

**CITY OF SHOREVIEW
AGENDA
REGULAR CITY COUNCIL MEETING
JULY 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. June 16, 2014 City Council Workshop Meeting Minutes
2. June 16, 2014 City Council Meeting Minutes
3. Receipt of Committee/Commission Minutes—
 - Planning Commission, May 27, 2014
 - Environmental Quality Committee, June 23, 2014
4. Verified Claims
5. Purchases
6. Resolution Appointing Election Judges for the August 12, 2014 Primary Election
7. Approval of Fireworks Display—Slice of Shoreview

8. Conditional Use Permit—3469 Harriet Court
9. Application for Exempt Permit and Special Event Liquor License—Catholic Community of St. Odilia
10. Approval of Upgrade to Fiber Optics Link Between City Hall and Maintenance Center
11. Approval of Upgrade to Surveillance Camera System
12. Developer Escrow Reductions
13. Resolution Authorizing Participation in Ramsey County Cooperative Weed Management Area
14. Establishment of Parking Restrictions for Chatsworth Avenue North of Highway 96

PUBLIC HEARING

GENERAL BUSINESS

15. Minor Subdivision—3339 Victoria Street North
16. Establish Project and Authorize Professional Services Agreement—Sanitary Sewer Improvements and Lift Station, CP 14-07
17. Receive Bids and Award Contract—Trail Extension and Rehabilitation, CP 14-05

STAFF AND CONSULTANT REPORTS AND RECOMMENDATIONS

SPECIAL ORDER OF BUSINESS

ADJOURNMENT

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

**CITY OF SHOREVIEW
MINUTES
CITY COUNCIL SPECIAL WORKSHOP MEETING
June 16, 2014**

CALL TO ORDER

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 8:40 p.m. on June 16, 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

Richmond Property
Owner Maryann Duke and Neighbors

RICHMOND AVENUE STORM DRAINAGE

Public Works Director Maloney stated that the house on this property was built in 1957. Today there are regulations regarding building pads, elevations, foundation plans, drainage, which are all under permit and review. When this neighborhood was built, the houses were built and the emergency overflow to Lake Judy was ignored. There is now a 40-year history of flooding water at this one house. There is no other way for water to flow out of the area other than through this property.

Councilmember Quigley questioned that proper civil engineering was not done at the time this development was built. Mr. Maloney explained that standards at that time were radically different from today. The City has added high flow catch basins in the street in an effort to get water off the street faster. In 2011, a swale was built in an effort to help the flow of water. Despite these improvements, whenever the storm sewer is overwhelmed, water flows down Ms. Duke's driveway into her garage. No formal drainage study has been done of the area. Because of the 100-year event storms that have been occurring more frequently, this property is often deluged with water.

He noted that other houses upstream from this one have been making requests to the City for help in getting water to leave their property faster, which would only bring more water to Ms. Duke's property.

Councilmember Wickstrom stated that a friend of hers with a similar problem put a berm at the top of the driveway, which has made a significant difference in the amount of water flowing down the driveway and into her garage.

Mayor Martin stated that any engineering solution with the street would be extremely expensive. She asked if it would be possible for water flowing from other locations to be diverted in another direction. Mr. Maloney answered that could be done, but he is not sure what impact it would have. It might mean the property is flooded every 10 years instead of every 5 years. There is also an equity issue in working with this one property. His concern is that even with some improvements, the property would still be flood prone.

Councilmember Quigley stated that the solution seems to be to remove the excess water from the driveway and redirect it and pump it into Lake Judy.

Mayor Martin stated that there have been cars floating down the street. The amount of water is insurmountable. Mr. Maloney added that up to 2 feet of water has been measured against the garage wall. The idea of collecting water and redirecting it is limited by the fact that there is not enough vertical elevation between the lake level and the lowest elevation on Ms. Duke's property. The lake rises and pushes the water back overwhelming the storm sewer pipes. Then the water goes to the lowest point which is in front of her garage. The soil is clay so water does not drain well. It sits in back yards for a long time. There have been no land use changes in this neighborhood for a long time. No larger redevelopment would offer an opportunity to address drainage. Changes will be small and incremental.

Councilmember Withhart stated that the lots appear larger than standard lots. He suggested the possibility of adding a garage onto the home and slope the driveway up into the garage.

Ms. Duke stated that other homes have been impacted. The City has done a nice job with the swale, but there was a storm in 2013 when trees blew down and the water just came. Neighbors are as frustrated as she is.

One neighbor stated that the swale has helped a lot, but during a 100-year storm, the swale is not enough.

Ms. Duke stated that in 2011 she lost three rooms of carpeting, and wall paneling. Her car and lawn mower in the garage were both totaled because of water. There is a house on the south side of Ms. Duke that is going into foreclosure. She suggested the City buy that property and make that property the swale.

Karen Eckman stated that she and Ms. Duke surveyed the downspouts in the watershed. On Ingerson, out of 22 properties, 17 have downspouts that flow into the driveway. A good practice would be a financial incentive to route downspouts onto grass or gardens rather than to the street.

Mayor Martin stated that she wanted the whole Council to hear this discussion. The City has worked to make the situation better, but it is not solved. There are other homes with this problem and the question is whether the City can help. Staff will be directed to continue to assist

Ms. Duke with potential interim solutions, but also consider what might be the best long term solution to this issue.

CLEANUP DAY DISCUSSION

City Manager Schwerm reported that this year Cleanup Day was free to encourage participation and to eliminate the bottleneck of waiting for others to pay. However, more than 1000 vehicles came (almost a 50% increase) and many had to be turned away. One of the problems is that there are limits on the number of hours that larger vehicles can be driven and Allied needed to complete their work by 4:30 p.m. The general amount collected this time doubled from 44 tons to 75 tons. E-waste increased from 8 tons to 25 tons.

Solutions being considered include making it a paid event by charging a flat fee. Cash or check only would be accepted because of difficulties and time in processing cards. Preprinted receipts could then be used. Hazardous waste is done by the County throughout the year and could be eliminated from Cleanup Day. A major bottleneck is space with only room for three trucks to collect items.

Councilmember Quigley stated that what residents want help with most is getting rid of hazardous waste and electronics, items that cannot be donated. Charitable donations can be given at any time. The real value of Cleanup Day is to get rid of difficult items not accepted in many places.

Councilmember Johnson suggested that too much is being attempted in one day, which is exhausting staff and confusing residents. She suggested a two-day process or limiting what can be collected.

Councilmember Withhart stated that some communities have curbside pickup, which is a popular service. Councilmember Wickstrom noted that communities with curbside pickup have organized collection. Mr. Maloney added that curbside pickup brings people who are scavenging, and debris is blown around. Not taking charitable contributions would alleviate a lot of vehicle stops and unloading. Information can be provided to residents on where to take donations.

Mr. Schwerm stated that a meeting with Allied is scheduled to discuss these issues. Staff will continue to monitor Cleanup Day in the fall for further modifications next year.

Mayor Martin stated that these are good suggestions. Cleanup Day is a good service and should be continued. The consensus of the Council was to modify the event for the fall consistent with the changes outlined in the memo, but continue to look at ways to improve the event in future years.

OTHER ISSUES

Councilmember Withhart stated that Ramsey County will be putting in new Highway 96 crosswalks. He suggested using the same brick applied on Victoria, Lexington and Rice Street.

Mr. Schwerm stated that he will talk to County officials but noted that brick crosswalks cost approximately \$2500 each. They may be more difficult to install on concrete.

The meeting adjourned at 10:00 p.m.

**CITY OF SHOREVIEW
MINUTES
REGULAR CITY COUNCIL MEETING
June 16, 2014**

CALL TO ORDER

Mayor Martin called the regular meeting of the Shoreview City Council to order at 7:00 p.m. on June 16, 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 June 16, 2014 agenda as submitted.

VOTE: Ayes - 5 Nays - 0

PROCLAMATIONS AND RECOGNITIONS

There were none.

CITIZEN COMMENTS

There were none.

COUNCIL COMMENTS

Mayor Martin:

The County Road E and Victoria railroad crossing will be closed for at least the next two weeks for railroad work and completion of the realignment for County Road E. One result will be the establishment of a Quiet Zone at that rail crossing when the work is completed. The Lexington and Victoria Street crossings will also become Quiet Zones by the end of the summer.

GENERAL BUSINESS

RESOLUTION ORDERING PREPARATION OF AND ESTABLISHING COST PARTICIPATION POLICY FOR A PRELIMINARY ENGINEERING REPORT FOR TURTLE LAKE AUGMENTATION

Presentation by Public Works Director Mark Maloney

In 2010, the City hosted a meeting regarding lake levels with an expert agency panel that included representatives from the DNR, Rice Creek Watershed District and Ramsey County. Approximately 200 Shoreview riparian residents attended.

In 2011, the Turtle Lake Homeowners Association (TLHA) began a dialogue with the City regarding management of the lake level on Turtle Lake. A Concept Report was completed. After the Concept Report was completed, the City asked TLHA to help the City assess the amount of support from residents on the lake for further action.

In March and April 2014, the City Council held workshop meetings with TLHA regarding lake level management. A formal request for a Preliminary Engineering Report/Feasibility Report was received from TLHA. Study concepts and scope as well as potential cost-sharing between TLHA and the City were discussed. In May 2014, the Council tabled action to proceed with a Feasibility Study pending receipt of possible state funding and election of a new TLHA Board.

If a Feasibility Study were done, it would build on the Concept Study done in 2011, looking at specific options for augmenting lake levels. The Feasibility Study would take into account recent state agency perspectives with a focus on water quality, and invasive species. The City would develop stages for a study with input from TLHA and relevant agencies. If it were determined that augmentation would not be permitted, the study would not continue to save on the full cost. The estimated cost is \$100,000. There are legislative provisions for a \$75,000 grant from the Metropolitan Council to the City for this report. With maximum City participation of 25%, the city would then incur a cost of \$6,250; the TLHA would pay the remainder of \$18,750. There would be no study without a cost-sharing agreement between the City and TLHA. Certain criteria and public hearings are required in order to create a Lake Improvement District (LID). It is very optimistic to say that a LID for Turtle Lake could be created by June 2015. If it is not created by June 2015, it could be in 2016 or 2017.

City Manager Schwerm noted that not knowing what the bid will be for the Feasibility Study, the City's share of cost would still be a maximum of 25%.

Councilmember Withhart asked if the cost of \$100,000 includes meetings with the DNR, Rice Creek Watershed District and other agencies as to whether a LID should move forward. Mr. Maloney responded the \$100,000 estimate includes the Feasibility Study and all meetings with agencies that would move toward a permit for a LID.

Councilmember Johnson asked when the City would know whether the study would be completed at full cost. Mr. Maloney stated that by the time one-third of the work is done, the

City will be aware if there is a possibility to create a LID. City Manager Schwerm added that once the bid is received, the City will know a precise dollar amount and will be able to determine a more accurate estimate for the cost split between the City and TLHA. The Council will need to approve a cost-share agreement before the work proceeds.

Councilmember Quigley noted that the TLHA has requested an open bid. The \$100,000 estimate is based on the estimate of SEH. His support is based on the SEH estimate. Mr. Schwerm responded that the TLHA Board has expressed concern about a competitive bid process. The fact that the City will receive a \$75,000 grant makes the Association comfortable using SEH because of their expertise.

Councilmember Wickstrom suggested instituting a no-wake zone for Turtle Lake now due to high water and erosion. She stated that if a study is done on augmenting the lake, the study should include what to do if the lake level is too high. There is a lot of regional concern about water and the possibility of a water shortage in the Twin Cities within 20 years. If Turtle Lake is augmented, would it be possible to use Turtle Lake as a reservoir for drinking water if there is a shortage of water? The previous suspension of augmentation to Turtle Lake was because of a shortage of ground water. The City needs to know if a future shortage would mean no further augmentation. Also, currently, Turtle Lake does not have a TMDL (Total Maximum Daily Load). This is a provision under the Clean Water Legacy Act. Each lake has an acceptable limit of pollutants that can be in the water with a plan to reduce pollutants if necessary. Currently, Turtle Lake is impaired for mercury, and at some point will have a TMDL identified. The City needs to know the impact on augmentation with a TMDL. Further, Councilmember Wickstrom noted that the City already has a significant amount of time into this work. She asked if that time would be considered in the City's share of cost.

Mr. Schwerm stated that he does not believe Turtle Lake would be used as a ground water reservoir. The Mississippi River is more likely, similar to what Roseville and the St. Paul Water Utility are doing now. If there is a shortage of water, the City would be asked to stop augmentation. Staff costs are not being calculated in the cost-share of a study. If a LID is created, staff costs would be taken into account and charged to the LID.

Councilmember Wickstrom stated that accounting for staff time under a LID is operational costs. This is the study stage. If the City receives a \$75,000 grant, she would like to see the City reimbursed for costs incurred to do a study. Mr. Schwerm stated that engineering costs could be charged that would be revenue to the General Fund, but it would not be a higher cost to TLHA because that would be very different from the process for Snail Lake.

Councilmember Wickstrom noted that the reasons for augmenting the two lakes are totally different. If Snail Lake had not been augmented, there would be no lake. The reason for augmenting Turtle Lake is to keep it at a certain level.

Mr. Maloney noted that just identifying the optimal lake level could take a year. A TMDL could initiate any number of requirements or regulations.

Mayor Martin stated that Councilmember Wickstrom's questions need to be addressed by the Feasibility Study.

MOTION: by Councilmember Quigley, seconded by Councilmember Johnson to adopt Resolution 14-25 directing the preparation of and determining the cost-sharing for a preliminary engineering report for Turtle Lake Augmentation.

Mayor Martin opened the discussion to public comment.

Ms. Marsha Soucheray stated that she is a member of the TLHA Board, but she is speaking as a citizen. She noted that the grant for the City begins in 2015. She asked what that means for this resolution. Mr. Maloney stated that FY 2015 begins July 1, 2014. If the City begins the study and incurs costs, the City could claim those costs against the grant. Mr. Schwerm added that the funds need to be spent between July 1, 2014 and June 30, 2015.

Ms. Soucheray stated that the TLHA Board has not established a level of cost participation at this time. There needs to be more discussion on the need for augmentation. Now the lake level is very high. Action was initiated two years ago when the lake level was much lower, and there was discussion that the lake would not rebound on its own.

Councilmember Wickstrom stated that a climatologist opinion is needed on the number of years augmentation would be used. In her rough calculation, she estimates that over the past 20 years there would have been augmentation six of those years. If the infrastructure for augmentation is \$2 million, the question becomes how often it will actually be used. This project is a want, not a need. The lake clearly has rebounded. She finds it difficult to justify this project when there are ponds with scum and homeowners from those neighborhoods who have come to the City to see what can be done. She stated that she will vote no on moving forward with a feasibility study for an augmentation system for Turtle Lake.

Mayor Martin stated that, although unlikely, it is possible the lake level could go down again. This is an opportunity to study the issues and find out if an augmentation project is even possible. She would like to have the study, as money has been granted by the state. She further stated that until the TLHA cost-share is in escrow, the study cannot begin.

Councilmember Quigley stated that the outcome of the study will have an impact regionally which has broader value and support is valid.

Councilmember Withhart asked if it would be possible for the study to show whether ground water can recharge the aquifer. Mr. Maloney responded that the Metropolitan Council is currently wrestling with that issue. When ground water and surface water are removed to use in the drinking water system, it becomes municipal waste, which is discharged downstream. This is causing a water deficit. Costs of being able to use gray water are being studied.

Councilmember Johnson stated that with receipt of the grant, she would favor moving forward. Without the study, the City will not have answers. She is concerned about the 200 homeowners

on Turtle Lake and the dissension this issue has caused. With an estimated City investment of \$6,200 as opposed to \$25,000 without the grant, she is in favor of moving forward.

ROLL CALL: Ayes: Johnson, Quigley, Withhart, Martin
 Nays: Wickstrom

AMENDMENT TO AGREEMENT WITH SEH, INC. - RAILROAD QUIET ZONES

Presentation by City Planner Kathleen Castle

The City has an agreement with SEH to establish a railroad Quiet Zone on the East/West Corridor, which is at Victoria Street and at Lexington Avenue. The amendment would be an agreement with SEH for railroad quiet zones in the North/South Corridor. The crossings are at Jerrold Avenue and North Owasso Boulevard. A funding grant was received through the state bonding bill in the amount of \$500,000 to establish a Quiet Zone that would be coordinated with Little Canada.

The cost of SEH services would be \$9,000 and would include: 1) executing a Grant Agreement with the State; 2) preparing plans and specifications for the required improvements; 3) submitting notice of intent to affected agencies; 4) finalizing construction plans and assist with construction activities; and 5) submitting the Notice of Establishment of a Quiet Zone.

The improvements required on the North/South Corridor are more complex than the East/West Corridor. New or upgraded signalization and signage are required. Canadian Pacific Rail will do the actual signal work. As North Owasso Boulevard is a county road, the project must also be coordinated with Ramsey County. It is anticipated that the improvements will be completed by the fall of 2016.

MOTION: by Councilmember Withhart, seconded by Councilmember Quigley to adopt Resolution 14-35 pursuing the implementation of a 24-hour railroad quiet zone for the north-south corridor (St. Paul Subdivision) at the Jerrold Avenue and North Owasso Boulevard crossings, subject to the rules and regulations of the Federal Rail Administration and amend the professional services agreement with SEH, Inc. adding this corridor to Phase 2 of the Railroad Quiet Zone Study.

Discussion:

Councilmember Wickstrom asked if the \$500,000 grant will cover the improvement costs. Ms. Castle stated that it is expected that money will be sufficient.

Mayor Martin noted that unless Little Canada also participates, nothing will happen. She commended State Representative Isaacson who worked so hard for this funding.

Councilmember Quigley noted that Little Canada has five crossings and asked if that would hinder their participation. Ms. Castle responded that Little Canada is actually ahead of Shoreview with its preparation to establish quiet zones.

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

COMPREHENSIVE PLAN AMENDMENT - SURFACE WATER MANAGEMENT

Presentation by City Planner Kathleen Castle

The Planning Commission reviewed and held a public hearing. Minor changes were made in response to comments, and the Amendment was approved at the May 27th Planning Commission meeting.

The Amendment relates to Chapter 9, *Community Facilities and Services*, Section D, *Surface Water Management*; and to Chapter 11, *Natural Resources*. The amendment addresses changes regarding surface water management that have gone into effect since 2008. One change is to delete reference to Grass Lake Watershed Management Organization, as it has dissolved and been replaced by the Ramsey Washington Metro Watershed District (RWMWD). All references have been updated to designate RWMWD as the Local Government Unit to administer the Wetland Conservation Act for the Vadnais Lake and Grass Lake Watershed. Maps Nos. 9D1 and 9D5 have been amended.

In 2010, in accordance with a requirement by the Federal Emergency Management Agency (FEMA), the City has updated its flood insurance and revised the flood insurance rate map. The City's ordinance was amended in 2010, and Map 9D7 is now updated and will be incorporated into the proposed change.

The Surface Water Utility Fee is also updated. The Planning Commission held a public hearing with legal notice published April 9, 2014. No comments were received. Staff is recommending adoption of the Amendment, subject to approval by the Metropolitan Council.

MOTION: by Councilmember Johnson, seconded by Councilmember Wickstrom to adopt Resolution 14-34 approving the amendments to Chapter 9, Section 9D, *Surface Water Management* and Chapter 11, *Natural Resources* related to surface water management, subject to the following condition:

1. Said approval is contingent upon the Metropolitan Council's approval of the Comprehensive Plan Amendment.

The recommendation is based on the following finding:

1. The proposed amendment updates the City's practices related to surface water management.

Discussion:

Planning Commissioner Proud stated that many comments from the Commission were incorporated into the Amendment. Other comments will be considered for the Surface Water Management Plan. The process has been a good cooperative effort.

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

WEED ABATEMENTS:

1729 Lois Drive
417 Majestic Court
348 Lilac Lane
1066 Carlton Drive
4711 Laura Lane
4476 Lexington Avenue North
169 Demar Avenue
5977 Grotto Street North
4324 Snail Lake Boulevard
625 Mound Avenue

Presentation by City Planner Kathleen Castle

A weed abatement order is requested for the above 10 listed properties. The City's ordinance requires that properties be kept free of noxious weeds and that grass height not exceed 9 inches. The abatement procedure to address these issues includes written notification with a time frame to complete the work. If the work is not done, a notice of public hearing is sent. Owners, mortgage companies and/or attorney have been notified in writing.

Although some of the properties on the list have been mowed, staff is seeking an abatement order for all 10 that are listed in order to address any future recurrence of the problem and allow staff to monitor the properties through the 2014 and 2015 growing seasons. She noted that five of the properties are in foreclosure; two are rental properties with a history of such issues; and two of the properties are vacant.

Mayor Martin opened the public hearing to comments. There were none.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to adopt Resolution 14-37, pursuant to Section 210.020(A), approving the abatement of vegetative growth for the properties located at:

1729 Lois Drive
 417 Majestic Court
 348 Lilac Lane
 1066 Carlton Drive
 4711 Laura Lane

4476 Lexington Avenue North
 169 Demar Avenue
 5977 Grotto Street North
 4324 Snail Lake Boulevard
 625 Mound Avenue

and to charge the property owners for the cost of the abatement, including administrative costs. The City Manager is authorized to monitor the property throughout the 2015 and 2016 growing seasons and to abate any vegetative growth on the property that does not comply with City regulations.

Discussion:

Councilmember Johnson noted a mistaken reference to 325 Mound Avenue. All references should be 625 Mound Avenue.

Councilmember Withhart noted that the motion should be corrected to state the 2014 and 2015 growing seasons.

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

CABLE FRANCHISE - RESOLUTION 14-36 ADOPTING A PRELIMINARY ASSESSMENT THAT THE COMCAST OF MINNESOTA, INC. CABLE FRANCHISE SHOULD NOT BE RENEWED

Presentation by City Manager Terry Schwerm

The franchise renewal process is in process, as the cable franchise expired in November 2013. The franchise was extended to November, 2014 with the consent of the City and Comcast. The Council is being asked to adopt a preliminary assessment that the franchise with Comcast not be renewed.

Shoreview, with nine other cities, is part of the North Suburban Communications Commission (NSCC), which is negotiating with Comcast to renew the cable franchise. The City has been a member of the NSCC since 1982. The NSCC is a joint powers organization of 10 cities for the purpose of monitoring operations and activities of the cable system, administering the franchise; and developing community television programming. Community programming is done through the North Suburban Access Corporation, a sister organization to NSCC.

The NSCC is authorized to negotiate the franchise renewal on behalf of the City. A needs assessment and performance review were completed. Negotiations began a year ago in an informal process with direct negotiations between the two groups. However, with lack of progress and significant differences, NSCC voted to move to a formal negotiating process, which has triggered certain time frames and deadlines. Formal proposals have been submitted by both parties. The City must either accept the Comcast proposal or deny it by June 20, 2014. NSCC

has recommended a preliminary denial based on the determination that Comcast does not adequately address cable needs of the community. If the proposal is preliminarily denied, Comcast would have the right to seek an administrative hearing. The result of the hearing could be appealed to state or federal court by either side.

Staff concurs with NSCC that the Comcast formal proposal is not in the best interest of the City at this time. Protections to the City and consumer that were in the previous proposal are not included in the current Comcast proposal. Staff is, therefore, recommending preliminary denial to allow time to negotiate a franchise that is in the City's best interest.

Mr. Schwerm noted that in the last three to four weeks, Mr. Mike Bradley, Attorney for NSCC, has made significant headway in the informal negotiations that are occurring. Although the recommendation is for preliminary denial, staff believes an agreement can be reached before there is an administrative hearing.

Councilmember Wickstrom expressed her disappointment that this decision has to be made. She believes there has been plenty of time to reach agreement. She requested the motion be clear that if no agreement is reached by the August 18 deadline, the City will drop its membership from the NSCC. She does not want the City involved in a court matter. She asked how realistic it is that an agreement can be reached by August 18. Mr. Schwerm stated that he believes a framework for an agreement can be completed. A meeting among other mayors and city managers regarding Shoreview concerns was held, and there are changes underway regarding governance and provisions in the joint powers agreement.

Mr. Mike Bradley, Attorney for NSCC, stated that he believes negotiations can be completed by mid-August. There have been good productive discussions, but there are still some disagreements.

Councilmember Wickstrom asked what potential legal costs there will be to the City once preliminary denial has been approved by all member cities. **Mr. Bradley** responded that all cities except Shoreview and Roseville have voted for preliminary denial. Roseville also votes tonight. Comcast will then have the right to request an administrative hearing and has begun the steps for that process. NSCC has been given counsel through the Minnesota League of Cities Insurance Trust. The administrative law findings will be sent to NSCC, which will then send the findings to member cities. The cities will then have another opportunity to vote for renewal. Comcast also may seek judicial relief.

Councilmember Withhart stated that he is pleased to hear that negotiations are more reasonable on the part of the NSCC. He is also pleased that other cities are supporting Shoreview and working together on a change in governance. If an agreement is not reached or there are no changes in governance, he would also support the City leaving membership in the NSCC.

Mayor Martin agreed with Councilmember Wickstrom that it is not a good position for the City to have to vote to deny. However, there really is no choice because the current proposal is not one that is good for the community. She is not in favor of going to court, and if there is no

resolution by August, she, too, would favor withdrawing from the NSCC. The City previously tabled withdrawal until August 16, 2014, so that specific provision is not needed in this motion.

Councilmember Wickstrom emphasized the need to include language in the motion that the City will leave NSCC if there is no agreement by mid-August, so that there is no misunderstanding by other cities receiving and reading the motion.

Mayor Martin stated that other cities are very aware of Shoreview's position.

MOTION: by Councilmember Johnson, seconded by Councilmember Withhart to approve Resolution No. 14-36 adopting a Preliminary Assessment that the Comcast of Minnesota, Inc. Cable Franchise should not be renewed.

Discussion:

Councilmember Quigley stated that the City's participation in the NSCC does not make sense for the value being received. He is pleased to note there will be an option to withdraw, if there is no progress.

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

ADJOURNMENT

MOTION: by Councilmember Quigley, seconded by Councilmember Wickstrom to adjourn the meeting at 8:37 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 PLANNING COMMISSION
MEETING MINUTES
May 27, 2014**

CALL TO ORDER

Chair Solomonson called the May 27, 2014 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

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

APPROVAL OF AGENDA

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to approve the May 27, 2014 Planning Commission meeting agenda as submitted.

VOTE: Ayes - 7 Nays - 0

APPROVAL OF MINUTES

MOTION: by Commissioner Ferrington, seconded by Commissioner Schumer to approve the April 22, 2013 Planning Commission meeting minutes, as submitted.

VOTE: Ayes - 7 Nays - 0

REPORT ON CITY COUNCIL ACTIONS:

There were no items to report.

NEW BUSINESS

VARIANCE

**FILE NO: 2527-14-17
APPLICANT: JOHN & JULIE PEIRSON
LOCATION: 5110 LEXINGTON AVENUE NORTH**

Presentation by City Planner Kathleen Castle

PLANNING COMMISSION MINUTES
MAY 27, 2014

Variations are requested to construct a 576 square foot detached accessory structure. The variations needed in order to build the structure are: 1) to exceed the maximum size allowed from 213 square feet to 576 square feet; 2) exceed the combined accessory structure area permitted from 1200 square feet to 1563 square feet; and 3) reducing the maximum front yard setback to 12 feet.

The property is zoned R1, Detached Residential. It is a substandard riparian lot on the west side of Turtle Lake. The house is 2,441 square feet with two stories and a walk-out basement on the lakeside. Attached to the house is a 987 square foot garage. The property fronts on Kimberly Lane, an unimproved public road. The lot area is .7 acre with a lot width that varies from 95 feet at Kimberly Lane to 55 feet at the Ordinary High Water (OHW) mark. A 23-foot by 24-foot concrete slab on the property that is set back 25.4 feet from the front property line.

The plan is to remove the concrete slab to build the proposed detached two-car garage. The design complies with requirements for detached accessory structures. The height is planned to be 17.8 feet with second floor storage space.

Parcels of less than one acre are restricted to accessory structures of no more than 750 square feet with combined accessory structure area no more than 1200 square feet or 90% of the dwelling area. The minimum front setback is 20 feet.

The applicants believe practical difficulty is present. With the lot size over .7 acres; there is sufficient room for the proposed accessory structure with little impact to the character to the neighborhood. Personal storage needs are greater than space in the existing garage. Also, two detached accessory structures were previously located on the property but were removed with construction of the new home.

Although the size of the lot and character of the neighborhood mitigate the size of the proposed garage, staff does not believe practical difficulty exists, and staff cannot make affirmative findings regarding unique circumstances of the property.

The existing slab on the property is 5 feet from the property line. A new structure could be constructed in this area and eliminate the setback variance request. Because Kimberly Lane is unimproved and there would be no impact to Kimberly Lane.

The Development Code allows a detached accessory structure up to 150 square feet with a building permit, or in this case, up to 213 square feet is permitted with a conditional use permit. Prior to 2011, there were two detached accessory structures. A variance would have been needed to retain those structures. The driving need is storage space, which is not a unique circumstance. Staff does not support the application.

Property owners within 150 feet were notified of the proposal. One comment was received in support of the project.

Commissioner Proud asked the right-of-way width of Kimberly Lane and whether that is a factor in this project. Ms. Castle answered 50 feet of right-of-way. Commissioner Proud asked if any

PLANNING COMMISSION MINUTES
MAY 27, 2014

landmark trees would be impacted if the garage were moved. Ms. Castle noted three oak trees would not be impacted by a detached accessory structure.

Commissioner Peterson noted that the accessory structure code was revised in 2006. In 2011, when the new home was built, a 956 square foot accessory structure was removed to comply with code. He asked if that information is documented. Ms. Castle responded that there was a Residential Design Review when the new home was built. The home was proposed with an attached garage required the removal of the two existing accessory structures. Removal of the accessory structures was part of the application but not specifically noted to as a condition.

Chair Solomonson asked what the slab is left from. Ms. Castle stated that it is in the same location as a structure that was removed. She is not aware if the slab was repoured or if part of it was removed and replaced. Mr. Warwick added that the slab was left from an old structure.

Commissioner Ferrington asked the rationale for having the pad rotated, which led to the need for a variance. She also asked if there is sufficient space to put an accessory structure without an impact on the trees or the need for a front setback variance.

Commissioner Schumer asked what variances would be needed if the applicants built on the slab or if a one-story garage were built. Ms. Castle stated that the setback variance would be eliminated if the new garage were built on the slab, but a variance would be needed for the size of the building. A one-story garage would still need a variance for size.

Chair Solomonson asked if the existing slab could be grandfathered to rebuild an accessory structure. Ms. Castle stated that the nonconforming status was lost with the removal of the structure.

Chair Solomonson asked about maintenance of the street. Ms. Castle stated that the City does not plow or maintain the street. Mr. Warwick added that portions of Kimberly Lane are paved but not this northern part.

Commissioner Thompson asked if other garages in the neighborhood comply with code setback requirements. Ms. Castle stated that one adjacent neighbor has a shed that is closer to Kimberly than the required setback, but it is not a garage.

John and Julie Peirson, Applicants, stated that Kimberly Lane is a track that is grass covered. There is no desire to take down the trees. The shifting of the garage orientation is for aesthetics to face the house rather than just a straight orientation to the street. If it were oriented to the street, more blacktop would also have to be added. The slab was part of a larger structure that was torn down for a larger attached garage to the house. The proposal would be to build a structure over the slab but shift it and orient it toward the house. The shift in orientation puts it closer to Kimberly Lane and further from the oak trees that they do not want to lose. If the proposed garage were built over the existing slab orientation, it would be immediately next to the trees. However, if there is a concern, they would leave the slab straight. The slab does not have the proper footings and will have to be replaced.

PLANNING COMMISSION MINUTES
MAY 27, 2014

Mrs. Peirson stated that the purpose for the garage is to park cars for their five teenagers. That is the reason for the size. Mr. Peirson stated that the 213 square feet would only allow parking for one car, which is not adequate.

Commissioner Proud stated that avoiding the trees is a unique circumstance. Also not adding blacktop eliminates added impervious surface. Mr. Peirson stated that if the garage were shifted, the driveway would not change, and it would be more appealing for the neighborhood. He noted that there is an easement for the neighbor to access his driveway that was granted to save one of the large oak trees.

Commissioner Ferrington asked how many cars can be parked in the existing garage. Mr. Peirson answered, three, but it is difficult to park a third if there are two cars already parked.

Commissioner Proud stated that he would support approval. Lake properties are unique. This is a situation of judgment based on the ordinance. He believes there are unique circumstances. This would be a reasonable use and not impact the neighborhood.

Commissioner McCool stated that he can support the setback variance. It is a false setback and false right-of-way with Kimberly Lane not being an improved road. Saving the trees is a unique circumstance. The size is reasonable and will not impact the neighborhood, but his concern is whether there are unique circumstances of this property that necessitate the size requested. He cannot support the size variance.

Commissioner Ferrington stated that she can support the repositioning of the requested structure but agrees with Commissioner McCool regarding size. She would propose tabling the matter rather than deny it.

Commissioner Peterson stated that the variance requests exceed the Development Code requirements by too much for him to be able to support the request.

Chair Schumer agreed with the Kimberly Lane setback, but the size is an issue. A conditional permit can be requested for a 213 square foot structure.

Commissioner Thompson agreed with granting the setback, but also questioned the size. She asked the response of the applicants to suggestions by staff. Ms. Castle stated that the garage size has been reduced significantly, and this is the size that would meet the applicants' needs.

Commissioner Proud stated that Kimberly Lane, although a public road, is not maintained by the City. He does not see that it will be improved or maintained by the City and suggested that one answer to this setback variance would be for the City to vacate Kimberly Lane so it would become a private drive. Ms. Castle stated that Kimberly Lane is a platted roadway. There are larger lots to the south, and she would foresee a time when those properties are developed that Kimberly Lane would be extended for their access.

PLANNING COMMISSION MINUTES
MAY 27, 2014

Chair Solomonson stated that the lot is large and well screened. No one will see the structure. He supports the setback and believes the size of the structure is reasonable for the size of the lot. It will be almost hidden.

Commissioner Ferrington stated that there are ways to reduce the size so that it will be closer in compliance, such as eliminating the stairway.

Commissioner Peterson agreed with the concerns about size and expressed his concern about setting a precedent.

MOTION: by Commissioner Proud, seconded by Commissioner Ferrington to table this matter to the next regularly scheduled Planning Commission meeting, June 24, 2014.

The City Attorney stated that the Commission should hear from the applicants as to whether the matter should be tabled or voted upon. Mr. Peirson stated that they would favor tabling.

VOTE: Ayes - 7 Nays - 0

MINOR SUBDIVISION/VARIANCE

FILE NO: 2530-14-20
APPLICANT: MOSER HOMES, INC.
LOCATION: 3339 VICTORIA STREET NORTH

Presentation by City Planner Kathleen Castle

This application is to divide the property into two parcels for single-family development. A variance is requested to exceed the maximum 67.5 foot building setback permitted from the front property line. The front setback for parcel 1 would be 290.9 feet; and for parcel 2, 300.7 feet.

In order to resolve a long-standing property maintenance conditions, the Economic Development Authority (EDA) authorized City acquisition of the property for housing redevelopment. The EDA has accepted the proposal submitted by Moser Homes, Inc.

The property is zoned R1, Detached Residential and consists of 1.5 acres with a lot width of 91.17 feet on Victoria Street. It is a key lot, which means that the side lot line abuts the rear lot line of homes to the north. All structures have been removed. There is a wetland area in the northwest corner and a seasonal water basin in the southwest corner.

The proposal is to subdivide the property into two parcels, which do comply with the subdivision and lot standards for R1 zoning district. The minimum lot area is 10,000 square feet; both parcels exceed 30,000 square feet in size. The lot widths vary due to lot configuration from 49 feet to 102 feet for Parcel 1 and 49 feet to 103.7 feet for Parcel 2. The minimum lot depth is 125 feet; both parcels exceed 400 feet in lot depth.

PLANNING COMMISSION MINUTES
MAY 27, 2014

The proposal is for one access off Victoria Street, a county road. The drive would split off to serve each of the two lots. In the western portion of the site, there are landmark trees that would have to be replaced at a ratio of 2 to 1 for construction. The building pad on Parcel 1 does not encroach into the wetland but does not provide the required 16.5 foot setback. The building pad on Parcel 2 encroaches into the seasonal water basin. Both building pads will be shifted to the east.

The front setback is an average of the setbacks of the two adjoining homes at 67.5 feet plus or minus 10 feet. The proposed variance setbacks will be impacted by shifting the building pads to the east. It is expected that the setback variances will be reduced.

Property owners within 350 feet were notified of the application. Written and verbal comments were received. Concerns were expressed about site conditions, surface water, wetland impacts, suitability for development, landscape screening and fencing.

Staff finds that the parcels comply with all subdivision and lot standards. Additional information is needed regarding surface water conditions and building pad locations. Therefore, staff is recommending this matter be tabled and the review period extended to 120 days.

Commissioner Ferrington questioned the reason for placing the building pads so far back on the lots. Ms. Castle responded that the survey information dictated placement, although it was winter and difficult to see actual property conditions. Commissioner Ferrington stated that there would be less impervious surface to the lots and would look better if the driveway split would occur further back from the street.

Chair Solomonson asked if the building pad could be smaller. Ms. Castle stated that once the wetland delineation is completed, the size of the building pad will be determined.

Mr. Bob Moser, Applicant, stated that he concurs with the findings of staff. The building pad areas are generous for flexibility. There appears to be room on Parcel 2 to shift to the east.

Commissioner Proud asked if further studies will determine runoff from these lots. **Mr. Moser** stated that the design will be for runoff to stay on the property and overflow according to requirements.

Commissioner McCool asked if consideration was given to orienting the lots front and back with one house in the old building area and one further back. **Mr. Moser** stated that he did that with another development and the reaction from property owners is dislike of having a view of someone else's house.

Chair Solomonson opened the discussion to public comment.

Mr. Joe Heckel, 804 Arbogast, questioned whether the 75-foot width average is met, when it includes the wetland in Parcel 2. Ms. Castle answered, yes. Mr. Heckel stated that it is difficult to understand why an unusable portion of the lot is used in the width calculation.

PLANNING COMMISSION MINUTES
MAY 27, 2014

Mr. Michael Murtaugh, 3307 Victoria Street No., stated that he appreciates Mr. Moser's comments. The character of the neighborhood has been improved with the removal of the previous structure, but now the view from Victoria Street will be two driveways the length of a football field. He requested that landscaping be considered that would screen the parcels.

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to table the minor subdivision and variance request submitted by Moser Homes, Inc., to divide the property at 3339 Victoria Street into two parcels for single-family residential development and exceed the maximum building setback permitted from the front property line. Additional information is needed regarding the wetland area, seasonal water basin and impact on the proposed building pads. The review period is extended from 60 to 120 days.

