment for cystic fibrosis and other medical equipment, with the Shoreview location being office uses.

Commissioner Kroona asked what the big problem with the Shoreview Corporate Center seems to be. It has been vacant for quite some time. Simonson stated that the 1050 building, across from Red Robin, is always perplexing as it is the newest of the buildings in the campus but there has historically been a lot of turnover of tenants and long periods of vacancy. The 1005 building, which was a manufacturing building that was converted into office space, is likely a candidate for tear-down at this point as compared to the millions of dollars it would take upgrade the exterior and renovate the interior.

**Continued Review / Update of EDC Work Plan for 2014-2015**

This discussion item was continued until next meeting.

**Update on BRE Program – Business Visits**

Simonson stated he had contacted Schwab, Vollhaber, Lubratt, Inc, Deburring, and Stillwater Express Solutions to see when they would be available for a visit from the City this spring. So far S.V.L. had stated the beginning of April would work best for them. Staff will contact Council and EDC members via email on specific dates.

**ADJOURNMENT**

Commissioner Weinhagen, seconded by Commissioner Denkinger, moved to adjourn the meeting at 9:40 a.m.

**Vote: 6 AYES      0 NAYS**

**SHOREVIEW PLANNING COMMISSION  
MEETING MINUTES  
February 25, 2014**

**CALL TO ORDER**

Chair Solomonson called the February 25, 2014 Shoreview Planning Commission meeting to order at 7:00 p.m.

**ROLL CALL**

The following Commissioners were present: Chair Solomonson, Commissioners, Ferrington,, Peterson, Proud, and Schumer.

Commissioners McCool and Thompson were absent.

Chair Solomonson welcomed newly appointed Planning Commissioner Kent Peterson who filled the vacancy created by Gerry Wenner. Chair Solomonson thanked Former Commissioner Wenner for his many years of service on the Planning Commission.

**APPROVAL OF AGENDA**

MOTION: by Commissioner Proud, seconded by Commissioner Schumer to approve the February 25, 2014 Planning Commission meeting agenda as submitted.

VOTE:                   Ayes - 5                   Nays - 0

**APPROVAL OF MINUTES**

Commissioner Proud requested the following changes:

Page 5, last paragraph, second sentence “applicant’s economic situation” should be changed to “applicants’ economic justification.”

Page 7, third paragraph, last sentence should state... “be another six months before there could be a review of the same application,” which is to delete the word “and.”

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to approve the January 28, 2013 Planning Commission meeting minutes, as amended.

VOTE:                   Ayes - 4           Nays - 0           Abstain - 1 (Peterson)

**REPORT ON CITY COUNCIL ACTIONS:**

**Presentation by City Planner Kathleen Castle**

The City Council approved the following applications forwarded by the Planning Commission:

- Planned Unit Development, Development Stage Review and Comprehensive Plan Amendment for Hummingbird Floral & Gifts
- Text Amendment for Subsurface Sewage Treatment Systems
- Wireless Telecommunication Facility Permit for Crown Castle
- United Properties for Redevelopment with Senior Housing at 4785 Hodgson and 506 Tanglewood
- Pulte Homes for a 25-Lot Subdivision at 5878 Lexington

## **NEW BUSINESS**

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

**FILE NO.:** 2516-14-06  
**APPLICANT:** JAY HOPPE  
**LOCATION:** 707 SCHIFSKY ROAD

#### **Presentation by Senior Planner Rob Warwick**

The applicant seeks the following variances for a house addition:

- Increase permitted foundation area from the existing 1,759 square feet(28.6%) to 2,057 sq. ft. (33.4%).
- Increase permitted impervious surface from 2,775 square feet (45.1%) to 2,969 square feet (48.3%)
- Reduce the front setback from the south lot line from 25 feet to 12 feet
- Reduce the rear setback from the north lot line from the minimum 30 feet to 1.1 feet

A Residential Design Review is required because the property does not conform to the minimum lot requirements for a riparian lot since the lot area is 6,150 square feet, less than the 15,000 sq. ft. minimum area for a standard lot. The lot has frontage on the east side of Turtle Lake and is developed with a one-story house and attached garage. Access is from the south. The existing storage shed located on the lakeside of the property would be removed. The improvements include:

- A 15- by 30.5-foot (457 sq. ft.) partial second story;
- A 2- by 14-foot (28 sq. ft.) onto the west lakeside of the house;
- A 5- by 7-foot (35 sq. ft.) front entry stoop (12 feet from the front property line); and
- A 10- by 22-foot (220 sq. ft.) garage addition (1.1 feet from the north lot line).

The property is zoned R1, Detached Residential and is in the Shoreland District for Turtle Lake. The structure setback from the Ordinary High Water (OHW) is in compliance, but variances are needed from the front (south) and rear (north) lot lines. The Building Official notes that construction less than 5 feet from the property line must use methods that retard the spread of

fire. The proposed 1.1 foot setback for the garage creates impacts for construction and stormwater management.

The applicant justifies the variance requests stating that practical difficulty exists with the lack of storage space for lake recreation equipment. The house has no basement.

The neighborhood has poor soils and a high water table, which is why houses are developed on slabs or over crawl spaces. The lake lots are small with a high percentage of impervious coverage. There are larger homes and garages on non-riparian lots to the east on Schifsky Road.

Staff believes there is practical difficulty for the front and rear setback variance requests. The required setbacks of 25 feet for the front and 30 feet for the rear would exceed the depth of the entire lot. There is no buildable area without variance relief. Any expansion would require a variance, which is a practical difficulty and unique circumstance.

Staff finds less reason for practical difficulty for the foundation area of the house and impervious surface. The existing foundation area and impervious surface exceed current regulations and can be reused. The proposed improvements seem to exceed development capacity of the site and are too intense. City standards for impervious surface coverage are stricter for riparian lots to minimize impact to water quality.

Property owners within 150 feet were notified of the application. One resident responded with concern about construction, parking and storage. No written comments were received.

Staff finds that the proposed improvements are too intense for the property and is recommending denial of the variance requests and Residential Design Review.

Commissioner Ferrington asked if the stoop would be included in the foundation area calculation. Mr. Warwick answered yes, and noted the cantilevered portion and the addition are all included in the foundation area. She further asked if the proposed pervious pavers to replace the patio are counted as impervious surface. Mr. Warwick responded that it is questionable whether the pavers will be effective because of the high water table.

Chair Solomonson asked if the existing front setback is 12 feet. Mr. Warwick stated that it is now 14 feet. Chair Solomonson noted a 15-foot driveway easement for access to 703 Schifsky. Mr. Warwick stated that only a small portion of that easement would count as impervious surface on the applicant's property since it is largely located on the property at 703 Schifsky.

Commissioner Ferrington asked the width of the easement. Mr. Warwick explained that Schifsky Road is a 40-foot right-of-way which terminates approximately 15 feet east of the corner of 707. South of 707 there is a parcel that is a 20-foot strip used as a lake access lot for a group of homeowners. It is privately owned. The parcel south of that strip is a second easement, 10-feet wide, that provides lake access to a different group of homeowners. Neither of those two parcels are buildable, which makes the property at 707 appear more open. Three houses to the south were granted variances for impervious surface using the rationale that they were encumbered with the 30-foot driveway easement.

Commissioner Ferrington asked how this proposal would be impacted by future planned road improvements. Mr. Warwick stated that any rights the City has would unlikely extend past the pavement already installed. Even if improved, the street will not be through. It will be for private use, not public use. Curb and gutter will be added, but he does not anticipate the road becoming much wider.

Commissioner Schumer asked if the driveway at 707 is on the easement. Mr. Warwick stated that it is on the private easement.

Chair Solomonson asked if the proposed second story would have to comply with the Building Official's fire wall requirements. Mr. Warwick answered that the second story would have greater than a 5-foot setback and would not need to comply with the stipulations of the Building Official. Chair Solomonson noted the unique circumstance of the front of 707 being oriented north/south while the front of neighboring homes are oriented east/west.

**Mr. Tim Sullivan**, RDC Architects, stated that he represents the applicant. Commissioner Ferrington asked him to further explain the 2 foot by 14 foot addition to the living room. **Mr. Sullivan** stated that space was sacrificed to add a front entry. That is the reason for the expansion. He stated that 704 and 708 have similar circumstances, and their variances were approved. There is 200 square foot patio on the southwest corner of 707. He asked if the impervious surface problem would be solved if the shed, patio and sidewalk to the patio were removed. Ms. Castle stated that applicant can maintain the current amount of impervious surface. Anything above that would need a variance.

**Mr. Sullivan** stated that 707 is the smallest lot on the lake. Access from the side is the reason for needing the variances for setbacks. Front and rear setbacks are being applied to what would otherwise be side setbacks. He is trying to understand why the shed is not considered part of the foundation area, but the cantilever and a roof overhang would be considered part of the foundation area. Mr. Warwick stated that sheds are included in foundation area only when it exceeds 150 square feet. Overhangs are not considered part of the foundation, but cantilevers are part of the foundation.

**Mr. Sullivan** stated that because of the unique circumstances of this lot, he believes variance relief is warranted for adequate storage space.

Chair Solomonson stated that he agrees there are unique circumstances for this property. He likes the plan and would support it except for the third stall garage, which is too much for this property. The lot is not a standard size. Further expansion on a non-standard small lot does not make sense.

Commissioner Ferrington agreed and added that lot coverage may be taken care of by the architect's suggestion to remove the patio. A nice improvement is the stoop, but she would prefer to not have the 2 foot by 14 foot extension on the lake side. The third stall garage overbuilds the lot. The size of the lot cannot be changed, and some things may need to be stored off-site. She noted that although variances would be needed for a second story addition because

of the existing nonconforming setbacks, if there is no cantilever with the second story, foundation area would not be impacted.

Commissioner Proud stated that one way to solve many problems of this property would be to explore the purchase of additional property to the south, which is only used for ingress and egress. It is a good plan, but he cannot support the variances.

Commissioner Schumer agreed that the third stall garage is too much for the property. He has no problem with the 2 foot by 14 foot extension on the lake side. He cannot support the proposal as it is presented.

Commissioner Peterson stated that he understands the reason to update the home on this nice location, but as presented, it is contrary to Code and does not conform.

**Mr. Jay Hoppe**, 1010 Sherwood Road, asked if the plan would be acceptable if he were to eliminate the third car stall and would like the opportunity to present such a revised plan.

MOTION: by Commissioner Ferrington, seconded by Commissioner Proud to table this proposal to the next Planning Commission meeting and extend the review period to 120 days.

VOTE: Ayes - 5 Nays - 0

## MISCELLANEOUS

### City Council Meetings

Commissioners McCool and Chair Solomonson will respectively attend the March 3rd and March 17th City Council meetings.

### Workshop

The Planning Commission held a workshop meeting immediately following this meeting.

## ADJOURNMENT

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to adjourn the meeting at 8:15 p.m.

VOTE: Ayes - 5 Nays - 0

ATTEST:

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Kathleen Castle  
City Planner

**HUMAN RIGHTS COMMISSION  
MEETING MINUTES  
FEBRUARY 26, 2014**

**CALL TO ORDER**

Co-Chair Springhorn called the meeting to order at 7:01 pm with the following members present: Elaine Carnahan, Cory Springhorn, Julie B. Williams, Lisa Wedell-Ueki, Mary Yee Johnson, Bob Minton, Samuel Abdullai, Richard Bokovoy and Neha Sethi.

Commissioners that were not present: Mark Hodgkinson

Also present was Terri Hoffard, Deputy Clerk.

**APPROVAL OF MINUTES**

Williams moved, seconded by Wedell-Ueki, approval of the January 22, 2014 minutes with one minor revision. Julie B. Williams was listed twice under Call to Order. Motion was adopted unanimously.

**REVIEW OF ART POSTER CONTEST**

The Commission members shared their thoughts on the outcome of the poster contest. They were impressed at how many of the winners attended the City Council meeting (only two were not present) and how well the school visits went. They agreed the teachers all did a good job of educating their students on Martin Luther King Jr. Commissioner Williams commented that she wishes that we were able to give the winners as many prizes as we used to in previous years. Without receiving donations from area businesses, the City budgeted \$300 for prizes and staff purchased some gifts and gift cards to be divided between the winners.

**ESSAY CONTEST REVIEW AND SELECTION**

Commission members reviewed and discussed the three essays that were received from Chippewa Middle School. After some discussion about each of the essays, the Commission took a vote to decide on the first place essay. A majority of Commission members voted for the essay submitted by Kaitlin Manning for first place and staff will forward her essay on to the State Human Rights Commission. Second place was awarded to Lucy Chen and third place went to Madelyn West. Since there were only three essays submitted, the Commission felt that all three essay writers should receive a prize.

**NEW BUSINESS**

Since the Commission has two new members, some discussion was had concerning email protocol and the open meeting law.

Neha Sethi informed the Commission about an event taking place at Mounds View High School on Thursday, April 3. The event is called “Cultural Explosion” and students will have booths representing 30-40 different countries that will be offering information, food and entertainment specific to that country. Last year’s event was a huge success and she encouraged Commission members to attend.

### **DISCUSSION REGARDING COMMUNITY DIALOGUE**

There was much discussion about the Community Dialogue tentatively set for this fall. Background information was given to the new Commissioners about previous Community Dialogues. The topic for this year’s Dialogue will be “bullying”. Commission members will bring ideas to the next meeting.

### **OTHER ISSUES**

Samuel Abdullai informed the Commission that he will not be able to attend the next meeting since he will be out of the country.

### **ADJOURNMENT**

There being no further business before the Commission, Abdullai moved, seconded by Carnahan, that the meeting be adjourned at 8:15 pm.

**PARK AND RECREATION COMMISSION  
MINUTES  
FEBRUARY 27, 2014**

**CALL TO ORDER**

Park and Recreation Commission Chair Desaree Crane called the February 27, 2014 meeting of the Park and Recreation Commission to order at 7:05 PM.

**ROLL CALL**

Members Present: Desaree Crane, Tom Lemke, Carol Jauch, Charlie Oltman, Linda Larson, Athrea Hendrick, and Craig John.

Members absent: Sarah Boehnen and Catherine Jo Healy.

Others Present: Michelle Majkozak, General Manager; Jeremy Bailey, Recreation Program Supervisor.

**APPROVAL OF MINUTES**

Althrea Hedrick moved, seconded by Linda Larson, approval of the January 23, 2014 minutes. Motion was unanimously adopted.

**DISCUSSION REGARDING YOUTH ATHLETIC ASSOCIATION RECOGNITION AND SCHEDULING PRIORITY DESIGNATION**

Jeremy Bailey discussed scheduling for the youth athletic associations. Oltman commented on the large increase in soccer participants in the City's program in 2013. Jeremy Bailey added that there was a shortage of fields at some of the schools and in other communities at the start of the season which could be responsible for some of the increase in soccer participation. Last year, the fields were not ready until late in the season due to the weather. Tom Lemke asked if we would ever be able to get on the fields this year after such a difficult winter. Michelle Majkozak added the maintenance crew will have their challenges to get the fields ready for use this year.

Tom Lemke inquired about our relationships with the various youth athletic organizations. Jeremy Bailey responded that all organizations were very cooperative and that he has met with several of the organizations this year. Bailey summarized the memo and policy. Oltman asked if they needed to approve the policy for use of city athletic fields. Bailey replied that the policy had already been adopted and that we were just looking for approval for all to receive youth athletic association recognition and scheduling priority. Oltman moved to approve, Lemke seconded. Motion was unanimously approved.

## **STAFF REPORTS**

Majkozak asked if there were any other questions regarding Recreation Programs, Community Center, and Community Center Expansion. Oltman asked Majkozak what she thought was the most important area in need of expansion. Majkozak replied that every group feels their needs are the greatest. Majkozak said she felt the need for more multipurpose space; family locker rooms and fitness center were top priorities. John asked if Summer Discovery had filled yet and Majkozak replied that the program had almost filled and was at the same number of registrations as last year. Majkozak added that two additional class rooms were added to the Summer Discovery program last year increasing the capacity of the program to about 250 children. There was further discussion about the Summer Discovery program and the addition of multipurpose space.

There was some discussion about the indoor playground and moving it to the front entrance. Majkozak responded that Gary Chapman had heard from the company that inspects our playground that this would be a costly alternative. Most Commissioners agreed it would be a nice option but it would be difficult to justify the expense. There was further discussion on the potential for issuing bonds for the project. Lemke added some information on bonding requirements and how this would most likely not be an option for this project. All Commissioners agreed and are looking forward to receiving the next report from BWBR.

## **ADJOURNMENT**

There being no further business before the Commission, it was moved and seconded that the meeting be adjourned at 7:30 p.m. motion approved.

**Minutes**  
**ENVIRONMENTAL QUALITY COMMITTEE**  
**March 24th, 2014 7:00 PM**

**1. CALL TO ORDER**

The meeting was called to order at 7:00pm.

**2. ROLL CALL**

Members present: Tim Pratt, Lisa Shaffer-Schrieber, Susan Rengstorf, Paige Ahlborg, Lynn Holt

Members absent: Mike Prouty, Dan Westerman, John Suzukida, Katrina Edenfeld

Staff present: Jessica Schaum

**3. APPROVAL OF AGENDA**

The agenda was approved with no changes.

**4. APPROVAL OF MEETING MINUTES – February 24, 2014**

The minutes were approved with no changes.

**5. BUSINESS**

**A. Committee welcome**

- i. The Committee welcomed its newest member, Lynn Holt and did brief introductions.

**B. Speaker Series 2014**

- i. Review: March 19<sup>th</sup>: We all live on waterfront property – Jessica Bromelkamp – Rice Creek Watershed District. The Committee felt that it was well attended and a great background to what average residents could do for maintaining and enhancing water quality.
- ii. April 16<sup>th</sup>: Solar success stories – Diana McKeown Our final speaker will include the following:
  1. Where our energy in Minnesota comes from
  2. Carbon impacts of solar projects and energy efficiency
  3. What's happening in the "solar world" (legislative/policy)
  4. What's available for tax credits/incentives from the State or utilities
  5. Real examples of existing Shoreview solar projects: A past Green Community Award winner will speak about his experience, costs, and payback timeframe
  6. Resources and "where do I go from here" opportunities for residents to learn more or get connected with the industry

**C. Annual report**

- a. Final approval was given to the drafted Annual Report. Jessica will send to the City Council with the March minutes.

**D. Newsletter Topics**

- a. May/June issue – deadline March 3- we submitted: (12 page issue)
  - i. EAB Treatment program and Oak trimming reminder (Jessica)
  - ii. Yard waste sites with hours
  - iii. Waterfest and Landscape Revival
  - iv. New organics drop off at Ramsey County Yard Waste sites
- b. Late summer issue – brainstormed the following:
  - i. Water Conservation, Ramsey County compost reminder, electronics/hazardous waste drop off options, carp or other invasive species

issues, dog wastes, and energy saving tips. Articles are due the first week of May.

E. Public Works Update

- i. City and County Credit Union Development Review - Jessica presented the development plans for site and building plan review. The comments below were forwarded to the Planning Commission for their March 25<sup>th</sup> meeting:
  1. A consideration may include sinking the parking islands to maximize additional infiltration on site and planting with native shrubs.
  2. To further reduce impervious surfaces needed, the Committee suggested fewer parking spaces (17) to maintain a larger portion of the wetland buffer intact, or have the additional spaces use some sort of pervious pavement in place of traditional asphalt.
  3. There was a concern for adequate snow storage throughout the retail site with the proposed building being placed where this year's snow has been stored. Because snow removal in parking lots usually contains salt, litter, car oils, etc, the Committee recommends avoiding the storing or pushing of snow into the wetland or infiltration area constructed for proper stormwater management.
  4. The Committee suggested a crosswalk or some other designated area through the parking spaces so customers could walk safely from the Credit Union building to the other businesses in the retail center.
  5. The Committee would like to see proper tree protection for existing trees throughout the site and diversity in the replantings. The maple trees suggested on the landscape plan could be swapped out for other tree species since the next invasive species coming along favors maple trees (the Asian Longhorned beetle.)
- ii. Tree sale –A full page order form in ShoreViews has already generated several orders. The City offers the tree sale as a way for residents to purchase trees at wholesale prices. Shoreview crews will deliver the trees in mid-May. Forms are available online, at City Hall, or residents can purchase them online at the Shoreview store. Jessica encouraged members to promote the sale.
- iii. Forestry interns – 6 people will be interviewed soon for 2 seasonal forestry intern positions.
- iv. Sustainability Practices award submittal – Jessica emailed the award document to members beforehand, members commented that Shoreview is a great place to live.

F. Other

- a. Next Speaker Series – April 16      Next regular meeting – April 28

G. Adjournment

The Committee adjourned at approximately 8:20pm.

## MOTION SHEET

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

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

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

Date	Description	Amount
03/18/14	Accounts payable	\$81,814.74
03/20/14	Accounts payable	\$152,410.40
03/24/14	Accounts payable	\$27,653.69
03/27/14	Accounts payable	\$134,394.87
03/31/14	Accounts payable	\$25,032.86
04/03/14	Accounts payable	\$113,038.56
04/07/14	Accounts payable	\$265,365.04
<b>Sub-total Accounts Payable</b>		<b>\$ 799,710.16</b>
03/21/14	Payroll 126550 to 126589 966535 to 966423	\$149,276.71
04/04/14	Payroll 126592 to 126629 966424 to 966608	\$143,782.48
<b>Sub-total Payroll</b>		
<b>TOTAL</b>		

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

04/07/14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ALLIANCE BENEFIT GROUP INC	MONTHLY COBRA/FEBRUARY	101	40210	3190		003	\$10.00	\$10.00
AMSAN BRISSMAN KENNEDY	BATH TISSUE/CAN LINERS/SOAP	220	43800	2110			\$535.79	\$535.79
AMSAN BRISSMAN KENNEDY	PAPER TOWEL/CLOROX/KLEENEX/ALPHA HP	220	43800	2110			\$1,789.40	\$1,789.40
AMSAN BRISSMAN KENNEDY	WIPER/GASKET	220	43800	3890			\$334.22	\$334.22
ARC SERVICES INC	REPLACEMENT SWIM PLATFORM POOL	220	43800	2240		003	\$2,177.04	\$2,177.04
CASEY, MIKE	MAIL BOX REIMBURSEMENT	101	42200	2181		003	\$50.00	\$50.00
CERTIFIED LABORATORIES	LUSTER GUARD/QUICK CURE/LOCK CEASE	220	43800	2240		001	\$725.86	\$725.86
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGES FOR RESALE	220	43800	2590		001	\$369.32	\$369.32
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/JAN STMT/15 @ \$6	307	44100	4890			\$90.00	\$90.00
COMMUNITY REINVESTMENT FUND	GMHC ADMIN FEES/FEB STMT/15 @ \$6	307	44100	4890			\$90.00	\$90.00
COORDINATED BUSINESS SYSTEMS	MITA LASER MAINTENANCE	101	40550	3860		004	\$162.58	\$162.58
CUB FOODS	OIL FOR PUMPS	602	45550	2282		001	\$58.14	\$58.14
CULLIGAN	IRON FILTER RENTAL	220	43800	3190		007	\$94.05	\$94.05
ECM PUBLISHERS INC	AD IN BRIDAL GUIDE	220	43800	2201		004	\$287.00	\$287.00
FROGH, RUTH E	REFUND CLOSING OVRPYMT-940 ISLAND LK AVE	601	36190			003	\$163.06	\$163.06
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	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
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	\$23.75	\$23.75
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	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$16.27	\$16.27
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$16.33	\$16.33
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$15.45	\$15.45
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$15.41	\$15.41
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$16.32	\$16.32
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$16.33	\$16.33
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$15.44	\$15.44
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	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$42.50	\$42.50
GRANDMA'S BAKERY	BIRTHDAY CAKE FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BAKERY FOR RESALE	220	43800	2590		001	\$15.41	\$15.41
HEALTH PARTNERS	HEALTH INSURANCE:MAR SHORTAGE,APRIL 2014	101	20410				\$54,767.40	\$54,767.40
HEALTH PARTNERS	HEALTH INSURANCE:APRIL 2014	101	20411				\$509.88	\$509.88
HEALTH PARTNERS	HEALTH INSURANCE:APRIL 2014	101	20411				\$509.88	\$509.88
JOHN A. DAL SIN & SON INC	ICE DAM AND SNOW REMOVAL	220	43800	3810		004	\$606.90	\$606.90
JOHNSON, GEORGE	REFUND CLOSING OVRPYMT-347 SNAIL LK RD	601	36190			003	\$22.97	\$22.97
JONES & BARTLETT PUBLISHERS, I	ONLINE LIFEGUARD BOOK CODE	220	43800	2200		002	\$28.95	
LILLIE SUBURBAN NEWSPAPERS INC	TASTE OF SHOREVIEW AD	270	40250	4890		005	\$191.80	\$191.80
LILLIE SUBURBAN NEWSPAPERS INC	FULL PAGE ARTICLE/AD FOR RENTALS	220	43800	2201		004	\$719.00	\$719.00
LILLIE SUBURBAN NEWSPAPERS INC	WEB AD FOR SVCC RENTALS	220	43800	2201		004	\$39.00	\$39.00
LILLIE SUBURBAN NEWSPAPERS INC	CAMP AD WEB	225	43400	3390			\$10.00	\$10.00
LILLIE SUBURBAN NEWSPAPERS INC	CAMP GUIDE AD	225	43400	3390			\$75.00	\$75.00
MASTER-LINK SPORTS INC	BIKE CHAIN & SEAT, ABDUCTOR CABLE	220	43800	3890			\$175.00	\$175.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MCGUIRE, MICHAEL	REFUND CLOSING OVRPYMT-515 CHANDLER CT	601	36190			003		\$9.61	\$9.61
MENARDS CASHWAY LUMBER **FRIDL	PARTS FOR WASH BAY PIPING	701	46500	2180		001		\$34.37	\$34.37
MENARDS CASHWAY LUMBER **FRIDL	TOOLS	701	46500	2400		003		\$37.52	\$37.52
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: FEBRUARY 2014	701	46500	2120				\$566.30	\$566.30
MOORE MEDICAL, LLC	FIRST AID GLOVES & BAG	220	43800	2200		001		\$420.05	\$420.05
NORTHERN STAR COUNCIL/BSA	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001		\$645.00	\$645.00
ORKIN EXTERMINATING CO INC.	PEST CONTROL LARSON HOUSE	101	40800	3190				\$78.97	\$78.97
PLUG'N PAY TECHNOLOGIES INC.	FEB/RETAIL/CC FEES	220	43800	4890		002		\$244.31	\$304.05
		225	43400	4890				\$59.74	
PLUG'N PAY TECHNOLOGIES INC.	FEB/ECOMM/CC FEES	220	43800	4890		002		\$3.88	
		225	43400	4890				\$28.97	\$32.85
PMA FINANCIAL NETWORK, INC	JANUARY 2014 BANK FEES	101	40500	4890		004		\$184.30	
POSTMASTER	STANDARD MAIL PERMIT FEE - PERMIT #5606	602	45550	3220		001		\$110.00	\$220.00
		601	45050	3220		001		\$110.00	
POSTMASTER	DEPOSIT/PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220		001		\$500.00	\$1,000.00
		601	45050	3220		001		\$500.00	
PRESS PUBLICATIONS	WEDDING AD/TASTE OF SV AD	220	43800	2201		004		\$610.00	\$915.00
		270	40250	4890		005		\$305.00	
SIMPLEXGRINNELL LP	FIRE ALARM TEST AND INSPECT	220	43800	3810		003		\$798.22	
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$136.01	\$136.01
TARGET COMMERCIAL INVOICE	SWIM DIAPERS FOR RESALE	220	43800	2590		002		\$59.22	\$59.22
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003		\$1,105.41	\$1,385.41
		101	43710	3210				\$245.75	
		601	45050	3210				\$34.25	
U S BANK/REVTRAK	FEB 2014 CREDIT CARD FEES	101	44100	4890		001		\$2.69	
		101	44300	4890		001		\$139.52	
		220	43800	4890		002		\$3,171.60	\$6,805.39
		225	43400	4890				\$1,341.75	
		601	45050	4890		003		\$1,074.92	
		602	45550	4890		003		\$1,074.91	
WATSON COMPANY	WAVE CAFE ITEMS FOR RESALE	220	43800	2590		001		\$1,420.92	\$1,420.92
WATSON COMPANY	WAVE CAFE FOR RESALE	220	43800	2590		001		\$116.16	\$116.16
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001		\$60.00	\$60.00
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/NORTH OAKS	101	42200	3610				\$44.88	
XCEL ENERGY	SIRENS: ELECTRIC	101	41500	3610				\$59.28	\$59.28
YALE MECHANICAL INC	RE-PIPE FILL LINE FOR WHIRLPOOL BOILER	220	43800	3810		007		\$1,114.19	\$1,114.19
YALE MECHANICAL INC	RPZ REPAIR	220	43800	3810		007		\$291.25	\$291.25
Total of all invoices:								\$81,814.74	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AMAN, JARROD	FACILITY REFUND	220	22040					\$25.00	\$25.00
AMAZON.COM	BUSINESS CARD MAGNETS	225	43555	2170				\$23.63	\$23.63
APWA	2014-2015 APWA GROUP MEMBERSHIP	101	42050	4330				\$1,277.50	\$1,277.50
ARNT CONSTRUCTION CO INC	PMT 6 OWASSO ST RECONST PROJECT 09.12	571	47000	5900				\$15,783.30	\$15,783.30
BENJAMIN, SALLY	FACILITY REFUND	220	22040					\$25.00	\$25.00
BLANCHARD, PATRICIA	FROZEN SERVICE COST SHARE NEIGHBOR SPLIT	601	45050	4890				\$160.00	\$160.00
BOSTON BUSINESS COMPUTING	ADMINS EDITOR FOR LEE	101	40550	2180		006		\$200.00	\$200.00
CENTURY COLLEGE	CLASS BOOK	101	40500	4500		002		\$39.95	\$39.95
CHASE, NICOLE	FACILITY REFUND	220	22040					\$25.00	\$25.00
COMCAST.COM	MODEM 2 INTERNET CHARGE	230	40900	3190		002		\$130.55	\$130.55
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 03-21-14	101	21720					\$8,898.47	\$8,898.47
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:03-21-14	101	20420					\$134.75	\$134.75
DAVIES, CHERILYN	FACILITY REFUND	220	22040					\$25.00	\$25.00
DAVIS, HEATHER	FACILITY REFUND	220	22040					\$25.00	\$25.00
DAY PROGRAM, WBL EXTENDED	FACILITY REFUND	220	22040					\$21.84	\$21.84
DE MALDONADO, CLAUDIA	STAR FISH 1 & 2	220	22040					\$73.00	\$73.00
DRESCHER, ANDREW & BARBARA	FROZEN SERVICE COST SHARE-NEIGHBOR SPLIT	601	45050	4890				\$160.00	\$160.00
DRIVAS, ELAINE	FACILITY REFUND	220	22040					\$25.00	\$25.00
ELITE FTS.COM	SOCKS FOR RESALE	220	43800	2591		003		\$202.09	\$202.09
FREKING, PAM	FACILITY REFUND	220	22040					\$43.00	\$43.00
FREKING, PAM	FACILITY REFUND	220	22040					\$50.00	\$50.00
FRUEHLING, PETER	AQUATICS - PRESCHOOL	220	22040					\$68.00	\$68.00
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		003		\$172.72	\$172.72
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:03-21-14	101	20418					\$5,505.00	\$5,505.00
GREY, JOLANTA	FACILITY REFUND	220	22040					\$25.00	\$25.00
HALWAG, DOROTHY	FROZEN SERVICE COST SHARE	601	45050	4890				\$500.00	\$500.00
HANSELL, JENNY	FACILITY REFUND	220	22040					\$100.00	\$100.00
HILGERT, BECKY	FACILITY REFUND	220	22040					\$50.00	\$50.00
HILL, NICOLE	MILEAGE REIMBURSEMENT	240	44400	4500				\$40.32	
HOCKEY ASSOCIATION, MV YOUTH	FACILITY REFUND	220	22040					\$25.00	\$25.00
HOKANSON, MARK	AQUATICS PRESCHOOL	220	22040					\$73.00	\$73.00
HOSTETTLER, NAZHENE	FACILITY REFUND	220	22040					\$25.00	\$25.00
HYDRO CAD SOFTWARE SOLUTIONS L	HYDROCAD ANNUAL RENEWAL	101	40550	3860		002		\$210.00	\$210.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:03-21-14	101	21750					\$5,452.19	\$5,452.19
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:03-21-14	101	20430					\$655.00	\$655.00
JOHNSON, TIFFANY	FACILITY REFUND	220	22040					\$25.00	\$25.00
KEHRBERG, CHARLES	FROZEN SERVICE COST SHARE NEIGHBOR SPLIT	601	45050	4890				\$160.00	\$160.00
LANG, EMILY	FACILITY REFUND	220	22040					\$25.00	\$25.00
LARSON, ROSEMARY	FACILITY REFUND	220	22040					\$25.00	\$25.00
LEEANN CHIN.COM	EDA WORKSHOP MEETING SUPPLIES	240	44400	2180		001		\$65.85	\$65.85
LOGUE, STEPHANIE	FACILITY REFUND	220	22040					\$25.00	\$25.00
LUOMA, HAILEY	FACILITY REFUND	220	22040					\$25.00	\$25.00
LYNCH, DAVID & TERESA	FROZEN SERVICE COST SHARE	601	45050	4890				\$400.00	\$400.00
MALEVICH, WILLIAM & CAROLE	FROZEN SERVICE COST SHARE NEIGHBOR SPLIT	601	45050	4890				\$160.00	\$160.00
MCCALLUM, JEFFREY	PASS REFUND	220	22040					\$80.00	\$80.00
MCENTIRE, ANGIE	FACILITY REFUND	220	22040					\$25.00	\$25.00
MENARDS CASHWAY LUMBER **FRIDL	FILTERS FOR WELLS	601	45050	2280		005		\$26.04	\$26.04
MILLER, LAURA	BALLET FITNESS	220	22040					\$69.00	\$69.00
MINNESOTA ASSOCIATION OF	MEMBERSHIP RENEWAL: ANDERSON	101	40400	4330		001		\$75.00	\$75.00
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:03-21-14	101	20435					\$217.50	\$217.50
MINNESOTA DEPARTMENT OF REVENU	Sales Use Tax FEBRUARY 2014	101	40100	4890		004		-\$ .15	\$16,051.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
		101	40200	3210		300		\$26.10	
		101	40200	3930		200		-\$126.27	
		101	40210	4890		001		-\$0.08	
		101	40550	3860		110		\$62.88	
		101	40550	3860		180		\$104.50	
		101	40550	3860		400		\$5.59	
		101	43400	2010				\$11.78	
		220	43800	2110				\$120.33	
		220	43800	2140				\$336.19	
		220	43800	2160		002		-\$0.48	
		220	43800	2180		002		\$120.63	
		220	43800	2180		003		\$20.75	
		220	43800	2200		003		\$15.37	
		220	43800	2240		001		\$99.19	
		220	43800	2240		003		\$46.47	
		220	43800	2590		002		\$5.59	
		220	43800	3190				\$20.90	
		220	43800	3190		001		-\$0.42	
		220	43800	3190		007		\$82.23	
		220	43800	3610				\$852.27	
		220	43800	3810		007		\$35.82	
		220	43800	3890				\$38.97	
		220	43800	3890				\$2.89	
		220	43800	3890				\$2.89	
		220	43800	3960		003		\$74.87	
		220	43800	3960		004		\$90.75	
		220	43800	3970				\$16.01	
		225	43510	2170		005		-\$0.45	
		225	43520	2170		002		-\$0.11	
		225	43530	2170		001		\$24.24	
		225	43530	2170		003		-\$0.79	
		225	43535	2170		002		\$4.62	
		225	43555	2170				\$45.06	
		225	43580	2172		002		-\$0.04	
		225	43590	3173		001		-\$3.86	
		225	43555	2170				\$1.98	
		240	44400	2180				-\$0.23	
		240	44400	2180		001		\$14.33	
		270	40250	2180		001		-\$0.08	
		270	40250	3950		020		-\$5.50	
		401	43800	5300				\$465.31	
		405	43800	5300				\$548.17	
		422	40550	5800		700		\$63.12	
		601	45050	3190				-\$0.14	
		701	46500	5800				-\$14.20	
		220	21810					\$12,087.00	
		701	46500	2120		003		\$212.00	
		601	21810					\$545.00	
MINNESOTA DEPT LABOR AND INDUS	LICENSE FEES: NELSON	101	44300	4330				\$110.00	\$110.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:03-21-14	101	20420					\$35.00	
NEWEGG.COM	WIRELESS HEADSET REPLACEMENT	101	40550	2010		001		\$187.99	\$187.99

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
NEWEGG.COM	WIRELESS HEADSET CABLE	101	40550	2010		001	\$56.57	\$56.57
NEWEGG.COM	RECEIPT PRINTERS FOR WEBSTORE	422	40550	5800		010	\$621.66	\$621.66
NEWEGG.COM	PLANTRONICS HEADSET REPLACEMENT	101	40550	2010	001	001	\$187.99	\$187.99
NEWEGG.COM	CABLE FOR HEADSET	101	40550	2010		001	\$56.57	\$56.57
NORBERG, SANDRA	FROZEN SERVICE COST SHARE NEIGHBOR SPLIT	601	45050	4890			\$160.00	\$160.00
NORTHERN HYDRAULICS	HIGH LIFT	701	46500	2400		006	\$359.99	\$359.99
PAWLIK, BENJAMIN	SOFTBALL (TUE MEN E)	220	22040				\$654.64	\$654.64
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:03-21-14	101	21740				\$27,885.82	\$27,885.82
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTION:03-21-14	101	21740				\$246.10	\$246.10
RUBBER STAMPS.COM	FELT STAMP PADS	101	44300	2010			\$19.90	\$19.90
RUOHONIEMI, KRYSTAL	FACILITY REFUND	220	22040				\$214.25	\$214.25
RYLICKI, CRYSTAL	FACILITY REFUND	220	22040				\$25.00	\$25.00
SHORT ELLIOTT HENDRICKSON, INC	RR QUIET ZONE STUDY	101	42050	3190			\$2,540.06	\$2,540.06
SHORT ELLIOTT HENDRICKSON, INC	OWASSO/VICTORIA/E CONSTRUCTION	571	47000	5910			\$636.74	\$636.74
SMITH, ALLISON	FACILITY REFUND	220	22040				\$25.00	\$25.00
SOUCHERAY, SANDRA	FACILITY REFUND	220	22040				\$25.00	\$25.00
SPECTOR, ANGELA	FACILITY REFUND	220	22040				\$25.00	\$25.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:03-21-14	101	21710				\$21,147.71	
		101	21730				\$26,912.60	
		101	21735				\$6,310.70	\$54,371.01
TROOP #408, BOY SCOUT	FACILITY REFUND	220	22040				\$66.00	\$66.00
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:03-21-14	101	20420				\$60.00	
VOIPLINK	AVAYA HANDSET REPLACEMENTS	422	40550	5800		016	\$5,795.15	\$5,795.15
WALLY'S UPHOLSTERY	FITNESS EQUIPMENT PAD REPAIR	220	43800	3890			\$316.26	\$316.26
WEINKAUF, AMANDA	FACILITY REFUND	220	22040				\$25.00	\$25.00
							Total of all invoices:	\$152,410.40

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AARP C/O TOY, BOY	AARP SMART DRIVER COURSE (3/18)	225	43590	3174		003		\$430.00	\$430.00
AMSAN BRISSMAN KENNEDY	PULLEY MOTOR	220	43800	3890				\$11.61	
AMSAN BRISSMAN KENNEDY	PAPER TOWELS/KLEENEX/DISINFECT	220	43800	2110				\$1,160.82	\$1,160.82
AMSAN BRISSMAN KENNEDY	BATH TISSUE/CAN LINERS/SOAP	220	43800	2110				\$425.35	\$425.35
BEISSWENGERS HARDWARE	ACORN NUTS/BOX	220	43800	2240		001		\$18.38	\$18.38
CHMIELEWSKI, KEVIN	JEANS	601	45050	3970		002		\$46.98	\$93.96
		602	45550	3970		002		\$46.98	
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 03-21-14	101	21720					\$12.24	\$12.24
ENGBLOM, DEBRA R.	MILEAGE EXPENSE: MINNCOR MEETING	101	40500	4500		016		\$10.08	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 03-21-14	101	20431					\$601.30	\$601.30
GOVERNMENT FINANCE OFFICERS AS	GFOA ANNUAL CONFERENCE: ENGBLOM	101	40500	4500		015		\$380.00	\$380.00
GRAINGER, INC.	LIGHT BULBS	220	43800	2240		001		\$540.18	\$540.18
HORIZON COMMERCIAL POOL SUPPLY	DOWN PAYMENT UV SYSTEM WHIRLPOOL	401	43800	5300				\$3,500.00	\$3,500.00
MAYER ARTS, INC	WISH UPON A BALLET	225	43580	3170				\$630.00	\$630.00
MINNESOTA METRO NORTH TOURISM	FEB 2014 HOTEL/MOTEL TAX	101	22079					\$16,782.52	\$15,943.39
		101	38420					-\$839.13	
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUPERVISOR-WINTER SPORTS	225	43510	3190		015		\$732.26	\$732.26
MRPA	ATTN: WEINREIS-CLASS D STATE BBALL BERTH	225	43510	3190		002		\$190.00	\$190.00
SPRINT	CELL PHONE SERVICE-2/15-3/14/14	101	44300	3190				\$40.00	\$894.79
		601	45050	3190				\$220.00	
		101	40200	3210		002		\$634.79	
SURVEYMONKEY.COM LLC	2014 SUBSCRIPTION RENEWAL	101	43400	4330				\$200.00	
TARGET COMMERCIAL INVOICE	BINGO/SUNDAES/CARDS/SUMMER DISCOVERY	225	43535	2170		002		\$3.99	\$43.55
		225	43590	2174		003		\$25.58	
		225	43590	2174		002		\$13.98	
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 03-21-14	101	21710					\$15.00	\$87.68
		101	21730					\$58.90	
		101	21735					\$13.78	
VERIZON WIRELESS	CURLEY CELL PHONE	601	45050	3190				\$52.09	
YALE MECHANICAL INC	REPAIR H2O LEAK/2ND FLOOR BOILER ROOM	220	43800	3810		003		\$1,048.80	\$1,048.80
YALE MECHANICAL INC	REBUILT RPZ	220	43800	3810		007		\$647.21	\$647.21
Total of all invoices:								\$27,653.69	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ADOLPH KIEFER	PACE CLOCK	220	43800	2200		002	\$377.64	\$377.64
ALBERT, JOAN	TOTAL BODY WORKOUT	220	22040				\$36.40	\$36.40
ALLEN, WILLY	FACILITY REFUND	220	22040				\$25.00	\$25.00
ANCOM COMMUNICATIONS INC	2 WAY RADIO REPLACEMENT BATTERY	220	43800	2180		002	\$153.00	\$153.00
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: APRIL 2014	101	20412				\$1,888.43	\$1,888.43
AUSTINSON, JOHN	BASKETBALL REF MARCH 17	225	43510	3190		002	\$23.00	
BANKS, TSEREHA	FACILITY REFUND	220	22040				\$25.00	\$25.00
BUEGE, NATHAN	FACILITY REFUND	220	22040				\$25.00	\$25.00
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001	\$332.97	\$332.97
COLE, KELLY	FACILITY REFUND	220	22040				\$45.64	\$45.64
DEBORAH A. SORENSON, D.C.	STAFF DEVELOPMENT	101	40500	4500		010	\$100.00	\$100.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 03-28-14	101	20431				\$919.01	\$919.01
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.48	\$15.48
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.33	\$16.33
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$16.33	\$16.33
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.44	\$15.44
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.44	\$15.44
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001	\$15.44	\$15.44
GRANDMA'S BAKERY	DOUGHNUTS FOR RESALE	220	43800	2591		003	\$22.80	\$22.80
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$23.75	\$23.75
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001	\$19.99	\$19.99
HAWKINS, INC.	POOL & WHIRLPOOL CHEMICALS	220	43800	2160		001	\$1,455.08	\$1,455.08
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$519.20	\$519.20
HEISERMAN, MELISSA	FACILITY REFUND	220	22040				\$25.00	\$25.00
HYMON, RAQUEL	FACILITY REFUND	220	22040				\$25.00	\$25.00
J.P. COOKE COMPANY	DOG & CAT LICENSE TAGS	101	40500	2010		001	\$231.25	\$231.25
KIDS EDVENTURE, KIDS EDVENTURE	FACILITY REFUND	220	22040				\$100.00	\$100.00
KIHLE, KATHLEEN	GET FIT! BODY CHALLE	220	22040				\$394.00	\$394.00
LABISSONIERE, HEIDI	FACILITY REFUND	220	22040				\$25.00	\$25.00
LARSON, ELIZABETH	PASS REFUND	220	22040				\$34.73	\$34.73
MACKEY, JENNY	STAR FISH 1	220	22040				\$73.00	\$73.00
MATHESON TRI-GAS INC	CO2 FOR THE WHIRLPOOL	220	43800	2160		002	\$96.44	\$96.44
MCCALLUM, AARON	FACILITY REFUND	220	22040				\$25.00	\$25.00
MENARDS CASHWAY LUMBER **FRIDL	PIPE FITTINGS	601	45050	2280		001	\$10.16	\$10.16
MYRUM, JEAN	FACILITY REFUND	220	22040				\$100.00	\$100.00
NEOPOST USA INC.	METER RENTAL/MAINTENANCE POSTAGE MACHINE	101	40200	3850			\$1,117.26	\$1,117.26
NORTHERN ELECTRICAL CONTRACTOR	POWER FOR COMMUNITY ROOM AV WORK	220	43800	3810		003	\$1,242.44	\$1,242.44
NORTHERN ELECTRICAL CONTRACTOR	PUMP DISCONNECT IN POOL	220	43800	3810		007	\$266.66	\$266.66
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO POOL LIGHTING	220	43800	3810		007	\$186.00	\$186.00
NORTHERN ELECTRICAL CONTRACTOR	ADD OUTLET IN CITY HALL	220	43800	3810		001	\$163.48	\$163.48
NORTHLAND CAPITAL FINANCIAL SE	FITNESS EQUIPMENT LEASE-DECEMBER 2013	220	43800	3960		005	\$1,484.09	\$1,484.09
O'BRIEN, KATHERINE	FACILITY REFUND	220	22040				\$25.00	\$25.00
ORIENTAL TRADING COMPANY	EGG HUNT-PRIZES/GOODY BAGS	225	43580	2172		001	\$73.11	\$73.11
PACQUINGAN, THERESE	FACILITY REFUND	220	22040				\$25.00	\$25.00
PARKER, NANCY	FACILITY REFUND	220	22040				\$25.00	\$25.00
RB-BANKS, YVONNE	PASS REFUND	220	22040				\$156.21	\$156.21

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ROSEVILLE, CITY OF	TAX AND LICENSE FOR NEW 612-14	701	46500	5800			\$1,367.85	\$1,367.85
ROSEVILLE, CITY OF	TAX AND LICENSE FOR NEW 212-14	701	46500	5800			\$1,709.32	\$1,709.32
ROSEVILLE, CITY OF	TAX AND LICENSE FOR NEW 609-14	701	46500	5800			\$1,686.65	\$1,686.65
ROSEVILLE, CITY OF	TAX AND LICENSE FOR NEW 608-14	701	46500	5800			\$1,686.65	\$1,686.65
ROSEVILLE, CITY OF	REPLACEMENT LICENSE PLATES AND TABS	701	46500	5800			\$62.00	\$62.00
SHORT ELLIOTT HENDRICKSON, INC	SHOREVIEW ANTENNA PROJECTS	601	22015				\$2,501.69	\$2,501.69
SMITH, CARRIE	STAR FISH 1	220	22040				\$68.00	\$68.00
SPURGEON, JOAN	PASS REFUND	220	22040				\$186.80	\$186.80
ST. PAUL, CITY OF	RIVERPRINT:BUSINESS CARDS: ESPE/MALONEY	101	40500	2010		006	\$44.00	\$44.00
ST. PAUL, CITY OF	RIVERPRINT:OVERPRINT LETTERHEAD DATA	101	40200	2010		004	\$251.05	\$251.05
STILLWATER, ADVENTURE CLUB	FACILITY REFUND	220	22040				\$51.52	\$51.52
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$534.87	\$534.87
THE TYCON COMPANIES INC	LIVABLE COMM GRNT/MIDLAND TRC DEMOLITION	571	44400	3190			\$40,000.00	\$40,000.00
VAN PAPER COMPANY	T P FOR CRACK SEALING	101	42200	2180		001	\$134.75	\$134.75
VANCO SERVICES	JAN 14 FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003	\$220.75	\$220.75
VANG, JOSHUA	FACILITY REFUND	220	22040				\$25.00	\$25.00
WATER PARK OF AMERICA	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001	\$2,206.00	\$2,206.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,729.56	\$1,729.56
WATSON COMPANY	BREAK ROOM SUPPLIES	101	40800	2180			\$228.97	\$228.97
WILSON, DION	BASKETBALL REF MARCH 17	225	43510	3190		002	\$23.00	\$23.00
WOLFF, NANCY	SMART DRIVER (4/22)	220	22040				\$23.00	\$23.00
WRISTBANDS MEDTECH USA INC	CC ENTRANCE WRISTBANDS	220	43800	3390		001	\$1,850.00	\$1,850.00
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610			\$13.88	\$13.88
XCEL ENERGY	WATER TOWERS: ELECTRIC	601	45050	3610			\$75.78	\$75.78
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS	101	42200	3610			\$45.80	\$45.80
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610			\$13,995.46	\$13,995.46
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610			\$625.13	\$625.13
XCEL ENERGY	PARKS: ELECTRIC/GAS	101	43710	3610			\$1,782.65	\$3,775.43
		101	43710	2140			\$1,992.78	
XCEL ENERGY	BOOSTER STATION: ELECTRIC	601	45050	3610			\$200.59	
XCEL ENERGY	STORM SEWER LIFT STATIONS:ELECTRIC	603	45850	4890		003	\$88.17	\$88.17
XCEL ENERGY	COMMUNITY CENTER/CITY HALL: ELECTRIC/GAS	220	43800	2140			\$16,252.30	\$31,200.49
		220	43800	3610			\$14,948.19	
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610			\$2,525.24	
		701	46500	2140			\$3,932.29	\$6,457.53
XCEL ENERGY	SURFACE WATER: ELECTRIC	603	45900	3610			\$131.07	
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610			\$33.04	\$33.04
XCEL ENERGY	WELLS: ELECTRIC/GAS	601	45050	3610			\$8,016.84	\$9,055.04
		601	45050	2140			\$1,038.20	
ZUSTIAC, JOHN	FACILITY REFUND	220	22040				\$25.00	\$25.00

Total of all invoices: \$134,394.87

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
BRINK, DAN	FROZEN SERVICE COST SHARE - RENTAL PROP	601	45050	4890			\$175.00	
DELTA DENTAL	DENTAL COVERAGE: APRIL 2014	101	20415				\$6,733.61	\$7,050.46
		101	20411				\$316.85	
GREENHAVEN PRINTING	ALERT CARDS FOR FROZEN SERVICES	601	45050	3220			\$1,754.44	\$1,754.44
JERECZEK, BLANCH	FROZEN SERVICE COST SHARE	601	45050	4890			\$450.00	\$450.00
MCLAUGHLIN, LAURA	FROZEN SERVICE COST SHARE	601	45050	4890			\$175.00	\$175.00
MN DEPT OF HEALTH	STATE CONNECTION FEE - 1/1/14 TO 3/31/14	801	21820				\$13,527.00	\$13,527.00
NCPERS MINNESOTA	PERA LIFE INSURANCE: APRIL 2014	101	20413				\$224.00	\$224.00
REDDY, RUKMINI & LAXMA	FROZEN SERVICE COST SHARE - RENTAL PROP	601	45050	4890			\$500.00	\$500.00
SHEA, KAREN	MAIL BOX REIMBURSMENT (4 BOXES)	101	42200	2181		003	\$89.81	\$89.81
VETVICK SALES	REPLACEMENT URINAL CC	220	43800	2240		003	\$332.09	\$332.09
XCEL ENERGY	LIFT STATIONS: ELECTRIC	602	45550	3610			\$755.06	\$755.06
							Total of all invoices:	\$25,032.86

