

**CITY OF SHOREVIEW  
AGENDA  
REGULAR CITY COUNCIL MEETING  
AUGUST 4, 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. July 14, 2014 City Council Workshop Meeting Minutes
2. July 21, 2014 City Council Meeting Minutes
3. July 21, 2014 City Council Workshop Meeting Minutes
4. Verified Claims
5. Purchases
6. Resolution Providing Local Approval of Special TIF Legislation
7. Award of Quote—Replacement of Movable Walls
8. Developer Escrow Reduction

**PUBLIC HEARING**

9. Vacation of Emmert Street Adjacent to 745 Arbogast

**GENERAL BUSINESS**

10. Site and Building Plan Review—Union Gospel Mission, 580 Highway 96
11. Abatement of Public Nuisance—Jose Sanchez, 4414 Galtier Street
12. City Purchase of Property at 795 Highway 96 West

**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 JOINT WORKSHOP MEETING  
WITH ECONOMIC DEVELOPMENT AUTHORITY AND  
PLANNING COMMISSION  
July 14, 2014**

**CALL TO ORDER**

Mayor Martin called the workshop meeting of the Shoreview City Council to order at 7:00 p.m. on July 14, 2014.

**ROLL CALL**

The following attended the meeting:

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

Staff: Terry Schwerm, City Manager  
Tom Simonson, Asst. City Manager/Community Development Director  
Kathleen Castle, City Planner  
Rebecca Olson, Assistant to City Manager

Economic Development Authority: Councilmember Ben Withhart, President  
Councilmember Emy Johnson  
Councilmember Terry Quigley

Planning Commission: Steve Solomonson, Chair  
Deb Ferrington  
Kent Peterson  
Curt Proud

HKGi (Hoisington Kogler Group, Inc.) Rita Trapp, Project Manager

Ramsey County: County Commissioner Blake Huffman  
Ramsey County Library: Susan Nemitz

**REVIEW OF HIGHWAY CORRIDOR TRANSITION STUDY**

This review of the Highway Corridor Transition Study is to review implementation strategies of redevelopment in previously identified residential and commercial areas along arterial roads. The study looks at long-term potential land uses and whether current land uses can be sustained.

### **Presentation by Project Manager Rita Trapp**

Five study areas were identified that are both residential and non-residential. Approaches on the part of the City to implement redevelopment are defined:

- **Reviewer:** As a Reviewer, the City would wait until the private market identifies a redevelopment project and then respond to the proposal based on the City's Comprehensive Plan and Zoning Ordinance.
- **Facilitator:** As a Facilitator, the City would actively guide redevelopment through small area plan/design guidelines and then link property owners to interested developers.
- **Developer:** As a Developer, the City would assemble property for redevelopment and actively market it to developers.

Approaches to defining land uses for the specific study areas could be:

- **Passive:** Simply adopt this study without updating the Comprehensive Plan and Zoning Ordinance until the next required Comprehensive Plan update (possibly 2018).
- **Active:** Modify the Comprehensive Plan through a public process. Modifications could include: 1) changes to the future land use plan; 2) update Policy Development Area (PDA) boundaries and create new PDAs. The Zoning Ordinance could be modified by: 1) assigning land uses to existing districts; or by 2) creating new single-use, mixed use or overlay districts.

The City may provide financial assistance in any of these approaches. Existing zoning regulations are strict. New single-use districts can be created, but that would limit the land use to what is envisioned today. When redevelopment does occur, conditions might be quite different from what is envisioned now. It is important to realize the possibility of creating non-conforming uses or structures because current, existing conditions may not be accounted for in future single-use districts. Overlay districts are useful because the underlying zoning district remains while providing guidance for the future.

Councilmember Quigley raised the difficulty of considering these many various land use options and being able to come up with a recommendation as a whole. Issues that need to be addressed are publicity, setting priorities, timelines and the effect any decisions have on the Comprehensive Plan. Ms. Trapp explained that each area will be considered separately to identify preferred uses and possibilities for implementation. Mr. Schwerm noted that the use of PDAs does a good job of identifying guidance for different land uses in certain areas. Mr. Simonson added that consideration of policies is needed first. Redevelopment implementation cannot occur until something happens to trigger a change.

Mayor Martin stated that zoning is the most complex part. She asked if the PDA process currently being used by the City is effective. Ms. Trapp responded that zoning decisions do not need to be made now, but it is important to understand that identified preferred uses could impact zoning. PDAs are the tool used most frequently by cities because it is difficult to deal with existing uses in an unknown time frame and then transition to a new land use.