Discussion:

Commissioner Proud offered an amendment to the motion to include the requirement of a study to address surface water management.

Commissioner Ferrington asked if a surface water management study could be done without a house design. Ms. Castle answered that there is a maximum lot coverage, which would be considered with the building pad and drive area. The maximum threshold will be used to determine surface water runoff.

Commissioner Ferrington seconded the amendment.

VOTE ON THE AMENDMENT

Ayes - 7

Nays - 0

VOTE ON AMENDED MOTION

Ayes - 7

Nays - 0

COMPREHENSIVE SIGN PLAN

FILE NO: 2525-14-15
APPLICANT: IDENTI GRAPHICS/DAVE KROONA
LOCATION: 3854 LEXINGTON

Presentation by Senior Planner Rob Warwick

The application is to amend the existing Comprehensive Sign Plan for the property to allow replacement of the existing monument sign with a 61 square foot monument sign with an integrated 29.5 square foot message center sign in full color LED display. The property is

PLANNING COMMISSION MINUTES
MAY 27, 2014

located in the C2, General Commercial District with boundaries on Lexington Avenue, Red Fox Road and I-694.

Currently, the property is developed with two buildings, a fuel station/C-store/auto repair, and a car wash building. Two canopies shelter the fuel island. A Comprehensive Sign Plan was approved in 1999 and amended in 2004. The new proposed sign will have four panels to identify the different services offered, including a gas price display for unleaded fuel. The message center sign will be 29.5 square feet and integrated into the monument sign. Sign area does not include the message center and gas price display. The existing base will be used to support the proposed sign.

The 11.28 foot height of the monument sign and 61 square foot sign area exceed the standards for a building of this floor area. Reductions have been made in response to staff comments. Staff considers the height, including the existing 2-foot sign base, to be reasonable and consistent with the height of nearby signs.

Message center signs are permitted with a maximum of 50 square feet in the C2 District. The proposed message center has an 8-second static display with legible text size and only identifies the goods and services available on the site. The message center will replace any future use of temporary signs for the property.

Property owners within 350 feet were notified of the application. No comments have been submitted.

Staff makes the following findings to recommend the Planning Commission forward this application to the City Council for approval with conditions listed in the staff report:

- The proposed sign uses the logos for Exxon and Circle K throughout the site
- Colors are red and white of the logos, and also used on the car wash signs
- The height is due in part to re-use of the existing sign base
- The height will aid in visibility when viewed from north and south bound traffic lanes
- The message center has better aesthetics than temporary signs for promotions
- Access is via right-in only from both streets

Chair Solomonson asked if graphics are allowed on message center signs. Mr. Warwick answered, yes, but no animations. Chair Solomonson asked if there is only one dimmer for all the illumined signs. Mr. Warwick stated that the car wash and Circle K signs have internal lights. There is an auto dimmer for the digital signs.

Commissioner Ferrington noted that only one grade of fuel is advertised. Mr. Warwick explained that only unleaded fuel will be advertised to reduce signage area to comply with City sign standards.

Mr. Tony Rammer, Oak Grove, MN; **Mr. Jim Nelson**, St.Louis Park, MN; and **Mr. Kevin Koenig**, Croix Oil Company (supplier to the site) 7832 Polaris Lane, Maple Grove, MN.

PLANNING COMMISSION MINUTES
MAY 27, 2014

Chair Solomonson asked how the dimmer operates. **Mr. Nelson** explained that lighting during the day will be shut off. The price sign is on 24 hours as will the message center. The lighting brightens during the day and dims at night.

Chair Solomonson asked if the brightness standard is measured by the entire sign or each panel. Mr. Warwick stated that the whole sign is measured for compliance with City standards.

Commissioner McCool asked the need for the 12-foot height is needed and if it would work at 10 feet. **Mr. Rammer** responded that the diesel advertising has already been taken out. They feel that to reduce the height would be another element that is critical. If electronic message centers are too small, it is a nuisance with people finding it hard to read. **Mr. Koenig** stated that the panels are the smallest available. Anything smaller would have to be specially made.

Commissioner McCool asked if those controlling the signs are aware of City regulations regarding what can be advertised. He noted that while the conditional use permit allows five cars for sale on the lot, there have been 6 and 8 cars on the site for sale. He is concerned about noncompliance and this added approval. **Mr. Rammer** stated that the station manager controls signage text.

Chair Solomonson asked what dictates location for the sign. Mr. Warwick stated that the setback is 5 feet from the property line. Usually they are located near that boundary for maximum visibility.

Commissioner Ferrington asked what would happen if temporary signs appear on the property, when they are now prohibited with the addition of the new message center sign. Mr. Warwick stated that when there are violations, staff contacts the owner, advises of the violation and issues a time period to bring into compliance. Staff believes that the display sign will meet the needs of the businesses on this site and eliminate further violations.

MOTION: by Commissioner Schumer, seconded by Commissioner Proud to recommend the City Council approve an amendment to the Comprehensive Sign Plan submitted by Identi Graphics for the Exxon station at 3854 Lexington Avenue.

This approval is subject to the following:

1. The signs shall comply with the plans approved for the Comprehensive Sign Plan, File No. 1742-99-09, as amended (see File No. 2091-04-21) and this application (File No. 2525-14-15). Any significant change will require review by the Planning Commission
2. The applicant shall obtain a sign permit prior to the installation or refacing of any signs on the property.
3. This approval will expire after one year if a sign permit has not been issued and construction commenced.
4. Signage on the propane tank shall not advertise commercial messages unless required by the State of Minnesota.

PLANNING COMMISSION MINUTES
MAY 27, 2014

5. Temporary signs shall not be displayed on the property, since the message center sign provides the mechanism to display promotional information and advertisements.
6. In accordance with Conditional Use Permit 12-33, additional signage advertising car sales is not permitted on the property, with the exception of window signage displayed in the vehicle being offered for sale. Said window signage shall not exceed 11" x 17" in area. The message center sign shall not be used to advertise vehicles for sale.
7. The message center sign shall:
 - a. Display text of a sufficient size so as to be readable by passing motorists without distraction.
 - b. Display messages in their entirety to allow passing motorists to read the entire copy.
 - c. Not display telephone numbers, email address or internet urls.
 - d. Display messages for a minimum of 8 seconds, and change instantaneously.
 - e. Present messages in a static display, and shall not scroll, flash, blink or fade.
 - f. May display time, temperature and other graphics related to weather conditions.
Advertisement is limited to goods and services offered on-site.

This approval is based on the following findings of fact:

1. *The plan proposes signs consistent in color, size and materials throughout the site for each type of proposed sign.* Existing and proposed signs have uniform color and materials with colors generally based on the Exxon and Circle K logos. The wall sign for the car wash use white letters on a red background.
2. *Approving the deviation is necessary to relieve a practical difficulty existing on the property.* The existing sign base is proposed for use for the new sign and contributes to the height.
3. *The proposed deviations from the standards of Section 208 result in a more unified sign package and greater aesthetic appeal between signs on the site.* The height of the monument sign will aid visibility from north and south bound traffic on Lexington Avenue. The proposed message center sign has better aesthetics than temporary signs for promotion of the goods and services available on the property.
4. *Approving the deviation will not confer a special privilege on the applicant that would normally be denied under the Ordinance.* The configuration of the access to the lot and building is unique for this property with two points of ingress that are right turn only, and a third access near the car wash building.
5. *The resulting sign plan is effective, functional, attractive and compatible with community standards.* The sign plan amendment proposes signs with a consistent design motif based on the fuel and C-Store corporate logos.

VOTE:

Ayes - 7

Nays - 0

OLD BUSINESS

**PUBLIC HEARING –COMPREHENSIVE PLAN AMENDMENT – SURFACE WATER
MANAGEMENT**

FILE NO: 2524-14-14
APPLICANT: CITY OF SHOREVIEW
LOCATION: CITY WIDE

Presentation by City Planner Kathleen Castle

The Planning Commission reviewed this amendment at its April 22nd meeting and opened the public hearing. The public hearing was continued to this meeting to allow time to respond to the comments received. The amendment is specific to Chapter 9, Community Facilities Services, Section D, Surface Water Management; and Chapter 11, Natural Resources. The amendment addresses changes regarding surface water management that have occurred since 2008.

Chapter 9 references have been updated to acknowledge the dissolution of the Grass Lake Watershed Management Organization. The boundaries of that watershed district are now under the jurisdiction of Ramsey Washington Metro Watershed District (RWMWD). Maps 9D1 and 9D5 have been amended to reflect this change.

In 2010, the Federal Emergency Management Agency (FEMA) updated its Flood Insurance Study and revised the Flood Insurance Rate Map. The City's ordinance was amended in 2010 to be in compliance with FEMA requirements. At this time, Map 9D7 is being updated to reflect those changes.

Table 9D1, regarding the surface water utility fee, has been updated to reflect the most recent Capital Improvement Plan.

Notice for the public hearing was published in the City's legal newspaper on April 9, 2014. No comments have been submitted. Staff has responded to Commissioner Proud's comments. Staff is recommending the amendment be forwarded to the City Council with a recommendation from the Planning Commission for approval.

Chair Solomonson acknowledged the public hearing to be still open and asked three times for further public comment. There were no comments.

MOTION: by Commissioner Schumer, seconded by Commissioner McCool to close the public hearing.

VOTE: Ayes - 7 Nays – 0

Commissioner Proud thanked staff for their response to his comments.

PLANNING COMMISSION MINUTES
MAY 27, 2014

MOTION: by Commissioner Proud, seconded by Commissioner Thompson to recommend the City Council approve the amendments to Chapter 9, Section 9D, Surface Water Management and Chapter 11, Natural Resources related to surface water management, subject to the following condition:

1. Said approval is contingent upon the Metropolitan Council's approval of the Comprehensive Plan Amendment.

VOTE: Ayes - 7 Nays - 0

MISCELLANEOUS

City Council Meetings

Commissioners Proud and Peterson will respectively attend the June 2, 2014 and June 16, 2014 City Council meetings.

Joint Meeting

The Planning Commission will meet jointly with the City Council and Economic Development Authority regarding the Highway Corridor Transition Study on July 14, 2014, at 7:00 p.m.

Workshop

It was noted that the Planning Commission met in a workshop meeting at 6:00 p.m. immediately prior to this regular meeting.

ADJOURNMENT

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to adjourn the meeting at 9:06 p.m.

VOTE: Ayes - 7 Nays - 0

ATTEST:



Kathleen Castle
City Planner

Minutes
ENVIRONMENTAL QUALITY COMMITTEE
June 23rd, 2014 7:00 PM

1. CALL TO ORDER

The meeting unofficially began at 7pm and a quorum was reached at 7:50pm.

2. ROLL CALL

Members present: Tim Pratt, Lisa Shaffer-Schrieber, Susan Rengstorf, Paige Ahlborg, Mike Prouty

Members absent: Dan Westerman, Lynn Holt, John Suzukida

Staff present: Jessica Schaum

3. APPROVAL OF AGENDA

The agenda was approved with no changes.

4. APPROVAL OF MEETING MINUTES – May 27th, 2014

The minutes were approved with no changes.

5. BUSINESS

A. Workplan Tasks

- a. Slice of Shoreview Subcommittee update – Lisa, Paige, and Lynne met to discuss options for handouts and themes and presented mock ups of posters and our coupon for a free compost kit. The materials attempt to answer common questions like “what is it? Why is it helpful or harmful? And What can I do?” for composting, rain barrels, and invasive species.

Friday 25th 4-8	Saturday 26th 11-7	Sunday 27th 11-4
Paige 4-8	Sue 11-3	John 11-2
Lisa 4-8	Tim 3-7	Mike 1-4
Guest: Carole!		

- b. Green Community Award update – Tim shared that we have 4 applications this year and judging or tours are being scheduled with each applicant. Jessica will make a poster board of the winners for the Slice booth and coordinate a date for the City Council Recognition event.

B. Newsletter Topics

- a. September/October issue (due July 10th. Estimated date to mail is Sept. 15th, smaller City Newsletter)
 - a. Carp/invasives – Paige
 - b. Composting experience – Mike
 - c. Raking up leaves – Jessica
 - d. Business recycling resources - Tim

C. Public Works Update

- a. Tree inventory project – Jessica shared that trainings for about 10 volunteers were hosted at City Hall last week. The volunteers will work in teams of 3 to identify and rate the condition of both public and private trees. Private property owners are notified of our arrival with a letter with an option to opt out of having volunteers on their property.

- b. Emerald Ash Borer updates – We have over 300 trees on our list already for inspections and quotes for the City’s reduced cost Emerald Ash Borer treatment program. Several townhome associations are interested also. Treatments have begun but are going slower with all of the rain we’ve had!
- c. The Free Spring Clean Up Day on May 17th generated significant interest from Shoreview residents. The number of vehicles utilizing the service increased approximately 40%, while the tonnages of items doubled or quadrupled so there is definitely demand for a City Clean Up day to continue. Staff has discussed the event in a Council workshop, met with the hauler, reviewed costs, and site capacity and will suggest moving to a flat fee for entry depending on the vehicle type for the fall 2014 event in October. For example, charging \$10 for a car, \$20 for a van/SUV, and \$30 for a pick up or trailer. These are not finalized yet but just an option for tiered pricing. We also may be eliminating the charitable donations drop off and advertise where residents can donate their goods elsewhere or have them picked up from their houses.

D. Other

- a. Slice of Shoreview - **July 25- 27th**
- b. Next regular meeting – **July 28th**

E. Adjournment

- a. The Committee adjourned at 8:15pm.

MOTION SHEET

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

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

Date	Description	Amount
06/17/14	Accounts payable	\$219,129.69
06/19/14	Accounts payable	\$33,354.47
06/23/14	Accounts payable	\$60,909.97
06/26/14	Accounts payable	\$174,965.32
06/30/14	Accounts payable	\$27,383.91
07/03/14	Accounts payable	\$613,245.88
	Sub-total Accounts Payable	\$ 1,128,989.24
06/27/14	Payroll 126873 to 126948 967624 to 967867	\$181,861.07
	Sub-total Payroll	
	TOTAL	\$ 1,310,850.31

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

07/07/14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A & L SUPERIOR SOD, INC	SEED	601	45050	2280		002		\$200.00	\$200.00
ACADEMY, MOUNDS PARK	FACILITY REFUND	220	22040					\$300.00	\$300.00
APEL, ERIN	BBALL GR 3-5 SESS 2	220	22040					\$87.00	\$87.00
BEISSWENGERS HARDWARE	BROOM FOR PARK SHELTER	101	43710	2110				\$10.29	\$10.29
BOYD, JODY	PRENATAL YOGA	220	22040					\$80.00	\$80.00
BROWN, WILLIAM OR MARGARET	REFUND CLOSING OVRPYMT-4227 HIGHALND DR	601	36190			003		\$10.64	\$10.64
C & E HARDWARE	AIREATOR FOR FAUCET	601	45050	2280		001		\$2.99	\$2.99
CATRON, CHRISTI	SOCCER LEA GRADE 1-2	220	22040					\$47.00	\$47.00
CERKVENIK, BRENDA	PASS REFUND	220	22040					\$40.00	\$40.00
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 06-13-14	101	21720					\$9,578.64	\$9,578.64
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 06-13-14	101	20420					\$134.75	\$134.75
DAVENPORT, NICHOLAS	AQUATICS - SF 1 & 2	220	22040					\$136.00	\$136.00
DAVIS LOCK & SAFE	KEYS FOR CC	220	43800	2240		001		\$27.79	\$27.79
DAVIS LOCK & SAFE	LOCK FOR CHLORINE ROOM BOOSTER	601	45050	3190		003		\$96.50	\$96.50
EBBEN, HEATHER	TRAVELERS MCCULLOUG	220	22040					\$369.00	\$369.00
FIEGEL, CHRISTOPHER	FACILITY REFUND	220	22040					\$50.00	\$50.00
FORESTRY SUPPLIERS INC	FORESTRY SUPPLIES	101	43900	2180				\$47.65	\$47.65
GARIANO, CAROL	MIND/BODY YOGA	220	22040					\$56.00	\$56.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 06-13-14	101	20418					\$5,670.00	\$5,670.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 06-13-14	101	20431					\$884.76	\$884.76
GIANDALIA, JASON	REFUND OF FOOD VENDOR	270	34900			318		\$525.00	\$525.00
GOPHER	COMMUNITY CENTER BASKETBALLS	220	43800	2180		003		\$1,163.17	\$1,163.17
GRAINGER, INC.	CARBON CARTRIDGE, TEMP PROBE, CARTRIDGE	220	43800	2240		001		\$175.22	\$175.22
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		\$15.43	\$15.43
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.30	\$16.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.30	\$16.30
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.47	\$15.47
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.47	\$15.47
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		\$23.75	\$23.75
GRUNDHOEFER, JOE	AQUATICS - LEVEL 1	220	22040					\$66.00	\$66.00
HAGEL, BETH	ALOHA SUMMER-4-10	220	22040					\$28.00	\$28.00
HEALTH PARTNERS	HEALTH INSURANCE: JULY 2014	101	20410					\$54,862.80	\$54,862.80
HEALTH PARTNERS	HEALTH INSURANCE: JULY 2014	101	20411					\$509.88	\$509.88
HEALTH PARTNERS	HEALTH INSURANCE: JULY 2014	101	20411					\$509.88	\$509.88
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$505.90	\$505.90
HIGGINS, JAMES	PASS REFUND	220	22040					\$200.00	\$200.00
HIGLEY, ERIN	FACILITY REFUND	220	22040					\$25.00	\$25.00
HOBART CORPORATION	PILOT STEM AND TIP, TUBE & ASSMBLY	220	43800	2240		001		\$259.02	\$259.02
HUBER, LORI	FACILITY REFUND	220	22040					\$25.00	\$25.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 06-13-14	101	21750					\$6,389.56	\$6,389.56
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 06-13-14	101	20430					\$655.00	\$655.00
JIMENEZ, ANDREA	ACTIVITY REFUND	220	22040					\$49.00	\$49.00
JORDAN, CAITLIN	PASS REFUND	220	22040					\$20.00	\$20.00
KE, OLIVIA	FACILITY REFUND	220	22040					\$50.00	\$50.00
KIMBALL, BETH	FACILITY REFUND	220	22040					\$50.00	\$50.00
LEAGUE OF MN CITIES INS TRUST	INS CLAIM: HALLOWEEN HOOPLA	260	47400	4340				\$2,024.73	\$2,024.73
LEE, JOHN	AQUATICS - PRESCHOOL	220	22040					\$122.00	\$122.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MENARDS CASHWAY LUMBER **FRIDL	PAINT BRUSHES AND SUPPLIES	601	45050	2280		003		\$38.94	\$38.94
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 06-13-14	101	20435					\$137.00	\$137.00
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 06-13-14	101	20420					\$35.00	\$35.00
MONTGOMERY, DAVID	MUSTANG GIRLS SUMMER BASKETBALL CAMP	225	43510	3190		012		\$4,484.00	\$4,484.00
PRECISION LANDSCAPE & TREE, IN	SHORT PAY WORK ORDER W014-2	101	43900	3190		002		\$40.00	\$40.00
PRECISION LANDSCAPE & TREE, IN	BOULEVARD STUMP REMOVAL W014-22 14-22	101	43900	3190		002		\$310.25	\$310.25
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 06-13-14	101	21740					\$27,934.60	\$27,866.27
		220	43800	1210				-\$68.33	
RHOLL, JEFFREY	FACILITY REFUND	220	22040					\$50.00	\$50.00
SHERER, JENNY	FACILITY REFUND	220	22040					\$25.00	\$25.00
SIGNATURE LIGHTING INC	ST LIGHT FIXTURES FOR CONST PROJECTS	604	42600	3810				\$3,555.00	\$18,170.00
		604	42600	5300				\$9,875.00	
		576	47000	5950				\$4,740.00	
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-755 CRYSTAL AVE	604	42600	3810		002		\$1,012.54	
SIMPLEXGRINNELL LP	SERVICE AGREEMENT FOR FIRE MONITORING	220	43800	3190		004		\$420.00	\$420.00
STRUVE, DIERDRE	FACILITY REFUND	220	22040					\$50.00	\$50.00
TARGET COMMERCIAL INVOICE	TENNIS BALLS & BASKETS FOR SAPC	225	43510	2170		011		\$49.65	\$77.61
		225	43510	2170		020		\$27.96	
TEKAUTZ, TIMOTHY	SOFTBALL UMPIRE MAY 27	225	43510	3190		001		\$48.00	
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 06-13-14	101	21710					\$22,913.92	
		101	21730					\$29,596.80	
		101	21735					\$6,922.04	\$59,432.76
TROOP #13779, GIRL SCOUT	FACILITY REFUND	220	22040					\$50.00	\$50.00
TROOP #56557, GIRL SCOUT	FACILITY REFUND	220	22040					\$25.00	\$25.00
TSAI, ROSALINE	FACILITY REFUND	220	22040					\$50.00	\$50.00
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS:06-13-14	101	20420					\$58.00	
VANCLEAVE, MERSINA	FACILITY REFUND	220	22040					\$25.00	\$25.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$777.55	\$777.55
WATSON COMPANY	BREAK ROOM SUPPLIES	101	40800	2180				\$143.27	\$143.27
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,342.28	\$1,342.28
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$74.33	\$177.41
		101	40800	2180				\$103.08	
WELTER, CATHERINE	FACILITY REFUND	220	22040					\$50.00	\$50.00
WIN-911 SOFTWARE	ALERT SOFTWARE FOR SCADA WATER SYSTEM	601	45050	3190		003		\$395.00	\$395.00
XCEL ENERGY	MAINTENANCE CENTER: ELECTRIC/GAS	701	46500	3610				\$1,389.89	\$1,587.03
		701	46500	2140				\$197.14	
XCEL ENERGY	BOOSTER STATION: ELECTRIC	601	45050	3610				\$219.90	
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610				\$12,645.26	\$12,645.26
YALE MECHANICAL INC	AHU REPAIR	220	43800	3810		003		\$3,160.57	\$3,160.57

Total of all invoices: \$219,129.69

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
MINNESOTA DEPARTMENT OF HEALTH	COMMUNITY CENTER CAFE HOSPITALITY FEE	220	43800	2590		002		-\$35.00	-\$35.00
MINNESOTA DEPARTMENT OF HEALTH	JOSLIN/CLASS C LIC	601	45050	4500		003		-\$23.00	-\$23.00
AMSAN BRISSMAN KENNEDY	BALANCE OF INVOICE	220	43800	2110				\$116.99	\$116.99
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE - 06-20-14	101	20431					\$150.00	\$150.00
LILLIE SUBURBAN NEWSPAPERS INC	30 DAYS FOR 30 DOLLARS AD	220	43800	2201		001		\$422.00	\$422.00
MINNESOTA DEPARTMENT OF HEALTH	COMMUNITY CENTER CAFE HOSPITALITY FEE	220	43800	2590		002		\$35.00	\$35.00
MINNESOTA DEPARTMENT OF HEALTH	JOSLIN/CLASS C LIC	601	45050	4500		003		\$23.00	\$23.00
MINNESOTA DEPARTMENT OF REV -	ON ROAD DIESEL FUEL TAX: MAY 2014	701	46500	2120				\$279.59	\$279.59
MINNESOTA DEPT LABOR AND INDUS	BUILDING SURCHARGE REPORT: MAY 2014	101	20802					\$2,649.97	\$2,596.97
		101	34060					-\$53.00	
NEOFUNDS BY NEOPOST	POSTAGE/INVOICE PPLNO1001	101	40200	3220				\$3,118.70	
ON CALL SERVICES INC	WALL MATS FOR TODDLER UNIT PLAYGROUND	220	43800	3810		006		\$1,085.00	\$1,085.00
PRESS PUBLICATIONS	MV ACADEMIC ACHIEVERS-30 DAYS AD	220	43800	2201		001		\$39.00	\$39.00
PRESS PUBLICATIONS	30 DAYS LARGE AD	220	43800	2201		001		\$524.00	\$524.00
SHORT ELLIOTT HENDRICKSON, INC	PILING INSPECTION HWY 96 WATER & SEWER	602	45550	3190				\$623.46	\$623.46
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003		\$1,105.71	\$1,385.79
		101	43710	3210				\$245.82	
		601	45050	3210				\$34.26	
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001		\$60.00	\$60.00
XCEL ENERGY	SURFACE WATER: ELECTRIC	603	45900	3610				\$99.75	
XCEL ENERGY	SIRENS: ELECTRIC	101	41500	3610				\$42.96	\$42.96
XCEL ENERGY	LIFT STATIONS: ELECTRIC	603	45850	4890		003		\$200.10	\$200.10
XCEL ENERGY	COMMUNITY CENTER: ELECTRIC/GAS	220	43800	3610				\$18,447.52	\$22,095.46
		220	43800	2140				\$3,647.94	
XCEL ENERGY	TRAFFIC SIGNALS: ELECTRIC	101	42200	3610				\$514.70	
Total of all invoices:									\$33,354.47

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AGGRESSIVE HYDRAULICS INC	HYDRAULIC REPAIR UNIT 203	701	46500	2220		001		\$445.00	\$445.00
AMAZON.COM	BUSINESS CARD MAGNETS	225	43555	2170				\$23.63	\$23.63
AMERICAN RED CROSS-HEALTH & SA	CPR/AED: QVALE	220	43800	4500				\$27.00	\$27.00
AMERICAN RED CROSS-HEALTH & SA	CPR MASKS/MANUALS	220	43800	2200				\$276.28	\$276.28
AMSAN BRISSMAN KENNEDY	SOAP REFILL	220	43800	2110				\$657.58	\$657.58
AMSAN BRISSMAN KENNEDY	FOAM SOAP REFILL	220	43800	2110				\$315.50	\$315.50
AMSAN BRISSMAN KENNEDY	FLOOR CLNR/TILE CLNR/PPR TWL/VAC BAG	220	43800	2110				\$582.06	\$582.06
AMSAN BRISSMAN KENNEDY	BATH TISSUE/CAN LINERS	220	43800	2110				\$206.07	\$206.07
AMSAN BRISSMAN KENNEDY	TILE CLEANER	220	43800	2110				\$397.28	\$397.28
ANDERSON'S ALPHABET U	PRESCHOOL GRADUATION CAPS	225	43555	2170				\$61.55	\$61.55
BEST BUY BUSINESS ADVANTAGE AC	STEREO/WATER EXERCISE PROGRAM	225	43530	2170		003		\$107.11	\$107.11
C & E HARDWARE	PAINT AND SUPPLIES	701	46500	2180		001		\$10.14	\$10.14
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$414.57	\$414.57
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES	230	40900	3190		002		\$94.85	\$94.85
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES	230	40900	3190		002		\$94.85	\$94.85
COMCAST.COM	MODEM 2 INTERNET CHARGES	230	40900	3190		002		\$129.85	\$129.85
COORDINATED BUSINESS SYSTEMS	POSTAGE MACHINE SUPPLY: INK	101	40200	3220				\$105.00	\$105.00
DELTA.COM	FLIGHT TICKET: MARK MALONEY	101	42050	4500				\$655.00	\$655.00
DIAMOND VOGEL PAINT	PAINT FOR WESTIN WOODS	601	45050	2280		005		\$40.39	\$40.39
DICKS SPORTING GOODS	TENNIS BALLS	225	43510	2170		015		\$128.23	\$128.23
DOMINOS.COM	SUMMER DISCOVERY STAFF TRAINING	225	43535	2170		002		\$216.88	\$216.88
DYNAMEX DELIVERS NOW/ROADRUNNE	DELIVERY TO EAGAN POST OFFICE - 5-31-14	601	45050	3220		001		\$20.79	\$41.58
		602	45550	3220		001		\$20.79	
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		003		\$166.01	\$166.01
GRAINGER, INC.	CLEAR THERMOSTAT COVER	220	43800	2240		001		\$29.16	\$29.16
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.45	\$15.45
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.31	\$16.31
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.32	\$16.32
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.41	\$15.41
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.42	\$15.42
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.40	\$15.40
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.42	\$15.42
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.41	\$15.41
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GREEN MILL PIZZA	EDA SUPPLIES	240	44400	2180		001		\$110.96	\$110.96
HAWKINS, INC.	CHEMICAL ORDER	220	43800	2160		001		\$1,331.05	\$1,331.05
HORIZON COMMERCIAL POOL SUPPLY	REPAIRS TO PIPING IN POOL PUMP ROOM	220	43800	3810		007		\$450.44	\$450.44
IDENTISYS	SLOT PUNCH - MEMBERSHIP OFFICE	220	43800	2180		002		\$81.86	\$81.86
KOWALSKI'S	SENIOR SPRING TEA SUPPLIES	225	43590	2174		003		\$11.98	\$11.98
L'ALLIER CONCRETE, INC	CURB REPLACEMENT WATER AND STORM	601	45050	3190		004		\$4,500.00	\$8,300.00
		603	45850	3190		003		\$3,800.00	
L'ALLIER CONCRETE, INC	PAD AT WESTIN WOODS	601	45050	3190		003		\$3,230.00	
MATHESON TRI-GAS INC	CO2	220	43800	2160		002		\$96.44	\$96.44
MCHUGH, DAN	CHEERLEADING CAMP (JUNE 11-13)-15 KIDS	225	43510	3190		012		\$930.00	\$930.00
MINNESOTA ASSOCIATION OF	NORTHERN LIGHTS AWARDS RECEPTION	101	40200	4890		001		\$28.00	\$28.00
MN DEPT OF HEALTH	STATE CONNECTION FEE - 4/1/14 TO 6/30/14	801	21820					\$13,527.00	\$13,527.00
MOVING EQUIPMENT RENTAL INC.	MOVING EQUIPMENT CHARGES	101	40200	5700				\$292.50	\$292.50

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
NATIONAL STUDENT CLEARING HOUS	DEGREE VERIFICATION	101	40210	4890		006		\$10.95	\$10.95
NATIONAL STUDENT CLEARING HOUS	DEGREE VERIFICATION	101	40210	4890		006		\$9.95	\$9.95
NEW BRIGHTON PARKS & RECREATIO	LIFEGUARD INSTRUCTOR TRAINING: LOSINSKI	220	43800	4500				\$285.00	\$285.00
NORTHERN TOOL AND EQUIPMENT CO	FIELD LINES TRANSMISSION PUMP/HOSE	701	46500	2220				\$129.98	\$129.98
NORTHERN TOOL AND EQUIPMENT CO	HERBICIDE SPRAYER/HOSE REPAIR SUPPLIES	701	46500	2220				\$216.92	\$216.92
NORTHSTAR INSPECTION SERVICE I	INSPECTION SERVICES JUNE 2014	101	44300	3190				\$910.00	\$910.00
PLUMBMASTER, INC	PRESS FITTING/TUBES/PUSH BAR KIT	220	43800	2240		001		\$63.46	\$63.46
PLUMBMASTER, INC	ALSONS 24" WALL BAR	220	43800	2240		003		\$300.77	\$300.77
Q3 CONTRACTING	ST LIGHT 2ND BUCHER/EVERGREEN 13-05	604	42600	5300				\$626.00	\$626.00
SAM'S CLUB DIRECT	LUNCHROOM SUPPLIES: PLATES	101	40800	2180				\$89.86	\$89.86
SAM'S CLUB DIRECT	FM SPECIAL EVENT 6/17 - WATERMELONS	225	43590	2174		001		\$144.29	\$144.29
SAM'S CLUB DIRECT	BUG SPRAY - CONCERTS & MOVIES	225	43590	2173		002		\$134.78	\$134.78
SHORT ELLIOTT HENDRICKSON, INC	CONST SERVICES OWASSO ST PROJECT 09-12	571	47000	5910				\$3,881.77	\$3,881.77
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-4744 LARSON RD	604	42600	3810		003		\$229.04	\$229.04
SIGNATURE LIGHTING INC	STREET LT REPAIR-551 VICKI/481 SHERWOOD	604	42600	3810		002		\$1,390.63	\$1,390.63
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-4410 CHATSWORTH ST	604	42600	3810		002		\$1,399.68	\$1,399.68
SIGNATURE LIGHTING INC	STREET LIGHT REPAIR-193 GALTIER PL	604	42600	3810		003		\$579.26	\$579.26
SIMPLEXGRINNELL LP	ALARM AND DETECTION MONITORING	220	43800	3190		004		\$156.00	\$156.00
SUNSHINE YOGA	YOGA BLOCKS FOR FITNESS CLASSES	225	43530	2170		001		\$65.35	\$65.35
TARGET COMMERCIAL INVOICE	TENNIS RACQUETS	225	43510	2170		011		\$69.13	\$138.25
		225	43535	2170		001		\$69.12	
TARGET COMMERCIAL INVOICE	YARD GUARD - CONCERTS & MOVIES	225	43590	2173		002		\$86.16	
TOTAL TOOL SUPPLY INC	HANDLE AND SCREW DRIVERS	701	46500	2400		003		\$32.69	\$32.69
TRADER JOE'S	SENIOR SPRING TEA SUPPLIES	225	43590	2174		003		\$54.09	\$54.09
ULI MINNESOTA.ORG	HOUSING SUMMIT: NIKI HILL	101	44100	4500				\$25.00	\$25.00
UNITED PARCEL SERVICE	SHIPPING CHARGE: MOORE MEDICAL	220	43800	4890				\$43.47	\$43.47
UNITED PARCEL SERVICE	ADDITIONAL SHIPPING CHARGE:MOORE MEDICAL	220	43800	4890				\$9.01	\$9.01
VISR.NET	SOCKS FOR RESALE AT COMMUNITY CENTER	220	43800	2591		002		\$276.86	\$276.86
WATSON COMPANY	BREAK ROOM SUPPLIES	101	40800	2180				\$266.66	\$266.66
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$195.78	\$195.78
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,993.25	\$1,993.25
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,432.15	\$1,432.15
WEKO, THOMAS E.	GIRLS VOLLEYBALL CAMP/JUNE 9-19;79 KIDS	225	43510	3190		012		\$7,953.00	\$7,953.00
XCEL ENERGY	SLICE OF SHOREVIEW: ELECTRIC	270	40250	3610				\$12.84	\$12.84
XCEL ENERGY	TRAFFIC SIGNAL SHARED W/ARDEN HILLS:ELEC	101	42200	3610				\$42.34	\$42.34
XCEL ENERGY	WATER TOWERS: ELECTRIC	601	45050	3610				\$50.80	\$50.80
YALE MECHANICAL INC	INSTALLED 8" RUNOUT AND DIFFUSER	220	43800	3810		001		\$660.58	\$660.58
YALE MECHANICAL INC	FITNESS CENTER AHU REPAIR	220	43800	3810		002		\$3,172.46	\$3,172.46

Total of all invoices: \$60,909.97

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A & L SUPERIOR SOD, INC	SOD FOR WATERMAIN REPAIRS	601	45050	2280		002		\$46.20	\$46.20
A & L SUPERIOR SOD, INC	SOD FOR WATER MAIN	601	45050	2280		002		\$30.60	\$30.60
ADVANCED ENGINEERING AND	WTP PRELIMINARY DESIGN CP14-02	454	47000	5910				\$2,992.00	\$2,992.00
ADVENTURE CLUB, WESTONKA	FACILITY REFUND	220	22040					\$80.96	\$80.96
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: JULY 2014	101	20412					\$1,906.77	\$1,906.77
AUTOMOTIVE REFLECTIONS	INS CLAIM C0031933/UNIT 211	260	47400	4340				\$799.50	\$799.50
AUTOMOTIVE REFLECTIONS	INS CLAIM C0032206/UNIT 206	260	47400	4340				\$450.00	\$450.00
BEISSWENGERS HARDWARE	REPAIR SUPPLIES CC	220	43800	2240		001		\$31.61	\$31.61
BERGSRUD, DAVE	TIED IN KNOTS	220	22040					\$46.00	\$46.00
C & E HARDWARE	PAINT FOR BOOSTER	601	45050	2280		005		\$11.97	\$11.97
CARRAHER, JEAN	FACILITY REFUND	220	22040					\$25.00	\$25.00
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX/PAYDATE 06-27-14	101	21720					\$10,163.92	\$10,163.92
COORDINATED BUSINESS SYSTEMS	POSTAGE MACHINE SUPPLIES: INK	101	40200	3220				\$121.35	\$121.35
DEBORAH A. SORENSON, D.C.	STAFF DEVELOPMENT	101	40500	4500		010		\$100.00	\$100.00
ELLESON, TAURA	REVVING- GROUP CYCLE	220	22040					\$65.70	\$65.70
ENGLUND, LAURIE	FACILITY REFUND	220	22040					\$300.00	\$300.00
FRAIJ, DUA	FACILITY REFUND	220	22040					\$300.00	\$300.00
FRATTALLONES HARDWARE STORES	FITNESS STUDIO ROPE LIGHTING REPLACEMENT	225	43530	2170		002		\$27.98	\$27.98
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 06-27-14	101	20418					\$5,670.00	\$5,670.00
GOVERNMENT FINANCE OFFICERS AS	GFOA CERTIFICATE REVIEW FEE	101	40500	4890		010		\$435.00	\$435.00
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 06-27-14	101	21750					\$6,598.04	\$6,598.04
JOHNSON, KRISTI	AQUATICS - PRESCHOOL	220	22040					\$136.00	\$136.00
KELZENBERG, DONNA	RING OF FIRE	220	22040					\$62.00	\$62.00
LAKE JOHANNA FIRE DEPT	IRRIGATION REPAIR OWASSO REALIGN CP09-12	571	47000	5900				\$734.27	\$734.27
LEAGUE OF MN CITIES INS TRUST	PROPERTY/LIABILITY INS-4TH INSTALLMENT	101	40500	3410				\$11,428.10	\$32,980.50
		101	40800	3410				\$396.50	
		101	41200	3410				\$355.75	
		101	41500	3410				\$218.75	
		101	43450	3410				\$274.75	
		101	43710	3410				\$5,205.75	
		210	42750	3410				\$98.52	
		220	43800	3410				\$2,356.36	
		225	43400	3410				\$286.07	
		230	40900	3410				\$34.33	
		601	45050	3410				\$1,286.86	
		602	45550	3410				\$5,134.35	
		603	45850	3410				\$187.25	
		603	45900	3410				\$276.50	
		604	42600	3410				\$52.66	
		701	46500	3410				\$5,388.00	
LENDE, SHAMUS	FACILITY REFUND	220	22040					\$25.00	\$25.00
LETHERT, ANNE	FACILITY REFUND	220	22040					\$50.00	\$50.00
LISTON, JARED	PIRATES COVE	220	22040					\$24.00	\$24.00
MALONE, EMILY	PASS REFUND	220	22040					\$151.60	\$151.60
MENARDS CASHWAY LUMBER **FRIDL	SHOVELS AND SUPPLIES	601	45050	2280		001		\$42.83	\$42.83
MENARDS CASHWAY LUMBER **FRIDL	PIPE FOR SEWER	602	45550	2280		001		\$60.75	\$60.75
MICKELSEN, SHARLENE	FACILITY REFUND	220	22040					\$50.00	\$50.00
MINNESOTA POLLUTION CONTROL AG	SEWER EXAM FEE/EWELL/FRANDRUP/KIFFE	602	45550	4500		003		\$50.00	\$50.00
MN CENTER FOR FISCAL EXCELLENC	2014 MEMBERSHIP DUES	101	40500	4330		007		\$161.00	\$161.00
NEUMANN, ANDREA	FACILITY REFUND	220	22040					\$25.00	\$25.00
OLSON, DOROTHY	RING OF FIRE	220	22040					\$62.00	\$62.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ORKIN EXTERMINATING CO INC.	PEST CONTROL LARSON HOUSE	101	40800	3190				\$81.33	\$81.33
PAULSON, KYLE	FACILITY REFUND	220	22040					\$300.00	\$300.00
PLUG'N PAY TECHNOLOGIES INC.	MAY/RETAIL/CC FEES	220	43800	4890		002		\$168.94	\$228.00
		225	43400	4890				\$59.06	
PLUG'N PAY TECHNOLOGIES INC.	MAY/ECOMM/CC FEES	220	43800	4890		002		\$1.11	
		225	43400	4890				\$44.87	\$45.98
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 06-27-14	101	21740					\$27,399.07	
RICOH USA INC.	TONER CONTAINER RETURN BOX	101	40200	3850		002		\$19.00	\$19.00
ROWELL, ANDREW	PASS REFUND	220	22040					\$80.00	\$80.00
SCHULZE, KRISTIN	AQUATICS - LEVEL 1	220	22040					\$64.00	\$64.00
SEVERSON, VANCE	FACILITY REFUND	220	22040					\$50.00	\$50.00
SPRINGMAN, BLAKE	PASS REFUND	220	22040					\$414.00	\$414.00
TARGET COMMERCIAL INVOICE	ADVENTURE QUEST PLAYGROUNDS SUPPLIES	225	43590	2175		002		\$58.44	\$58.44
THILL, STACI	OUTDOOR GAMES	220	22040					\$42.00	\$42.00
THORSON, CARRIE	TIED IN KNOTS	220	22040					\$46.00	\$46.00
TIKU, SEGAI	FACILITY REFUND	220	22040					\$50.00	\$50.00
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 06-27-14	101	21710					\$24,030.03	
		101	21730					\$31,996.42	
		101	21735					\$7,499.76	\$63,526.21
TRENCH, MEGAN	MIND/BODY YOGA	220	22040					\$72.00	\$72.00
TROOP #13780, GIRL SCOUT	FACILITY REFUND	220	22040					\$25.00	\$25.00
U S BANK/REVTRAK	MAY 2014 CREDIT CARD FEES	101	44300	4890		001		\$918.35	
		101	44100	4890		001		\$13.39	
		220	43800	4890		002		\$2,506.87	\$7,221.73
		225	43400	4890				\$2,245.66	
		601	45050	4890		003		\$768.73	
		602	45550	4890		003		\$768.73	
VANCO SERVICES	MAY FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003		\$118.25	\$118.25
VERIZON WIRELESS	CELL PHONE SERVICE - MAY 11-JUNE 10,2014	101	44300	3190				\$35.00	\$942.80
		601	45050	3190				\$366.00	
		101	40200	3210				\$541.80	
XCEL ENERGY	WELLS: ELECTRIC	601	45050	3610				\$9,197.54	
		601	45050	2140				\$166.42	