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ADVENTURE CLUB, MEADOW LAKE	FACILITY REFUND	220	22040					\$66.24	\$66.24
AMERICAN PAYMENT CENTERS	RAINBOW DROP BOX SERVICES-APR/MAY/JUN 14	601	45050	3190		001		\$40.00	
		602	45550	3190		001		\$40.00	
BEISSWENGERS HARDWARE	NUTS AND BOLTS	220	43800	2240		001		\$66.63	
BEISSWENGERS HARDWARE	MASKING TAPE	220	43800	2240		001		\$46.08	\$46.08
BESONEN, HEATHER	AQUATICS - LEVEL 2.5	220	22040					\$66.00	\$66.00
BESONEN, HEATHER	POS REFUND	220	22040					\$27.00	\$27.00
BROADWAY GROUP	REFUND CLOSING OVRPYMT-181 ST MARIE ST	601	36190			003		\$41.40	\$41.40
CATRON, CHRISTI	BEYOND THE BEAD	220	22040					\$37.00	\$37.00
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 04-04-14	101	21720					\$8,795.28	\$8,795.28
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS:04-04-14	101	20420					\$134.75	\$134.75
DOBLER, YVONNE	AQUA SPLASH WATER EX	220	22040					\$46.80	\$46.80
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 3/3/14	601	45050	3220		001		\$20.62	\$41.24
		602	45550	3220		001		\$20.62	
FOEHSE, MATTHEW	FACILITY REFUND	220	22040					\$25.00	\$25.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS:04-04-14	101	20418					\$5,505.00	\$5,505.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 04-04-14	101	20431					\$1,155.54	\$1,155.54
GOOD DUMUS DUO, LLC	REFUND CLOSING OVRPYMT - 200 CO RD J W	601	36190			003		\$24.44	
GRAND VIEW LODGE	LODGING MCMA CONFERENCE - SCHWERM	101	40200	4500		002		\$494.36	\$494.36
GRAVDAHL, JENNIFER	FACILITY REFUND	220	22040					\$25.00	\$25.00
GROVE, AMY	WEKO VBALL (GRD 7-9)	220	22040					\$130.00	\$130.00
HAINLEY, JENNIFER	PRENATAL YOGA	220	22040					\$88.00	\$88.00
HARRY S. CRUMP LLC	DANGEROUS DOG ADMINISTRATIVE HEARING	101	41100	3199				\$475.00	
HARRY S. CRUMP LLC	DANGEROUS DOG ADMINISTRATIVE HEARING	101	41100	3199				\$450.00	\$450.00
HITZEMAN, BARBARA	POWER PUMP	220	22040					\$47.73	\$47.73
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE:04-04-14	101	21750					\$5,501.13	\$5,501.13
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS:04-04-14	101	20430					\$655.00	\$655.00
KIKLAS, JACALYN	STAR FISH 2	220	22040					\$68.00	\$68.00
KOOS, ANGIE	FACILITY REFUND	220	22040					\$107.12	\$107.12
LEAGUE OF MN CITIES INS TRUST	INS CLAIM:KRUEGER/WATER MAIN ROAD REPAIR	260	47400	4340				\$2,304.70	\$2,304.70
MANNING, KATHY	FACILITY REFUND	220	22040					\$25.00	\$25.00
MCCAREN DESIGNS INC	MONTHLY HORTICULTURE SERVICES	220	43800	3190		007		\$1,196.00	\$1,196.00
MEHTA, SUBHASH OR HASMITA	REFUND CLOSING OVRPYMT-4070 VICTORIA ST	601	36190			003		\$40.00	
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE:04-04-14	101	20435					\$381.90	\$381.90
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB:04-04-14	101	20420					\$35.00	\$35.00
MORRIS, LATANYA	FACILITY REFUND	220	22040					\$25.00	\$25.00
MORRIS, STEPHANIE	SECRET AGENT LAB	220	22040					\$41.00	\$41.00
ORKIN EXTERMINATING CO INC.	PEST CONTROL CC	220	43800	3190		004		\$34.41	\$34.41
PETRIE, STEVEN	ACTIVITY REFUND	220	22040					\$18.00	\$18.00
PHILIP, JAMI	PARKING REIMBURSEMENT	101	40500	4500		004		\$6.00	\$6.00
PLAYWORKS	FACILITY REFUND	220	22040					\$78.54	\$78.54
PLUMBMASTER, INC	TEFLON TAPE/SHOWER SUPPLIES/WASHERS	220	43800	2240		001		\$262.89	\$262.89
PMA FINANCIAL NETWORK, INC	FEB 2014 BANK FEES	101	40500	4890		004		\$128.69	\$128.69
POESCHL, TIMOTHY	MIND/BODY YOGA	220	22040					\$142.90	\$142.90
PREFERRED BLDRS INC	REFUND CLOSING OVRPYMT-503 HARRIET AVE	601	36190			003		\$12.79	\$12.79
PROEUN, SOKLAKNA	FACILITY REFUND	220	22040					\$25.00	\$25.00
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS:04-04-14	101	21740					\$27,520.05	\$27,520.05
READY, MARY	ZUMBA® TONING	220	22040					\$51.80	\$51.80
SCHRODER, ANNA	SMART DRIVER (4/2)	220	22040					\$28.00	\$28.00
SKELLY, JOESPH	CANDLELIGHT YOGA	220	22040					\$75.00	\$75.00
STANLEY ACCESS TECH LLC	INSTALL NEW KEY SWITCH	220	43800	3810		003		\$308.82	\$308.82

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
THOMPSON, KELSIE	STAR FISH 1	220	22040				\$68.00	\$68.00
TODD, ROBERT	PASS REFUND	220	22040				\$12.00	\$12.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX:04-04-14	101	21710				\$21,176.16	\$53,419.36
		101	21730				\$26,131.58	
		101	21735				\$6,111.62	
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:04-04-14	101	20420				\$60.00	
VU, NOUNY	FACILITY REFUND	220	22040				\$25.00	\$25.00
YALE MECHANICAL INC	REPLACE STRAINER BEFORE RPZ	220	43800	3810		007	\$672.70	\$672.70
YALE MECHANICAL INC	POOL AHU &CONTRACT MAINT & FILTER	220	43800	3190		007	\$1,815.27	\$1,815.27
YANG, FRANK	FACILITY REFUND	220	22040				\$25.00	\$25.00
Total of all invoices:								\$113,038.56

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
3M	SS58213	101	42200	2180		003	\$249.48	\$249.48
A-1 HYDRAULICS SALES & SERVICE	FITTING FOR JD4210 BROOM	701	46500	2220		002	\$40.42	\$40.42
ABLEMAN CLOTHING CO	3 UINIFORM SHIRTS/BOYER J	101	42200	3970		001	\$26.02	\$104.08
		601	45050	3970		001	\$26.02	
		602	45550	3970		001	\$26.02	
		603	45850	3970		001	\$13.01	
		701	46500	3970		001	\$13.01	
ALLEN, DEANNE	EDA MINUTES - MARCH 2014	240	44400	3190		002	\$200.00	\$200.00
ALLEN, DEANNE	MINUTES-2/25PC,3/3CC,3/10CC, 3/17CC	101	40200	3190		001	\$800.00	\$950.00
		101	44100	3190			\$150.00	
AMSAN BRISSMAN KENNEDY	WAX FOR PARK BUILDING FLOORS	101	43710	2110			\$817.80	\$817.80
AMSAN BRISSMAN KENNEDY	CARPET CLEANING SOAP	701	46500	2183		002	\$60.12	\$60.12
APPLIED MAINTENANCE SUPPLIES	SHOP SUPPLIES	701	46500	2180		001	\$424.27	
APPLIED MAINTENANCE SUPPLIES	SHOP SUPPLIES	701	46500	2180		001	\$19.80	\$19.80
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003	\$247.11	
AUTO PLUS	PROPANE	701	46500	2180		001	\$253.50	\$253.50
BARSNESS, KIRSTIN	TIF CONSULTING - MARCH	240	44400	3190			\$525.00	\$7,743.75
		307	44100	4890			\$6,956.25	
		408	44100	4890			\$262.50	
BAUER BUILT TIRE AND BATTERY I	TIRES FOR S-2 SWEEPER	701	46500	2230		002	\$1,422.52	\$1,562.52
		701	46500	3190		002	\$140.00	
BAUER BUILT TIRE AND BATTERY I	TIRE FOR S-1 SWEEPER	701	46500	2230		002	\$352.63	
		701	46500	3190		002	\$22.00	\$374.63
BEISSWENGERS HARDWARE	FLASHLIGHT/TAPE/MOP	101	43710	2240			\$37.36	\$37.36
BEISSWENGERS HARDWARE	TOOLS	701	46500	2400		002	\$2.89	\$2.89
BEISSWENGERS HARDWARE	MISC SUPPLIES	701	46500	2180		001	\$1.99	\$1.99
BEISSWENGERS HARDWARE	MOP HEAD REFILL	101	43710	2110			\$7.59	\$7.59
BLACKBURN MANUFACTURING COMPAN	PAINT AND FLAGS	601	45050	2280		001	\$309.06	\$451.06
		602	45550	2280		001	\$71.00	
		604	42600	2180		001	\$71.00	
BRADLEY & DEIKE, PA	MIDLAND PLAZA	240	44400	3190			\$493.00	
BRAKE & EQUIPMENT WAREHOUSE	BRAKE PARTS FOR UNIT 202	701	46500	2220		001	\$43.61	
BRAKE & EQUIPMENT WAREHOUSE	PARTS FOR UNIT 104	701	46500	2220		001	\$46.56	\$46.56
C & E HARDWARE	CLEANING SUPPLIES	701	46500	2183		002	\$25.55	\$25.55
C & E HARDWARE	TOOLS	701	46500	2400		002	\$9.18	\$9.18
C & E HARDWARE	MAIL BOX REPAIR SUPPLIES	101	42200	2180		001	\$8.05	\$8.05
C & E HARDWARE	BUILDING SUPPLIES	701	46500	2183		002	\$32.97	\$32.97
C & E HARDWARE	SHOP SUPPLIES	701	46500	2180		001	\$5.97	\$5.97
CDW GOVERNMENT, INC	ROLLER KIT FOR CANON SCANNER	101	40550	3860		004	\$73.46	\$73.46
CDW GOVERNMENT, INC	ROLLER KIT FOR SCANNER	101	40550	3860		004	\$59.54	\$59.54
CITY SIGNS	NAMEPLATES FOR CH ESPE AND MALONEY	101	40200	4890			\$74.90	\$74.90
COMMERCIAL DOOR SYSTEMS, INC	DOOR INSTALL CC	220	43800	3810		003	\$525.00	\$525.00
COMPLETE COOLING SERVICES INC	RADIATOR REPAIR FOR TENNANT SWEEPER	701	46500	2220		002	\$444.85	\$619.85
		701	46500	3190		002	\$175.00	
CONTINENTAL RESEARCH CORPORATI	ACTION FOR LIFT STATIONS	602	45550	2282		001	\$636.27	
		601	45050	2280		003	\$220.00	\$856.27
CREATIVE WATER SOLUTIONS, LLC	MOSS SUPPLY FOR MAIN POOL & WHIRL POOL	220	43800	2160		003	\$4,476.05	\$4,476.05
CRYSTEEL MANUFACTURING INC.	HEAD LIGHT FOR UNIT 604	701	46500	2220		001	\$181.50	
CRYSTEEL MANUFACTURING INC.	PLOW PARTS FOR UNITS 602 & 604	701	46500	2220		002	\$449.30	\$449.30
CRYSTEEL MANUFACTURING INC.	TOOL BOX & RACK FOR NEW 212-14	701	46500	5800			\$867.15	\$867.15
DART PORTABLE STORAGE	RENT FOR STORAGE-3/12-4/11/14 MCGUIRE	307	44100	4890			\$180.00	\$180.00

## COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
DART PORTABLE STORAGE	STORAGE UNIT - MCGUIRE	307	44100	4890			\$180.00	
DESIGNWRITE STUDIOS	STREET MAP	101	40400	3360			\$933.00	\$933.00
DULTMEIER SALES	BANDIT & FUEL LINE BREAK AWAYS	101	43710	2240			\$175.75	\$518.40
		701	46500	2180		001	\$342.65	
DULTMEIER SALES	HOSE FOR FUEL PUMPS	701	46500	2220		002	\$155.08	
EARTHBEND	TREND MICRO ANTIVIRUS RENEWAL	101	40550	3860		006	\$1,300.00	\$1,300.00
EMERGENCY AUTOMOTIVE	STROBE PARTS FOR UNIT 303	701	46500	2220		001	\$73.50	\$73.50
FACTORY MOTOR PARTS COMPANY	BATTERY FOR UNIT 105	701	46500	2220		001	\$112.34	\$112.34
FACTORY MOTOR PARTS COMPANY	WIPER BLADES	701	46500	2180		001	\$142.30	\$142.30
FACTORY MOTOR PARTS COMPANY	BATTERY FOR S-1 SWEEPER	701	46500	2220		002	\$89.27	\$89.27
FERGUSON WATERWORKS #2516	REPAIR LOCATOR	601	45050	2280		001	\$93.02	
FERGUSON WATERWORKS #2516	LOCATOR	701	46500	2400		003	\$362.50	\$725.00
		701	46500	2400		004	\$362.50	
FERGUSON WATERWORKS #2516	OIL FOR HYDRANTS	601	45050	2280		003	\$241.97	\$241.97
FIRST LAB, INC.	EE TESTS	101	40210	3190		001	\$195.80	\$195.80
FLEETPRIDE INC	PARTS FOR UNIT 210	701	46500	2220		001	\$47.46	\$47.46
FLUID INTERIORS, LLC	TABLE CARTS FOR BANQUET TABLES	220	43800	2240		001	\$777.32	\$777.32
FORCE AMERICA INC	PARTS FOR SANDER ON UNIT 203	701	46500	2220		001	\$337.85	\$337.85
FREEMOTION FITNESS INC	ROLL PIN/LEG CURL MACHINE	220	43800	3890			\$37.19	\$37.19
GRAINGER, INC.	CLEANING SUPPLIES	701	46500	2183		002	\$214.62	\$214.62
GRAINGER, INC.	TOOLS	701	46500	2400		006	\$131.40	\$131.40
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001	\$252.83	\$252.83
GREENHAVEN PRINTING	MARCH/APRIL NEWSLETTER	101	40400	3390		001	\$24,877.00	\$29,315.24
		101	40400	3220		001	\$4,438.24	
H & L MESABI, INC.	PLOW BLADES FOR MV BLOWER	701	46500	2220		002	\$928.78	\$928.78
HD SUPPLY WATERWORKS LTD	BANDAID FOR WATER MAINS	601	45050	2280		002	\$408.46	\$408.46
HILLYARD, INC - MINNEAPOLIS	CLEANING SUPPLIES PARKS	101	43710	2110			\$594.97	\$594.97
HILLYARD, INC - MINNEAPOLIS	CLEANING SUPPLIES PARKS	101	43710	2110			\$275.10	\$275.10
HILLYARD, INC - MINNEAPOLIS	TOP CLEAN CLEANER FOR PAVILION	101	43710	2110			\$56.49	\$56.49
HOTSY EQUIPMENT CO	SERVICE PRESURE WASHER	701	46500	3190		002	\$80.00	\$80.00
HOTSY EQUIPMENT CO	PARTS FOR HOTSY WASHER	701	46500	2220		002	\$31.64	\$31.64
HUGO EQUIPMENT COMPANY	PARTS FOR SMALL ENGINES	701	46500	2220		002	\$43.72	\$43.72
HUGO EQUIPMENT COMPANY	PARTS FOR TORO MOWERS	701	46500	2220		002	\$625.11	\$625.11
IDEAL PRINTERS INC	TRAIL MAP AND INFO GUIDE	101	40400	3360			\$2,560.00	\$2,560.00
L T G POWER EQUIPMENT	WEED WHIP PARTS	701	46500	2220		002	\$123.33	\$123.33
L T G POWER EQUIPMENT	PARTS FOR CHAIN SAW	701	46500	2220		002	\$5.51	\$5.51
L T G POWER EQUIPMENT	PARTS FOR POLE SAW	701	46500	2220		002	\$16.52	\$16.52
L T G POWER EQUIPMENT	PARTS FOR CHAIN SAW	701	46500	2220		002	\$10.48	\$10.48
L T G POWER EQUIPMENT	PARTS SMALL ENGINES/LESS CREDIT #175671	701	46500	2220		002	\$78.37	\$78.37
L T G POWER EQUIPMENT	TORO PUSH MOWER	101	43710	2400			\$703.44	\$703.44
LAKE JOHANNA FIRE DEPT	BREATHING AIR COMPRESSOR STATION 2	405	41200	3190			\$22,459.00	\$22,459.00
LARKIN HOFFMAN DALY & LINDGREN	TIF EXTENSION	307	44100	4890			\$14,761.50	\$14,761.50
LILLIE SUBURBAN NEWSPAPERS INC	SPRING & SUMMER JOBS BULLET LIST	101	40210	3360		001	\$1,032.00	\$1,032.00
LITTLE FALLS MACHINE INC.	PLOW PARTS FOR UNIT 204	701	46500	2220		001	\$2,915.94	\$2,915.94
LITTLE FALLS MACHINE INC.	PLOW PARTS FOR UNIT 204	701	46500	2220		001	\$1,428.53	\$1,428.53
LITTLE FALLS MACHINE INC.	PLOW PARTS	701	46500	2220		002	\$155.71	\$155.71
LUBRICATION TECHNOLOGIES, INC	WINDSHIELD FLUID & EXHAUST FLUID	701	46500	2130		001	\$137.51	\$137.51
MAC QUEEN EQUIPMENT INC.	PARTS FOR S-1 SWEEPER	701	46500	2220		002	\$1,558.68	\$1,558.68
MAC QUEEN EQUIPMENT INC.	PARTS FOR S-1 SWEEPER	701	46500	2220		002	\$186.12	\$186.12
MAILE ENTERPRISE INC	HYDRANT FLAGS	601	45050	2280		003	\$1,037.47	\$1,037.47
MENARDS CASHWAY LUMBER **FRIDL	TIMBERS TO REPAIR SIGN AT MCCULLOUGH	101	43710	2240			\$49.88	\$49.88

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
METERING & TECHNOLOGY SOLUTION	REPAIR OF TEMBLE FOR METER READING	601	45050	2510		001	\$150.00	\$150.00
METROPOLITAN AREA MANAGEMENT A	MEMBERSHIP DUES - SCHWERM	101	40200	4330		003	\$45.00	\$45.00
METROPOLITAN AREA MANAGEMENT A	2014 MEMBERSHIP DUES - SIMONSON	101	40200	4330		003	\$45.00	\$45.00
MIDWAY FORD	NEW UNIT 212 WITH EXTENDED WARRANTY	701	46500	5800			\$3,185.00	\$28,875.38
		701	46500	5800			\$25,690.38	
MIDWAY FORD	NEW UNIT 612 HALF TON PICK UP.	701	46500	5800			\$21,676.92	
MIDWAY FORD	NEW UNIT 609 ONE TON CAB AND CHASSIS	701	46500	5800			\$28,526.48	\$28,526.48
MIDWAY FORD	NEW UNIT 608 ONE TON CAB AND CHASSIS	701	46500	5800			\$28,526.48	\$28,526.48
MIDWEST LOCK & SAFE INC	3 STEELCASE LOCK CORES & KEYS HR	101	40210	4890			\$216.51	\$216.51
MODERN FENCE & CONST. INC.	MESH WIRE FOR REPAIRING HOCKEY NETS	101	43710	2240			\$565.00	\$565.00
MTI DISTRIBUTING, INC	PARTS FOR TORO WORKMAN	701	46500	2220		002	\$48.29	\$48.29
MTI DISTRIBUTING, INC	SCRAPER BLADE FOR TORO MOWER	701	46500	2220		002	\$157.72	\$157.72
MTI DISTRIBUTING, INC	SHIMS FOR TORO MOWER	701	46500	2220		002	\$23.44	\$23.44
MTI DISTRIBUTING, INC	PARTS FOR TORO MOWER DECKS	701	46500	2220		002	\$346.92	\$346.92
NAPA AUTO PARTS	SHOP SUPPLIES	701	46500	2180		001	\$9.99	\$9.99
NAPA AUTO PARTS	PARTS FOR S-1 SWEEPER	701	46500	2220		002	\$4.99	\$4.99
NAPA AUTO PARTS	OIL	701	46500	2130		001	\$32.28	\$32.28
NAPA AUTO PARTS	OIL	701	46500	2130		001	\$35.88	\$35.88
NORTHERN ELECTRICAL CONTRACTOR	OUTLET REPAIRS POOL	220	43800	3810		007	\$376.00	\$376.00
NORTHERN POWER PRODUCTS, INC	PARTS FOR TENNANT SWEEPER	701	46500	2220		002	\$165.75	\$165.75
NUSS TRUCK & EQUIPMENT INC	REPAIR UNIT S-2 SWEEPER/LESS TAX-ANDREW	701	46500	3190		002	\$268.32	\$268.32
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002	\$116.84	\$126.11
		101	43400	2010			\$9.27	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	43400	2010			\$83.69	
OFFICE DEPOT	PORTFOLIOS	101	43400	2010			\$27.36	\$27.36
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	44100	2010			\$16.95	\$49.74
		101	40200	2010		002	\$24.48	
		101	40500	2010		008	\$8.31	
OFFICE DEPOT	BUILDING PERMIT PAPER STOCK	101	44300	2010			\$53.85	\$53.85
OFFICE DEPOT	TONER HP2300 LESS CREDIT 695277689001	101	40550	2010		002	\$72.00	\$31.33
		101	40550	2010		002	-\$40.67	
OFFICE DEPOT	THERMAL PAPER LESS CREDIT 694461265001	220	43800	2010		001	\$152.40	
		220	43800	2010		001	-\$9.68	\$142.72
ORIENTAL TRADING COMPANY	PRIZES FOR SWIMMING LESSONS	225	43520	2170		002	\$115.69	\$115.69
OXYGEN SERVICE COMPANY	SHOP SUPPLIES	701	46500	2180		001	\$61.63	\$61.63
POWER SYSTEMS	20 PILATES RINGS FOR FITNESS CLASSES	225	43530	2170		001	\$424.00	\$424.00
POWER SYSTEMS	6LB DUMBBELLS (QTY =12)FOR FIT.CLASSES	225	43530	2170		001	\$130.92	\$130.92
PRESS PUBLICATIONS	SPRING & SUMMER BULLETED LIST	101	40210	3360		001	\$518.00	\$518.00
QUALITY FLOW SYSTEMS INC	PARTS FOR KSB PUMPS	602	45550	2282		001	\$750.39	\$750.39
RAMSEY COUNTY	911 SERVICES - MARCH 2014	101	41100	3198			\$8,852.32	\$8,852.32
RAMSEY COUNTY	FLEET SUPPORT FEE-MARCH	101	41500	3890			\$24.96	
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330			\$134.16	\$134.16
SCHARBER & SONS	BOSS PLOW LIGHT BULBS	701	46500	2220		002	\$117.48	\$117.48
TEAM INC	ANNUAL CONTRACT FEE BEGINING 4/1	101	40210	3190		004	\$1,800.00	\$1,800.00
TELVENT DTN LLC	WEATHER SERVICE ANNUAL FEE	701	46500	4330		001	\$1,747.00	\$1,747.00
TOUSLEY FORD, INC	PARTS FOR UNIT 212	701	46500	2220		001	\$28.83	\$28.83
TOUSLEY FORD, INC	PARTS FOR UNIT 608	701	46500	2220		001	\$28.83	\$28.83
TRI STATE BOBCAT, INC.	PARTS & LABOR FOR TOOL-CAT	701	46500	2220		002	\$416.37	\$726.12
		701	46500	3190		002	\$309.75	
TURFWERKS	HERBICIDE SPRAYER/OK NO PAY TAX/JACKIE	701	46500	5800			\$13,317.00	\$13,317.00
TWIN SOURCE SUPPLY	CLEANING SUPPLIES	701	46500	2183		002	\$77.49	\$77.49

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$38.29	\$153.13
		601	45050	3970		001	\$38.29	
		602	45550	3970		001	\$38.29	
		603	45850	3970		001	\$19.13	
		701	46500	3970		001	\$19.13	
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001	\$38.41	\$153.63
		601	45050	3970		001	\$38.41	
		602	45550	3970		001	\$38.41	
		603	45850	3970		001	\$19.20	
		701	46500	3970		001	\$19.20	
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970			\$60.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$48.45	\$48.45
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970			\$61.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$49.96	\$49.96
UNIFIRST CORPORATION	UNIFORM RENTAL PARKS	101	43710	3970			\$61.00	\$61.00
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$49.46	\$49.46
VAN PAPER COMPANY	TRASH BAGS AND TOILET TISSUE	101	43710	2110			\$309.30	\$309.30
VICTORY CORPS	BANNERS FOR RICE CREEK FIELDS	101	43710	2240			\$311.92	\$311.92
VICTORY CORPS	REPLACEMENT FLAGS FOR CC	220	43800	2240		001	\$612.40	\$612.40
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$134.84	\$134.84
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$76.24	
W.D.LARSON COMPANIES LTD, INC.	FILTERS FOR STOCK	701	46500	2180		001	\$34.59	\$34.59
WATER CONSERVATION SERVICE, IN	LOCATE BREAK/434 SHOREVIEW PARK RD	601	45050	3190		004	\$255.60	\$255.60
YALE MECHANICAL INC	HVAC PREVENTATIVE MAINTENANCE SERVICE	701	46500	3196		003	\$2,847.45	\$2,847.45
YOCUM OIL COMPANY INC.	ON RD DEISEL FUEL	701	46500	2120		002	\$3,345.80	\$3,345.80
YOCUM OIL COMPANY INC.	OFF RD DEISEL FUEL	701	46500	2120		003	\$3,346.14	\$3,346.14
YOCUM OIL COMPANY INC.	UNLEADED GAS	701	46500	2120		001	\$3,226.20	\$3,226.20
ZIEGLER, INCORPORATED	PARTS FOR CAT 287B	701	46500	2220		002	\$47.83	\$47.83
								-----
							Total of all invoices:	\$265,365.04
								=====

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,764	
Vendor number	01191 1	2014
Vendor name	THE TYCON COMPANIES INC	
Address	ALAN MENNING, VP, CONTROLLER 321 UNIVERSITY AVENUE SE MINNEAPOLIS MN 55414	

Date	Comment line on check	Invoice number	Amount
03-21-14	LIVABLE COMM GRNT/MIDLAND TRC DEMOLITION	LCDA SH011-147	\$40,000.00

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
571 44400 3190	\$40,000.00

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

Reviewed by: D. Maloney  
 (signature required) Deborah Maloney

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

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
40,824	03-10-14	COMMUNITY CENTER/CITY HALL: ELECTRIC/GAS	5148429483	220 43800 2140	16,252.30
				220 43800 3610	14,948.19
				VOUCHER TOTAL:	\$31,200.49
Xcel Energy Gas and electric services Total invoice \$31,200.49 Total taxable \$21,768.41 Total applicable to sales tax (89%) \$19,373.88 Pay sales use tax = \$1,331.95 ✓ <i>these #'s are on sales tax worksheet. De</i> Split electric meter 3466335 and gas meter 574760 between cc/city hall. Community center 89%, city hall 11%. 89% of 220-43800-3610 and 220-43800-2140 coding per Chapman					Total: \$31,200.49

*ok- part of this is taxable*

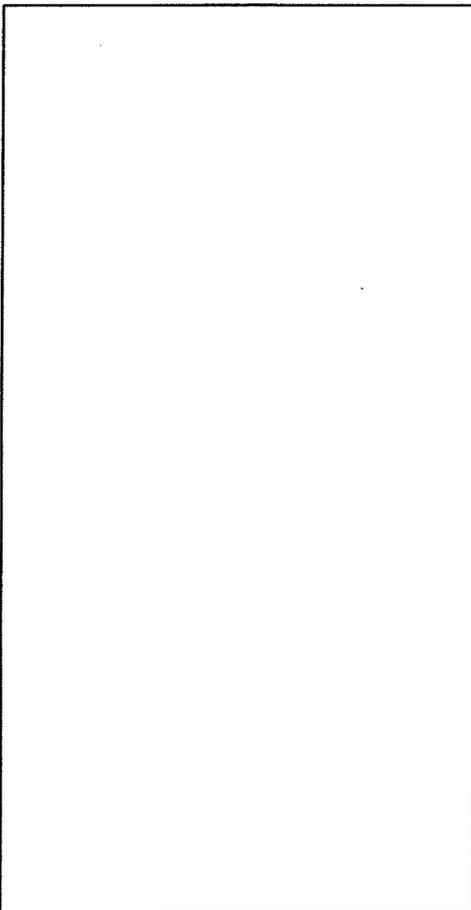
Is sales (tax) included on invoice?	Included
If no, amount subject to sales use tax	\$
Reviewed by:	<u>Debbie Engblom</u>
(signature required) Debbie Engblom	
Approved by:	<u>Terry Schwerm</u>
(signature required) Terry Schwerm	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,929
Vendor number	00374 1 <span style="float: right;">2014</span>
Vendor name	LAKE JOHANNA FIRE DEPT
Address	5545 LEXINGTON AVENUE N SHOREVIEW MN 55126

Date	Comment line on check	Invoice number	Amount
04-01-14	BREATHING AIR COMPRESSOR STATION 2	468	\$22,459.00 (



Account Coding	Amount
405 41200 3190	\$22,459.00

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,930
Vendor number	00260 1 <span style="float: right;">2014</span>
Vendor name	GREENHAVEN PRINTING
Address	4575 CHATSWORTH STREET N SHOREVIEW, MN 55126

Date	Comment line on check	Invoice number	Amount
04-01-14	MARCH/APRIL NEWSLETTER	140427	\$29,315.24

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

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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 40400 3390 001	\$24,877.00
101 40400 3220 001	\$4,438.24

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

Reviewed by: Terri Hoffard  
 (signature required) Terri Hoffard

Approved by: Terry Schwerm  
 (signature required) Terry Schwerm

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

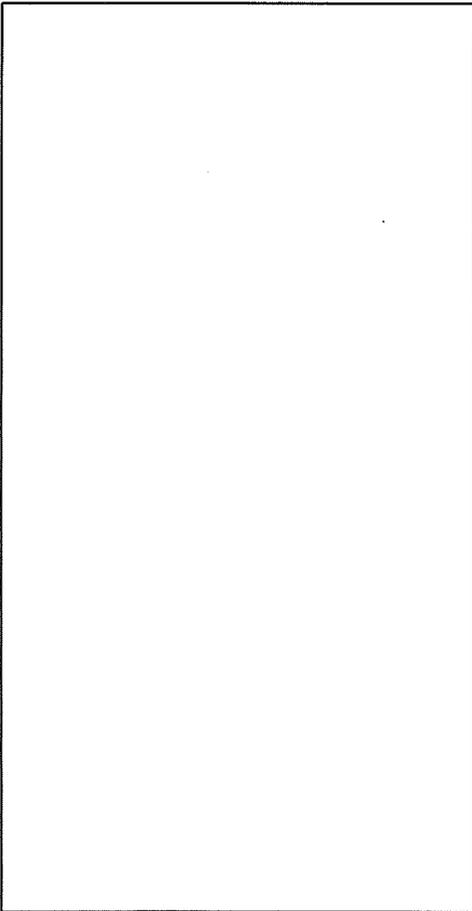
Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

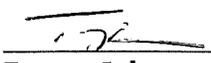
City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,658	tax will be paid to City of Roseville
Vendor number	00415 1	2014
Vendor name	MIDWAY FORD	
Address	2777 NORTH SNELLING AVENUE ROSEVILLE, MN 55113	

Date	Comment line on check	Invoice number	Amount
03-17-14	NEW UNIT 612 HALF TON PICK UP.	97939	\$21,676.92



Account Coding	Amount
701 46500 5800	\$21,676.92

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by:	
(signature required) Dan Curley	
Approved by:	
(signature required) Terry Schwerm	

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

Quote 1	
Quote 2	Council Approved 04/06/14
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,660	tax will be paid to City of Roseville
Vendor number	00415 1	2014
Vendor name	MIDWAY FORD	
Address	2777 NORTH SNELLING AVENUE ROSEVILLE, MN 55113	

Date	Comment line on check	Invoice number	Amount
03-17-14	NEW UNIT 608 ONE TON CAB AND CHASSIS	97942	\$28,526.48

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
701 46500 5800	\$28,526.48

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by:	
(signature required) Dan Curley	
Approved by:	
(signature required) Terry Schwerm	

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

Quote 1	
Quote 2	Council Approved 01/06/14
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,657	tax will be paid to City of Roseville
Vendor number	00415 1	2014
Vendor name	MIDWAY FORD	
Address	2777 NORTH SNELLING AVENUE ROSEVILLE, MN 55113	

Date	Comment line on check	Invoice number	Amount
03-17-14	NEW UNIT 212 WITH EXTENDED WARRANTY	97940	\$28,875.38

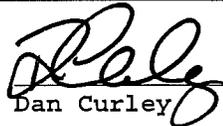
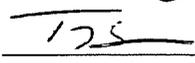
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Account Coding	Amount
701 46500 5800	\$3,185.00
701 46500 5800	\$25,690.38

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) Dan Curley	
Approved by: (signature required) Terry Schwerm	

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

Quote 1	
Quote 2	
Explanation if no quote received	Council approved 01/06/14

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	40,659	tax will be paid to City of Roseville
Vendor number	00415 1	2014
Vendor name	MIDWAY FORD	
Address	2777 NORTH SNELLING AVENUE ROSEVILLE, MN 55113	

Date	Comment line on check	Invoice number	Amount
03-17-14	NEW UNIT 609 ONE TON CAB AND CHASSIS	97941	\$28,526.48

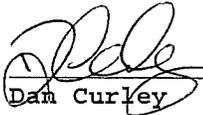
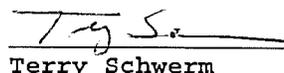
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Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
701 46500 5800	\$28,526.48

Is sales tax included on invoice?	MN 6.875%
If no, amount subject to sales use tax	\$
Reviewed by: (signature required) 	Dan Curley
Approved by: (signature required) 	Terry Schwerm

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

Quote 1	
Quote 2	Council Approved 01/06/14
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 April 07, 2014.

<b>ROLL CALL:</b>	<b>AYES</b>	<b>NAYS</b>
Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

April 07, 2014  
Regular Council Meeting

**CITY OF SHOREVIEW - LICENSE APPLICATIONS**  
**April 07, 2014**

<b><u>LICENSE #</u></b>	<b><u>BUSINESS NAME</u></b>	<b><u>TYPE</u></b>
2014-C23	Hayden's Ridge Tree Service	Tree Trimmer

The above licenses are recommended for approval:

  
\_\_\_\_\_

**License/Permit Clerk**

PROPOSED MOTION

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

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

to adopt Resolution No. 14-17 approving plans and specifications for the Hanson/Oakridge Road Reconstruction, City Project 14-01, and ordering the taking of bids on Thursday, May 1, 2014 at 10:00 a.m., at the Shoreview City Hall.

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

REGULAR COUNCIL MEETING  
APRIL 7, 2014

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: APRIL 2, 2014

SUBJECT: APPROVE PLANS & SPECIFICATIONS FOR THE HANSON/OAKRIDGE ROAD RECONSTRUCTION, CITY PROJECT 14-01

## INTRODUCTION

On March 17, 2014 the City Council of Shoreview held a public hearing for the Hanson/Oakridge Road Reconstruction, City Project 14-01. A map showing the location of the project area is attached. After the public hearing, the City Council authorized the preparation of plans and specifications and ordered the proposed project to proceed to the next step in the approval process. Plans and specifications are now essentially complete and Council action is required to approve the plans and specifications and to authorize the taking of bids.

## DISCUSSION

At the public hearing, residents asked questions and provided comments and opinions relating to the proposed Hanson/Oakridge reconstruction project. All of the issues raised at the public meeting were addressed except for a comment concerning a turnaround at the end of Oakridge. Due to the narrow right of way, easements would be required to allow the construction of a turnaround. Staff is currently working with the residents at the end of Oakridge to determine if they are willing to provide easements.

Proposed improvements for the reconstruction project include the following:

- Reconstruction of Hanson Road to a 28-foot wide paved street measured from face to face of curb.
- Reconstruction of Robinhood Place and Nottingham to a 24-foot wide paved street measured from face to face of curb.
- Reconstruction of Oakridge Avenue to a 22-foot wide permeable concrete pavement street measured from face to face of curb.
- Installation of a barrier style concrete curb and gutter.
- Replacing the existing cast iron water main and services on Hanson and Oakridge.
- Replacement and/or repair of limited portions of the existing sanitary sewer system.
- Installation of two types of storm water collection and treatment systems to meet the Rice Creek Watershed District and City stormwater standards. The first consisting of a series of catch basins, catch basin manholes, and underground infiltration chambers. The second, consisting of the sand sub-base layer, a rock storage layer, and a permeable concrete pavement.
- Replacement of existing street lights and installation of additional street lights on Nottingham and Oakridge.

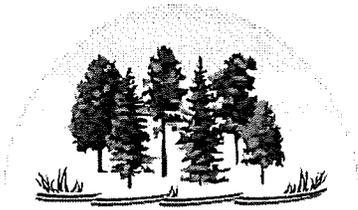
PROJECT SCHEDULE

The proposed project schedule is as follows:

<u>ITEM</u>	<u>COMPLETION DATE</u>
Council Approves Plans & Specifications	April 7, 2014
Bid Opening	May 1, 2014
Council Award Contract	May 5, 2014
Construction Start	May 2014
Construction Complete	October 2014
Assessment Hearing	September 2015

RECOMMENDATION

It is recommended that the City Council approve the attached motion approving the plans and specifications for the Hanson/Oakridge Road Reconstruction, City Project 14-01 and authorize the taking of bids.



# Shoreview

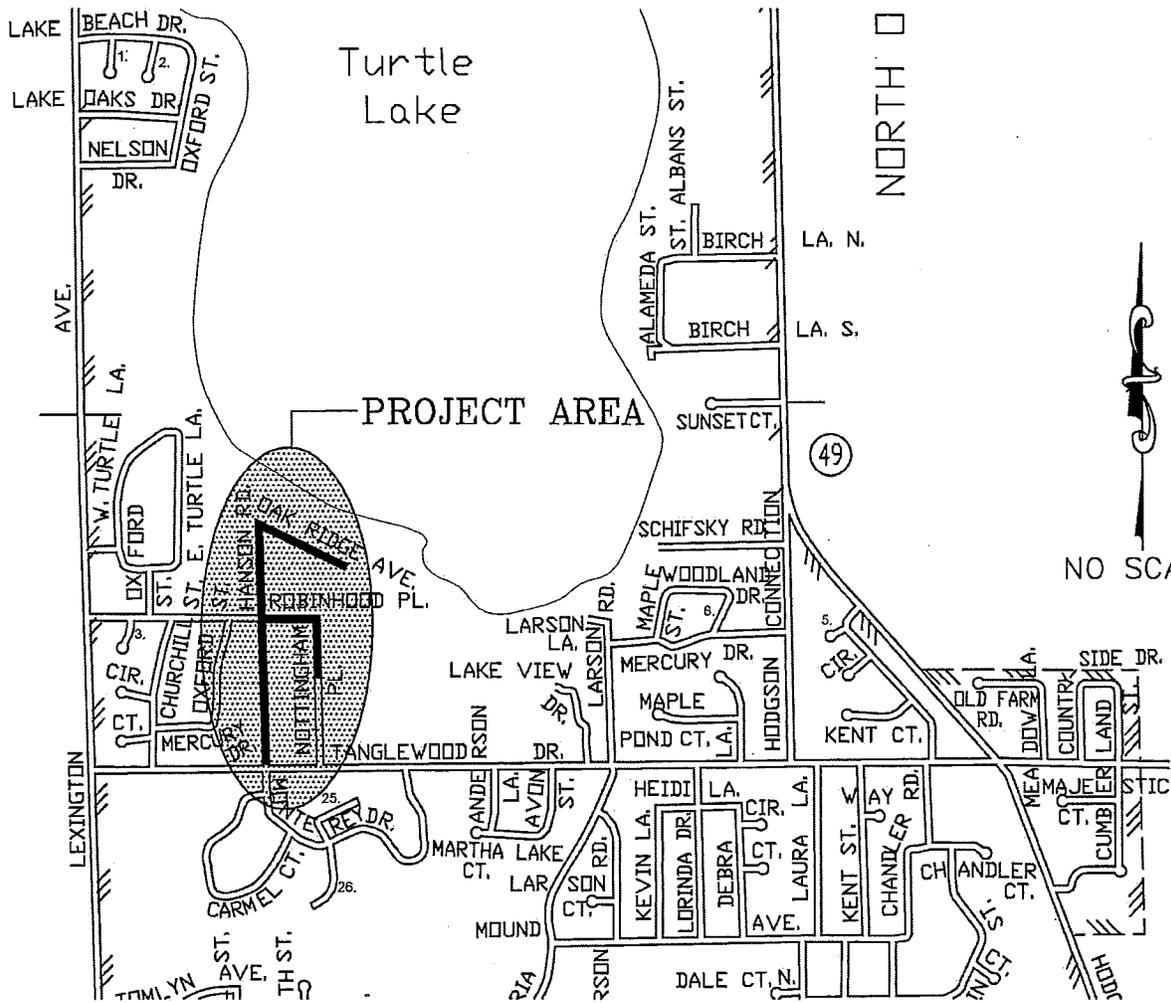
## CITY OF SHOREVIEW

HANSON / OAK RIDGE

NEIGHBORHOOD

RECONSTRUCTION

CITY PROJECT 14-01



LOCATION MAP

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 7, 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 April 7, 2014, at 7:00 p.m. The following members were present: and the following members were absent:

;

and the following members were absent: .

Member introduced the following resolution and moved its adoption.

RESOLUTION NO. 14-17

APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING THE TAKING OF BIDS FOR THE  
HANSON/OAKRIDGE ROAD RECONSTRUCTION  
CITY PROJECT 14-01

WHEREAS, pursuant to the resolution of the City Council of Shoreview on March 17, 2014, the City Engineer has prepared plans and specifications for the improvements of the Hanson/Oakridge Road Reconstruction, City Project 14-01, and has presented such plans and specifications to the City Council for approval.

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

1. Such improvement is hereby ordered to proceed to the construction phase.
2. The plans and specifications for the Hanson/Oakridge Road Reconstruction, City Project 14-01, are hereby approved.
3. The City Manager shall prepare and cause to be inserted in the official newspaper an Advertisement for Bids for the making of such improvement under such approved plans and specifications. The advertisement shall be published at least twice, at least three weeks prior to the bid opening, shall specify the work to be done, that the bids are the responsibility of the bidder and shall state that bids are to be received by the City until 10:00 a.m., local time, on Thursday, May 1, at which time they will be publicly opened in the Council Chambers of the City Hall by two or more designated officers of the City.



PROPOSED MOTION

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

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

To adopt Resolution No. 14-18 approving the maintenance agreement between the City and the Rice Creek Watershed District for stormwater infrastructure associated with the Autumn Meadows Development, City Project 14-06 and authorizing the Mayor to sign the agreement.

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

JOHNSON	_____	_____
QUIGLEY	_____	_____
WICKSTROM	_____	_____
WITHHART	_____	_____
MARTIN	_____	_____

REGULAR COUNCIL MEETING

APRIL 7, 2014

#14-06

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: TOM WESOLOWSKI  
CITY ENGINEER

DATE: APRIL 2, 2014

SUBJ: APPROVAL OF MAINTENANCE AGREEMENT FOR STORMWATER  
INFRASTRUCTURE ASSOCIATED WITH THE AUTUMN MEADOWS  
DEVELOPMENT, CITY PROJECT 14-06

### BACKGROUND

At its February 18, 2014 meeting the City Council approved the final plat and development agreement for the Autumn Meadows residential development. The Autumn Meadows development is located within the Rice Creek Watershed District (RCWD), which has regulatory authority for stormwater management on the site.

### DISCUSSION

As part of the Autumn Meadows Development the developer, Pulte Homes, will be constructing public infrastructure that includes a stormwater collection and treatment system. Once the construction of the stormwater infrastructure is complete the City assumes ownership and maintenance responsibilities. The following stormwater infrastructure will be installed:

1. Underground infiltration chambers
2. Catch basin manholes and underground piping

Pulte Homes is required to obtain a stormwater permit from the RCWD for the Autumn Meadows Development construction. As a condition of the permit a maintenance agreement between the RCWD and the owner of the stormwater infrastructure is required. Because the City will be assuming ownership of the infrastructure the City must enter into the agreement with the RCWD. A copy of the agreement is attached at the end of this report. The maintenance requirements listed in the agreement are consistent with City's existing maintenance strategies. Council approval is required for the City to enter into an agreement with the RCWD

### RECOMMENDATION

It is recommended that the City Council approve the maintenance agreement for the stormwater collection and treatment system that will be installed as part of the Autumn Meadows Development, City Project 14-06, and authorize the Mayor to sign the agreement.

TEW/

**MAINTENANCE AGREEMENT**  
**Stormwater Management Facilities**  
**Between the Rice Creek Watershed District and**  
**City of Shoreview**

This Maintenance Agreement (“Agreement”) is made by and between the Rice Creek Watershed District, a watershed district with purposes and powers set forth at Minnesota Statutes Chapters 103B and 103D and a drainage authority pursuant to chapter 103E of the laws of the State of Minnesota, (RCWD), and the City of Shoreview, Minnesota, a municipal corporation of the State of Minnesota, 4600 Victoria Street North, Shoreview, Minnesota 55126 (“Permittee”).

**Recitals and Statement of Purpose**

WHEREAS pursuant to Minnesota Statutes § 103D.345, the RCWD has adopted and implements Rule C, Stormwater Management Plans;

WHEREAS Rule C imposes certain requirements, which the Permittee will meet in this case by constructing and maintaining stormwater management facilities as identified on the site plan incorporated into this Agreement as Exhibit A;

WHEREAS in accordance with Rule C and as a condition of Permit 13-095, the Permittee’s obligation to maintain these stormwater facilities must be memorialized by a recorded maintenance declaration or, alternatively, a maintenance agreement establishing the Permittee’s perpetual maintenance obligation;

WHEREAS the Permittee and the RCWD execute this Agreement to fulfill the condition of Permit 13-095, and concur that it is binding and rests on mutual valuable consideration;

**THEREFORE:**

1. The Permittee, at its cost, will inspect and maintain the stormwater management facilities delineated and labeled on Exhibit A as follows: Stormwater inlets, piping, sumps, 24” perforated storage pipes, SAFL Baffles and underground infiltration chambers. The Permittee will:

- a. Obtain certified as-built survey of the underground infiltration chambers, sumps, and overflows.
- b. Inspect underground infiltration chambers annually to preserve live storage capacity at or above the design volume. Remove excess sediment and debris to ensure that the facilities continue to perform per design.
- c. Inspect grit chambers, sump catch basins and sump manholes annually. Accumulated sediment and debris will be removed so that the each facility continues to operate as designed and erosion or structural problems are corrected.
- d. Inspect conveyances and other structures annually. Ensure preservation of designed hydraulic capacity.

2. If the Permittee conveys into private ownership a fee interest in all or any portion of the public property that is subject to this Agreement, it must require as a condition of sale, and enforce: (a) that the purchaser record a declaration on the property incorporating the stormwater management facility maintenance requirements of this Agreement; and (b) that recordation occur either before any encumbrance is recorded on the property or, if after, only as accompanied by a subordination and consent executed by the encumbrance holder ensuring that the declaration will run with the land in perpetuity. If the Permittee conveys into public ownership a fee interest in all or any portion of the property that is subject to this Agreement, it must require as a condition of the purchase and sale agreement that the purchaser accept an assignment of all obligations vested under this Agreement.

3. This Agreement is in force for five years from the date on which it is fully executed and will renew automatically for five-year terms unless terminated by the parties. This Agreement may be amended only in a writing signed by the parties.

4. The recitals are incorporated as a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RICE CREEK WATERSHED DISTRICT**

By: \_\_\_\_\_  
RCWD Administrator, Phil Belfiori

Date:

**CITY OF SHOREVIEW**

By: \_\_\_\_\_  
Its Mayor, Sandy Martin

Date:

Exhibit A



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

**HELD APRIL 7, 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 April 7, 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. 14-18**

**APPROVING THE MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE  
RICE CREEK WATERSHED DISTRICT FOR STORMWATER INFRASTRUCTURE  
ASSOCIATED WITH CITY PROJECT 14-06**

WHEREAS, stormwater infrastructure will be installed as part of the Autumn Meadows Development; and

WHEREAS, the City of Shoreview will assume ownership and maintenance responsibilities of the stormwater infrastructure; and

WHEREAS, the Autumn Meadows Development is located within the Rice Creek Watershed District; and

WHEREAS, it is necessary for the City to enter into the maintenance agreement as a condition of the Rice Creek Watershed Permit #13-095.

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

That the Maintenance Agreement between the City and the Rice Creek Watershed for stormwater infrastructure associated with City Project No. 14-06 is hereby approved and authorize the Mayor to sign said agreement.

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 7<sup>th</sup> day of April, 2014.

STATE OF MINNESOTA )

)

COUNTY OF RAMSEY )

)

CITY OF SHOREVIEW )

I, the undersigned, being the duly qualified and acting Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council held on the 7<sup>th</sup> day of April 2014, with the original thereof on file in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to approving the Maintenance Agreement between the City and the Rice Creek Watershed District for Stormwater Infrastructure with City Project 14-06.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 8<sup>th</sup> day of April 2014.

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

SEAL

# Proposed Motion

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

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

To approve the renewal of the Consultant Services Agreement for 2014 with Greater Metropolitan Housing Corporation for administering the City's housing programs, including the Shoreview Home Energy Improvement Loan Program, through the HousingResource Center.

VOTE:	AYES: _____	NAYS: _____
Johnson	_____	_____
Quigley	_____	_____
Wickstrom	_____	_____
Withhart	_____	_____
Martin	_____	_____

**TO:** Mayor and City Council  
**FROM:** Kathleen Nordine, City Planner  
**DATE:** April 4, 2014  
**SUBJECT:** Consultation Services Agreement – Greater Metropolitan Housing Corporation

**BACKGROUND**

The City of Shoreview contracts with the Greater Metropolitan Housing Corporation (GMHC) for services related to the City's housing programs, including administration of the Shoreview Home Energy Improvement Loan Program, through the HousingResource Center. This contract is an annual agreement which needs to be renewed each year by both parties. The contract for 2014 is being presented to the City Council for review and approval.

**CONSULTANT SERVICES AGREEMENT**

The proposed agreement is similar to the previous agreement for 2013, including the administration of the Shoreview Home Energy Loan Program. The annual \$12,000 fee has not increased from previous years. The agreement also retains the flat fee structure for processing Shoreview Home Energy Loans. This fee structure is based on the actual cost of administering the program and does not vary with the loan amount.

The Shoreview Home Energy Loan Program as designed to assist residents who are interested in undertaking home improvements but had difficulty obtaining financing through conventional means. Through the Economic Development Authority, the City Council authorized an allocation of \$300,000 for the program using existing tax increment funds. The fund is revolving and the payments received back will then again be available for more loans. As of December 2013, sixteen loans have been processed for energy related projects with a funding total of \$223,856.08 leaving a balance of \$125,597.97 (including income) in the loan pool. Program use increased in 2013 with six loans processed. Only one loan was processed in 2012.

**RECOMMENDATION**

Staff recommends the Council approve the renewal of the annual Consultation Services Agreement with GMHC.

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Shoreview, a Minnesota municipal corporation, (“the City”), and **GREATER METROPOLITAN HOUSING CORPORATION**, a Minnesota non-profit corporation (“Consultant”).

### RECITALS

A. The Consultant has a division called The Housing Resource Center (“HRC”). GMHC has agreed to provide certain Services through HRC (as defined below) in connection with the City’s housing program.

B. The City desires to hire the Consultant to render this technical, professional, and marketing assistance in connection with housing programs in the City for the term as set forth in this Agreement.

C. Consultant is willing to provide such services on the terms and conditions set forth herein.

In consideration of the foregoing recitals and following terms, conditions and mutual promises contained herein, the parties agree as follows:

1. **Scope of Services.** The Consultant shall provide services as follows (the “Services”):

- a. Administer the following home improvement programs for residents of the City of Shoreview: MHFA Fix Up Fund, the MHFA Rental Rehab Program and the MHFA Rehabilitation Loan Program (collectively the “MHFA Programs”) and the Shoreview Energy Improvement Loan:
  - 1. Providing information to residents and property owners about the programs, upon request;
  - 2. Assist the City in developing procedures for the programs;
  - 3. Receipt of applications from residents;
  - 4. Processing applications;
  - 5. Closing loans to qualified applicants in accordance with the applicable program;
  - 6. Overseeing the draw process for the funds, including, as necessary, reviewing draws, reviewing the progress of the work and collecting lien waivers and certificates of occupancy. Consultant may, for this purpose, rely on third-party representations and certifications.

7. Provide monthly reports about the number of loans closed and the balance in each loan program.
- b. Service the loans made to City residents under the Shoreview Home Improvement Program:
    1. Direct the Community Reinvestment Fund (“CRF”) to collect such payments pursuant to a contract dated July 2, 2000 between Consultant and CRF (the “CRF Contract”),
    2. Direct CRF to take such action pursuant to the CRF Contract if there is an Uncured default by a borrower under a loan pursuant to an Installment Loan Program.
    3. Receive all payments made by borrowers to CRF.
    4. Disburse all payments received by Consultant as directed, in writing, by the City which may include disbursing the funds pursuant to the Shoreview Home Improvement Loan Program.
  - c. Assist City residents considering rehabilitation, including property visits, meet with homeowners and potential contractors, suggest alternatives for rehabilitation to homeowners, educate homeowners on the construction bid process, assist homeowners to evaluate bids and work completed and construction progress.
  - d. Provide HRC housing information to City residents, including information on emergency assistance, housing rehabilitation, first time homebuyers and limited rental information;
  - e. Assist the City in developing programs to purchase and rehabilitate homes;
  - f. Coordinate these services out of Consultant’s Housing Resource Center, 1170 Lepak Court, Shoreview, MN 55126; and
  - g. Have Consultant’s staff visit residences as determined necessary by Consultant.
2. **Term.** This Agreement shall be in full force and effect from January 1, 2014 and shall continue through December 31, 2014, unless otherwise terminated as set forth below.

3. **Compensation.**

Core HRC Services. The City shall pay the Consultant Twelve Thousand Dollars (\$12,000) within thirty (30) days after execution of this Agreement.

Shoreview Home Energy Loan Program Administration. The City shall pay the Consultant a fee of \$800 for each loan closed. Fees will be paid monthly based on the number of loans closed during the month. For those loans that will not close because the applicants have been denied or are no longer pursuing financing through this program, the City shall pay the Consultant a fee of \$75.00 for each application which shall be charged monthly.

The Consultant shall receive compensation for administering the MHFA Programs directly from the Minnesota Housing Finance Agency and not from the City.

4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- a. The parties, by mutual written agreement, may terminate this Agreement at any time in which case the parties shall agree to the amount of fees payable to Consultant.
- b. The City may terminate this Agreement upon the breach by Consultant of any of its material covenants contained herein, where such breach shall have continued for a period of thirty (30) days following the receipt by Consultant of a written notice from the City, specifying the alleged breach; provided, however, if the nature of a non-monetary breach is such that Consultant cannot reasonably cure same in the thirty (30) day period, Consultant shall not be deemed to be in breach if it commences to cure within the thirty (30) day period, and diligently pursues same to completion within ninety (90) days following receipt by Consultant of such written notice. In the event of termination by the City hereunder, Consultant shall be entitled to fees due to the date the notice of breach is sent by the City.
- c. If Consultant or City (as applicable) (i) files a voluntary petition in bankruptcy (ii) files a voluntary petition for reorganization under any bankruptcy law, statute or regulation or other similar statute or regulation, (iii) is adjudicated a bankrupt, (iv) makes an assignment for the benefit of creditors or applies for or consents to the appointment of a receiver or trustee as part of or in conjunction with a "creditor plan" with respect to any substantial part of its assets, or (v) a receiver or trustee is appointed, or an attachment or execution levied with respect to any substantial part of its assets, and said appointment is not vacated, or the attachment or execution not released, within sixty (60) days, then this Agreement shall, effective as of such date, without notice or further action by either party, immediately terminate.
- d. Consultant may terminate this Agreement upon the breach by City of any of its material covenants contained herein, where such breach shall have continued for a period of thirty (30) days following the receipt by City of a written notice from Consultant, specifying the alleged breach; provided, however, if the nature of a non-monetary breach is such that City cannot reasonably cure same in the thirty (30) day period, City shall not be deemed

to be in breach if it commences to cure within the thirty (30) day period, and diligently pursues same to completion within ninety (90) days following receipt by City of such written notice. In the event of termination by Consultant hereunder. Consultant shall be entitled to retain the entire fee under this Agreement.

5. **Insurance.**

- a. During the term of this Agreement, the Consultant shall obtain and maintain workers compensation, comprehensive general liability, and automobile liability insurance. Comprehensive general liability insurance shall have an aggregate limit of Two Million Dollars (\$2,000,000.00).
- b. Upon request by the City, the Consultant shall provide a certificate or certificates of insurance relating to the insurance required. Such insurance secured by the Contractor shall be issued by insurance companies licensed in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess.
- c. Such insurance shall be in force on the date of execution of an Agreement and shall remain continuously in force for the duration of the Agreement.