Total of all invoices: \$174,965.32

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
AMERICAN MESSAGING	LOCK BOX PAYMENT	101	40210	3190		009		\$3.99	\$3.99
BANDT, CARLY	SOCCER REF JUNE 25 & 26	225	43510	3190		007		\$80.00	\$80.00
BEADLE, CHRIS	FACILITY REFUND	220	22040					\$25.00	\$25.00
BEISSWENGERS HARDWARE	HORNET SPRAY FOR PARKS	101	43710	2260				\$6.38	\$6.38
BERISKO, HANNAH	FACILITY REFUND	220	22040					\$300.00	\$300.00
BLING BANDITS	MERCHANDISE FOR RESALE	220	43800	2591		002		\$106.00	\$106.00
C & E HARDWARE	SOAP	701	46500	2183		001		\$30.58	\$30.58
CAMPANO-PIZANO, EUGENIA	FACILITY REFUND	220	22040					\$50.00	\$50.00
CAPRA'S UTILITIES INC	SEWER DIG AT 840 ARBOGAST	602	45550	3190		002		\$2,175.00	\$2,175.00
CARLSON, DANIEL	FACILITY REFUND	220	22040					\$50.00	\$50.00
CHERUIYOT, HELLEN	FACILITY REFUND	220	22040					\$278.82	\$278.82
COCA COLA REFRESHMENTS	WAVE CAFE BEVERAGE FOR RESALE	220	43800	2590		001		\$296.73	\$296.73
DAVIDSON, KIMBERLY	AQUATICS - LEVEL 5	220	22040					\$68.00	\$68.00
DELARCO, MICHAEL	FACILITY REFUND	220	22040					\$25.00	\$25.00
DELTA DENTAL	DENTAL COVERAGE: JULY 2014	101	20415					\$6,855.94	\$7,172.79
		101	20411					\$316.85	
ELVIDGE, RYAN	SOCCER REF JUNE 25	225	43510	3190		007		\$40.00	\$40.00
ERICKSON, RICHARD K	REFUND CLOSING OVRPYMT-4330 VIVIAN AVE	601	36190			003		\$90.00	\$90.00
FINANCE & COMMERCE, INC.	AD FOR BID TRAIL PROJ 14-05	445	47000	5950				\$189.59	\$189.59
FIRST STUDENT, INC	JUNE 25 & JUNE 27 FIELD TRIP BUS COST	225	43590	3175		002		\$412.50	\$1,262.50
		225	43535	3190		003		\$850.00	
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 07-07-14	101	20431					\$624.37	
GIBSON, SHERI	FACILITY REFUND	220	22040					\$25.00	\$25.00
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.50	\$15.50
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.36	\$16.36
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.46	\$15.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.45	\$15.45
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.46	\$15.46
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		\$16.33	\$16.33
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.46	\$15.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.49	\$15.49
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		\$15.46	\$15.46
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.46	\$15.46
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
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GREFSRUD, JOHANNA	FACILITY REFUND	220	22040					\$150.00	\$150.00
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$514.40	\$514.40
HICKMAN, LOIS	REFUND CLOSING OVRPYMT-4160 NANCY PLACE	601	36190			003		\$78.84	\$78.84
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/JULY 2014	220	43800	3960		003		\$1,089.00	\$1,089.00
KANSAS STATE BANK-GOVT FINANCE	CONTRACT LEASE PAYMENT/JULY 2014	220	43800	3960		004		\$1,320.00	\$1,320.00
KOIVISTO, VICKI	FACILITY REFUND	220	22040					\$252.80	\$252.80
LAMUSGA, LINDA	FACILITY REFUND	220	22040					\$50.00	\$50.00
MARION, KAREN	FACILITY REFUND	220	22040					\$25.00	\$25.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
MARSH, GENE AND KATHLEEN	REFUND CLOSING OVRPYMT-1444 WILLOW CR LN	601	36190			003	\$68.91	\$68.91
MATHESON TRI-GAS INC	CO2	220	43800	2160		002	\$96.44	\$96.44
MILL CITY MUSEUM	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001	\$580.00	\$580.00
MILL CITY MUSEUM	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001	\$510.00	\$510.00
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING SUPERVISOR-SUMMER PICTURE NIGHT	225	43510	3190		015	\$81.00	\$81.00
MOUNDS VIEW PUBLIC SCHOOLS	BUILDING FEE - WEKO & MONTGOMERY CAMPS	225	43510	3190		015	\$376.20	\$376.20
MOYER, SCOTT	FACILITY REFUND	220	22040				\$50.00	\$50.00
MRPA	SUMMER SOFTBALL TEAM REG	225	43510	3190		001	\$441.00	\$441.00
NAPA AUTO PARTS	FUSE AND HOLDER FOR 612	701	46500	2220		002	\$8.28	\$8.28
NELSON, ROBYN	AQUATICS - SD LEV 5	220	22040				\$136.00	\$136.00
OF GLORY CHURCH, CROSS	FACILITY REFUND	220	22040				\$42.12	\$42.12
ORIENTAL TRADING COMPANY	CC TOYS FOR RESALE	220	43800	2591		002	\$399.49	\$399.49
PARTY, MVHS SENIOR	FACILITY REFUND	220	22040				\$300.00	\$300.00
POSTMASTER	DEPOSIT IN PERMIT IMPRINT 5606-SHOREVIEW	602	45550	3220		001	\$600.00	\$1,200.00
		601	45050	3220		001	\$600.00	
RUDBERG, MATTHEW	FACILITY REFUND	220	22040				\$25.00	\$25.00
SATT, MARK ANDREW	DEPOSIT FOR SLICE OF SHOREVIEW	270	40250	3190		001	\$1,000.00	\$1,000.00
SCHULTZ, CHERYL	AQUA SPLASH WATER EX	220	22040				\$52.00	\$52.00
SCHULZE, KRISTIN	VALLEYFAIR	220	22040				\$47.00	\$47.00
SHARMA, SHAILJA	FACILITY REFUND	220	22040				\$25.00	\$25.00
SOUTHDALE, YMCA	FACILITY REFUND	220	22040				\$80.96	\$80.96
SYSCO FOOD SERVICES OF MN, INC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$481.90	\$481.90
ULTIMATE EVENTS	SLICE OF SHOREVIEW SHOWMOBLIE	270	40250	3950		005	\$2,286.08	\$2,286.08
VANSCOY, RODERIC	FACILITY REFUND	220	22040				\$25.00	\$25.00
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,172.23	\$1,172.23
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001	\$1,139.15	\$1,139.15
YANG, LINDA	FACILITY REFUND	220	22040				\$32.14	\$32.14

Total of all invoices: \$27,383.91
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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
A-1 HYDRAULICS SALES & SERVICE	HYDRAULIC SWIVEL	701	46500	2220		002		\$35.71	
ABBOTT PAINT & CARPET	PAINT FOR TOILET ENCLOSER AT SITZER	101	43710	2240				\$86.98	\$86.98
ABLE HOSE & RUBBER INC.	BANDIT TOOL REPAIR KIT	701	46500	2180		001		\$49.28	\$49.28
AID ELECTRIC CORPORATION	NEW WIRE TO BOOSTER 2	601	45050	3190		003		\$1,950.00	\$1,950.00
ALLEN, DEANNE	MINUTES-CC 6/16/CC SPECIAL 6/16/PC 6-24	101	40200	3190		001		\$400.00	\$550.00
		101	44100	3190				\$150.00	
ALLEN, DEANNE	EDA MINUTES - 6/16/14	240	44400	3190				\$200.00	
ALLIANCE BENEFIT GROUP INC	COBRA NOTICES-NEW HIRE	101	40210	3190		003		\$12.00	\$12.00
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$21.43	\$21.43
AMSAN BRISSMAN KENNEDY	HAND SOAP CC	220	43800	2110				\$96.57	\$96.57
AMSAN BRISSMAN KENNEDY	BLUE TOWELS FOR CLEANING	101	43710	2110				\$128.68	\$128.68
ARAMARK REFRESHMENT SERVICES	COFFEE & SUPPLIES MAINTENANCE CENTER	701	46500	2183		003		\$136.59	\$136.59
ASSOCIATION MAINTENANCE, LLC	GRASS MOWING - MCGUIRE PROPERTY	307	44100	4890				\$160.00	\$160.00
BADGER METER INC.	READCENTER SOFTWARE MAINT RENEWAL	101	40550	3860		017		\$1,050.00	\$1,050.00
BARSNESS, KIRSTIN	JUNE ECONOMIC DEVELOPMENT CONSULTING	240	44400	3190				\$1,356.25	\$1,356.25
BATTERIES PLUS	BATTERIES FOR EMERGENCY LIGHTS	701	46500	2183		001		\$29.90	\$29.90
BAUER BUILT TIRE AND BATTERY I	TUBE FOR TOOL CAT	701	46500	2220		002		\$13.18	\$13.18
BEISSWENGERS HARDWARE	IRRIGATION REPAIR SUPPLIES	101	43710	2240				\$3.18	\$3.18
BEISSWENGERS HARDWARE	BOLTS FOR TENNIS COURT AT B THEISEN	101	43710	2240				\$9.54	\$9.54
BEISSWENGERS HARDWARE	IRRIGATION REPAIR SUPPLIES	101	43710	2240				\$5.16	\$5.16
BEISSWENGERS HARDWARE	PLASTIC SHEETING FOR SANDBAGGING	101	42200	2180		001		\$19.99	\$19.99
BIFF'S, INCORPORATED	BUCHER PARK UNITS	101	43710	3950				\$363.50	\$363.50
BIFF'S, INCORPORATED	COMMONS PARK UNITS	101	43710	3950				\$363.50	\$363.50
BIFF'S, INCORPORATED	LAKE JUDY PARK UNIT	101	43710	3950				\$166.00	\$166.00
BIFF'S, INCORPORATED	MCCULLOUGH PARK UNITS	101	43710	3950				\$266.00	\$266.00
BIFF'S, INCORPORATED	RICE CREEK FIELDS UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	SITZER PARK UNITS	101	43710	3950				\$363.50	\$363.50
BIFF'S, INCORPORATED	SHAMROCK PARK UNITS	101	43710	3950				\$496.50	\$496.50
BIFF'S, INCORPORATED	THEISEN PARK UNIT	101	43710	3950				\$166.00	\$166.00
BIFF'S, INCORPORATED	WILSON PARK UNIT	101	43710	3950				\$363.50	\$363.50
BIFF'S, INCORPORATED	SNAIL LAKE SCHOOL UNIT	101	43710	3950				\$68.50	\$68.50
BIFF'S, INCORPORATED	EMMITT WILLIAMS SCHOOL UNIT	101	43710	3950				\$39.15	\$39.15
BLACKBURN MANUFACTURING COMPAN	PAINT AND FLAGS	601	45050	2280		001		\$418.80	\$975.90
		602	45550	2280		001		\$303.06	
		604	42600	2180				\$254.04	
BLACKBURN MANUFACTURING COMPAN	MARKING PAINT	602	45550	2280		001		\$52.04	\$52.04
CBIZ BENEFITS & INSURANCE SVC,	INSURANCE FEES 6/26/14-6/26/15	101	40210	3190		012		\$248.71	\$248.71
CENTRAL WOOD PRODUCTS	HARDWOOD MULCH	101	43710	2260				\$1,770.50	\$1,770.50
CONTINENTAL RESEARCH CORPORATI	ACTION FOR LIFT STATIONS	602	45550	2282		001		\$873.39	
DART PORTABLE STORAGE	STORAGE 6/12-7/11/14 - MCGUIRE	307	44100	4890				\$180.00	\$180.00
DIAMOND VOGEL PAINT	HYDRANT PAINT	601	45050	2280		003		\$275.94	\$275.94
DIAMOND VOGEL PAINT	PAVEMENT MARKING PAINT	101	42200	2180		004		\$706.00	\$706.00
DOCK DOGS NORTHERN STARS	FINAL PAYMENT FOR SLICE	270	40250	3190		002		\$2,750.00	\$2,750.00
FERGUSON WATERWORKS #2516	REPAIR LOCATOR	601	45050	2280		001		\$30.28	\$30.28
FERGUSON WATERWORKS #2516	HYDRANT PARTS	601	45050	2280		003		\$430.10	\$430.10
FRATTALLONES HARDWARE STORES	FITNESS STUDIO REPLACEMENT ROPE LIGHTS	225	43530	2170		002		\$27.98	\$27.98
FRATTALONE COMPANIES, INC.	MCGUIRE HOME DEMO	307	44100	4890				\$5,000.00	\$5,000.00
GRAINGER, INC.	BARRICADE TAPE FOR FARMERS MARKET	101	43710	2240				\$20.40	\$20.40
GRAINGER, INC.	9VOLT BATTERIES FOR IRRIGATION CLOCKS	101	43710	2240				\$12.40	\$12.40
GRAINGER, INC.	RUBBER BOOTS FOR CREW	101	43710	2180				\$55.96	\$55.96
GREATER METROPOLITAN HOUSING C	2014 HOUSING RESOURCES CENTER SERVICES	241	44500	3190				\$12,000.00	\$12,000.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
GTS EDUCATIONAL EVENTS	AMEM CONFERENCE FALL TRAINING/CURLEY	101	42050	4500			\$150.00	\$150.00
HOTSY EQUIPMENT CO	SOAP AND WAND NOZZLE	701	46500	2183		001	\$360.33	\$360.33
INDUSTRIAL DOOR COMPANY, INC	REPAIR LOOP IN OVERHEAD GARAGE DOOR	701	46500	3196		001	\$2,059.52	\$2,059.52
LAKE JOHANNA FIRE DEPT	SECOND HALF PAYMENT FOR SERVICES	101	41200	3190			\$510,977.69	\$510,977.69
LARKIN HOFFMAN DALY & LINDGREN	TIF CONSULTING	307	44100	4890			\$18,890.00	\$18,890.00
LUBRICATION TECHNOLOGIES, INC	GREASE AND OIL	701	46500	2180		001	\$926.42	\$926.42
LUBRICATION TECHNOLOGIES, INC	MOTOR OIL 15W40 AND GREASE	701	46500	2180		001	\$1,151.67	\$1,151.67
MAC QUEEN EQUIPMENT INC.	REPAIR OF CROSSWIND	701	46500	3190		001	\$148.11	\$148.11
MAC QUEEN EQUIPMENT INC.	DIRT SHOE FOR SWEEPER	701	46500	2220		002	\$66.16	\$66.16
MANDSFIELD OIL COMPANY	DIESEL FUEL	701	46500	2120		002	\$6,198.61	\$6,198.61
MANDSFIELD OIL COMPANY	UNLEADED FUEL	701	46500	2120		001	\$2,932.60	\$2,932.60
MASTER-LINK SPORTS INC	QRTLY FEE: PREV MAINT SERVICE/REPAIR	220	43800	2240		002	\$1,252.00	\$1,252.00
MENARDS CASHWAY LUMBER **FRIDL	GROOVE JOINT PLIERS AND WORK BOX	101	43710	2400			\$32.80	\$32.80
MENARDS CASHWAY LUMBER *MAPLEW	SINGLE PLY TOILET PAPER FOR CRACKFILLING	101	42200	2180		001	\$25.98	\$25.98
METERING & TECHNOLOGY SOLUTION	2" COMPOUND ORION FOR KENT STREET	601	45050	2510		001	\$180.00	\$180.00
MINNESOTA SAFETY COUNCIL	MEMBERSHIP DUES	101	40210	4330			\$465.00	\$465.00
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES	101	43710	2240			\$45.76	\$45.76
MTI DISTRIBUTING, INC	V BELT	701	46500	2180		001	\$80.42	\$80.42
MTI DISTRIBUTING, INC	IRRIGATION PIPE AND WIRE HWY 96 PROJECT	602	47000	5950			\$238.74	\$238.74
MTI DISTRIBUTING, INC	IRRIGATION PIPE FOR HWY 96 PROJECT	602	47000	5950			\$654.89	\$654.89
MTI DISTRIBUTING, INC	FILTERS FOR GROUND MASTERS	701	46500	2220		002	\$36.96	\$36.96
MTI DISTRIBUTING, INC	BRAKE CABLE	701	46500	2220		002	\$68.56	\$68.56
MTI DISTRIBUTING, INC	FUEL CAP	701	46500	2220		002	\$13.44	\$13.44
MTI DISTRIBUTING, INC	IRRIGATION REPAIR SUPPLIES PARKS	101	43710	2240			\$110.15	\$110.15
NEWMAN SIGNS	INTERSTATE SIGNS FOR RICE CREEK PKWY	101	42200	2180		003	\$192.93	\$192.93
NORTHERN ELECTRICAL CONTRACTOR	REPLACE GFI OUTLET AND CHECK PUMP	101	43710	3190			\$150.00	\$150.00
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO POOL LIGHTING CC	220	43800	3810		007	\$1,420.00	\$1,420.00
NORTHERN ELECTRICAL CONTRACTOR	INSTALL LIGHTS ON ROOF TOP UNITS CC	220	43800	3810		003	\$1,353.80	\$1,353.80
NORTHERN ELECTRICAL CONTRACTOR	REPLACE GFI OUTLETS ALONG PARKING LOT	101	43710	3190			\$718.87	\$718.87
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002	\$99.43	\$99.43
OFFICE DEPOT	SWIM LESSON PAPER	225	43520	2170		002	\$107.68	\$107.68
OFFICE DEPOT	GENERAL SUPPLIES/LETTER OPENER	101	40800	2180			\$5.80	\$164.20
		101	40200	2010		002	\$158.40	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002	\$92.57	
		101	40500	2010		008	\$17.86	\$110.43
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	101	40200	2010		002	\$65.32	
		601	45050	2010		001	\$32.49	\$97.81
ON SITE SANITATION INC	RESTROOMS FOR SLICE	270	40250	3950		006	\$560.50	\$560.50
ON SITE SANITATION INC	SLICE RESTROOM TRAILER	270	40250	3950		006	\$1,707.05	
OXYGEN SERVICE COMPANY	PROPANE AND BLADES	701	46500	2180		001	\$148.80	\$201.37
		701	46500	2220		002	\$52.57	
PIONEER MANUFACTURING CO	FIELD MARKING PAINT	101	43710	2260			\$1,743.75	\$1,743.75
PIONEER RIM & WHEEL CO.	BALLCART TRAILER PARTS	701	46500	2220		002	\$51.00	\$51.00
PRO-TEC DESIGN	CARD ACCESS SYSTEM REPAIR	101	40550	3860		008	\$107.70	\$107.70
PRO-TEC DESIGN	REPAIR SURVEILLANCE CAMERA	101	40550	3860		008	\$129.24	\$129.24
PRO-TEC DESIGN	SECURITY ACCESS CARDS (100	101	40210	2180		001	\$282.00	
RAMSEY COUNTY	2014 VOTING SYSTEM PAYMENT	101	40300	3890			\$2,982.95	\$2,982.95
RAMSEY COUNTY	911 SERVICES/JUNE	101	41100	3190			\$8,852.32	\$8,852.32
RAMSEY COUNTY	FLEET SUPPORT FEE/JUNE	101	41500	3890			\$24.96	\$24.96
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330			\$134.16	\$134.16
ROYAL TEXTILE MANUFACTURING	T-SHIRTS & SWEATSHIRTS SEASONAL WORKERS	101	43710	3970			\$216.53	\$216.53

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
S & S TREE SPECIALISTS, INC	TREE REMOVAL/STUMP GRINDING	101	43710	3190			\$850.00	\$850.00
SAFE-FAST INC	CREW UNIFORM SUPPLIES	601	45050	2280		001	\$188.90	\$348.11
		602	45550	2280		001	\$108.30	
		101	42200	2180		001	\$50.91	
SCHARBER & SONS	PARTS FOR LANDPRIDE MOWER	701	46500	2220		002	\$401.84	\$401.84
SCHREIBER MULLANEY CONSTRCT CO	REPAIRS TO COMMUNITY ROOM	220	43800	3810		003	\$2,480.00	\$2,480.00
SCHREIBER MULLANEY CONSTRCT CO	REPAIRS TO DRYWALL LOWER CC ENTRANCE	220	43800	3810		003	\$1,370.00	\$1,370.00
SIMPLEXGRINNELL LP	KITCHEN SUPPRESSION SYSTEM INSPECTION	220	43800	3810		005	\$208.96	\$208.96
STANLEY ACCESS TECH LLC	REPAIRS TO SLIDING DOOR CC	220	43800	3810		003	\$65.10	\$65.10
STEPP MANUFACTURING CO INC	REPAIRS TO CRACK FILLER	701	46500	3190		002	\$481.00	\$481.00
T.A. SCHIFSKY & SONS, INCORPOR	ASPHALT FOR PATCHING	101	42200	2180		002	\$230.58	\$624.82
		601	45050	2280		002	\$394.24	
TESSMAN SEED CO	STICKER/SPREADER FOR HERBICIDE APPLICATI	101	43710	2260			\$180.00	\$180.00
TESSMAN SEED CO	WEED KILLING HERBICIDE	101	43710	2260			\$532.27	\$532.27
TRI STATE BOBCAT, INC.	SERVICE MAUNUEL FOR A770	701	46500	2220		002	\$197.11	\$197.11
TRI STATE BOBCAT, INC.	WHEELS FOR WACKER	701	46500	2220		002	\$260.00	\$260.00
TRI STATE BOBCAT, INC.	MOWER BLADES FOR TOOL CAT	701	46500	2220		002	\$105.63	\$105.63
TRI STATE BOBCAT, INC.	SPINDLE FOR TOOL CAT	701	46500	2220		002	\$305.22	\$305.22
TRI STATE BOBCAT, INC.	STEERING SPINDLE FOR TOOL CAT	701	46500	2220		002	\$164.07	\$164.07
TRI STATE BOBCAT, INC.	FILTERS FOR TOOL CAT	701	46500	2220		002	\$42.92	\$42.92
TWIN SOURCE SUPPLY	PAPER TOWELS AND GLOVES	701	46500	2183		001	\$326.13	\$326.13
TWIN SOURCE SUPPLY	CRACK FILLING SUPPLIES	101	42200	2180		001	\$233.55	\$233.55
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	
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			\$61.00	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970			\$49.46	\$49.46
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	101	43710	2110			\$147.72	\$147.72
VIKING ELECTRIC SUPPLY INC	FUSES FOR CHLORINE VENT	601	45050	2280		005	\$61.32	\$61.32
YOCUM OIL COMPANY INC.	PUMP WATER FROM FUEL TANK	701	46500	3196		001	\$808.75	\$808.75

Total of all invoices: \$613,245.88

=====

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	42,409
Vendor number	01276 1 2014
Vendor name	HEALTH PARTNERS
Address	NW 3600 PO BOX 1450 MPLS MN 55485-3600

Date	Comment line on check	Invoice number	Amount
06-05-14	HEALTH INSURANCE: JULY 2014	48318384	\$54,862.80

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
101 20410	\$54,862.80
101 20411	

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

Reviewed by: J. Kuschel
 (signature required) Jodee Kuschel

Approved by: T. 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	42,636
Vendor number	00373 3 2014
Vendor name	LEAGUE OF MN CITIES INS TRUST
Address	C/O BERKLEY RISK ADMINISTRATORS LLC PO BOX 581517 MINNEAPOLIS MN 55458-1517

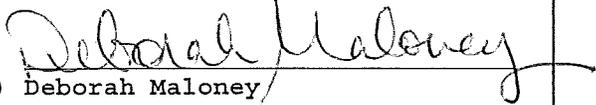
Date	Comment line on check	Invoice number	Amount
06-04-14	PROPERTY/LIABILITY INS-4TH INSTALLMENT	47096	\$ 32,980.50

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

Return to:	
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Account Coding	Amount
101 40500 3410	\$11,428.10
101 40800 3410	\$396.50
101 41200 3410	\$355.75
101 41500 3410	\$218.75
101 43450 3410	\$274.75
101 43710 3410	\$5,208.75
210 42750 3410	\$98.52
220 43800 3410	\$2,356.36
225 43400 3410	\$286.07
230 40900 3410	\$34.33

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

Reviewed by: 
 (signature required) Deborah Maloney

Approved by: 
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

Purchase Voucher

City of Shoreview
 4600 Victoria Street North
 Shoreview MN 55126

Voucher Number	42,468
Vendor number	00374 1 2014
Vendor name	LAKE JOHANNA FIRE DEPT
Address	5545 LEXINGTON AVENUE N SHOREVIEW MN 55126

Date	Comment line on check	Invoice number	Amount
06-17-14	SECOND HALF PAYMENT FOR SERVICES	479	\$510,977.69

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Account Coding	Amount
101 41200 3190	\$510,977.69

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	

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 14-42 appointing the Election Judges for the 2014 Primary Election to be held on August 12, 2014.

ROLL CALL: AYES _____ NAYS _____

JOHNSON _____

QUIGLEY _____

WICKSTROM _____

WITHHART _____

MARTIN _____

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRI HOFFARD
DEPUTY CLERK**

SUBJECT: APPOINTMENT OF ELECTION JUDGES

DATE: JULY 2, 2014

According to Minnesota Statute 204B.21, Subd. 2, election judges need to be appointed 25 days before the election at which the election judge will serve.

The attached list includes individuals that are qualified to be election judges, pursuant to Minnesota Statutes 204B.19. Staff recommends approval of the list of election judges for the primary election to be held on August 12, 2014.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD JULY 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 July 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. 14-42
APPOINTMENT OF ELECTION JUDGES
2014 PRIMARY ELECTION**

WHEREAS, the City Clerk has submitted a list of Election Judges for the 2014 Primary Election to be held on August 12, 2014.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shoreview, Minnesota, that the following persons be appointed as official Election Judges:

April Alfuth	Debra Blahosky	Jim Bowyer
Jade Brandt	Lynne Bucher	Kathleen Carey
Anne Carroll	Bonnie Christensen	Mary Clark
Anne Claseman	Mike Connolly	Dave Cummings
Johnny Cummins	Ann Dehn	Sharon Deisinger
Jim DeJarlais	Mary DeJarlais	Vicki Eddleston
Jeanne Eisenbarth	Leone Elgaard	Mark Fischer
Susan Fuller	Donald Glander	Bob Gunter
Nancy Hansen	Susan Haram	Jeanne Holm
Lois Holm	Jodi Hultgren	Joyce Iverson
Jerry Jacobs	Karen Jollie	Don Jurek
Thomas Kangas	Romelda Kascht	Mary Kerr
William Keuhn	Kathy Klug	Cindy LaBerge
Barbara Larsen	Jeffrey Larsen	Mary Lesch-Gormley
Frank Mabley	Douglas Madison	Roleen Marchetti
Ann Maslansky-Takahashi	Shelly Massingale	Kathy McCarthy
Bob McDonald	Kathleen Milligan	Rose Moeckel
Patrick Moore	Phyllis Moore	James Mulholland
Dave Nelson	Sheila Otto	Linda Pederson
June Pfeiffer	Tom Reynen	Thomas Roy
Jim Schwartz	Doug Setley	Wanda Simmer
Jean Stottlemyer	Paul Streeter	Judith Teerlinck

Barb Wegleitner
Scotty Wild

Gerry Wenner
Ruth Zieper

Gail Whereatt
Johanna Zschomler

The Deputy Clerk may appoint other individuals to serve as election judges if necessary.

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 7th day
of July, 2014.

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified 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 7th day of
July, 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 the appointment of election
judges for the 2014 Primary Election.

WITNESS MY HAND officially as such Manager and the corporate seal of the
City of Shoreview, Minnesota, this 8th day of July, 2014.

Terry Schwerm, City Manager

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

To approve the Slice of Shoreview Day's request for a fireworks display permit for Friday, July 25th and Saturday, July 26th.

ROLL CALL: AYES _____ NAYS _____

JOHNSON _____ _____

QUIGLEY _____ _____

WICKSTROM _____ _____

WITHHART _____ _____

MARTIN _____ _____

MEMO

TO: MAYOR AND COUNCILMEMBERS
FROM: JESSICA RILEY
COMMUNITY CENTER MANAGER
DATE: JUNE 24, 2014
SUBJECT: APPLICATION FOR FIREWORKS DISPLAY

INTRODUCTION

The Slice of Shoreview Day's Planning Committee is requesting approval for a fireworks display to be held in conjunction with the 2014 Slice of Shoreview Days Festival. The Slice of Shoreview will be held July 25th-July 27th at Island Lake Park. The fireworks will be on Friday, July 25th and Saturday, July 26th.

DISCUSSION

The Slice of Shoreview Days festival includes fireworks on Friday and Saturday evenings at dusk. A \$200 application fee is required for a firework display permit. In the past, the City Council has approved the permit request and waived the application fee for this community event.

The request has been reviewed and approved by the Fire Chief of the Lake Johanna Fire Department.

RECOMMENDATION

It is recommended that the City Council approve the fireworks display permit for Friday, July 25th and Saturday, July 26th at the Slice of Shoreview Days festival.

APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNIC SPECIAL EFFECTS

Applicant instructions:

This application must be completed and returned at least 15 days prior to date of display.

Name of applicant (Sponsoring Organization): Slice of Shoreview, Attn. Jacci Krebsbach

Address of applicant: 4600 North Victoria, Shoreview, MN 55126

Name of authorized agent of applicant: RES Specialty Pyrotechnics Inc.

Address of agent: 21595 286th Street, Belle Plaine, MN 56011

Telephone number of agent: 952-873-3113

Date of display: July 25 & 26, 2014

Time of display: Approx. 10:00 p.m.

Location of display: Island Lake Park

Manner and place of storage of fireworks/pyrotechnic special effects prior to display: N/A - Delivered Day of Show.

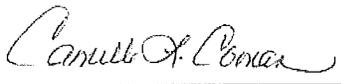
Type & number of fireworks/pyrotechnic special effects to be discharged: See attachment

Minnesota State law requires that this display be conducted under the direct supervision of a pyrotechnic operator certified by the State Fire Marshal.

Name of supervising operator: Jeff Knutson

Certificate #: B-0805

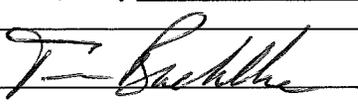
I understand and agree to comply with all provisions of this application and the requirements of the issuing authority, and will ensure that the fireworks/pyrotechnic special effects are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of applicant (or agent):  Date of application: June 23, 2014

Required attachments: The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in the amount of at least \$1,000,000.00
2. A diagram of the grounds, or facilities (for indoor displays), at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks/pyrotechnic special effects are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained. For proximate audience (e.g. indoor) displays, the diagram must also show the fallout radius for each pyrotechnic device used during the display.

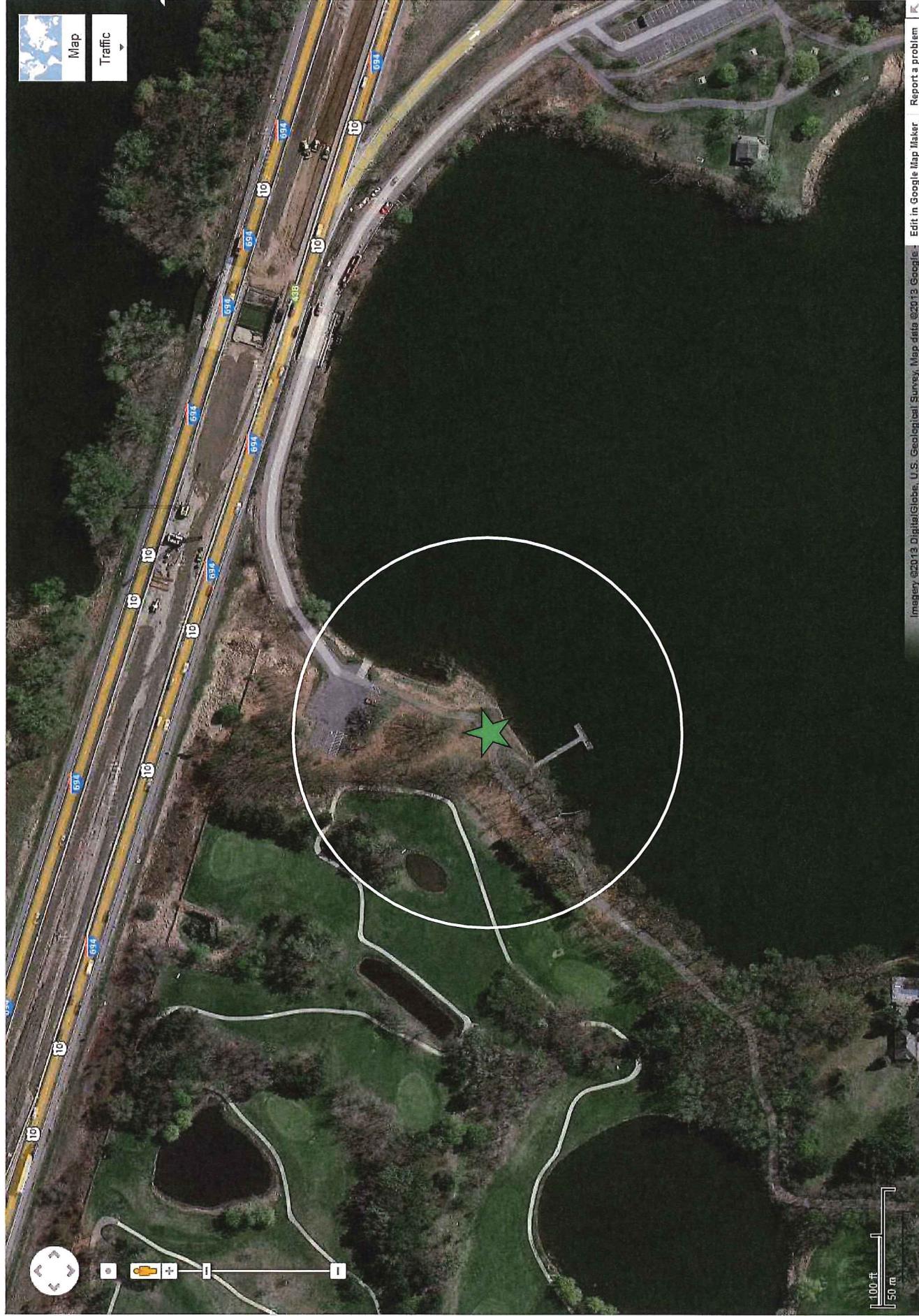
The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

Signature of fire chief/county sheriff:  Date: 6/26/14

Signature of issuing authority: _____ Date: _____

Slice of Shoreview
July 25 & 26, 2014

Max Shell Size: 4"
Fallout Radius: 280 ft



Slice of Shoreview

July 25 & 26, 2014

Lead Technician

Jeff Knutson License # B-0805

Assistant

Ben Raby License # O-0839

Materials List

Friday July 25

(150) 3" shells
(88) 4" shells
(6) multishot cakes

Saturday July 26

(156) 3" shells
(135) 4" shells
(10) multishot cakes

PROPOSED MOTION

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To adopt Resolution # 14-43 approving the Conditional Use Permit submitted by Rick and Catherine Schuett, to construct a new detached accessory structure, a 77.25 sq. ft. gazebo, authorizing a 157.25 sq. ft. total floor area for two detached accessory structures on the property at 3469 Harriet Court, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted with the applications. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. The design of the gazebo shall be consistent with the plans submitted. The gazebo shall be stained within one year of completion.
3. The applicant shall obtain a building permit for the structure. The structure shall comply with the Building Code standards.
4. The structure shall be used for recreational and leisure use consistent with the residential use of the property.
5. The structure shall not be used in any way for commercial purposes.