6. **Indemnification.**

- a. Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Consultant, the Consultant's successors or assigns, the Consultant's subcontractors, or to any other person or persons for any third party claim, demand, damage, or cause of action of any kind, nature, or character, including intentional acts, arising out of or by reason of the performance of this Agreement by Consultant. The Consultant, and the Consultant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all third party claims, demands, damages, and causes of action, to the extent caused by the negligence or wrongful acts of Consultant, and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance.
- b. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

7. **Assignment.** This Agreement shall not be assigned, sublet, or transferred, in whole or in part without the prior written approval of the City.

8. **Conflict of Interest.** The Independent Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the Independent Contractor, with the prior written consent of the City, shall arrange for suitable alternative services.

9. **Compliance with Laws.** The Consultant shall comply with all applicable Federal, State, and local laws, rules, ordinances, and regulations at all times and in the performance of the services pursuant to this Agreement.

10. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Consultant: Greater Metropolitan Housing Corporation  
15 South 5<sup>th</sup> Street, Suite 710  
Minneapolis, MN 55402  
ATTN: Suzanne Snyder

City: City of Shoreview  
4600 Victoria Street North  
Shoreview, MN 55126

Or such other address as either party may provide to the other by notice given in accordance with this provision.

11. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Consultant, and supersedes any other written or oral agreements between the City and the Consultant. This Agreement can only be modified in writing signed by the City and the Consultant.

12. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

13. **Counterparts.** This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

14. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

15. **Agreement Not Exclusive.** The City retains the right to hire other housing program consultants, in the City's sole discretion.

16. **Data Practices Act Compliance.** Data provided to the Consultant or created by the Consultant under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended.

*[Signature Page Follows]*

**IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.**

CITY:

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

Its: Mayor

Date: \_\_\_\_\_, 20\_\_.

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

Its: City Manager

Date: \_\_\_\_\_, 20\_\_.

CONSULTANT:

GREATER METROPOLITAN HOUSING CORPORATION

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

Its: President

Date: \_\_\_\_\_, 20\_\_.

PUBLIC HEARING AGENDA  
FOR 3495 VICTORIA STREET, 3470, 3500 AND 3510 VIVIAN AVENUE

Purpose: VACATION OF PUBLIC EASEMENTS

Published Time: 7:00 P.M.

Published Date: APRIL 7, 2014

Affidavit of Publication: MARCH 19, 2014

Affidavit of Mailing: MARCH 26, 2014

Review of Affidavits of Mailing and  
Publication by City Attorney: APRIL 3, 2014

Open Public Hearing - Time:

Hearing Discussion: VACATION OF PUBLIC EASEMENTS

**MOTION:**  
CLOSE PUBLIC HEARING BY COUNCILMEMBER \_\_\_\_\_

SECOND BY COUNCILMEMBER \_\_\_\_\_

**ROLL CALL:**            AYE \_\_\_\_\_ NAY \_\_\_\_\_

JOHNSON                    \_\_\_\_\_

QUIGLEY                    \_\_\_\_\_

WICKSTROM                \_\_\_\_\_

WITHHART                 \_\_\_\_\_

MARTIN                     \_\_\_\_\_

REGULAR COUNCIL MEETING  
APRIL 7, 2014

**MOTION TO APPROVE THE VACATION REQUESTS**

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

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

To adopt Resolution 14-16, approving the Vacation requests, submitted by the Church of St. Odilia and so vacating the interest of the public in certain easements encumbering the property at 3495 Victoria St., 3470, 3500, and 3510 Vivian Avenue, subject to the following:

1. Approval of the Final Plat of the Catholic Community of St. Odilia by the City Council.
2. Resolution 14-16 approving the vacation request shall be recorded with Ramsey County prior to the City endorsing the final plat hard-shell.

This approval is based on the following finding:

1. The easements proposed for vacation no longer serve the needs of the public.

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

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

Regular City Council Meeting – April 7, 2014

**MOTION TO APPROVE THE FINAL PLAT**

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

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

To approve the Final Plat application submitted by the Church of St. Odilia to subdivide the property at 3495 Victoria St., 3470, 3500, and 3510 Vivian Avenue, and authorize execution of the Site Development Agreement, subject to the following:

1. The Final Plat shall include drainage and utility easements along the property lines and over infrastructure and shall include a drainage and utility easement over the south 30-feet of the plat. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
2. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.

This approval is based on the following findings:

1. The subdivision is consistent with the policies of the Comprehensive Plan.
2. The subdivision will not conflict with or impede the planned use of adjoining property.
3. The proposed plat complies with the subdivision standards.
4. The Final Plat is consistent with the Preliminary Plat approval.

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

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

Regular City Council Meeting – April 7, 2014

**TO:** Mayor, City Council and City Manager  
**FROM:** Rob Warwick, Senior Planner  
**DATE:** April 2, 2014  
**SUBJECT:** File 2522-14-12, Final Plat and Vacation – the Church of St. Odilia, 3495 Victoria Street

**Introduction**

The Church of St. Odilia received approval in May of 2013 to subdivide and develop the property at 3495 Victoria St., 3470, 3500, and 3510 Vivian Avenue, into 5 lots. Final Plans have been prepared and the applicant is seeking approval of the Final Plat, including a Vacation request and Development Agreement.

**Project Summary**

The church campus is currently developed with a church and school building, an administration building, a hospice care building and a rectory. Site access is via driveways to Victoria Street and Vivian Avenue. The plat will subdivide the property into five lots, with each of the above four buildings located on one of the resulting lots. The final lot will be developed with a cemetery, columbaria and a prayer garden. The platting process is required to meet statutory requirements for the church cemetery and columbaria.

**Final Plat**

The plat incorporates the property previously owned by the Crosier Community with property previously platted for the Church Campus. The parcels comply with the minimum standards of the R1, Detached Residential District, and the Subdivision Code.

The plans have been reviewed for compliance with the conditions imposed with the Preliminary Plat and Site and Building Plan Review. The applicant has prepared operating rules and included provisions required by the City therein. The Development Agreement includes a clause that requires City review and approval if revisions are proposed to those required provisions, as well as an exhibit that lists the Conditions of Approval.

**Vacation**

The applicant has requested that certain excess public easements be vacated. The easements proposed for vacation include a bikeway/walkway easement along vacated Cottage Place, drainage and utility easements along the current property lines of 3500 Vivian (the palliative care facility), and a slope easement along Vivian Avenue. The easements are shown on the attached survey (sheets 1 and 2), and have been colored coded for reference. The easements for bikeway/walkway purposes over the previously vacated portion of Cottage Place along the south portion of the plat was reserved by the City as a result of the 1993 street vacation. Since that City action Cottage Place has been reconstructed and no sidewalk, trail or bike path was determined necessary in conjunction with the road improvements. A water main is located here and a drainage and utility easement is shown over this infrastructure on the final plat. This area is encumbered with two easement for the same purposes as both the property and the City recorded copies of the Council Resolution.

The slope easement abuts the Vivian Avenue right-of-way. Since the road has been constructed and the slope stabilized, there is no longer a public interest in retaining the easement.

Similarly, previously platted lot boundaries will be relocated within the plat and the drainage and utility easements that were needed with the prior plat will be replaced, so there is no public interest in retaining the old drainage and utility easements. These easements are not required and so are not shown on the final plat, and so the public interest is extinguished.

**Public Notice**

Legal notice of the public hearing for the vacation was published on March 19, 2014, and notice mailed to property owners affected by the vacation and to utility providers. In response to mailed notice, one comment was submitted by Xcel Energy. No concern with the vacation is identified. The comment is attached.

**Recommendation**

The submitted applications and plans have been reviewed and found to comply with the previous approvals. Staff recommends the Council hold the public hearing for the vacation request and take testimony, adopt Resolution 14-16 approving the vacation requests, and finally approve the Final Plat, including the Development Agreements. The City Attorney has reviewed the request and recommended that the Council adopt Resolution 14-16 in a separate motion, prior to approval of the final plat. A condition of approval has been included requiring recording of the Resolution approving the vacation prior to recording the plat. Approval is subject to the following conditions.

**Vacation**

1. Resolution 14-16 approving the vacation request shall be recorded with Ramsey County prior to the City endorsing the final plat hard-shell.
2. Approval of the Final Plat of the Catholic Community of St. Odilia by the City Council.

**Final Plat**

1. The Final Plat shall include drainage and utility easements along the property lines and over public infrastructure and shall include a drainage and utility easement over the south 30-feet of the plat. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
2. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.

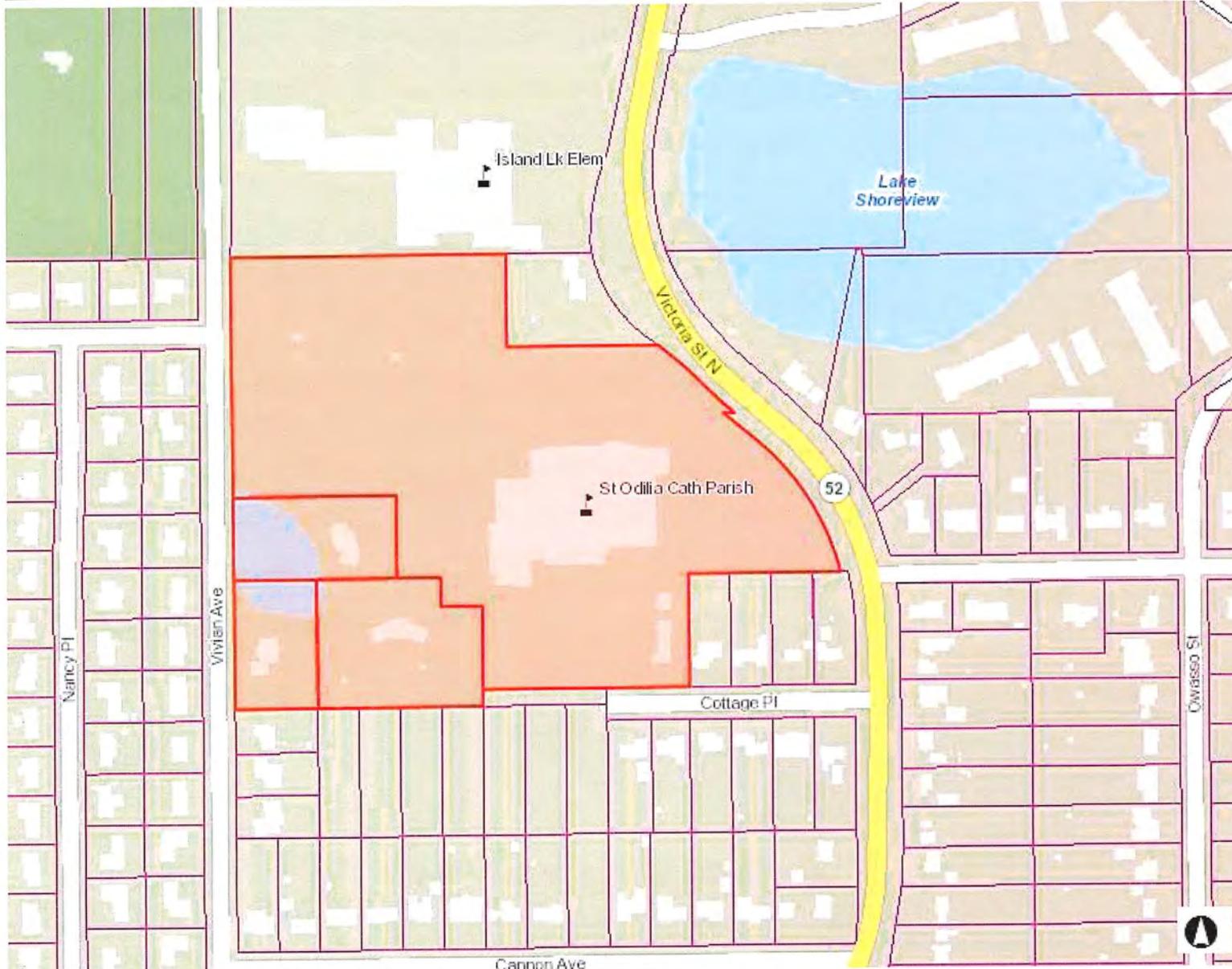
**Attachments:**

1. Location Map
2. Submitted Statement and Plans
3. Site Development Agreement, including Exhibits
4. Resolution 14-16, Vacating Public Easements
5. Motion – To Open/Close the Public Hearing
6. Motion – To Adopt Resolution 14-16
7. Motion – To Approve the Final Plat

**Legend**



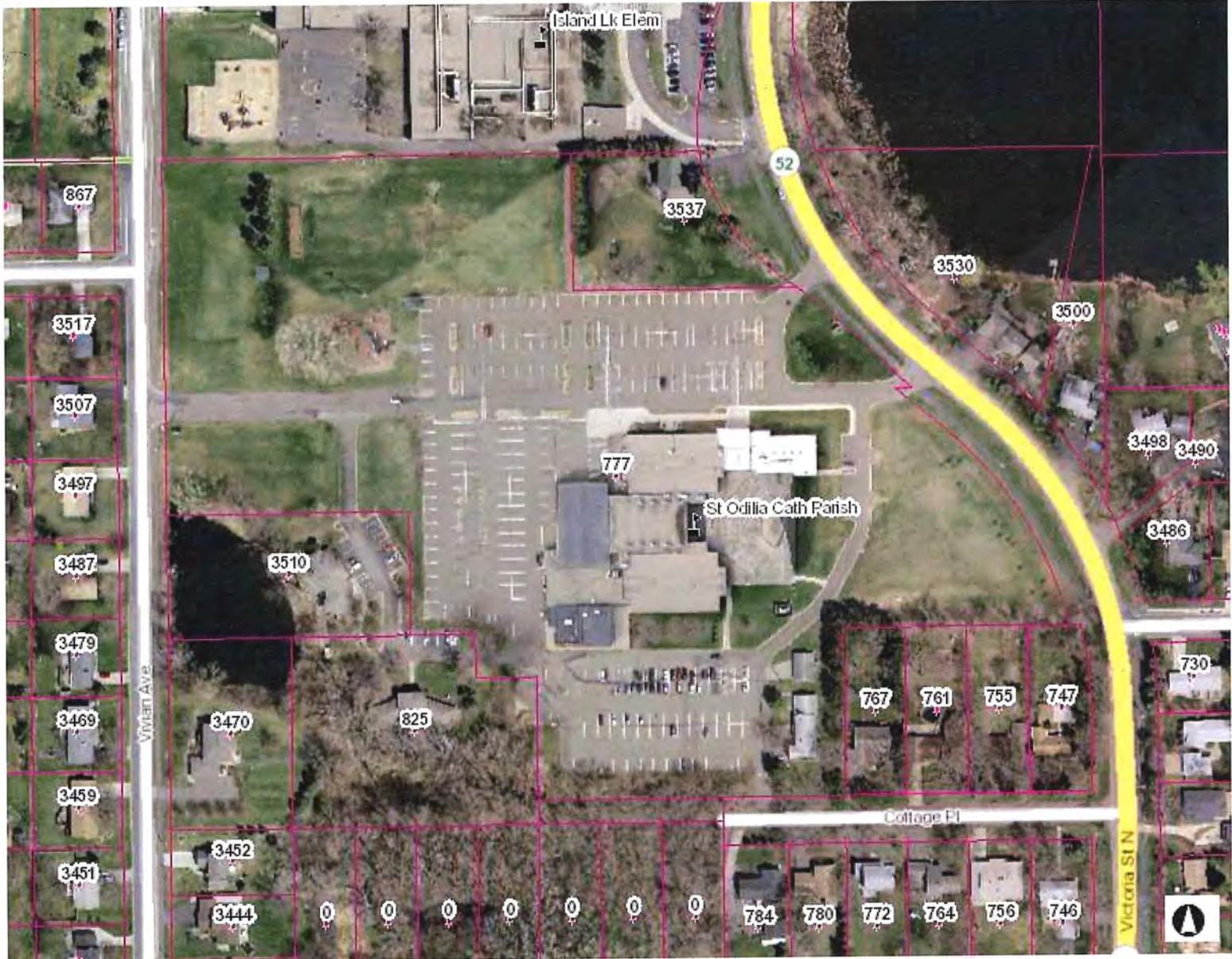
-  City Halls
-  Schools
-  Hospitals
-  Fire Stations
-  Police Stations
-  Recreational Centers
-  Parcel Points
-  Parcel Boundaries



**Notes**

Vacation Locations

600.0 0 300.00 600.0 Feet



**Legend**

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

**Notes**

Enter Map Description

400.0 0 200.00 400.0 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**

# THE CATHOLIC COMMUNITY OF ST. ODILIA

KNOW ALL MEN BY THESE PRESENTS: That The Church of St. Odilia of Shoreview, Minnesota, a Minnesota parish coporation, fee owner of the following described property situated in the City of Shoreview, County of Ramsey, State of Minnesota:

Lot 2, Block 1, St. Odilia Campus and Lot 1, Block 1, St. Odilia Campus, together with that portion of Vivian Avenue vacated by Document No. 2878746 accruing thereto; and Lot 10, except the North 60 feet thereof, and Lots 11, 12, 13, 14 and 15, Block 1, Minnesota Realty Homesites, together with that portion of Cottage Place vacated by Document No. 2724990 accruing thereto, Ramsey County, Minnesota.

Has caused the same to be surveyed and platted as THE CATHOLIC COMMUNITY OF ST. ODILIA and does hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said The Church of St. Odilia of Shoreview, Minnesota, a Minnesota parish coporation, has caused these presents to be signed by its proper officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Phillip J. Rask, Vice President

\_\_\_\_\_  
Kathryn Boyle, Secretary

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Phillip J. Rask, Vice President and Kathryn Boyle, Secretary, of The Church of St. Odilia of Shoreview, Minnesota, a Minnesota parish coporation, on behalf of the coporation.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I, James E. Napier, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
James E. Napier, Land Surveyor  
Minnesota License No. 25343

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by James E. Napier, a Licensed Land Surveyor.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

CITY OF SHOREVIEW

We do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council of the City of Shoreview, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

\_\_\_\_\_, Mayor \_\_\_\_\_, City Clerk

DEPARTMENT OF PROPERTY RECORDS AND REVENUE

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year \_\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, Director By \_\_\_\_\_, Deputy  
Property Records and Revenue

COUNTY SURVEYOR

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 383A.42, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

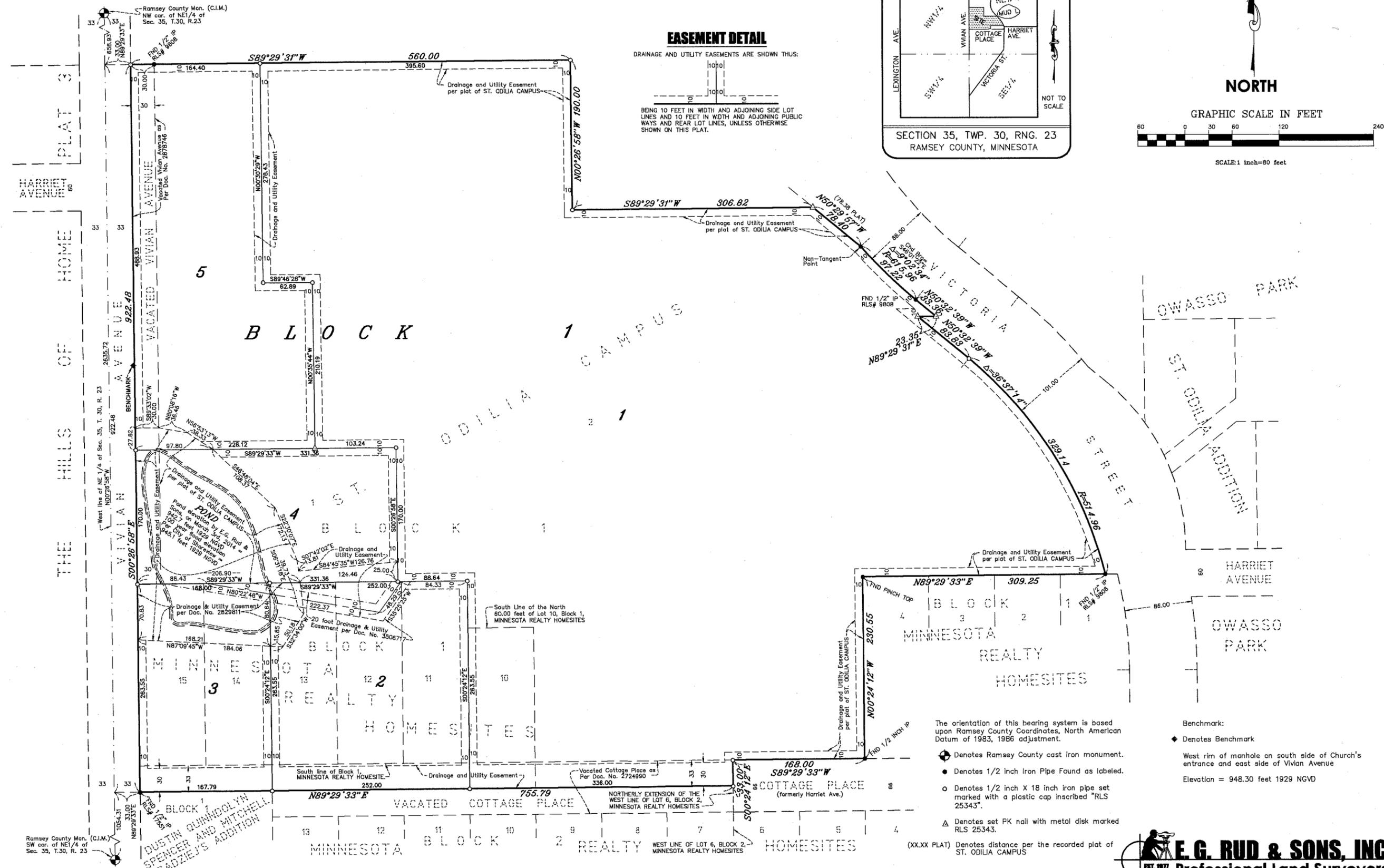
\_\_\_\_\_  
Craig W. Hinzman, L.S.  
Ramsey County Surveyor

COUNTY RECORDER,  
COUNTY OF RAMSEY, STATE OF MINNESOTA

I hereby certify that this plat of THE CATHOLIC COMMUNITY OF ST. ODILIA was filed in the office of the County Recorder for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly filed in Book \_\_\_\_\_ of Plats, Page \_\_\_\_\_, as Document Number \_\_\_\_\_.

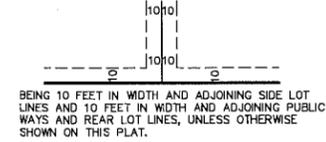
\_\_\_\_\_  
Deputy County Recorder

# THE CATHOLIC COMMUNITY OF ST. ODILIA



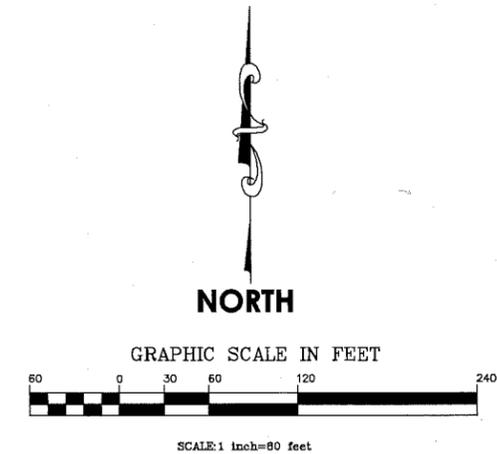
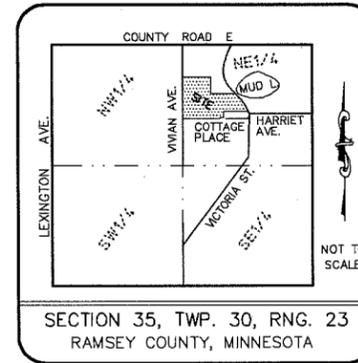
**EASEMENT DETAIL**

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

**VICINITY MAP**



- The orientation of this bearing system is based upon Ramsey County Coordinates, North American Datum of 1983, 1986 adjustment.
- ◆ Denotes Ramsey County cast iron monument.
  - Denotes 1/2 inch Iron Pipe Found as labeled.
  - Denotes 1/2 inch X 18 inch Iron pipe set marked with a plastic cap inscribed "RLS 25343".
  - △ Denotes set PK nail with metal disk marked RLS 25343.
  - (XX.XX PLAT) Denotes distance per the recorded plat of ST. ODILIA CAMPUS

Benchmark:  
◆ Denotes Benchmark  
West rim of manhole on south side of Church's entrance and east side of Vivian Avenue  
Elevation = 948.30 feet 1929 NGVD

# PUBLIC EASEMENT VACATION EXHIBIT

~for~ THE CHURCH OF ST. ODILIA  
 ~of~ THE CATHOLIC COMMUNITY OF ST. ODILIA

## PROPERTY DESCRIPTION

Lot 2, Block 1, St. Odilia Campus and Lot 1, Block 1, St. Odilia Campus, together with that portion of Vivian Avenue vacated by Document No. 2878746 accruing thereto, and Lot 10, except the North 80 feet thereof, and Lots 11, 12, 13, 14 and 15, Block 1, Minnesota Realty Homesites, together with that portion of Cottage Place vacated by Document No. 2724990 accruing thereto, Ramsey County, Minnesota.

## NOTES

- The orientation of this bearing system is based upon the Ramsey County coordinate system.
- Topography shown is based upon a Topography performed by E.G. Rud & Sons Land Surveyors November 1994 and updated November, 2001 together with construction plan drawings of the new improvements since November 2001. Due to field work being completed during the winter season there may be improvements in addition to those shown that were not visible due to snow and ice conditions characteristic of Minnesota winters.
- All utility lines are approximate locations shown per individual utility company sketches and some field location of utilities pointed on ground.
- This Exhibit is based upon information found in the commitment for title insurance prepared by Commercial Partners Title, LLC, issuing agents for Old Republic National Title Insurance Company, File No. 36796, dated effective February 15th, 2013 at 7:00 A.M..
- Property to be platted as THE CATHOLIC COMMUNITY OF ST. ODILIA.

## VICINITY MAP

PART OF SEC. 35, TWP. 30, RNG. 23



RAMSEY COUNTY, MINNESOTA  
NO SCALE

## PROPOSED DESCRIPTIONS FOR PUBLIC EASEMENT VACATIONS

### PROPOSED DESCRIPTION FOR VACATING 10 FOOT WIDE DRAINAGE AND UTILITY EASEMENT AS DEDICATED IN THE PLAT OF ST. ODILIA CAMPUS

All that part of the drainage and utility easement as dedicated on Lot 2, Block 1, according to the recorded plat of ST. ODILIA CAMPUS, Ramsey County, Minnesota, that lies adjacent to and 10.00 feet to the right of the following described line:

Commencing at the most southerly and westerly corner of said Lot 2, said corner also being the southeast corner of Lot 10, Block 1, according to the recorded plat of MINNESOTA REALTY HOMESITES, Ramsey County, Minnesota; thence on an assumed bearing of North 89 degrees 29 minutes 33 seconds East, along the southerly line of said Lot 2, a distance of 242.00 feet to the point of beginning of the line to be described; thence South 89 degrees 29 minutes 33 seconds West, along said southerly line of Lot 2, a distance of 242.00 feet to said most southerly and westerly corner of Lot 2; thence North 00 degrees 24 minutes 12 seconds West, along a westerly line of said Lot 2, a distance of 170.55 feet to an angle point along the southerly line of said Lot 2; thence South 89 degrees 29 minutes 33 seconds West along said southerly line a distance of 84.00 feet to a westerly line of said Lot 2, and said line there terminating.

The sidelines of said vacation are to be prolonged or shortened to terminate on said westerly line of Lot 2.

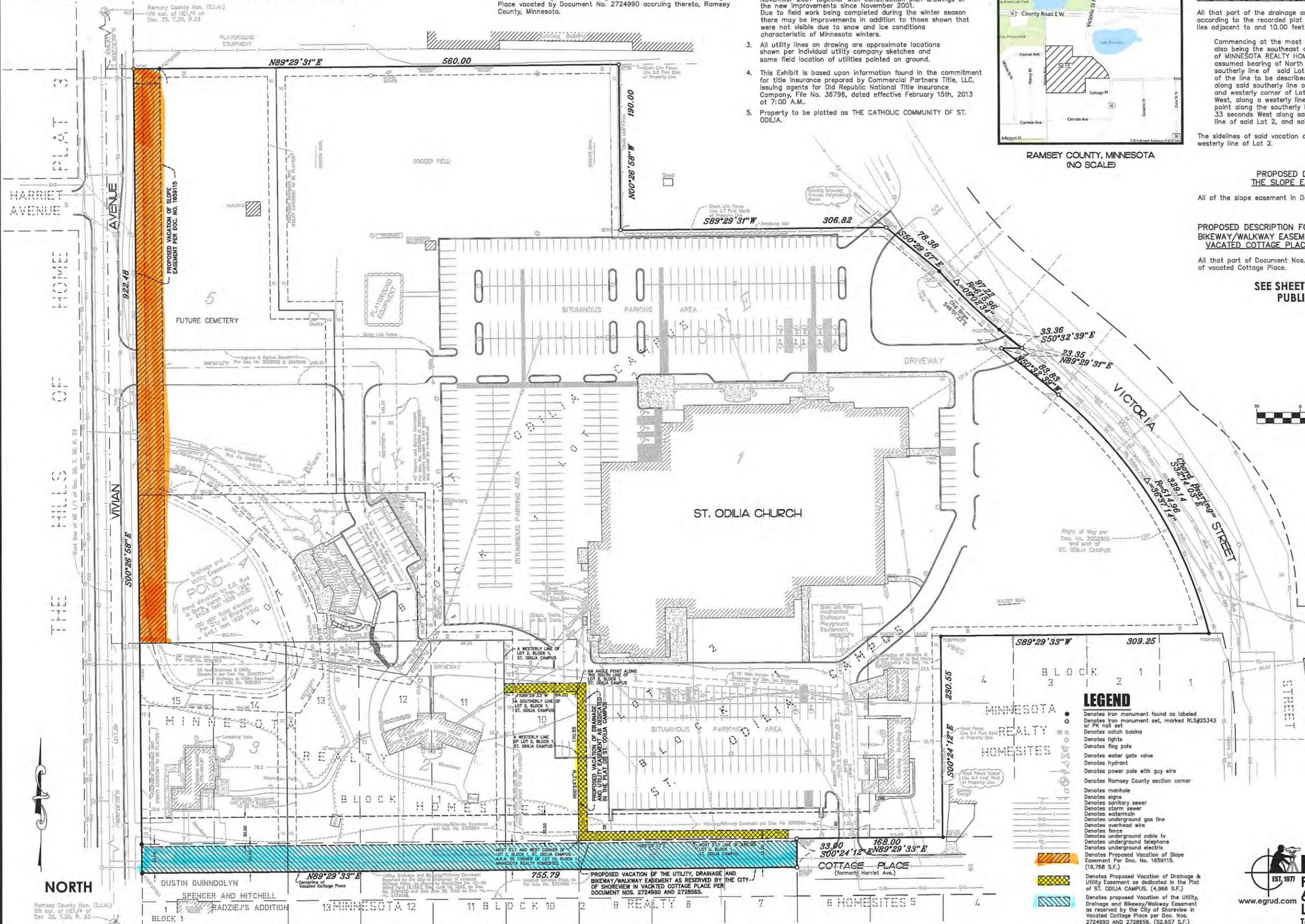
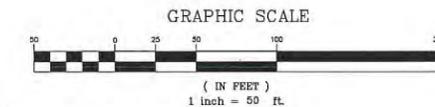
### PROPOSED DESCRIPTION FOR THE VACATION OF THE SLOPE EASEMENT IN DOCUMENT NO. 1659115.

All of the slope easement in Document No. 1659115.

### PROPOSED DESCRIPTION FOR THE VACATION OF THE UTILITY, DRAINAGE AND BIKEWAY/WALKWAY EASEMENT AS RESERVED BY THE CITY OF SHOREVIEW IN VACATED COTTAGE PLACE PER DOCUMENT NOS. 2724990 AND 2728565.

All that part of Document Nos. 2724990 and 2728565, lying northerly of the centerline of vacated Cottage Place.

### SEE SHEET 2 OF 2 SHEETS FOR ADDITIONAL PUBLIC EASEMENT VACATIONS



## LEGEND

- Denotes iron monument found as labeled
- Denotes iron monument set, marked RLS#25343
- Denotes catch basins
- Denotes lights
- Denotes flag pole
- Denotes water gate valve
- Denotes hydrant
- Denotes power pole with guy wire
- Denotes Ramsey County section corner
- Denotes manhole
- Denotes signs
- Denotes sanitary sewer
- Denotes storm sewer
- Denotes watermain
- Denotes underground gas line
- Denotes overhead wire
- Denotes fence
- Denotes underground cable tv
- Denotes underground telephone
- Denotes underground electric
- Denotes Proposed Vacation of Drainage and Utility Easement as Dedicated in the Plat of St. Odilia Campus.
- Denotes Proposed Vacation of the Utility, Drainage and Bikeway/Walkway Easement as reserved by the City of Shoreview in Vacated Cottage Place per Doc. Nos. 2724990 and 2728565. (52,857 S.F.)

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

*James E. Napier*  
 JAMES E. NAPIER  
 Date: 3-12-14 License No. 25343

DRAWN BY: JEN	JOB NO: 13050PP	DATE: 03/12/14	
CHECK BY: JEN	SCANNED		
1	04/03/14	Rev. 2728565	
2			
3			
NO.	DATE	DESCRIPTION	BY

**E.G. RUD & SONS, INC.**  
 EST. 1977  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014  
 Tel. (651) 361-8200 Fax (651) 361-8701

# PUBLIC EASEMENT VACATION EXHIBIT

~for~ THE CHURCH OF ST. ODILIA  
 ~of~ THE CATHOLIC COMMUNITY OF ST. ODILIA

## PROPERTY DESCRIPTION

Lot 2, Block 1, St. Odilia Campus and Lot 1, Block 1, St. Odilia Campus, together with that portion of Vivian Avenue vacated by Document No. 2878746 accruing thereto and Lot 10, except the North 80 feet thereof, and Lots 11, 12, 13, 14 and 15, Block 1, Minnesota Realty Homesites, together with that portion of Cottage Place vacated by Document No. 2724990 accruing thereto, Ramsey County, Minnesota.

## NOTES

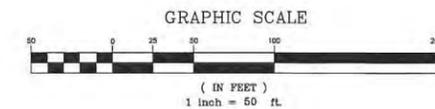
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- Property to be platted as THE CATHOLIC COMMUNITY OF ST. ODILIA.

## VICINITY MAP

PART OF SEC. 35, TWP. 30, RNG. 23



RAMSEY COUNTY, MINNESOTA  
(NO SCALE)



## PROPOSED DESCRIPTIONS FOR PUBLIC EASEMENT VACATIONS

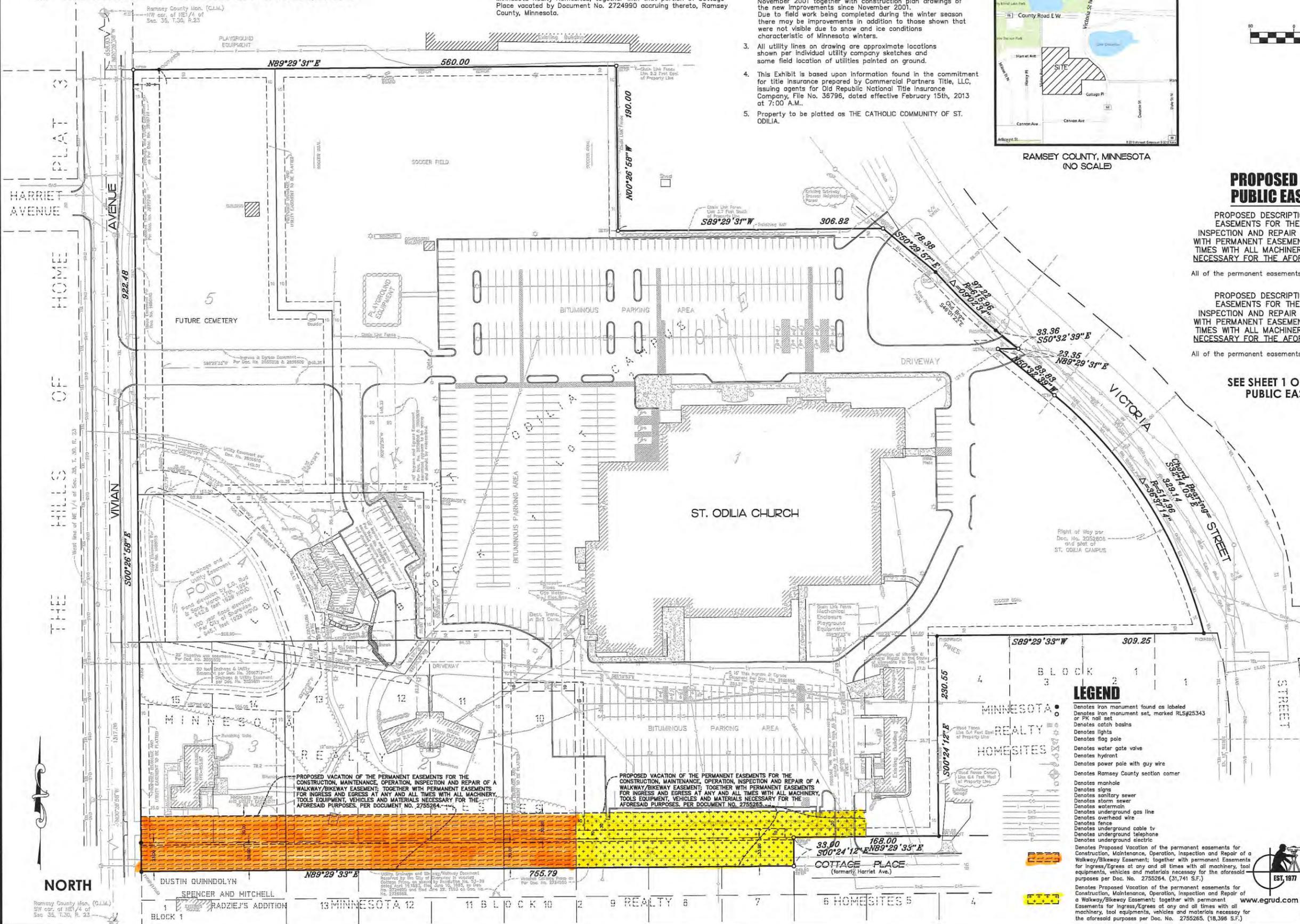
PROPOSED DESCRIPTION FOR THE VACATION OF THE PERMANENT EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, INSPECTION AND REPAIR OF A WALKWAY/BIKEWAY EASEMENT; TOGETHER WITH PERMANENT EASEMENTS FOR INGRESS AND EGRESS AT ANY AND ALL TIMES WITH ALL MACHINERY, TOOLS EQUIPMENT, VEHICLES AND MATERIALS NECESSARY FOR THE AFORESAID PURPOSES. PER DOCUMENT NO. 2755264.

All of the permanent easements per Document No. 2755264.

PROPOSED DESCRIPTION FOR THE VACATION OF THE PERMANENT EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, INSPECTION AND REPAIR OF A WALKWAY/BIKEWAY EASEMENT; TOGETHER WITH PERMANENT EASEMENTS FOR INGRESS AND EGRESS AT ANY AND ALL TIMES WITH ALL MACHINERY, TOOLS EQUIPMENT, VEHICLES AND MATERIALS NECESSARY FOR THE AFORESAID PURPOSES. PER DOCUMENT NO. 2755265.

All of the permanent easements per Document No. 2755265.

SEE SHEET 1 OF 2 SHEETS FOR ADDITIONAL PUBLIC EASEMENT VACATIONS



## LEGEND

- Denotes iron monument found as labeled
- Denotes iron monument set, marked RLS#25343
- Denotes catch basins
- Denotes lights
- Denotes flag pole
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- Denotes storm sewer
- Denotes watermain
- Denotes underground gas line
- Denotes overhead wire
- Denotes fence
- Denotes underground cable tv
- Denotes underground telephone
- Denotes underground electric
- Denotes Proposed Vacation of the permanent easements for Construction, Maintenance, Operation, Inspection and Repair of a Walkway/Bikeway Easement; together with permanent Easements for Ingress/Egress at any and all times with all machinery, tool equipments, vehicles and materials necessary for the aforesaid purposes per Doc. No. 2755264, (31,741 S.F.)
- Denotes Proposed Vacation of the permanent easements for Construction, Maintenance, Operation, Inspection and Repair of a Walkway/Bikeway Easement; together with permanent Easements for Ingress/Egress at any and all times with all machinery, tool equipments, vehicles and materials necessary for the aforesaid purposes per Doc. No. 2755265, (18,396 S.F.)

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

*James E. Napier*  
 JAMES E. NAPIER  
 Date: 3-12-14 License No. 25343

DRAWN BY: JEN	JOB NO: 13050PP	DATE: 03/12/14	
CHECK BY: JEN	SCANNED		
1	04/03/14	Rev. 2728565	
2			
3			
NO.	DATE	DESCRIPTION	BY



**E.G. RUD & SONS, INC.**  
 EST. 1977  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014  
 Tel. (651) 361-8200 Fax (651) 361-8701

Rec'd 3/28/14

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



# Shoreview

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

## REQUEST FOR COMMENT

March 26, 2014

Dear Property Owner:

The City Council will hold a public hearing on **April 7, 2014** to consider a request by The Catholic Community of St. Odilia to vacate excess public slope, bikeway/walkway, and drainage and utility easements located on the applicant's property at 3495 Victoria St., 3510 and 3470 Vivian Avenue, and 825 Cottage Place. See the attached location map and site plan showing the public easements proposed for vacation.

You are encouraged to fill out the bottom portion of this form if you have comments regarding this request. Comments must be submitted by **Thursday, April 3, 2014** so they can be forwarded to the City Council. Comments received after this date but before the meeting will be distributed to the Council at the meeting. You are also welcome to attend the meeting. The meeting will be held at 7:00 p.m. in the City Council Chambers at City Hall, 4600 N. Victoria Street. If you have any questions concerning this application or the meeting please contact me at 651-490-4681, or via email at [rwarwick@shoreviewmn.gov](mailto:rwarwick@shoreviewmn.gov).

Sincerely,

Rob Warwick  
Senior Planner

Comments or concerns:

NORTHERN STATES POWER d/b/a XCEL ENERGY -  
GAS & ELEC - HAS NO ISSUES W/ THE PROPOSED  
VACATIONS OF EASEMENTS.

File No. 2522-14-12 st odilia vacation

Name: JEAN M. BORGEN Address: \_\_\_\_\_  
SR. LAND RIGHTS AGENT  
612-330-5517

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 7, 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 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. 14-16  
A RESOLUTION RELATING TO THE VACATION OF CERTAIN PUBLIC  
EASEMENTS**

**WHEREAS**, pursuant to mailed and published notice, a public hearing was held on the 7th day of April, 2014 before the Shoreview City Council to consider the vacation of certain public easements.

**NOW, THEREFORE**, be it resolved that the Shoreview City Council hereby adopts the Resolution No. 14-16 vacating all interest in those certain Public Easements referenced in Ramsey County Document Nos. 1659115, 2724990, 2728565, 2755264, 2878746, and 2755265, Ramsey County, Minnesota.

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:

**Adopted this 7<sup>th</sup> day of April, 2014.**

---

Sandra C. Martin, Mayor  
Shoreview City Council



**SITE DEVELOPMENT AGREEMENT  
THE CHURCH OF SAINT ODILIA**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the "City") and the Church of Saint Odilia, their successors and assigns (hereinafter the "Developer").

(II) On April 7, 2014 the City gave approval to subdivide and develop certain property within the City and legally described as follows (hereinafter the "Subject Property"):

Lots 1 and 2, Block 1, St. Odilia Campus, together with that portion of Vivian Avenue vacated by Document No. 2878746 accruing thereto; and Lot 10, except the north 60 feet thereof, and Lots 11, 12, 13, 14, and 15, Block 1, Minnesota Realty Homesites, together with that portion of Cottage Place vacated by Document No. 2724990 accruing thereto, Ramsey County, Minnesota.

*(commonly known as 3495 Victoria Street, 3470, 3500 and 3510 Vivian Avenue)*

(III) Pursuant to City Ordinances, the Developer is required:

- A) To make certain improvements to the property legally described and addressed above.
- B) To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer's request for final site and building approval.
- C) To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

(IV) In consideration of the City's grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

- A) **Applicability.** This agreement is applicable to the property legally described above.
- B) **Zoning.** The property within this development is zoned R1, Detached Residential. Public/quasi public uses, including a cemetery owned by a religious institution, are permitted in this District.
- C) **St. Odilia Prayer Garden, A Cemetery with Columbaria.** The approved plat creates a lot on the St. Odilia campus for development with a prayer garden, cemetery and columbaria. The lot will be developed with seven (7) columbaria structures, with 9 radiused companion niche structures (walls) for storing cremated human remains, 306 in-ground burial plots, memorial monuments, walkways and landscaped gardens. Driveway access and parking will

use the existing facilities that have been developed for the Church and School. The Approved Plans are attached (**Exhibit A**).

- D) **City Permits Required.** The Developer shall not commence any grading or erosion control activity until a grading permit is issued. City building permits are required for each of the columbaria and monuments subsequently constructed or installed in the Prayer Garden.
- E) **Other Agency Permits and Approvals.** It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction. The applicant shall obtain an NPDES permit and Ramsey Washington Metro Watershed permit before any City permits are issued for this site.
- F) **Improvements.** All improvements shall be constructed in accordance with the approval of the City Council, and in accordance with the City's ordinances and regulations and pursuant to approved plans and specifications submitted for the Final Plat (as approved April 7, 2014) and the Site and Building Plan Review (as approved May 6, 2013). The approved plans include grading the site for landscaping and development of grave and columbaria sites, walkways, gardens and stormwater management features, including rain gardens. All requirements attached to said project by the City's Council on April 7, 2014, as conditions of the Final Plat approval, are to be satisfied whether or not identified in this document.
- G) **Phasing.** The improvements will be developed in phases. The first phase includes grading of the entire area planned for the Prayer Garden and Cemetery, landscaping as shown on the Phase One plan, pervious pathways, and an initial columbarium to be located south of the access drive. All of the in-ground burial plots will be laid out during Phase One. These improvements are shown on the prepared by Sanders Wacker Bergly Inc. and attached as Exhibit A. Subsequent phases shall commence with the construction of additional columbaria, and shall be in substantial conformance to the approved plans. Significant changes, as determined by the City Manager, shall require review and approval of the City Council.
- H) **Tree Replacement and Protection.** The Developer agrees to protect and preserve trees in accordance with the tree preservation and replacement plan approved by the City Council. Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Preservation and Replacement Plan.

**Protective tree fencing shall be inspected by the City Environmental Officer prior to the commencement of any grading or site development activities.** All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence.

Tree replacement shall be required as specified in the City's ordinances. If the number of trees required to be replaced cannot be planted on the development site, the Developer agrees

to provide a cash contribution to the City's Forestry Fund at a rate of \$250.00 per replacement tree.

- I) **Landscape Installation.** The Developer agrees to install all plant materials as shown on the approved Phase 1 landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die. Said landscaping shall be maintained in accordance with the approved plan unless said cemetery use ceases operation.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$x,xxx.00** is required prior to the issuance of any permits for this project.

- J) **Erosion Control.** An Erosion Control Plan shall be prepared and shall be submitted to the Public Works Director for review and approval. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.*

The development is subject to the Erosion Control Agreement (**Exhibit C**), and the Developer agrees to the terms and conditions of that Agreement.

- K) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade unless development is completed between November 15<sup>th</sup> to April 15<sup>th</sup>, then said disturbed areas shall be seeded and disk anchored mulched or sodded by May 15<sup>th</sup>.

1. All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

- L) **All Costs Responsibility of Developer.** The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.

- M) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on May 6, 2013 and April 7, 2014 (**Exhibit B**) whether or not specified in this Agreement.
- N) **Property Ownership.** Lots 1 through 5, Block 1, are in common ownership, and together the uses located on these lots comprise the campus of the Church of Saint Odilia. In the event that any of the lots are proposed for sale, the Church of Saint Odilia shall submit a Planned Unit Development (PUD) application for City review and approval prior to such sale. The PUD is necessary to insure that infrastructure and access is preserved with any property sale.
1. The cemetery is a permitted Institutional land-use as a result of its ownership by, and affiliation with, the Church of Saint Odilia. No change to this ownership is permitted without approval by the City to verify the use continues to comply with City Code.
- O) **Operating Rules.** The Church of Saint Odilia will adopt Operating Rules for the cemetery that include provisions as specified in **Exhibit B**, and agrees that prior to future revisions to those required provisions of the Operating Rules, the proposed revisions shall be submitted to the City Manager for review and approval prior to adoption by the Church of Saint Odilia. The City Manager shall review the revisions for compliance with the approved plans. Any significant changes shall require review and approval by the City Council prior to adoption by the Church of Saint Odilia.
- P) **Maintenance of Utilities.** The Developer agrees that on-site utilities are private and are the sole responsible of the Developer to maintain. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer, sanitary sewer service, water main with associated valves and hydrants, and water main service.
1. The Developer is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.
- Q) **Stormwater Management: Private Stormwater Ponds and Infrastructure.** All stormwater management infrastructure identified in the submitted plans as private shall utilize stormwater best management practices as described in the Minnesota Stormwater Manual, Volume 1.1. This infrastructure shall be designed and constructed to minimize the need for maintenance and to reduce the chance of failure.
1. The Developer shall provide, prior to issuance of any permits for the property, a Storm Water Management Plan for the maintenance of the stormwater infrastructure

within the development site. The Management Plan shall include all items required in this Agreement.

2. Maintenance

- a. All stormwater infrastructure shall be maintained according to the measures outlined in the City's Surface Water Management Plan and Storm Water Prevention Plan (SWPPP).
- b. Unless otherwise indicated in this agreement, the Developer shall be responsible for the maintenance of stormwater management facilities, including all related financial responsibilities.

3. Non-Routine Maintenance

- a. Maintenance includes those infrequent activities needed to maintain ponding and infiltration areas and/or stormwater ponding infrastructure so that these improvements continue to function in accordance with the approved plans and specifications. Examples of such activities include sediment and vegetation removal or major repairs to stormwater structures.
- b. Non-routine maintenance shall be performed on an as-needed basis based on information gathered during regular inspections.

4. If maintenance activities are not completed in a timely manner or as specified in the approved plan, then the City may hire a contractor or complete the necessary maintenance at the Developer's expense unless otherwise indicated in this agreement.

R) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

1. **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
2. **Construction Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and construction employees must be provided or provisions must be made to have construction employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or construction employee vehicles shall occur on Victoria Street, Vivian Avenue, or Harriet Avenue. No fill, excavated material or construction materials shall be stored in the public right-of-way.
3. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.

4. **Site Maintenance.** The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Vivian Avenue on an as needed basis. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets where sediment is accumulating on said streets from construction and other site traffic, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.
- S) **Administration.** The Developer shall administer the project in conformance with the laws of the State of Minnesota and the approvals granted by the City. The operating policies and procedures shall be reviewed and approved by the City prior to adoption and subsequent amendment to the required provisions included in these documents.
- T) **Default** The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an “Event of Default” in the terms and conditions contained in this Agreement:
1. The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
  2. The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.
- U) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:
1. City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
  2. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City’s rights pursuant to this section.
  3. Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.

4. Exercise any other remedies, which may be available to it, including an action for damages.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorney's fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this April 7, 2014.

**THE CHURCH OF SAINT ODILIA**

**CITY OF SHOREVIEW**

\_\_\_\_\_

\_\_\_\_\_

Sandra C. Martin, Mayor

\_\_\_\_\_

\_\_\_\_\_

Terry Schwerm, City Manager

Title

**EXHIBIT 'A'**  
**APPROVED PLANS, PRAYER GARDEN, LANDSCAPING AND PHASE ONE**

Consisting of Five (5) pages, all prepared by Sanders Wacker Bergly Inc.

1. Concept, dated April 2013
2. Site Plan Phase One
3. Grading and Drainage Plan, Erosion and Sediment Control Plan, Phase One
4. Landscape Plan Phase One
5. Grading, Drainage Plan

HARRIET AVE.

VIVIAN AVE.