Said approval is based on the following findings of fact:

1. The proposed accessory structure will maintain the residential use and character of the property and is therefore in harmony with the general purposes and intent of the Development Ordinance.
2. The primary use of the property will remain residential and is in harmony with the policies of the Comprehensive Guide Plan.
3. The conditional use permit standards as detailed in the Development Ordinance for a residential accessory are met.
4. The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

ROLL CALL: AYES _____ NAYS _____

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

Regular City Council Meeting

July 7, 2014

TO: Mayor, City Council, City Manager
FROM: Rob Warwick, Senior Planner
DATE: July 1, 2014
SUBJECT: File No. 2531-14-21, Schuett – 3469 Harriet Court, Conditional Use Permit

INTRODUCTION

Rick and Catherine Schuett, propose to construct a detached accessory structure on their property at 3469 Harriet Court. They have purchased a 77.25 square foot pre-fabricated gazebo. The proposal requires a Conditional Use Permit since the property is currently developed with one 80-square foot detached accessory structure (shed) constructed in 2013, and the 157.25 square foot total floor area of the existing shed and the proposed gazebo exceeds 150 square feet in area. The intent of the Conditional Use Permit process is to review the proposal in terms of the Development Code standards and consistency with the Comprehensive Plan.

PROJECT DESCRIPTION

The property is an interior lot located on Harriet Court in the R1, Detached Residential District as are the surrounding properties. According to tax records, the irregular lot has an area of 16,988 square feet and a front lot line of 149 feet along Harriet Court, lot width over 90 feet and lot depth of 140 feet. The property is developed with a single family home that has a foundation area of 1,090 square feet with a 440 square foot attached garage. In 2013, the applicants constructed an 8 by 10 foot (80 square foot) shed in the rear yard.

The applicants plan to construct a 77.25 square foot gazebo near the deck on the rear of their house. The gazebo is a pre-fabricated structure that will be assembled on site. The gazebo is an octagon, 4-feet per side, with an area of 77.25 square feet, a diameter of 10 feet, 1-1/8 inch, and a height under 12 feet measured to the peak of the cupola. Please see the attached plans.

DEVELOPMENT CODE

The accessory structure regulations were revised in 2006, adopting standards to ensure the compatibility of these structures with surrounding residential uses. In the R-1 District, two detached accessory structures are permitted. On parcels with an area less than 1 acre, accessory structure floor areas larger than 150 square feet but less than 288 square feet require a Conditional Use Permit. The Conditional Use Permit process enables the City to review the proposed use for compliance to the Development Code standards and ensure compatibility with nearby land uses through a public hearing. The combined area of all accessory structures cannot exceed 90% of the dwelling unit foundation area or 1,200 square feet, whichever is more restrictive.

Accessory structures must be setback a minimum of 5 feet from a side lot line and 10 feet from a rear lot line, except when a CUP is required the minimum setback increases to 10 feet from all property lines. The maximum height permitted for detached accessory structures is

18 feet as measured from the roof peak to the lowest finished grade; however in no case shall the height of the structure exceed the height of the dwelling unit. In addition, sidewalls cannot exceed 10 feet and interior storage areas above the main floor cannot exceed an interior height of 6 feet.

The exterior design of the structure must be compatible with the dwelling and be similar in appearance from an aesthetic, building material and architectural standpoint. The proposed design, scale, height and other aspects related to the accessory structure are evaluated to determine the impact on the surrounding area. Building permits may be issued upon the finding that the appearance of the structure is compatible with the structures and properties in the surrounding area and does not detract from the area. The intent of these regulations and the City's Comprehensive Plan's policies is to ensure that the residential character of the property and neighborhood is maintained and that dwelling unit remains the primary feature and use of the property.

Conditional Use Permit

Attachment A summarizes the standards which must be met for the Conditional Use Permit to be granted. These standards address location, structure setbacks, screening, and exterior design. In addition, a Conditional Use Permit can only be granted upon the finding that the proposed use is in harmony with and conforms to the Comprehensive Plan policies and Development Code standards.

APPLICANT'S STATEMENT

The applicant states that the detached accessory building (gazebo) will be used for the enjoyment of their property. The gazebo is made of pressure treated wood, and will be stained. It will be furnished with casual furniture and other residential related items. The structure will not be used as a storage shed or garage. The use is incidental to the residential use of the property.

STAFF REVIEW

The proposal was reviewed in accordance with the Conditional Use Permit standards identified in the Development Code. The proposed structure complies with the City's standards regarding setback, height, and exterior design.

Staff believes that the small size and large separation between the two structures reduces the need for screening from adjoining properties. There are several sheds in the rear yards of the properties to the northwest, and the 8- by 10-foot shed is located in that same corner of the subject property. Screening for the gazebo is provided primarily by the location, setback from other nearby lots, and located next to the existing house and deck. The following table reviews the proposal in terms of the adopted standards.

	Existing	Proposed	Development Code Standard
Area			
Gazebo (Proposed)		77.25 sf	
Shed (Existing)	80 sf		
Total detached area		157.25 sf	150 sf to 288 sf for the two detached structures
Attached Garage	440 sf		
All Accessory Structures	520 sf (47.5% of dfa)	597.25 sf (55% of dfa)	1,200 sf or 90% of the dwelling unit foundation area (1,094) – whichever is more restrictive
Setback – side lot line			10 ft
Shed (Existing)	30 feet		
Gazebo (Proposed)		34 feet	
Height			
Roof Peak		12 ft	18 ft
Sidewall		8 ft	10 ft
Exterior Design		Stained Wood	Compatible with the residence and be similar in appearance
Screening		Existing house and deck	Structure shall be screened from view of public streets and adjoining properties with landscaping, berming or fencing

In Staff's opinion, the proposed gazebo is in harmony with general purpose of the Development Code and Comprehensive Plan policies. The overall size of this structure when combined with all other accessory structures is much lower than the 90% of the dwelling unit foundation area requirement. The existing dwelling unit will remain the primary feature and use of the property. The use of the structure is incidental to the primary residential use of the property and will enhance the appearance and use of the backyard. The intended use of the structure is for passive leisure or recreational use. The applicant indicated that the structure will not be used for the storage. This use is consistent with the residential use of the property and neighborhood.

PUBLIC COMMENT

Property owners within 350' of the property were notified of the application. One comment expressed concern that a second detached structure will result in a cluttered rear appearance for the property. The comment is attached.

PLANNING COMMISSION

The Planning Commission reviewed the application and held the required Public Hearing at their meeting June 24, 2014. No testimony was given at the Public Hearing and the Commissioners discussion identified that two detached accessory structures are permitted in the R-1 District, and that the CUP is required since the gazebo and shed exceed the threshold of 150 square feet by a scant 7.25 square feet. The Commission forwarded the application to the City Council with a unanimous (7-0) recommendation for approval. A copy of the draft meeting minutes is attached.

RECOMMENDATION

The applicant's proposal has been reviewed by staff and the Planning Commission, and determined to be consistent with the Conditional Use Permit criteria and standards for detached accessory structures. The residential use of the proposed gazebo is in harmony with the general purposes and intent of the Development Code and Comprehensive Plan. The structure/land use conforms to the Comprehensive Plan and is compatible with the residential neighborhood. The existing home will remain the primary feature and use of the property.

Staff and the Planning Commission recommend the City Council adopt Resolution 14-43 approving the Conditional Use Permit, subject to the following:

1. The project must be completed in accordance with the plans submitted with the applications. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. The exterior design of the addition shall be consistent with the plans submitted and complement the home on the property. The gazebo shall be stained within one year of completion.
3. The applicant shall obtain a building permit for the structure. The structure shall comply with the Building Code standards.
4. The structure shall be used for the recreational and leisure use consistent with the residential use of the property.
5. The structure shall not be used in any way for commercial purposes.

Attachments:

1. Attachment A – Conditional Use Permit, Standards for Detached Accessory Structures
2. Aerial Photo
3. Applicant's Statement, Submitted Plans and Photographs
4. Comments received
5. Draft Planning Commission meeting minutes, June 24, 2014
6. Resolution 14-43
7. Motion Sheet

ATTACHMENT A

- (1) The accessory structure shall be located in the rear yard of the property except as otherwise permitted by this ordinance.
- (2) The accessory structure shall be setback a minimum of 10 feet from the side property line and 10 feet from the rear property line; however, the City may require greater setbacks to mitigate impacts on adjoining properties.
- (3) For parcels 1 acre or larger in size, the lot shall have a minimum area of 1 acre above the ordinary high water line of a lake, ponding area or wetland on the property.
- (4) The accessory structure shall be screened from view of adjacent properties and public streets through the use of landscaping, berming, fencing or a combination thereof.
- (5) The structure shall comply with the standards of Section 205.082(D) (5) of this ordinance.

Conditional Use Permit Criteria

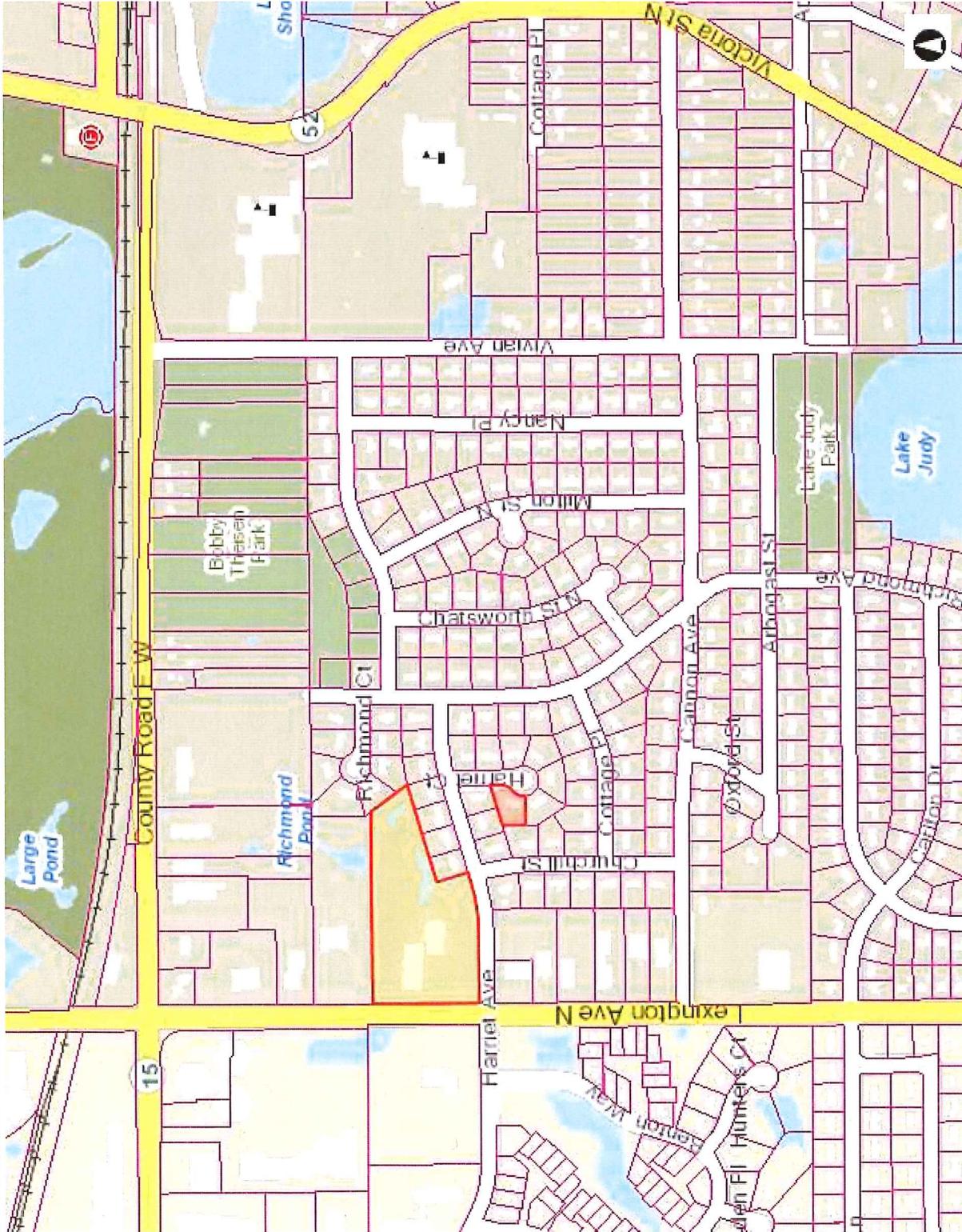
Certain land uses are designated as a conditional use because they may not be suitable in a particular zoning district unless conditions are attached. In those circumstances, conditions may be imposed to protect the health, safety and welfare and to insure harmony with the Comprehensive Plan.

In addition to the standards identified above, the City Council must find that the use complies with the following criteria.

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



3469 Harriet Court



1,159.7 0 579.85 1,159.7 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

Legend



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

Notes

Location Map

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



3469 Harriet Court



Approx. location of 8 by 10 foot shed (constructed in 2013)

Approx. location for proposed 77 sq. ft. gazebo

Legend



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

Notes

Enter Map Description

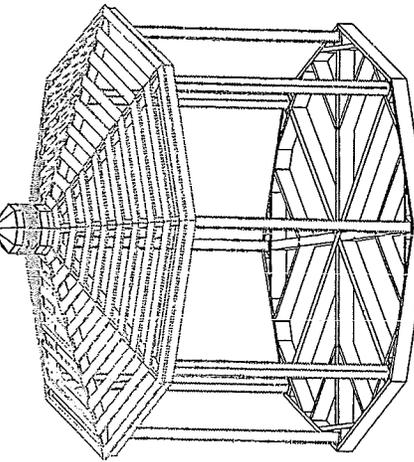
142.8 0 71.42 142.8 Feet

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

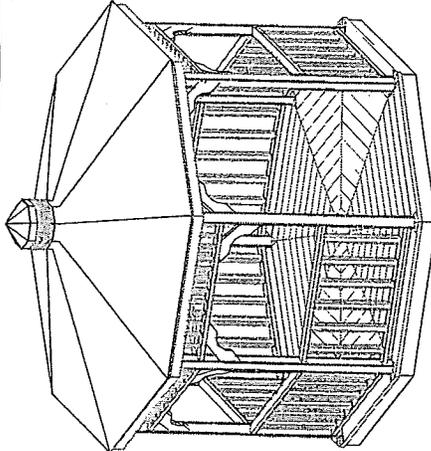
The proposed detached structure for property ID#353023230003 at 3469 Harriet Court is a 10' octagon gazebo [Amish-built gazebo kit, pressure treated wood--stained, flooring included, 30-yr architectural shingles]. It will be located in the rear yard behind the house and at least 30 feet from any property line. The structure's wall height and maximum height are well under the stated maximums.

Proposed use is for the enjoyment of the great outdoors by the family in this single-family residential home.



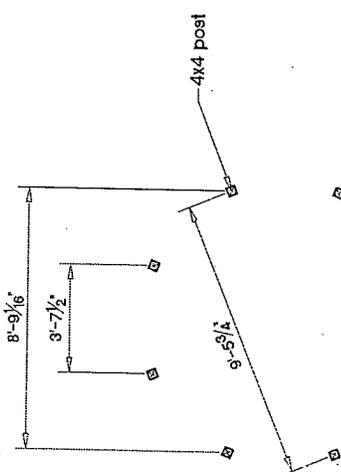
Framing Elevation

SCALE 1/4"=1'-0"



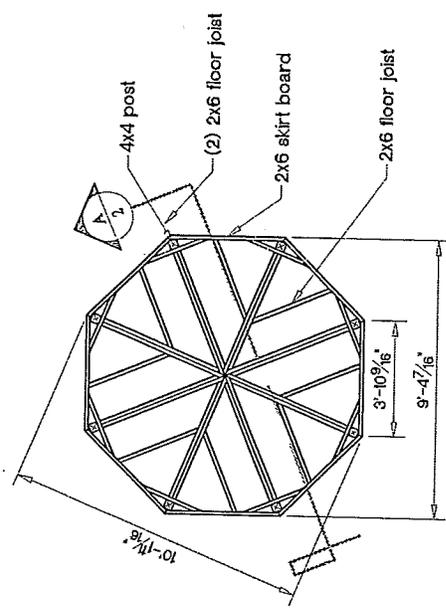
Elevation

SCALE 1/4"=1'-0"



Post Layout Plan

SCALE 1/4"=1'-0"



Floor Framing Plan

SCALE 1/4"=1'-0"

timbertech
ENGINEERING

22 Beaver Run, Suite B, Duncansville, PA 16829
717.362.3750 Fax: 717.362.2933
West: 202.514.8148 Fax: 202.514.8147
www.timbertech.com
e-mail: sales@timbertech.com
and billing@timbertech.com

This drawing is the property of Timber Tech Engineering, Inc. and reproduction, alteration or use without the written consent of Timber Tech Engineering, Inc. is prohibited. The contractor and builder involved on the project shall be responsible for any discrepancies that are reported to the engineer in writing before starting work.

CONTRACTOR Country Lane Woodworking 81 Jahn Drive New Holland, PA 17357 PH (717) 351-9230	DRAWING TITLE Elevation Post Layout Plan Floor Framing Plan	PROJECT Engineered Drawings for a 3'x3' Columbian Gazebos with a Single Roof with a Floor for:	PERIODS DATE: BY:
DATE 10/13/2011		SCALE 1 of 6	PROJECT NUMBER 1015
DATE 10/13/2011		SCALE 1 of 6	PROJECT NUMBER 1015
DATE 10/13/2011		SCALE 1 of 6	PROJECT NUMBER 1015



Robert Warwick <rwarwick@shoreviewmn.gov>

3469 Harriet Avenue

Joel Jueckstock <joel.jueckstock@gmail.com>

Thu, Jun 12, 2014 at 12:29 PM

To: rwarwick@shoreviewmn.gov

Rick-

I'm a neighbor of the above address and I'm responding to request for comments regarding the building of a detached structure on their property. My initial feeling is that the structure should not be built, as a portion of this land is already covered by the shed. Having multiple structures on the same property "clutters" the neighborhood. If the shed were not there or if it were to be removed, I personally would like to see the structure built as its use is more meaningful than storage.

Thanks for inquiring,
Joel

**SHOREVIEW PLANNING COMMISSION
MEETING MINUTES
June 24, 2014**

DRAFT

CALL TO ORDER

Chair Solomonson called the June 24, 2014 Shoreview Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

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

Commissioner McCool arrived at 7:02 p.m.

Commissioner Peterson was absent.

NEW BUSINESS

PUBLIC HEARING/CONDITIONAL USE PERMIT

FILE NO.: 2531-14-21
APPLICANT: RICK AND CATHERINE SCHETT
LOCATION: 3469 HARRIET COURT

Presentation by Senior Planner Rob Warwick

The application seeks approval for construction of a 77.25 square foot gazebo, which will be the second accessory structure on the property. There is an existing 80 square foot shed that was built in 2013. The total area will exceed the 150 square foot limit.

The property is zoned R1, Detached Residential. The lot is irregular with total area of 17,000 square feet. It is developed with a single family house with an attached garage of 440 square feet and a detached shed of 80 square feet. The proposed gazebo is a pre-fabricated octagonal with 4 feet on each side. The diameter is 10 feet with total area of 77.25 square feet. The height 12 feet from grade to the cupola peak. The proposed location is in the rear yard near an existing deck on the house.

Two detached accessory structures are permitted in the R1 District. For parcels of less than one acre, the maximum total floor area for detached structures is 150 square feet except with a conditional use permit which allows up to 288 square feet. The total area of all attached and detached accessory structures cannot exceed the lesser of 90% of the foundation area of the

dwelling or 1200 square feet. With the gazebo, accessory structure area on this property would be 157.25 square feet, just over the 150 square feet allowed.

Accessory structures must have a minimum of 10 feet from all lot lines with a conditional use permit. The maximum height is 18 feet. Exterior materials must be compatible with the dwelling. The setbacks, height and materials comply with these standards. Because the gazebo will be located near the house, the house will provide screening.

A public hearing notice was published. Notice was also mailed to property owners within 350 feet. One comment was received expressing concern that a second detached accessory structure will make the property look cluttered. Staff believes that the limit of two detached accessory structures addresses this concern.

The proposal is consistent with City standards and intent of Development Code. The public hearing is recommended and that the application be forwarded to

City Attorney Kelly stated that publication for the public hearing has been reviewed and found to be proper.

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

MOTION: by Commissioner Schumer, seconded by Commissioner Ferrington to close the public hearing.

VOTE: Ayes - 6 Nays - 0

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to recommend the City Council approve the Conditional Use Permit application submitted by Rick and Catherine Schuett, 3469 Harriet Court, to construct a 77.25 sq. ft. detached accessory structure (gazebo) on their property. The Conditional Use Permit authorizes 157.25 square feet of total floor area for the two detached accessory structures, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted with the applications. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. The design of the gazebo shall be consistent with the plans submitted. The gazebo shall be stained within one year of completion.
3. The applicant shall obtain a building permit for the structure. The structure shall comply with the Building Code standards.
4. The structure shall be used for recreational and leisure use consistent with the residential use of the property.
5. The structure shall not be used in any way for commercial purposes.

Said approval is based on the following findings of fact:

1. The proposed accessory structure will be maintain the residential use and character of the property and is therefore in harmony with the general purposes and intent of the Development Ordinance.
2. The primary use of the property will remain residential and is in harmony with the policies of the Comprehensive Guide Plan.
3. The conditional use permit standards as detailed in the Development Ordinance for residential accessory are met.
4. The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

VOTE:

Ayes - 6

Nays - 0

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD JULY 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. 14-43
CONDITIONAL USE PERMIT**

WHEREAS, Rick and Catherine Schuett, applied for a conditional use permit to construct a detached accessory structure (gazebo) on their property, legally described as:

Lot 4, Block3, Hills of Home

(This property is commonly known as 3469 Harriet Court, Shoreview, Minnesota.)

WHEREAS, in accordance with the Development Code, on lots less than one acre, detached accessory structures may exceed the maximum allowable square footage permitted as a Conditional Use Permit provided certain standards are met and,

WHEREAS, the maximum floor area permitted for all detached accessory structures is 150 square feet, unless a Conditional Use Permit is issued. The combined area of all accessory

structures cannot exceed 90% of the dwelling unit foundation area or 1,200 square feet, whichever is more restrictive; and,

WHEREAS, the applicants are requesting a conditional use permit to construct a 77.25 square foot detached gazebo on their property, 3469 Harriet Court, which is in the R1, Detached Residential Zoning District and has a lot area of approximately 17,000 square feet; and

WHEREAS, the property is currently developed with: 440 square foot attached garage and an 80 square foot detached accessory (a shed); and

WHEREAS, the detached accessory structure (gazebo) will have a floor area of 77.25 square feet, increasing the total floor area of the two detached accessory buildings to 157.25 square feet, as detailed in the submitted plans; and

WHEREAS, the Planning Commission held a public hearing on the proposal and determined that the proposed use was consistent with the Comprehensive Plan and that the proposed use would not have a detrimental effect on the character and development of the neighborhood; and

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

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

1. The proposed accessory structure will maintain the residential use and character of the property and is therefore in harmony with the general purposes and intent of the Development Ordinance.
2. The primary use of the property will remain residential and is in harmony with the policies of the Comprehensive Guide Plan.
3. The conditional use permit standards as detailed in the Development Ordinance for a residential accessory are met.
4. The structure and/or land use conform to the Land Use Chapter of the Comprehensive Guide Plan and are compatible with the existing neighborhood.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE SHOREVIEW CITY COUNCIL that a Conditional Use Permit allowing a total floor area of 157.25 square feet for the two detached accessory structures is hereby approved, subject to the following conditions:

1. The project must be completed in accordance with the plans submitted with the applications. Any significant changes to these plans, as determined by the City Planner, will require review and approval by the Planning Commission.
2. The exterior design of the addition shall be consistent with the plans submitted and complement the home on the property. The gazebo shall be stained within one year of completion.
3. The applicant shall obtain a building permit for the structure. The structure shall comply with the Building Code standards.

4. The structure shall be used for the recreational and leisure use consistent with the residential use of the property.
5. The structure shall not be used in any way for commercial purposes.

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

And the following voted against the same:

Adopted this 7th day of July, 2014.

Sandra C. Martin, Mayor
Shoreview City Council

ACCEPTANCE OF CONDITIONS:

Rick Schuett

Catherine Schuett

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to approve the request for a temporary on-sale intoxicating liquor license and the application for exempt permit license for lawful gambling for their annual Fall Festival to be held on September 6 and 7, 2014 at St. Odilia Catholic Church, 3495 North Victoria Street, Shoreview.

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

TO: MAYOR AND COUNCILMEMBERS

**FROM: TERRI HOFFARD
DEPUTY CLERK**

DATE: JULY 1, 2014

**SUBJECT: TEMPORARY ON-SALE LIQUOR LICENSE AND APPLICATION
FOR EXEMPT PERMIT LICENSE FOR ST. ODILIA FALL
FESTIVAL**

Attached is a request for a temporary on-sale liquor license and an application for exempt permit for lawful gambling for the fall festival to be held at St. Odilia Catholic Church on September 6-7, 2014.

They are requesting a temporary intoxicating liquor license which would permit them to sell beer, wine and margaritas. Similar requests have been made by St. Odilia and have been approved by the City Council.

They have also filed the attached application for a bingo and raffle event to be held during their festival. State gambling regulations specify that such requests may be approved by the state unless the local unit of government passes a resolution prohibiting the activity. Similar requests have been reviewed and approved by the City Council in the past.

It is recommended that the City Council approve this request from St. Odilia for a lawful gambling license and a temporary intoxicating liquor license.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
444 Cedar Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <i>Church of St. Odilia</i>		Date organized <i>June 1960</i>	Tax exempt number <i>41-0837655</i>	
Address <i>3495 N. Victoria</i>		City <i>Shoreview</i>	State <i>Minnesota</i>	Zip Code <i>55126</i>
Name of person making application <i>Fr. Phil Rask</i>		Business phone <i>651-484-6681</i>	Home phone <i>—</i>	
Date(s) of event <i>Sept. 6 + 7, 2014</i>		Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name <i>Fr. Phil Rask</i>		City <i>Shoreview</i>	State <i>Minnesota</i>	Zip <i>55126</i>
<input checked="" type="checkbox"/> Add New Officer				

Location where permit will be used. If an outdoor area, describe.

Parking Lot of Church Grounds - Indoor Church Courtyard.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

NO

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City/County	Date Approved
City Fee Amount	Permit Date
Date Fee Paid	

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.

LG220 Application for Exempt Permit

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

ORGANIZATION INFORMATION

Organization name <i>Church of St. Odilia Shoreview, MN</i>	Previous gambling permit number <i>X-62107</i>
Minnesota tax ID number, if any	Federal employer ID number (FEIN), if any <i>41-0837655</i>

Type of nonprofit organization. Check one.

Fraternal
 Religious
 Veterans
 Other nonprofit organization

Mailing address

City: *Shoreview MN*
 State: *MN*
 Zip code: *55126*
 County: *Ramsey*

Name of chief executive officer [CEO]: *Fr. Phil Rask*

Daytime phone number: *651-484-6681*

E-mail address: *rask@stodiva.org*

NONPROFIT STATUS

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Church of St. Odilia Shoreview MN 55126 Ramsey

Address [do not use PO box] City or township Zip code County

Sept 6 + 7, 2014 *3495 N. Victoria Shoreview* *55126*

Date[s] of activity. For raffles, indicate the date of the drawing.
Sept 6 + 7, 2014

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

Bingo*
 Raffle [total value of raffle prizes awarded for year \$]
 Paddlewheels*
 Pull-tabs*
 Tipboards*

Bingo Sept. 7, 2014 only Raffle Sept. 7th - 2014

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

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

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

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

Print city name _____

Signature of city personnel _____

Title _____ Date _____

Local unit of government must sign

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

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

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.

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

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

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature Phillip J. Rask Date 06/23/2014

Print name Phillip J. Rask

REQUIREMENTS

Complete a separate application for:

- all non-consecutive days, or
- all gambling conducted on one day (at multiple locations).

Send application with:

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

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

Financial report and recordkeeping required

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

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

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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

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

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

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the replacement of the network fiber optics connection between City Hall and the Maintenance Center, and upgrade the link between the fitness center and the pavilion in the amount of \$ 25,530.00 from Underground Piercing.

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

TO: Mayor and City Council

FROM: Dick Crumb, I.S. Manager
Tim Cooney, Assistant I.S. Manager

DATE: July 7, 2014

SUBJECT: Fiber replacement to Maintenance Center, Pavilion

INTRODUCTION

The maintenance center renovation project included the addition of a formal IT room to house, protect, and cool some of the City networking equipment. This equipment is a critical piece of the overall city networking facilities. Because of this importance, we are proposing to upgrade the physical fiber optic connection between the maintenance center IT room and the main IT data center located in City Hall. This project also includes installing fiber from the fitness center to the Haffeman Pavilion to upgrade that connection as well. This report outlines the strategy, and provides a recommendation for selection of a vendor, based on the needs of the facility. Copies of the quotes are attached to this report.

BACKGROUND

When a formal IT room was included in the maintenance center renovation, a key long term goal for that room was to provide the City with facilities that can furnish backup, Disaster Recovery (D/R) and Business Continuity (B/C) capabilities. Because these are crucial high-level business functions, they require an extremely dependable and high speed fiber optic connection between the two facilities. It's been determined that the current fiber optic connection, which was installed over fifteen years ago, provides insufficient connective attributes for the type of high level functions we desire. Also the future proposed water treatment facilities planned near the maintenance center will likely have similar connectivity requirements. A smaller side project with similar goals consists of upgrading the current connection from the fitness center wiring closet to the pavilion wiring closet with a fiber optic connection. It is anticipated that the existing conduit housing the current wiring can be used to provide a pathway for the fiber optic cabling to the pavilion. This upgrade is necessary to support security camera replacements and wireless connectivity.

PROPOSAL

The current legacy multi-mode fiber optics connection between City Hall and the Maintenance Center does not provide the type of high speed, robust connectivity needed to deliver the business functions desired for today's network environment, and for potential future connectivity needs. We propose upgrading the current legacy fiber optics with the latest fiber optics

technology to accommodate current and future connectivity needs. The proposal includes installing the fiber optics cables in conduit for additional physical protection (current legacy cable is not in conduit) and installing a second open conduit for potential future connectivity needs. This proposal also includes upgrading the existing low speed connection between the fitness center and the pavilion with fiber optics using the existing conduit between the two facilities.

Staff obtained 2 quotes for directional boring new fiber optic cable between City Hall and the maintenance center and pulling fiber to the Pavilion building using existing conduit as follows:

Underground Piercing	\$22,250.00	24 strand single mode fiber in one 1.25” conduit. Add 2 nd empty 1.25” conduit.
	3,280.00	Pull fiber to Pavilion using existing conduit
Total	\$ 25,530.00	Total proposal
<hr/>		
Parallel Technologies	\$22,223.10	24 strand single mode fiber in one 2” conduit Add 2nd empty 2 “ conduit.
	1,907.72	Pull fiber to Pavilion using existing conduit
Total	\$ 24,130.82	Total Proposal

RECOMMENDATION

Although the Underground Piercing proposal is \$1,399.18 (5.8 %) higher, staff felt that:

- the personnel from Underground Piercing better anticipated potential issues that they may come up against
- was much better at describing in detail the project steps and challenges during the project walk through
- were more knowledgeable and better prepared than the personnel from Parallel Technologies.

For this reason, staff recommends the proposal from Underground Piercing be accepted for this project. Funding will come from the general fixed asset replacement fund. The 2014 CIP has \$14,000 for upgrading network connections. These upgrades will be delayed until next year. The remaining \$ 11,520 will be paid by available fund balance.

Attachments: Proposals from two vendors



Underground Piercing, Inc

14320 James Road
Rogers, MN 55374

Estimate 1616

Project Name	Date
Building Connect	04/28/2014

Phone #	Fax #
763-428-7930	763-428-7934

City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

We hereby propose to furnish labor and materials listed above in complete accordance with the below specifications only, for the sum listed with payment to be made as follows: Net 30 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written/verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes: accident or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. It is hereby agreed that if Underground Piercing, Inc. is working as a sub-contractor, the general contractor or contract holder will provide the legal owner(s) names and mailing address of the above mentioned property.

Estimator Signature - *Rob Halland* - Rob Halland

Estimate Amount **\$22,250.00**

Underground Piercing, Inc. will be responsible for all Gopher State One Call utility locates. *All privately owned underground facilities, to include sprinklers, lighting wires, electric service cables etc. shall be your responsibility to have located and clearly marked.* No construction shall begin until we have been notified that this has been done. Underground Piercing, Inc shall not be responsible for any un-located Private Utilities within the public or private R/W.

- All directional boring necessary to furnish and install (2) – 1.25" HDPE conduits W/locate wire for approximately 1,200 feet as discussed during walkthrough.
- Install 1700 feet of OSP 24 strand single mode fiber from building to building.
- Terminate 12- strands of fiber with LC fiber connectors, the other 12 strands of fiber to be left dark.
- All fiber will be certified by fluke tester. All test results will be turned over to the City of Shoreview.
- Provide (2) rack mounted fiber panels at each end of fiber run.
- Install 2 - 2" building penetrations. 2 – 3 foot riser at each building for outside conduits.
- Furnish and install (2) - 12x12x6 Junction boxes for outside conduits.
- Furnish and install (2) - 24x36x24 Hand-Holes W/ 20K and covers and Tie-in to existing Handhole.
- Furnish and install 160' – 1 1/2" EMT with couplings and connectors for inside conduits.
- Furnish and install 2 – 1 1/2" LBs for inside conduits.
- Furnish and install 1 – Interior wall penetration for inside conduits.
- Furnish and install 3 – Large junction boxes for inside conduits.
- Restoration will consist of backfilling and tamping pits with original soil, black dirt and seed, and vacuum up drilling fluids as needed.
- All concrete and asphalt replacement to be replaced, and paid for, by the City of Shoreview.
- All permitting to be furnished by the City of Shoreview.
- Price is based on spring/summer conditions.

Thank you for choosing Underground Piercing, Inc. We hope to work with you again in the future.

Acceptance of Proposal:

The prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the above account should become delinquent, debtor shall be responsible for all collection and/or attorney fees.

Accepted:



Underground Piercing, Inc.

14320 James Road
Rogers, MN 55374

Estimate 1717

Project Name	Date
Pavilion connection	06/11/2014

Phone #	Fax #
763-428-7930	763-428-7934

City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

We hereby propose to furnish labor and materials listed above in complete accordance with the below specifications only, for the sum listed with payment to be made as follows: Net 30 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written/verbal orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. It is hereby agreed that if Underground Piercing, Inc. is working as a sub-contractor, the general contractor or contract holder will provide the legal owner(s) names and mailing address of the above mentioned property.

Estimator Signature -  - Rob Halland

Estimate Amount \$6,880.00

Underground Piercing, Inc. shall include the following..

All Gopher State One Call utility locations. * All privately owned underground facilities, to include sprinklers, lighting wires, electric service cables etc. shall be the responsibility of Underground Piercing to have located and clearly marked. No construction shall begin until we have been notified that this has been done. Underground Piercing, Inc shall not be responsible for any unlocated Private Utilities within the public or private R/W.

- All directional boring necessary to furnish and install (1) – 1.25" HDPE conduit W/locate wire for approximately 240 feet as discussed during walkthrough.
- Install 250 feet of OMR 6 strand fiber from building to building.
- Terminate 4- strands of fiber with LC fiber connectors, the other 2 strands of fiber to be left dark.
- All fiber will be certified by fluke tester. All test results will be turned over to the City of Shoreview.
- Provide (2) rack mounted fiber panels at each end of fiber run.
- Install 1 building penetration. 2 – 3 foot riser at City hall building for outside conduit.
- Furnish and install (2) - 12x12x6 Junction boxes for outside conduits.
- Restoration will consist of backfilling and tamping pits with original soil, black dirt and seed, and vacuum up drilling fluids as needed.
- All concrete and asphalt replacement to be replaced, and paid for, by the City of Shoreview.
- All permitting to be furnished by the City of Shoreview.
- Price is based on spring/summer conditions.

Price to install fiber through existing conduit if applicable \$3,280.00

Thank you for choosing Underground Piercing, Inc. We hope to work with you again in the future.

Acceptance of Proposal:

The prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If the above account should become delinquent, debtor shall be responsible for all collection and/or attorney fees.

Accepted:

Signature _____ Date _____



PARALLEL TECHNOLOGIES

7667 Equitable Dr, Suite 201
Eden Prairie, Minnesota 55344
Phone: 952-920-7185

PROPOSAL

Quote Name: Fiber upgrade OSP

Quote To:

City of Shoreview

Dick Crumb
4600 Victoria Street N
Shoreview MN 55126-5817

Ship To:

City of Shoreview

Dick Crumb
4600 Victoria Street N
Shoreview MN 55126-5817

Quote ID:

PTIQ2611

Date:

04/02/14

Expires:

5/2/2014

Prepared By:

Jeremy Robinson

Project Overview

- Install 1500 feet of 24 strand single mode fiber from the City Hall building to the maintenance building.
- Install (2)1120 foot 2" HDPE smooth conduit from the City Hall building to the maintenance building for fiber.
- Provide and Place Tracer Wire in conduit.
- Provide and Place Vault 24"x30"x24"
- Dig up Existing Conduit/or Core Drill 2nd Building
- Install LB and conduit on outside of City Hall for the fiber entrance.
- Install fiber into maintenance building using provided conduit on outside of building.
- Install one Corning fiber enclosure and fiber adapter in data room of City Hall building. Terminate fiber.
- Install one Corning fiber enclosure and fiber adapter in data room of maintenance building. Terminate fiber.
- All cables will be labeled and terminated base on the clients standards or a mutually agreed upon labeling scheme.
- All newly installed cables will be tested.

Assumptions

- All new cabling work to be performed during regular business (7:00 AM - 3:30 PM).
- Any delays experienced due to restricted access and areas not being ready for cable vendor (moving items, waiting for people to move etc.) could be subject to added cost.
- Work after 3:30 pm will be done on overtime. Unless previously arranged and in that case it would be done at shift pay.
- All after hours work will be coordinated with at least 2 days prior notice.
- Any work done outside the above scope of work will be done per the RFP pricing. If not in the RFP pricing, it will be done on a time and material basis. Unless a bid is requested.
- The design has been approved before the start of the project.
- All work areas are assumed to be in an asbestos free environment.
- All electrical work is excluded.
- All programming, active network hardware, data ties, patch cord installation and ties to outside services are excluded.
- Quantities are limited to those as specified by this document only.

Contract Value

22,223.10

Pricing expires 30 days from date of quote. If accepted after expiration, project must be requested. Standard Payment Terms are 50% on acceptance, Progress billing thereafter unless otherwise noted. Shipping, handling and all applicable taxes are not included and will be charged in addition to the quoted amount. Additional terms apply.