CONCEPT

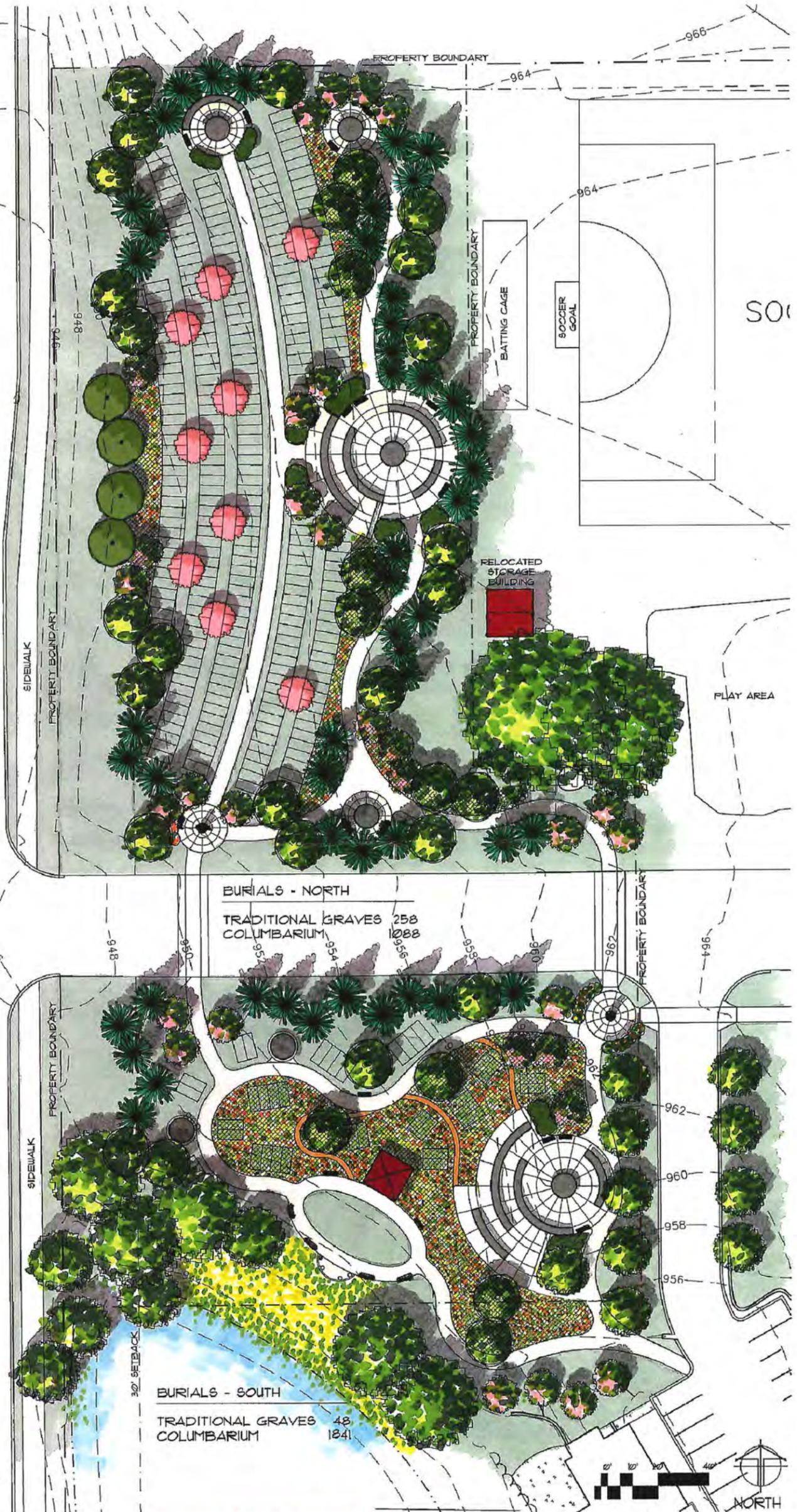


EXHIBIT A  
 PAGE 1 OF 5  
 APRIL 7, 2014

April 2013



Sanders Wacker Bergly Inc.  
 Landscape Architects and Planners  
 A Loucks Company

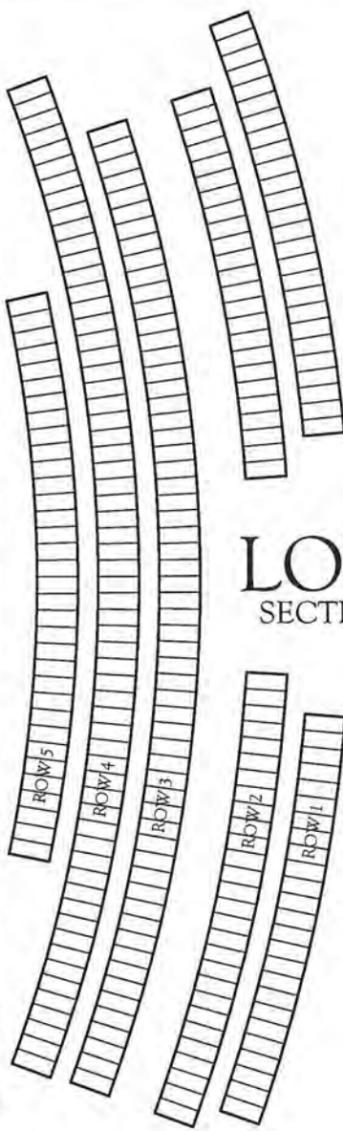
SAINT ODILIA PRAYER GARDEN / CEMETERY  
 Shoreview, Minnesota

HARRIET AVE.

VIVIAN AVE.

SIDEWALK  
PROPERTY BOUNDARY

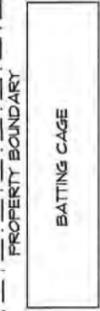
30' SETBACK



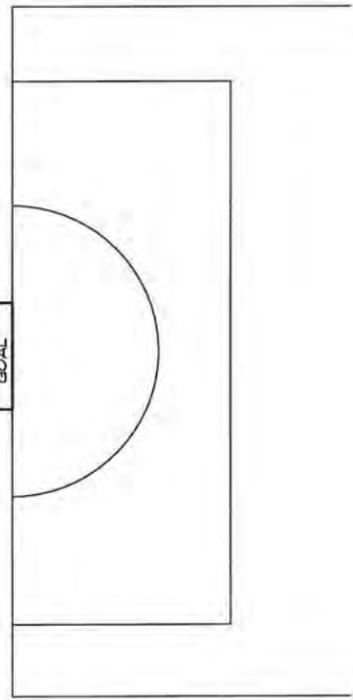
LOT 5  
SECTION 2

PROPERTY BOUNDARY  
10' SETBACK

10' SETBACK



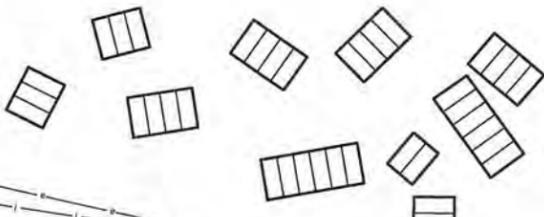
SOCCER GOAL



PLAY AREA

DRIVE

SIDEWALK  
PROPERTY BOUNDARY



LOT 5  
SECTION 1

WALK



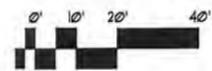
10' SETBACK

10' SETBACK

PROPERTY BOUNDARY

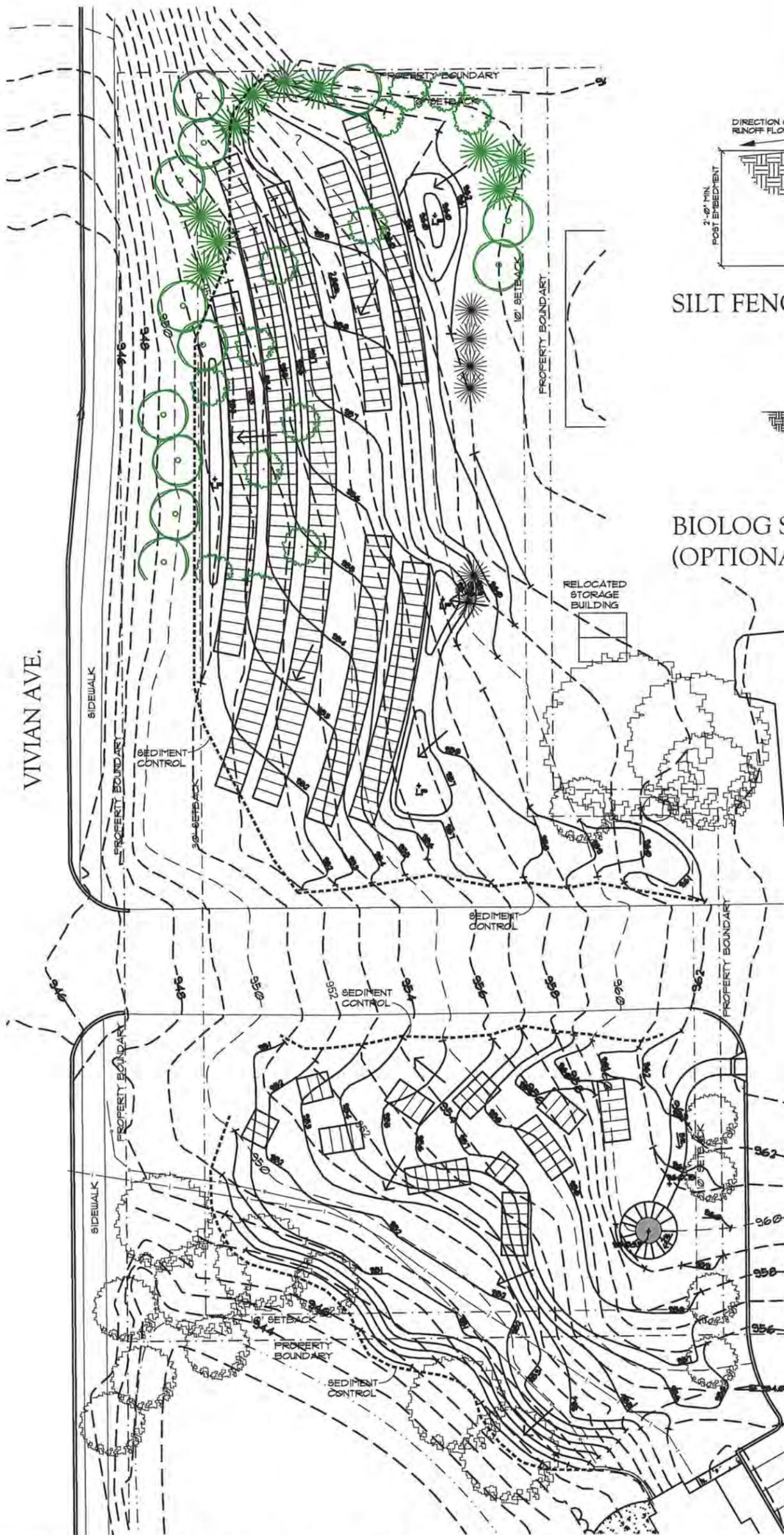
SITE PLAN  
PHASE ONE

EXHIBIT A  
PAGE 2 OF 5  
APRIL 7, 2014

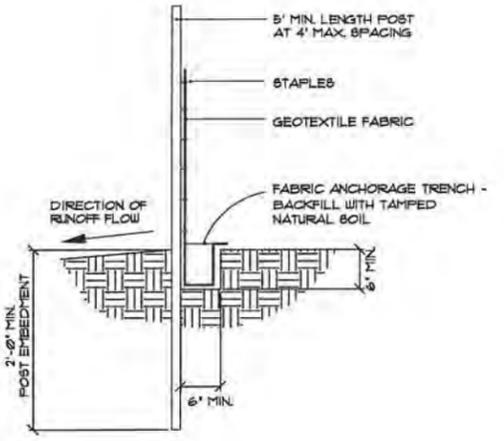


Sanders Wacker Bergly Inc.  
Landscape Architects and Planners  
A Loucks Company

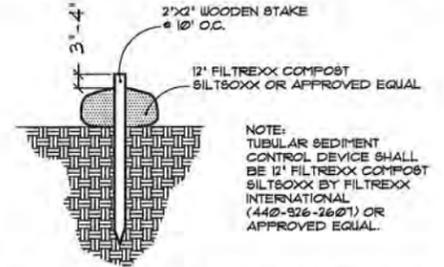
SAINT ODILIA PRAYER GARDEN / CEMETERY  
Shoreview, Minnesota



SILT FENCE SEDIMENT CONTROL



BIOLOG SEDIMENT CONTROL (OPTIONAL)



GRADING AND DRAINAGE PLAN EROSION AND SEDIMENT CONTROL PLAN PHASE ONE

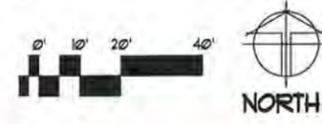
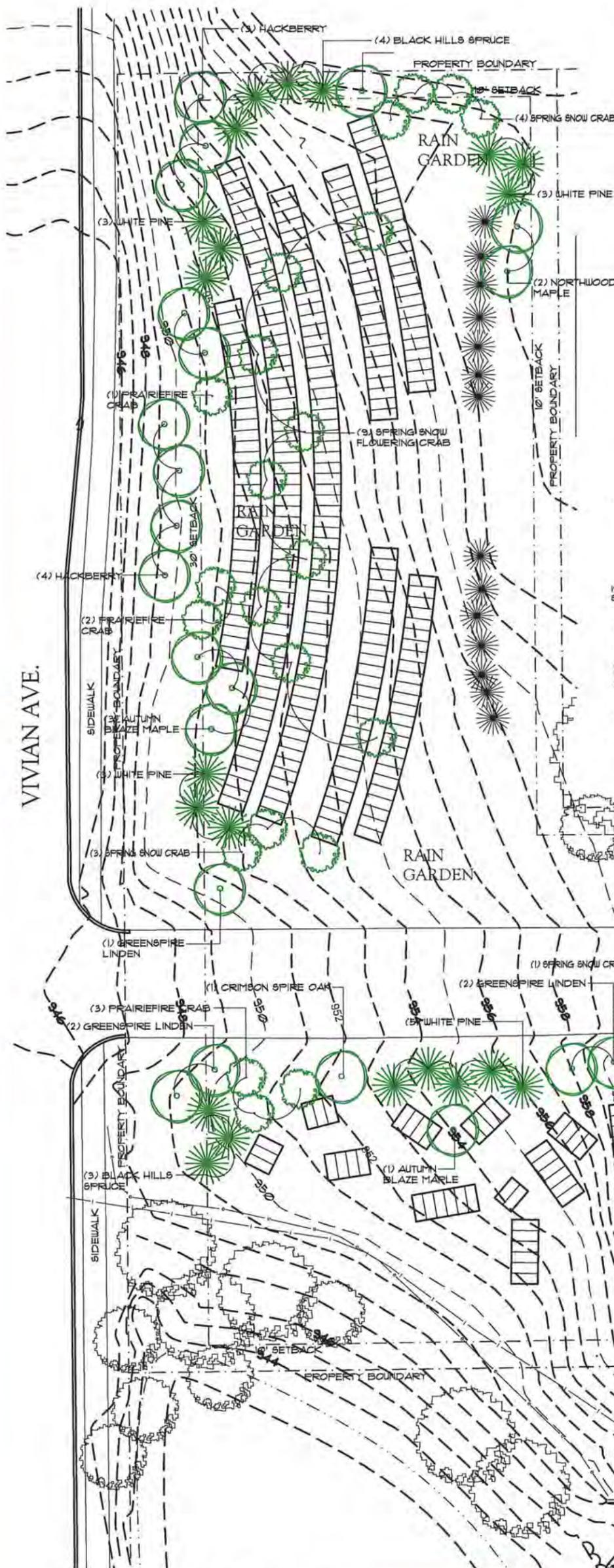


EXHIBIT A  
PAGE 3 OF 5  
APRIL 7, 2014

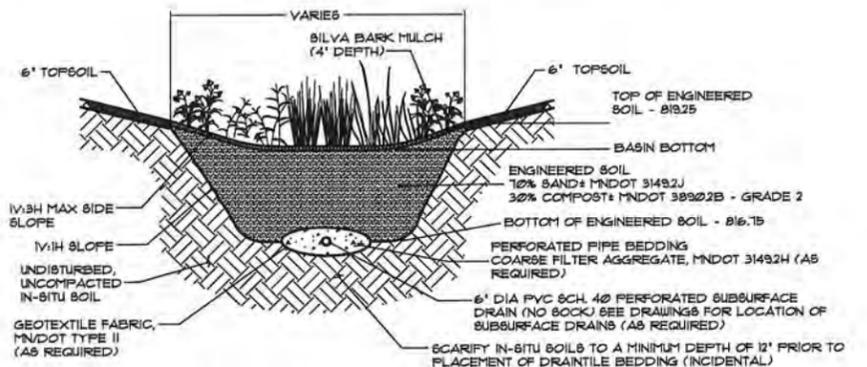


**TREE LIST - PHASE ONE**

QTY	COMMON NAME	BOTANICAL NAME	SIZE	COMMENTS
<b>DECIDUOUS TREES</b>				
4	AUTUMN BLAZE MAPLE	<i>Acer x freemanii 'Jeffersred'</i>	2" CAL. B.B.	
2	NORTHWOOD MAPLE	<i>Acer rubrum 'Northwood'</i>	2-1/2" CAL. B.B.	
1	HACKBERRY	<i>Celtis occidentalis</i>	2" CAL. B.B.	
6	PRAIRIEFIRE CRAB	<i>Malus 'Prairiefire'</i>	8' BB	
11	SPRING SNOW CRAB	<i>Malus 'Spring Snow'</i>	8' BB	
1	CRIMSON SPIRE OAK	<i>Quercus alba x Quercus robur</i>	2" CAL. B.B.	
1	BUR OAK	<i>Quercus macrocarpa</i>	2" CAL. B.B.	
4	GREENSPIRE LINDEN	<i>Tilia cordata 'Greenspire'</i>	8' B.B.	
<b>CONIFEROUS TREES</b>				
7	BLACK HILLS SPRUCE	<i>Picea glauca densata</i>	8' B.B.	
14	WHITE PINE	<i>Pinus strobus</i>	8' B.B.	

**RAIN GARDEN PLUGS (TYPICAL)**

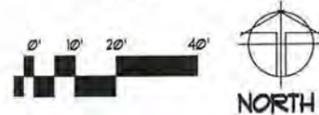
COMMON NAME	BOTANICAL NAME	COMMENTS
<b>GRASSES</b>		
LITTLE BLUESTEM	<i>Schizachyrium scoparium</i>	12" O.C.
PRAIRIE DROPSIED	<i>Sporobolus heterolepis</i>	12" O.C.
<b>FLOWERS</b>		
PURPLE CONEFLOWER	<i>Echinacea purpurea</i>	12" O.C.
BLACK-EYED SUSAN	<i>Rudbeckia subtomentosa</i>	18" O.C.
NEW ENGLAND ASTER	<i>Aster novae-angliae</i>	12" O.C.
FRAGRANT HYSSOP	<i>Agastache foeniculum</i>	18" O.C.
PRAIRIE WILD ONION	<i>Allium stellatum</i>	12" O.C.
BUTTERFLY FLOWER	<i>Asclepias tuberosa</i>	18" O.C.
PRAIRIE SMOKE	<i>Geum triflorum</i>	12" O.C.
WILD BERGAMOT	<i>Monarda fistulosa</i>	18" O.C.

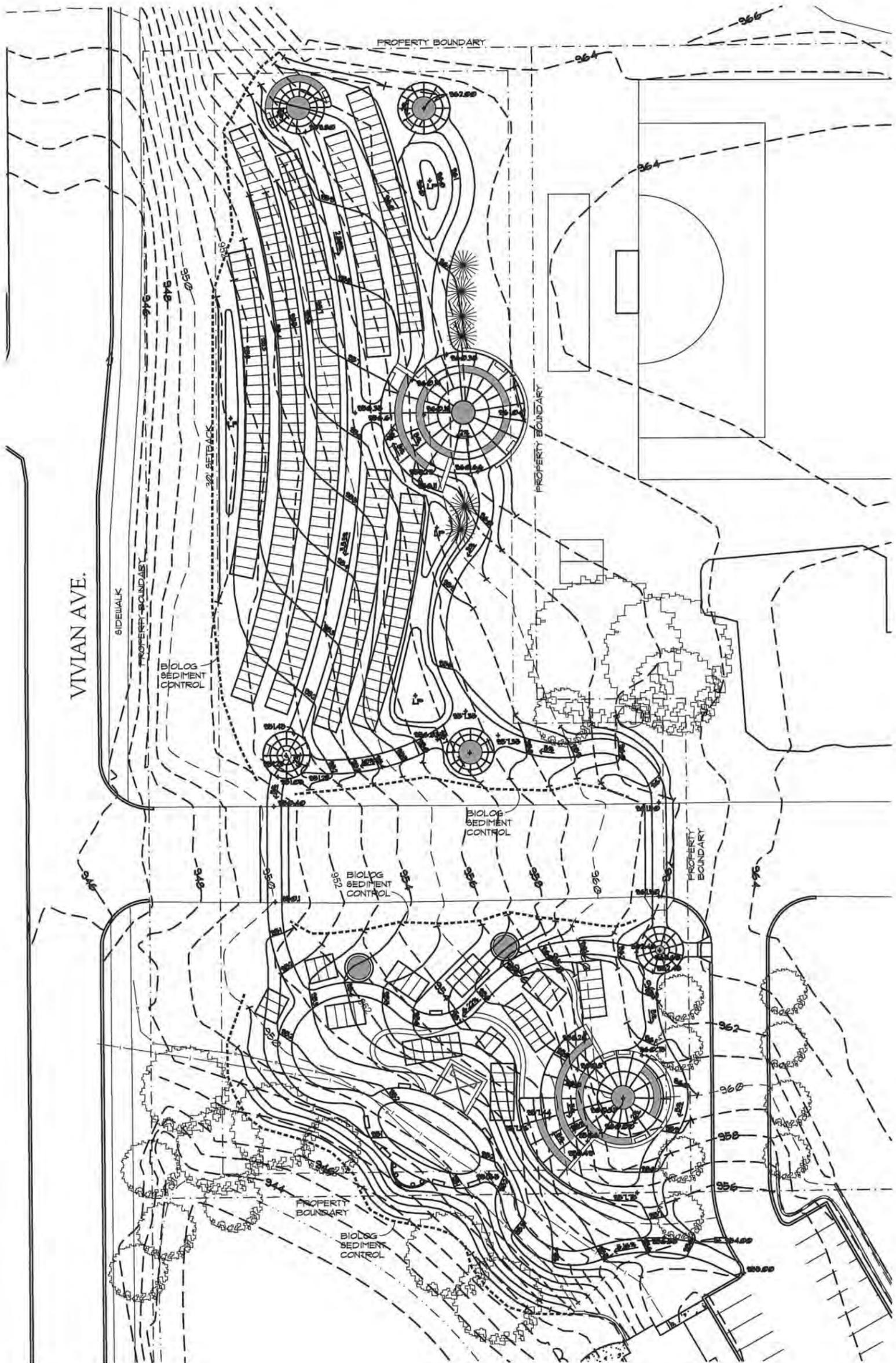


**BIORETENTION BASIN (RAIN GARDEN)  
TYPICAL CROSS-SECTION**

LANDSCAPE PLAN  
PHASE ONE

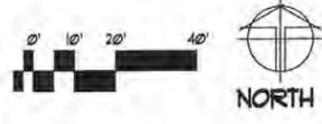
EXHIBIT A  
PAGE 4 OF 5  
APRIL 7, 2014





GRADING,  
DRAINAGE PLAN

EXHIBIT A  
PAGE 5 OF 5  
APRIL 7, 2014



March 2014

**EXHIBIT 'B'**  
**SPECIAL DEVELOPMENT TERMS**

1. Conditions of Approval, Preliminary Plat and Site and Building Plan Review, May 6, 2013.
  1. The project must be completed in accordance with the submitted site and building plans. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission and the City Council.
  2. The approval will expire after one year if the final plat has not been approved by the City Council.
  3. The cemetery shall be developed in accordance with the approved Master Plan. St. Odilia shall notify the City after completion of Phase 1. Subsequent development phases shall be administratively approved provided the phase is in conformance with the Master Plan.
  4. The cemetery shall be developed and operated in accordance with Minnesota Statutes.
  5. No crematorium or mausoleum is proposed or permitted in this development.
  6. The applicant shall develop operating rules for the cemetery that are in compliance with the Shoreview Municipal Code and other applicable laws. These rules shall include provisions that:
    - a. Require funeral processions to use Victoria St., and to prohibit parking on Vivian for any funeral services or burials.
    - b. Allow the display of grave memorials for up to one week after burial and specified holidays only.
    - c. Any ceremonial rifle salutes shall require advance notice to the Principal, Island Lake Elementary School.
    - d. Address noise generated by funeral services (music, use of speakers or microphones, etc).
    - e. Require use of flush foot stones to mark all grave sites.
    - f. Require the use of in-ground burial containers for all traditional burials.
    - g. Establish hours of operation, that specify the times funerals may be held, and when site work for burials may occur.
    - h. The operating rules shall be submitted for City review and approval prior to adoption by the cemetery association.
    - i. Require procedures to protect public safety (for example, use of plywood over any un attended open gravesite).
  7. The applicant shall obtain a grading permit prior to commencement of any work for the development of the prayer garden/cemetery/building area.
  8. Landscaping shall be maintained in accordance with the approved plans to provide a buffer from the adjoining public school use and mitigate the visual impacts of the cemetery on adjoining land uses.
  9. St. Odilia's is required to submit a Planned Unit Development application prior to a future sale of any of Lots 1 – 5, Block 1, The Catholic Community of St. Odilia.
  10. The Applicant shall enter into a Development Agreement with the City, which shall incorporate the operating rules.

2. Conditions of Approval, Vacation and Final Plat, April 7, 2014

**Vacation**

1. Resolution 14-16 approving the vacation request shall be recorded with Ramsey County prior to the City endorsing the final plat hard-shell.
2. Approval of the Final Plat of the Catholic Community of St. Odilia by the City Council.

**Final Plat**

1. The Final Plat shall include drainage and utility easements along the property lines and over public infrastructure and shall include a drainage and utility easement over the south 30-feet of the plat. Drainage and utility easements along the roadways shall be 10' wide and along the side lot lines these easements shall be 5' wide or as required by the Public Works Director.
2. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City, including the submittal of the financial sureties. Said agreements shall be executed prior to the release of the Final Plat.

### 3. EXHIBIT 'C'

#### EROSION CONTROL ESCROW AGREEMENT

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and the Church of St. Odilia, its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$6,450.00**. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined in its reasonable discretion that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.

This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$70.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

**IN WITNESS WHEREOF**, the City and the Developer have executed this agreement this 7th day of April, 2014

Developer:

**THE CHURCH OF SAINT ODILIA**

**CITY OF SHOREVIEW**

\_\_\_\_\_

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

\_\_\_\_\_  
Its

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

**PROPOSED MOTION  
CITY AND COUNTY CREDIT UNION**

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

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

To approve the Site and Building Plan Review for the City County Credit Union branch facility located at 1001 Red Fox Road, subject to the following conditions:

1. This approval permits the development of this parcel with a branch bank/credit unit facility approximately 3,386 square feet in size.
2. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to the issuance of a building permit for this project.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
4. The master development agreement for the plat and PUD for this development shall remain in effect and said terms which apply to Lot 3 shall be adhered to.
5. The items identified in the email from the Assistant City Engineer must be addressed prior to the issuance of a building permit.
6. The items identified in the memo from the Fire Marshal shall be addressed prior to the issuance of a building permit.
7. The landscape plan shall be revised to address comments from the Environmental Quality Committee related to tree protection and plant diversity (memo from the Environmental Officer dated March 25, 2014).
8. Specifications on the Emergency Generator shall be submitted prior to the issuance of a building permit. Use of the generator is for emergency purposes only. Said generator may be used only when the primary source of electricity is disrupted, except for required maintenance activity. Said Generator shall comply with the City's Noise Standards.
9. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This recommendation is based on the following findings of fact:

1. The proposed land use is consistent with the City's Comprehensive Plan.

File No. 2519-14-09  
City and County Credit Union  
City Council – April 7, 2014

2. The proposed land use and development plans are consistent with the approved PUD and the Development Code standards.
3. The use is in harmony with the general purposes and intent of the Development Code and Comprehensive Plan.

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

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

Regular City Council Meeting  
April 7, 2014

File No. 2519-14-09  
City and County Credit Union  
City Council – April 7, 2014

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

**FROM:** Kathleen Castle, City Planner

**DATE:** April 4, 2014

**SUBJECT:** File No. 2519-14-09, Site and Building Plan Review, City and County Credit Union– 1001 Red Fox Road

### **Introduction**

City and County Credit Union submitted a Site and Building Plan Review application for a proposed branch facility at 1001 Red Fox Road. The proposed development is the last phase of a previously approved master plan for a retail development. Site and Building Plan review is required to ensure that the proposal is consistent with the City's Development Regulations and approved Planned Unit Development for this site.

### **Project Description**

The development site is located on the north side of Red Fox Road, east of Lexington Avenue and south of Interstate 694 and is the third phase of the 6.6 acre planned unit development. The proposed development is on the previously platted Lot 3, which is on the eastern end of the PUD. Lot 3 is 1.12 acres in size and has frontage on the cul-de-sac terminus of Red Fox Road. The submitted development plans identify the development of this lot with a one-story 3,386 square foot building with two drive-through lanes. Site improvements include access driveways off of Red Fox Road, an off-street parking area, landscaping and site lighting. The master plan was developed with the proposed bank facility as a future use on this lot.

### **Planned Unit Development**

Several approvals were granted in 2011 by the City for the development of this site which included rezoning PUD, Plat and Comprehensive Sign Plan for the retail center and specialty market. While the property within this development is zoned PUD, the underlying zoning designation is C2, General Business. A master development agreement was executed for the PUD and required the execution of easement agreements addressing cross access, parking and driveway use and the maintenance common driveways, parking areas, stormwater infrastructure, private sewer and water lines, landscaping, etc.

Site improvements for the PUD have been completed and included site preparation, installation of private infrastructure, site grading and storm water improvements. Phase 1 and Phase 2 have been completed with a multi-tenant retail center located on Lot 2, and a specialty market on Lot 1. Phase 3 is the last phase and anticipated the development of Lot 3 with a small commercial building or bank facility.

In addition, the City initiated a street improvement project for Red Fox Road to address congestion and traffic flow issues on the roadway. These improvements included the replacement of sewer and water utilities, upgrades to the storm sewer system, and widening of the driving lanes and a center turn lane.

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

The intent of the Site and Building Plan review is to provide the City with the opportunity to review the proposed development in accordance with the development code standards and approved PUD via a public review process. The proposed use and site development is consistent with the City's past approvals. The following summarizes the proposal.

#### ***Code Deviations***

This retail area is zoned PUD, Planned Unit Development. Development via the planned unit development process for this project was used because the land uses rely on shared infrastructure and the project was phased. Flexibility from the City's development standards were needed for parking/drive setback adjacent to Interstate 694 and structure setbacks.

#### ***Building Placement***

The proposed structure on Lot 1 complies with the required structure setbacks from Red Fox Road right-of-way and the side property lines. A minimum structure setback of 50 feet is required from Interstate 694; 26.47 feet is shown. This deviation is consistent with that shown on the master plan which anticipated a 22-foot setback from the interstate right-of-way for a future structure. The location of a structure is reasonable due to an existing wetland area located in the southeast portion of the property which affects the buildable area of the property. This reduced setback will not negatively impact the interstate or be visually discernible due to the orientation of the proposed structure.

#### ***Parking Lot Design***

The parking areas are shared between the three parcels. The parking area will tie into the existing parking improvements installed for the multi-tenant retail center. Site access will rely on an existing driveway located near the Red Fox Road cul-de-sac terminus. A setback reduction to the 20-foot parking lot setback required along Interstate 694 was approved as part of the PUD for Lots 1, 2 and 3.

The proposed parking lot is designed with a 5-foot setback from the interstate right-of-way and is an extension of an existing driveway improvement located on Lot 1. This driveway is designed as an exit lane for clients using the drive-through facilities. It should be noted that a curb cut is planned along the eastern edge of the parking lot which will provide access to the field road used to maintain the existing billboard on the adjoining outlot.

The parking area is designed with 25 stalls and exceeds the minimum of 17 stalls required. In addition each drive-through lane provides stacking space for a minimum of 6 vehicles. While this development exceeds the minimum parking standards, parking is shared between the three parcels in this PUD. The approved master plan identified 23 parcels for the branch credit union. Due to the mix of uses located within this retail PUD, a reduction of parking is not being recommended.

Within the parking lot, two areas are identified for the placement of a trash enclosure and enclosure for an emergency generator. These enclosures are designed with an exterior building material, EIFS, to match the building.

### ***Architectural Design***

The building is designed as a one-story building oriented towards the southwest to enhance visibility from Red Fox Road and Interstate 694. Exterior wall finishes include exterior insulation finish system (EIFS) with an aluminum composite panel system and glass. These materials are also used in the retail center and specialty market, however, brick, stone and rock face block were also used in those projects.

### ***Grading and Drainage***

The proposed grading plan is consistent with the previous PUD approvals. A small portion of the development site will drain towards the existing drainage swale adjacent to Interstate 694. The majority of stormwater will be captured by stormwater infrastructure located within the parking lot which will route run-off to the east into the existing drainage pond constructed for this development. This pond is then designed to overflow into the Interstate 694 drainage swale.

The property is located in the Rice Creek Watershed District. The permit may be required from the District for this project.

The proposed impervious surface coverage is 49% and is less than the 80% permitted in commercial districts. This coverage is consistent with the approved PUD.

### ***Wall Signs***

The City has approved a Comprehensive Sign Plan for the PUD, which included signage on the proposed credit union building. The Comprehensive Sign Plan permitted wall signage on two building elevations, the front (west) elevation, and the north side on the drive-through canopy and limited the sign area to 140 square feet.

The orientation of the building has changed slightly to maximize views from Red Fox Road and Interstate 694 as such three signs are being proposed (see table below). With the exception of the north facing wall sign, the proposed signs comply with the sign code standards as well as the Comprehensive Sign Plan. The addition of a third wall sign and the increase in wall length can be approved administratively as an amendment to the Sign Plan.

Through this administrative process, the number of wall signs can be increased by one and the length of a wall sign can be increased by 5%. The proposed signs comply with these requirements. At this time, a free-standing sign is not being proposed and would require a formal amendment to the sign plan if one is desired in the future. Note that there is a sign panel available on the approved free standing sign located on Lot 2 for the retail center.

Building Elevation	Sign Area	Sign Length
East	<b><i>151 square feet permitted per Sign Code</i></b>	<b><i>18 feet permitted per Sign Code</i></b>
City County Credit Union	82.5 square feet	16.5 feet
Logo	25 square feet	5 feet
<i>Total</i>	<i>107.5 square feet</i>	
North	<b><i>140 square feet permitted</i></b>	<b><i>15.7 feet permitted per Sign Code</i></b>
City County Credit Union	82.5 square feet	16.5 feet*
Logo	25 square feet	5 feet
<i>Total</i>	<i>107.5 square feet</i>	
West	<b><i>140 square feet permitted</i></b>	<b><i>18 feet permitted per Sign Code</i></b>
City County Credit Union	35 square feet	14 feet
Logo	25 square feet	5 feet
<i>Total</i>	<i>70 square feet</i>	

**Public Comment and Agency Review**

The City notified property owners within 350 feet of the development. Comments from the Lake Johanna Fire Department were received and are attached. Information has been submitted to address the comments of the Fire Marshal regarding fire apparatus access through the site.

The Environmental Quality Committee reviewed the plans and provided comments pertaining parking, pedestrian crossings, stormwater management and landscape plant materials.

**Planning Commission Review**

The Planning Commission reviewed the proposal at their March 25<sup>th</sup> meeting. The Commission discussed traffic flow, parking, pedestrian crossings and stormwater management.

Due to the use of this site and shared facilities with the adjoining property, the Commission did not support a reduction in parking. While there was discussion regarding the single row of parking west of the building and pedestrians crossing drive lanes, modifications were not suggested to the parking design. While the Commission supports the use of depressed

parking lot islands and pervious pavement, these techniques were not added to the conditions of approval since stormwater management improvements are already in place for this site and these design elements were not required for the other parcels in the PUD. The Commission recommended approval to the City Council with a 5 to 0 vote.

### **Recommendation**

The submitted plans were reviewed in accordance with the approved PUD and the City's development standards and the land use policies for this site. The proposed development of this site with a credit union branch facility is consistent with the past approvals for this PUD. This last phase of the PUD utilizes existing site infrastructure, completes site development improvements needed for the proposed use and continues the approved architectural theme. Staff is recommending the City Council approve the Site and Building Plan Review, subject to the following conditions:

1. This approval permits the development of this parcel with a branch bank/credit unit facility approximately 3,386 square feet in size.
2. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to the issuance of a building permit for this project.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
4. The master development agreement for the plat and PUD for this development shall remain in effect and said terms which apply to Lot 3 shall be adhered to.
5. The items identified in the email from the Assistant City Engineer must be addressed prior to the issuance of a building permit.
6. The items identified in the memo from the Fire Marshal shall be addressed prior to the issuance of a building permit.
7. The landscape plan shall be revised to address comments from the Environmental Quality Committee related to tree protection and plant diversity (memo from the Environmental Officer dated March 25, 2014).
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9. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

#### Attachments:

1. Site Development Agreement
2. Email from Asst City Engineer
3. Memo from Environmental Officer
4. Memo from the LJFD Fire Marshal
5. Draft – March 25<sup>th</sup> Planning Commission Minutes
6. Aerial Photo
7. Submitted Statement and Plans
8. Motion

**SITE DEVELOPMENT AGREEMENT  
CITY COUNTY CREDIT UNION**

(I) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and City County Credit Union, their successors and assigns (hereinafter the “Developer”).

(II) On April 7, 2014 the City gave approval to develop certain property currently located on Red Fox Road within the City and legally described as follows (hereinafter the “Subject Property”):

*Lot 3, Block 1, CCCU Commercial Addition*

(III) Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to Lot 3, Block 1, CCCU Commercial Addition.
- B. To provide the City with a form of surety, approved by the City’s Attorney, insuring completion of any required improvements, which remain incomplete at the time of the Developer’s request for final site and building approval.
- C. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

(IV) In consideration of the City’s grant of permission allowing the Developer to develop the subject property, and in consideration of the mutual agreements contained herein, the City and the Developer agree as follows:

A) **Applicability.** This agreement is applicable to Lot 3, Block 1, CCCU Addition.

B) **DPS-Shoreview Retail Center.** This property is located within the approved PUD for the DPS-Shoreview Retail Center and contains a mix of retail uses on the 6.6 acre site. In accordance with the approved PUD plan, the property will be developed in accordance the plans approved by the City Council on October 17, 2011. Development of this site is subject to the Master Development Agreement for the Stonehenge Shoreview Retail Center, Plat and PUD executed with DPS Shoreview, LLC. This parcel is to be developed with a branch facility for the City County Credit Union.

C) **Zoning.** The property within this development is zoned PUD with the underlying zoning designations of C2, General Business. A branch bank facility is a permitted use in this district.

D) **Special Development Terms.** The project is subject to the conditions as approved by the City Council on April 7, 2014 whether or not specified in this Agreement.

- E) **Improvements.** All improvements shall be constructed in accordance with the approval of the City Council, the City's ordinances and regulations and pursuant to approved plans and specifications. The credit union branch facility, located on Lot 3, Block 1, CCCU Addition, shall have an area of approximately 3,386 square feet. All requirements attached to said project by the City's Council on April 7, 2014, as conditions of the planned unit development approval, are to be satisfied whether or not identified in this document.
- F) **Plans and Specifications.** All improvements shall be constructed in accordance with the City ordinances and regulations, and pursuant to the Plans, which have been approved and conditioned by the City Council on April 7, 2014 whether or not identified in this document. Minor changes may be permitted if approved by the Public Works Director.

The Developer agrees to provide the City with four copies of the final Plans for the proposed improvements in form and a time satisfactory to City Staff. No construction may begin until the plans and specifications have been approved, required sureties submitted, and the required pre-construction meeting held and City permits have been issued.

- G) **Landscape Installation.** Prior to issuance of a building permit, the Developer shall submit a landscape plan for approval by the City Planner. The Developer agrees to install all plant materials as shown on the approved landscape plan and to be consistent with the standards established in the Development Regulations of the City of Shoreview. All landscape materials placed, as part of this landscape plan shall be replaced with like material if they should die within twelve months of planting.

The City Planner shall estimate the cost of landscape improvements to be completed, calculating one hundred and twenty five percent (125%) of the estimated cost of the plant materials to be installed. A surety of **\$3,750.00** is required prior to the issuance of any permits for this project.

- H) **Tree Replacement and Protection.** The Developer agrees to protect and preserve trees in accordance with the tree preservation and replacement plan approved by the City Council. Tree protection measures are required to minimize the impact development activities have on trees that are to be retained on the development site as identified on the Tree Preservation and Replacement Plan.

**Protective tree fencing shall be inspected by the City Environmental Officer prior to the commencement of any grading or site development activities.** All fencing shall be installed in accordance with the approved plans. Additionally, a berm of wood chips shall be placed adjacent to the protective fence.

The developer shall submit a **cash surety in the amount of \$5,250.00** to ensure said protection measures will be installed and maintained during construction. If landmark trees

are damaged during construction, the replacement ratio is 3 trees per damaged landmark tree. **(These trees are around the existing pond located on the south portion of Lot 3 and Outlot A)**

Tree replacement shall be required as specified in the City's ordinances. If the number of trees required to be replaced cannot be planted on the development site, the Developer agrees to provide a cash contribution to the City's Forestry Fund at a rate of \$250.00 per replacement tree.

- I) **Erosion Control.** An Erosion Control Plan/Storm Water Pollution Prevention Plan (SWPPP) shall be prepared under the seal of a Registered Professional Engineer on behalf of the Developer and shall be submitted to the Public Works Director. The Developer agrees to comply with the recommendations of the Public Works Director for the subject property and shall incorporate these recommendations in to the plans and specifications. *No site grading shall occur prior to the installation of approved erosion control measures and execution of required agreements and submission of sureties.*

The development is subject to an Erosion Control Agreement, **Exhibit A**, and the Developer agrees to the terms and conditions of that Agreement.

- J) **Site Restoration.** All disturbed areas shall be restored in accordance with the best management practices identified in the NPDES permit and shall be consistent with the City's Surface Water Management Plan and Surface Water Pollution Prevention Plan. All disturbed areas shall be seeded and disk anchored mulched or sodded within 7 days of final grade. All common drainage swales shall be sodded or seeded and protected with wood fiber blanket.

- i) All slopes 4:1 or greater must be seeded and fiber blanketed immediately after final grading. After installation of the wood fiber blanket is completed the City requires inspection for proper installation. The developer shall contact the City staff to arrange the site inspection.

- K) **Other Permits.** The applicant is subject to the NPDES permitting requirements for the development, and shall demonstrate compliance before any City permits are issued for this site.

- L) **Stormwater Management.** All stormwater management infrastructure on the site is private, shall utilize stormwater best management practices, and be designed to minimize the need for maintenance and reduce the chance of failure.

- M) **Maintenance of Utilities.** The Developer agrees that on-site utilities are private as identified on the approved plans. Maintenance of the private utilities is the sole responsible of the Developer or Declarant pursuant to the Declaration of Easements, Covenants, Conditions

and Restrictions recorded at the time of plat recording. The Developer or any future property owner is responsible for locating any and all private utilities on this site. The City will not locate private utilities at anytime. The private utilities include storm sewer and infiltration basins, sanitary sewer service, looping water main with associated valves and hydrants, and water main service.

- i) The Developer or Declarant pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions recorded at the time of plat recording is responsible for all repair and maintenance of the private water system or other utility system. A portion of the private water system is not metered, and all un-metered water is the property of the City. In the event of a leak in an un-metered portion of the private water system, after two-days notice, the City has the right to shut-off the water until repairs to the private system have been completed, inspected, and approved by the City.

N) **As-Builts and Grading Certification.** An as-built survey, prepared by a surveyor licensed and registered by the State of Minnesota, shall be submitted upon completion of the permitted work. The as-built survey shall include details of:

- i) The final site grading and all improvements;
- ii) Any public or private infrastructure, including the storm sewer system, the water main system and the sanitary sewer system that was not shown on the as-builts submitted for the Planned Unit Development and Plat. Profiles are required.

The as-builts shall conform to the standards specified in **Exhibit B**. The Developer shall deposit an escrow in the amount of **\$3000.00** as surety for the as-built survey prior to the issuance of a building permit for the project. The Developer shall provide the City with as-builts of the private infrastructure, including water, sanitary sewer, storm sewer and services.

O) **Construction Management.** The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:

- i) **Definition of Construction Area.** The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director and property owner.
- ii) **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on Red Fox Road, west of the Target Service Driveway. No fill, excavated material or construction materials shall be stored in the public right-of-way.

- iii) Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 7:00 p.m. on Saturdays. No work is permitted on Sundays or holidays without the prior approval of the City.
- iv) Site Maintenance. The developer shall ensure the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City. Developer shall sweep Red Fox Road on an as needed basis, but at least once weekly. More frequent sweepings may be required, as directed by the City Engineer. The City has the right to direct the developer to sweep other streets, including Lexington Avenue, within the construction area, if necessary. The City does not sweep streets for private development projects. Developer must have a contract for sweeping and use a water-discharge broom apparatus for street sweeping.
- P) Public Recreation Use Dedication Fee. In accordance with the executed Master Development Agreement for this site, the Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment. For Lot 3, Block 1, CCCU Commercial Addition a fee of **\$12,755.00** shall be payable on or before the issuance of a building permit. This fee is based on Lot 3 occupying approximately 23.5% of the land area. ( $\$54,276.00 \times .235 = \$12,755.00$ )
- Q) All Costs Responsibility of Developer. The Developer agrees to pay for all costs incurred of whatever kind or nature in order to construct the improvements required by the City's regulations. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements, or the development of the property. The Developer agrees to hold the City harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the property or the acts of the Developer, its agents or contractors in relationship thereto.
- R) Default The occurrence of any of the following after written notice from the City and thirty (30) days to cure (or such longer period as may be reasonable) shall be considered an "Event of Default" in the terms and conditions contained in this Agreement:
  - i) The failure of the Developer to comply with any of the terms and conditions contained in this agreement;
  - ii) The failure of the Developer to comply with any applicable ordinance or statutes with respect to the development and operation of the subject property.

- S) **Remedies** Upon the occurrence of an Event of Default, the City, in addition to any other remedy, which may be available to it, shall be permitted to do the following:
- i) City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
  - ii) The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
  - iii) Obtain an order from a court of competent jurisdiction requiring the developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
  - iv) Exercise any other remedies, which may be available to it, including an action for damages.
  - v) Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally taken.

- Y) **Limitation on obligations.** Notwithstanding anything to the contrary, the City will only look to the Developer for performance of the obligations of the Developer under this Agreement as they pertain to Lot 3, Block 1. All references to "project" are deemed to mean Lot 3, Block 1.
- Z) **Estoppel.** Upon written request by either party, the other party shall certify, by written instrument information pertaining to the authenticity of the Agreement, whether Agreement is in full force and effect, disclosure of defaults by other party, and other information reasonably requested by the other party.

(V) **IN WITNESS WHEREOF**, the City and the Developer have executed this Agreement.

Approved by the City Council of Shoreview, Minnesota, this April 7, 2014.

**CITY COUNTY CREDIT UNION**

**CITY OF SHOREVIEW**

City County Credit Union  
1001 Red Fox Road  
April 7, 2014  
Page 7 of 12

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Terry Schwerm, City Manager

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Title

t:/2011pcf/2429-11-22dps/retailcentersitedevelopmentagreement.doc

**EXHIBIT 'A'**

**EROSION CONTROL ESCROW AGREEMENT  
SHOREVIEW VENTURES, INC.**

(A) THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation of the State of Minnesota (hereinafter the "City"), and Shoreview Ventures, Inc. its successors and assigns (hereinafter the "Developer").

(B) The City and the Developer have executed a Site Development Agreement that obligates the Developer to control soil erosion during the development of the subject property. To secure erosion control during the development of this site, the Developer has submitted a cash surety to the City of Shoreview in the amount of **\$3,390.00**. The Developer has submitted this financial surety to the City on the following conditions:

1. The developer shall not receive interest on the amount of the surety.
2. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Contract regarding erosion control and/or to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, until the Engineering Department has determined that erosion control has been satisfied. The surety may also be utilized for problems created off the site directly or indirectly as result of on-site conditions.
3. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 48 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.
4. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied, or the funds have been replaced by a successor in interest.
5. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.

This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

(C) The Developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of the Escrow Agreement by the Developer.

City County Credit Union  
1001 Red Fox Road  
April 7, 2014  
Page 9 of 12

**IN WITNESS WHEREOF**, the City and the Developer have executed this agreement this 7th day of April, 2014

Developer:  
**CITY COUNTY CREDIT UNION**

**CITY OF SHOREVIEW**

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Its

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Terry Schwerm, City Manager

## EXHIBIT 'B'

### Record Plan Requirements

As-built plans are required for all public and private improvements.

After the completion of Developer-installed public improvements, the City Engineer shall be provided with two blue-line sets of record drawing plans of the project for review purposes.

Upon final approval of the blue-line record drawing plans of the project, the City Engineer shall be provided with one full size set (22"x 34") of mylar copies of the approved record drawing plans of the project. All record plans shall be mylar sepia from inked and clearly legible drawings, accurately drawn to scale. Proper notes and statements as required in this manual shall be placed on the plans.

The City will also be provided with the as-built drawings on disk in the City-approved format as follows:

#### *Electronic As-Builts*

Required on compact disk or DVD.

All information must be in AutoCAD R14 version or newer in DWG format.

Approved final plat sheet and AutoCAD drawings submitted in Ramsey County coordinates.

As-built construction plan sheets and drawing files shall have descriptive layer names or a key for the layer names.

Overall development plan with all utilities (curb stops, clean outs, MHs, fees CBs, GVs, etc.) in Ramsey County coordinates.

Show Ramsey County monuments used for the survey.

After completion of construction, all manholes, catch basins, hydrants and other elements of the project shall be re-measured with an as-built field survey. The plans shall be corrected and modified to show the correct distances, elevations, dimensions, alignments, and any other change in the specific details of the plans. All changes and modifications on the record plan shall be drawn to scale to accurately represent the work as constructed. Incorrect elevations, distances, etc. shall be crossed out from the original plan sheets and corrected as necessary to complete the record plan.

At a minimum, record plans shall include:

*General*

All construction contractor names should be noted on each page.  
Record Plan stamp with date should be shown on each page.  
All utilities in Ramsey County coordinates system.  
All ties should be less than 100'.  
Grading limits and elevations.  
Bench marks used and TNH elevations.

*Grading Plan As-Builts*

Existing ground elevations at all lot corners  
Spot elevations at all house pads (hold down elevations)  
Spot elevations of pond bottom (50' maximum grid)  
Drainage and utility easement and outlot spot elevations  
Pond water elevations and date taken.  
Prior to close out, as-builts of ponding areas must be done to verify depths after house construction is complete.

*Sanitary Sewer, Water Main*

As-built elevations (invert & rims), pipe lengths, and grades for all lines  
Note describing pipe type and size for each run and for services  
Wye stationing and location from TV reports  
Elevation of riser  
Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plan.  
All curb boxes and sanitary sewer services shall be tied with at least two ties, using the following priorities:  
The building or structure being served, with address  
Fire hydrants  
Manholes, catch basins  
Neighboring structures, with the address noted  
Other permanent structures (bridges, telephone boxes, pedestals, transformers)  
Power poles, streetlights, etc.  
All gate valves shall be tied with at least two ties, using the following priorities:  
Fire hydrants  
Manholes  
Catch basins  
Neighboring structures, with the address noted

Buildings or other permanent structures (bridges, telephone boxes, pedestals, transformers)  
Power poles, streetlights, etc.  
As-built elevations of each hydrant at top nut  
Any deviations of fittings from those shown on the plan  
Note describing pipe type and size for mainline and for services  
Stationing of corporation stop on water main

#### Storm Sewer

As-built elevations (invert & rim), pipe lengths, and grades for all lines  
Note describing pipe type and size for each run.  
Cross out proposed elevations and write as-built above – DO NOT remove proposed elevations from plans.  
As-built plans on all ponding areas are required. Plans shall indicate finished contours at two-foot intervals, normal water elevation, high water elevation, and the acre-feet of storage for each ponding area, along with the final storm sewer plans. Upon completion of pond construction, ponds shall be cross-sectioned to confirm that they have been constructed to the proper volume and shape. As-built record plans shall be prepared for all ponding areas just prior to closing project out.

#### Streets

Show where fabric has been placed in the streets on the plan portion of the as-builts.  
Show locations where subgrade corrections were done on the projects as approved by a soils engineer.



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## City County Credit Union

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Tom Wesolowski <twesolowski@shoreviewmn.gov>  
To: Kathleen Castle <kcastle@shoreviewmn.gov>

Wed, Mar 19, 2014 at 11:06 AM

Kathleen,

After reviewing the plans we only have a few comments.

1. The site is adjacent to a wetland and the plans call for silt fence to be installed along the edge of the wetland. In the past when there have been projects close to wetlands/lakes we have asked the developer to install two rows of silt fence.
2. The main water service needs to be separated into a fire service and a domestic service on the outside of the building with valves on each service.
3. With the construction of the building the access to the electronic billboard will be cut-off. They will need to work out an alternate access for the sign.
4. The stormwater runoff from the site will tie into the existing stormwater collection and treatment system, which was designed to handle the runoff this site and constructed as part of the Stonehenge retail center.

Please contact me if you have any questions or comments.

Thank you, Tom  
[Quoted text hidden]

To: Kathleen Castle, City Planner

From: Jessica Schaum, Environmental Officer

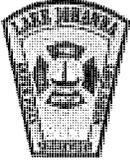
Date: March 25<sup>th</sup>, 2014

Subject: Site and Building Plan Comments from the Environmental Quality Committee - City and County Credit Union

The City of Shoreview Environmental Quality Committee has reviewed the submittal for the proposed City and County Credit Union of Shoreview on March 24<sup>th</sup>, 2014. The Committee has the following comments regarding the proposed building:

1. A consideration may include sinking the parking islands to maximize additional infiltration on site and planting with native shrubs.
2. To further reduce impervious surfaces needed, the Committee suggested fewer parking spaces (17) to maintain a larger portion of the wetland buffer intact, or have the additional spaces use some sort of pervious pavement in place of traditional asphalt.
3. There was a concern for adequate snow storage throughout the retail site with the proposed building being placed where this year's snow has been stored. Because snow removal in parking lots usually contains salt, litter, car oils, etc, the Committee recommends avoiding the storing or pushing of snow into the wetland or infiltration area constructed for proper stormwater management.
4. The Committee suggested a crosswalk or some other designated area through the parking spaces so customers could walk safely from the Credit Union building to the other businesses in the retail center.
5. The Committee would like to see proper tree protection for existing trees throughout the site and diversity in the replantings. The maple trees suggested on the landscape plan could be swapped out for other tree species since the next invasive species coming along favors maple trees (the Asian Longhorned beetle.)

If you have any questions or would like to discuss the comments please contact Jessica Schaum at (651)490-4665.



## LAKE JOHANNA FIRE DEPARTMENT

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

March 7, 2014

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

Site and Building Plan Review  
City County Credit Union  
Red Fax Road  
Shoreview, MN 55126

File No. 2519-14-09

- Verify location of F.D.C.
  - Should be on address side of building.
- Fire Hydrant within 150' of F.D.C.
- Verify location of riser room.
- Fire Department lock box is required.
- Must maintain width for fire truck access along north end of building

Sincerely,

Rick Current  
Fire Marshal  
Lake Johanna Fire Department



This application is for a proposed bank branch building. The area north of Red Fox Rod was zoned PUD in 2011, with underlying zoning as C2, General Business District. Agreements have been executed for shared site improvements. Phase 1 consisted of site improvements for development with a retail center; Phase 2 was construction of a specialty market. Phase 3 is the proposed branch bank facility.

The proposal includes construction of a credit union branch facility of one story consisting of 3,386 square feet with two drive-through lanes. The PUD included code deviations for parking, driveway and structure setbacks from I-694. Access to the site would be shared. Parking provides 25 stalls (23 are required). The north driveway access is 5 feet from I-694. The two drive-through lanes provide adequate stacking room for six vehicles. The building has a setback of 26.47 feet from I-694. This location is consistent with the master plan. There is wetland in the southeastern portion of the property.

The building is one story with an exterior of EIFS, aluminum composite panel and glass. Three wall signs are proposed, which comply with the size limits of the Comprehensive Sign Plan and Code. The PUD provides for two wall signs. The third wall sign can be approved administratively. Signage is on the east, west and north. No freestanding sign is proposed; if one were proposed, it would require an amendment to the Comprehensive Sign Plan.

Property owners within 350 feet were notified. No comments were received. The applicant is working with the Fire Marshal regarding requirements of the Lake Johanna Fire Department. The plans are consistent with the approved PUD, and staff recommends the application be forwarded to the City Council for approval with the conditions listed in the staff report.

### **Commission Discussion**

Commissioner Peterson asked if the Rice Creek Watershed would be reviewing the proposal and comments from the Environmental Quality Committee (EQC). Ms. Castle stated that the Rice Creek Watershed has issued a permit for the PUD and so will not review this individual proposal. The property owner will be subject to the conditions of the RCWD permit that has been issued. The recommendations from the EQC go beyond the scope of the permit requirements.

Commissioner Ferrington asked if there is provision for snow storage. Ms. Castle stated that snow removal is addressed in the easement agreement and there is an area south of the parking lot that may be suitable for storage.

Commissioner McCool asked if cars backing out of nearby parking spaces will conflict with the drive-through lanes. Ms. Castle stated that staff does not believe there will be a traffic flow issue. There is sufficient stacking space for the drive-through lanes.

**Mr. Tom Hour**, Architect, Newground, stated that he is present to answer questions. He indicated two locations that would be accessible for snow storage. If additional snow storage is needed, some parking spaces would be compromised, but it is anticipated that there are plenty of parking spaces. He agreed that there could be some conflict with the cars backing out of parking spaces into the lane where other cars are approaching the drive-through lanes. However, he anticipates that the main parking areas will be away from those lanes. If there is a conflict cars

will be going slow to approach the drive-through lanes. He further indicated where landscaping is planned.

Commissioner Peterson noted the recommendations by the EQC regarding infiltration improvements for drainage. He asked if a sunken island or pervious pavers were considered to reduce runoff into the wetland. **Mr. Hour** stated that they have only received those recommendations this evening.

**Mr. Chad Ayers**, Civil Engineer, MFRA Company, Plymouth, responded to Commissioner Peterson and stated that there is no direct drainage into the wetland. The drainage flows east to two large filtration basins, before flowing west and being released into the I-694 right-of-way. The site storm water is managed on Outlot A to the east of the property. This is part of the overall drainage for the PUD and approved by the Rice Creek Watershed District. As to the EQC comments, having just received them, the team will have to discuss them to see how they might be addressed.

MOTION: by Commissioner McCool, seconded by Commissioner Thompson to recommend the City Council approve the Site and Building Plan Review for the City County Credit Union branch facility located at 1001 Red Fox Road, subject to the following conditions:

1. This approval permits the development of this parcel with a branch bank/credit unit facility approximately 3,386 square feet in size.
2. Approval of the final grading, drainage, utility, and erosion control plans by the Public Works Director, prior to the issuance of a building permit for this project.
3. The applicant is required to enter into a Site Development Agreement and Erosion Control Agreement with the City. Said agreements shall be executed prior to the issuance of any permits for this project.
4. The master development agreement for the plat and PUD for this development shall remain in effect and said terms which apply to Lot 3 shall be adhered to.
5. The items identified in the email from the Assistant City Engineer must be addressed prior to the issuance of a building permit.
6. The items identified in the memo from the Fire Marshal shall be addressed prior to the issuance of a building permit.
7. Specifications on the Emergency Generator shall be submitted prior to the issuance of a building permit. Use of the generator is for emergency purposes only. Said generator may be used only when the primary source of electricity is disrupted, except for required maintenance activity. Said Generator shall comply with the City's Noise Standards.
8. The Building Official is authorized to issue a building permit for the project, upon satisfaction of the conditions above.

This recommendation is based on the following findings of fact:

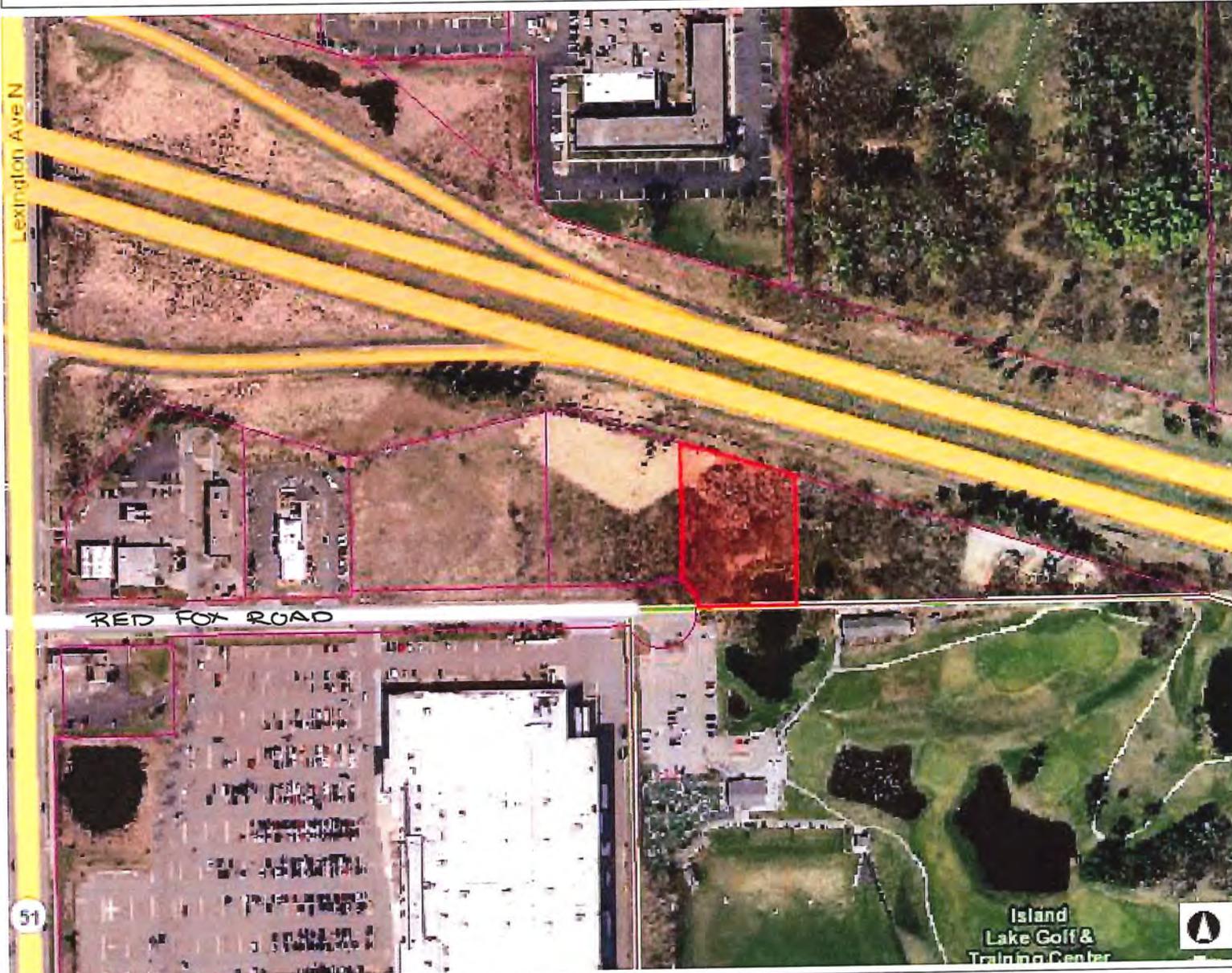
1. The proposed land use is consistent with the City's Comprehensive Plan.
2. The proposed land use and development plans are consistent with the approved PUD and the Development Code standards.



**Legend**



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



**Notes**

Site and Building Plan Review

504.5 0 252.24 504.5 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**

City & County Credit Union  
Shoreview, MN

## Project Description

The project site is located on the north side of Red Fox Road, east of Lexington Avenue and south of Interstate 694 in the Stonehenge Shoreview Retail Center. This project represents the final phase of three construction phases for the development. Currently, the development consists of retail shops, Trader Joe's, and Five Guys. The proposed branch for City & County Credit Union should complement and add variety to the retail mix for the development.

Leveraging the latest technology to better serve its members and potential members, the proposed Credit Union will be a next-generation, "branch of the future" facility. The interior of the branch has been designed to focus on the member experience, with a layout driven by enhancing relationships and embracing financial consultation. It will be a flagship facility for the Credit Union that will set precedence for future branded experiences across City & County's branch network.

The building has been positioned on the site to respect the adjacent wetlands to the east and leverage its exposure to I-694. The drive-ups, trash enclosure and generator enclosure have been strategically located to have minimal impact on adjacent properties.

# Site Development Plans for City & County Credit Union Shoreview, Minnesota

Presented by:  
City & County Credit Union

**mfra**  
engineering surveying planning environmental  
14800 28th Ave. N., Ste 140  
Plymouth, Minnesota 55447  
(763) 476-6010 telephone  
(763) 476-8532 facsimile  
www.mfra.com

Client  
**CITY & COUNTY**  
CREDIT UNION

Project  
**CITY & COUNTY**  
CREDIT UNION

Location  
**SHOREVIEW, MN**  
RED FOX ROAD  
SHOREVIEW, MN 55126

Certification  
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Chad Ayers  
Registration No. 1301 Date: 02/24/2014  
If applicable, contact us for a wet signed copy of this plan which is available upon request at MFRA, Inc., Plymouth, MN office.

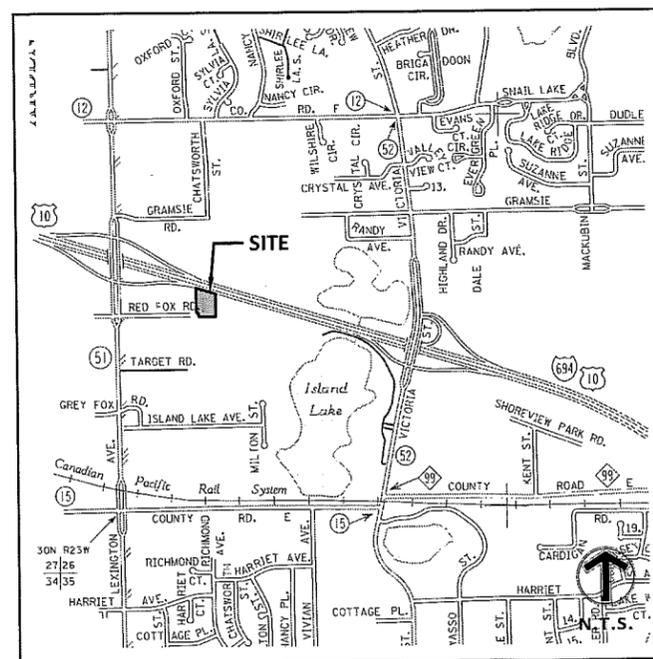
Summary  
Designed: ca Drawn: AAA  
Approved: ca Book / Page: --/  
Phase: PRELIMINARY Initial Issued: 02/24/2014

Revision History  
No. Date By Submittal / Revision

Sheet Title  
**COVER SHEET**

Sheet No. Revision  
**C1.01**

Project No. ST018275.03



VICINITY MAP  
NO SCALE

SHEET INDEX

SHEET NUMBER	SHEET TITLE DESCRIPTION
C1.01	COVER SHEET
C2.01	EXISTING CONDITIONS
C3.01	SITE PLAN
C4.01	GRADING PLAN
C5.01	EROSION CONTROL PHASE I
C5.02	EROSION CONTROL PHASE II
C5.02	EROSION CONTROL DETAILS
C6.01	UTILITY PLAN
C9.01	DETAIL SHEET
C9.02	DETAIL SHEET
L1.01	SITE LANDSCAPE PLAN
L1.02	SITE LANDSCAPE DETAILS
A.1	FLOOR PLAN
A.2	BUILDING ELEVATIONS & DETAILS
A.3	SIGNAGE PLAN
A.4	SITE LIGHTING PLAN
A.5	EXTERIOR PERSPECTIVES

CONSULTANT CONTACT LIST:

DEVELOPER/OWNER  
CITY & COUNTY CREDIT UNION  
144 11TH STREET EAST  
ST. PAUL, MN 55101  
TEL 651-225-2760  
FAX 651-779-9486  
CONTACT: MATT SCHEWE

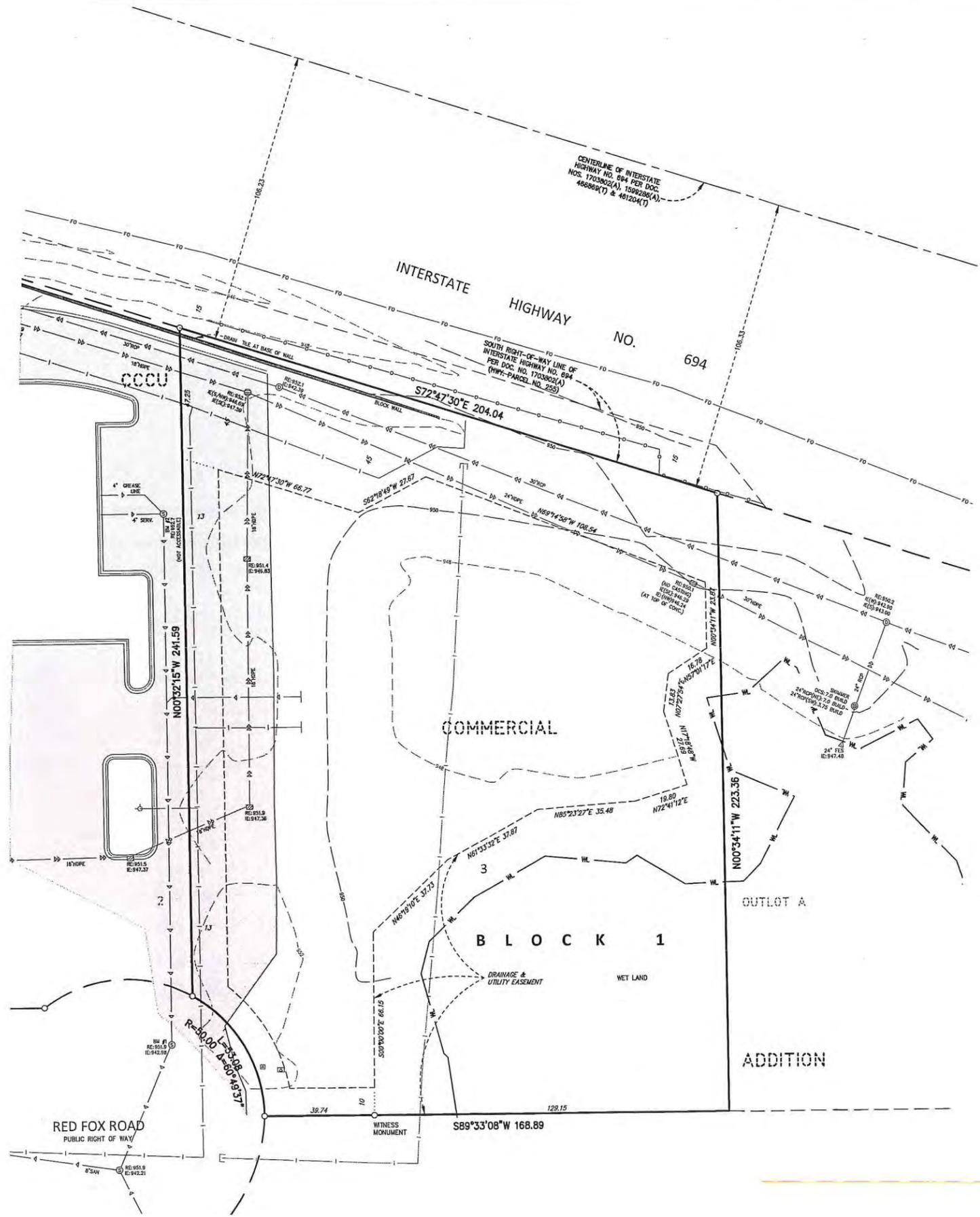
CIVIL ENGINEER  
MFRA INC.  
14800 28TH AVENUE, SUITE 140  
PLYMOUTH, MN 55447  
TEL 763-476-6010  
FAX 763-476-8532  
CONTACT: CHAD AYERS

ARCHITECT  
NEWGROUND  
15450 SOUTH OUTER FORTY DRIVE, SUITE 300  
CHESTERFIELD, MO 63017  
TEL 636-898-8100  
FAX 636-898-8111  
CONTACT: BILL BILY

SURVEYOR  
MFRA INC.  
14800 28TH AVENUE, SUITE 140  
PLYMOUTH, MN 55447  
TEL 763-476-6010  
FAX 763-476-8532  
CONTACT: MARCUS HAMPTON

GEOTECHNICAL  
COMPANY  
ADDRESS  
ADDRESS  
TEL  
FAX  
CONTACT:

LANDSCAPE ARCHITECT  
MFRA INC.  
14800 28TH AVENUE, SUITE 140  
PLYMOUTH, MN 55447  
TEL 763-476-6010  
FAX 763-476-8532  
CONTACT: JIM KALKES



LEGEND		
● FOUND MONUMENT	—○— WATERMAIN	--- EASEMENT LINE
○ SET MONUMENT	—b— SANITARY SEWER	--- SETBACK LINE
○ MARKED LS 47481	—bb— STORM SEWER	--- RESTRICTED ACCESS
⊗ ELECTRIC METER	—bb— FLARED END SECTION	--- CONCRETE CURB
⊗ LIGHT	⊗ UE — ELECTRIC TRANSFORMER	--- BUILDING LINE
⊗ AIR CONDITIONER	⊗ UT — TELEPHONE PEDESTAL	--- BUILDING CANOPY
— GUY ANCHOR	⊗ UC — GAS METER	--- BITUMINOUS SURFACE
⊗ HANDICAP STALL	—OW— OVERHEAD WIRE	--- CONCRETE SURFACE
⊗ UTILITY POLE	—o— CHAIN LINK FENCE	--- LANDSCAPE SURFACE
⊗ POST	—l— IRON FENCE	--- DECIDUOUS TREE
—L— SIGN	—x— WIRE FENCE	--- CONIFEROUS TREE
	—o— WOOD FENCE	

**DESCRIPTION**  
 Lot 3, Block 1, CCCU COMMERCIAL ADDITION, Ramsey County, Minnesota.

**BENCHMARKS**

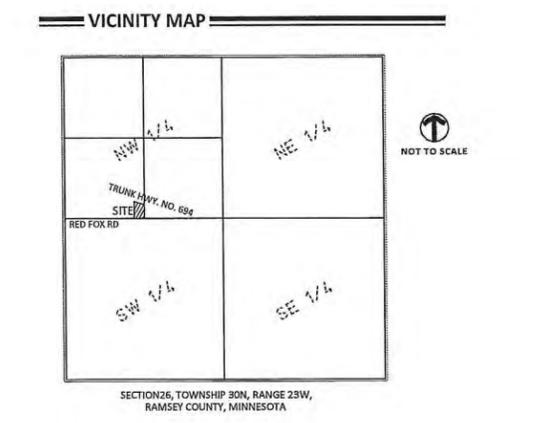
1. The vertical datum is based on NGVD29.

**BENCHMARK #1**  
 Sanitary Manhole located on Red Fox Road. Elev.=951.93 Ft.

**BENCHMARK #2**  
 Sanitary Manhole located in parking lot west of subject property. Elev.=952.75 Ft.

**SURVEY NOTES**

- The bearing system is based on the plat of CCCU COMMERCIAL ADDITION.
- Field work was completed on 7/24/2013.
- Subject property's address is unassigned, its property identification number is 263023230017.
- The gross area of the subject property is 1.117 Acres or 48,640 Square Feet.



**mfra**  
 engineering surveying planning environmental

14800 28th Ave. N, Ste 140  
 Plymouth, Minnesota 55447  
 (763) 476.6010 telephone  
 (763) 476.8532 facsimile  
 www.mfra.com

**Client**

**CITY & COUNTY**  
 CREDIT UNION

**Project**

**CITY & COUNTY**  
**CREDIT UNION**

**Location**

**SHOREVIEW, MN**  
 RED FOX ROAD  
 SHOREVIEW, MN 55126

**Certification**

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

Marcus F. Hampton  
 Registration No. 47481 Date: 2/20/2014

This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at Mfra, Inc. Plymouth, MN office.

**Summary**

Designed: JCB Drawn: JCB  
 Approved: MFH Book / Page:  
 Phase: Initial Issued: 2/20/2014

**Revision History**

No.	Date	By	Submittal / Revision

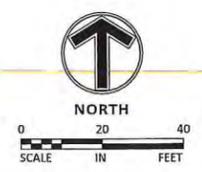
**Sheet Title**

**EXISTING**  
**CONDITIONS**

**Sheet No. Revision**

**C2.01**

**Project No.** STO18275.03



**LEGEND**

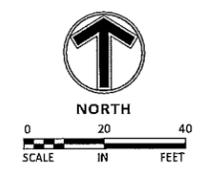
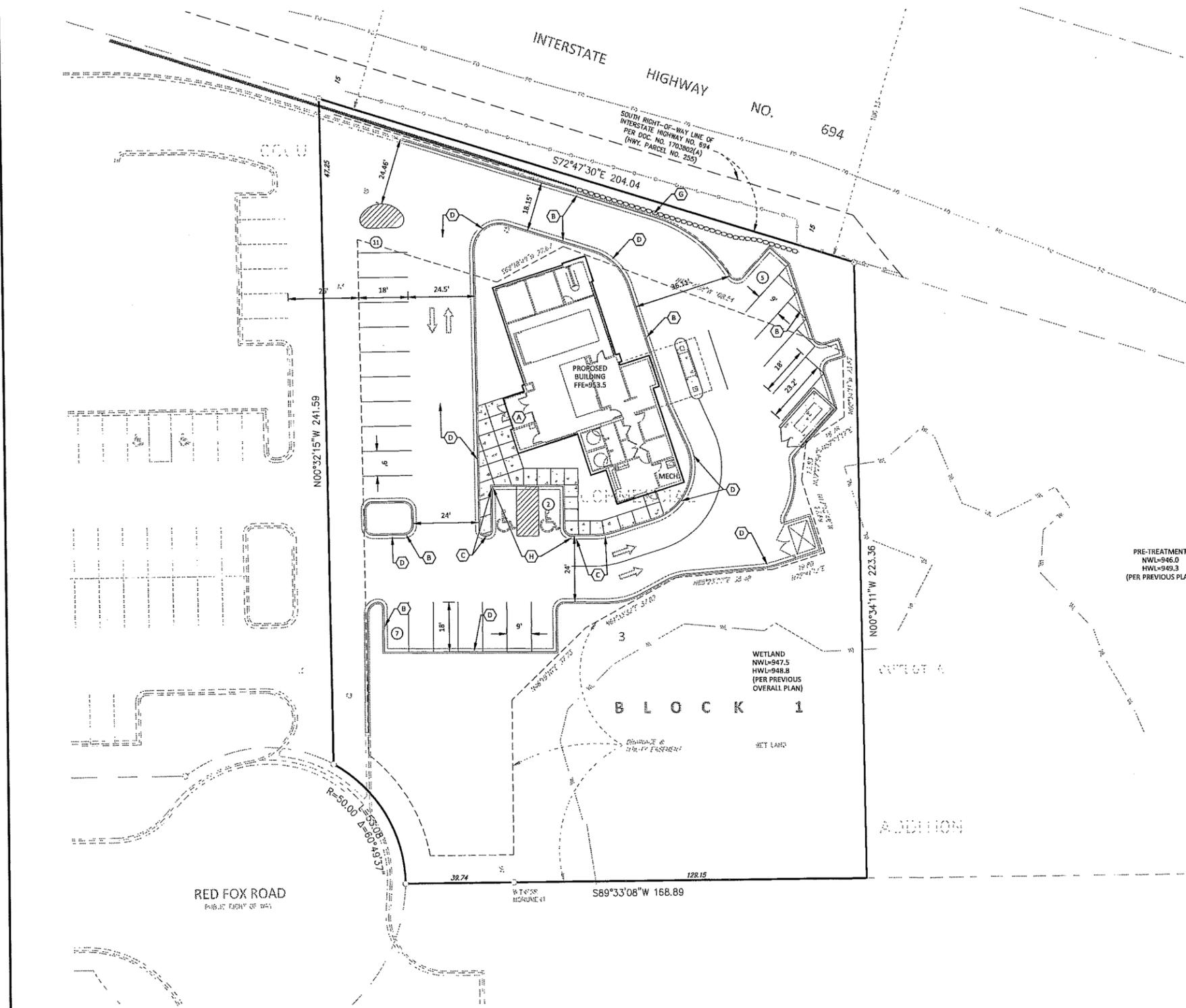
	PROPOSED	EXISTING	
PROPERTY LIMIT	---	---	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	---	---	HEAVY DUTY ASPHALT PAVING
EASEMENT	---	---	CONCRETE PAVING
BUILDING	---	---	
RETAINING WALL	---	---	
WETLAND LIMITS	---	---	
TREELINE	---	---	
SAWCUT LINE	---	---	
SIGN	---	---	
PIPE BOLLARD	---	---	
NUMBER OF PARKING STALLS PER ROW	---	---	
KEY NOTE	---	---	

**DEVELOPMENT SUMMARY**

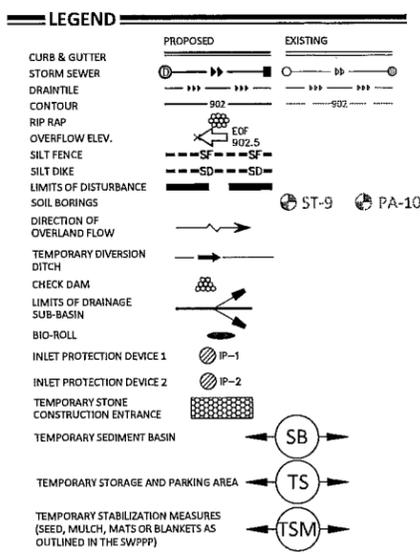
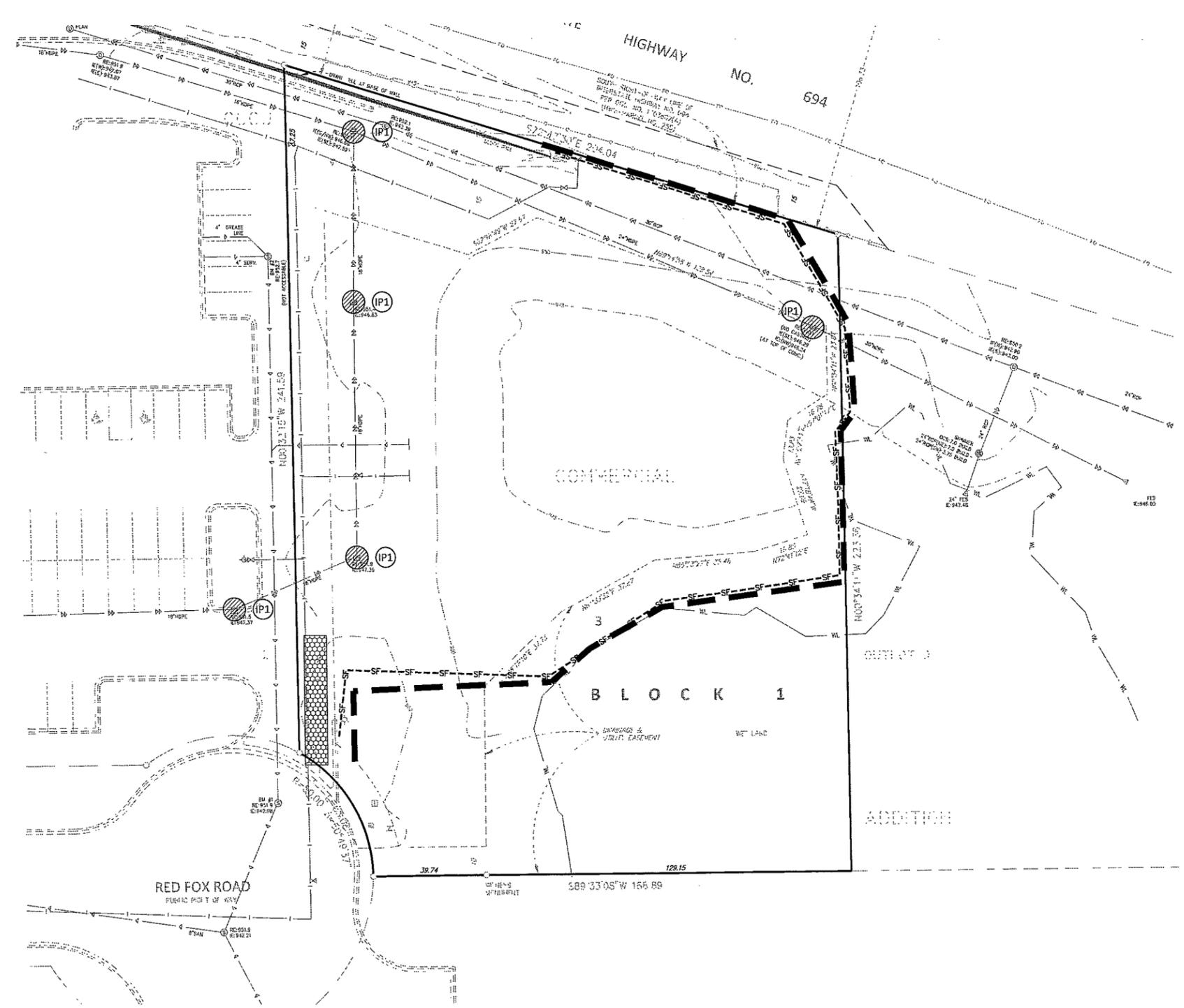
AREA		
GROSS SITE AREA	48,640 SF	1.117 AC
SETBACKS		
FRONT YARD		XX FEET
REAR YARD		XX FEET
SIDE YARD		XX FEET
ZONING		
EXISTING ZONING		UND - URBAN UNDER DEVELOPED
PROPOSED ZONING		UND - URBAN UNDER DEVELOPED

- DEVELOPMENT NOTES**
- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
  - ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED. BACK OF CURB IS SHOWN GRAPHICALLY ONLY.
  - ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
  - ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
  - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
  - SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS.
  - SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
  - REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
  - ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS ISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT.
  - "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.

- KEY NOTES**
- BUILDING, STOOPS, STAIRS SEE ARCHITECTURAL PLANS.
  - B-612 CONCRETE CURB AND GUTTER.
  - TAPER CURB.
  - TIP OUT CURB SECTION
  - CONCRETE APRON
  - FLAT CURB SECTION.
  - SEGMENTAL BLOCK RETAINING WALL
  - ACCESSIBLE RAMP.







- SEQUENCE OF CONSTRUCTION**
- PHASE I:**
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
  2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
  3. CONSTRUCT THE SILT FENCES ON THE SITE.
  4. CONSTRUCT THE SEDIMENTATION AND SEDIMENT TRAP BASINS.
  5. HALT ALL ACTIVITIES AND CONTACT THE CIVIL ENGINEERING CONSULTANT TO PERFORM INSPECTION OF BMPs. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH ENGINEER AND ALL GROUND DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.
  6. CLEAR AND GRUB THE SITE.
  7. BEGIN GRADING THE SITE.
  8. START CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
- PHASE II:**
1. TEMPORARILY SPEED DENUDED AREAS.
  2. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
  3. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
  4. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
  5. PREPARE SITE FOR PAVING.
  6. PAVE SITE.
  7. INSTALL INLET PROTECTION DEVICES.
  8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
  9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT

**NOTE TO CONTRACTOR**

THE EROSION CONTROL PLAN SHEETS ALONG WITH THE REST OF THE SWPPP MUST BE KEPT ONSITE UNTIL THE NOTICE OF TERMINATION IS FILED WITH THE MPCA, THE CONTRACTOR MUST UPDATE THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPs DESIGNED TO CORRECT PROBLEMS IDENTIFIED. AFTER FILING THE NOTICE OF TERMINATION, THE SWPPP, INCLUDING THE EROSION CONTROL PLAN SHEETS, AND ALL REVISIONS TO IT MUST BE SUBMITTED TO THE OWNER, TO BE KEPT ON FILE IN ACCORDANCE WITH THE RECORD RETENTION REQUIREMENTS DESCRIBED IN THE SWPPP NARRATIVE.

**AREA SUMMARY IN ACRES**

PAVEMENT AREA	XX.XX AC±
BUILDING AREA	XX.XX AC±
SEEDED AREA	XX.XX AC±
TOTAL DISTURBED	XX.XX AC±
PRE - CONSTRUCTION IMPERVIOUS	XX.XX AC±
POST - CONSTRUCTION IMPERVIOUS	XX.XX AC±

\* REFER TO SHEET C5.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

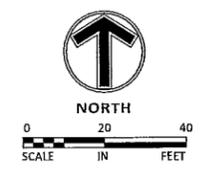
**EROSION CONTROL MATERIALS QUANTITIES**

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	422
SILT DIKE	LINEAR FEET	0
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	5
INLET PROTECTION DEVICE (IP-2)	UNIT	0

**SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE**

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
TEMPORARY CONTROL MEASURES																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE / SEDIMENT CONTROL																			
TEMPORARY CONSTRUCTION ROADS																			
FOUNDATION / BUILDING CONSTRUCTION																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			
STORM FACILITIES																			

NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE



**LEGEND**

CURB & GUTTER	PROPOSED	EXISTING
STORM SEWER		
DRAIN TILE		
CONTOUR		
RIP RAP		
OVERFLOW ELEV.		
SILT FENCE		
SILT DIKE		
LIMITS OF DISTURBANCE		
SOIL BORINGS		
DIRECTION OF OVERLAND FLOW		
TEMPORARY DIVERSION DITCH		
CHECK DAM		
LIMITS OF DRAINAGE SUB-BASIN		
BIO-ROLL		
INLET PROTECTION DEVICE 1		
INLET PROTECTION DEVICE 2		
TEMPORARY STONE CONSTRUCTION ENTRANCE		
TEMPORARY SEDIMENT BASIN		
TEMPORARY STORAGE AND PARKING AREA		
TEMPORARY STABILIZATION MEASURES (SEED, MULCH, MATS OR BLANKETS AS OUTLINED IN THE SWPPP)		

- SEQUENCE OF CONSTRUCTION**
- PHASE I:**
1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
  2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
  3. CONSTRUCT THE SILT FENCES ON THE SITE.
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- PHASE II:**
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  5. PREPARE SITE FOR PAVING.
  6. PAVE SITE.
  7. INSTALL INLET PROTECTION DEVICES.
  8. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
  9. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT.

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**AREA SUMMARY IN ACRES**

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BUILDING AREA	00.08 AC±
SEEDING AREA	00.10 AC±
TOTAL DISTURBED	00.59 AC±
PRE - CONSTRUCTION IMPERVIOUS	00.17 AC±
POST - CONSTRUCTION IMPERVIOUS	00.49 AC±

\* REFER TO SHEET C5.03 FOR GENERAL NOTES, MAINTENANCE NOTES, LOCATION MAPS, AND STANDARD DETAILS

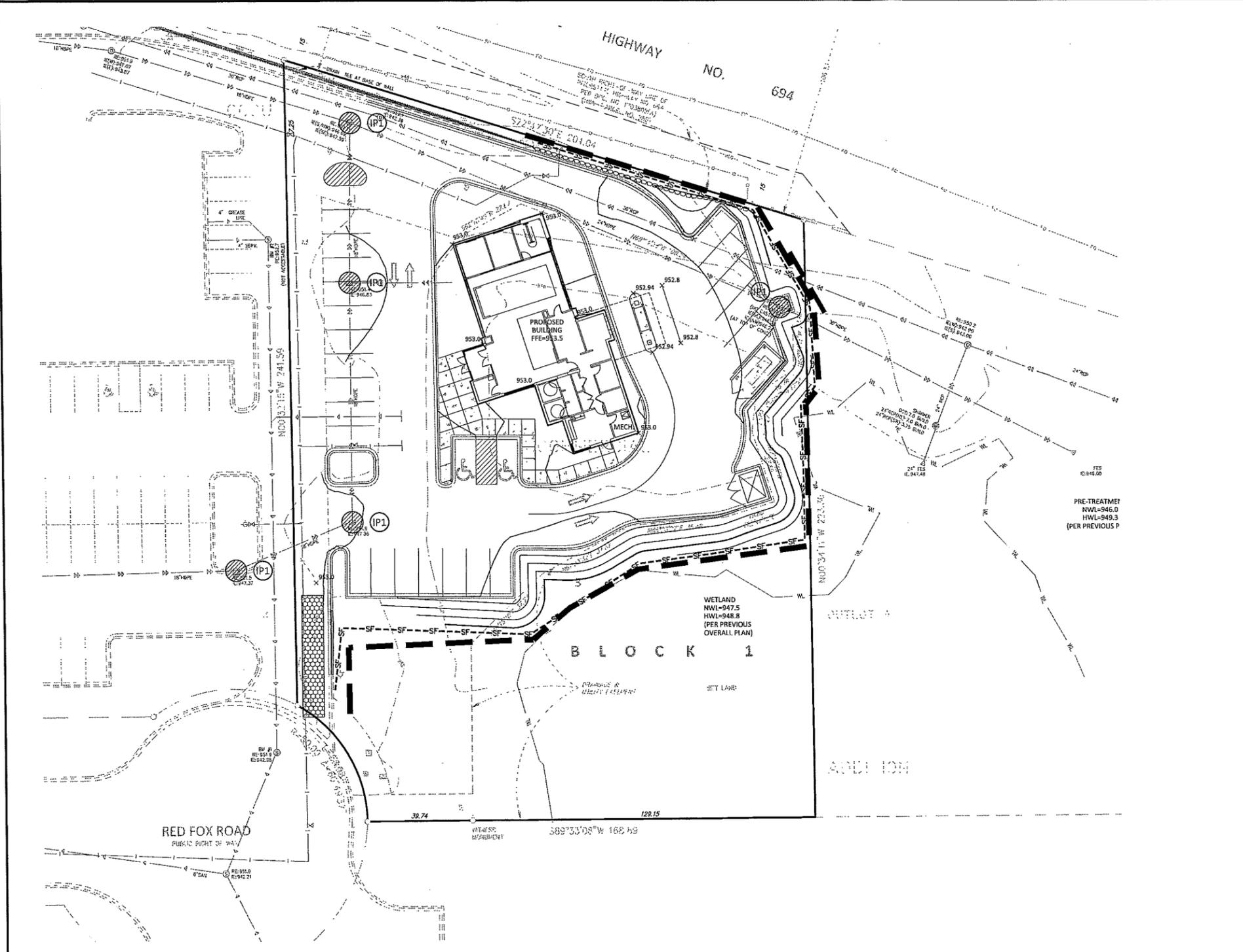
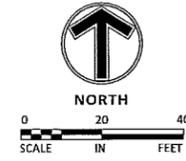
**EROSION CONTROL MATERIALS QUANTITIES**

ITEM	UNIT	QUANTITY
SILT FENCE	LINEAR FEET	422
SILT DIKE	LINEAR FEET	0
BIO-ROLL	LINEAR FEET	0
CONSTRUCTION ENTRANCE	UNIT	1
INLET PROTECTION DEVICE (IP-1)	UNIT	5
INLET PROTECTION DEVICE (IP-2)	UNIT	0

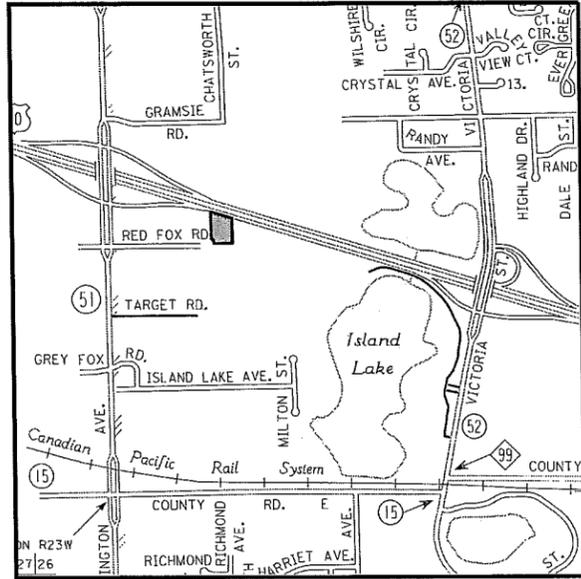
**SOIL EROSION / SEDIMENTATION CONTROL OPERATION TIME SCHEDULE**

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
TEMPORARY CONTROL MEASURES																			
STRIP & STOCKPILE TOPSOIL																			
ROUGH GRADE / SEDIMENT CONTROL																			
TEMPORARY CONSTRUCTION ROADS																			
FOUNDATION / BUILDING CONSTRUCTION																			
SITE CONSTRUCTION																			
PERMANENT CONTROL STRUCTURES																			
FINISH GRADING																			
LANDSCAPING / SEED / FINAL STABILIZATION																			
STORM FACILITIES																			

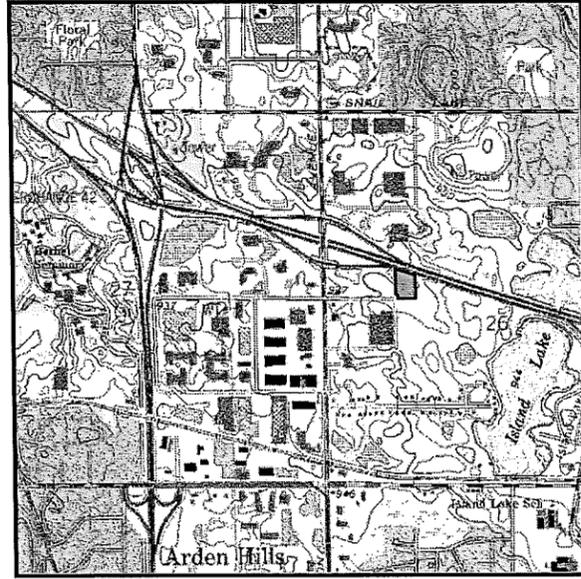
NOTE: CONTRACTOR OR GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE



**EROSION & SEDIMENTATION CONTROL NOTES & DETAILS / "SITE MAP"**



**SITE LOCATION MAP**  
NOT TO SCALE



**USGS MAP**  
NOT TO SCALE

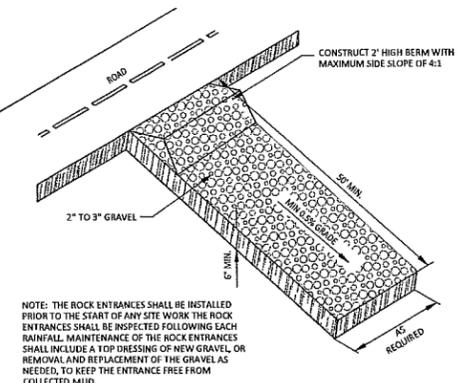
DEVELOPER/OWNER: CITY & COUNTY CREDIT UNION 144 11TH STREET EAST ST. PAUL, MN 55101-2380 651-225-2700
SITE OPERATOR / GENERAL CONTRACTOR
SUPERINTENDENT:

**GENERAL EROSION NOTES:**

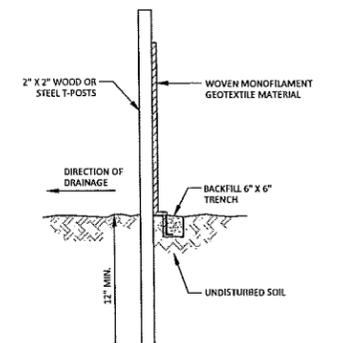
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES AND BE RECONSTRUCTED TO SAME. WHERE A CONFLICT EXISTS BETWEEN LOCAL JURISDICTIONAL STANDARD SPECIFICATIONS AND MPCA STANDARD SPECIFICATIONS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL X. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CONTACT ALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE LOCATIONS OF SMALL UTILITIES SHALL BE OBTAINED BY THE CONTRACTOR BY CALLING MINNESOTA GOPHER STATE ONE CALL AT 800-252-1166 OR 651-454-0002.
- THE DESIGN SHOWN IS BASED UPON THE ENGINEER'S UNDERSTANDING OF THE EXISTING CONDITIONS. THE EXISTING CONDITIONS SHOWN ON THIS PLAN ARE BASED UPON AN ALTA OR TOPOGRAPHIC SURVEY PREPARED BY \_\_\_\_\_ DATED XX-XX-XXXX. IF CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS WITHOUT EXCEPTION, THEY SHALL HAVE MADE, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR AND SUBMIT IT TO THE OWNER FOR REVIEW. SEE A ATTACHED SURVEY SHEETS.
- THE GENERAL CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. THE CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES OCCURRING TO THE ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
- THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THIS DRAWING (EROSION & SEDIMENTATION CONTROL PLAN-ESC PLAN), THE STANDARD DETAILS, THE PLAN NARRATIVE, AND ITS APPENDICES, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING & SUBMITTING THE APPLICATION FOR THE MPCA GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE STATE OF MINNESOTA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS. THE SWPPP AND ALL OTHER RELATED DOCUMENTS MUST BE KEPT AT THE SITE DURING CONSTRUCTION.
- CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED BY THE SWPPP & PERMITS. THE CONTRACTOR SHALL OVERSEE THE INSPECTION & MAINTENANCE OF THE BMP'S AND EROSION PREVENTION FROM BEGINNING OF CONSTRUCTION AND UNTIL CONSTRUCTION IS COMPLETED, IS APPROVED BY ALL AUTHORITIES, THE NOTICE OF TERMINATION (NOTS) HAS BEEN FILED WITH THE MPCA BY EITHER THE OWNER OR OPERATOR OR APPROVED ON PERMIT. ADDITIONAL BMP'S SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL COMPLY WITH TRAINING REQUIREMENTS IN PART III.A.2 OF THE GENERAL PERMIT.
- BMP'S AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- ESC PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT. THE BOUNDARIES OF THE CLEARING LIMITS SHOWN ON THE ESC PLANS SHALL BE CLEARLY DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS. GROUND DISTURBING ACTIVITIES MUST NOT OCCUR OUTSIDE THE LIMITS OF DISTURBANCE.
- GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) MUST BE LIMITED TO A DEFINED AREA OF THE SITE AND SHALL BE CONTAINED AND PROPERLY TREATED OR DISPOSED. NO ENGINE DEGREASING IS ALLOWED ON SITE.
- ALL LIQUID AND SOLID WASTES GENERATED BY CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER. A COMPACTED CLAY LINER THAT DOES NOT ALLOW WASHOUT LIQUIDS TO ENTER GROUND WATER IS CONSIDERED AN IMPERMEABLE LINER. THE LIQUID AND SOLID WASTES MUST NOT CONTACT THE GROUND, AND THERE MUST NOT BE RUNOFF FROM THE CONCRETE WASHOUT OPERATIONS OR AREAS. LIQUID AND SOLID WASTES MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS. A SIGN MUST BE INSTALLED ADJACENT TO EACH WASHOUT FACILITY TO INFORM CONCRETE EQUIPMENT OPERATORS TO UTILIZE THE PROPER FACILITIES.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- SOLID WASTE: COLLECTED SEDIMENT, ASPHALT & CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION & DEMOLITION DEBRIS & OTHER WASTES MUST BE DISPOSED OF PROPERLY & MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.
- HAZARDOUS MATERIALS: OIL, GASOLINE, PAINT & ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE & DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.
- ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THIS PLAN, AND IN THE SWPPP, SHALL BE INITIATED AS SOON AS PRACTICABLE AND PRIOR TO SOIL DISTURBING ACTIVITIES UPLOPE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED SHALL BE TEMPORARILY SEEDDED, WITHIN 14 DAYS OF INACTIVITY. SEEDING SHALL BE IN ACCORDANCE WITH MN/DOT SEED MIXTURE NUMBER 100 OR 110 DEPENDING ON THE SEASON OF PLANTING (SEE MN/DOT SPECIFICATION SECTION 2575.3) SEEDING METHOD AND APPLICATION RATE SHALL CONFORM TO MN/DOT SPECIFICATION SECTION 2575.3. TEMPORARY MULCH SHALL BE APPLIED IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3F1 AND 2575.3G. ALTERNATIVELY, HYDRAULIC SOIL STABILIZER IN ACCORDANCE WITH MN/DOT SPECIFICATION SECTION 2575.3H MAY BE USED IN PLACE OF TEMPORARY MULCH.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED IN ACCORDANCE WITH THE TIME TABLE DESCRIBED ABOVE. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN FOR VEGETATIVE COVER.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM CONVEYANCES & FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES, OR DRAINAGEWAYS DISCHARGING OFF-SITE OR TO SURFACE WATERS. THE CLEANOUT OF PERMANENT BASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.
- ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BMP'S. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
- TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS & CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB & GUTTER SYSTEMS OR CONDUITS & DITCHES.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, CHECK DAMS, INLET PROTECTION DEVICES, ETC.) TO PREVENT EROSION.
- ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

**MAINTENANCE NOTES:**

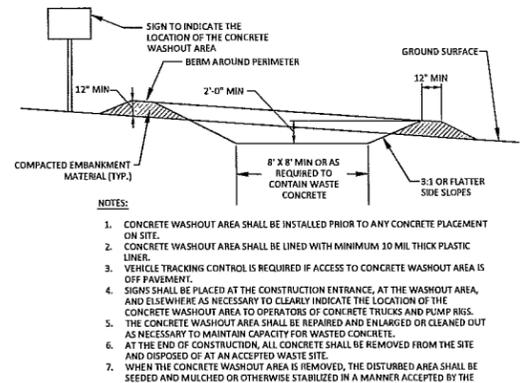
- ALL MEASURES SPECIFIED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. THE DESIGNATED CONTACT PERSON NOTED ON THIS PLAN MUST REGULARLY INSPECT THE CONSTRUCTION ON SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
- ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/3 OF THE HEIGHT OF THE FENCE. THESE REPAIRS MUST BE MADE WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
  - TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME. DRAINAGE AND REMOVAL MUST BE COMPLETED WITHIN 72 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS (SEE PART IV.D. OF THE GENERAL PERMIT).
  - SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION. THE CONTRACTOR MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGEWAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS, AND RESTORE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. THE REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. THE CONTRACTOR SHALL USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.
  - CONSTRUCTION SITE VEHICLE EXIT LOCATIONS MUST BE INSPECTED FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING ONTO PAVED SURFACES. TRACKED SEDIMENT MUST BE REMOVED FROM ALL OFF-SITE PAVED SURFACES, WITHIN 24 HOURS OF DISCOVERY, OR IF APPLICABLE, WITHIN A SHORTER TIME TO COMPLY WITH PART IV.C.6 OF THE GENERAL PERMIT.
  - THE CONTRACTOR IS RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMP'S, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE. THE PERMITEE(S) ARE RESPONSIBLE UNTIL ANOTHER PERMITEE HAS ASSUMED CONTROL ACCORDING TO PART IV.B.5 OVER ALL AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED OR THE SITE HAS UNDERGONE FINAL STABILIZATION, AND A NOT HAS BEEN SUBMITTED TO THE MPCA.
  - IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFF-SITE ACCUMULATIONS OF SEDIMENT MUST BE REMOVED IN A MANNER AND AT A FREQUENCY SUFFICIENT TO MINIMIZE OFF-SITE IMPACTS (E.G., FUGITIVE SEDIMENT IN STREETS COULD BE WASHED INTO STORM SEWERS BY THE NEXT RAIN AND/OR POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS).
  - ALL INFILTRATION AREAS MUST BE INSPECTED TO ENSURE THAT NO SEDIMENT FROM ONGOING CONSTRUCTION ACTIVITIES IS REACHING THE INFILTRATION AREA AND THESE AREAS ARE PROTECTED FROM COMPACTION DUE TO CONSTRUCTION EQUIPMENT DRIVING ACROSS THE INFILTRATION AREA.



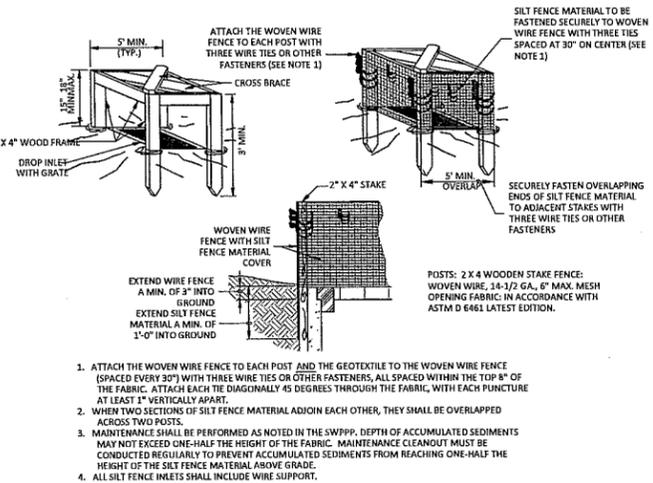
**ROCK ENTRANCE DRIVE**  
NOT TO SCALE



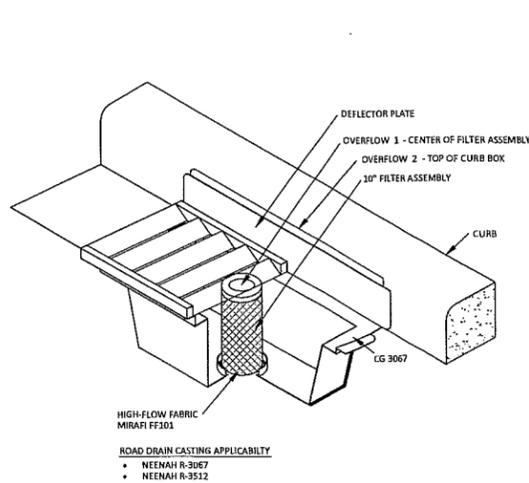
**SILT FENCE DETAIL**  
NOT TO SCALE



**CONCRETE WASHOUT AREA**  
NOT TO SCALE



**SILT FENCE INLET PROTECTION (IP-1)**  
NOT TO SCALE



**ROAD DRAIN INLET PROTECTION (IP-2)**  
NOT TO SCALE

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**Client**

**CITY & COUNTY CREDIT UNION**

**Project**

**CITY & COUNTY CREDIT UNION**

**Location**

**SHOREVIEW, MN**  
RED FOX ROAD  
SHOREVIEW, MN 55126

**Certification**

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

**PRELIMINARY**

Chad Ayers  
Registration No. 021 Date: 02/24/2014  
If applicable, contact us for a wet signed copy of this plan which is available upon request at MPCA, Inc., Plymouth, MN office.