Qty	Mfr Model #	Description
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MATERIAL

4	FAN-BT25-12	Buffer Tube Fan Out Kit
1,500	024ESF-T4101D20 2	24F Non-Armored indoor/outdoor loose tube
8	FUSE-LC9SMA-6	6 PK FUSECONNECT LC APC SM 900UM
4	CCH-CP12-A9	CCH PNL W/6 LC DPLX
2	CCH-01U	CLOSET CONN HOUS 1U
1	MISC	Miscellaneous Materials

SubTotal

LABOR

PTI-LBR-CBL	Labor Services Structured Cabling
PTI-LBR-CBL	Labor Services Structured Cabling

SubTotal

CONTRACTOR WORK

1,120	Sub-Contractor-Cabling	Provide and place two 2" conduits
2	Sub-Contractor-Cabling	Enter existing vaults
2	Sub-Contractor-Cabling	Concrete Remove/Replace
1	Sub-Contractor-Cabling	Building penetration
1	Sub-Contractor-Cabling	Provide and place vault 24"x30"x24"
1,120	Sub-Contractor-Cabling	Provide and place tracer wire
1	Sub-Contractor-Cabling	Dig up existing Conduit/or Core drill Maintenance building
1	Sub-Contractor-Cabling	Provide and place schedule 40 and 12x12 pull box
1	Sub-Contractor-Cabling	Pull fiber
1	Sub-Contractor-Cabling	Permit

SubTotal

Services	\$19,001.68
Products	\$3,221.42
Contract Value	\$22,223.10

Acceptance

Parallel Technologies, Inc.

City of Shoreview

By: _____

By: _____

Date: _____

Date: _____



Terms and Conditions

Section #1 – The Work

This proposal takes precedence over any and all prior proposals, correspondence, and oral agreements or representation relating to the work set forth in the attached scope of work. This proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Parallel and the Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Section #2 – Pricing

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Parallel's interpretation of plans and specifications unless otherwise noted. Shipping and sales taxes, and any other taxes assessed on Customer shall be added to the price upon invoice to customer.

Section #3 – Invoice remittance and Payment

Customer agrees to pay Parallel 50% of the total price upon contract signing unless otherwise noted in the agreement. If work is performed over more than a month, Parallel will invoice Customer each month for the work performed during the previous month. Customer agrees to pay the amount due to Parallel as invoiced within 30 days of the date of being invoiced. If the Work is completed in less than a month, Customer agrees to pay Parallel in full after the Work has been performed within 30 days of the date of being invoiced. If Customer is overdue in any payment to Parallel, Parallel shall be entitled to suspend the Work until paid and charge Customer an interest rate of 1 and ½% per month, and may avail itself of any other legal or equitable remedy. Customer shall reimburse Parallel costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

Section #4 – Warranty

Parallel provides the following warranty to the Customer

For a period of one year, commencing on the earlier of substantial completion of work, or first beneficial use, ("Warranty Period"):

- a. The Work performed under this agreement will be of good quality
- b. That all equipment will be new unless otherwise required or permitted by this agreement
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this agreement.

The Customer's sole remedy for any breach of this warranty is that Parallel shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Parallel is notified in writing of any defect within the Warranty Period. Any equipment or products installed by Parallel in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Parallel hereby assigns to Customer without recourse to Parallel. Upon request of Customer, Parallel will use all reasonable efforts to assist Customer in insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

Section 5 – Changes

Without invalidating this Agreement, Customer or Parallel may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Parallel. If Customer orders any additional work or causes any material interference with Parallel's performance of the Work, Parallel shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price.

Section #6 - Force Majeure

Neither Customer or Parallel shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligation pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experience the delay



shall promptly give written notification to the other party within 5 days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Parallel due to reason set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this agreement.

Section #7 – Indemnification

Parallel shall indemnify and hold customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Parallel or Parallel's employees or subcontractors while on the Customer's site, or b) the malfunction of the equipment supplied by Parallel, or c) Parallel's breach of this agreement. In no event shall either Parallel or Customer be liable to the other party hereto for special, indirect, incidental, or consequential damages, including commercial loss, loss of use or lost profits, even if that party has been advised of the possibility of such damages. In no event will Parallel Technologies be liable to customer for any amounts in excess of the amounts paid by Customer to Parallel.

Section #8 - Disputes

In the event of any dispute between Parallel and Customer, Parallel and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration.

Acceptance

Company: _____

Contact: _____

Date: _____





PARALLEL TECHNOLOGIES

7667 Equitable Dr, Suite 201
Eden Prairie, Minnesota 55344
Phone: 952-920-7185

PROPOSAL

Quote Name: Pavillion fiber pull



Quote To:

City of Shoreview

Dick Crumb
4600 Victoria Street N
Shoreview MN 55126-5817

Ship To:

City of Shoreview

Dick Crumb
4600 Victoria Street N
Shoreview MN 55126-5817

Quote ID:

PTIQ3212

Date:

06/19/14

Expires:

7/19/2014

Prepared By:

Jeremy Robinson



Project Overview

Scope of Work:

- Pull in 1ea 6 strand OM3 fiber from Fitness center IDF out to Pavillion Approx,350'
- Install 1RU fiber enclosure in Pavillion and re-use the fiber enclosure in Fitness center IDF.
- Re-use existing conduit from point to point.
- If needed we are able to pull back existing cat 6 out and re-pull back with fiber.
- Terminate, test and label all to customers standards.



Assumptions

- All new cabling work to be performed during regular business (7:00 AM - 3:30 PM).
- Any delays experienced due to restricted access and areas not being ready for cable vendor (moving items, waiting for people to move etc.) could be subject to added cost.
- All conduits, back boxes, pull boxes, raceway, power poles, cores holes, penetrations, sleeves, cutting, painting and patching is excluded.
- Quote does not provide for any patch cords or patch cord installation. If client needs patch cords installed at rack/switch or workstation a change order will incur.



Contract Value

1,907.72

Pricing expires 30 days from date of quote. If accepted after expiration, project must be requested. Standard Payment Terms are 50% on acceptance, Progress billing thereafter unless otherwise noted. Shipping, handling and all applicable taxes are not included and will be charged in addition to the quoted amount. Additional terms apply.



Qty	Mfr Model #	Description
400	006T8F-33180-29	Outdoor/Indoor 6 strand OM3 Fiber
1	CCH-01U	CLOSET CONN HOUS 1U
2	CCH-CP06-E4	CCH PNL W/6 LC DPLX 50UM
2	FAST-LC-MM50L-6	6 PK FAST-LC 50UM 10G MM
1	MISC	Miscellaneous Materials
SubTotal		
	PTI-LBR-CBL	Labor Services Structured Cabling

Services	\$560.00
Products	\$1,347.72
Contract Value	\$1,907.72

Acceptance

Parallel Technologies, Inc.

City of Shoreview

By: _____

By: _____

Date: _____

Date: _____

PROPOSED MOTION

MOVED BY COUNCIL MEMBER _____

SECONDED BY COUNCIL MEMBER _____

To approve the replacement of outdated analog surveillance cameras with new network based cameras, and to add up to four additional cameras in the banquet room facilities in the amount of \$ 37,923.84 from Pro-Tec Design.

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

TO: Mayor and City Council

FROM: Dick Crumb, I.S. Manager
Tim Cooney, Assistant I.S. Manager

DATE: July 7, 2014

SUBJECT: Surveillance camera system updates and additions

INTRODUCTION

The Shoreview City Hall and Community Center has a system of surveillance cameras installed both internally and externally to record potential events concerning public safety, damage, theft, and personal injury. This system of cameras uses outdated analog based technology. Staff proposes to upgrade a number of these analog cameras to network based cameras. Staff also proposes to add up to four additional cameras in the Shoreview banquet room and the Snail/Turtle Lake rooms for coverage during weddings, banquets and other events held in those rooms. A copy of the vendor proposal is attached to this report.

BACKGROUND

The original video surveillance system was installed at the City Hall/Community Center campus ten years ago. This system uses analog technology with the video being saved to network based drive space. To save money and leverage our hardware investment as much as possible, the analog cameras were connected to the updated management software and network. Staff has noted numerous existing analog cameras with degraded video quality as the cameras have aged over time. The analog cameras also have limited video resolution and dynamic range compared to current technology. The Community Center General Manager has also identified a desire for monitoring activity in the meeting/banquet rooms. On occasion there have been disputes over responsibility for damage and/or missing equipment during rental events. Adding cameras to monitor those spaces would be helpful in identifying and clarifying those responsible.

PROPOSAL

Staff proposes updating nineteen of the existing analog cameras with IP (internet protocol) based network cameras. IP cameras are designed for the video management software currently employed by the city, and provide much higher resolution and light handling capabilities than our current cameras. Staff also proposes to add up to four cameras in the Turtle Lake, Snail Lake, and Shoreview room rental facilities to provide staff with the capability to review video taken during events to assist in monitoring those spaces for public safety, damage, theft, and other issues.

Staff obtained a proposal from the original vendor and current maintenance provider of the City's surveillance systems for the additional and upgraded camera equipment. Because the vendor, Pro-Tec Design, utilizes pricing from the State of Minnesota Purchasing Contract # S-813-5 (see attachment for confirmation) additional quotes were not required.

RECOMMENDATION

The majority of the surveillance cameras installed throughout the city campus buildings are the original analog cameras installed ten years ago. These cameras have significantly degraded in quality over time and have limited video resolution. Staff recommends updating nineteen of these cameras with the newer technology recommended in the proposal provided by Pro-Tec Design. Staff also recommends adding up to four additional cameras to provide video coverage in certain rental facilities. Pro-tec Design has supplied excellent support of its products and has provided staff with a proposal of \$37,923.84 for this project. Funding will come from the general fixed asset replacement fund. The 2014 CIP has \$42,000 for upgrading and adding to the City surveillance system which sufficiently covers this proposal.

Attachments: Proposal from Pro-Tec Design, State of Minnesota contract confirmation

Pro-Tec Design

TRUSTED SECURITY SOLUTIONS™

5005 Cheshire Parkway - Suite #3 - - Minneapolis - MN - 55446
 Phone: 763-553-1477 - Fax: 763-553-0204 - Email: solutions@pro-tecdesign.com

Sold To: City of Shoreview
 Richard Crumb
 4600 North Victoria Street
 Shoreview, MN 55126
 United States

Phone: (651) 490-4628
Fax:
Email: rcrumb@shoreviewmn.gov

Ship To: City of Shoreview
 Richard Crumb
 4600 North Victoria Street
 Shoreview, MN 55126
 United States

Phone: (651) 490-4628
Fax:
Email: rcrumb@shoreviewmn.gov

2014 Camera Replacements & Additions

The following proposal outlines the necessary items for the addition of 4 cameras and replacement of 19 cameras at the Shoreview Community Center and City Hall.

Camera additions are replacing existng cameras in the Milestone system and will re-use the existing license currently holding the analog cameras they are replacing.

The abatement of existing analog cabling is also included.

Tentative plan for cable runs are as follows:

- Lower Level IT Closet: cameras 1,2,4,5,12,13,14,16,17,18,23
- Upstairs Closet cameras: 3, 19,20,21
- Fitness Closet cameras:6,7,8,9,10,11,22

LASTLY, prior to camera installation for #3 & #15, but after cabling installation, Pro-Tec will demonstrate a 360 degree camera to see if it will work in the banquet room application. If not, the proposed plan for cameras will be executed.

QUOTE

Date	Quote Valid For
06/26/14	30 days

Quote #	Rep	Terms
PTDQ9663-01	Tim Ferrian	Net 30 days

Line	Qty	Description	Unit Price	Ext. Price
1		Analog Cable and DVR Abatement		
2	12	JOURNEYMAN TECHNICIAN	\$86.16	\$1,033.92
3	1	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$86.16
4		SubTotal		\$1,120.08
5				
6		1. North Multi-Purpose Room Camera (Add)		
7	1	MILESTONE XPROTECT ENTERPRISE CAMERA LICENSE	\$174.62	\$174.62
8	1	MILESTONE 1-YEAR SUPPORT PMA, XPE ENTERPRISE , 1 CAMERA LICENSE	\$31.59	\$31.59
9	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
10	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
11	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40

12	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
13	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
14	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
15	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
16	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
17	1	SHIPPING	\$18.89	\$18.89
18	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
19	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
20	7	JOURNEYMAN TECHNICIAN	\$86.16	\$603.12
21	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
22		SubTotal		\$1,856.76
23				
24		2. South Mult-Purpose Room Camera (Add)		
25	1	MILESTONE XPROTECT ENTERPRISE CAMERA LICENSE	\$174.62	\$174.62
26	1	MILESTONE 1-YEAR SUPPORT PMA, XPE ENTERPRISE , 1 CAMERA LICENSE	\$31.59	\$31.59
27	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
28	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
29	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
30	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
31	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
32	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
33	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
34	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
35	1	SHIPPING	\$18.89	\$18.89
36	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
37	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
38	7	JOURNEYMAN TECHNICIAN	\$86.16	\$603.12
39	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
40		SubTotal		\$1,856.76
41				
42		3. Banquet Rear Camera (Add)		
43	1	MILESTONE XPROTECT ENTERPRISE CAMERA LICENSE	\$174.62	\$174.62
44	1	MILESTONE 1-YEAR SUPPORT PMA, XPE ENTERPRISE , 1 CAMERA LICENSE	\$31.59	\$31.59
45	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$984.51	\$984.51
46	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
47	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
48	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
49	125	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$50.00
50	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
51	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
52	1	SHIPPING	\$18.89	\$18.89
53	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
54	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
55	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
56	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62

57		SubTotal		\$1,988.25
58				
59		4. Kitchen Hallway Camera (Replace)		
60	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
61	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
62	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
63	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
64	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
65	125	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$50.00
66	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
67	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
68	1	SHIPPING	\$18.89	\$18.89
69	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
70	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
71	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
72	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
73		SubTotal		\$1,554.39
74				
75		5. Main Reception Camera (Replace)		
76	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
77	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
78	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
79	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
80	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
81	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
82	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
83	1	SHIPPING	\$18.89	\$18.89
84	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
85	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
86	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
87	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
88		SubTotal		\$1,390.23
89				
90		6. Fitness Center Camera (Replace)		
91	1	5MP, DAY/NIGHT, FIXED DOME WITH DISCREET, VANDAL-RESISTANT INDOOR CASING. VARIFOCAL 3-9 MM P-IRIS LENS, REMOTE FOCUS AND ZOOM. SLOT FOR OPTIONAL LOCAL VIDEO STORAGE. POWER OVER ETHERNET. MIDSPAN NOT INCLUDED. INCLUDES SMOKED AND CLEAR TRANSPARENT COVERS.	\$1,142.19	\$1,142.19
92	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
93	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
94	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
95	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
96	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
97	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
98	1	SHIPPING	\$18.89	\$18.89
99	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08

100	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
101	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
102	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
103		SubTotal		\$1,843.56
104				
105		7. Fitness Center Entry Camera (Replace)		
106	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, OUTDOOR, 3.3-12MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$885.96	\$885.96
107	1	PENDANT KIT, FITS WALL MOUNT BRACKET OR 1.5" NPT THREAD, FOR P33-VE SERIES	\$48.29	\$48.29
108	1	WALL BRACKET. FOR USE WITH AXIS P55-SERIES, AXIS Q60-SERIES PTZ DOME NETWORK CAMERAS, AXIS P33 SERIES PENDANT KIT, AXIS P33-VE SERIES PENDANT KIT, AXIS 225 PENDANT KIT AND AXIS 216/P3301 PENDANT KIT. INCLUDES MOUNTING PLATE. WHITE.	\$97.56	\$97.56
109	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
110	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
111	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
112	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
113	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
114	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
115	1	SHIPPING	\$18.89	\$18.89
116	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
117	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
118	7	JOURNEYMAN TECHNICIAN	\$86.16	\$603.12
119	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
120		SubTotal		\$1,925.50
121				
122		8. Adult Locker Room Camera (Replace)		
123	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
124	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
125	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
126	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
127	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
128	75	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$30.00
129	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
130	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
131	1	SHIPPING	\$18.89	\$18.89
132	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
133	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
134	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
135	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
136		SubTotal		\$1,448.23
137				
138		9. Service Desk Camera (Replace)		
139	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
140	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
141	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40

142	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
143	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
144	125	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$50.00
145	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
146	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
147	1	SHIPPING	\$18.89	\$18.89
148	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
149	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
150	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
151	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
152		SubTotal		\$1,554.39
153				
154		10. Blue Wave Camera (Replace)		
155	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
156	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
157	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
158	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
159	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
160	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
161	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
162	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
163	1	SHIPPING	\$18.89	\$18.89
164	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
165	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
166	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
167	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
168		SubTotal		\$1,574.39
169				
170		11. Elevator View Camera (Replace)		
171	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
172	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
173	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
174	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
175	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
176	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
177	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
178	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
179	1	SHIPPING	\$18.89	\$18.89
180	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
181	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
182	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
183	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
184		SubTotal		\$1,564.39
185				
186		12. LL Reception Camera (Replace)		

187	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
188	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
189	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
190	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
191	75	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$30.00
192	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
193	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
194	1	SHIPPING	\$18.89	\$18.89
195	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
196	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
197	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
198	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
199		SubTotal		\$1,380.23
200				
201		13. Gym #2 Camera (Replace)		
202	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, 2.5-6MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$688.86	\$688.86
203	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
204	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
205	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
206	75	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$30.00
207	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
208	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
209	1	SHIPPING	\$18.89	\$18.89
210	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
211	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
212	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
213	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
214		SubTotal		\$1,380.23
215				
216		14. Gym #1 Camera (Replace)		
217	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, 2.5-6MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$688.86	\$688.86
218	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
219	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
220	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
221	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
222	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
223	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
224	1	SHIPPING	\$18.89	\$18.89
225	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
226	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
227	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
228	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
229		SubTotal		\$1,390.23
230				
231		15. Banquet Room Entrance Area Camera (Add)		

232	1	MILESTONE XPROTECT ENTERPRISE CAMERA LICENSE	\$174.62	\$174.62
233	1	MILESTONE 1-YEAR SUPPORT PMA, XPE ENTERPRISE , 1 CAMERA LICENSE	\$31.59	\$31.59
234	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
235	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
236	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
237	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
238	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
239	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
240	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
241	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
242	1	SHIPPING	\$18.89	\$18.89
243	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
244	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
245	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
246	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
247		SubTotal		\$1,770.60
248				
249		16. Playground #1 Camera (Replace)		
250	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
251	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
252	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
253	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
254	125	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$50.00
255	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
256	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
257	1	SHIPPING	\$18.89	\$18.89
258	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
259	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
260	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
261	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
262		SubTotal		\$1,400.23
263				
264		17. Playground #2 Camera (Replace)		
265	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
266	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
267	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
268	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
269	100	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$40.00
270	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
271	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
272	1	SHIPPING	\$18.89	\$18.89
273	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
274	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
275	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
276	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62

277		SubTotal		\$1,390.23
278				
279		18. CC Gym Camera (Replace)		
280	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
281	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
282	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
283	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
284	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
285	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
286	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
287	1	SHIPPING	\$18.89	\$18.89
288	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
289	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
290	5.5	JOURNEYMAN TECHNICIAN	\$86.16	\$473.88
291	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
292		SubTotal		\$1,463.31
293				
294		19. CC Narthex Camera (Replace)		
295	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$984.51	\$984.51
296	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
297	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
298	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
299	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
300	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
301	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
302	1	SHIPPING	\$18.89	\$18.89
303	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
304	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
305	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
306	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
307		SubTotal		\$1,705.88
308				
309		20. CC Fireside Lounge Camera (Replace)		
310	1	CAMERA, NETWORK, FIXED DOME, VANDAL RESISTANT, INDOOR, 3-9MM VFL, H.264/MJPEG, WDR, LIGHTFINDER, BUILT-IN MICROPHONE, 720P	\$984.51	\$984.51
311	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
312	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
313	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
314	150	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$60.00
315	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
316	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
317	1	SHIPPING	\$18.89	\$18.89
318	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
319	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
320	5	JOURNEYMAN TECHNICIAN	\$86.16	\$430.80
321	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62

322		SubTotal		\$1,705.88
323				
324		21. CC Fireside Lounge Stairway Camera (Replace)		
325	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
326	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
327	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
328	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
329	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
330	125	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$50.00
331	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
332	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
333	1	SHIPPING	\$18.89	\$18.89
334	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
335	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
336	5.5	JOURNEYMAN TECHNICIAN	\$86.16	\$473.88
337	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
338		SubTotal		\$1,511.31
339				
340		22. CC Service Desk Work Area Camera (Replace)		
341	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
342	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
343	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
344	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
345	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
346	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
347	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
348	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
349	1	SHIPPING	\$18.89	\$18.89
350	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08
351	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
352	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
353	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
354		SubTotal		\$1,574.39
355				
356		23. Gym Entrance Camera (Replace)		
357	1	CAMERA, NETWORK, FIXED DOME, INDOOR, 2.8-6MM VFL, H.264/MJPEG, WDR, 720P (1 MEGAPIXEL)	\$688.86	\$688.86
358	1	MOUNT, DROP CEILING, SMOKED, FOR P33 V SERIES	\$68.00	\$68.00
359	1	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$7.40	\$7.40
360	1	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$1.96	\$1.96
361	2	CAT6 PATCH CABLE 7-FOOT YELLOW W/SLIM BOOT	\$3.47	\$6.94
362	175	CABLE, CAT 6, 23AWG 4PR PLENUM CMP 550MHZ YELLOW JKT, PER FOOT	\$0.40	\$70.00
363	1	MISC MATERIALS, CONNECTORS, ETC.	\$27.60	\$27.60
364	1	WARRANTY & SUPPORT (1 YEAR)	\$17.00	\$17.00
365	1	SHIPPING	\$18.89	\$18.89
366	0.5	CAD DESIGN SERVICE - SYSTEM SCHEMATIC & BLUEPRINT DESIGN & UPDATES	\$86.16	\$43.08

367	0.5	ENGINEERING SERVICES - SYSTEM DESIGN & DOCUMENTATION	\$86.16	\$43.08
368	6	JOURNEYMAN TECHNICIAN	\$86.16	\$516.96
369	0.75	PROJECT MANAGER - LABOR & MATERIAL SCHEDULING & COORDINATION	\$86.16	\$64.62
370		SubTotal		\$1,574.39
371				
372				

Total \$37,923.84

All applicable sales tax has been included.

Statement of Work

1. PTD to provide 4 new and replace 19 existing cameras including all cable, cameras, and mounts.

Exclusions

1. Servers and Storage provided by the City. It should be noted that even though we are replacing cameras, the higher resolution of the cameras proposed will consume more resources than their analog counterparts, reducing storage retention and increasing processing needs.
2. City of provide switches with IP addresses and PoE needed for camera connectivity.

Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal Acceptance portion of the proposal and return to me.

Tim Ferrian
5005 Cheshire Parkway North, Suite 3
Minneapolis, MN 55446
Email tferrian@pro-tecdesign.com
Office (763) 231-8617
Cell (763) 370-7115
Fax (763) 553-0204

GENERAL NOTES

1. Pricing is based on the work scope and drawings provided to Pro-Tec Design.
2. 110 VAC is PROVIDED by Others unless otherwise specified.
3. Pricing assumes any existing equipment to be re-used is in good operational order. Additional time and material to repair existing equipment is outside this scope of work.
4. Pricing assumes any existing equipment to be re-used is fully compatible with new equipment in this work scope.

PROPOSAL ACCEPTANCE

2014 Camera Replacements & Additions

City of Shoreview

Richard Crumb
4600 North Victoria Street
Shoreview, MN 55126
United States

City of Shoreview

Printed Name and Title: _____

Signature: _____ Date: _____

PO# / Reference # (optional): _____

Pro-Tec Design, Inc.

Printed Name and Title: Tim Ferrian Director of Sales & Marketing

Signature:  _____ Date: _____

Pro-Tec Design, Inc. Standard Terms and Conditions

1. No liquidated damages will be due.
2. Protection of our work in place is not Pro-Tec Design's responsibility.
3. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
4. We do not accept back charges that have not been previously agreed to by us in writing.
5. Late payments will bear interest at the standard prevailing commercial rate.
6. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order (ARO). Prompt payment is required to order parts and cover other costs associated with project start-up.
7. We shall then be paid monthly progress payments for agreed upon milestones on or before the 18th day of each month for the value of our work in place plus materials and equipment designed, manufactured, or suitably stored on or off site by us, including any taxes required by law. All invoices shall be paid "Net 30" to ensure uninterrupted performance of work. Final payment is due 30 days following the completion of the project punchlist.
8. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
9. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
10. We retain title to all equipment until installation is complete and reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment.
11. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
12. You shall provide uncluttered and safe access for us to perform our work.
13. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on a 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
14. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
15. If any drawings, illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered. Final as-built drawings and specifications will be provided to the owner at project completion.
16. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS, AND ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.
17. The Owner shall purchase and maintain all-risk builder's risk insurance upon the full value of the entire work including materials delivered to the job site, which shall include the interests of Pro-Tec Design.
18. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
19. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded.
20. All work to be done during standard business hours, Monday through Friday unless otherwise noted or at a schedule that Pro-Tec Design believes will provide the most project continuity.
21. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of substantial completion provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by; Misuse, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
22. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee or contractor who performs services hereunder without Pro-Tec Design's written consent
23. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design, except as required by law. Impermissible disclosure of this design/intent will subject the proprietor to Consultant Fees equivalent of the above listed design/build quotation. All materials are guaranteed to be as specified. Any alterations or deviation written or verbal from the above specifications involving extra costs will be executed and will become an extra charge over and beyond the above quotation.
24. This proposal and any documents associated with it supersede any prior verbal or written information provided.
25. Pro-Tec Design is not an insurer of Customer's risks and exposures. Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," of an other cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.

• **Contract Background**

After a **competitive bid and selection process**, the State of Minnesota named **Pro-Tec Design** as an approved **Security Services supplier** under Minnesota Contract S-813 (5).

The contract is available to any Cooperative Purchasing Venture (CPV) member. Under this contract, CPV members now have access to Pro-Tec Design's portfolio of **state of the art security solutions** as well as best-in-class security services such as **design, consultation, installation and technical support**.

• **Overview of Contract S-813(5)**

Contract S-813 (5) creates a legal structure so that eligible government entities can purchase electronic premises security systems—including **intrusion detection, access control, and video surveillance systems**—**without pursuing competitive bids**. Under this contract, eligible government entities can purchase security services and technology directly from Pro-Tec Design.

• **Who can Utilize Contract S-813(5)**

Any member of the CPV can use Contract S-813 (5). Eligibility categories include: Governmental units such as **cities, counties, school districts, licensed nonprofit hospitals, Minnesota state agencies, other states, or the United States government entities** that receive surplus federal property, registered charities, charitable organizations that receive state grants or contracts, community health clinics, and entities in other states.

• **How to use this Contract**

First, make sure you are a member of the CPV. Membership is free and available to any entity that meets the eligibility requirements. Download a membership kit at www.mmd.admin.state.mn.us/cpv2.htm. After you are a member of the CPV you can **purchase directly from Pro-Tec Design** through contract S-813 (5).

• **Who is Pro-Tec Design**

Pro-Tec Design is one of the nation's **premier security system integrators**. Headquartered in Minneapolis Minnesota, we have over 35 security professionals that can successfully design, implement and support your security systems.

• **How do I contact Pro-Tec Design**

You can contact us by mail, email, or the web.

Mail: 5005 Cheshire Parkway
Suite #3
Minneapolis, MN 55446

Phone: 1-800-553-1104
Email: solutions@pro-tecdesign.com
Web: www.pro-tecdesign.com
Blog: www.pro-tecdesign.info

**Advantages & Benefits
of using S-813(5)**

Eliminate the bid process:

Bidding projects is not required when you purchase through Contract S-813 (5). The State of Minnesota has negotiated preferred pricing that reflects the buying power of the CPV member network.

Save Time, Save Money:

By eliminating the bidding process and eliminating the need to pay costly consulting fees. You can manage the entire project, from design to implementation to support through Contract S-813 (5).

Best Pricing:

Organizations purchasing off of Contract S-813 (5) will receive pricing at least 30% lower than non-negotiated rates.

Quality Guarantee:

Contract S-813 (5) establishes baseline quality requirements that all projects must meet. These quality standards give you piece of mind that you will get what you pay for.



SERVICES AVAILABLE

- Security Audits
- Security Assessments
- Security Design
- Project Management
- Training
- Technical Support
- Validation Testing
- Installation

PRODUCTS AVAILABLE

- Photo Identification
- Door Hardware
- Card Readers
- Video Management Software
- Video Surveillance
- Surveillance Cameras
- Intrusion Detection
- Access Control Software

MANUFACTURERS AVAILABLE

ASSA ABLOY

Assa Abloy is the global leader in door opening solutions, dedicated to satisfying end-user needs for security, safety, and convenience. Products include brands such as Sargent, HES, and Securitron.
www.assaabloy.com/en/com



Axis is an IT company offering network video solutions for professional installations. We are the global market leader in network video, driving the ongoing shift from analog to digital video surveillance.
www.axis.com



Bosch's broad portfolio of products and systems for video surveillance, access control, intrusion, and fire detection are used by major schools and universities, government agencies, correctional facilities, retail stores, casinos, and in many other commercial environments.
www.boschsecurity.us/en-us



DSX Access Systems, Inc. manufactures the WinDSX total access control software and hardware for single door to enterprise wide systems. DSX Products include non-host dependant, intelligent controllers and the WinDSX total access control software.
www.dsxinc.com



HID's Physical Access Control Solutions provide the most extensive line of powerful, versatile access control readers and credentials in the industry, featuring low-frequency (125 kHz), high-frequency (13.56 MHz) and multi-technology solutions. www.hidglobal.com



Johnson Controls is a provider of security products including access control, photo identification, and cctv. Products include the Pegasys 2000 access control system and the Digital Vision Networks cctv system.
www.johnsoncontrols.com



Lenel, a UTC Fire & Security Company, is a leading provider of software and integrated systems. Lenel's flagship OnGuard security platform provides an open, seamlessly integrated solution.
www.lenel.com



The Open Platform Company

Milestone Systems is the leading global developer of open platform software for managing IP network-based video surveillance. Milestone XProtect™ software is powerful and advanced yet easy to use, reliable and proven.
www.milestonesys.com



Pelco, Inc. by Schneider Electric, is a world leader in the design, development and manufacture of video and security systems and equipment ideal for any industry. For additional product or company information, please visit www.pelco.com



Vicon Industries is a provider of complete, open platform IP security solutions, including video management software and hardware with integrated access control and video analytics.
www.vicon-cctv.com



5005 Cheshire Parkway
Suite #3
Minneapolis, MN 55446

Phone: 1-800-553-1104
Email: solutions@pro-tecdesign.com

TO: MAYOR, CITY COUNCIL, CITY MANAGER
FROM: THOMAS L. HAMMITT
SENIOR ENGINEERING TECHNICIAN
DATE: JULY 2, 2014
SUBJECT: DEVELOPER ESCROW REDUCTIONS

INTRODUCTION

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

BACKGROUND

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

1033 Amble Rd Erosion Control completed
863 Tanglewood Dr Erosion Control completed

RECOMMENDATION

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

1033 Amble Rd	George Otterson	\$ 1,000.00
863 Tanglewood Dr	Matthew Karel	\$ 1,000.00

PROPOSED

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

HELD JULY 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 July 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. 14-47

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

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

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

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

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

1033 Amble Rd	George Otterson	\$ 1,000.00
863 Tanglewood Dr	Matthew Karel	\$ 1,000.00

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 7th day of July, 2014.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution 14-45 approving authorizing participation in the Ramsey County Cooperative Weed Management Area.

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

REGULAR COUNCIL MEETING

JULY 7th, 2014

TO: MAYOR, CITY COUNCIL, CITY MANAGER

FROM: JESSICA SCHAUM, ENVIRONMENTAL OFFICER

DATE: JULY 7th 2014

SUBJECT: RESOLUTION 14-45 AUTHORIZING PARTICIPATION IN THE RAMSEY COUNTY COOPERATIVE WEED MANAGEMENT AREA

INTRODUCTION

Staff is recommending that the City Council approve Resolution 14-45 authorizing participation in the Ramsey County Cooperative Weed Management Area (RCCWMA) to identify and manage invasive plant species in Shoreview to benefit our larger Twin Cities area.

BACKGROUND

The RCCWMA is a cooperative relationship between government agencies, individual landowners, non-profit organizations, and other interested groups working towards managing non-native, invasive plants that negatively impact natural lands, parks, and open spaces in Ramsey County. To prevent the establishment of new invasive plants the RCCWMA provides expertise, coordinates public education, and offers training to volunteers to confirm and control invasive infestations.

The RCCWMA encourages partners to manage invasive plants on their lands and to report infestations outside their jurisdictions by attending workshops or trainings and recruiting new volunteers. The RCCWMA is funded solely through grants and contributions as Ramsey County does not provide cash support. There is no cost to the City to participate. Currently partners include the cities of Maplewood and North Saint Paul, as well as many State and Federal agencies, watershed districts, and the Army National Guard.

New invasive species on the horizon can pose serious health risks, increase costs to cities or homeowners to eradicate once established, cause the loss of recreational use (water, trails), and alter habitats affecting native plants and wildlife.

RCCWMA staff presented at the May 27th 2014 Shoreview Environmental Quality Committee (EQC) and the Committee recommended that the City Council authorize our participation and become a partner.

Invasive species education is a main focus of the EQC's Slice of Shoreview booth this summer and RCCWMA staff has volunteered samples of what to look for, handout materials, and several hours of expertise in the booth.

RECOMMENDATION

It is recommended that the City Council approve Resolution 14-45 authorizing participation in the Ramsey County Cooperative Weed Management Area (RCCWMA) to manage invasive plant species and complete the attached Memorandum of Understanding to formalize Shoreview becoming a partner.

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD JULY 7th, 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 July 7th, 2014 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. 14-45

**AUTHORIZING PARTICIPATION IN THE RAMSEY COUNTY COOPERATIVE
WEED MANAGEMENT AREA**

WHEREAS, invasive plants (weeds, exotic plants, non-native plants) have significant environmental, social, and economic impacts on natural areas, parks, and open spaces; and

WHEREAS, invasive species are a leading threat to the native species of the United States, second only to habitat destruction; and

WHEREAS, invasive plants consume approximately three million acres of land each year; and

WHEREAS, some invasive plants are harmful to human and animal health by releasing chemicals into the soil that inhibit the growth of other plants; and

WHEREAS, invasive plants can cause erosion, alter water ways, limit plant and animal diversity, lower property values, and can affect society and our natural environment in many other negative ways;

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

Does hereby authorize participation in the Ramsey County Cooperative Weed Management Area (RCCWMA) to manage invasive plant species.

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 7th day of July, 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 7th day of July, 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 the approval of the Environmentally Preferred Purchasing Policy.

II

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, this 8th day of July, 2014.

SEAL

Terry C. Schwerm
City Manager

NOT-WANTED! NEW INVASIVE PLANTS IN RAMSEY COUNTY

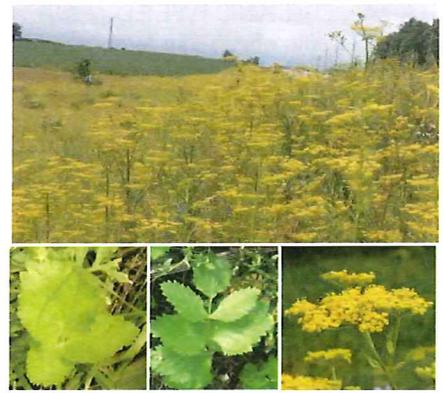
EARLY DETECTION & CONTROL WILL PREVENT INFESTATIONS



Japanese knotweed



Common tansy



Wild parsnip



Miscanthus



Cut-leaved teasel



Grecian foxglove



Flowering rush



Narrowleaf bittercress



Oriental bittersweet

NOT-WANTED!

INVASIVE PLANTS OF RAMSEY COUNTY

The RCCWMA is working to manage populations of these plants in Ramsey County.

These plants occur in small, isolated populations in Ramsey County. Early detection of new populations can prevent infestations.

JAPANESE KNOTWEED (*Polygonum cuspidatum*)

Perennial with **shrub-like** form grows from 3' -11'. **Stems** are hollow, bamboo-like with swollen leaf joints. **Leaves** 6" long, 3 - 4" wide, leaf base straight across to bluntly right angled. **Flowers** white to pink and densely crowded on erect stalks. Spreads primarily by **rhizomes**, root system can reach 6 feet deep and 65' wide. Threatens riparian corridors, fens, springs, ravines, forests and stream banks. Extremely difficult to eradicate once established.

COMMON TANSY (*Tanacetum vulgare*) Perennial plant, 3'-5' tall. **Stems** are smooth or slightly hairy, woody, purplish red near the ground. **Leaves** are alternate, pinnately compound, irregularly lobed, fernlike. Strongly aromatic when crushed. **Flowers** are bright yellow, up to 0.5" wide, in button-like clusters. Spreads by **seeds** and short **rhizomes** (underground stems). Introduced for medicinal and horticultural purposes, it is now spreading into wild areas in the Upper Midwest and Canada.

WILD PARSNIP (*Pastinaca sativa*) Monocarpic perennial (flowers once and then dies) up to 4' high in flowering stage. **Leaves** are alternate, made up of 5-15 oval leaflets along both sides of a common stalk, leaflets are sharply-toothed.

Flowers are flat-topped, broad clusters 2-6" wide, numerous five-petaled yellow flowers. Produces numerous large **seeds** that remain viable for four years. Thick, long, edible **taproot**. Invades disturbed areas, edges, and open areas. **CAUTION! Plant sap can cause skin burns if exposed to sunlight.**

MISCANTHUS (*Miscanthus sinensis*, *Miscanthus sacchariflorus*) Also known as Amur or Chinese silver grass. A perennial warm season grass, 6-8' tall, very showy. **Flowers** are silky or plume-like. A very popular ornamental grass, over 50 varieties are available. It is now spreading into road sides, woodland borders, and wet areas.

For control, management and other information about these species please visit the following websites:

www.dnr.state.mn.us/invasives/index.html

<http://dnr.wi.gov/topic/Invasives/>

www.nps.gov/plants/alien/fact.htm

www.mda.state.mn.us/plants/badplants.aspx

CUT-LEAVED TEASEL (*Dipsacus laciniatus*)

Perennial herb, flowers once then dies. First year forms a low-growing rosette; second or third year produces a 2 - 7 foot stem. **Leaves** on stem opposite, long, deeply cut, prickly, joined into a cup around stalk. Stem ridged and spiny. **Flowers** small and white in oval-shaped heads atop stems, bloom summer into fall. Threatens prairies and sedge meadows. Common teasel (*D. fullonum*) similar and invasive but with purple flowers, leaves not deeply cut.