**Summary**

Designed: CA Drawn: AAA  
Approved: CA Book / Page: --  
Phase: PRELIMINARY Initial issued: 02/24/2014

**Revision History**

No. Date By Submittal / Revision

**Sheet Title**

**EROSION CONTROL DETAILS**

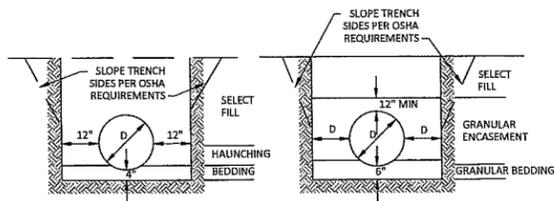
**Sheet No. Revision**

**C5.03**

**Project No. STO18275.03**







**REINFORCED CONCRETE PIPE OR DIP**

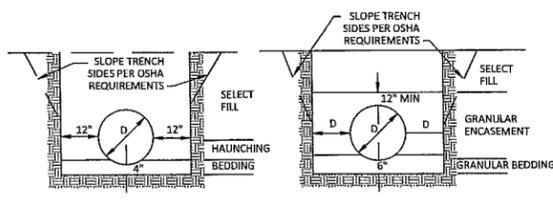
1. BEDDING AND HAUNCHING MATERIAL SHALL BE ASTM D2321-CL1, II, III, OR IV A SOILS, AND SHALL BE SHAPED TO THE BOTTOM OF THE PIPE. COMPACT BEDDING MATERIAL TO 95% STANDARD PROCTOR.
2. SELECT FILL SHALL BE SELECT MATERIAL FREE OF LARGE ROCKS (3"+) AND SHALL BE PLACED IN 6" MAX. LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.

**FLEXIBLE PIPE: INCLUDES CORRUGATED METAL PIPE, CORRUGATED POLYETHYLENE PIPE AND/OR POLYVINYL CHLORIDE PIPE**

1. GRANULAR BEDDING AND ENCASEMENT MATERIAL SHALL BE CLASS I OR II (REF. ASTM D2321 OR MN/DOT 3149.2F) GRANULAR MATERIAL, AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR.
2. SELECT FILL PLACEMENT AND COMPACTION. SAME AS FOR RCP.

NOTE:  
FOR HDPE INSTALLED BELOW EXISTING OR FUTURE GROUND WATER ELEVATIONS, PIPE BEDDING AND ENCASEMENT SHALL BE CLASS I, CRUSHED ROCK PER ASTM D2321.

**08 SANITARY SEWER BEDDING**  
N.T.S.



**REINFORCED CONCRETE PIPE OR DIP**

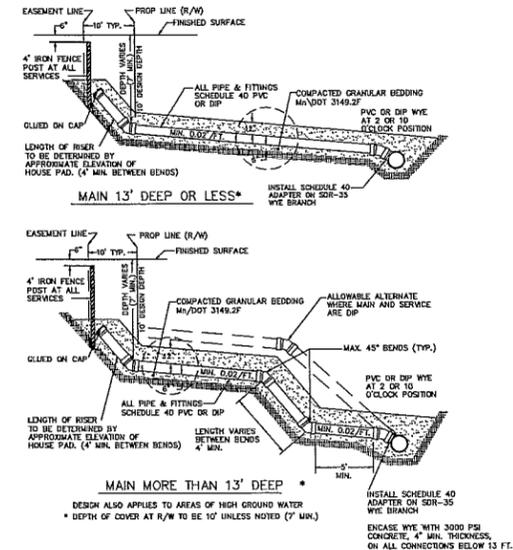
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**09 WATERMAIN BEDDING**  
N.T.S.



**CITY OF SHOREVIEW**  
ENGINEERING DEPARTMENT

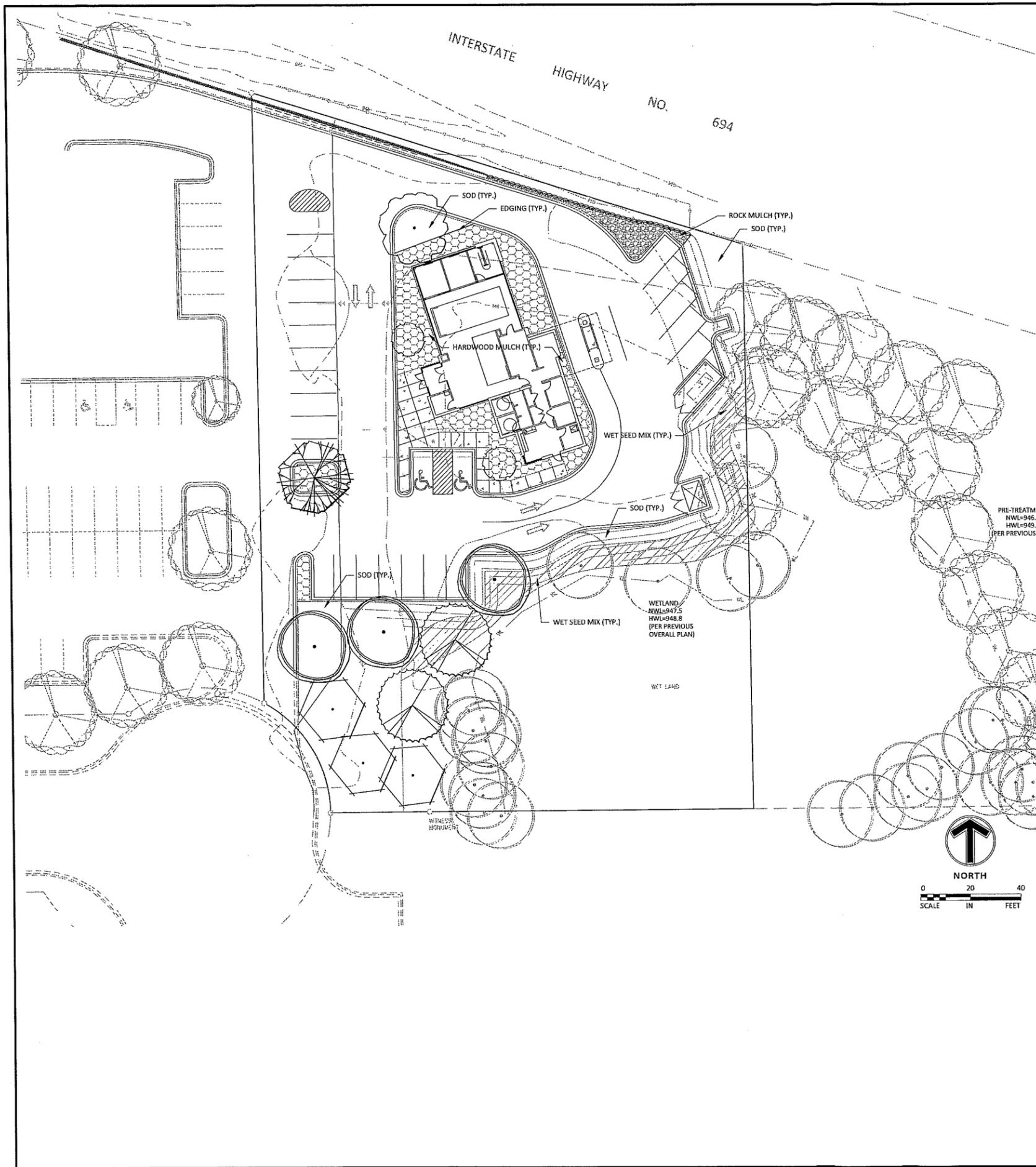
**SANITARY SEWER SERVICE**  
TYPICAL INSTALLATION

FEBRUARY 2005

**10 SANITARY SEWER SERVICE**  
N.T.S.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE PROVISIONS OF ASCE 91.20-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND REPORTING OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (800) 368-5848 (FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCURRED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE IS ACTIVE. NO ACTIVE DRAIN TILE SHALL BE DISREGARDED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.



LANDSCAPE LEGEND										
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	INSTALL HEIGHT	MATURE HEIGHT			
DECIDUOUS TREES										
WO	Quercus bicolor	SWAMP WHITE OAK	2.5"	BB	3	15'	50'	STRAIT LEADER NO. "Y" CROTCH		
HL	Gleditsia triacanthos var. inermis 'Shademaster'	SHADEMASTER HONEYLOCUST	2.5"	BB	1	30'	50'			
BL	Tilia americana 'Boulevard'	BOULEVARD LINDEN	2.5"	BB	1	15'	60'			
HB	Celtis occidentalis	HACKBERRY	2.5"	BB	-	15'	50'			
SM	Acer saccharum	SUGAR MAPLE	2.5"	BB	3	14'	50'			
RM	Acer rubrum 'Nothwoods'	NORTHWOODS MAPLE	2.5"	BB	2	14'	50'			
ORNAMENTAL TREES										
RB	Betula nigra	RIVER BIRCH	1.5"	BB	-	8'	25'	CLUMP FORM		
SB	Amelanchier x grandiflora 'Autumn Brilliance'	AUTUMN BRILLIANCE SERVICEBERRY	1.5"	BB	-	8'	20'	STRAIT LEADER NO. "Y" CROTCH		
SS	Malus x 'Spring Snow'	SPRING SNOW CRABAPPLE	1.5"	BB	-	8'	25'			
TL	Syringa Reticulata	JAPANESE TREE LILAC	1.5"	BB	2	8'	20'	FULL FORM TO GRADE		
EVERGREEN TREES										
BH	Picea glauca var. Densata	BLACK HILLS SPRUCE	6'	BB	-	6'	40'			
CB	Picea pungens	COLORADO BLUE SPRUCE	6'	BB	-	6'	55'			
SP	Pinus sylvestris	SCOTCH PINE	6'	BB	-	6'	50'			
NS	Picea abies	NORWAY SPRUCE	6'	BB	-	6'	60'			
CH	Tsuga canadensis	CANADIAN HEMLOCK	6'	BB	-	6'	40'			

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.

SEED MIX LEGEND (FOR ALL SHEETS)		
SYM.	TYPE	SEED MIX
[Symbol]	NATIVE WET PRAIRIE	MN SEED MIX 34-262 (OLD BUNKER V3) WITH "NO MOW FESCUE"
[Symbol]	WETLAND FRINGE	MN SEED MIX 35-621 (OLD BUNKER V6) WITH "NO MOW FESCUE"
[Symbol]	COMMERCIAL TURF - SOD	HIGHLAND SOD
[Symbol]	COMMERCIAL TURF - SEED	MN SEED MIX 25-131 (OLD MNDOT 260) W/ "NO MOW FESCUE MIX"
[Symbol]	HARDWOOD MULCH SHREDED HARDWOOD MULCH	(NATURAL COLOR)
[Symbol]	1/2" CRUSHED GRANITE	CRUSHED QUARRY GRANITE
[Symbol]	MNDOT 260 ALL AREAS DISTURBED BY CONSTRUCTION NOT INTENDED SODDED, OR RETENTION BASINS	MNDOT 260 & W/ "NO MOW FESCUE MIX (USE EROSION CONTROL BLANKET FOR SLOPES OVER 3:1)

\*\* NO MOW SEED FORMULA FROM SPECIALTY TURF & AG INC. FREEDOM MIX, AT 200LB/ACRE OR APPROVED EQUAL. - WWW.SPECIALTYTURFAG.COM - 188-685-4521

EXISTING TREES TO REMAIN	
[Symbol]	EXISTING TREES ONSITE TO REMAIN
[Symbol]	PROPOSED DECIDUOUS TREES INSTALLED ON A PREVIOUS PHASE OF THE PROJECT
[Symbol]	PROPOSED CONIFERIOUS TREES INSTALLED ON A PREVIOUS PHASE OF THE PROJECT

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**Client**  
  
 CITY & COUNTY CREDIT UNION

**Project**  
 CITY & COUNTY CREDIT UNION

**Location**  
 SHOREVIEW, MN  
 RED FOX ROAD  
 SHOREVIEW, MN 55126

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

James A. Kalkreuth  
 Registration No. 071 Date: 2014/2/24  
 This certificate is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at MFR, Inc., Plymouth, MN office.

**Summary**  
 Designed: CA Drawn: AAA  
 Approved: CA Book / Page: -/-  
 Phase: PRELIMINARY Initial Issued: 02/24/2014

**Revision History**  
 No. Date By Submittal / Revision

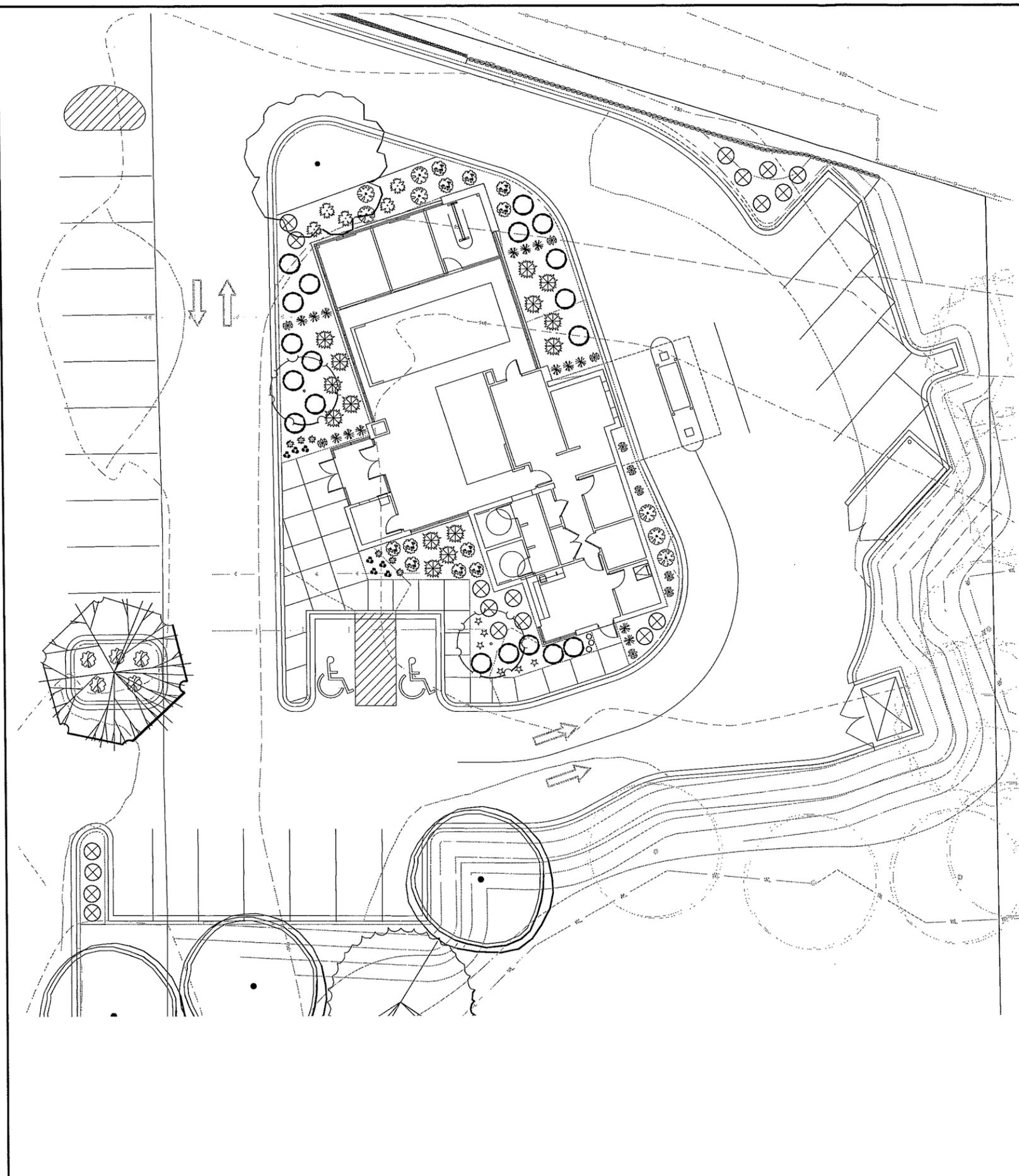
**Sheet Title**  
 SITE LANDSCAPE PLAN

**Sheet No. Revision**  
 L1.01

**Project No.** STO18275.03

LANDSCAPE LEGEND									
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	REMARKS	INSTALL HEIGHT	MATURE HEIGHT	
SHRUBS									
TAU	Taxus x media 'tauntoni'	TAUNTON SPREADING YEW	#5	CONT.	-		1'	3'x4'	
SVJ	Juniperus horizontalis 'Savin'	SAVIN JUNIPER	#5	CONT.	-		1'	3'x4'	
DBB	Euonymus alatus 'Compactus'	DWARF BURNING BUSH	#5	CONT.	-		1.5'	4'x4'	
DBW	Salix purpurea 'Nana'	DWARF BLUE ARCTIC WILLOW	#5	CONT.	-		1'	3'x4'	
GLS	Rhus aromatica 'Gro-Low'	GRO-LOW FRAGRANT SUMAC	#5	CONT.	-		1'	2.5'x5'	
BCA	Viburnum trilobum 'Bailey Compact'	COMPACT AMERICAN CRANBERRYBUSH	#5	CONT.	-		1.5'	4'x4'	
AWS	Spiraea x bumalda 'Anthony Waterer'	ANTHONY WATERER SPIREA	#5	CONT.	-		1.5'	3'x4'	
SNS	Spiraea nipponica 'Snowmound'	SNOWMOUND SPIREA	#5	CONT.	-		1.5'	3'x4'	
MYS	Spiraea thunbergii 'Ogon'	MELLOW YELLOW SPIREA	#5	CONT.	-		1'	3'x4'	
GFS	Spiraea x bumalda 'Gold Flame'	GOLD FLAME SPIREA	#5	CONT.	-		1.5'	3'x4'	
ALP	Ribes alpinum	ALPINE CURRANT	#5	CONT.	-		1.5'	3'x4'	
TEC	Forsythia 'Sunrise'	SUNRISE FORSYTHIA	#5	CONT.	-		1.5'	5'x5'	
SPF	Syringa x 'Bailly'	SUGAR PLUM LILAC	#5	CONT.	-		1.5'	4'x4'	
RTD	Cornus Sericea 'Bailey'	RED TWIG DOGWOOD	#5	CONT.	-		1.5'	5'x5'	
BCB	Aronica melanocarpa elata	BLACK CHOKEBERRY	#5	CONT.	-		1.5'	4'x4'	
JDW	Ilex verticillata 'Jim Dandy'	JIM DANDY WINTERBERRY	#5	CONT.	-		1.5'	3'x3'	
RSW	Ilex verticillata 'Red Sprite'	RED SPRITE WINTERBERRY	#5	CONT.	-		1.5'	3'x3'	
PERENNIALS									
KFG	Calamagrostis acutiflora 'Karl Foerster'	KARL FOERSTER FEATHER REED GRASS	#1	CONT.	-	PLANT 2' O.C.	6"	4'x2'	
PDS	Sporobolus heterolepis	PRAIRIE DROPSEED	#1	CONT.	-	PLANT 2' O.C.	6"	2'x2'	
BDL	Hemerocallis 'Baja'	BAJA DAYLILY	#1	CONT.	-	RED FLOWER	6"	2'x1.5'	
PMD	Hemerocallis 'Pardon Me'	PARDON ME DAYLILY	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
SDD	Hemerocallis 'Stella d'Oro'	STELLA D'ORO DAYLILY	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
WLC	Nepeta x faassenii 'Walker's Low'	WALKER'S LOW CATMINT	#1	CONT.	-	PURPLE FLOWER	6"	1'x1'	
BES	Rudbeckia fulgida 'Goldsturm'	BLACK EYED SUSAN	#1	CONT.	-	YELLOW FLOWER	6"	1.5'x1.5'	
KBL	Liatris spicata 'Kobold'	KOBOLD LIATRIS	#1	CONT.	-	PURPLE FLOWER	6"	1.5'x1.5'	
HST	Hosta sp.	HOSTA	#1	CONT.	-	WHITE FLOWER	6"	1'x1'	

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**Project**  
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**Location**  
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 MN  
 RED FOX ROAD  
 SHOREVIEW, MN 55126

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

James A. Kallio  
 Registration No. 071 Date: 2014/2/24  
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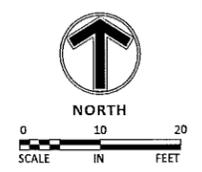
**Summary**  
 Designed: CA Drawn: AAA  
 Approved: CA Book / Page: -/-  
 Phase: PRELIMINARY Initial issued: 02/24/2014

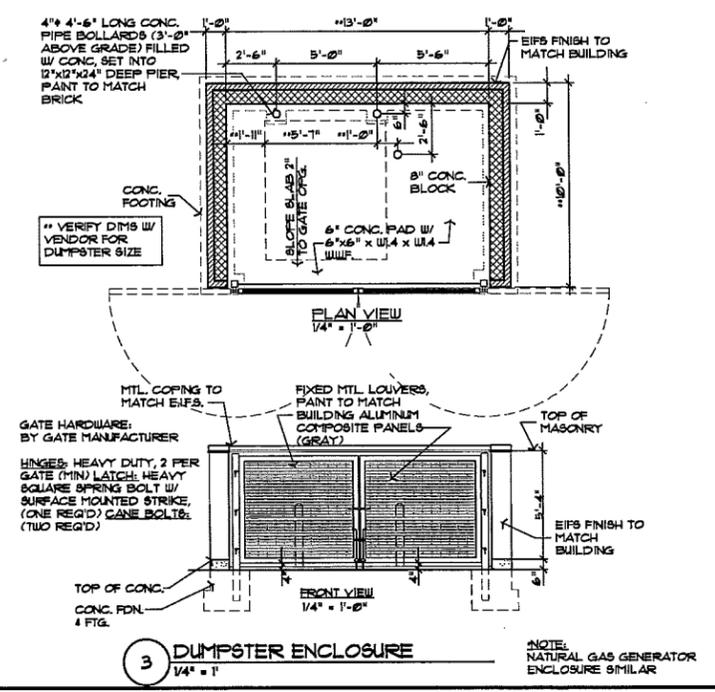
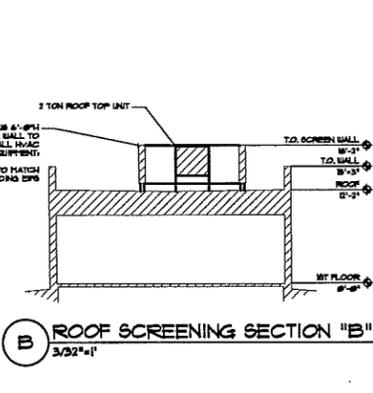
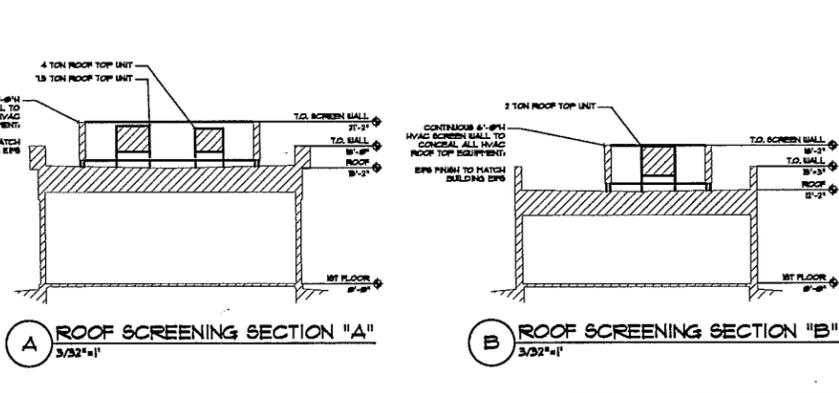
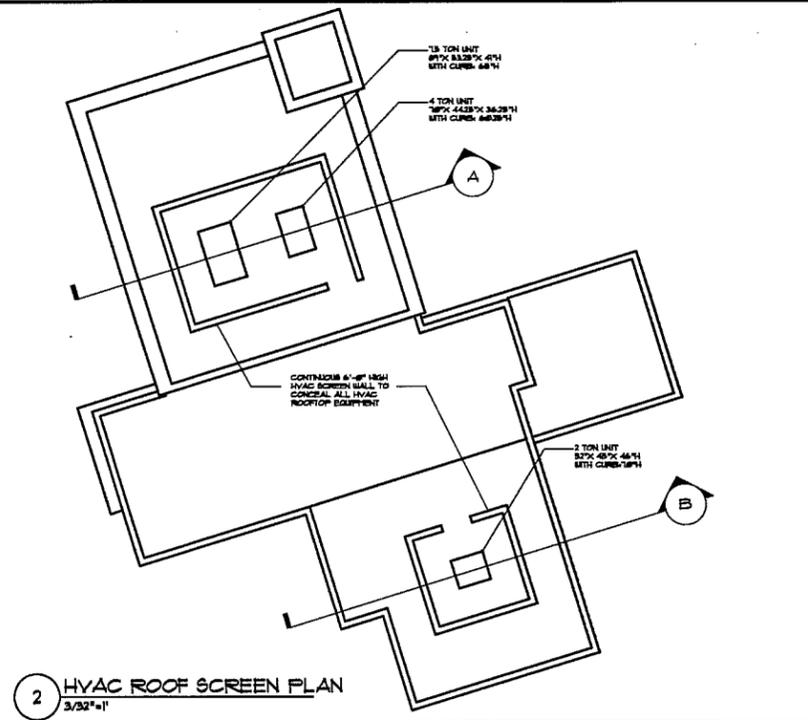
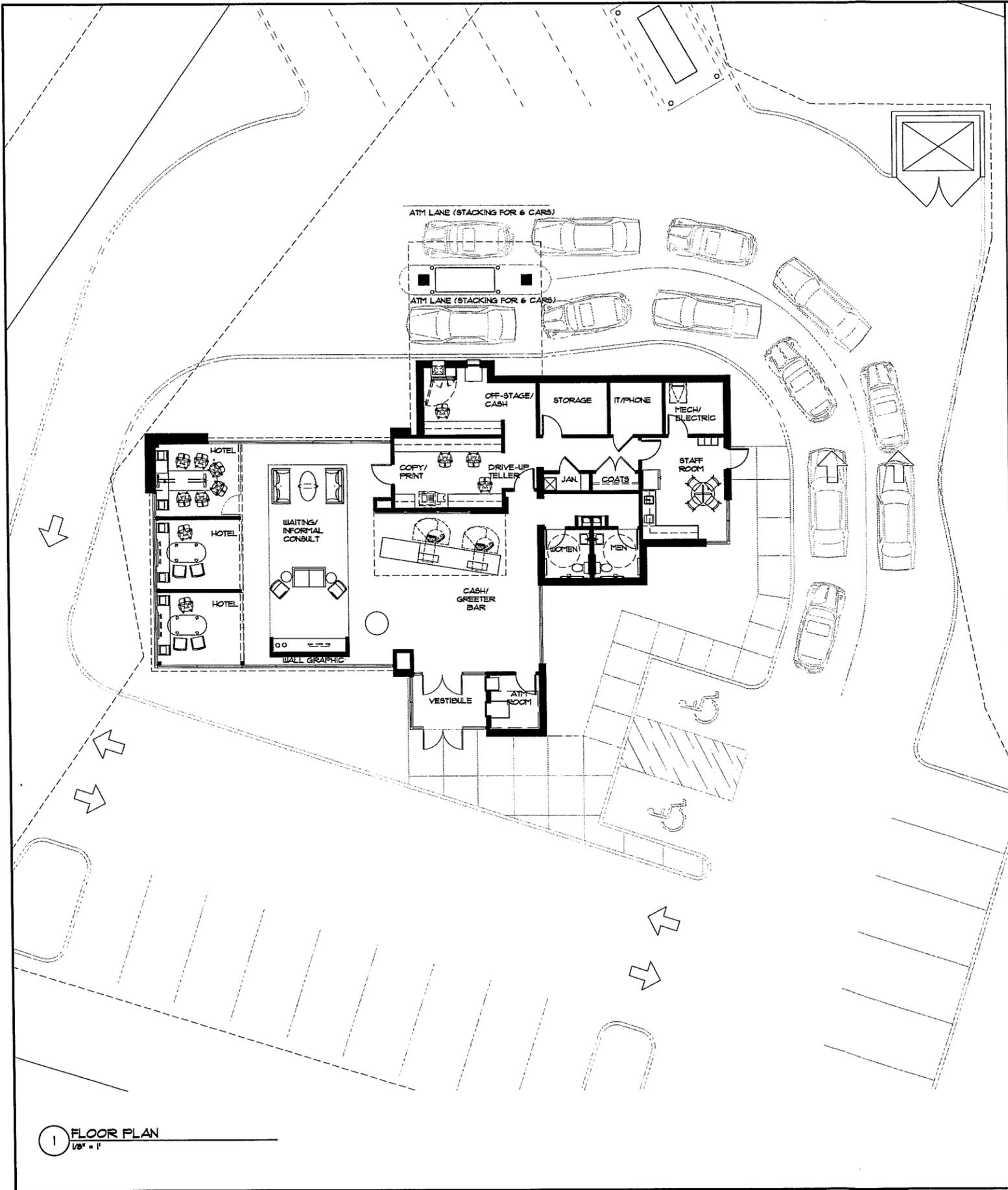
**Revision History**  
 No. Date By Submittal / Revision

**Sheet Title**  
 SITE  
 LANDSCAPE  
 DETAILS

**Sheet No. Revision**  
 L1.02

**Project No.** STO18275.03





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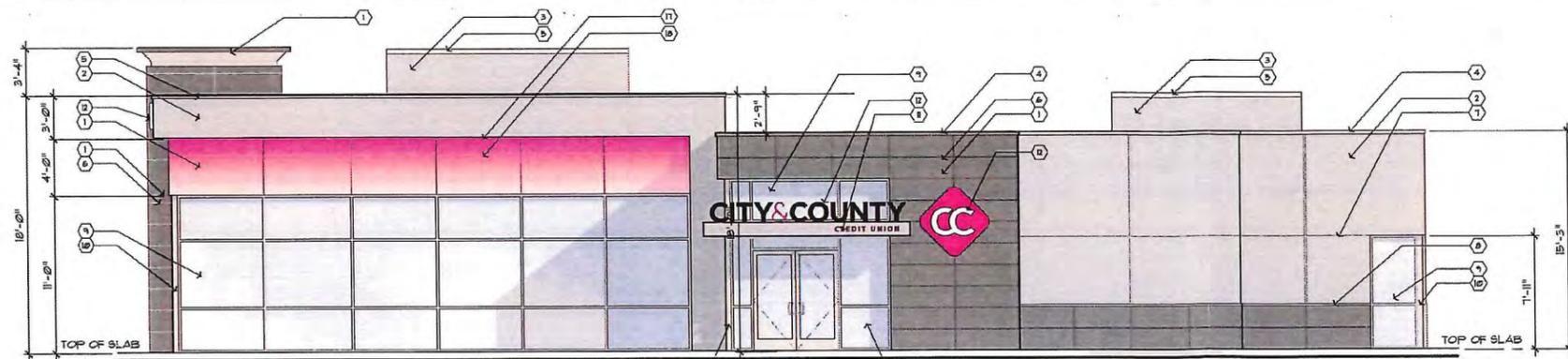
Job No. 27255 Title FLOOR PLAN PA. B. BILLY Drawn by JDMARTINO Date 2-24-2014 Revisions:

Thomas D. Auer, AIA Architect  
15450 South Outer Fwy Drive Suite 300 Chesterfield, MO 63017 636-898-8100

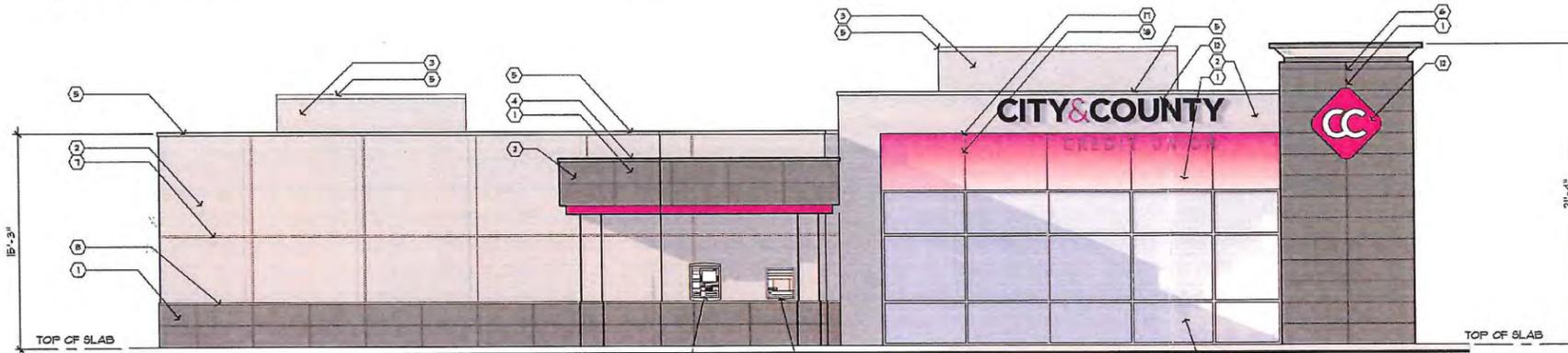
CONSULTANT  
NewGround International, Inc.  
15450 South Outer Fwy Drive  
Suite 300  
Chesterfield, MO 63017  
Phone: 636-898-8100  
www.newgroundinc.com

CITY & COUNTY CREDIT UNION  
SHOREVIEW, MINNESOTA

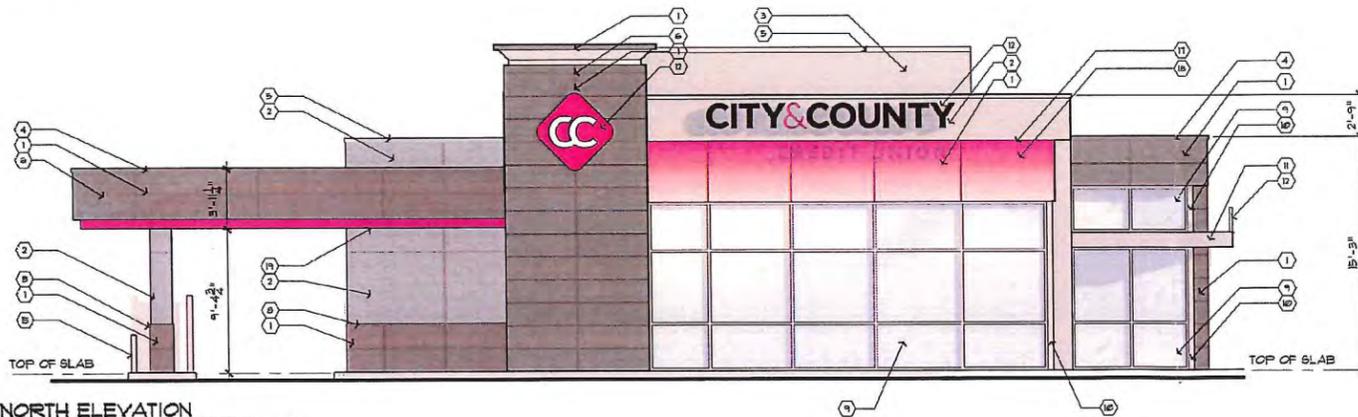
Sheet  
**A.1**



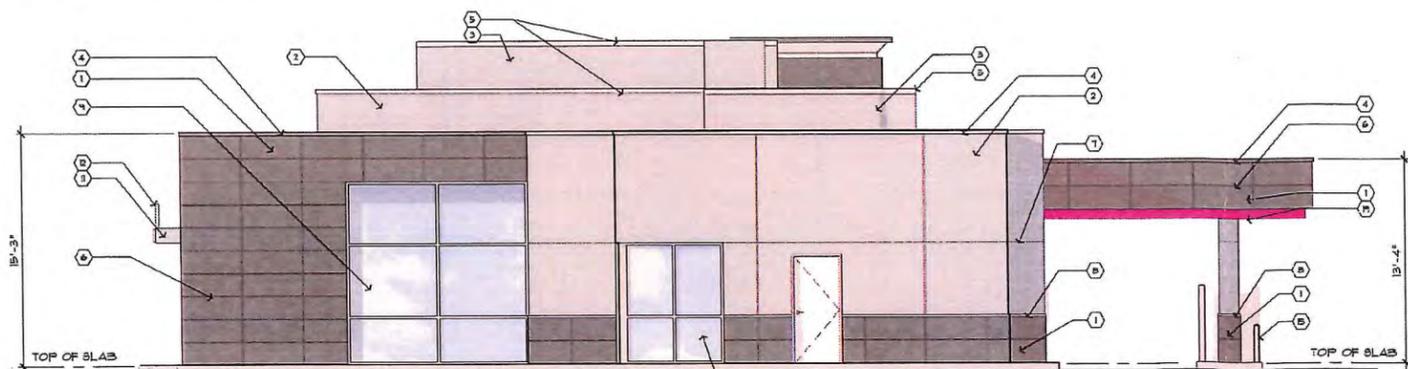
1 WEST ELEVATION  
3/16" = 1'



2 EAST ELEVATION  
3/16" = 1'



3 NORTH ELEVATION  
3/16" = 1'



4 SOUTH ELEVATION  
3/16" = 1'

**KEYED NOTES:**

1. ALUMINUM COMPOSITE PANEL SYSTEM.
2. 2" E.I.F.S. (EXTERIOR INSULATION & FINISH SYSTEM) W/ DRAINAGE.
3. E.I.F.S. FINISH MECHANICAL SCREEN BEYOND.
4. PRE-FINISHED MTL. COPING TO MATCH ALUMINUM COMPOSITE SYSTEM
5. PRE-FINISHED MTL. COPING TO MATCH E.I.F.S
6. AESTHETIC REVEAL IN AL. COMPOSITE PANEL SYSTEM.
7. AESTHETIC JOINT IN E.I.F.S.
8. AL. DRIP EDGE FLASHING AT E.I.F.S./AL. COMPOSITE PANEL TRANSITION.
9. ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATING GLASS AND 4-1/2" SYSTEM DEPTH.
10. AL. BREAK MTL. TRIM AT CORNER COLUMN. FINISH TO MATCH AL. STOREFRONT SYSTEM.
11. PRE-FINISHED MTL. FASCIA AT CANOPY.
12. BUILDING SIGNAGE. SEE SHEET A3
13. CONCRETE ISLAND WITH STEEL PIPE BOLLARDS.
14. A.T.M. (SEE SECURITY EQUIPMENT SPECS.)
15. STEEL PIPE BOLLARDS, PAINT TO MATCH AL. COMPOSITE PANELS.
16. NIGHT DEPOSITORY.
17. WHITE LED COVE LIGHT INTERNAL TO SOFFIT
18. DIGITAL PRINTED GRADIENT ON ALUMINUM COMPOSITE PANEL
19. CUSTOM COLORED PRE FINISHED ALUMINUM TRIM TO MATCH SIGNAGE PALETTE

City and County Credit Union  
Shoreview, MN

**Exterior Finish Schedule**

Exterior Insulation and Finish System (E.I.F.S.):

Manufacturer: Dryvit (Or Equal)

Finish: Sandpebble Fine

Color: 101 Super White (Or Match)

Aluminum Composite Panel System (Gray):

Manufacturer: Alucobond (Or Equal)

Finish: Matte

Color: Dusty Charcoal (Or Match)

Aluminum Composite Panel System (White):

Manufacturer: Alucobond (Or Equal)

Finish: Matte

Color: Bone White (Or Match. See elevations for locations of digitally printed branded color gradient.)

Aluminum Storefront System:

Manufacturer: To Be Determined

Finish: brushed

Color: Clear Anodized Aluminum

Additional Finishes:

- Prefinished metal copings to match adjacent finishes as indicated on elevations
- Drive-up bollards to be painted to match gray aluminum composite panel system
- All break metal at storefront and entry canopy to match clear anodized aluminum storefront system
- Custom branded color prefinished aluminum trim at drive-up soffit to match logo signage color as indicated on elevations

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Thomas D. Auer, AIA Architect

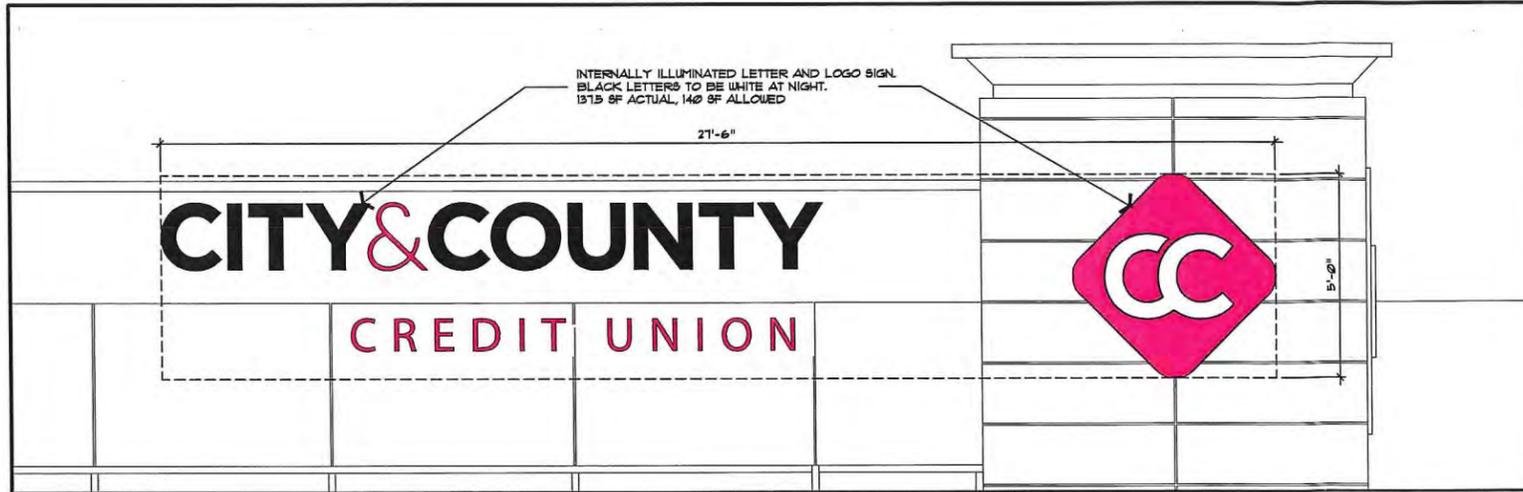
15459 South Outer Furry Drive Suite 300 Clearfield, MO 63017 636-998-8100

CONSULTANT  
1200 SOUTH OUTER FURRY DRIVE  
SUITE 300 CLEARFIELD, MO 63017  
ARCHITECT  
1000 WEST 10TH STREET  
ST. LOUIS, MO 63102  
AVE. ONE ONE EIGHT EIGHT EIGHT

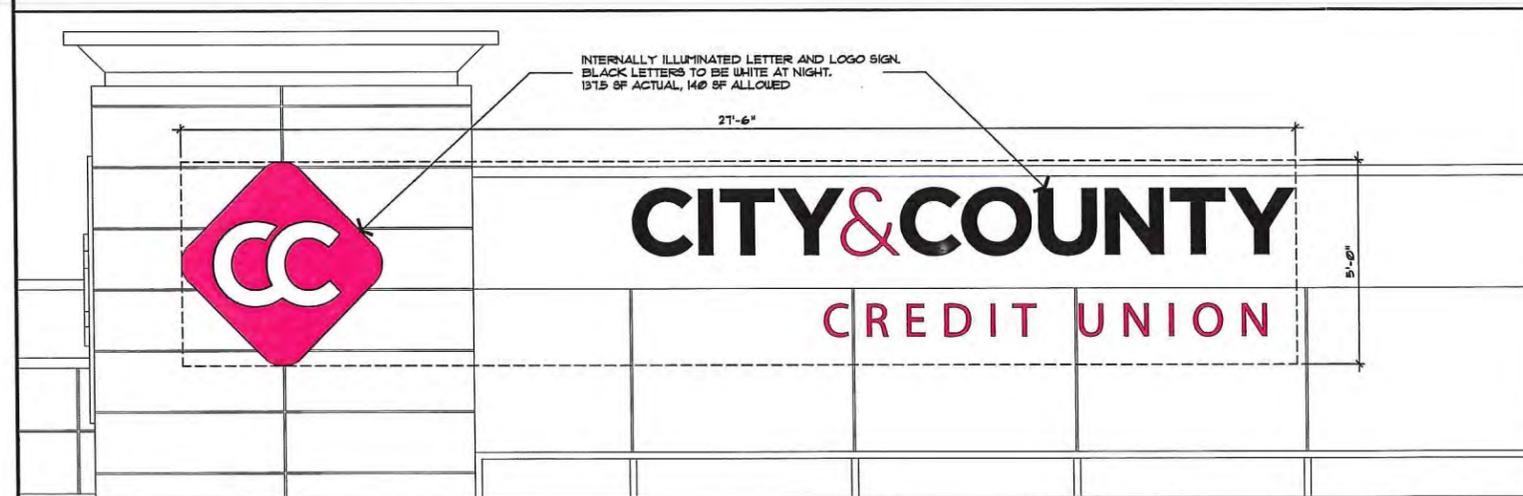
Job No. 29235 Title: BLDG. ELEVATIONS & DETAILS PA. B. BILY Drawn by JDMARTINO Date 2-24-2014 Revisions

**CITY & COUNTY CREDIT UNION**  
**SHOREVIEW, MINNESOTA**

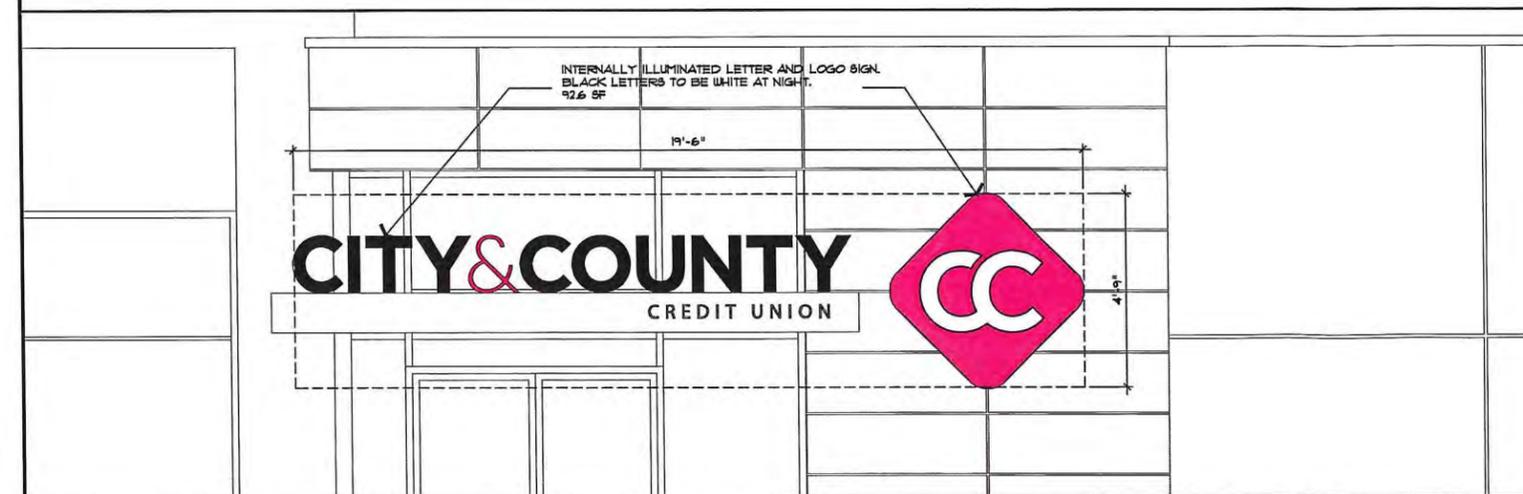
**Sheet**  
**A.2**



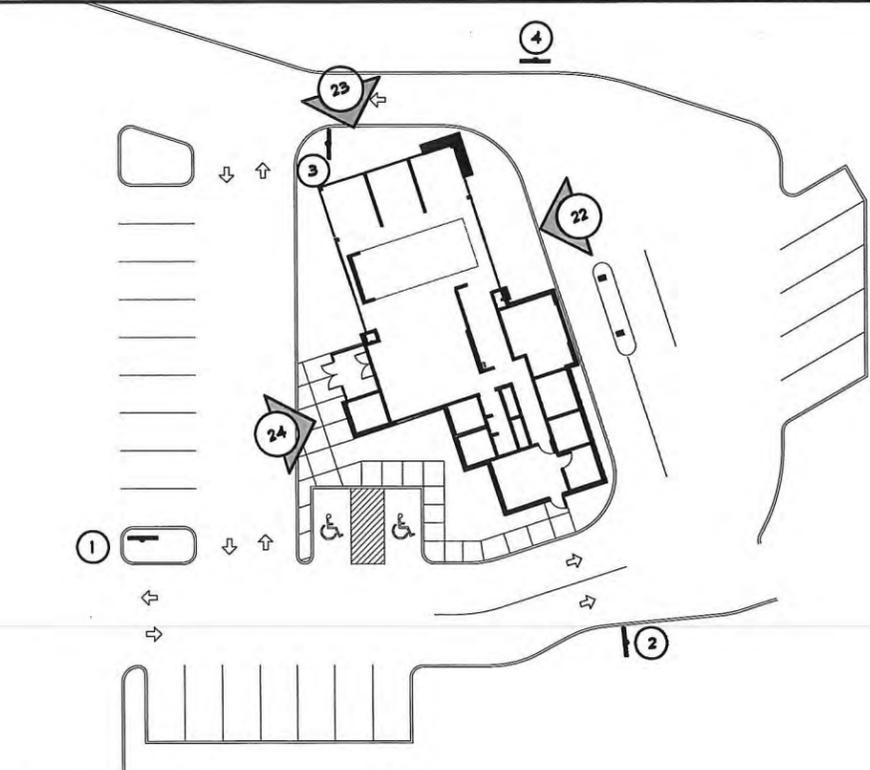
1 SIGN #22 • EAST ELEVATION  
1/2" = 1'



2 SIGN #23 • NORTH ELEVATION  
1/2" = 1'



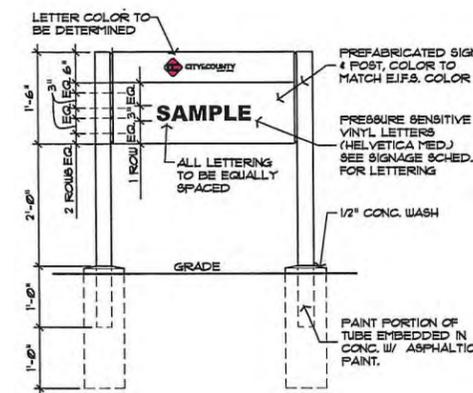
3 SIGN #24 • WEST ELEVATION  
1/2" = 1'



4 SIGNAGE PLAN  
NOT TO SCALE

SIGNAGE SCHEDULE				
#	TYPE	STYLE	FRONTAGE	SIZE
#22	WALL	LETTERS AND LOGO	1-694	140 SF (ALLOWED) 1315 SF (ACTUAL)
#23	WALL	LETTERS AND LOGO	1-694	140 SF (ALLOWED) 1315 SF (ACTUAL)
#24	CANOPY	LETTERS AND LOGO	FRONT (WEST)	92.6 SF

- ALL WALL SIGNAGE IS LESS THAN 10% OF BUILDING ELEVATION
- SIGNS #22 & #23 FROM PREVIOUS SUBMITTAL
- SIGN #24 REQUESTED AS ADDITIONAL SIGN



5 DIRECTIONAL SIGNAGE  
3/4" = 1'

DIRECTIONAL SIGN SCHED		
1	SIDE "A"	ENTRANCE →
	SIDE "B"	← ENTRANCE
2	SIDE "A"	↑ DRIVE-UP/ ATM
	SIDE "B"	BLANK
3	SIDE "A"	ONE WAY DO NOT ENTER
	SIDE "B"	EXIT →
4	SIDE "A"	THANK YOU ← EXIT
	SIDE "B"	BLANK

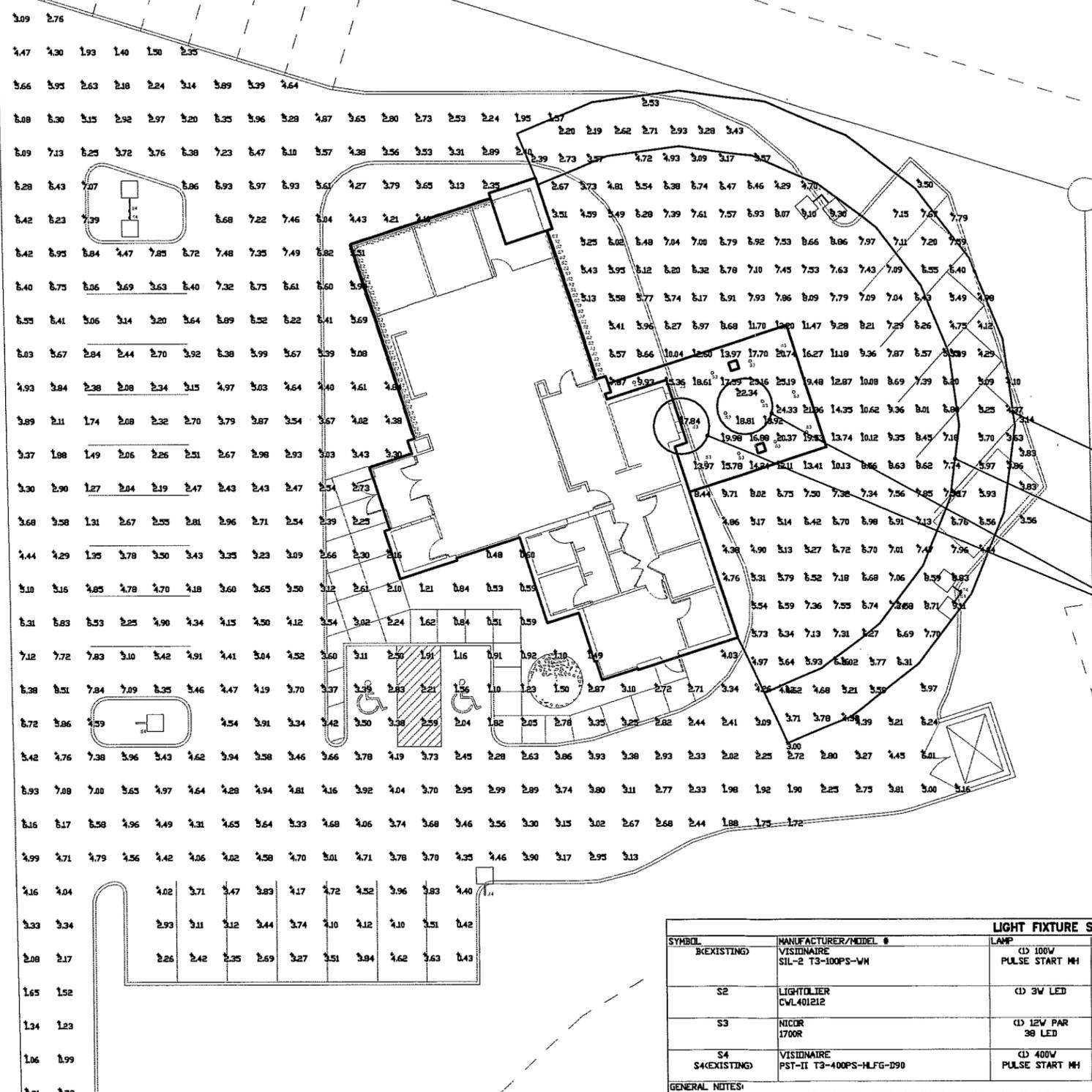
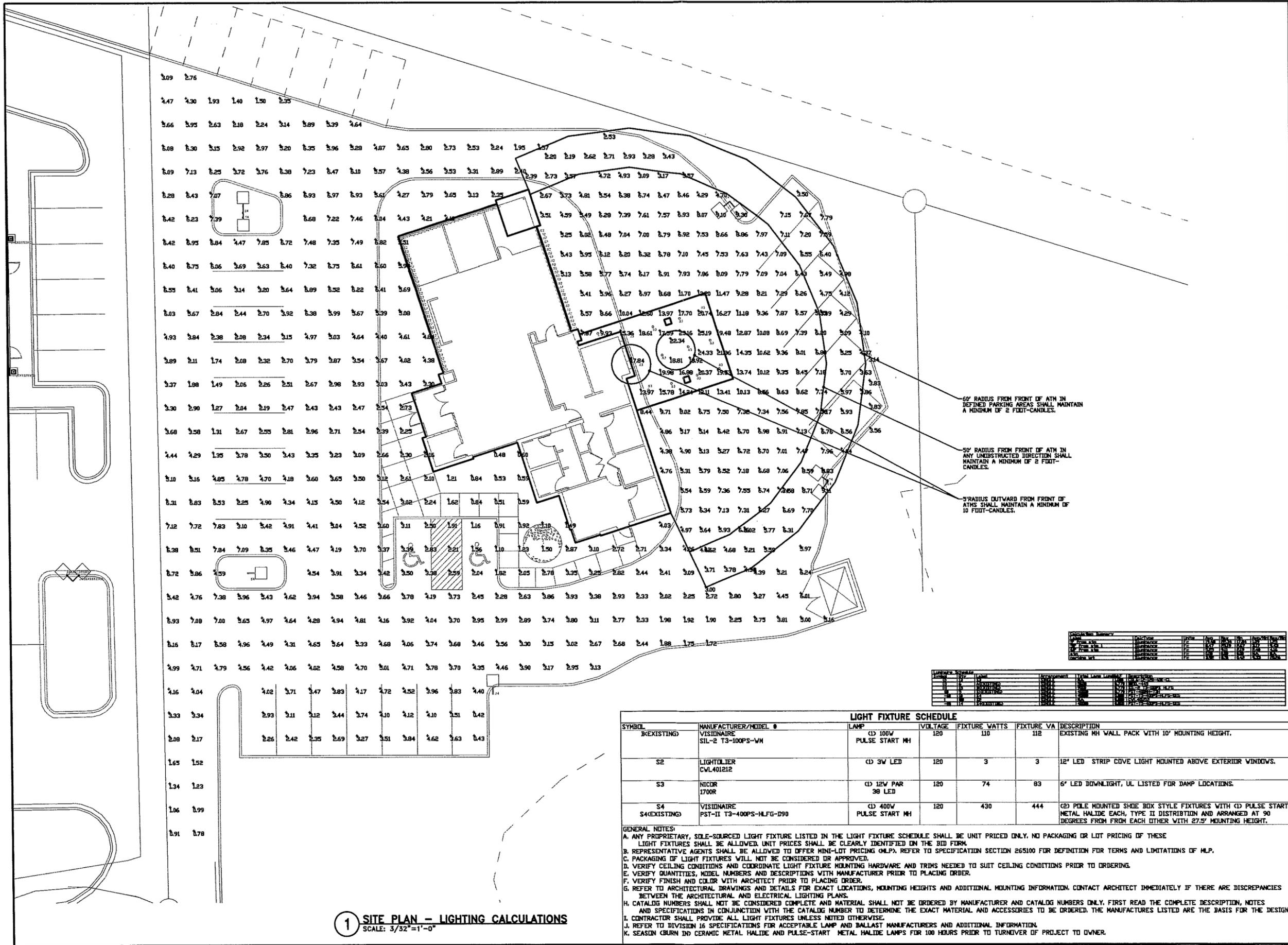
6 SIGN LEGEND  
3/4" = 1'

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Job No. 29255 Title BUILDING ELEVATIONS PA. B. BILLY Drawn by JDMARTING Date 2-24-2014 Revision

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CONSULTANT  
New Ground Incorporated, Inc.  
15450 South Outer Forty Drive  
Chesterfield, MO 63017  
Area Code 636 898 8100  
NEW GROUND  
CELEBRATING 10 YEARS

CITY & COUNTY CREDIT UNION  
SHOREVIEW, MINNESOTA  
Sheet  
A.3



60' RADIUS FROM FRONT OF ATM IN DEFINED PARKING AREAS SHALL MAINTAIN A MINIMUM OF 2 FOOT-CANDELES.

50' RADIUS FROM FRONT OF ATM IN ANY UNOBSTRUCTED DIRECTION SHALL MAINTAIN A MINIMUM OF 2 FOOT-CANDELES.

3' RADIUS OUTWARD FROM FRONT OF ATMS SHALL MAINTAIN A MINIMUM OF 10 FOOT-CANDELES.

SYMBOL	MANUFACTURER/MODEL #	LAMP	VOLTAGE	FIXTURE WATTS	FIXTURE VA	DESCRIPTION
S1	VISIONAIRE SIL-2 T3-100PS-WH	(1) 100W PULSE START MH	120	110	112	EXISTING MH WALL PACK WITH 10' MOUNTING HEIGHT.
S2	LIGHTOLIER CVL401212	(1) 3W LED	120	3	3	12' LED STRIP COVE LIGHT MOUNTED ABOVE EXTERIOR WINDOWS.
S3	NICOR 1700R	(1) 12W PAR 38 LED	120	74	83	6' LED DOWNLIGHT, UL LISTED FOR DAMP LOCATIONS.
S4	VISIONAIRE PST-II T3-400PS-HFG-D90	(1) 400W PULSE START MH	120	430	444	(2) POLE MOUNTED SHOE BOX STYLE FIXTURES WITH (1) PULSE START METAL HALIDE EACH, TYPE II DISTRIBUTION AND ARRANGED AT 90 DEGREES FROM EACH OTHER WITH 27.5' MOUNTING HEIGHT.

LIGHT FIXTURE SCHEDULE						
SYMBOL	MANUFACTURER/MODEL #	LAMP	VOLTAGE	FIXTURE WATTS	FIXTURE VA	DESCRIPTION
S1	VISIONAIRE SIL-2 T3-100PS-WH	(1) 100W PULSE START MH	120	110	112	EXISTING MH WALL PACK WITH 10' MOUNTING HEIGHT.
S2	LIGHTOLIER CVL401212	(1) 3W LED	120	3	3	12' LED STRIP COVE LIGHT MOUNTED ABOVE EXTERIOR WINDOWS.
S3	NICOR 1700R	(1) 12W PAR 38 LED	120	74	83	6' LED DOWNLIGHT, UL LISTED FOR DAMP LOCATIONS.
S4	VISIONAIRE PST-II T3-400PS-HFG-D90	(1) 400W PULSE START MH	120	430	444	(2) POLE MOUNTED SHOE BOX STYLE FIXTURES WITH (1) PULSE START METAL HALIDE EACH, TYPE II DISTRIBUTION AND ARRANGED AT 90 DEGREES FROM EACH OTHER WITH 27.5' MOUNTING HEIGHT.

GENERAL NOTES:

A. ANY PROPRIETARY, SOLE-SOURCED LIGHT FIXTURE LISTED IN THE LIGHT FIXTURE SCHEDULE SHALL BE UNIT PRICED ONLY. NO PACKAGING OR LOT PRICING OF THESE LIGHT FIXTURES SHALL BE ALLOWED. UNIT PRICES SHALL BE CLEARLY IDENTIFIED ON THE BID FORM.

B. REPRESENTATIVE AGENTS SHALL BE ALLOWED TO OFFER MINI-LOT PRICING (MLP). REFER TO SPECIFICATION SECTION 265100 FOR DEFINITION FOR TERMS AND LIMITATIONS OF MLP.

C. PACKAGING OF LIGHT FIXTURES WILL NOT BE CONSIDERED OR APPROVED.

D. VERIFY CEILING CONDITIONS AND COORDINATE LIGHT FIXTURE MOUNTING HARDWARE AND TRIMS NEEDED TO SUIT CEILING CONDITIONS PRIOR TO ORDERING.

E. VERIFY QUANTITIES, MODEL NUMBERS AND DESCRIPTIONS WITH MANUFACTURER PRIOR TO PLACING ORDER.

F. VERIFY FINISH AND COLOR WITH ARCHITECT PRIOR TO PLACING ORDER.

G. REFER TO ARCHITECTURAL DRAWINGS AND DETAILS FOR EXACT LOCATIONS, MOUNTING HEIGHTS AND ADDITIONAL MOUNTING INFORMATION. CONTACT ARCHITECT IMMEDIATELY IF THERE ARE DISCREPANCIES BETWEEN THE ARCHITECTURAL AND ELECTRICAL LIGHTING PLANS.

H. CATALOG NUMBERS SHALL NOT BE CONSIDERED COMPLETE AND MATERIAL SHALL NOT BE ORDERED BY MANUFACTURER AND CATALOG NUMBERS ONLY. FIRST READ THE COMPLETE DESCRIPTION, NOTES AND SPECIFICATIONS IN CONJUNCTION WITH THE CATALOG NUMBER TO DETERMINE THE EXACT MATERIAL AND ACCESSORIES TO BE ORDERED. THE MANUFACTURERS LISTED ARE THE BASIS FOR THE DESIGN.

I. CONTRACTOR SHALL PROVIDE ALL LIGHT FIXTURES UNLESS NOTED OTHERWISE.

J. REFER TO DIVISION 16 SPECIFICATIONS FOR ACCEPTABLE LAMP AND BALLAST MANUFACTURERS AND ADDITIONAL INFORMATION.

K. SEASON (BURN IN) CERAMIC METAL HALIDE AND PULSE-START METAL HALIDE LAMPS FOR 100 HOURS PRIOR TO TURNOVER OF PROJECT TO OWNER.

1 SITE PLAN - LIGHTING CALCULATIONS  
SCALE: 3/32"=1'-0"

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Chestertown, MD 20617 410-391-8100

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410-391-8100

Revisions:  
Date: 2-24-2014  
Drawn by: JPMARTINO  
PA: B. BILLY

CITY & COUNTY CREDIT UNION  
SHOREVIEW, MINNESOTA

Sheet  
A.4

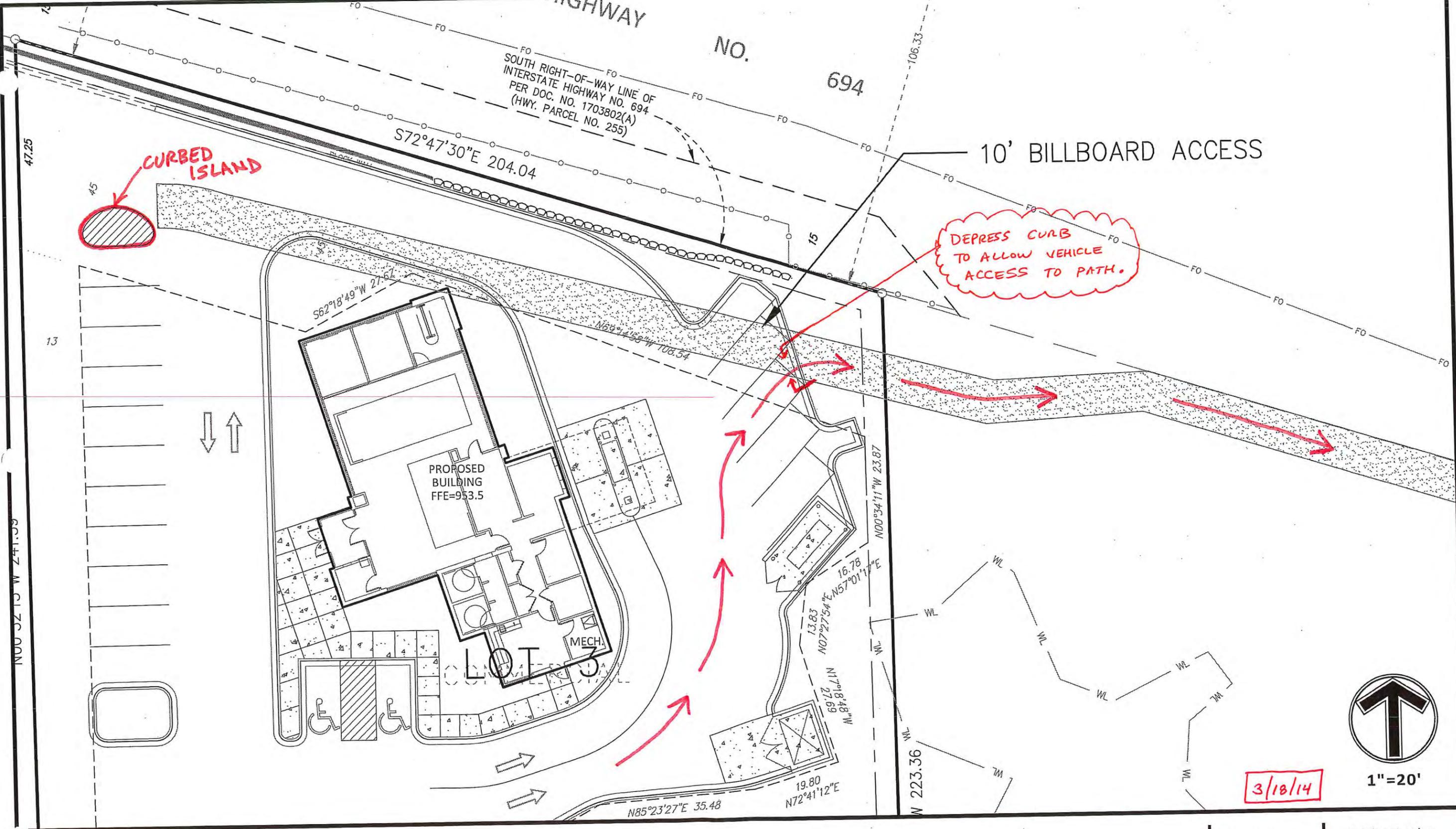


Job No. 20255 Title EXTERIOR RENDERINGS PA. B. BILLY Drawn by J.D. MARTINO Date 2-24-2014 Revisions

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 Suite 300  
 Chesterfield, MO 63017  
 New Ground  
 INTERNATIONAL  
 CHESTERFIELD, MO  
 ESTABLISHED 1987 YEARS

CITY & COUNTY CREDIT UNION  
 SHOREVIEW, MINNESOTA  
 Sheet  
 A.5



  
 14800 28th Ave. N, Ste 140  
 Plymouth, Minnesota 55447  
 (763) 476.6010 telephone  
 (763) 476.8532 facsimile  
 www.mfra.com

CITY AND COUNTY  
 CREDIT UNION  
 SHOREVIEW, MINNESOTA  
**BILLBOARD ACCESS EXHIBIT**

Designed: CA  
 Drawn: JTA  
 Approved: CA  
 Initial Issue: 03/17/2014  
 Rev.: EXHIBIT  
 Date: MM/DD/YYYY

Exhibit Number  
**EXH-01**  
 Project N6.TO18275.03

Client



Project

**CITY & COUNTY  
 CREDIT UNION**

Location

**SHOREVIEW,  
 MN**

RED FOX ROAD  
 SHOREVIEW, MN 55126

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Chad Ayers  
 Registration No. 0001 Date: 02/24/2014  
 If applicable, contact us for a wet signed copy of this plan which is available upon request at Mfra, Inc., Plymouth, MN office.

Summary

Designed: ca Drawn: AAA  
 Approved: ca Book / Page: --  
 Phase: PRELIMINARY Initial Issued: 02/24/2014

Revision History

No.	Date	By	Submittal / Revision
A	03/05/14	CKJ	Setbacks / Dimensions

Sheet Title

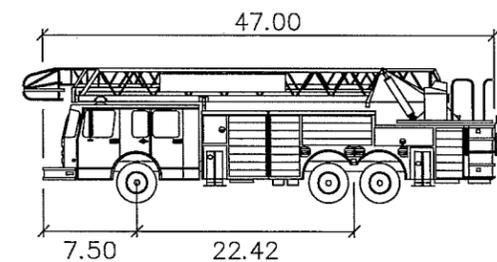
**FIRE  
 DEPARTMENT  
 EXHIBIT**

Sheet No. Revision

**1/1**

Project No. ST018275.03

	PROPOSED	EXISTING	
PROPERTY LIMIT	---	---	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	---	---	HEAVY DUTY ASPHALT PAVING
EASEMENT	---	---	CONCRETE PAVING
BUILDING	---	---	
RETAINING WALL	---	---	
WETLAND LIMITS	---	---	
TREELINE	---	---	
SAWCUT LINE	---	---	
SIGN	○	○	
PIPE BOLLARD	○	○	
NUMBER OF PARKING STALLS PER ROW	○	○	
KEY NOTE	○	○	



Fire Truck feet  
 Width : 8.42  
 Track : 8.42  
 Lock to Lock Time : 6.0  
 Steering Angle : 40.0

PRE-TREATMENT  
 NWL=946.0  
 HWL=949.3  
 (PER PREVIOUS PLAN)

WETLAND  
 NWL=947.5  
 HWL=948.8  
 (PER PREVIOUS OVERALL PLAN)

**B L O C K 1**

DRAINAGE & UTILITY EASEMENT

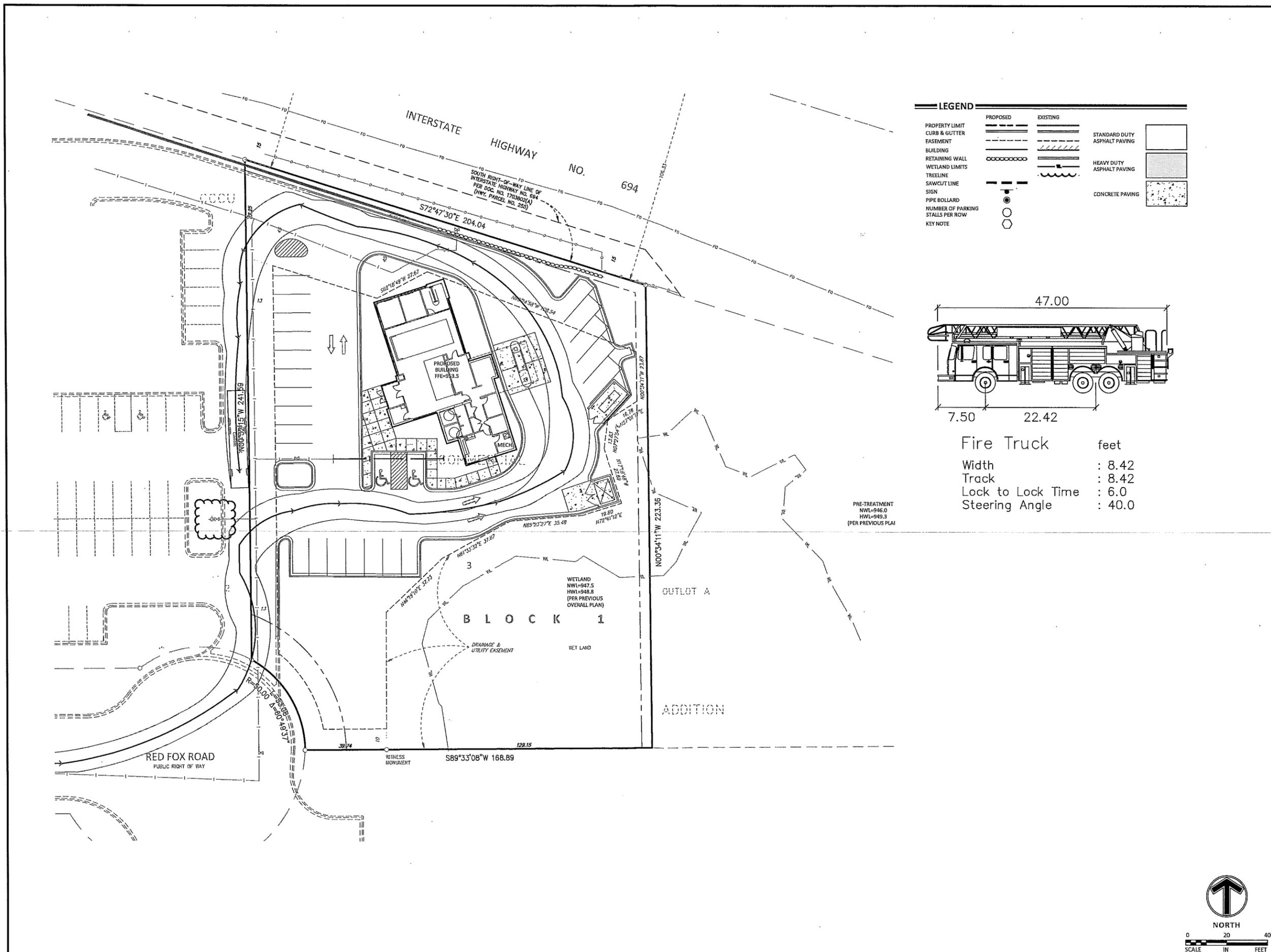
WET LAND

OUTLOT A

ADDITION



NORTH  
 0 20 40  
 SCALE IN FEET





## MOTION

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

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

To approve the Site and Building Plan Review and Comprehensive Sign Plan, submitted by Cities Edge Architects for the Hampton Inn/Green Mill at 1000 Gramsie Road. This approval is subject to the following:

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

- 1) This approval permits exterior modification of the existing building, in accordance with the preliminary plans dated 2014. Significant changes, as determined by the City Planner, shall require review by the Planning Commission and approval of the City Council.
- 2) The project shall comply with the requirements of the Fire Marshall.
- 3) The Building Official is authorized to issue a building permit for this project.
- 4) Construction parking and materials storage shall be confined to the subject property. No construction parking or material storage is permitted within the Gramsie Road or I-694 rights-of-way.

### **Comprehensive Sign Plan:**

1. The signs on the property shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and City Council.
2. The applicant shall obtain a sign permit prior to the installation of the new signs on the property.
3. The signs shall be setback a minimum of 5-feet from the any property line, including along Gramsie Road and I-694, and shall be located so as not to interfere with traffic visibility.
4. The height of the off-premises sign shall not exceed 26.5 feet to the bottom of the proposed Green Mill sign, allowing a maximum 47.5 foot height.

This approval is based on the following findings of fact:

1. The proposed land use is consistent with the designated Commercial land use of the Comprehensive Plan.
2. The proposed development complies with the standards identified in the City's Development Code.

3. The proposed improvements meet the spirit and intent of the Comprehensive Plan and the Development Code.

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

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

Regular City Council Meeting – April 7, 2014

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

**FROM:** Rob Warwick, Senior Planner

**DATE:** April 2, 2014

**SUBJECT:** File No. 2518-14-08; Site and Building Plan Review and Comprehensive Sign Plan Amendment, 1000 Gramsie Road, Cities Edge Architects/Forstrom and Torgerson, LLP (Hampton Inn and Green Mill Restaurant)

### **Introduction**

Cities Edge Architects, on behalf of Forstrom and Torgerson, LLP the owners of the Green Mill Restaurant and the Hampton Inn, has submitted applications to make improvements to the building, and install new wall and freestanding signs for the hotel, meeting center, and restaurant located at 1000 Gramsie Road. The Green Mill Restaurant is located in the same building as the Hampton Inn Hotel.

The owners intend to change the hotel franchise from the current Hampton Inn to a Best Western Plus, and propose alterations to improve the facility to the standards of the new franchise and alter the signage for the facility. Site and Building Plan Review is required for the exterior alterations, and the existing sign plan must be amended for the proposed signage alterations.

### **Project Description**

The property is located on the south side of Gramsie Road, east of Lexington Avenue and north of Interstate 694. The property is approximately 6.85 acres in size and has approximately 471 feet of frontage on Gramsie Road and 415 feet of frontage on Interstate 694. The property is developed with the 120-room Hampton Inn Hotel and includes the attached Green Mill Restaurant. The Green Mill is a full-service restaurant and bar. The property is developed with the hotel/restaurant building and an off-street parking area with access from two entry driveways off of Gramsie Road. The parking area is shared with the Hilton Garden Inn Hotel located immediately to the west.

#### ***Exterior***

Exterior alterations are proposed to the building façade, using EFIS and stone accents. The existing gable-roofline will be altered to a flat-roof with cornices over entrances and at corners to add visual interest to the building. The canopy and entry vestibule will be replaced using the same footprint. A pergola and fireplace will be added to the existing outdoor seating for the Green Mill, and 6 parking stalls immediately north of the patio will be removed and replaced with a sidewalk and turf. An existing berm along exterior of the hotel building (on the west, south and east) will be removed and replaced with a retaining wall.

#### ***Interior***

Interior alterations include adding two new guest elevators and one exit on the south side of the hotel. These improvements will reduce the number of guest rooms from the existing 120 to 115 rooms. The hotel has an indoor pool and the deck for the pool will be replaced. Meeting areas and guest rooms will be re-furnished. A portion of the existing Green Mill will be converted to meeting and banquet space, and several new restrooms will be added for the meeting and pool areas. Upgrades to the HVAC, electrical and fire alarm systems are also proposed.

A Comprehensive Sign Plan amendment is needed because the signs vary in number, location and area from those previously approved by the City. Wall signs are proposed on two building elevations (north and south). Currently wall signs are displayed on two differing elevations (north and west). Three freestanding signs are proposed and these are cabinet style signs, the style which have been approved and used here, although not permitted for a building of this size by Code. There are currently two freestanding signs, and both of these are cabinet style pylon signs.

### **Development Code Requirements**

The property is zoned PUD, Planned Unit Development with an underlying C-2 – General Commercial designation. The hotel and restaurant uses are permitted in this PUD. The Site and Building Plan review process enables the City to review the proposal in accordance with the standards of the PUD and to determine the use is in harmony with the Comprehensive Plan.

The City's sign regulations are found in Section 208 of the Municipal Code. Each principal structure, with the exception of individual residential buildings, is entitled to one freestanding sign. Sites that adjoin two or more arterial roadways may have two each freestanding and wall signs, subject to approval of a Comprehensive Sign Plan. Cabinet style monument signs are not permitted for structures greater than 50,000 square feet. Monument signs for buildings of this size (75,000 square feet) are restricted to individual letter style signs to a maximum 20-foot height and 100-square foot area. The sign area for highway commercial development sites that abut 1-694 or 1-35W may be increased up to two times and the sign height may be increased up to 50 percent in a Planned Unit Development, as has here been the case.

A Comprehensive Sign Plan is required if two or more signs of a single type that require a permit are proposed for an existing property or structure, or when deviations to the Code are proposed. Sign permits shall not be issued for multiple signs of a single type until a Comprehensive Sign Plan has been approved. The Comprehensive Sign Plan review shall consider five elements that shall govern all signs within the development: location, materials, size, color and illumination.

### **Staff Review**

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

Staff has reviewed the submitted plans in accordance with previous approvals and the Development Code.

#### **Architectural Design**

The proposal consists of architectural enhancement of the building facades. The proposed cornices and upgraded materials will improve the appearance of the building.

#### **Comprehensive Plan**

The Comprehensive Plan designates the Planned Land Use of this property as C, Commercial. The existing hotel, meeting facility, and restaurant use of this property is consistent with this designation. The proposed improvements to the hotel campus, interior and exterior, will enhance the use and appearance of the property and promote the wider community.

**Parking**

As noted above, the area immediately north of the Green Mill patio will be altered, removing 6 parking stalls and replacing with a sidewalk and turf. The required parking for the campus will decrease by 5 stalls since 5 guest rooms will be removed. So there is a net reduction of provided parking of 1 stall. The parking requirements are based on the sum of the separate uses, the hotel (calculated as one per guest room plus one per employee), meeting rooms/banquet facility (one stall per three seats), and restaurant (one stall per three seats plus one per employee). The parking required totals 353 stalls and 342 stalls are provided. The two hotels here are in common ownership and management, and have entered into a shared parking agreement. Parking appears to meet the needs of the businesses, as noted in the attached statement from the operations managers. Staff is comfortable that parking provided will meet the continued needs of the three business operations.

**Comprehensive Sign Plan**

Staff reviewed the proposal in accordance with the previous approved comprehensive sign plans and the five elements considered for plan approval. In 2010 the City approved a third monument sign on Gramsie Road, but that sign was not constructed and the approval expired. The current plan will again allow a monument sign to aid in identifying the three business services offered on the property. Again, the applicant is seeking a deviation from the City's sign regulations regarding the number of free-standing signs permitted and to continue use of the monument sign style (cabinet). The proposed sign materials, color and illumination is consistent throughout the property. The applicant has identified that each of the proposed signs is a standard corporate style. Existing and proposed signage for the Hotel campus include:

**Wall Signs**

Sign Location	Sign Area		Wall Area	Total Wall Coverage	
	Existing	Proposed		Existing	Proposed
North Elevation Hotel Green Mill	75 sq. ft. 133 sq. ft.	60 sq. ft. 84 sq. ft.	4,329 sq. ft.	4.8%	3.3%
South Elevation Hotel	None	60 sq. ft.	4,905 sq. ft.	No Sign	1.2%
West Elevation Hotel Green Mill Green Mill	75 sq. ft. 48 sq. ft. 140 sq. ft.	None	4,378 sq. ft.	6%	No Sign

**Free-standing Signs**

Sign Location	Area/Height	
	Existing	Proposed
Lexington Avenue Hampton Inn (Existing –cabinet style) Joint (Proposed - cabinet style)*	280 sq. ft./40 ft.	270.5 sq. ft./47.5 ft.
Interstate 694 Green Mill (existing – cabinet style) Joint (Proposed – cabinet style)*	75 sq. ft./30	355.5 sq. ft./35 ft.
Gramsie Road Joint (Proposed –cabinet style)*	None	92.4 sq. ft./18 ft.

\*‘Joint’ signs include a cabinet for the hotel, restaurant and meeting center. The sign area is the area of a rectangle encompassing all three of these cabinets.

The proposed monument signs facing I-694 and Gramsie use the same design, with a separate copy area for each of the three facets of the business operated at the facility. The monument sign facing Gramsie has an overall sign area of 92.4 square feet with a height of 18 feet. The monument sign facing I-694 has an overall sign area of 358 square feet with a height of 35 feet.

As noted above, cabinet style monument signs are not permitted for buildings with floor areas exceeding 50,000 square feet, but have been allowed at this site since its construction. Staff referenced the maximum 20-foot height and 100-square foot area specified for individual letter style monument signs to evaluate those characteristics of the proposal. The small monument sign on Gramsie meets these guidelines, while the large monument facing I-694 exceeds these, including the added allowance due to its freeway frontage. The applicant states that the larger sign is due to the visibility from I-694, and the size and re-location to a place further west of the current sign are intended to remedy this problem. Staff reviewed nearby signs, many of which are cabinet style pylon signs for businesses with smaller floor areas. These pylons typically are 30-feet high, and located at a higher topographic grade along the south side of I-694.

Staff do not have significant concerns over the proposed monument signs, which will aid in identifying the facilities offered at the campus, and the added sign on Gramsie helps to direct guests and visitors to the facility.

The height of the off-premises sign is proposed to increase from the existing 40-feet to 47.5-feet. Much of the increase is attributable to the addition of the Green Mill cabinet to this sign, which now announces only the Hampton Inn. The applicant states the increase in height is intended to insure the entire sign is visible for visitors approaching from the west on I-694. The width of this sign will be reduced from the existing 21-feet to the proposed 13.25-feet.

**Planning Commission Review**

The Planning Commission reviewed the applications at their March 25<sup>th</sup> meeting. The Commissioners expressed their positive view towards the site improvements proposed by the owners. There was

discussion regarding the proposed increase in height of the off-premises sign at Lexington Ave. The proposed sign will include cabinets for both the Best Western Plus and the Green Mill, and the height increase allows visibility for the Green Mill portion of the sign from eastbound I-694. Based on questions from Commissioners, staff provided additional information regarding the height, clarifying that the height of 30-feet is measured from the grade elevation at Lexington Ave. Measured from grade at the sign base, the off-premises sign has a height of 40-feet. In response to Commission concerns regarding the proposed height increase, the applicant offered to reduce the height if necessary. The Commission identified that they did not want to impair visibility of the sign, and added a condition to the recommendation requiring the applicant and staff to evaluate a reduction in height prior to review by the Council. The Commission also suggested a directional sign located at the intersection of Gramsie and Lexington, similar to the directional sign installed at Red Fox Road and Lexington to announce Target, Trader Joes, and TCF. After completing review and discussion, the two applications were unanimously (5-0) recommended to the Council for approval.

In response to Commission direction, staff and the applicant viewed the off-premises sign from eastbound I-694 and have both concluded that the proposed height increase is warranted to insure the visibility of the Green Mill sign that has been proposed. The height of the bottom of the sign needs to be located at the existing 26.5 foot height to remain visible from eastbound I-694 as traffic approaches the Lexington Ave. off-ramp, and using that height will allow the bottom of the proposed Green Mill sign to remain visible from the west. Staff also reviewed a 1991 study performed by BRW regarding this sign. That study identifies that a minimum 24-inch letter height is necessary for legibility for eastbound traffic to identify the uses in time to use the off-ramp at Lexington. The proposed sign uses letters exceeding that minimum. The sign height of 47.5 feet is 3.5 feet shorter than the proposed height reviewed by the Planning Commission.

### **Public Comment and Agency Review**

The City notified property owners within 350 feet of development site of the applications submitted and proposed development. No written comments have been received. The property is located within the Rice Creek Watershed District (RCWD), and RCWD staff has commented that an RCWD permit is not required for the proposed improvements. The Fire Marshall commented that the fireplace on the patio must be installed according to the manufacturer's guidelines.

### **Recommendation**

The Comprehensive Sign Plan provides signage that is reasonable for this type of commercial development, and the proposed sign will improve visibility for the three uses from the adjacent arterial roads as well as Gramsie Road

The applications have been reviewed by the Planning Commission and staff who find the proposal consistent with the Comprehensive Plan and the Development Code, and believe the improvements will enhance this property. The recommendation for approval is subject to the following conditions:

**Site and Building Plan Review:**

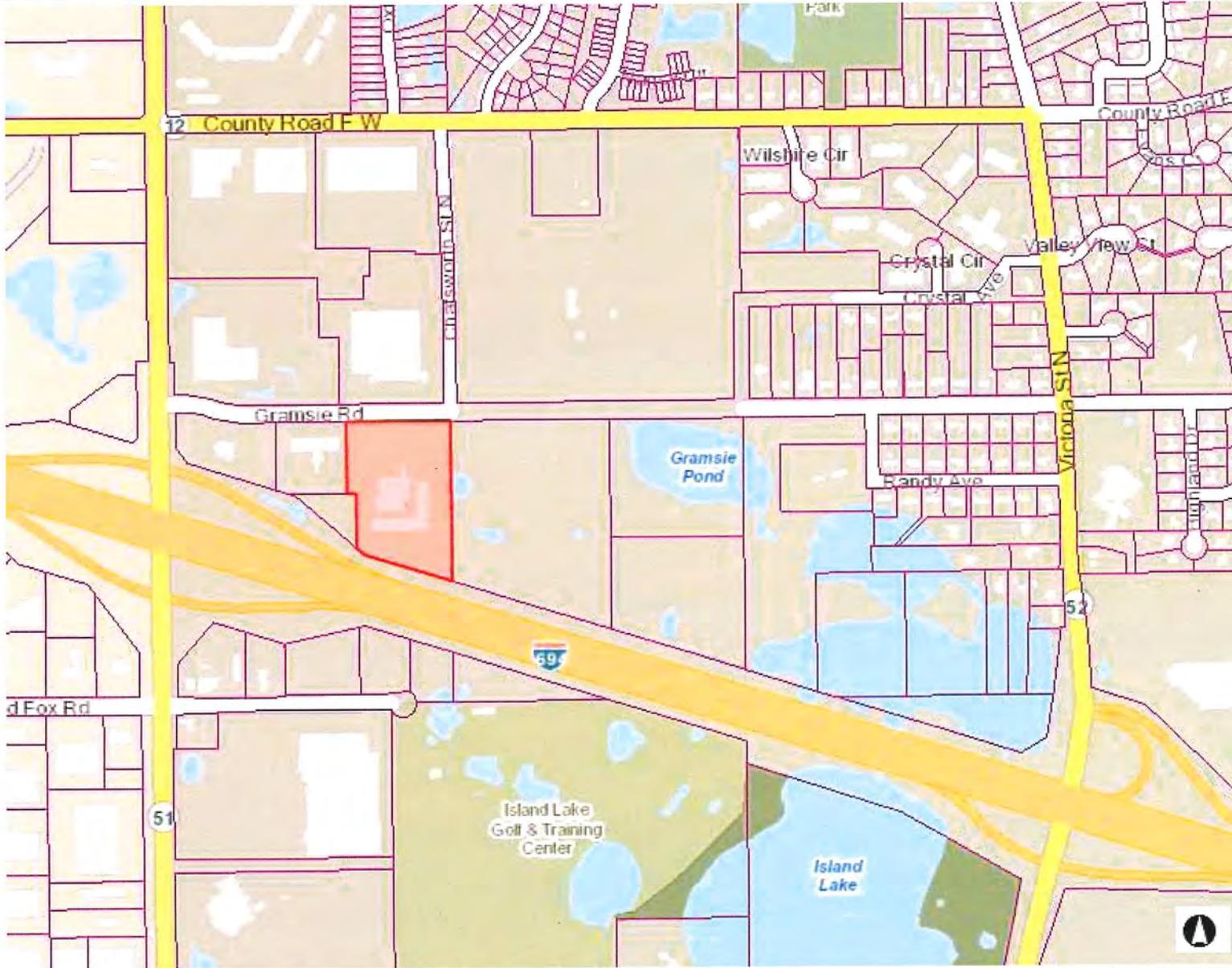
- 1) This approval permits exterior modification of the existing building, in accordance with the preliminary plans dated 2014. Significant changes, as determined by the City Planner, shall require review by the Planning Commission and approval of the City Council.
- 2) The project shall comply with the requirements of the Fire Marshall.
- 3) The Building Official is authorized to issue a building permit for this project.
- 4) Construction parking and materials storage shall be confined to the subject property. No construction parking or material storage is permitted within the Gramsie Road or I-694 rights-of-way.

**Comprehensive Sign Plan:**

1. The signs on the property shall comply with the plans submitted for the Comprehensive Sign Plan application. Any significant change will require review by the Planning Commission and City Council.
2. The applicant shall obtain a sign permit prior to the installation of the new signs on the property.
3. The signs shall be setback a minimum of 5-feet from the any property line, including along Gramsie Road and I-694, and shall be located so as not to interfere with traffic visibility.
4. The height of the off-premises sign shall not exceed 26.5 feet to the bottom of the proposed Green Mill sign, allowing a maximum 47.5 foot height.

Attachments:

1. Location Map
2. Aerial Photo
3. Submitted Plans and Statement
4. Comments
5. Motion



**Legend**



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



**Notes**

Enter Map Description

1,333.3      0      666.67      1,333.3 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
 © Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



Legend



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

Notes

THE HAMPTON INN and GREEN MILL

476.1 0 238.06 476.1 Feet

PLANNING COMMISSION SUBMITTAL  
For Best Western Plus, Shoreview, MN

February 21, 2014

COMPONENTS OF SUBMITTAL (for existing property remodel)

The following list indicates submittal components provided per instruction of Kathleen Castle, City Planner.

- a. Certificate of Survey: *Not applicable for this submittal.*
- b. Proposed Land Use and Phasing Plan: *Not applicable for this submittal.*
- c. **Site Plan: Provided existing site plan and proposed changes.**
- d. Public Facilities Plan: *Not applicable for this submittal.*
- e. Grading Plan and Drainage Plan: *Not applicable for this submittal.*
- f. Erosion Control Plan: *Not applicable for this submittal.*
- g. **Proposed Building Elevations: Provided all elevations with signage.**
- h. Landscape Plan: *Not applicable for this submittal.*
- i. Vegetation and Woodlands Plan: *Not applicable for this submittal.*
- j. Natural Features Plan: *Not applicable for this submittal.*
- k. **Sign Plan: Provided along with Comprehensive Sign Application.**
- l. Exterior Lighting Plan: *Not applicable for this submittal.*
- m. Subdivision Component: *Not applicable for this submittal.*

**SUMMARY OF CHANGES TO EXISTING SITE/PROPERTY**

The existing Hampton Inn located at 1000 Gramsie Road, Shoreview, MN will not be re-licensed as a Hampton Inn. Forstrom and Torgerson, LLP intends to reposition this asset as a BEST WESTERN PLUS. In order to upgrade the property to meet BEST WESTERN PLUS Standards a number of changes are needed.

**EXTERIOR:**

The exterior grass berms around the guest room tower shall be replaced with landscape block retaining wall and decorative rock bed.

Remove some of sidewalks as shown on the attached site plan.

Add stone look to entry/exit/ stair towers and change roof line from gable to a horizontal projected cornice.

Change colors of exterior walls similar to color renderings.

Remove existing main hotel entry vestibule and replace with a new vestibule and automatic sliding doors.

Replace existing solarium glass and framing with new windows and roof structure/roofing.

Replace existing outdoor patio with new covered patio and outdoor fireplace.

Change exterior signage to accommodate the change to BEST WESTERN PLUS and increase the signage visibility.

Improve courtyard landscaping.

Replace and upgrade exterior directional sign package.

**GUEST ROOM TOWER:**

Eliminate a total of five guest rooms (120 to 115) to accommodate two passenger elevators and an additional exit from the south side.

Upgrade existing accessible rooms to comply with current accessibility requirements and add one additional accessible room.

Upgrade guest room decorating, beds, TVs, and furnishings.

**GREEN MILL RESTAURANT AND MEETING ROOMS:**

Reduce the floor area of the restaurant to accommodate additional meeting/banquet room space.

Remodel a portion of the existing pool/recreation area into a Pre-Function space serving the meeting/banquet rooms.

Add Men's and Women's restrooms adjacent to the new Pre-Function space.

**POOL /AQUATICS ROOM:**

Replace the current deck with new tile floor.

Add a unisex toilet room for pool patrons.

**HVAC:**

Provide new HVAC unit to serve the new Pre-Function area.

Evaluate and upgrade current roof top heating and cooling units to accommodate interior changes.

**ELECTRICAL:**

Update exit lighting for safety (down light to light door at stairwells).

Provide additional power as required to accommodate interior changes.

Upgrade interior lighting throughout the Green Mill.

Provide upgraded lighting throughout the Hotel.

Provide new fire alarm system throughout the Hotel and Green Mill.

END OF DOCUMENT

Prepared by Delbert N. Sheets, Project Manager, Cities Edge Architects LLC

COMPREHENSIVE SIGN REVIEW APPLICATION  
PLANNING COMMISSION SUBMITTAL

For Best Western Plus, Shoreview, MN

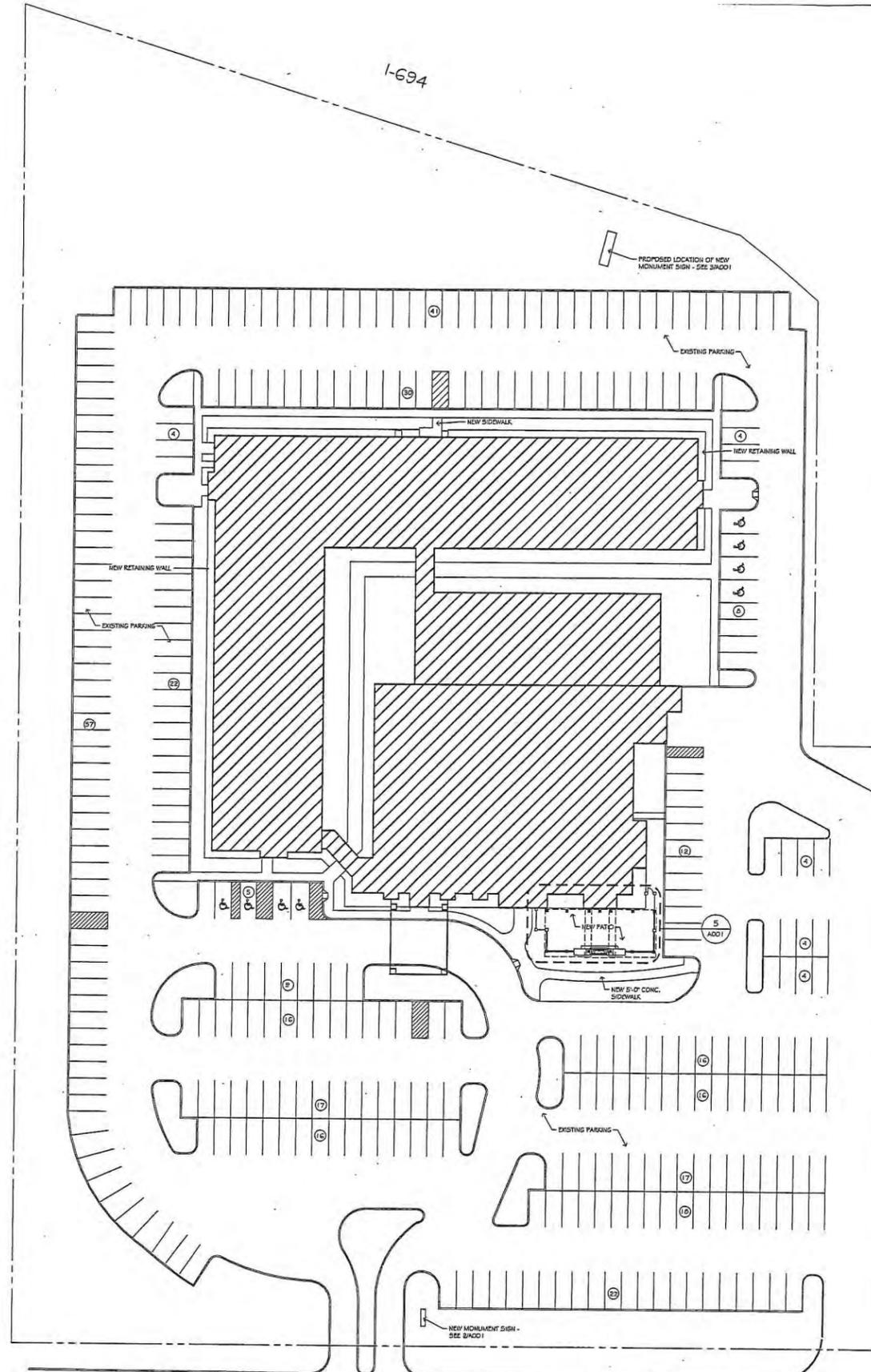
February 21, 2014

This submittal is for a revision of an existing plan in place for the Hampton Inn. The reason for requesting the changes are as follows:

The existing Hampton Inn located at 1000 Gramsie Road, Shoreview, MN will not be re-licensed as a Hampton Inn. Forstrom and Torgerson, LLP intends to reposition this asset as a BEST WESTERN PLUS. In order to upgrade the property to meet BEST WESTERN PLUS Standards a number of changes to signage are needed.

1. It is proposed to remove the current Green Mill pylon sign located along the I-694 Highway and replace it with a large monument sign displaying the presence of the BEST WESTERN PLUS Hotel, the Green Mill Restaurant, and the North Metro Meeting and Event Center. The monument sign will have a stone look base and illuminated sign faces. The attached drawings show the sign design and size.
2. It is proposed to relocate the new highway sign approximately 175 feet toward the west of the current sign location to provide a longer viewing time as vehicles approach from the east. The current sign is hidden behind trees until vehicles are nearing the sign location on their right side resulting in a short viewing time. It represents a potential hazard to drivers in reaction time for deciding upon taking the exit ramp to Lexington Avenue.
3. Signage for the building is to be changed to reflect the change to BEST WESTERN PLUS.
4. Signage for the Green Mill is to be changed due to a building façade change.
5. A smaller version of the I-694 monument sign is proposed for the parking lot entrance off of Gramsie Road.
6. The new entry sign above will replace the small Green Mill monument sign currently located at the shared drive with the adjacent Hilton Garden Inn. That sign will be removed.
7. One other sign that has a proposed change is the existing Off-Site Advertising pylon sign located at the intersection of I-694 and Lexington Avenue. It is currently a Hampton Inn sign occupying an easement at that site. A copy of the easement agreement is included in this submittal. Due to the change from Hampton Inn to BEST WESTERN PLUS it is desired that the Off-Site sign be changed as well. As the Green Mill is an integral part of the BEST WESTERN PLUS complex, incorporating the Green Mill sign is proposed. The combined sign areas are less than the allowable sign area. See the drawings for configuration.

ACKNOWLEDGEMENT IS MADE THAT: Delbert N. Sheets, Project Manager, Cities Edge Architects LLC prepared and is responsible for this application and has read and discussed by email the City's sign code with Kathleen Castle, City Planner.



1 SITE PLAN  
 1" = 25'-0"

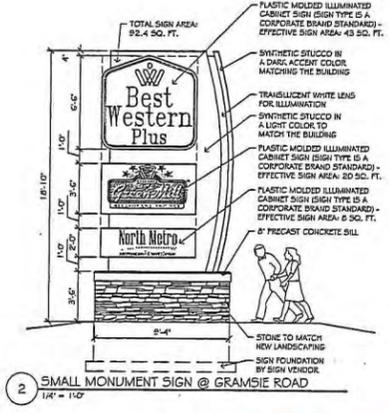


GRAMSIE ROAD

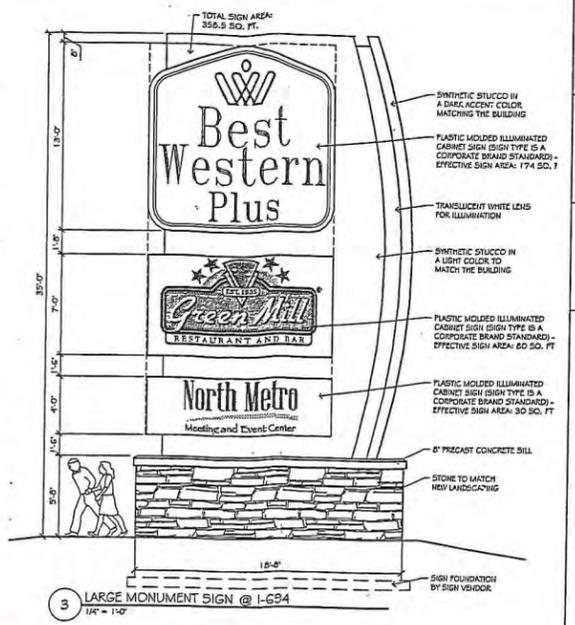
**PARKING REQUIREMENTS**

NUMBER OF GUESTROOMS:	115
NOTE: EMPLOYEES:	12 MAX. SHIFT NUMBER
GREEN MILL EMPLOYEES:	22 MAX. SHIFT NUMBER INCLUDING DURING SANGLITS
OCCUPANCY @ BANQUET ROOM:	50 (BASED ON 1/3 OF 270 OCCUPANTS)
OCCUPANCY @ GREEN MILL + PATIO:	27 (BASED ON 1/3 OF 225 OCCUPANTS)
TOTAL NUMBER OF SPACES REQUIRED:	343
NUMBER OF SPACES PROVIDED:	342

THERE IS A STANDING AGREEMENT TO SHARE THE PARKING WITH THE HILTON GARDEN INN NEXT DOOR.



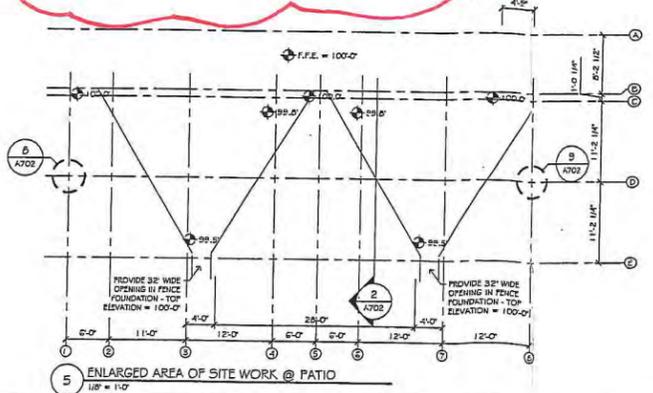
2 SMALL MONUMENT SIGN @ GRAMSIE ROAD  
 1/4" = 1'-0"



3 LARGE MONUMENT SIGN @ I-694  
 1/4" = 1'-0"



4 OFF-SITE PYLON SIGN @ I-694 & LEXINGTON AVE  
 1/4" = 1'-0"



5 ENLARGED AREA OF SITE WORK @ PATIO  
 1/8" = 1'-0"

**CITIES EDGE ARCHITECTS**  
 110 Fibbers Ave NW, Wadena, MN 56277  
 Phone: 828-226-7778 Fax: 828-226-8873  
 www.CitiesEdgeArchitects.com

Continuation Scale

MARK	DATE	DESCRIPTION
DATE ISSUED:	xx/xx/2014	
ISSUE PHASE:	PRELIMINARY	
PROJECT TITLE:	BEST WESTERN PLUS - SHOREVIEW	
PROJECT OWNER:	TORGERSON PROP.	
PROJECT LOCATION:	SHOREVIEW, MN	
SHEET TITLE:	ARCHITECTURAL SITE PLAN	
SCALE:	AS NOTED	
PROJECT NUMBER:	25595	
SHEET NUMBER:	A001	

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Date: 3/18/2014

To: Delbert Sheets

Re: Parking on the Shoreview Campus

From Julie Fuller, Julie Johnson, and Tony Donatelle

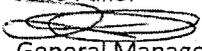
Del,

On behalf of Tom Torgerson and TPI Hospitality, we are writing you this letter in regards to the question of whether the combined properties of Hampton Inn, Hilton Garden Inn and the Green Mill have enough parking stalls on our campus. As the General Manager team for the campus, in our extensive experience, we truly have not seen any issue with not having enough parking for our guests. With the exception of the Back to the 50's weekend, which we work with the city and our neighbors to best accommodate. We see that during high occupancy for both hotels and a full restaurant there always exists sufficient parking. In addition, we never see the street used in front of our campus for parking similar to what we frequently see on Gramsie Rd to our west.

In closing, with a combined 32 years of experience on this Campus we feel we currently have and will continue to have ample parking to accommodate all of our guests. We hope this is helpful and will be more than happy to provide any further information that may be useful.