GRECIAN FOXGLOVE (*Digitalis lanata*) Biennial plant, 1st year rosette, 2nd year single to multiple coarse erect stems 2-5' high. **Leaves** 1st year dark green and spear-shaped, 2nd year alternate along stem. Elongated **flower** clusters, cream colored tubular flowers with purplish-brown veins. **Seeds** are in pods with small hooks that cling to fur and clothing. Creates dense stands that threaten savanna and prairie communities. **CAUTION! Toxic to humans and animals. Toxin may be absorbed through skin.**

FLOWERING RUSH (*Butomus umbellatus*) Perennial wetland plant, 1-5' tall. **Leaves** are sword-like, triangular in cross-section. **Flowers** are rose-colored, pink, or white, 0.75 -1" wide, arranged in umbels. Spreads by **seeds**, **rhizomes** (underground stems) and bulb-lets. Grows submerged in deeper water without flowering. Range is rapidly expanding in the Midwest.

NARROWLEAF BITTERCRESS (*Cardamine impatiens*) Annual or biennial, to 31" tall. Leaves pinnately divided with numerous (6-20) sharply toothed leaflets; membrane-like, narrow pointed ears or auricles at the leaf base. White flowers are small (0.1"). Blooms May to August. Fruit/seeds are slender seedpods. This is a new invader to Minnesota, populations have been found in woodlands near the Mississippi River.

ORIENTAL BITTERSWEET (*Celastrus orbiculatus*) Hybridizes with, and is replacing native American bittersweet in the eastern U.S. **Vines** up to 60 feet long smother vegetation, break and uproot trees. Mature **leaves** are wide and rounded. **Fruit capsules are yellow** and grow in the leaf axils. American bittersweet has orange capsules that are found only at the ends of vines. Capsules of both species contain **orange fruit**. Hybrid appearance is variable. Spread by birds and small mammals. Many plants at nurseries are mislabeled; avoid planting any bittersweet. Keep bittersweet arrangements indoors and dispose of responsibly.

Ramsey
Conservation District



**RAMSEY COUNTY COOPERATIVE WEED MANAGEMENT AREA
A RAMSEY CONSERVATION DISTRICT PROGRAM**

Contact carole.gernes@rwmwd.org; (651) 792-7977

Memorandum of Understanding

RCCWMA

Ramsey County
Cooperative Weed
Management Area

Among the following agencies

Capitol Region Watershed District
City of Maplewood
City of North St. Paul
Great River Greening
H.B. Fuller/Willow Lake Nature Preserve
Minnesota Department of Agriculture
Minnesota Department of Transportation
National Park Service
Ramsey Conservation District
Ramsey County Parks and Recreation Department
Ramsey County Public Works
Ramsey-Washington Metro Watershed District
Rice Creek Watershed District
Saint Paul Parks and Recreation

(Hereinafter referred to as Partners)

I. Background and Objectives

Invasive species have significant environmental, social, and economic impacts on natural areas, parks, and open spaces. Invasive species are a leading threat to the native species of the United States, second only to habitat destruction. Invasive plants consume approximately three million acres of land each year. Invasive plants threaten both entire ecosystems and individual species. They negatively impact ecosystems through competition, suppression, and displacement of native species and can alter ecosystem functions. Ramsey County contains a myriad of groups including governmental agencies, non-profit organizations, private business, and private citizens and landowners that give the county the unique opportunity to manage invasive plants in a cooperative manner.

The purpose of this Memorandum of Understanding (MOU) is to encourage and formalize the cooperative relationship necessary for effective management, coordination, and implementation of invasive terrestrial and aquatic plant species programs among the above mentioned Partners.

Other organizations or individuals may, at any time, join as Partners of the RCCWMA. Partners may agree to offer funding or in-kind service to the RCCWMA. Various other organizations or individuals may choose to participate informally as Cooperators with the RCCWMA. These Cooperators will be required to sign a signatory page stating that they will voluntarily participate under the applicable guidelines in this MOU. Cooperators are listed in Appendix A.

Definition of terms

- a. Introduction- the intentional or unintentional escape, release, dissemination, or placement of a species into an ecosystem as a result of human activity.
- b. Ecosystem- the complex of a community of organisms and its environment.
- c. Native species- a plant species that historically occurred in Ramsey County, not as a result of an introduction.
- d. Local Ecotype Native Seed- seed originating from the ecoregions found in Ramsey County. Seed used in the RCCWMA must be Local Ecotype Native Seed, and must originate from as close to the given project as possible. "Yellow tag" certified seed should be used whenever possible.
- e. Non-native species-with respect to a particular ecosystem, any plant species, including its seeds, spores, or other biological material capable of propagating that species, that has been introduced to that ecosystem by means other than natural processes.
- f. Invasive plant or weed- a plant species, typically non-native, that has competitive advantages and can become established in natural plant communities and wild areas and replace native vegetation. They may alter the ecosystem and may cause economic, environmental, and/or social harm and may also negatively affect human health.
- g. Noxious weed- a plant determined to be problem by a governmental agency. This can be on a county, state, or national level. They are mandated by law as pest species, and the law calls on all citizens for the destruction of the species.
- h. RCCWMA- Ramsey County Cooperative Weed Management Area- geographically defined as the lands and waters within the geopolitical boundaries of Ramsey County. A cooperative effort to manage invasive plants in Ramsey County.
- i. RCCWMA Board – signing Partners, the foundation of the RCCWMA. The RCCWMA Board appoints the Steering Committee.
- j. RCCWMA Steering Committee- made up of both Partners and Cooperators, the RCCWMA Steering Committee organizes members, provides direction, holds regular meetings, and generally furthers the common goal of cooperative invasive plant management. Each Partner and Cooperator will be directly or indirectly represented on the Steering Committee.

II. Legislative Authority

For the National Park Service, the legal authority for entering into this agreement is the National Park Service Organic Act (16 U.S.C. §§ 1-3). This is a general management authority for entering into a memorandum of understanding to document mutually agreed upon policies, procedures, objectives, and/or assistance relationships that do not involve funding.

This MOU is neither a fiscal nor a funds obligation document. Any action involving contribution of funds or reimbursement between parties to this MOU will be handled in accordance to applicable laws, regulation, and procedures including those for Government procurement and printing. These actions will be outlined in separate agreements between parties and will be authorized by the appropriate statutory authority. This authority does not provide such authority, nor does it establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

III. Statement Of Work

The intent of this MOU is to enhance the success of the Cooperative Weed Management Area for Ramsey County by encouraging sharing of resources, information, expertise, and effort on a willing and cooperative basis on both public and private lands and waters. This MOU is not intended to establish legal authorities or mandates where they do not currently exist.

The undersigned parties mutually agree to the following:

- a. Participate, assist, or cooperate in the development of the Ramsey County Cooperative Weed Management Area (RCCWMA).
- b. Share information among Partners and Cooperators and provide assistance and expertise regarding invasive plant management activities on their lands and waters.
- c. Provide opportunities to outside interest groups, private landowners, and the public for involvement in carrying out weed management planning and education on lands and waters within the Ramsey County Cooperative Weed Management Area (RCCWMA).
- d. Utilize the Ramsey Conservation District as the fiscal administrator for any grants or financial support received by the RCCWMA.
- e. Review this MOU and make revisions and updates as necessary to meet the purpose of the agreement. Amendments shall become effective upon approval by all Partners.

This MOU in no way restricts any of the Partners or Cooperators from participating in similar activities with other public or private agencies, organizations, or individuals.

IV. Term of Agreement

This MOU will become effective upon signature of each of the Partners and fully effective upon the day all partners have signed. It expires 5 years from the fully effective date at which time it will be subject to review, renewal, or expiration. If the Partners mutually agree to continue cooperation, a new agreement shall be executed.

V. Modification and Termination

Modifications to this MOU shall be made by the issuance of a unanimously approved modification prior to any changes being performed. Any Partner may withdraw from this agreement at any time before the date of expiration by providing 30 days written notice to all signatories.

VI. Additional Parties to the MOU

Additional parties may, and are encouraged to, be added to the MOU as Partners or Cooperators, at anytime. All Partners will be notified of any additional party and will be given 30 days after the notification to determine if there is a conflict of interest. If a conflict of interest is identified the Partner may choose to withdraw from the MOU. If the Partner does not withdraw, then the additional party with the conflict of interest may not be added to the MOU.

VII. Key Officials and Signatures

A separate page will be included for each of the Partners and Cooperators designating the key official to this MOU and the signature for the person authorized to enter into this agreement.

Memorandum of Understanding (#002)

Between

Capitol Region Watershed District
City of Maplewood
City of North St. Paul
Great River Greening
H.B. Fuller/Willow Lake Nature Preserve
Minnesota Department of Agriculture
Minnesota Department of Transportation
National Park Service
Ramsey Conservation District
Ramsey County Parks and Recreation Department
Ramsey County Public Works
Ramsey-Washington Metro Watershed District
Rice Creek Watershed District
Saint Paul Parks and Recreation

VII. Key Official and Signatures (continued)

Name, Title:

Agency/Organization:

Address:

Phone:

E-mail:

Key Official Signature:

Signature Date: _____

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 14-48 prohibiting on-street parking along both sides of Chatsworth Street, North of Highway 96 to the cul-de-sac.

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

REGULAR COUNCIL MEETING
JULY 7, 2014
MJM/

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MARK J. MALONEY, PUBLIC WORKS DIRECTOR
DATE: JULY 2, 2014
SUBJ: PARKING RESTRICTIONS FOR BOTH SIDES OF CHATSWORTH STREET

BACKGROUND

The Public Works Department continues to respond to complaints regarding parking along Chatsworth Street from Highway 96, North to the Cul-de-sac. Staff is recommending changes to the posted parking regulations for the road. Because these changes involve regulatory-type signs (STOP, parking, speed limit, etc.), State law requires that any changes or sign additions be ordered by the City Council.

DISCUSSION

Over the past 3 years the City has been involved in dialog with Chatsworth Street businesses regarding issues created by on-street parking in the area. Responding to the requests of area businesses, the City Council in 2012 authorized the prohibition of parking on the west side of the street. Since that time City staff have continued to receive complaints from area businesses concerning the ability of delivery vehicles and product shipping services to access the individual driveways given that the east side of the street is continuously used for employee parking apparently associated with the largest Chatsworth Street business –Westinghouse.

Given that contact with on-site staff at Westinghouse over this 3-year period have not resulted in their employees using other parking areas, and that the other Chatsworth Street businesses appear to be adversely impacted by the continuous use of the street for employee parking, staff is recommending that the City Council authorize the prohibition of any on-street parking along Chatsworth Street. Please refer to attached map. Notice of this recommendation and the City Council's scheduled deliberation was previously sent to the Chatsworth Street businesses. As of the time of this report, we have received the attached response as well as two phone calls in support of the staff recommendation.

Appropriate signage could be prepared and installed within one week.

RECOMMENDATION

Resolution 14-48 establishing parking prohibitions for both sides of Chatsworth Street is provided for consideration.

MJM\

draft

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD JULY 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 July 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. 14-48
ESTABLISHMENT OF PARKING RESTRICTIONS FOR
BOTH SIDES OF CHATSWORTH STREET,
NORTH OF HIGHWAY 96 TO CUL-DE-SAC.**

WHEREAS, the City of Shoreview, as road authority, is responsible for traffic control on local city streets; and

WHEREAS, the City has received a request for revisions to on-street parking regulations for Chatsworth Street, a public street under City jurisdiction; and

WHEREAS, City staff has analyzed the request and reported findings and recommendations to the Shoreview City Council.

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

1. Parking restrictions are hereby established for both sides of Chatsworth Street, North of Highway 96 to cul-de-sac.
2. The Public Works Director is hereby directed to place No Parking signage along the above-described portions of Chatsworth Street.



Mark Maloney <mmaloney@shoreviewmn.gov>

Chatsworth Street North Parking

1 message

Deb Powell <Deb@powellmcgee.com>

Wed, Jul 2, 2014 at 10:53 AM

To: mmaloney@shoreviewmn.gov

Mark,

As a business on Chatsworth Street North, we are very much in favor of additional parking restrictions to improve general access and deliveries in the area. Thank you for considering this.

Sincerely,

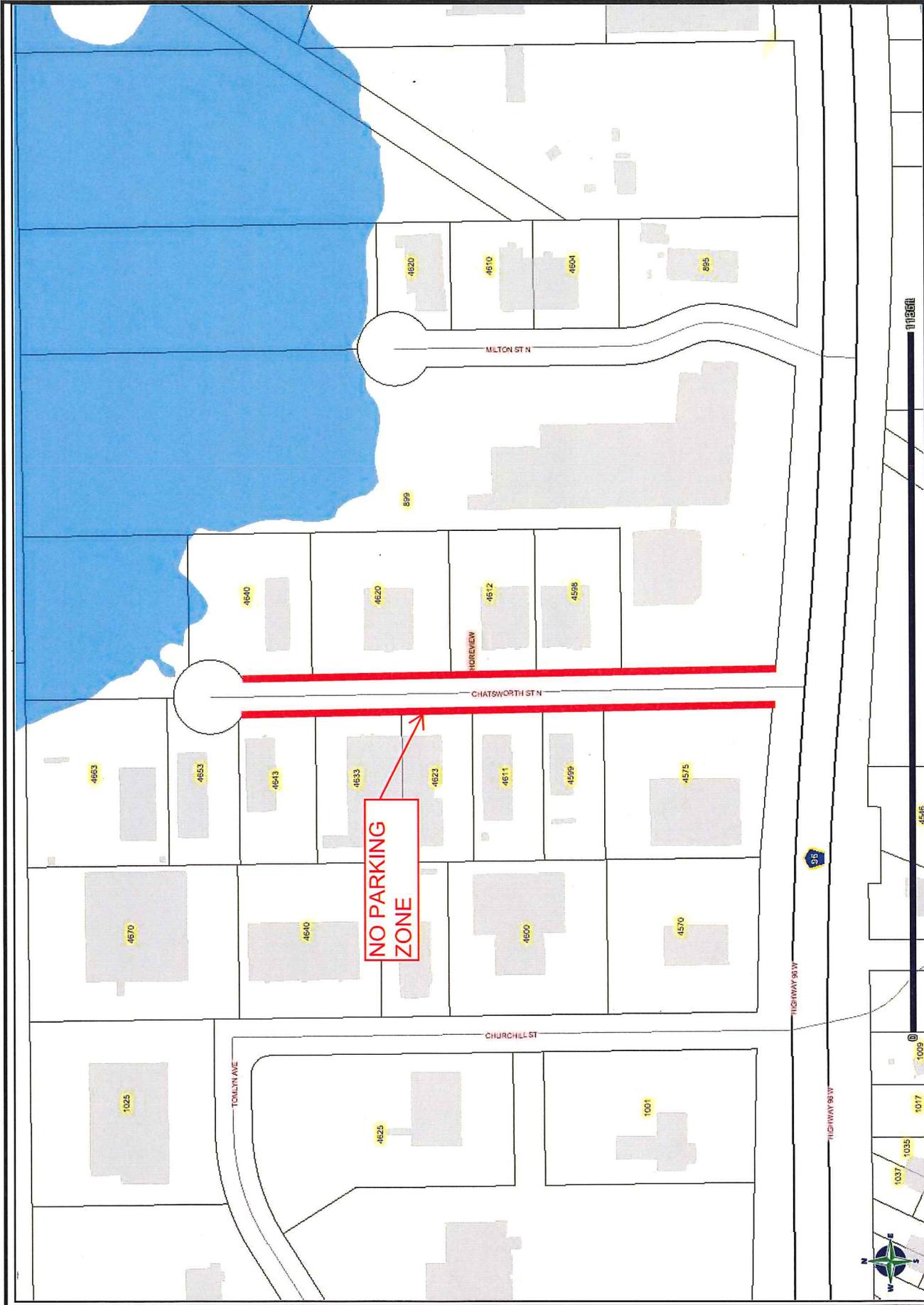
Deb Powell

VP Finance/Business Manager

Powell, McGee Associates, Inc. | 4599 Chatsworth St North | Shoreview, MN 55126

(651) 486-8938 x100 | (651) 335-2840 cell | (651) 486-8940 fax

deb@powellmcgee.com | www.powellmcgee.com



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (January 3, 2012), The Lawrence Group (January 3, 2012 for County parcel and property records data, January 2012 for commercial and residential data, April 2009 for color aerial imagery, All

**PROPOSED MOTION
TO APPROVE THE MINOR SUBDIVISION
FOR MOSER HOMES, INC
3339 VICTORIA STREET**

MOVED BY COUNCIL MEMBER: _____

SECONDED BY COUNCIL MEMBER: _____

To approve minor subdivision request submitted by Moser Homes, Inc. to divide the property at 3339 Victoria Street into two parcels for single-family residential development and Said approval is subject to the following conditions:

Minor Subdivision

1. The minor subdivision shall be in accordance with the plans submitted.
2. For Parcel 2, a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City endorses the deed to create Parcel 2. The fee will be 4% of the fair market value of the property.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The applicant shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on each parcel.
5. Municipal water and sanitary sewer service shall be provided to both parcels. The cost of connection and SAC fees, together with permit charges, will be due with the building permit.
6. Driveways and all other work within the Victoria Street right-of-way are subject to the permitting authority of the City of Shoreview and Ramsey County.
7. A tree protection, removal and replacement plan shall be submitted prior to issuance of a building permit (including the demolition permit). The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application for each parcel and implemented during the construction of the new residence.
9. A final site-grading and drainage plan shall be submitted and approved by the City Engineer prior to issuance of a building permit.

10. The wetland/wetland buffer shall be identified by signage. A 16.5-foot wetland buffer shall be established on both Parcel 1. A wetland buffer shall also be established on Parcel 2 ranging from in width from 10 feet to 16.5 feet..
11. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

Said approval is based on the following findings of fact:

1. The subdivision is consistent with the policies of the Comprehensive Plan regarding land use and housing.
2. The subdivision will provide opportunity for new housing in the community consistent with the City's housing goals.
3. The proposed lots conform to the adopted City standards for the R1, Detached Residential Zoning District.
4. Municipal water and sanitary sewer service are available for each proposed parcel.

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

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

Regular City Council Meeting – July 7, 2014

TO: Mayor, City Council and Planning Commission
FROM: Kathleen Castle, City Planner
DATE: July 2, 2014
SUBJECT: File No. 2530-14-20 Moser Homes, Inc.; Minor Subdivision and Variance, 3339 Victoria Street North

INTRODUCTION

Robert Moser of Moser Homes, Inc. submitted a minor subdivision application to divide the property at 3339 Victoria Street into two parcels for single-family residential development. In addition, a variance application was also submitted for both the proposed parcels to exceed the maximum building setback permitted for the future homes. The Planning Commission approved the requested variances at their June 24th meeting.

BACKGROUND

The property is currently owned by the City of Shoreview. The City acquired the property, through the Economic Development Authority, in 2013 with the objective of resolving long-standing housing and property maintenance conditions and redeveloping the property with housing that supports the City's housing goals and is compatible with the surrounding single-family residential land uses.

The property has a lot area of 1.5 acres and a lot width of 91.17 feet along Victoria Street. It is a "key lot", with the north side lot line abutting the rear lot line of homes immediately to the north. The City hired a contractor to remove the blighted house and accessory structures and disturbed areas have been restored, with the exception of some finishing work after two existing wells are sealed. Vegetation on the property is primarily located along the boundaries and in the western portion of the property. There is also a wetland area located in the northwest corner of the property.

The City solicited a Request for Proposal earlier this year from qualified developers/builders for seeking purchase offers and concept redevelopment plans. Moser Homes, Inc. submitted a proposal that was accepted by the Economic Development Authority. If the submitted applications are approved, a purchase agreement will be executed with an anticipated closing date later this summer.

This application was complete as of May 19, 2014. The Planning Commission did extend the review period from 60 to 120 days.

MINOR SUBDIVISION

Development Ordinance Requirements. Minor subdivisions require review by the Planning Commission and approval by the City Council. Minor subdivisions must be reviewed in accordance with subdivision and zoning district standards in the Development Regulations.

The City’s subdivision standards require all lots to front on a publicly dedicated right-of-way. Municipal sanitary sewer and water must be provided to the resulting lots. These standards also require 5-foot public drainage and 10-foot utility easements along property lines where necessary. Public drainage and utility easements are also required over infrastructure, watercourses and floodways.

Key lots (any lot where the side lot line abuts the rear lot line of one or more adjoining parcels) are discouraged and must be at least 15-feet more in depth or width than the minimum required. When a side lot line abuts a rear lot line, the setback for principal and accessory structures increases to a minimum of 20-feet from a side lot line. Through the subdivision process, the City can require a greater width or depth to increase the proposed structure setback from the adjoining properties.

The property is zoned R1, Detached Residential, as are the adjacent properties. In this zoning district, the lot standards require a minimum lot area of 10,000 square feet and a width of 75 feet. Regarding structure setbacks, the front yard setback of the proposed homes is based on the setbacks of the adjacent homes, since the homes are more than 40 feet from the front property line. The front yard setback for a dwelling to be constructed on a vacant lot shall be equal to the average of the front yard setbacks for such immediately adjacent dwelling plus or minus 10-feet. The dwelling must also maintain a minimum setback of 10 feet from a side property line and 30 feet from a rear property line. Accessory structures, including attached garage, must maintain a minimum setback of 5-feet from a side lot line.

STAFF REVIEW

Lot Standards

The proposed parcels comply with the minimum lot standards for parcels in the R1 zoning district. As stated earlier, the existing parcel is considered a key lot. With the subdivision, Parcel 2 will remain a key lot and is subject to the additional structure setback and lot depth or width requirements. The parcel exceeds the lot depth by more than 20 feet. This parcel has adequate width and depth to comply with the required 20-foot structure setback from the north side property line. Below is a table summarizing the proposed lots to the zoning requirements:

	Requirements	Parcel 1 (South)	Parcel 2 (North)
Area:	10,000 sf	31,685 sf	33,469 sf
Width:	75 feet	75 feet (Average)	75 feet (Average)
Key Lot	90 feet*	45.59 feet to 82 feet	45.59 feet to 103.79 feet
Depth:	125 feet	427.87 feet	454 feet
Key Lot	140 feet*		

** For Key lots, an additional 15 feet is required for either the lot width or lot depth*

Municipal Utilities

Municipal sanitary sewer and water service are already provided to the property. Additional service stubs will need to be provided for the second parcel. The standard drainage and utility easements along the property lines will be required, as well as over the wetland area.

Access

The existing access driveway will be relocated farther to south. A single access point will remain on Victoria Street, however, there will be separate driveways serving each parcel. A private maintenance agreement between the two properties is required for shared access driveway serving the proposed homes.

Vegetation and Woodlands

The submitted survey identifies some landmark trees on the property that will be impacted by the construction of new homes. These trees include Cottonwoods, Boxelder and Ash. Landmark trees removed will need to be replaced at a ratio 2:1, in accordance with the City's regulations. Tree removal, replacement and protection will be addressed further in the Development Agreement.

Grading, Drainage and Stormwater Management

The site is relatively flat with topographical elevations ranging from 946 in the eastern portion of the site to 941 in the southwest corner of the property. The proposed homes are anticipated to be a split-level design with a walkout lower level. The submitted survey indicates that the grade will be raised approximately 1.5 feet for each building pad with the walkout design taking advantage of the sloping grade change at the rear of the property.

The building pads were placed in the western portion of the property because of the larger lot width. This portion of the site can accommodate two home sites. The wetland has been delineated and is shown on the survey. To avoid encroachment into the wetland areas, the building pads have been shifted to the east, reducing the proposed building setbacks from the front property line. On Parcel 1, a 16.5 feet wetland buffer is identified. On Parcel 2, a portion of the building pad is setback 10 feet from the wetland boundary. The City's development standards state that a wetland buffer may be required to meet the intent of the surface water management plan. The Code does recommend a 16.5 foot buffer, however, deviations may be approved through the subdivision process. The City Engineer has reviewed the proposal and believes the proposed encroachment is reasonable based on the site conditions and will not significantly impact the wetland character or function. This wetland serves as a storm water pond as it manages stormwater from the north (Arbogast Street) and pre-treats stormwater runoff before it overflows to Lake Judy. The proposed structures will comply with the recommended minimum building elevation (lowest opening) for an adjacent structure which is 944.6 feet. Other structures or site improvements in the area also appear to encroach into the recommended wetland buffer.

The proposed lot coverage is 22% for Parcel 1 and 19% for Parcel 2, well under the maximum 40% permitted for standard single-family residential lots. Stormwater runoff from the structures will be directed towards the wetland area and towards the front. Stormwater runoff calculations were not

required due to the low impervious surface coverage. The City Engineer has reviewed the submitted plans and has found that they comply with the City standards.

Building Setbacks

The proposed building pad locations comply with the required building setbacks from the side and rear lot lines. The Planning Commission did grant variances increasing the maximum 67.5 foot structure setback from the front lot line as follows:

1. Parcel 1: 255.4 feet
2. Parcel 2: 272.1 feet

The Commission determined practical difficulty was present based on the size of the property, the unique lot configuration and neighborhood character.

PLANNING COMMISSION MEETING

The Planning Commission first heard this request at their May 27th meeting and tabled the minor subdivision and variance applications to provide Mr. Moser additional time to delineate the wetland area on the property, revise the structure locations and evaluate stormwater management.

A wetland delineation was been completed and presented to the Commission at the June 24th meeting. As a result of the wetland area, the building pad locations for both properties have been shifted to the east reducing the proposed structure setbacks from Victoria Street. As indicated earlier, variances were required and approved to exceed the maximum building setback permitted from the front property line (See Resolution 14-40).

Regarding the minor subdivision, the Commission determined that the subdivision of this oversized parcel into two parcels for single-family residential development optimized the use of this property. The proposed single-family use is consistent with the neighborhood and would not negatively impact the surrounding properties. The applications were approved with a 6 to 0 vote.

PUBLIC COMMENT

Property owners within 350 feet were notified of the applicant's request. Written and verbal comments were received expressing concern about site conditions, the location of surface water on the property, suitability of the site for development, wetland impacts, landscape screening and fencing.

STAFF RECOMMENDATION

The minor subdivision has been reviewed in accordance with the standards of the Development Regulations. The proposed parcels comply with the subdivision standards, and variances were granted to permit future structures to exceed the maximum building setback permitted from the front property line. Redevelopment with two single-family homes is consistent with the City's housing goals and will provide new housing opportunities. Staff is recommending the City Council approve the subdivision, including the subdivision and development agreements, contingent upon the following conditions.

1. The minor subdivision shall be in accordance with the plans submitted.
2. For Parcel 2, a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City endorses the deed to create Parcel B. The fee will be 4% of the fair market value of the property.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The applicant shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on each parcel.
5. Municipal water and sanitary sewer service shall be provided to both parcels. The cost of connection and SAC fees, together with permit charges, will be due with the building permit.
6. Driveways and all other work within the Victoria Street right-of-way are subject to the permitting authority of the City of Shoreview and Ramsey County.
7. A tree protection, removal and replacement plan shall be submitted prior to issuance of a building permit (including the demolition permit). The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application for each parcel and implemented during the construction of the new residence.
9. A final site-grading and drainage plan shall be submitted and approved by the City Engineer prior to issuance of a building permit.
10. The wetland/wetland buffer shall be identified by signage. A 16.5-foot wetland buffer shall be established on both Parcel 1. A wetland buffer shall also be established on Parcel 2 ranging from in width from 10 feet to 16.5 feet..
11. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County.

Attachments

- 1) Subdivision Agreement
- 2) Development Agreement – Parcel 1
- 3) Development Agreement – Parcel 2
- 4) Review by City Engineer, Tom Wesolowski
- 5) Resolution 14-40
- 6) Site Aerial Photo
- 7) Submitted Statement and Plans
- 8) Response to Request for Comment
- 9) Planning Commission Minutes
 - a. May 27th
 - b. June 24th
- 10) Motion

DRAFT

**SUBDIVISION AGREEMENT
3339 VICTORIA STREET N.
MOSER HOMES, INC**

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and Moser Homes, Inc., their successors and assigns (hereinafter the “Developer”).

2.0 On October 7th, 2013 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the “subject property”)

Parcel 1. That part of the Southeast quarter of Section 35, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Beginning at a point 560 feet East of the West line and 260 feet South of the North line of said quarter section; thence North parallel with the West line of said quarter section 24 feet; thence Southeasterly at an included angle of 79 degrees 56 minutes with said East parallel line a distance of 135 feet more or less to the intersection with a line 260 feet South of and parallel with the said North line of the Southeast quartet of Section 35; thence West 133 feet, more or less, to place of beginning.

Together with

Parcel 2. The South 85 feet of the North 260 feet of the West 560 feet of the West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the West 335 feet thereof; also all that part of the following described property which lies Westerly of Victoria Street; The West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the South 2262 feet also except the North 260 feet also except the West 335 feet and also except that part of the Southeast quarter of Section 35, Township 30, Range 23, described as: Beginning at the intersection of the Westerly line of Victoria Street with a line 260 feet South of and parallel with the North line of said quarter section; thence Southwesterly along said Westerly line of Victoria Street 24 feet; thence Northwesterly at an included angle of 109 degrees 48 minutes with said Victoria Street and distance of 118 feet, more or less, to the intersection with said line 260 feet South of and parallel with the North line of said quarter section; thence East 128 feet, more or less, to place of beginning.

Which when subdivided will be legally described as:

3.0 Pursuant to City Ordinances, the Developer is required:

- A. To make certain improvements to the subject property.
- B. To provide the City with a form of surety, approved by the City’s Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer’s request for final approval.

- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the subject property.

4.0 The approval of the City's council was subject to the terms and conditions contained herein, and the following conditions as approved by the City Council on July 7, 2014:

- A. The minor subdivision shall be in accordance with the plans submitted.
- B. For Parcel 2, a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City endorses the deed to create Parcel B. The fee will be 4% of the fair market value of the property.
- C. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
- D. The applicant shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on each parcel.
- E. Municipal water and sanitary sewer service shall be provided to both parcels. The cost of connection and SAC fees, together with permit charges, will be due with the building permit.
- F. Driveways and all other work within the Victoria Street right-of-way are subject to the permitting authority of the City of Shoreview and Ramsey County.
- G. A tree protection, removal and replacement plan shall be submitted prior to issuance of a building permit (including the demolition permit). The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
- H. An erosion control plan shall be submitted with the building permit application for each parcel and implemented during the construction of the new residence.
- I. A final site-grading and drainage plan shall be submitted and approved by the City Engineer prior to issuance of a building permit.
- J. The wetland/wetland buffer shall be identified by signage. A 16.5-foot wetland buffer shall be established on both Parcel 1. A wetland buffer shall also be established on Parcel 2 ranging from in width from 10 feet to 16.5 feet.
- K. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

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

A. Conditions Precedent. Prior to the City's endorsement of the Deed of Conveyance which will effectuate the subdivision of the Subject Property into Parcel 1 and 2, the Developer shall:

1. Pay Public Use Dedication Fee. The Developer agrees to pay a public recreation use dedication fee in the form of a Cash Equivalent Payment based on the fair market value of Parcel 2 as \$60,000 which was determined by using the acquisition cost of \$120,000 for the entire parcel then dividing by 2. Except as hereinafter provided, the cash equivalency payment shall be due and payable on or before the execution of a development agreement or endorsement of the deeds by the City. The Cash Equivalency Payment required on a residential use depends upon the density of dwelling units per acre on the proposed development or subdivision. The proposed development has a density of 0 to 2 units per acre, therefore, **the Cash Equivalency Payment shall equal 4% of the fair market value.** Credit will be given for the existing dwelling on the subject property.
2. Public Easements. Drainage and Utility easements, including a conveyance over the delineated wetland areas, shall be conveyed to the City as required by the Public Works Director as required by the Municipal Code.
3. Sanitary Sewer and Water Fees – Water and sewer service stubs are available to the property. An additional service setup will be needed to serve the additional parcels. Connection fees will be applied to serve the additional home as stated in the Development Agreement.
4. Sewer Availability Charge (SAC). The property has one SAC credit available from the previous single-family home that was demolished. This credit shall be applied to Parcel 1. For Parcel 2, a fee for the SAC unit will be charged.
5. Maintenance of Private Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.
6. Shared Private Driveway. Private easements shall be established for the two shared driveways and shall include provisions for future repair and maintenance. The easement documents are subject to approval by the City prior to the City endorsing the plat for recording with Ramsey County.
7. Private Utilities. Private easements shall be established for the private utilities that are located across property lines, and shall include provisions for future repair and maintenance. The easement documents are subject to approval by the City prior to the City endorsing the plat for recording with Ramsey County.
8. Driveway Access. Victoria Street North is under the jurisdiction of Ramsey County. Work within this right-of-way required to remove the existing driveway

access and construct a new driveway access requires a permit from Ramsey County. A driveway permit is also required by the City.

9. Wetland Buffer. A wetland buffer as identified Certificate of Survey dated May 1, 2014 on the shall be established along the boundary of the delineated wetland. Any disturbed areas within the buffer shall be restored with native plantings approved by the City. The boundary of this buffer shall be identified with signage.

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

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

7.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

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

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

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

Approved by the City Council of Shoreview, Minnesota, this **7th Day of July, 2014**

DEVELOPER

CITY OF SHOREVIEW

Robert J. Moser

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

DRAFT

DEVELOPMENT AGREEMENT

PARCEL 1 - 3339 N. VICTORIA STREET

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and Moser Homes, Inc. and its successors and assigns (hereinafter the “Developer”).

2.0 On July 7, 2014 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the “subject property”)

Parcel 1. That part of the Southeast quarter of Section 35, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Beginning at a point 560 feet East of the West line and 260 feet South of the North line of said quarter section; thence North parallel with the West line of said quarter section 24 feet; thence Southeasterly at an included angle of 79 degrees 56 minutes with said East parallel line a distance of 135 feet more or less to the intersection with a line 260 feet South of and parallel with the said North line of the Southeast quartet of Section 35; thence West 133 feet, more or less, to place of beginning.

Together with

Parcel 2. The South 85 feet of the North 260 feet of the West 560 feet of the West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the West 335 feet thereof; also all that part of the following described property which lies Westerly of Victoria Street; The West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the South 2262 feet also except the North 260 feet also except the West 335 feet and also except that part of the Southeast quarter of Section 35, Township 30, Range 23, described as: Beginning at the intersection of the Westerly line of Victoria Street with a line 260 feet South of and parallel with the North line of said quarter section; thence Southwesterly along said Westerly line of Victoria Street 24 feet; thence Northwesterly at an included angle of 109 degrees 48 minutes with said Victoria Street and distance of 118 feet, more or less, to the intersection with said line 260 feet South of and parallel with the North line of said quarter section; thence East 128 feet, more or less, to place of beginning.

(commonly known as 3339 Victoria Street N.)

Which when subdivided, Parcel 1 will be legally described as:

3.0 Pursuant to City Ordinances, the Developer is required:

A. To make certain improvements to the Subject Property.

Development Agreement
Moser Homes, Inc.
Parcel 1 - 3339 Victoria Street N.

- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer's request for final approval.
- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the Subject Property.

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

A. Conditions Precedent. Prior to the City's issuance of a building permit on Parcel 1, the Developer shall:

- 1. Grading, Drainage and Erosion Control Plan. The Developer shall prepare a grading, drainage erosion control plan for any site work that disturbs soil on the Subject Property, including, but not limited to, utility work, construction of a new house or installation of a new driveway. No site grading shall occur prior the Developer obtaining a Grading or Building Permit approved and issued by the City and prior to the installation of approved erosion control measures. The natural drainage pattern shall be retained.

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

- 2. Installation and Maintenance of Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

A. Sanitary Sewer Service and Municipal Water Service (Public Utilities).
Public Utilities are available in the Victoria Street North right-of-way.

- 3. Tree Preservation. Trees shall be preserved as possible, including those in the right of way. Protective tree fencing shall be installed in accordance with the City's Vegetation and Woodlands Ordinance. A wood chip berm, a minimum of 2 feet wide and 18 inches deep, shall be installed inside of the tree protection fence. The tree protection fence and wood chip berm shall be maintained during the

period of site work. Minor revisions to the plan may be permitted with approval by the City Planner.

4. Tree Replacement. The Developer, his assigns, or successors in interest, shall submit a tree removal and replacement plan with any building permit application for the Subject Property. The plan shall show the location of Landmark Trees, as defined in the Municipal Code, within **30 feet of the limits** of construction and the construction access drive and identify any Landmark Trees that will be removed. The plan shall show the proposed replacement trees and their locations. Replacement trees are required at a ratio of one (1) replacement tree for each Landmark Tree removed. A surety will be required for the replacement trees prior to the issuance of a building permit.
5. Driveway Access/Work in the Victoria Street Right-of-Way. Victoria Street is under the jurisdiction of Ramsey County. Work in the right-of-way requires a permit from Ramsey County. A permit is also required from the City for the driveway.
6. Sewer Availability Charge (SAC). The property has one SAC credit available from the previous single-family home that was demolished. This credit shall be applied to Parcel 1.
7. Wetland Buffer. A wetland buffer with a minimum width of 16.5' as identified Certificate of Survey dated May 1, 2014 on the shall be established along the boundary of the delineated wetland. Any disturbed areas within the buffer shall be restored with native plantings approved by the City. The boundary of this buffer shall be identified with signage.
8. Construction Management. The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
 - A. Definition of Construction Area. The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director.
 - B. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking is permitted on Victoria Street North. No fill, excavated material or construction materials shall be stored in any public right-of-way.
 - C. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on any weekend or holiday.

D. Site Maintenance. The Developer shall ensure that the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City.

5.0 Other Costs. In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.

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

7.0 Financial Surety Escrows. The Developer is required to submit financial surety escrows as identified in this agreement. The developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of this agreement. THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON TRACT B PRIOR TO RECEIPT OF THESE SURETY DEPOSITS.

A. The developer shall not receive interest on the amount of the surety.

B. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Agreement for Grading, Drainage and Erosion Control and to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, as determined by the Engineering Department. The surety may also be utilized for clean-up or restoration of areas off of the construction site that are directly or indirectly impacted by conditions on the site.

C. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 24 hours. In the event the remedy is not satisfactorily in place within that time period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.

Development Agreement
Moser Homes, Inc.
Parcel 1 - 3339 Victoria Street N.

- D. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied.
- E. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
- F. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

8.0 Other Agency Approvals. It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction, including any approvals necessary from the Rice Creek Watershed District.

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

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

10.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
- D. Exercise any other remedies, which may be available to it, including an action for damages.

Development Agreement
Moser Homes, Inc.
Parcel 1 - 3339 Victoria Street N.

- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

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

Approved by the City Council of Shoreview, Minnesota, this 7th day of **July, 2014**.

DEVELOPER

Robert J. Moser, Moser Homes, Inc.

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

DRAFT

**DEVELOPMENT AGREEMENT
MOSER HOMES, INC.
PARCEL 2 - 3339 N. VICTORIA STREET**

1.0 THIS AGREEMENT is made and entered into by and between the City of Shoreview, a municipal corporation and political subdivision of the State of Minnesota (hereinafter the “City”) and Moser Homes, Inc. and its successors and assigns (hereinafter the “Developer”).

2.0 On July 7, 2014 the City gave approval to subdivide certain property located within the City and described as follows (hereinafter the “subject property”)

Parcel 1. That part of the Southeast quarter of Section 35, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Beginning at a point 560 feet East of the West line and 260 feet South of the North line of said quarter section; thence North parallel with the West line of said quarter section 24 feet; thence Southeasterly at an included angle of 79 degrees 56 minutes with said East parallel line a distance of 135 feet more or less to the intersection with a line 260 feet South of and parallel with the said North line of the Southeast quartet of Section 35; thence West 133 feet, more or less, to place of beginning.

Together with

Parcel 2. The South 85 feet of the North 260 feet of the West 560 feet of the West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the West 335 feet thereof; also all that part of the following described property which lies Westerly of Victoria Street; The West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the South 2262 feet also except the North 260 feet also except the West 335 feet and also except that part of the Southeast quarter of Section 35, Township 30, Range 23, described as: Beginning at the intersection of the Westerly line of Victoria Street with a line 260 feet South of and parallel with the North line of said quarter section; thence Southwesterly along said Westerly line of Victoria Street 24 feet; thence Northwesterly at an included angle of 109 degrees 48 minutes with said Victoria Street and distance of 118 feet, more or less, to the intersection with said line 260 feet South of and parallel with the North line of said quarter section; thence East 128 feet, more or less, to place of beginning.

Which when subdivided, Parcel 2 will be legally described as:

3.0 Pursuant to City Ordinances, the Developer is required:

A. To make certain improvements to the Subject Property.

Development Agreement
Moser Homes, Inc.
Parcel 2 - 3339 Victoria Street N.

- B. To provide the City with a form of surety, approved by the City's Attorney, insuring completion of any required improvements which remain incomplete at the time of the Developer's request for final approval.
- C. To make a public land dedication to the City or, in lieu thereof at the discretion of the City Council, to make a cash equivalent payment prior to recording the deeds for the parcels.
- D. To follow certain procedures, as determined by the City, to control soil erosion during the development of the Subject Property.

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

A. Conditions Precedent. Prior to the City's issuance of a building permit on Parcel 2, the Developer shall:

1. Grading, Drainage and Erosion Control Plan. The Developer shall prepare a grading, drainage erosion control plan for any site work that disturbs soil on the Subject Property, including, but not limited to, utility work, construction of a new house or installation of a new driveway. No site grading shall occur prior the Developer obtaining a Grading or Building Permit approved and issued by the City and prior to the installation of approved erosion control measures. The natural drainage pattern shall be retained.

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

2. Installation and Maintenance of Sanitary Sewer and Water Services. Developer agrees that all sanitary sewer and water facilities, pipes or appurtenances installed on the Subject Property are private, and Developer, its successors and assigns, shall be solely responsible for the maintenance, repair and replacement of such sanitary sewer and water improvements.

A. Sanitary Sewer Service and Municipal Water Service (Public Utilities). Public Utilities are available in the Victoria Street North right-of-way. An escrow in the amount of \$2,000 shall be submitted prior to the issuance of a building permit for the work connecting to City sewer and water.

3. Tree Preservation. Trees shall be preserved as possible, including those in the right of way. Protective tree fencing shall be installed in accordance with the City's Vegetation and Woodlands Ordinance. A wood chip berm, a minimum of 2

feet wide and 18 inches deep, shall be installed inside of the tree protection fence. The tree protection fence and wood chip berm shall be maintained during the period of site work. Minor revisions to the plan may be permitted with approval by the City Planner.

4. Tree Replacement. The Developer, his assigns, or successors in interest, shall submit a tree removal and replacement plan with any building permit application for the Subject Property. The plan shall show the location of Landmark Trees, as defined in the Municipal Code, within **30 feet of the limits** of construction and the construction access drive and identify any Landmark Trees that will be removed. The plan shall show the proposed replacement trees and their locations. Replacement trees are required at a ratio of one (1) replacement tree for each Landmark Tree removed. A surety will be required for the replacement trees prior to the issuance of a building permit.
5. Driveway Access/Work in the Victoria Street Right-of-Way. Victoria Street is under the jurisdiction of Ramsey County. Work in the right-of-way requires a permit from Ramsey County. A permit is also required from the City for the driveway.
6. Sewer Availability Charge (SAC). The SAC charge shall be applied to Parcel 2 payable at the time a building permit is issued for the construction of a new home on this property.
7. Wetland Buffer. A wetland buffer ranging in width from 16.5 feet to 10 feet (building pad area) as identified Certificate of Survey dated May 1, 2014 on the shall be established along the boundary of the delineated wetland. Any disturbed areas within the buffer shall be restored with native plantings approved by the City. The boundary of this buffer shall be identified with signage.
8. Construction Management. The Developer and its contractors and subcontractors shall work to minimize impacts from construction on the surrounding neighborhood by:
 - A. Definition of Construction Area. The limits of the Project Area shall be defined with heavy-duty erosion control fencing of a design approved by the Public Works Director. Any grading, construction or other work outside this area requires approval by the Public Works Director.
 - B. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking is permitted on Victoria Street North. No fill, excavated material or construction materials shall be stored in any public right-of-way.

Development Agreement
Moser Homes, Inc.
Parcel 2 - 3339 Victoria Street N.

- C. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7:00 a.m. and 7:00 p.m. on weekdays and 8:00 a.m. and 6:00 p.m. on any weekend or holiday.
- D. Site Maintenance. The Developer shall ensure that the contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse and other materials from leaving the site. Construction debris and other refuse generated from the project shall be removed from the site in a timely fashion and/or upon the request by the City.

5.0 Other Costs. In addition to the other fees required by the City regulations for this agreement, the Developer agrees to reimburse the City for all costs, of whatever kind or nature, incurred by the City in reviewing or processing the Developer's application or administration of the installation of public infrastructure, including but not limited to costs incurred for legal or other consultants.

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

7.0 Financial Surety Escrows. The Developer is required to submit financial surety escrows as identified in this agreement. The developer agrees to reimburse the City at a rate of \$55.00 per hour for each hour or fraction thereof used by a City employee in the administration of the Escrow Agreement. The obligations imposed by this paragraph shall commence on the date of execution of this agreement. THE DEVELOPER UNDERSTANDS THAT THE CITY WILL NOT ISSUE A BUILDING PERMIT FOR CONSTRUCTION OF ANY NEW RESIDENCE ON TRACT B PRIOR TO RECEIPT OF THESE SURETY DEPOSITS.

- A. The developer shall not receive interest on the amount of the surety.
- B. The developer agrees that the surety may be utilized by the City to ensure compliance with the terms of the Development Agreement for Grading, Drainage and Erosion Control and to maintain all utility construction on the site, including the cleaning of road surfaces and storm sewer systems, as determined by the Engineering Department. The surety may also be utilized for clean-up or restoration of areas off of the construction site that are directly or indirectly impacted by conditions on the site.
- C. The developer agrees, upon written notification from the Public Works Director that proper erosion control methods are not being taken, to remedy the problem identified within 24 hours. In the event the remedy is not satisfactorily in place within that time

Development Agreement
Moser Homes, Inc.
Parcel 2 - 3339 Victoria Street N.

period, the Developer acknowledges that the City may utilize the surety to complete the necessary work.

- D. Any funds not so utilized by the City shall be returned to the Developer once the Public Works Director has determined that the need for erosion control has been satisfied.
- E. Any soils transported to this site or exposed on the site shall be seeded consistent with a plan approved by the Public Works Director.
- F. This agreement shall not supersede any specifications required by the Public Works Director on the approved grading plan.

8.0 Other Agency Approvals. It is the Developer's responsibility to apply for and to acquire all other required agency permits prior to commencing construction, including any approvals necessary from the Rice Creek Watershed District.

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

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

10.0 Remedies. Upon the occurrence of an Event of Default, the City, in addition to any other remedy which may be available to it shall be permitted to do the following:

- A. The City may make advances or take other steps to cure the default, and where necessary, enter the subject property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the dates of such advances or expenses at the rate of 10% per annum. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default to the extent that it is not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or exercise of this right, to perform any such act or cure any such default.
- B. The Developer shall save, indemnify, and hold harmless, including reasonable attorneys fees, the City from any liability or other damages, which may be incurred as a result of the exercise of the City's rights pursuant to this section.
- C. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.

Development Agreement
Moser Homes, Inc.
Parcel 2 - 3339 Victoria Street N.

- D. Exercise any other remedies, which may be available to it, including an action for damages.
- E. Withhold the issuance of a building permit and/or prohibit the occupancy of any building(s) for which permits have been issued.
- F. In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an Event of Default, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, incurred by the City as a result of the Event of Default, whether or not a lawsuit or other action is formally commenced or taken.

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

Approved by the City Council of Shoreview, Minnesota, this 7th day of **July, 2014**.

DEVELOPER

Robert J. Moser, Moser Homes, Inc.

CITY OF SHOREVIEW

Sandra C. Martin, Mayor

Terry Schwerm, City Manager

MEMORANDUM

To: Kathleen Castle - City Planner
From: Tom Wesolowski - City Engineer
Date: June 19, 2014
Subject: Minor Subdivision – 3339 Victoria Street

1. The parcel is located within the Grass Lake Watershed, which is under the jurisdiction of the Ramsey-Washington Metro Watershed District. The development of the lots does not require a permit from Ramsey-Washington.
2. The developer is proposing a 10-foot buffer along the delineated wetland. The wetland does receive untreated stormwater from the City's stormwater collection system and is classified as a nutrient/sediment trap in the City's Surface Water Management Plan. The wetland is used to treat water before it is discharged downstream. Given the classification of the wetland the proposed buffer is adequate.
4. Any areas disturbed within the buffer should be restored with native plantings.
5. Wetland buffer signs should be posted along the buffer area, so future homeowners are made aware of the buffer area.
6. The proposed grading plan would direct the majority of the runoff from the lots overland through the buffer to the wetland. This follows the historic drainage pattern of the site.

**EXTRACT OF MINUTES OF MEETING OF THE
PLANNING COMMISSION OF SHOREVIEW, MINNESOTA
HELD JUNE 24, 2014**

* * * * *

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

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

And the following members were absent: Peterson

Member Ferrington introduced the following resolution and moved its adoption.

**RESOLUTION NO. 14-40 APPROVING A VARIANCE TO INCREASE THE
MAXIMUM STRUCTURE SETBACK PERMITTED FROM A FRONT PROPERTY
LINE**

WHEREAS, Moser Homes, Inc. submitted a variance application for the following described property:

That part of the Southeast quarter of Section 35, Township 30, Range 23, Ramsey County, Minnesota, described as follows: Beginning at a point 560 feet East of the West line and 260 feet South of the North line of said quarter section; thence North parallel with the West line of said quarter section 24 feet; thence Southeasterly at an included angle of 79 degrees 56 minutes with said East parallel line a distance of 135 feet more or less to the intersection with a line 260 feet South of and parallel with the said North line

of the Southeast quarter of Section 35; thence West 133 feet, more or less, to place of beginning.

TOGETHER WITH

The South 85 feet of the North 260 feet of the West 560 feet of the West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the West 335 feet thereof; also all that part of the following described property which lies Westerly of Victoria Street; The West 1/2 of the Southeast quarter of Section 35, Township 30, Range 23, except the South 2262 feet also except the North 260 feet also except the West 335 feet and also except that part of the Southeast quarter of Section 35, Township 30, Range 23, described as: Beginning at the intersection of the Westerly line of Victoria Street with a line 260 feet South of and parallel with the North line of said quarter section; thence Southwesterly along said Westerly line of Victoria Street 24 feet; thence Northwesterly at an included angle of 109 degrees 48 minutes with said Victoria Street and distance of 118 feet, more or less, to the intersection with said line 260 feet South of and parallel with the North line of said quarter section; thence East 128 feet, more or less, to place of beginning.

(commonly known as 3339 Victoria Street)

WHEREAS, the Development Regulations establish a maximum structure setback of 67.5 feet from the from the front lot line for the proposed parcels 1 and 2 as depicted on the survey date 6/11/14 on record in Planning Case File #2530-14-20; and

WHEREAS, the applicant has requested a variance to increase the structure setback from a front property line to a maximum of 255.4' for Parcel 1 and 272.1' for Parcel 2; and

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

WHEREAS, on June 24, 2014 the Shoreview Planning Commission made the following findings of fact:

1. The proposed improvement is consistent with the policies of the Comprehensive Plan, including the Land Use and Housing Chapters.
2. *Reasonable Manner.* The subdivision of this large property into two parcels for single-family residential development is reasonable as each parcel complies with the minimum standards for the R1 zoning district. The placement of the proposed homes beyond the maximum structure setback permitted is the most practical location due to the configuration, depth and character of the property.
3. *Unique Circumstances.* Unique circumstances are present. The property has an odd lot configuration being narrower at the front property line, with a total lot width of 91.18 feet along Victoria Street, then increasing to 185.79 feet at the rear property line. The proposed subdivision creates lots that comply with the minimum standards, but due to the odd lot configuration, the buildable area of the property is located towards the rear of the

property. This location is also the most practical and takes advantage of the natural features of the property.

4. *Character of Neighborhood.* If granted, the variances will not alter the essential character of the neighborhood. This neighborhood has no defined development pattern as some parcels are smaller with smaller lot depths while some are larger with deeper lot depths, some of which extend into Lake Judy. There has been some subdivision activity on the east side of Victoria Street with larger parcels being divided into two. While most structures exceed the minimum structure setback from the front property line, some are aligned towards Victoria Street, while others are defined by Lake Judy or other natural features. As such, there does not appear to be a uniform setback of structures in this area.

NOW, THEREFORE, BE IT RESOLVED BY THE SHOREVIEW PLANNING COMMISSION, that the variance request for property described above, 3339 Victoria Street, be approved, subject to the following conditions:

1. The project shall be constructed in accordance with the submitted plans. Any significant change to the plan, as determined by the City Planner, shall require review and approval of the Planning Commission.
2. This approval will expire after one year if the minor subdivision has not been recorded.
3. The project is subject to the terms of the Development Agreement for the property. The Development Agreement includes provisions for tree replacement and protection
4. The approval is subject to a 5-day appeal period.

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

And the following voted against the same: None

Adopted this 24th day of June, 2014

Steve Solomonson, Chair
Shoreview Planning Commission

ATTEST:

Kathleen Castle, City Planner

ACCEPTANCE OF CONDITIONS:

Robert Moser
Moser Homes, Inc.



3339 Victoria Street - Location Map



416.7

208.33

416.7 Feet



NAD_1983_HARN_Adj_MIN_Ramsey_Feet
© Ramsey County Enterprise GIS

1:2,500



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



Property address: 3339 Victoria Street, Shoreview, MN
Narrative For Minor Subdivision and Variance Applications
May 2, 2014

A variance is being requested for the property at 3339 Victoria Street to allow for a front yard setback greater than that dictated by City code. The attached survey shows two proposed parcels which meet or exceed City zoning standards for a single family residential lot. Due to the unique configuration of the property, the most practical location for homes on these lots is at a distance from Victoria Street greater than 10 feet from the average setback line of the two adjacent dwellings.

The attached copy of the Google Maps aerial perspective shows that variable front yard setbacks in this vicinity are predominant. As a result, if this variance is approved, the locations of the proposed homes will not alter the essential character of the neighborhood. It is important to note that the proposed use of the property will be compliant with all other city zoning standards and with the policies of the City's comprehensive plan.

Concept plans for homes proposed to be built on these lots are included with this application for your review. It is speculated that a foundation area for new homes on these lots will range between 2200 to 2800 square feet for the house and garage.

In summary, this variance is being requested as a result of a practical difficulty posed by a unique configuration of the property. We propose to construct homes consistent in nature to those in the neighborhood so that the character of the area will not be altered. If this variance is permitted, we will be able to use the property for its highest and best use and in a reasonable manner not currently permitted by Shoreview development regulations.

I appreciate your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Moser', written in a cursive style.

Bob Moser

SKETCH PLAN

~for~ MOSER HOMES, INC.
 ~of~ 3339 VICTORIA STREET
 SHOREVIEW, MN

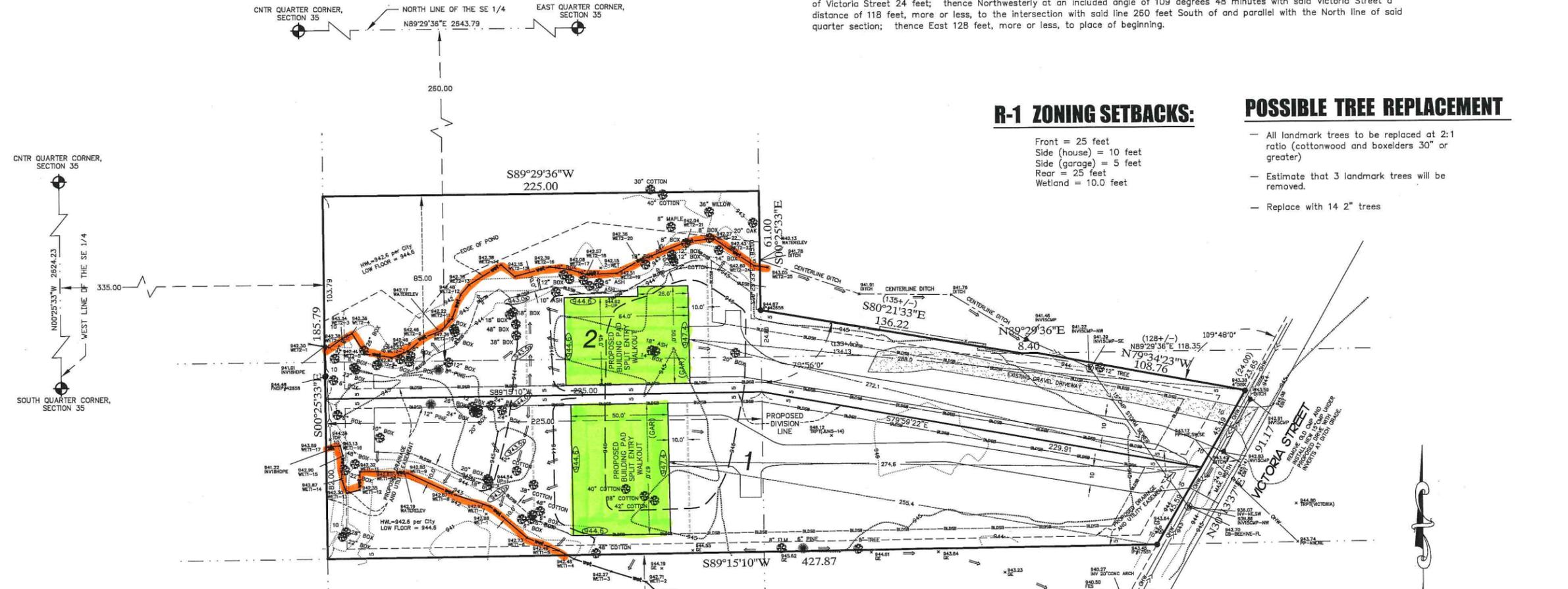
LEGAL DESCRIPTION PROVIDED BY CLIENT

(Quit Claim Deed, Doc. No. 3261484)

That part of the SE quarter of Section 35, Township 30, Range 23, Ramsey Co., Minnesota, described as follows: Beginning at a point 560 feet East of the West line and 260 feet South of the North line of said quarter section; thence North parallel with the West line of said quarter section 24 feet; thence Southeast at an included angle of 79 degrees 56 minutes with said East parallel line a distance of 135 feet more or less to the intersection with a line 260 feet South of and parallel with the said North line of the South East quarter of section 35; thence West 133 feet, more or less, to place of beginning.

TOGETHER WITH

The South 85 feet of the North 260 feet of the West 560 feet of the West half of the Southeast quarter of section 35, Township 30, Range 23, except the West 335 feet thereof; also all that part of the following described property which lies Westerly of Victoria Street: The West half of the Southeast quarter of section 35, Township 30, Range 23, except the South 2262 feet also except the North 260 feet also except the West 335 feet and also except that part of the Southeast quarter of section 35, Township 30, Range 23, described as: Beginning at the intersection of the Westerly line of Victoria street with a line 260 feet South of and parallel with the North line of said quarter section; thence Southwesterly along said Westerly line of Victoria Street 24 feet; thence Northwesterly at an included angle of 109 degrees 48 minutes with said Victoria Street a distance of 118 feet, more or less, to the intersection with said line 260 feet South of and parallel with the North line of said quarter section; thence East 128 feet, more or less, to place of beginning.



R-1 ZONING SETBACKS:

- Front = 25 feet
- Side (house) = 10 feet
- Side (garage) = 5 feet
- Rear = 25 feet
- Wetland = 10.0 feet

POSSIBLE TREE REPLACEMENT

- All landmark trees to be replaced at 2:1 ratio (cottonwood and boxelders 30" or greater)
- Estimate that 3 landmark trees will be removed.
- Replace with 14 2" trees

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.

Daniel W. Obermiller
 DANIEL W. OBERMILLER

Date: 6/11/2014 License No. 25341

DEVELOPMENT DATA:

Overall parcel area = 65,154 sq. ft. (1.50 acres)

Proposed Lot 1 = 31,685 sq. ft. (0.73 acres)
 Proposed Lot 2 = 33,469 sq. ft. (0.77 acres)

Proposed density = 1.33 lots/acre

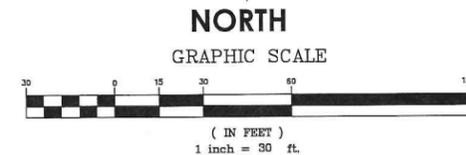
□ DENOTES PROPOSED BUILDABLE PAD AREA,

945 — Denotes proposed contour

BUILDING PAD
WETLAND BOUNDARY

NOTES:

- Boundary and topographic information per CAD file from SEH. Plans dated 8/22/13.
- Field work has been done by E.G. Rud and Sons, Inc. on 6/5/2014. Boundary tied into County Coords, some corners found, BM established, wetland flags located, drainage ditches and storm sewer located.



NO.	DATE	DESCRIPTION	BY
DRAWN BY: BAB JOB NO: 1418BMS DATE: 4/24/14			
CHECK BY: DWO SCANNED <input type="checkbox"/>			
1	4/30/14	CITY COMMENTS	BAB
2	5/1/14	BUILDING PADS	BAB
3	6/6/14	ADD WL, FIELD SHOTS BY RUDS	DWO
4	6/9/14	REVISE BLDG PADS	DWO
5	6/11/14	REVISE WETLAND SETBACK	DWO

S:\rud\CAD\14pro\14189\14189MS.dwg 6/11/2014 9:45:39 AM CDT

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



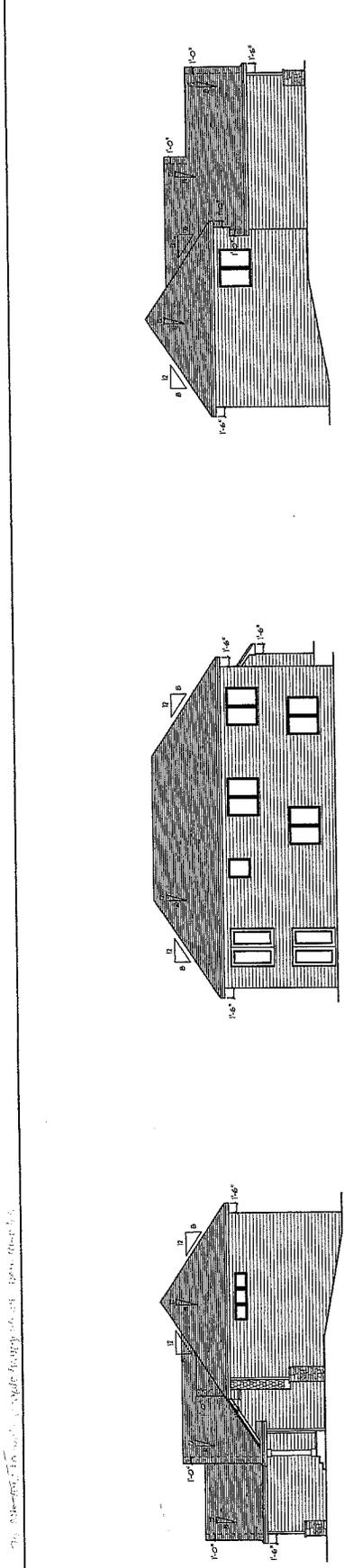
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MARATHON HOMES
 THREE BEDROOM SPLIT-LEVEL
 PLAN "B" SILVER

DATE:	9 - 04
DRAWN BY:	J. SAYELA
CHECKED BY:	
REV. BY:	
DATE:	

ROYAL OAKS
 DESIGN
 13750 CHERRY HILL, B. WEST SUITE 1200 SHREVEPORT, LA 70578
 (504) 631-1011 WWW.ROYALOAKSDESIGN.COM

PROJECT NO: 04049
 SHEET NO: 1 OF 4



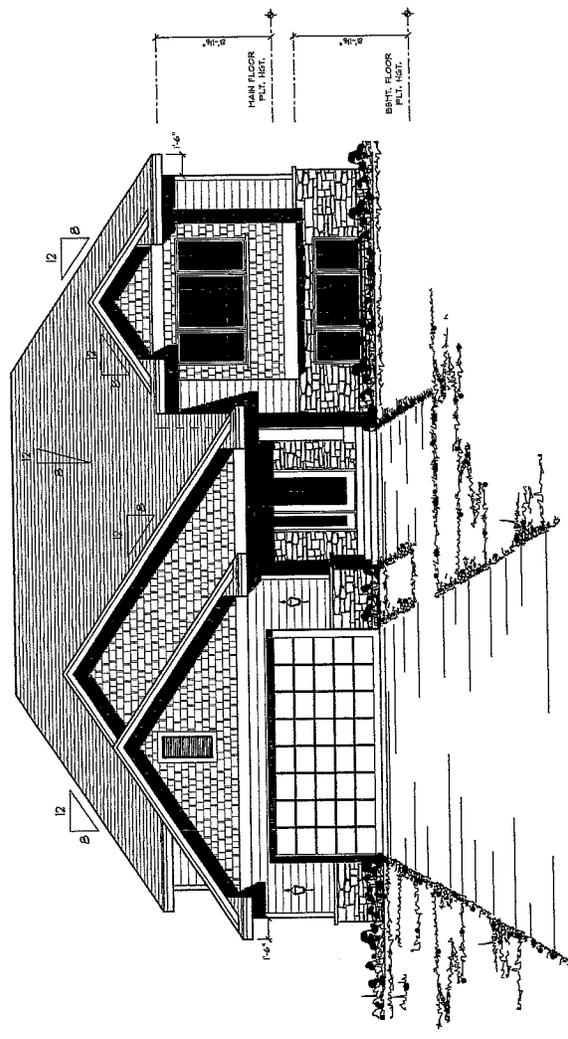
LEFT ELEVATION
 SCALE: 1/8" = 1'-0"

REAR ELEVATION
 SCALE: 1/8" = 1'-0"

RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

MAIN FLOOR AREA: 1445 SQ. FT.
 FUTURE LOWER LEVEL: 1008 SQ. FT.
 TOTAL FINISHED AREA: 1445 SQ. FT.

FRONT ELEVATION
 SCALE: 1/4" = 1'-0"



ROYAL OAKS

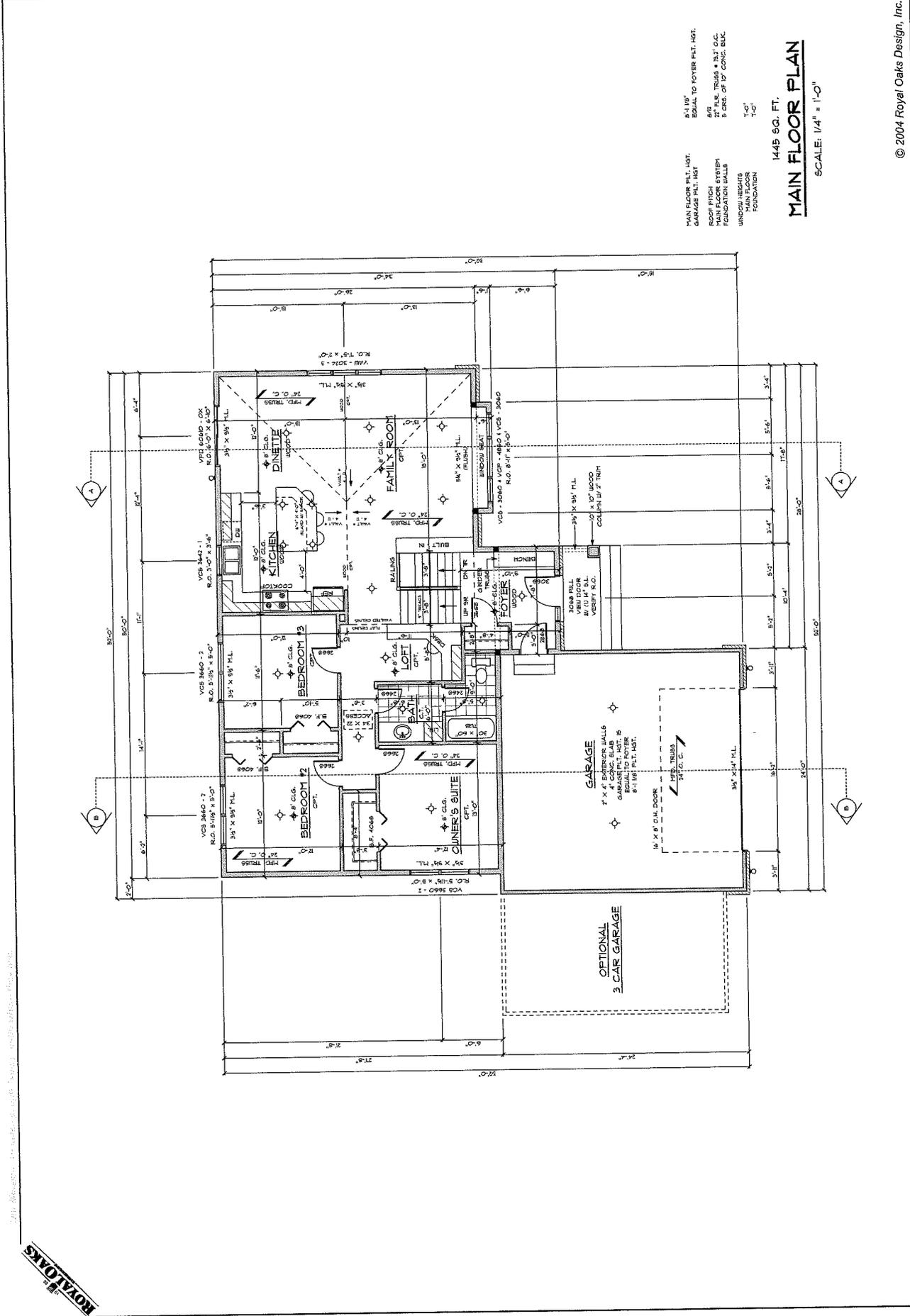
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MARATHON HOMES
THREE BEDROOM SPLIT-LEVEL
PLAN "B" SILVER

DATE:	8-9-04
DRAWN BY:	J. SAAY/ELA
CHECKED BY:	
REV BY:	
DATE:	

ROYAL OAKS
DESIGN, INC.
1988 County Rd. E West Salem, OH 44170
Phone: 330.933.1234
Fax: 330.933.1235
www.royal-oaks-design.com

PROJECT NO: 04049
SHEET NO: 3 OF 4



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DESIGN, INC.

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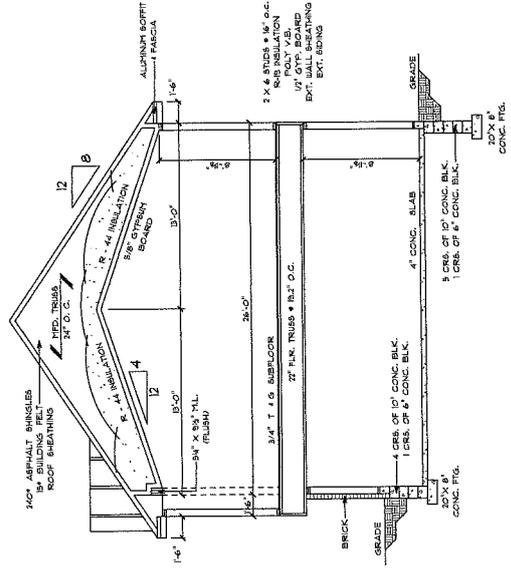
19
ROYAL OAKS
 1808 County Rd. E. Wm. Shaub 320 Silverdale, WA 98138
 FAX: 509.785.8577 WWW.ROYALOAKSDESIGN.COM

PROJECT NO: **04049**
 SHEET NO: **4 OF 4**

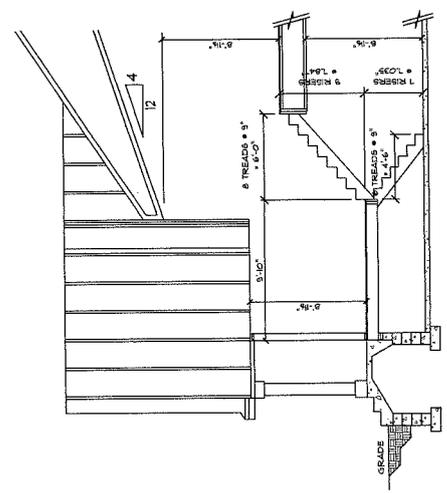
DATE: **8-9-04**
 DRAWN BY: **J. SAYVELLA**
 CHECKED BY:
 REV BY: DATE:

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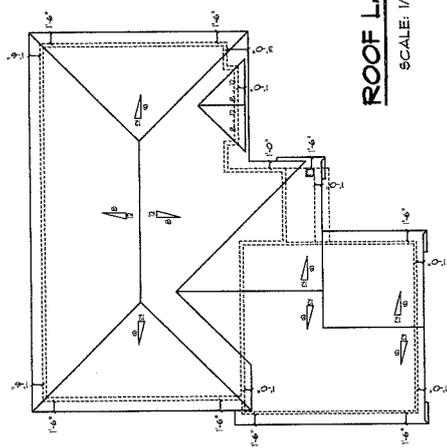
ROYAL OAKS



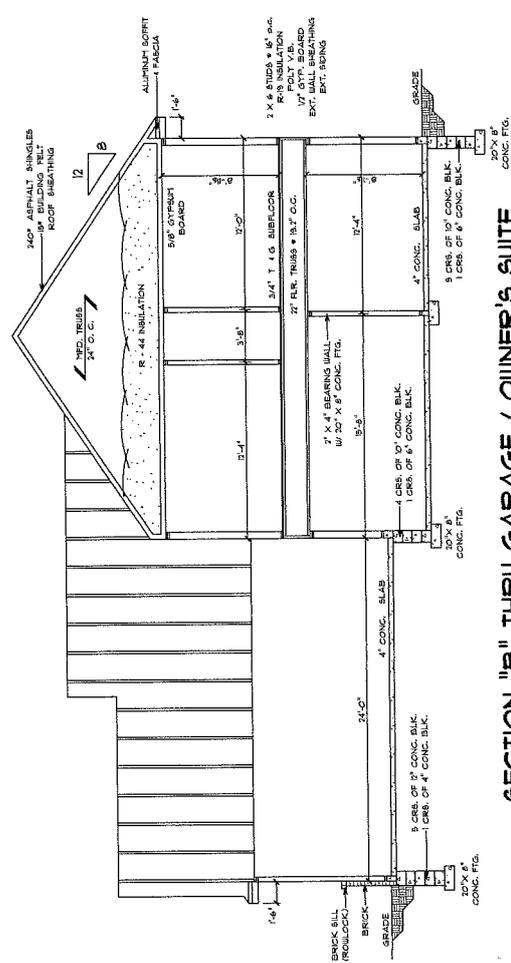
SECTION "A" THRU FAMILY ROOM / DINETTE
 SCALE: 1/4" = 1'-0"



STAIR SECTION
 SCALE: 1/4" = 1'-0"



ROOF LAYOUT
 SCALE: 1/8" = 1'-0"



SECTION "B" THRU GARAGE / OWNER'S SUITE
 SCALE: 1/4" = 1'-0"



Kathleen Castle <kcastle@shoreviewmn.gov>

2530-14-14 3339 Victoria Street/neighborhood request for comment

1 message

Michael Murtaugh <murta001@umn.edu>

Mon, May 19, 2014 at 11:12 PM

To: kcastle@shoreviewmn.gov

Cc: Connie Murtaugh <conniemurtaugh@comcast.net>

Dear Ms. Castle,

My wife and I live at 3307 Victoria Stree N. We are concerned about the variance request by Moser Homes. There is a significant wetland immediately south of the property that is not visible on aerial maps provided to us. The wetland should be viewed now to see how extensive it is and the extend of the standing body of water, which appears to extend into the 3339 Victoria Street property, near or abutting the proposed site of house construction. We are concerned that destruction or disruption of the wetland may be unavoidable during construction. Our neighbors at 3325 Victoria Street, which abuts the 3339 property, can attest to the natural flooding of this area which occurs every spring and persists into the summer.

We appreciate your consideration of our request and our desire to preserve the natural beauty of Shoreview.

Sincerely yours,
Michael Murtaugh

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



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

May 14, 2014

REQUEST FOR COMMENT

Dear Shoreview Property Owner:

Please be advised that on **Tuesday, May 27th at 7:00 p.m.**, the Shoreview Planning Commission will review Minor Subdivision and Variance applications for **3339 Victoria Street** submitted by **Moser Homes, Inc.** The applicant proposes to subdivide the property into two parcels to be used for the future construction of a new single family residence on each lot. A variance has been requested to increase the maximum 67.5-foot front yard setback to 290- and 300- feet for the new lots. The proposed lots conform to other requirements of the Municipal Code. Please see the attached plans.

You are encouraged to fill out the bottom portion of this form and return it if you have any comments or concerns. Comments received by **May 22nd** will be distributed to the Planning Commission with the Planning Commission agenda packet. Comments received after that date but before the meeting will be distributed to the Commission that night. You are also welcome to attend the meeting. The meeting is held in the City Council Chambers at Shoreview City Hall, 4600 North Victoria Street.

If you would like more information or have any questions, please call me at 651-490-4682 between 8:00 a.m. and 4:30 p.m., Monday through Friday. You may leave a voice mail message at any time. I can also be reached via e-mail at kcastle@shoreviewmn.gov.