Sincerely,

Julie Fuller

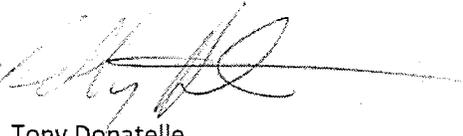
  
General Manager

Hampton Inn

  
Julie Johnson

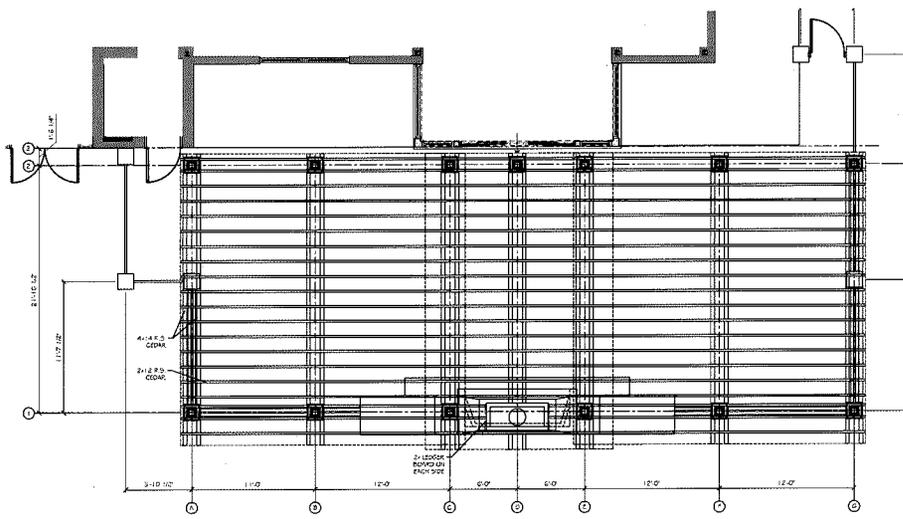
General Manager

Hilton Garden Inn

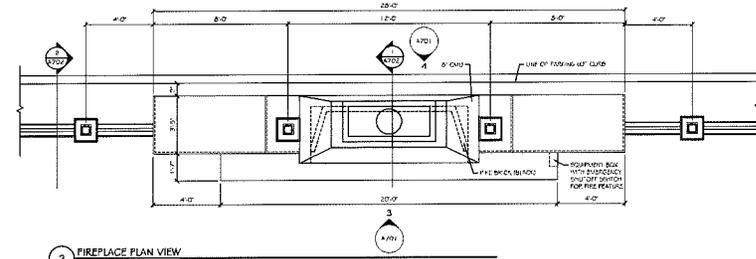
  
Tony Donatelle

General Manager

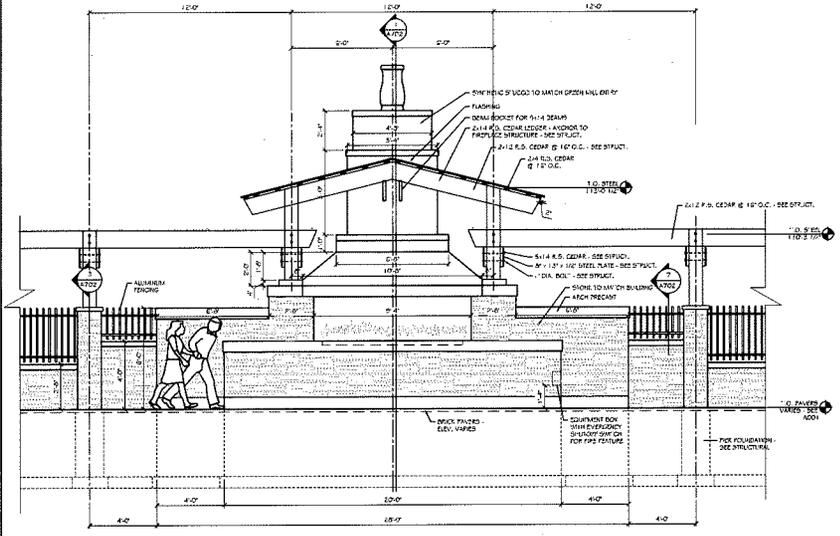
Green



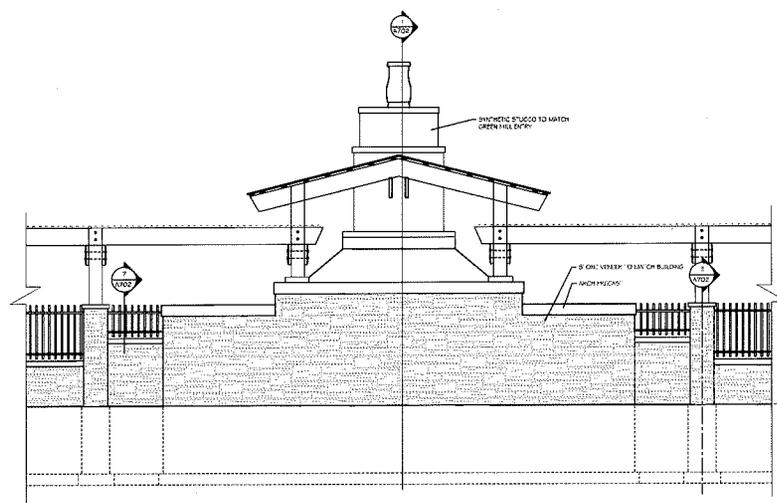
1 PATIO REFLECTED CEILING PLAN  
 1/8" = 1'-0"



2 FIREPLACE PLAN VIEW  
 3/8" = 1'-0"

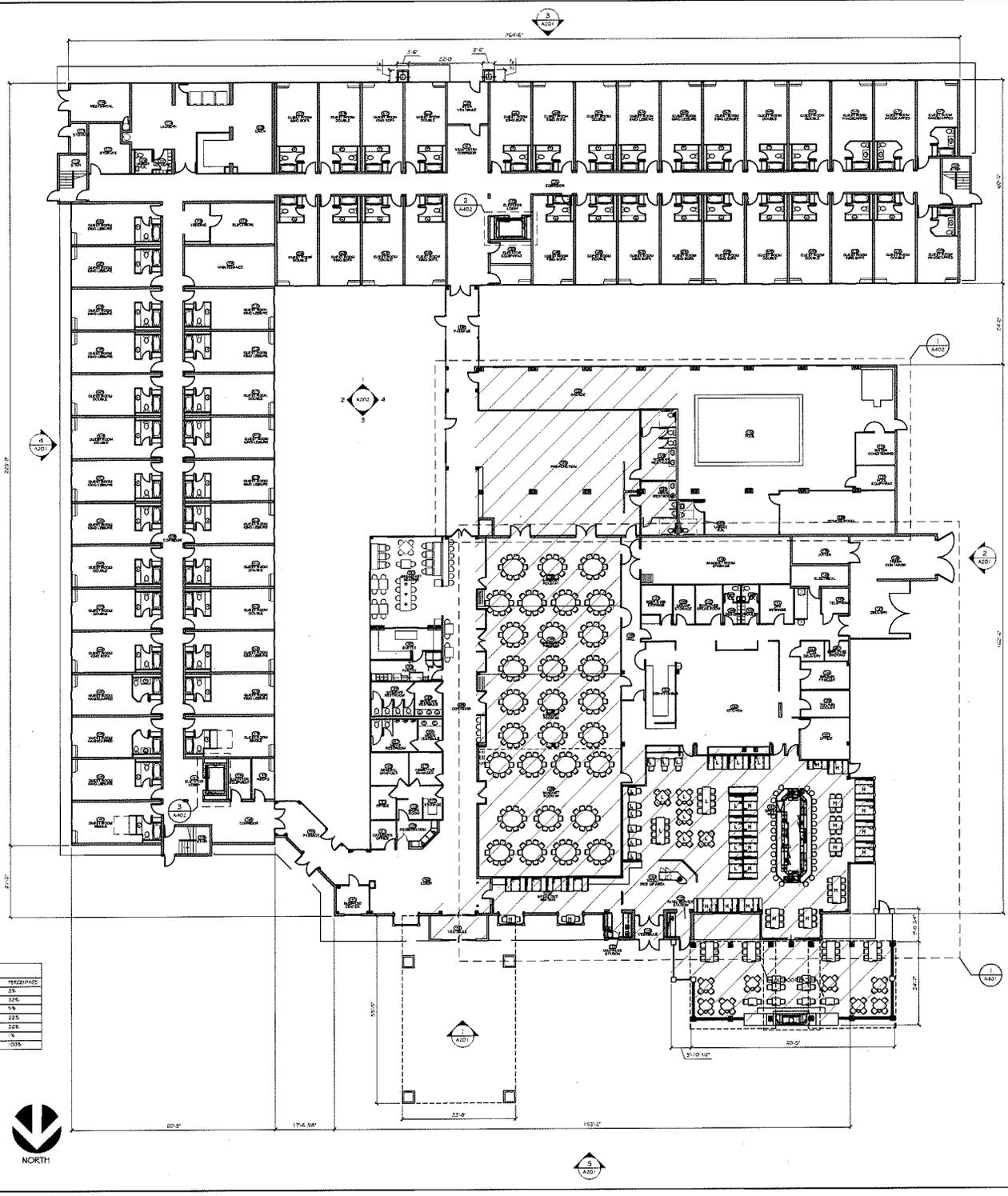


3 FIREPLACE ELEVATION  
 3/8" = 1'-0"



4 FIREPLACE ELEVATION - PARKING LOT SIDE  
 3/8" = 1'-0"

MARK	DATE	DESCRIPTION
DATE ISSUED	xx/xx/2014	
DATE		PRELIMINARY
PROJECT TITLE	BEST WESTERN PLUS - SHOREVIEW	
PROJECT OWNER	TORGERSON PROP.	
PLOT/KEY LOCATION	SHOREVIEW, MN	
SHEET TITLE	PATIO ELEVATIONS	
SCALE:	AS NOTED	
DRAWN	25555	
CHECKED		
DATE		A701



ROOM MATRIX				
FLOOR TYPE	ISO	END	TOTAL UNITS	PERCENTAGE
SINGLE	2	2	4	13%
DOUBLE	18	20	38	124%
TRIPLE/QUAD	6	0	6	19%
LONG SUITE	17	8	25	78%
LONG SUITE	12	22	41	128%
PARKING	0	1	1	3%
100% TOTAL	55	53	115	359%

**SQUARE FOOTAGE TOTALS**  
 FIRST FLOOR: 24,810 SQUARE FEET  
 SECOND FLOOR: 26,121 SQUARE FEET

**1 FIRST FLOOR PLAN**  
 2/21/14



MARK:	DATE:	DESCRIPTION:
REV:	DATE:	DESCRIPTION:
DATE:	2/21/2014	
PROJECT:	PRELIMINARY	
PROJECT TITLE:	BEST WESTERN PLUS - SHOREVIEW	
PROJECT OWNER:	TORGERSON PROP.	
PROJECT LOCATION:	SHOREVIEW, MN	
SHEET TITLE:	FIRST FLOOR PLAN	
SCALE:	AS NOTED	
DATE:	2/25/14	
BY:	AIO	

THE ARCHITECT'S OBLIGATION IS LIMITED TO THE SERVICES SPECIFICALLY SET FORTH IN THIS CONTRACT AND DOES NOT INCLUDE ANY OTHER SERVICES NOT SPECIFICALLY MENTIONED HEREIN.

*BEST WESTERN PLUS | SHOREVIEW, MN  
SIGNAGE - NEW SIGN DESIGN*



*Perspective view from parking lot looking towards hotel and restaurant entrances on North side of building.*

*BEST WESTERN PLUS | SHOREVIEW, MN  
SIGNAGE - NEW SIGN DESIGN*



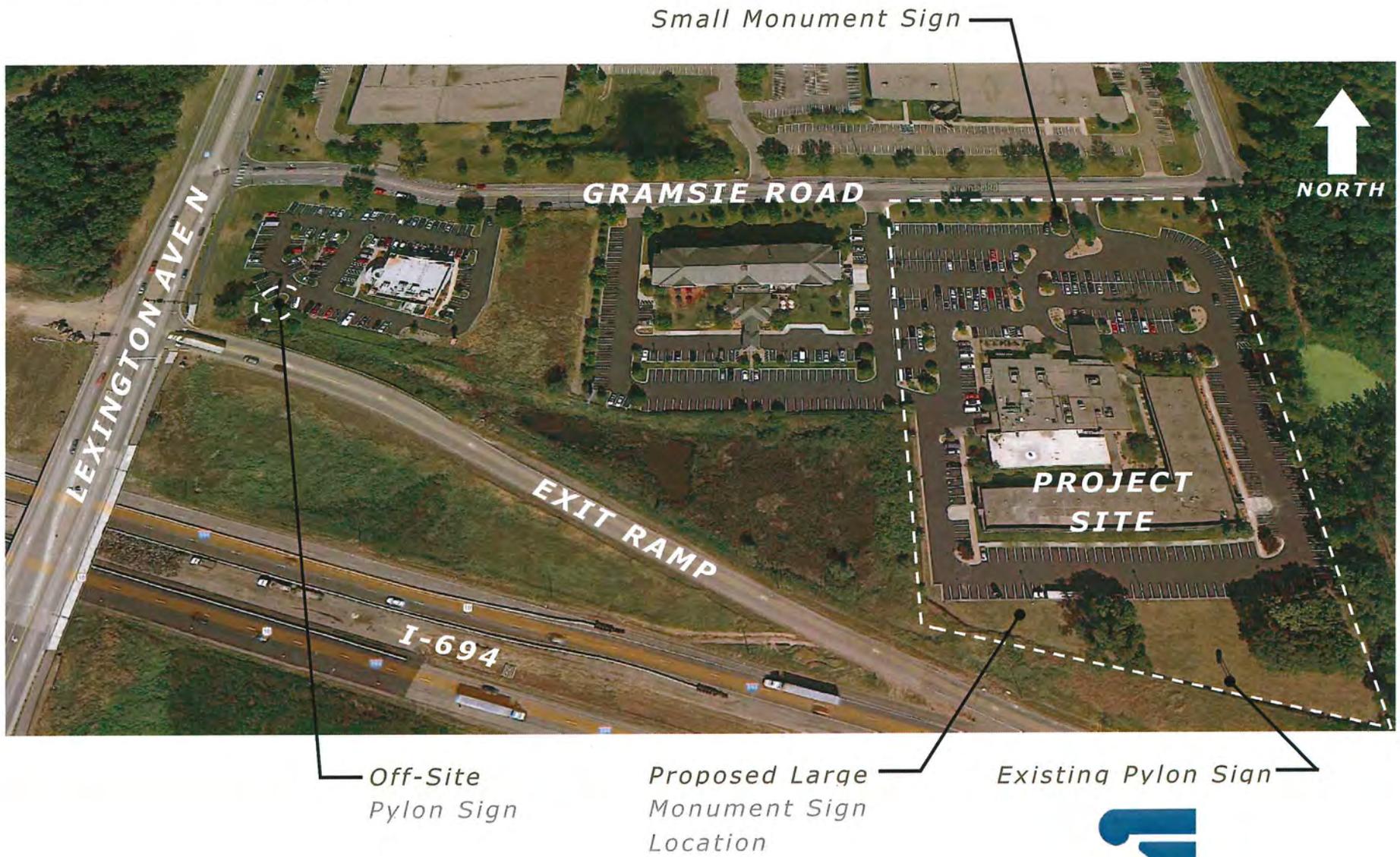
*Green Mill Restaurant sign at entrance on North side of building.  
Effective sign area 84 square feet.*

*(Refer to plans & elevations for further details)*



# BEST WESTERN PLUS | SHOREVIEW, MN

SIGNAGE - AERIAL VIEW



CEA PROJECT № 25595



CITIES **EDGE** ARCHITECTS



Robert Warwick &lt;rwarwick@shoreviewmn.gov&gt;

---

**File no 2518-14-08**

---

**Rick Current** <rcurrent@jjfd.org>

Fri, Mar 7, 2014 at 11:01 AM

Reply-To: rcurrent@jjfd.org

To: Robert Warwick &lt;rwarwick@shoreviewmn.gov&gt;

Rob,

My only comment on the Hampton Inn/Green Mill project is the obvious one about installing the outdoor patio fireplace per manufacturers guidelines.

Otherwise it looks like a nice project.

Thanks,

Rick Current

Fire Marshal

Lake Johanna Fire Department

651-481-7024

**From:** [Chris Buntjer](#)  
**To:** [Delbert Sheets](#)  
**Subject:** RE: Best Western Site Improvements - RCWD Pre-application Meeting  
**Date:** Thursday, February 13, 2014 1:21:17 PM  
**Attachments:** [image001.png](#)

---

Del,

Based on your description of the project, I have determined that a RCWD permit will not be required for your proposed reconstruction project at 1000 Gramsie Road in Shoreview, MN.

The proposed addition will disturb an area less than an acre, and includes less than 10,000 ft<sup>2</sup> of new/reconstructed impervious surface area. Additionally, no wetland impacts or floodplain fill are proposed; therefore, a RCWD permit is not required.

Please note that this decision does not indemnify you from enforcement action if the scope of the project changes, or a violation of District Rules or other laws is found to have occurred as a result of this project. Please take care to ensure that no sediments are deposited down gradient of the site, and that any soils disturbed during construction are stabilized within 14 days of project completion. Permits may be required from other agencies including, but not limited to, the City of Shoreview.

Thank you,  
Chris Buntjer, P.E.  
Technical Specialist/Permit Reviewer  
763-398-3078



---

**From:** Delbert Sheets [<mailto:dsheets@ramaker.com>]  
**Sent:** Wednesday, February 12, 2014 2:36 PM  
**To:** Chris Buntjer  
**Subject:** RE: Best Western Site Improvements - RCWD Pre-application Meeting

Chris,

Thank you for the meeting yesterday. I enjoyed meeting both you and Nick. As requested, I am attaching the plans and aerial photo we had reviewed at our meeting. I look forward to your further review and written determination relative to permit applicability on our project.

Thanks again,

**Delbert (Del) Sheets** | Project Manager, NCARB  
**Cities Edge Architects** | 103 15th Ave NW, Suite 300, Willmar, MN 56201  
Office: 320-235-7775 | Direct: 608-644-2264 | Cell: 320-292-6653  
[dsheets@ramaker.com](mailto:dsheets@ramaker.com)  
[www.citiesedgearchitects.com](http://www.citiesedgearchitects.com)  
[www.ramaker.com](http://www.ramaker.com)

**PROPOSED MOTION**

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

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

To adopt Ordinance 920 approving the text amendments to Chapter 200, Development Code, including Section 202, Definitions, Section 210, Nuisance and Section 211.0170, Housing Code to better define standards related to safety, storage, and room function.

The recommendation is based on the following finding:

1. The proposed text changes establish a definition for combustible material, as well as minimum standard for access, storage and room function. The changes address concerns related to the health, safety, and general welfare of the resident(s) and public safety staff.

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

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

Regular City Council Meeting  
April 7, 2014

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

**FROM:** Kathleen Castle, City Planner  
Niki Hill, Economic Development and Planning Technician

**DATE:** April 4, 2014

**RE:** File No. 2520-14-10, City of Shoreview - Text Amendment, Section 211.070 – Housing Code

### **Introduction**

The City is proposing to amend Section 202 Definitions and Section 211.070, Housing Code to better define standards related to safety, storage, and room function as well as any other relevant sections. Over the past year, the City has become more cognizant of safety issues and health hazards in residences within the community. The current standards do not effectively address hoarding / garbage situations because the code does not adequately define access, regulate storage or room function. The intent of the proposed text amendment is to establish minimum standards in order to prevent conditions that may impact the health and safety of occupants and public safety personnel, such as police, fire and medical staff who may be responding to a call.

### **Proposed Text Amendment**

The proposed amendment adds the term “Combustible Material” to Section 202 Definitions, and the additions in Section 211.070 incorporate minimum standards for interior maintenance, including minimum hallway widths, access requirements, means of escape, storage and room function. As the ordinance is currently written, there are not minimum standards for staff to enforce if necessary.

A section was also added regarding the posting of dwelling units to prevent occupancy. If a dwelling or dwelling unit does not comply with the minimum standards and is found to be unfit for human habitation or otherwise dangerous to life, health, safety and property of the occupants, public safety personnel or the public welfare, the City may deem the unit uninhabitable and post it as such. If occupancy continues, legal action could be taken against the occupant, owner or person responsible for the premise.

Section 210 is also proposed to be amended by including excessive storage as a public nuisance. When said conditions exist, the City would then have the authority to abate the conditions if necessary.

### **Planning Commission Review – Public Hearing**

Notice of the public hearing was published in the City’s legal newspaper March 12, 2014. The Planning Commission held the public hearing. No comments from the public were been submitted. The Planning Commission discussed the proposed amendment and recommended some minor word changes. The Commission also discussed enforcement, which would be conducted with rental licensing inspections or in a response to a complaint received. The commission unanimously recommended approval of the proposed ordinance amendment to the City Council.

## **Recommendation**

The proposed text changes establish a definition for combustible material, as well as minimum standard for access, storage and room function. Concerns regarding the absence of such standards have been raised by Staff and the EDA with response to garbage / hoarding houses. The City's Housing and Code Enforcement Officer will review these items as the need arises and with rental licensing inspections. Staff is recommending the Commission forward a recommendation of approval to the City Council.

### Attachments:

1. Text Amendment
2. Ordinance 920
3. Motion

# Proposed Text Amendment

Underlined text is proposed for addition

~~Stricken text is proposed for deletion~~

## 202 Definitions

**202.010** Combustible Material. Materials made of or surfaced with wood, compressed paper, plant fibers, or other materials that are capable of being ignited and burned placed in dangerous proximity to or in contact with heat-producing appliances, vent connectors, gas vents, chimneys, steam and hot water pipes, and warm air ducts.

## 210 Nuisance

**210.010** Nuisance.

(A) Public Nuisance Prohibition. A person must not act, or fail to act, in a manner that is or causes a public nuisance. For purpose of this ordinance, a person that does any of the following is guilty of maintaining a public nuisance:

- (1) Annoys, offends, injures, or endangers the health, comfort, repose, morals, decency, peace, or safety of any considerable number of members of the public; or
- (2) Unlawfully interferes with, obstructs, or renders dangerous for passage a public waterway, park, square, street, alley, highway, or any other public property or right of way; or
- (3) Maintains property conditions that constitute a fire hazard or physical risk to the property or persons or otherwise dangerous to human life, public safety personnel or the public welfare.
- ~~(34)~~ Depreciates the value of the property of a considerable number of members of the public; or
- ~~(45)~~ Is declared to be a nuisance by any provision of this code, any statute, or regulation.

(B) The following are hereby declared to be public nuisances affecting health and safety:

- (1) Certain ponds, pools and accumulation of stagnant water.
- (2) Accumulation of refuse or debris.

Rev. Date 5/4/09 Ord. #849 Entire Section
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- (3) The pollution or contamination of any well or cistern, stream, lake, canal, or body of water by sewage, or industrial waste or other substance.
- (4) Of noxious weeds as defined in Minnesota Rules, parts 1505.0730, 1505.0732, and 1505.0740.
- (5) Accumulation in the open of discarded or disused machinery, household appliances, and furnishings, automobile bodies, or other material, in a manner conducive to the harboring of rats, mice, snakes or vermin, or the rank growth of vegetation among the items so accumulated, or in a manner creating fire, health or safety hazards from such accumulations.
- (6) All dangerous unguarded machinery, in any public place, or so situated or operated on private property as to attract the public.
- (7) Ice, snow, or rainwater to fall from any building or structure upon any public street or sidewalk, or to direct any rainwater or water from ice melt or snow melt so as to flow across any public sidewalk.
- (8) Any well, hole or excavation left uncovered or in such other condition as to constitute a hazard to a child or other person, being or coming upon the premises where the same is located.
- (9) Hazardous buildings, subject to the provision of State Statute 463.16.
- (10) Privy vaults and garbage cans which are not rodent-free or fly tight, or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors.
- (11) Dense smoke, noxious fumes, gas, soot or cinders in unreasonable quantities.
- (12) Any offensive trade or business as defined by statute not operating under local license.
- (13) All trees, hedges, billboards, or other obstructions, which prevent people from having a clear view of all traffic approaching an intersection.
- (14) All wires and limbs of trees, or other objects that are so close to the surface of a sidewalk, trail or street as to constitute a danger to pedestrians or vehicles.
- (15) Obstructions and excavations affecting the ordinary public use of streets, alleys, sidewalks, trails or public grounds, except under conditions permitted by this ordinance or other applicable law.

- (16) Any barbed wire fence located less than six (6) feet above the ground and within three (3) feet of a public sidewalk or way.
- (17) Wastewater cast upon or permitted to flow upon streets or other public property.
- (18) Obstruction to the free flow of water in a natural waterway or public stormwater system, gutter or ditch with trash or other materials.
- (19) The depositing of garbage or refuse on a public right-of-way or on adjacent private property.

(20) Shade Tree Nuisances.

- a. Any living or standing tree(s) to any degree with a shade tree disease or Plant Pest.
- b. Any logs, branches, stumps, or other parts of any dead or dying tree so infected unless such parts have been fully burned or treated under the direction of the City Manager.
- c. Any standing dead trees or limbs on public or private property which may threaten human health or property.

(21) Illicit discharges or connections to the MS4 or storm drainage system.

(22) The overcrowding of a room or portion of a dwelling with long-term storage of items, goods, or any material so as to prevent upkeep, maintenance, or regular housekeeping. A room may be considered overcrowded when storage covers an excessive amount of the floor area of a room, constitutes a potential excessive fire load, prevents access to windows or doors, prevents access to or obstructs mechanical systems or air movement, effectively eliminates use and access to required electrical devices, impedes access and movement of emergency personnel, blocks hallways, limits the operation of doors or provides pest harborage.

~~(2223)~~ Any other health or safety nuisance as declared by the City Council.

(C) Enforcement. The provisions of this regulation shall be enforced by the City's law enforcement agency or by such other officers, employees, or agents as designated by the City Council. Such officers, employees, or agents shall have the power to inspect private premises in accordance with law, and take all reasonable precautions to prevent the commission or

Rev. Date 3/19/12 Ord. #890
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maintenance of public nuisances. The provisions of this regulation for the abatement of nuisances shall be in addition to any other penalty or remedy provided by this code, by county ordinance, or by state statute or regulation.

**210.020**      **Abatement Procedure.**

- (A) Procedure. Except as otherwise provided in Section 210.020 (C) or 210.020 (D), whenever the officer charged with enforcement determines a public nuisance is being maintained or exists on a premise in the City, the officer shall notify in writing the owner of record or occupant of the premises of such fact and order that the nuisance be terminated and abated. The notice of violation shall specify the steps to be taken to abate the nuisance and the time within which the nuisance is to be abated. If the notice of violation is not complied with within the specified time, the official shall report that fact to the City Council. Thereafter, the City Council may, after notice to the owner or occupant and an opportunity to be heard, determine that the condition identified in the notice of violation is a nuisance and order that if the nuisance is not abated within the time prescribed by the City Council, the City may seek injunctive relief by serving a copy of the Council Order and a Notice of Motion for Summary Enforcement or, obtain an administrative search warrant for access to the premises or property has been denied, and abate the nuisance. In those cases where the nuisance has been recurring and can be abated by reasonable maintenance procedures, the City Council's order to abate shall be effective for up to two (2) years.
- (B) Notice. Written notice of the violation, notice of the time, date, place and subject of any hearing before the City Council; notice of the City Council Order; and Notice of Motion for Summary Enforcement hearing shall be served by a peace officer or a designated official on the owner of record or occupant of the premises, either in person or by certified or registered mail. If the premise is not occupied, the owner of record is unknown, or if the owner of record or occupant refuses to accept notice, notice of the violation shall be served by posting it on the premises.
- (C) Emergency Procedure/Summary Enforcement. In cases of an emergency where delay will permit a continuing nuisance to unreasonably endanger public health, safety or welfare, the City may order summary enforcement and abate the nuisance. To proceed with summary enforcement, the officer or designated official shall determine that a public nuisance exists or is being maintained on the premise in the City and that the delay in abatement will unreasonable endanger public health, safety or welfare. The officer or designated official shall make a reasonable attempt to notify in writing the occupant or owner of the premises of the nature of the nuisance, whether public health, safety or welfare will be unreasonably endangered by delay in abatement required to complete the procedures set forth in subdivision 210.020(A) and may order that the nuisance be immediately terminated or

abated. If the nuisance is not immediately terminated or abated, the City may order summary enforcement and abate the nuisance.

- (D) Immediate Abatement. Nothing in this section shall prevent the City, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.
- (E) Judicial Remedy. Nothing in this section shall prevent the City from seeking a judicial remedy when no other adequate administrative remedy exists.

**210.030**

**Recovery of Cost.**

- (A) Record of Abatement Cost. The City Manager or his/her designee shall keep a record of the costs of abatements, including administrative costs, done under this ordinance and shall report monthly all work done to the appropriate officer for which assessments are to be made, stating and certifying the description of the land, lots, parcels involved and the amount assessable to each.
- (B) Personal Liability. The owner of premises on which a nuisance has been abated by the City, or a person who has caused a public nuisance on property not owned by that person shall be personally liable for the cost of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Clerk or other City official shall prepare a bill for the cost and mail it to the owner. Thereupon, the amount shall be immediately due and payable at the City's administrative office.
- (C) Assessment. After notice and hearing as provided in Minnesota Statutes Section 429.061, as it may be amended from time to time, if a nuisance is a public health or safety hazard on private or public the City Clerk shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other such charges as well as other charges for current services to be assessed under Minnesota Statutes, Section 429.101 against each separate lot or parcel to which the charges are attributable. The City Council may then spread the charges against the property under the provisions of Minnesota statutes Section 429 and any other pertinent Statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the City Council may determine in each case.

## **211 Property Maintenance**

### **211.005 General Provisions**

- (A) Scope. The provisions of this code shall apply to residential and non-residential properties and constitutes the minimum requirements and standards for the premises and structures located on the premises.
- (B) Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this Code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Section. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

### **211.070 Housing Code**

- (A) Purpose. The purpose of the Housing Code is to establish a minimum level of maintenance standards for all housing and residential accessory structures in the City in order to:
- (1) Protect the character, value and stability of residential properties within the City.
  - (2) Correct and prevent housing conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying dwellings within the City.
  - (3) Provide minimum standards necessary to the health and safety of occupants of the buildings.
  - (4) Provide minimum standards for the maintenance of existing residential buildings, and to thus prevent deterioration and blight.
  - 5) Correct and prevent unsafe or deficient housing conditions which are a fire hazard or a physical risk to the property or persons or otherwise dangerous to human life, public safety personnel or the public welfare.
- (B) Applicability and Scope. This Housing Code shall apply to exterior and interior area of all residential properties in the City. The construction, repair, alteration and maintenance of residential property shall comply with the provisions of this Code and other applicable sections of the Shoreview Municipal Code including the Building Code, the Fire Code and the Development Ordinance.
- (D) Interior of Structures. The interior of residential structures, including common areas of multi-family dwellings in the City shall comply with the following standards:

- (1) Interior Walls, Floors, Ceiling and Woodwork. Interior walls, floors, ceilings and associated woodwork or trim must be maintained in a sound condition and in workmanlike repair. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.
- (2) Hallways. The width of hallways shall be not less than 36 inches. The height of hallways shall not be less than 7 feet nominal, with clearance below projections from the ceiling of not less than 6 feet and 8 inches nominal, except existing approved hallways shall be permitted to continue ~~its~~ use as a hallway.
- (3) Number of Means of Escape. In any dwelling or dwelling unit of two rooms or more, means of escape shall be provided in accordance with the following:
  - a. Primary Means of Escape. Every sleeping room and living area shall have a primary means of escape. This escape shall be a door, stairway or ramp providing a means of unobstructed travel with a minimum of three feet (3') unobstructed travel path from the egress and exit to the outside of the dwelling unit or street ground level.
  - b. Secondary Means of Escape. ~~Except as provided in (D)(3)(c),~~ Every sleeping room shall have a secondary means of escape which shall be a door, stairway or ramp or window with a minimum of three feet (3') unobstructed travel path from the egress and exit to the outside of the dwelling unit or street ground level, or an outside window conforming to the requirements of the Minnesota State Building Code.
  - c. ~~Except that a~~ A secondary means of escape shall not be required when there is a door leading directly to the outside of the building at or to ground level; or when the dwelling unit is protected by an approved automatic sprinkler system; or when there is an existing approved means of escape.
  - d. Doors and windows that provide the primary and/or secondary means of escape shall be immediately accessible and must be operable and able to open freely and completely.
- (4) Access.
  - a. Where access is permitted by way of windows, the windows shall be arranged and maintained so as to be easily opened.
  - b. There shall be no obstructions by railings, barriers or gates that divide the open space into sections appurtenant to individual rooms, apartments or other occupied spaces.
  - c. In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed with a minimum of three feet (3')

unobstructed travel path. Means of egress shall be accessible to the extent necessary to ensure reasonable safety for occupants having impaired mobility.

- (5) Stairs and walking surfaces. Every stair, ramp, landing or other walking surface, including carpeting and other surfaces shall be maintained in sound condition and good repair and not be ~~of~~ a tripping hazard.
- (6) Plumbing systems. Plumbing systems shall be maintained in good working order, and must be kept free from obstructions, leaks and defects.
- (7) Connected to water and sewer system. Kitchen sinks, lavatory basins, bathtubs, or showers and water closets shall be properly connected to either the municipal water and sewer system or to an approved private water and sewer system, and shall be supplied with hot and cold running water.
- (8) Heating Facilities. Single and multiple family dwellings shall have heating facilities which are safely maintained and in good working condition, ~~and that sSaid~~ facilities shall be capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein. The heating facilities shall be capable of maintaining a minimum room temperature of seventy (70) degrees Fahrenheit (twenty-one (21) degrees Celsius) at three (3) feet above the floor in all habitable rooms including bathrooms and under all weather conditions.
- (9) Electrical service, outlets, and fixtures. Residential structures and dwelling units shall be supplied with electrical service that is adequate to safely meet the electrical needs of the structure and dwelling units in accordance with the provisions of the Building Code. Electrical outlets and fixtures shall be maintained and connected to the source of electrical power in accordance with the provisions of the Building Code.
- (10) Light and ventilation. No owner shall use or occupy or allow another to use or occupy any residential structure, including common areas of multi-family dwellings, for the purpose of living, sleeping, cooking, and/or eating therein which does not comply with the provisions of the Building Code for light and ventilation. Lighting and ventilation shall be maintained in sound condition and workmanlike repair.
- (11) Fire safety. No owner shall use or occupy or allow another to use or occupy any residential structure, including common areas of multi-family dwellings which does not comply with the applicable provisions of the Uniform Fire Code and all accepted standards for safety from fire.
  - a. Smoke Alarms: Single or multiple-station smoke alarms shall be installed and maintained in accordance with International Fire Code Section 907.2.10 and Minnesota State Statute 299F.362.
  - b. Carbon Monoxide Detectors: Every single-family dwelling and every multifamily dwelling unit shall be provided with an approved and fully operational

carbon monoxide alarm within ten (10) feet of each room lawfully used for sleeping purposes in accordance with Minnesota Statutes 299F.050 and .051.

(12) Cleanliness. Residential structures, including common areas of multi-family dwellings, and dwelling interiors shall be maintained in clean and sanitary condition, free of accumulations of combustible materials, garbage and refuse so as not to breed insects and rodents, produce dangerous gases, odors and bacteria, mold or other unsanitary conditions, or create a fire hazard.

(13) Common Solid Waste Disposal Facilities. Interior solid waste disposal facilities designed for common use by occupants of multi-family residential structures shall be maintained in sound condition and workmanlike manner. Waste shall be disposed of in a timely manner to prevent the accumulation of garbage and refuse.

(14) Elevators and Related Devices. Elevators shall be maintained in accordance with Minnesota Rules Chapter 1307, Elevators and Related Devices.

(E) Extermination.

(1) Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

(2) Owner. The owner of any structure shall be responsible for extermination within the structure or dwelling unit prior to renting or leasing the structure.

(F) Interior Storage

(1) Combustible materials shall not be stored within three feet (3') of open flame heat sources such as furnaces, water heaters, woodstoves and fireplaces.

(2) Clearance between other heat or flame sources and combustible materials shall be maintained in a manner that does not constitute a fire hazard.

(3) Combustible materials shall not be stored in hallways, stairways, and landings unless a minimum of three feet (3') unobstructed travel is provided.

(4) Rooms within the dwelling unit, other than those identified in 211 (G) below may be used for storage purposes provided a minimum of three feet (3') unobstructed travel is provided to doors and windows.

(5) Storage shall be maintained 2-feet or more below the ceiling.

(G) Room Function. Interior storage shall not interfere with the primary function of the following rooms: kitchen, bathroom(s), living room, hallways, bedrooms that are used for sleeping purposes.

(1) Kitchen. The dwelling unit shall have permanently installed cooking (oven and stove), and refrigerator, including freezer, that is in safe operating condition.

(FH) Housing and Code Enforcement Officer. It shall be the duty of the City Manager to enforce the provisions of ~~this~~ code.

(GI) Inspections. The Housing and Code Enforcement Officer shall be authorized to make or cause to be made inspections to determine the condition of dwellings and premises in the City under this code in order to safeguard the health, safety and welfare of the public. The Housing and Code Enforcement Officer, or his designated representatives, shall be authorized to enter any dwelling or premises at any reasonable time for the purpose of performing his duties under this code. If the owner, operator or person in possession of the dwelling shall refuse to consent to the inspection and there is probable cause to believe that a violation exists within the particular structure, a search warrant may be obtained.

(HJ) Access by owner or operator. Every occupant of a dwelling shall give the owner or operator thereof, or his agent or employee, access to any part of such dwelling unit, rooming unit or its premises, at reasonable times, for the purpose of affecting inspection and maintenance, making such repairs, or making such alterations as are necessary to comply with the provisions of this code.

(HK) Compliance orders.

(1) Whenever the Enforcement Officer determines that any dwelling, dwelling unit or rooming unit in the City under this code, or the premises surrounding any of these, fails to meet the provisions of this code, he may issue a compliance order setting forth the violations of the code and ordering the owner, occupant, operator or agent to correct such violations. This compliance order shall:

(a) Be in writing.

(b) Describe the location and nature of the violations of this code.

(c) Establish a time for the correction of such violation.

(d) Be served upon the owner, his agent or the occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner, agent or upon any such occupant, if a copy thereof is:

(i) Served upon him personally, or

(ii) Sent by registered or certified mail to his last known address or

(iii) Upon failure to effect notice through (i) or (ii) above, as set out in this section, posted at a conspicuous place in or about the property which is affected by the notice.

**Rev. Date**  
**6/5/06**  
**Ord. #798**

(2) Transfer of Ownership. It shall be unlawful for the owner of any property, dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of said property, dwelling or structure to another until the provisions of the compliance order or notice of violation have been complied with or until such owner shall first furnish the grantee, transferee, mortgagee, or lessee a true copy of any compliance order or notice of violation issued by the City and shall furnish to the City a signed and notarized statement from the grantee, transferee, mortgagee, or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

~~(3) Misdemeanor. Any property owner who fails to satisfy the conditions of 211.070 may be charged with a misdemeanor.~~

~~(L) Posted to Prevent Occupancy. Whenever any dwelling or dwelling unit does not comply with the minimum standards of Section 211.070 and is found to be unfit for human habitation and otherwise dangerous to life, health, safety and welfare of the occupants, public safety personnel or the public welfare, the dwelling or dwelling unit shall be posted with a placard by the City Manager to prevent occupancy. Any person who occupies a placarded premises, and the owner or any person responsible for the premises, who allows occupancy of the placarded premises shall be liable for the penalties provided by this code.~~

Underlined text is proposed for addition

Stricken text is proposed for deletion

## ORDINANCE NO. 920

### AN ORDINANCE TO AMEND CHAPTER 200 OF THE MUNICIPAL CODE

The Shoreview City Council ordains that Chapter 200, Development Code is hereby amended as follows: Section 202 Definitions and Section 211.070, Housing Code. The intent of the proposed amendment is to better define standards related to safety, storage, and room function.

The amendment hereby follows:

#### CHAPTER 200 - SHOREVIEW DEVELOPMENT CODE

##### 202.010 Definitions

Combustible Material. Materials made of or surfaced with wood, compressed paper, plant fibers, or other materials that are capable of being ignited and burned placed in dangerous proximity to or in contact with heat-producing appliances, vent connectors, gas vents, chimneys, steam and hot water pipes, and warm air ducts.

##### 210.010 Nuisance

A) Public Nuisance Prohibition. A person must not act, or fail to act, in a manner that is or causes a public nuisance. For purpose of this ordinance, a person that does any of the following is guilty of maintaining a public nuisance:

(3) Maintains property conditions that constitute a fire hazard or a physical risk to the property or persons or otherwise dangerous to human life, public safety personnel or the public welfare.

(34) Depreciates the value of the property of a considerable number of members of the public; or

(45) Is declared to be a nuisance by any provision of this code, any statute, or regulation.

(B) The following are hereby declared to be public nuisances affecting health and safety:

(22) The overcrowding of a room or portion of a dwelling with long-term storage of items, goods, or any combustible materials so as to prevent upkeep, maintenance, or regular housekeeping. A room may be considered

overcrowded when; interior storage covers an excessive amount of the floor area of a room, constitutes a potential excessive fire load, prevents access to windows or doors, prevents access to or obstructs mechanical systems or air movement, effectively eliminates use and access to required electrical devices, impedes access and movement of emergency personnel, blocks hallways, limits the operation of doors or provides pest harborage.

(232) Any other health or safety nuisance as declared by the City Council.

**211.070 Housing Code**

(A) Purpose. The purpose of the Housing Code is to establish a minimum level of maintenance standards for all housing and residential accessory structures in the City in order to:

(1) Protect the character, value and stability of residential properties within the City.

(5) Correct and prevent unsafe or deficient housing conditions which are a fire hazard or a physical risk to the property or persons or otherwise dangerous to human life, public safety personnel or the public welfare.

(B) Applicability and Scope. This Housing Code shall apply to exterior and interior area of all residential properties in the City. The construction, repair, alteration and maintenance of residential property shall comply with the provisions of this Code and other applicable sections of the Shoreview Municipal Code including the Building Code, the Fire Code and the Development Ordinance.

(D) Interior of Structures. The interior of residential structures, including common areas of multi-family dwellings in the City shall comply with the following standards:

(2) Hallways. The width of hallways shall be not less than 36 inches. The height of hallways shall not be less than 7 feet nominal, with clearance below projections from the ceiling of not less than 6 feet and 8 inches nominal, except existing approved hallways shall be permitted to continue ~~its~~ use as a hallway.

(3) Number of Means of Escape. In any dwelling or dwelling unit of two rooms or more, means of escape shall be provided in accordance with the following:

a. Primary Means of Escape. Every sleeping room and living area shall have a primary means of escape. This escape shall be a door, stairway or ramp providing a means of unobstructed travel with a minimum of three feet (3')

unobstructed travel path from the egress and exit to the outside of the dwelling unit or street ground level.

b. Secondary Means of Escape. Except as provided in (D)(3)(c), Every sleeping room shall have a secondary means of escape which shall be a door, stairway or ramp or window with a minimum of three feet (3') unobstructed travel path from the egress and exit to the outside of the dwelling unit or street ground level, or an outside window conforming to the requirements of the Minnesota State Building Code.

c. ~~Except that a~~ A secondary means of escape shall not be required when there is a door leading directly to the outside of the building at or to ground level; or when the dwelling unit is protected by an approved automatic sprinkler system; or when there is an existing approved means of escape.

d. Doors and windows that provide the primary and/or secondary means of escape shall be immediately accessible and must be operable and able to open freely and completely.

(4) Access.

c. In every occupied building or structure, means of egress from all parts of the building shall be maintained free and unobstructed with a minimum of three feet (3') unobstructed travel path. Means of egress shall be accessible to the extent necessary to ensure reasonable safety for occupants having impaired mobility.

(5) Stairs and walking surfaces. Every stair, ramp, landing or other walking surface, including carpeting and other surfaces shall be maintained in sound condition and good repair and not be of a tripping hazard.

(8) Heating Facilities. Single and multiple family dwellings shall have heating facilities which are safely maintained and in good working condition, ~~and that~~ Said facilities shall be capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein. The heating facilities shall be capable of maintaining a minimum room temperature of seventy (70) degrees Fahrenheit (twenty-one (21) degrees Celsius) at three (3) feet above the floor in all habitable rooms including bathrooms and under all weather conditions.

(12) Cleanliness. Residential structures, including common areas of multi-family dwellings, and dwelling interiors shall be maintained in clean and sanitary condition, free of accumulations of combustible materials, garbage and refuse so as not to breed insects and rodents, produce dangerous gases, odors and bacteria, mold or other unsanitary conditions, or create a fire hazard.

(F) Interior Storage

- (1) Combustible materials shall not be stored within three feet (3') of open flame heat sources such as furnaces, water heaters, woodstoves and fireplaces.
- (2) Clearance between other heat or flame sources and combustible materials shall be maintained in a manner that does not constitute a fire hazard.
- (3) Combustible materials shall not be stored in hallways, stairways, and landings unless a minimum of three feet (3') unobstructed travel is provided.
- (4) Rooms within the dwelling unit, other than those identified in 211 (G) below may be used for storage purposes provided a minimum of three feet (3') unobstructed travel is provided to doors and windows.
- (5) Storage shall be maintained 2-feet or more below the ceiling.

(G) Room Function. Interior storage shall not interfere with the primary function of the following rooms: kitchen, bathroom(s), living room, hallways, bedrooms that are used for sleeping purposes.

- (1) Kitchen. The dwelling unit shall have permanently installed cooking (oven and stove), and refrigerator, including freezer, that is in safe operating condition.

(FH) Housing and Code Enforcement Officer. It shall be the duty of the City Manager to enforce the provisions of ~~this~~ code.

(GI) Inspections. The Housing and Code Enforcement Officer shall be authorized to make or cause to be made inspections to determine the condition of dwellings and premises in the City under this code in order to safeguard the health, safety and welfare of the public. The Housing and Code Enforcement Officer, or his designated representatives, shall be authorized to enter any dwelling or premises at any reasonable time for the purpose of performing his duties under this code. If the owner, operator or person in possession of the dwelling shall refuse to consent to the inspection and there is probable cause to believe that a violation exists within the particular structure, a search warrant may be obtained.

(HJ) Access by owner or operator. Every occupant of a dwelling shall give the owner or operator thereof, or his agent or employee, access to any part of such dwelling unit, rooming unit or its premises, at reasonable times, for the purpose of affecting inspection and maintenance, making such repairs, or making such alterations as are necessary to comply with the provisions of this code.

(HK) Compliance orders.

- ~~(3) Misdemeanor. Any property owner who fails to satisfy the conditions of 211.070 may be charged with a misdemeanor.~~

(L) Posted to Prevent Occupancy. Whenever any dwelling or dwelling unit does not comply with the minimum standards of Section 211.070 and is found to be unfit for human habitation and otherwise dangerous to life, health, safety and welfare of the occupants, public safety

personnel or the public welfare, the dwelling or dwelling unit shall be posted with a placard by the City Manager to prevent occupancy. Any person who occupies a placarded premises, and the owner or any person responsible for the premises, who allows occupancy of the placarded premises shall be liable for the penalties provided by this code.

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

Publication Date. Published on or after April 16, 2014.

SEAL

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Sandra C Martin, Mayor

3. The use is in harmony with the general purposes and intent of the Development Code and Comprehensive Plan.

VOTE: Ayes - 5 Nays - 0

**PUBLIC HEARING-TEXT AMENDMENT-HOUSING CODE**

**FILE NO: 2520-14-10**  
**APPLICANT: CITY OF SHOREVIEW**  
**LOCATION: CITY WIDE**

**Presentation by City Planner Kathleen Castle**

The proposed text amendment would be to Housing Code Sections 202 and 211.070 to address the following:

- Further define standards related to safety for access and egress, interior storage, and room function as well as any other relevant sections
- Establish minimum standards in order to prevent conditions that may impact the health and safety of occupants and public safety personnel, such as police, fire and medical staff who may be responding to a call

Language is added to Section 202 to define combustible material. Language is added to Section 211.070 as follows:

- (D)(3) and (4) Means of Escape and Access - clarify minimum 3-foot width for cleared space
- (F) Interior Storage - identify minimum standards for the storage of combustible materials
- (G) Establish standard related to room function
- (L) Dwelling unit can be posted to prevent occupancy if the unit is un fit for human habitation or deemed dangerous to the life, health and safety of occupants, public safety personnel or the public welfare

These proposed standards reflect practices used in hoarding situations. Enforcement of these standards would be through the rental licensing inspection process, or if a complaint is received.

Notice was published in the City's legal newspaper on March 12, 2014. No comments have been received in response to the notice. Staff is recommending the text amendments be forwarded to the City Council for approval.

Ms. Castle noted the comments received from Commissioner Proud, which are intended to better clarify the language.

City Attorney Kelly stated that proper notification has been made for the public hearing.

Chair Solomonson opened the public hearing and requested public comments three times. There were no comments or questions.

MOTION: by Commissioner Ferrington, seconded by Commissioner Thompson to close the public hearing.

VOTE: Ayes - 5 Nays - 0

**Commission Discussion:**

Commissioner Ferrington asked if the language proposed is similar to other communities. Ms. Castle stated the escape/access space was adopted previously, working with the Lake Johanna Fire Department. What is added now includes the dimension of the cleared space.

Most other communities do not have regulations regarding interior storage or room functions. The intent is for residents to understand expectations.

Commissioner McCool referred to the provision for unobstructed cleared space. Under Interior Storage (3) and (4), the same term, "cleared space" should be used. He questioned the provision under kitchen to require a refrigerator/freezer. There may be people who do not cook and eat out. Ms. Castle stated that if there is no health of life safety issue, the home would not be posted uninhabitable. This provision could be enforced with rental properties if a refrigerator/freezer A unit may malfunction and a tenant has no place for cold food storage.

Chair Solomonson expressed concern about accessing a window for escape if there is a table in front of it or a large shrub on the other side of it. He asked the definition of "cleared space". Ms. Castle explained that the size table or obstruction would be left to the discretion of the Enforcement Officer. The addition of stipulating a 3-foot clearance is to better define the requirement. Outside vegetation is not addressed.

Chair Solomonson stated that Commissioner Proud's comments are clarifying and he would like to see them included.

Commissioner McCool offered the following changes:

- (8) Heating Facilities - a period was added, and the next sentence starts with "Said." A word needs to be added to the sentence.
- Under F. Interior Storage (1), he would add wood stoves to the list.

MOTION: by Commissioner McCool, seconded by Commissioner Ferrington, to recommend the City Council approve the text amendments to Chapter 202, Definitions and Chapter 211.0170, Housing Code, of the Municipal Code to better define standards related to safety, storage, and room function. City staff shall incorporate the comments of the Planning Commissions, including the comments from Commissioner Proud, into revised text before it is presented to the City Council.

The recommendation is based on the following finding:



**PROPOSED MOTION**

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

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

To adopt Resolution No. 14-19 supporting Ramsey County's request for State funding for TCAAP road improvements.

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

Regular Council Meeting  
April 7, 2014

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: APRIL 4, 2014**

**SUBJECT: RESOLUTION OF SUPPORT FOR RAMSEY COUNTY TRANSPORTATION  
IMPROVEMENT FOR TCAAP**

### **INTRODUCTION**

Ramsey County has requested that cities surrounding the TCAAP property adopt resolutions supporting their request to the State legislature for transportation improvement funding for the TCAAP development. Attached is a resolution supporting State funding for specific transportation improvements at the TCAAP property.

### **BACKGROUND**

As the Council is aware, Ramsey County has purchased 430 acres at the Twin Cities Army Ammunition plant from the United States government and is currently in the process of cleaning up the property. The County, working cooperatively with the City of Arden Hills, is working on the redevelopment of the property and are proposing a mixed use development concept that includes commercial/industrial and a variety of housing types. This large redevelopment area is viewed as a regional benefit that will build tax base, provide jobs, and expand housing choices.

The County has asked that cities in the vicinity of the TCAAP development adopt resolutions supporting their request for State funding for interchange improvements at I-35W/CSAH 96 and I-35W/County Road H. Attached is a copy of the resolution supporting this funding request by the County.

The attached resolution supports the State funding for rebuilding the interchange at I-35W/CSAH 96 and at I-35W/County Road H. The proposed resolution also indicates that the City's support for funding for the County Road H interchange improvements is contingent on access at the 35W/County Road I interchange being maintained. The County Road I access is an important freeway access point for northern Shoreview and any significant changes to this intersection would negatively impact our residents' ability to access I-35W.

### **RECOMMENDATION**

Based on the foregoing information, it is recommended that the City Council adopt Resolution No. 14-19 supporting Ramsey County's request for State funding for TCAAP road improvements.

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF SHOREVIEW, MINNESOTA  
HELD APRIL 7, 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 April 7, 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. 14-19**

**RESOLUTION OF SUPPORT FOR RAMSEY COUNTY'S REQUEST FOR  
TCAAP ROAD IMPROVEMENTS AT 35W/HIGHWAY 96 AND 35W/COUNTY  
ROAD H**

**WHEREAS**, 430 acres of the Twin Cities Army Ammunition Plant (TCAAP) site have been purchased by Ramsey County from the United States Government for pollution remediation and redevelopment; and

**WHEREAS**, the City of Arden Hills has partnered with Ramsey County to best determine future land uses that will serve residents of the City and region well into the future, and

**WHEREAS**, redevelopment of this site will build new tax base, create living wage jobs, and meet regional housing goals; and

**WHEREAS**, to assure the development of this site in a timely manner, \$35 million is needed from State funds for improvements to the interchanges at I-35W/CSAH 96, I-35/County Road H and a new intersection at Highway 96 and interior spine road on the TCAAP site; and

**WHEREAS**, the bridge at 35W/Highway 96, and the Interchange/Bridge at 35W and County Road H are slated for maintenance in the 2015 and 2016 MnDOT capital improvement plan; and

**WHEREAS**, these improvements will benefit the cities of Arden Hills, Mounds View, Shoreview, New Brighton as well as large and small employers in the burgeoning "medical alley" corridor in the vicinity of 35W and 694, and

**WHEREAS**, the 694/35W Corridor already supports more than 37,000 jobs, making it a major economic engine for the East Metro; and

**WHEREAS**, these improvements will benefit commuters throughout the region.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Shoreview supports the roadway improvements at the I-35W/CSAH 96 interchange; and the improvements to I-35W/County Road H interchange provided that the current access at 35W/County Road I interchange is maintained.

**BE IT FURTHER RESOLVED**, that the City of Shoreview encourages our Legislative and State leaders to support Ramsey County's request for funding for important safety and capacity improvements to these two interchanges.

The motion of the foregoing resolution 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**, said resolution was declared duly passed and adopted the 7<sup>th</sup> day of April, 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 7<sup>th</sup> day of April, 2014, 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 support for Ramsey County's request for TCAAP Road Improvements.

**WITNESS MY HAND** officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 8<sup>th</sup> day of April, 2014.

\_\_\_\_\_  
Terry C. Schwerm, City Manager