Sincerely,

Kathleen Castle
City Planner

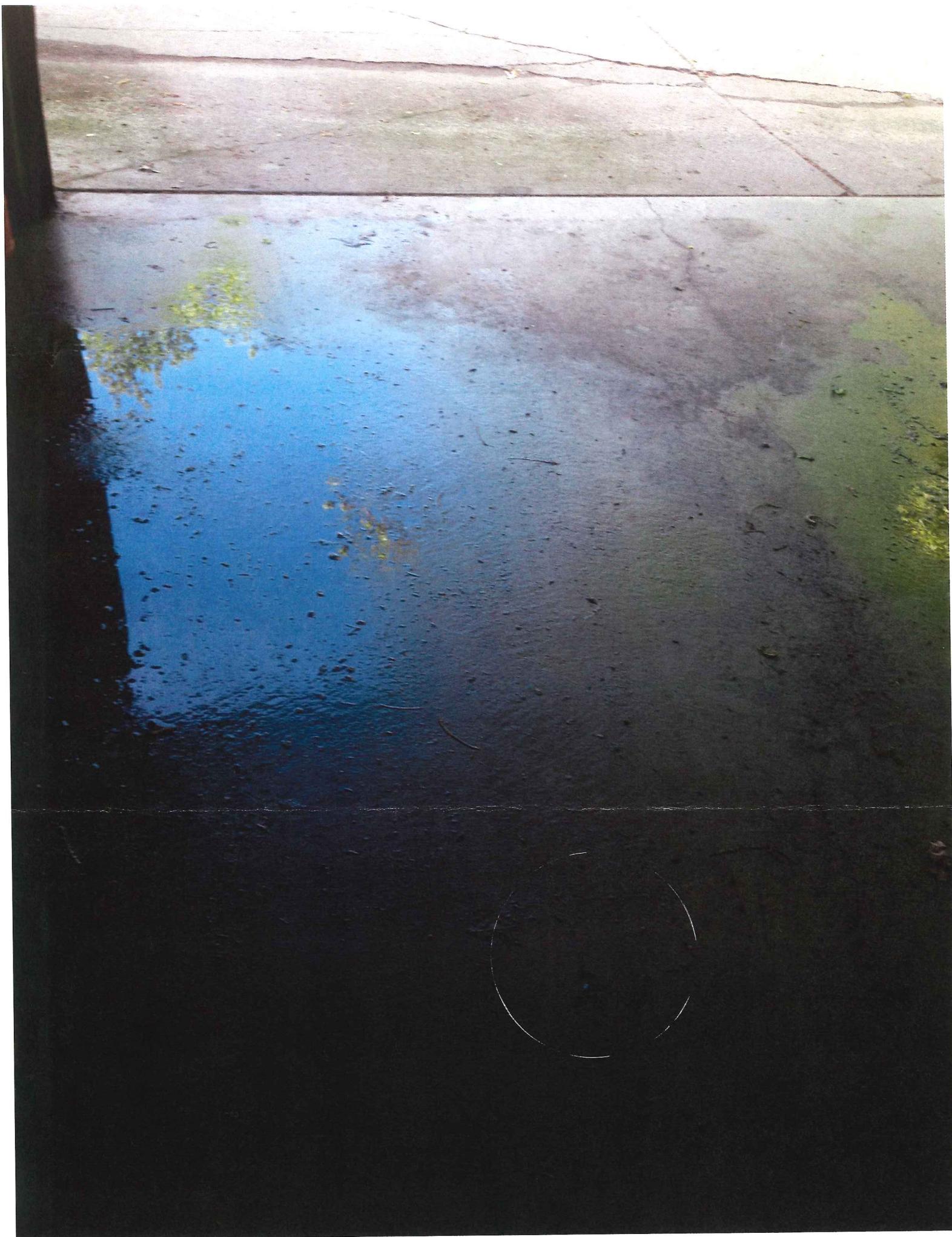
Comments:

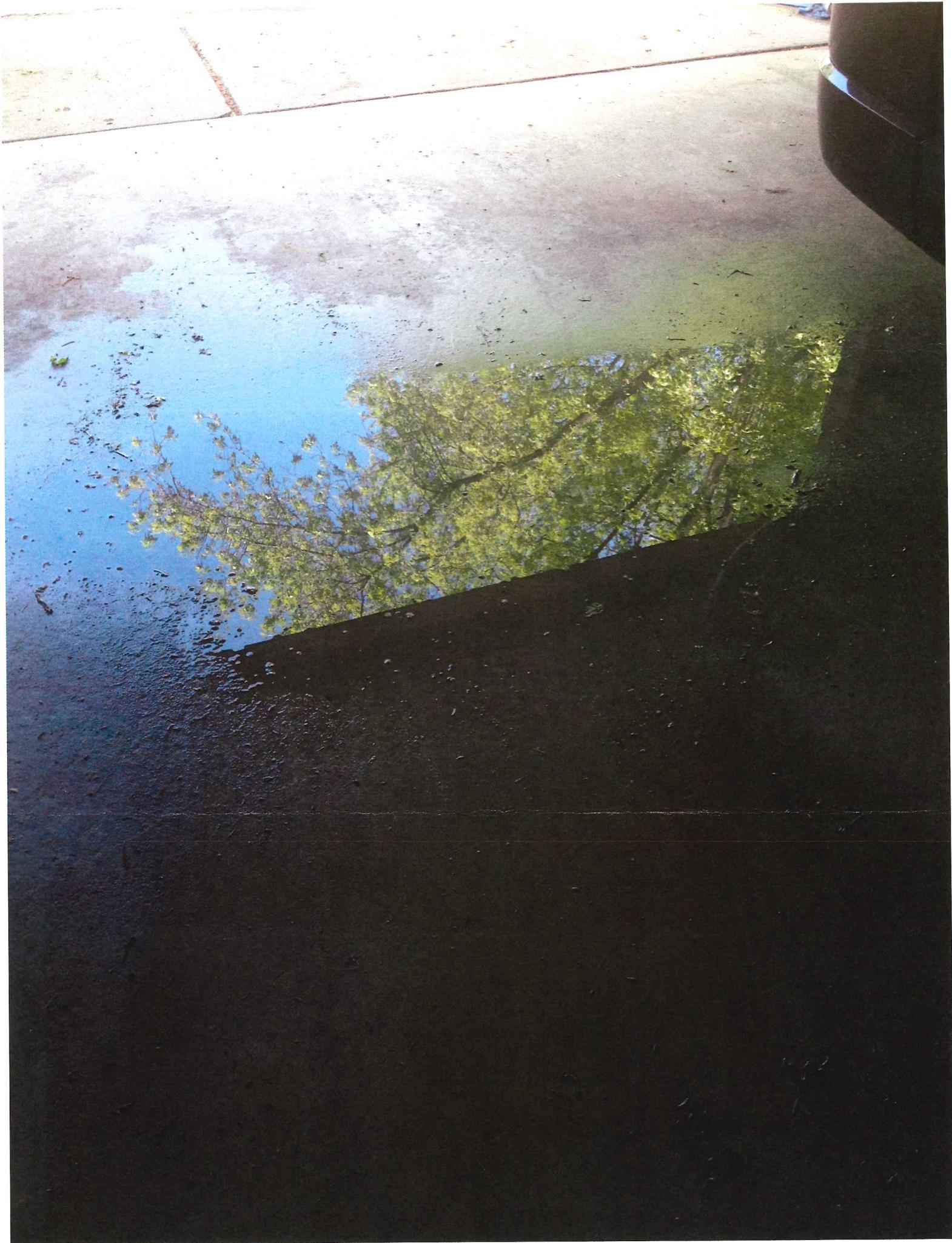
I have included two pictures of my garage floor. It is 25 feet from the same wetland and protected by a 5 foot retaining wall. The water levels have changed greatly since the street and storm drainage was completed on Vivian. This was taken on 5/6/2014 and my garage is three feet above the grade of proposed homes.

Name: Scott Feero
Address: 384D Vivian Ave

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I would recommend a new wetland study.





City,

Kathleen Castle
City Planner

Re: 3339 Victoria

Comments:

This property should have been put on the open market and should be restricted to one house on one lot to fit with the neighborhood: single homes on large lots. Why must the density of housing be increased? The neighbors here went through so much for so low (25+ years) with this property due to the city dropping the ball with code enforce-
ment back when the problems started. Why not just one nice, big, beautiful home on this lovely lot instead of 2 long driveways?

Name: Nancy + Ron Floid

Address: 3339 Victoria

T:\2014 Planning Case Files\2530-14-14 3339 Victoria Street/neighborhood Request for Comment.docx

Have you taken into consideration the water problems? Can't wait to see how people in walk-outs handle it! (over)-
Also - when will the damage to our lot be restored? The utility people left piles of dirt and the excavators pushed it into pine tree limbs that are still buried. More opens up each time it rains - needs leveling, sod, maybe fill.

Also - on the Ramsey Co. Website this lot is noted as .9 acre. On a document emailed by Ms. Castle 12/13, it is also noted as .9 acre. Where are you getting the additional .6 acre?



Request for Comment re: 3339 Victoria Street

Request for Comment re: 3339 Victoria Street

3 messages

Joe Heckel <jpheckel@comcast.net>
To: kcastle@shoreviewmn.gov

Thu, Jun 19, 2014 at 11:44 AM

----- Original Message -----

Subject: Request for Comment re: 3339 Victoria Street
From: Joe Heckel <jpheckel@comcast.net>
To: kcastle@shoreviewmn.com, Jeannie Heckel <jgheckel@msn.com>
CC:

Ms. Castle

My name is Joe Heckel. My wife and I live at 804 Arbogast. We're adjacent to the property at 3339 Victoria.

We're not pleased with the proposed development plan for this property. My concerns are listed below.

We do plan to attend the June 24 Planning Commission meeting.

First, I would like to know how this plan meets all three criteria for granting a variance. Specifically:

1. How does it not alter the character of the neighborhood?
2. What are the unique circumstances involved?
3. What practical difficulty is being addressed?

With regard to #1, I've heard city staff point out that there are small lots and homes with "low" value near this property. But I believe they are looking to the North to find these. Starting with 3339, the lots and homes to the South (on both sides of Victoria) are not small. These large lots contain unique homes of substantial value. Dividing the lot at 3339 expands the character of small lots into this area. A single lot and home would continue the character now present.

With regard to #2, the only unique circumstance seems to be the fact that the city is the owner and has invested too much into the property. If a private party had purchased the lot for what the city has invested in it, I doubt the Commission would consider that a circumstance qualifying for a waiver. It would seem the developer has required the city to bend its rules as a condition of the sale at the \$120,000 price. It seems the property could sell for at least this amount without being divided (e.g., 3351 Emmett St. which is much smaller than 3339 but is listed for \$179,000)

With regard to #3, a practical difficulty seems to be lacking. A single home could be built on this lot without need for any variance.

Additionally, the pair of long driveways (each over a football field in length) significantly increase the nonporous surface on this property. Neighbors have already commented that they have concerns regarding surface water control on 3339.

Moving the houses deep into the lot also requires the removal of numerous mature trees and locates the homes near the legal limit in relation to two existing wetlands. This seems to be unnecessary environmental damage not entirely mitigated by planting seedlings in any number or the legal minimum wetland setback. The neighborhood

6/19/2014

Shoreviewmn.gov Mail - Request for Comment re: 3339 Victoria Street

enjoys significant wildlife (several homes maintain woodduck houses, deer cruise the neighborhood, wild turkeys are seen, even owls nest in the trees on 3339) which would be reduced by the loss of mature trees, loss of open space and the maximum wetland crowding allowed by law.

Finally, the Northern lot in the development proposal (lot #2) only meets the minimum lot width by including the area of the wetland to the North. This is area that would be unusable to the resident, and would even be outside their fence if one is built. Lot #2 seems like a lot with a usable average width of less than 60'. Why would the city create such a lot?

Thank you for reviewing my comments.

Sent from my Verizon Wireless 4G LTE DROID

Kathleen Castle <kcastle@shoreviewmn.gov>

Thu, Jun 19, 2014 at 12:11 PM

To: Tom Simonson <tsimonson@shoreviewmn.gov>, Nicole Hill <NHill@shoreviewmn.gov>

Kathleen Castle
City Planner
City of Shoreview
651-490-4682
kcastle@shoreviewmn.gov

----- Forwarded message -----

From: **Joe Heckel** <jpheckel@comcast.net>

Date: Thu, Jun 19, 2014 at 11:44 AM

Subject: Request for Comment re: 3339 Victoria Street

[Quoted text hidden]

2530-14-20
Moser Homes, Inc.
3339 Victoria Street

Comments:

I was at the May meeting when this was tabled. On the agenda before this was a couple who wanted to build a larger garage than is allowed. The commission recommended they come back with a different plan, so that was also tabled. The commission basically told them they had too much stuff and should not build such a large building. There was also a concern about taking down landmark trees and how much the impervious surface area would be increased. It was also felt there was not a "practical difficulty" and they were told their variance would probably be denied if they didn't revise their plan.

It would be hypocritical to approve this variance if using the same parameters: what is the practical difficulty here? Other than economic, (the developer wants to build 2 homes to recover costs) the Shoreview website states "Economic considerations alone shall not constitute Practical Difficulties". Several landmark trees will be removed in an area that has become a habitat for owls, fox, deer, coyote, woodchucks, hawks. The previous owner didn't use this portion of the lot and wildlife flourished. How much will the impervious surface area increase with an additional several hundred feet of paved driveways? Neighbors already have water problems.

If for some reason this is approved, please require landscaping to minimize the ugliness of 2 long driveways. Right now, the property looks

Name: Nancy Barentzen & Ron Alolid

Address: 3325 N. Victoria

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terrible, almost as bad as when the previous owner was there. Back of lot has weeds several feet high, buckthorn growing along property line and brush needing removal

PLANNING COMMISSION MINUTES
MAY 27, 2014

Chair Solomonson stated that the lot is large and well screened. No one will see the structure. He supports the setback and believes the size of the structure is reasonable for the size of the lot. It will be almost hidden.

Commissioner Ferrington stated that there are ways to reduce the size so that it will be closer in compliance, such as eliminating the stairway.

Commissioner Peterson agreed with the concerns about size and expressed his concern about setting a precedent.

MOTION: by Commissioner Proud, seconded by Commissioner Ferrington to table this matter to the next regularly scheduled Planning Commission meeting, June 24, 2014.

The City Attorney stated that the Commission should hear from the applicants as to whether the matter should be tabled or voted upon. Mr. Peirson stated that they would favor tabling.

VOTE: Ayes - 7 Nays - 0

MINOR SUBDIVISION/VARIANCE

FILE NO: 2530-14-20
APPLICANT: MOSER HOMES, INC.
LOCATION: 3339 VICTORIA STREET NORTH

Presentation by City Planner Kathleen Castle

This application is to divide the property into two parcels for single-family development. A variance is requested to exceed the maximum 67.5 foot building setback permitted from the front property line. The front setback for parcel 1 would be 290.9 feet; and for parcel 2, 300.7 feet.

In order to resolve a long-standing property maintenance conditions, the Economic Development Authority (EDA) authorized City acquisition of the property for housing redevelopment. The EDA has accepted the proposal submitted by Moser Homes, Inc.

The property is zoned R1, Detached Residential and consists of 1.5 acres with a lot width of 91.17 feet on Victoria Street. It is a key lot, which means that the side lot line abuts the rear lot line of homes to the north. All structures have been removed. There is a wetland area in the northwest corner and a seasonal water basin in the southwest corner.

The proposal is to subdivide the property into two parcels, which do comply with the subdivision and lot standards for R1 zoning district. The minimum lot area is 10,000 square feet; both parcels exceed 30,000 square feet in size. The lot widths vary due to lot configuration from 49 feet to 102 feet for Parcel 1 and 49 feet to 103.7 feet for Parcel 2. The minimum lot depth is 125 feet; both parcels exceed 400 feet in lot depth.

PLANNING COMMISSION MINUTES
MAY 27, 2014

The proposal is for one access off Victoria Street, a county road. The drive would split off to serve each of the two lots. In the western portion of the site, there are landmark trees that would have to be replaced at a ratio of 2 to 1 for construction. The building pad on Parcel 1 does not encroach into the wetland but does not provide the required 16.5 foot setback. The building pad on Parcel 2 encroaches into the seasonal water basin. Both building pads will be shifted to the east.

The front setback is an average of the setbacks of the two adjoining homes at 67.5 feet plus or minus 10 feet. The proposed variance setbacks will be impacted by shifting the building pads to the east. It is expected that the setback variances will be reduced.

Property owners within 350 feet were notified of the application. Written and verbal comments were received. Concerns were expressed about site conditions, surface water, wetland impacts, suitability for development, landscape screening and fencing.

Staff finds that the parcels comply with all subdivision and lot standards. Additional information is needed regarding surface water conditions and building pad locations. Therefore, staff is recommending this matter be tabled and the review period extended to 120 days.

Commissioner Ferrington questioned the reason for placing the building pads so far back on the lots. Ms. Castle responded that the survey information dictated placement, although it was winter and difficult to see actual property conditions. Commissioner Ferrington stated that there would be less impervious surface to the lots and would look better if the driveway split would occur further back from the street.

Chair Solomonson asked if the building pad could be smaller. Ms. Castle stated that once the wetland delineation is completed, the size of the building pad will be determined.

Mr. Bob Moser, Applicant, stated that he concurs with the findings of staff. The building pad areas are generous for flexibility. There appears to be room on Parcel 2 to shift to the east.

Commissioner Proud asked if further studies will determine runoff from these lots. **Mr. Moser** stated that the design will be for runoff to stay on the property and overflow according to requirements.

Commissioner McCool asked if consideration was given to orienting the lots front and back with one house in the old building area and one further back. **Mr. Moser** stated that he did that with another development and the reaction from property owners is dislike of having a view of someone else's house.

Chair Solomonson opened the discussion to public comment.

Mr. Joe Heckel, 804 Arbogast, questioned whether the 75-foot width average is met, when it includes the wetland in Parcel 2. Ms. Castle answered, yes. Mr. Heckel stated that it is difficult to understand why an unusable portion of the lot is used in the width calculation.

PLANNING COMMISSION MINUTES
MAY 27, 2014

Mr. Michael Murtaugh, 3307 Victoria Street No., stated that he appreciates Mr. Moser's comments. The character of the neighborhood has been improved with the removal of the previous structure, but now the view from Victoria Street will be two driveways the length of a football field. He requested that landscaping be considered that would screen the parcels.

MOTION: by Commissioner Schumer, seconded by Commissioner Thompson to table the minor subdivision and variance request submitted by Moser Homes, Inc., to divide the property at 3339 Victoria Street into two parcels for single-family residential development and exceed the maximum building setback permitted from the front property line. Additional information is needed regarding the wetland area, seasonal water basin and impact on the proposed building pads. The review period is extended from 60 to 120 days.

Discussion:

Commissioner Proud offered an amendment to the motion to include the requirement of a study to address surface water management.

Commissioner Ferrington asked if a surface water management study could be done without a house design. Ms. Castle answered that there is a maximum lot coverage, which would be considered with the building pad and drive area. The maximum threshold will be used to determine surface water runoff.

Commissioner Ferrington seconded the amendment.

VOTE ON THE AMENDMENT

Ayes - 7 Nays - 0

VOTE ON AMENDED MOTION

Ayes - 7 Nays - 0

COMPREHENSIVE SIGN PLAN

FILE NO: 2525-14-15
APPLICANT: IDENTI GRAPHICS/DAVE KROONA
LOCATION: 3854 LEXINGTON

Presentation by Senior Planner Rob Warwick

The application is to amend the existing Comprehensive Sign Plan for the property to allow replacement of the existing monument sign with a 61 square foot monument sign with an integrated 29.5 square foot message center sign in full color LED display. The property is

Draft Planning Commission Minutes – June 24, 2014

MINOR SUBDIVISION/VARIANCE

FILE NO: 2530-14-20
APPLICANT: MOSER BUILDERS
LOCATION: 3339 VICTORIA STREET NORTH

Presentation by City Planner Kathleen Castle

This application is to divide the property into two parcels for single-family residential development. A variance is requested to exceed the maximum 67.5 foot setback permitted from the front property line. The setback for parcel 1 would be 255.4 feet and for Parcel 2, 272.1 feet. The application was tabled at the last Planning Commission meeting in order to obtain a wetland delineation on the property. The two parcels requested do comply with subdivision and lot standards for R1 zoning. The building pads comply with the 944.6 elevation for high water.

The property consists of 1.5 acres with a lot width of 91.17 feet at Victoria Street. The property is a key lot that abuts the rear lot line of homes to the north. All previous structures have been removed. The zoning is R1, Detached REsidential. The wetland is located in the northwest and southwest corners of the property.

Since the last review of the application, it was determined that the building pads encroached into the wetland. They have been shifted to the east. There is a 16.5 foot buffer to the wetland on Parcel 1 and a 10-foot buffer on Parcel 2. The proposed buffers have been reviewed by the City Engineer and are acceptable based on the function of the wetland. Storm water would be directed to wetlands on the site. Impervious surface is in compliance and the historic drainage patterns will be retained. For these reasons, the City Engineer is not requiring surface water calculations.

One driveway entrance provides access off Victoria and will split for Parcels 1 and 2. Any landmark trees that are removed must be replaced on a 2 to 1 ratio.

The applicant states that practical difficulty is present with the unique configuration of the property being narrower toward Victoria Street. The proposed building pad locations are based on lot characteristics. Variable setbacks are found in the neighborhood. There is no adverse impact to the neighborhood. Development of this property with two new residential homes is its highest and best use.

Notices were sent to property owners within 350 feet of the site. Written and oral comments were received regarding concerns about site conditions, surface water, wetland impacts, suitability for development, landscape screening/fencing, and the assertion that practical difficulty is not present.

Staff finds that practical difficulty is present. The subdivision is a reasonable for this oversized lot and complies with City standards. There are unique circumstances with the odd lot

configuration and the buildable area toward the rear of the property. Staff is recommending approval of the variance and that the subdivision be forwarded to the City Council for approval. Conditions of approval include wetland buffers, a tree plan and landscaping and screening.

Commissioner Ferrington noted that one resident cites Ramsey County information that this parcel is 0.9 acre. Ms. Castle stated that both the developer and the City have had the property surveyed and both surveys find the property to be 1.5 acres.

Chair Solomonson asked how the wetland functions. Ms. Castle explained that surface water flows to the wetland. Any overflow goes into Lake Judy. The wetland is at an elevation of 942.6.

Commissioner Ferrington asked what portion of the building pad will be used for the new homes. Mr. Moser stated that it is difficult to say how much of the building pad will be used for the homes because he is a custom home builder. In general, the building pads are larger than the footprint of the home.

Chair Solomonson opened the discussion to public comment. There was none.

Commissioner McCool stated that he is concerned about the character of the neighborhood due to the large setbacks. However, he does believe the proposal is reasonable for the size and configuration of the lot.

Commissioner Proud added that this development adds openness to the neighborhood. He does not believe it is inconsistent to have the homes located at the rear. It gives a less congested appearance.

Commissioner Ferrington stated that this is a creative solution to the property. It would look better if the driveway was split further into the property, not at the beginning.

MOTION: by Commissioner Ferrington, seconded by Commissioner Proud to approve the minor subdivision and adopt Resolution 14-40, subject to five conditions and 11 minor subdivision conditions; the approval is based on the five findings.

To recommend the City Council approve minor subdivision and to adopt Resolution 14-40 approving the variance requests submitted by Moser Homes, Inc. to divide the property at 3339 Victoria Street into two parcels for single-family residential development and exceed the maximum building setback permitted from the front property line. Said approval is subject to the following conditions:

Variance

1. Said approval is contingent upon approval of the Minor Subdivision by the City Council.
2. The project shall be constructed in accordance with the submitted plans. Any significant change to the plan, as determined by the City Planner, shall require review and approval of the Planning Commission.
3. This approval will expire after one year if the minor subdivision has not been recorded.

4. The project is subject to the terms of the Development Agreement for the property.
5. The approval is subject to a 5-day appeal period.

Minor Subdivision

1. The minor subdivision shall be in accordance with the plans submitted.
2. For Parcel 2, a Public Recreation Use Dedication fee as required by Section 204.020 of the Development Regulations before the City endorses the deed to create Parcel B. The fee will be 4% of the fair market value of the property.
3. Public drainage and utility easements shall be dedicated to the City as required by the Public Works Director. The applicant shall be responsible for providing legal descriptions for all required easements. Easements shall be conveyed before the City will endorse deeds for recording.
4. The applicant shall enter into a Subdivision Agreement with the City. This agreement shall be executed prior to the City's release of the deeds for recording. A Development Agreement will also be required for the construction of a new home on each parcel.
5. Municipal water and sanitary sewer service shall be provided to both parcels. The cost of connection and SAC fees, together with permit charges, will be due with the building permit.
6. Driveways and all other work within the Victoria Street right-of-way are subject to the permitting authority of the City of Shoreview and Ramsey County.
7. A tree protection, removal and replacement plan shall be submitted prior to issuance of a building permit (including the demolition permit). The approved plan shall be implemented prior to the commencement of work on the property and maintained during the period of construction. The protection plan shall include wood chips and protective fencing at the drip line of the retained trees.
8. An erosion control plan shall be submitted with the building permit application for each parcel and implemented during the construction of the new residence.
9. A final site-grading and drainage plan shall be submitted and approved by the City Engineer prior to issuance of a building permit.
10. The wetland/wetland buffer shall be identified by signage. A 16.5-foot wetland buffer shall be established on both Parcel 1. A wetland buffer shall also be established on Parcel 2 ranging from in width from 10 feet to 16.5 feet..
11. This approval shall expire after one year if the subdivision has not been recorded with Ramsey County

Said approval is based on the following findings of fact:

1. The subdivision is consistent with the policies of the Comprehensive Plan regarding land use and housing.
2. The subdivision will provide opportunity for new housing in the community consistent with the City's housing goals.
3. The proposed lots conform to the adopted City standards for the R1, Detached Residential Zoning District.
4. Municipal water and sanitary sewer service are available for each proposed parcel.
5. Practical difficulty is present as indicated in Resolution 14-40 approving variances to increase the maximum building setback permitted from a front property line, for Parcel 1 and 2.

VOTE:

Ayes - 6

Nays - 0

NEW BUSINESS

PUBLIC HEARING/CONDITIONAL USE PERMIT

FILE NO.: 2531-14-21
APPLICANT: RICK AND CATHERINE SCHETT
LOCATION: 3469 HARRIET COURT

Presentation by Senior Planner Rob Warwick

The application seeks approval for construction of a 77.25 square foot gazebo, which will be the second accessory structure on the property. There is an existing 80 square foot shed that was built in 2013. The total area will exceed the 150 square foot limit.

The property is zoned R1, Detached Residential. The lot is irregular with total area of 17,000 square feet. It is developed with a single family house with an attached garage of 440 square feet and a detached shed of 80 square feet. The proposed gazebo is a pre-fabricated octagonal with 4 feet on each side. The diameter is 10 feet with total area of 77.25 square feet. The height 12 feet from grade to the cupola peak. The proposed location is in the rear yard near an existing deck on the house.

Two detached accessory structures are permitted in the R1 District. For parcels of less than one acre, the maximum total floor area for detached structures is 150 square feet except with a conditional use permit which allows up to 288 square feet. The total area of all attached and detached accessory structures cannot exceed the lesser of 90% of the foundation area of the dwelling or 1200 square feet. With the gazebo, accessory structure area on this property would be just over the 150 square feet allowed.

Accessory structures must have a minimum of 10 feet from all lot lines with a conditional use permit. The maximum height is 18 feet. Exterior materials must be compatible with the dwelling. The setbacks, height and materials comply with these standards. Because the gazebo will be located near the house, the house will provide screening.

A public hearing notice was published. Notice was also mailed to property owners within 350 feet. One comment was received expressing concern that a second detached accessory structure will make the property look cluttered. Staff believes that the limit of two detached accessory structures addresses this concern.

The proposal is consistent with City standards and intent of Development Code. The public hearing is recommended and that the application be forwarded to

City Attorney Kelly stated that publication for the public hearing has been reviewed and found to be proper.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No. 14-44 authorizing execution of a Professional Services Agreement with Bolton & Menk for engineering and associated activities for the Sanitary Sewer Improvements – Highway 96 Lift Station, City Project #14-07.

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

REGULAR COUNCIL MEETING
JULY 7, 2014
TEW

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER

FROM: TOM WESOLOWSKI, CITY ENGINEER

DATE: JULY 2, 2014

SUBJECT: SANITARY SEWER IMPROVEMENTS – HIGHWAY 96 LIFT STATION
ESTABLISH PROJECT AND AUTHORIZE PROFESSIONAL
SERVICES AGREEMENT CITY PROJECT #14-07

INTRODUCTION

Professional services are required for the preparation of specifications and construction coordination activities for the Sanitary Sewer Improvements – Highway 96 Lift Station, City Project 14-07. Staff has identified the necessary services and recommends that the City Council authorize approval of a professional services agreement with Bolton & Menk.

BACKGROUND

A portion of the City's sanitary sewer collection piping is along Highway 96 just east of Dale Street, as shown on the attached drawing. The soils in that area are mainly peat, which does not provide adequate support for piping. When the piping was installed in the 1960's, wooden pilings were installed under the piping to provide support and keep the pipe from sinking.

DISCUSSION

The section of the sanitary sewer pipe that is on pilings was recently televised and approximately 200-feet of the pipe is sinking creating a large dip in the pipe that is completely filled with water. The dip in the pipe is a result of the pilings settling and pulling the pipe down. The submerged section of pipe is restricting the flow in the pipe and causing sewage to back up in the pipeline. Two single family residences in the area have a history of sewer backups associated with the condition of the City's sewer line.

Staff looked at two alternatives to fix the dip in the pipe and restore proper operation of the sanitary sewer. The first alternative would consist of replacing the pilings and pipe in the area that has settled. Given the soils on site there is a high potential for settlement of the pilings and pipe in the future. Also, installation of the pilings and pipe on the existing alignment would be difficult increasing the overall cost of the project.

The second and preferred alternative consists of abandoning the existing sanitary sewer and installing a lift station and forcemain to pump the sewage instead of having it flow by gravity. The lift station could be located on better foundation soils and the forcemain installed at a much shallower depth in better soils, significantly reducing the potential of future settlement and operational problems.

The development of specifications for this specialized type of work requires expertise beyond what cities like Shoreview typically have on staff. Accordingly, staff has negotiated a proposal for professional services (and associated work program) with a local firm specializing in these areas. The proposal from Bolton & Menk Engineers and Surveyors is attached for reference. Bolton & Menk has designed all of the City's lift station projects the last several years and therefore has the background knowledge to best complete the plans for this project. The estimated cost for the development of plans and project administration is \$29,350.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution that authorizes execution of a professional services agreement with Bolton & Menk for engineering services for Sanitary Sewer Improvements – Highway 96 Lift Station, City Project #14-07.



HIGHWAY 96/DALE STREET - SEWER REPAIR PROJECT 14-07





BOLTON & MENK, INC.[®]

Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

June 16, 2014

Mr. Tom Wesolowski, P.E., City Engineer
City of Shoreview
4600 Victoria Street North
Shoreview, MN 55126

Re: Proposed Lift Station
Shoreview, Minnesota

Dear Mr. Wesolowski,

Thank you for providing us this opportunity to assist you with engineering services for a new lift station to replace an existing sanitary sewer line that is on piling and appears to be in need of significant repair. Bolton & Menk, Inc. has the technical expertise, experience and resources to complete this project for the City and we appreciate your consideration.

Based on our phone discussion and the information you provided me, the project will consist of the following major components:

- Installation of a new precast lift station
- Installation of two new submersible pumps
- New control panel and SCADA equipment
- Miscellaneous piping and site work

We have identified three (3) tasks in order to complete the work as described above. A summary of the tasks are described below.

Task 1 – Preliminary Design Phase

- Assemble and review existing site data (surveys, preliminary plans, as-built information, soil borings, etc.)
- Topographic survey of proposed site.
- It is assumed that the existing soil boring information is sufficient for design purposes.
- It is our understanding that the soils are poor and piles may be required for the proposed lift station.
- Complete preliminary design summary

Task 2 – Final Design Phase

- Prepare final plans and specifications
- Design review meetings with City staff
- Construction cost estimates



Mr. Tom Wesolowski, P.E.
 June 16, 2014
 Page 2 of 2

- Assist with State and local agency reviews and permitting. Since this is a new lift station it will require MPCA and MCES review and approval. All permit fees will be the responsibility of the City.
- It is anticipated that quotes will be received for the project and the project will not be formally bid. The City may consider procurement of the pumps and controls to speed up the construction process.

Task 3 – Construction Services Phase

- Construction administration
- Construction observation for critical items
- Construction staking
- Start-up services
- Record drawings

We propose to complete the above design and construction phase services for a total fee of \$29,350. I recommend that we work on an hourly basis with a not-to-exceed amount. The following is a summary of our fees:

Design Phase

Preliminary Design Phase.....	\$6,300
Final Design Phase.....	\$14,150
Construction Services Phase.....	<u>\$8,900</u>
Subtotal.....	\$29,350

We understand that the City would like to complete this project this year and initiate design immediately. We are available to start on this project immediately.

Thank you for the opportunity to present this proposal. We look forward to working with you and your staff. If you need any additional information or have any questions on the above, please do not hesitate to give me a call at 612-803-5223.

Respectfully submitted,

BOLTON & MENK, INC.

Seth A. Peterson, P.E.
 Principal Engineer

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF SHOREVIEW, MINNESOTA
HELD JULY 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 July 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. 14-44
AUTHORIZE EXECUTION OF PROFESSIONAL
SERVICES AGREEMENT WITH BOLTON & MENK
FOR SANITARY SEWER IMPROVEMENTS – HIGHWAY 96 LIFT STATION
CITY PROJECT #14-07

WHEREAS, a portion of the City's sanitary sewer collection system requires replacement due to failure of the infrastructure; and

WHEREAS, outside professional services are required for the preparation of specifications and construction-related activities pertaining to the sanitary sewer improvements; and

WHEREAS, the City has received a proposal and scope of services from an engineering firm qualified for such activities.

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

1. Sanitary Sewer Improvements – Highway 96 Lift Station, City Project 14-07, is hereby established.

PROPOSED MOTION

MOVED BY COUNCILMEMBER _____

SECONDED BY COUNCILMEMBER _____

to adopt Resolution No.14-46 accepting the base bid from Rum River Contracting for the 2014 Trail Extension and Rehabilitation Project, City Project #14-05 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$279,072.77.

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

REGULAR COUNCIL MEETING
JULY 7, 2014

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: MIKE SHAUGHNESSY, SENIOR ENGINEERING TECHNICIAN
DATE: JULY 2, 2014
SUBJECT: RECEIPT OF BIDS AND AWARD OF CONTRACT
TRAIL EXTENSION AND REHABILITATION
CITY PROJECT NO.14-05

INTRODUCTION

Sealed bids were received and opened on July 1, 2014, for the 2014 Trail Extension and Rehabilitation Project, City Project No. 14-05. The project locations are shown on the attached drawing. Council action is required to award the construction contract.

DISCUSSION

On June 2, 2014, the City Council approved the plans and specifications and ordered the taking of bids for the 2014 Trail Extension and Rehabilitation Project, City Project No. 14-05. Accordingly, on July 1, 2014, seven bids were received and opened for City Project No. 14-05. All bids were submitted with proper bid security in the amount of five (5) percent of the total amount of the bid as required by the project manual. The bids results are listed below:

<u>Contractor</u>	<u>Base Bid</u>
Rum River Contracting	\$279,072.77
North Valley Inc.	\$287,696.52
T.A. Schifsky & Sons	\$337,142.70
Sunram Construction Inc.	\$362,703.00
Blackstone Contractors	\$375,221.05
Urban Companies	\$378,840.00
FPI Paving Contractors	\$379,895.25
Engineer's Estimate:	\$335,000.00

Given the above information, Rum River Contracting is the lowest responsible bidder. Rum River Contracting has never worked for the City before, but in checking references with the Cities of Elk River, Coon Rapids and Lino Lakes, they have previously demonstrated in those Cities that they have the necessary resources to complete the project.

BID RESULTS

The difference in the bids from low to high was \$100,822.48 with the engineers estimate falling in the middle. The spread between the bids, combined with the low bid coming in \$55,927 less than the estimate, shows a very competitive bidding environment.

The low bid results in a total estimated project cost of \$335,000. The estimated total project costs include an allowance for engineering, administration, and contingency items.

COSTS

The following is a comparison of the engineer's estimate to the estimated total project costs for the proposed improvements based on the low bid:

<u>Item</u>	<u>Eng. Estimate</u>	<u>Bid Award</u>
Lexington Avenue Trail	\$ 236,000	\$ 175,000
Shamrock Park Trail	\$ 25,500	\$ 26,500
County Road I Trail	\$ 105,000	\$ 87,000
Theisen Park Trail	\$ 56,000	\$ 46,500
Total Estimate Construction Cost	\$ 422,500	\$ 335,000

The total estimated project costs include an allowance for engineering, administration, easements, and contingency items.

PROJECT FUNDING

Funding sources for the proposed improvements are as follows:

County Road I & Theisen Park	
General Fixed Asset Revolving	\$ 133,500
Lexington Avenue Shamrock Trails	
Park dedication fund (Pulte)	\$ 110,400
Community Investment Fund	\$ 91,100
Total Estimated Funding	\$ 335,000

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution and accept the base bid from Rum River Contracting for the 2014 Trail Extension and Rehabilitation Project, City Project #14-05 and authorize the Mayor and City Manager to execute a construction contract in the amount of \$279,072.77.

#14-05

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

HELD JULY 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 July 7, 2014, 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. 14-46

ACCEPTING THE LOWEST RESPONSIVE BID
AND AUTHORIZING THE EXECUTION OF A CONTRACT
FOR THE 2014 TRAIL EXTENSION PROJECT, CITY PROJECT NO. 14-05

WHEREAS, the City of Shoreview has programmed in the Capital Improvement Program for the 2014 Trail Extension and Rehabilitation Projects, City Project #14-05, and

WHEREAS, pursuant to an advertisement for bids for the improvement of City Project #14-05, bids were received, opened, and tabulated according to law, and the following bids received complying with the advertisement:

<u>Contractor</u>	<u>Base Bid</u>
Rum River Contracting	\$279,072.77
North Valley Inc.	\$287,696.52
T.A. Schifsky & Sons	\$337,142.70
Sunram Construction Inc.	\$362,703.00
Blackstone Contractors	\$375,221.05
Urban Companies	\$378,840.00
FPI Paving Contractors	\$379,895.25
Engineer's Estimate:	\$335,000.00

WHEREAS, the City staff is recommending the City Council award the Base Bid to the lowest responsible bidder, Rum River Contracting.

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

1. All bids were received as submitted on July 1, 2014.
2. The Base Bid from Rum River Contracting in the amount of \$279,072.77 is hereby accepted and the Mayor and City Manager are hereby authorized and directed to enter into a construction contract for City Project #14-05 with the lowest responsible bidder, Rum River Contracting.

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 7th day of July 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 7th day of July, 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 award of contract for City Project #14-05.

WITNESS MY HAND officially as such Manager and the corporate seal of the City of Shoreview, Minnesota, on this 8th day of July 2014.

SEAL

Terry Schwerm
City Manager