The Council discussed the project areas in each of the five geographical areas considered by this study:

### **COUNTY ROAD J**

There are four project areas in the County Road J site. The City's role at this time is Reviewer in all project areas because redevelopment or further development in Shoreview will depend on what occurs across County Road J in Lino Lakes. When development occurs in Lino Lakes, the City would take on a long-term Facilitator role.

**Area A** is in PDA No. 3. The City is viewed as Reviewer and long-term Facilitator when development occurs in Lino Lakes. It is suggested that PDA 3 could be expanded to include existing residential properties and that medium and high density land uses be designated for the western portion. An expanded general PDA could be implemented or a new PDA could be established with specific guidelines for a certain land use. Using the already existing PDA would mean that no zoning changes are required. Mitigation of the wetland could be explored to increase development opportunities. It will be important to work with Ramsey County to maintain adequate access in this area. Mr. Simonson stated that one advantage to expanding the PDA is because there is commercial on the corner and wetland. If the property continues to decline, there would be limited opportunity for redevelopment.

Commissioner Solomonson stated that it is important to know the City's goal. Higher density raises red flags of more crime and transitory residents. He would like to know the City's goal before discussing conclusions or specific types of development. Mr. Schwerm responded that it is difficult to maintain quality single-family homes on major corridors, and this is a difficult area to plan without knowing what will happen in Lino Lakes.

Mayor Martin stated that expanding the PDA would allow more options and flexibility for any opportunities.

Councilmember Quigley asked if anything is known about plans in Lino Lakes. Ms. Trapp stated that while there are not definite plans, it could be commercial, which would impact the area with higher traffic. Market conditions are not present for intense development, which is the reason for guiding toward medium density residential. Medium and high density residential developments are realistic according to current market studies.

Commissioner Solomonson noted that there is a lot of land in Lino Lakes and if residential is developed, Shoreview may be competing with spacious and possibly luxury townhomes.

Commissioner Proud stated that this process creates tools that can be used for future opportunities.

Commissioner Ferrington stated that she would not favor mitigating wetland.

**Areas B, C and D** are recommended for evaluation and consideration of medium and high density residential with possible new PDAs created.

## TANGLEWOOD

Tanglewood consists of one project area that is in PDA No. 9. At this time, the City's role is Reviewer. The question raised in the study is whether Office use should be removed and the PDA modified to allow medium density residential. Clarification on access is needed for a private drive in the PDA text and stipulation for an internal circulation street.

Councilmember Wickstrom noted that a number of neighborhoods have requested the City to take jurisdiction of originally planned private roads. It would be her concern that designating private access would set up a similar circumstance for a similar future request. Mr. Schwerm agreed that he would not want to create that issue, but the development area is small and it makes the most sense for private access. If access were public, the City would need to relax its own standards for snow plowing or take sufficient right-of-way. This private access is similar to a private drive off public roads in other multi-family townhouse developments.

## HIGHWAY 96

There are three project areas on Highway 96. **Area A** is adjacent to PDA No. 7 at the corner of Highway 96 and Victoria which incorporates the Commons Campus. The City's role is as Developer or Facilitator. Area A could be incorporated into PDA 7, or a new PDA could be created to focus on housing. It is recommended that Medium Density Residential be considered.

Mayor Martin stated that she sees the City as a Facilitator but not as a Developer. It would be very costly to purchase property. She could envision this area with luxury townhomes.

Commissioner Proud agreed and stated that the area could be a very classy development that he would like to see the City in a position to develop.

Councilmember Wickstrom stated that she sees the north side of Highway 96, Area A, as more conducive to residential development than the south side and where the City could take more of a role in redevelopment.

Commissioner Solomonson stated that it is difficult to see the City as only a Facilitator. It is about staging and timing. If a property owner were to decide to tear down and build a new home, it would be very difficult for the City to implement redevelopment. This would be especially true on the south side of Highway 96. Ms. Trapp recommended a new PDA for the housing on the north side of Highway 96 because it is so different in character from the City Campus, also in PDA 7.

**Area B** is in PDA No. 8, the Gospel Mission property. There are single-family homes west of the Gospel Mission. The City's role as Facilitator is to re-examine and update PDA 8 to reflect this study. One question to address is whether to keep homes in PDA No. 8, as there is no relationship between the residential and the Union Gospel Mission.

Councilmember Wickstrom stated that she supports use of PDAs and suggested splitting PDA No. 8 into two PDAs.

It was the consensus that at this time the City would be in a Facilitator role for Area B.

**Area C** shows the City as Reviewer to update PDA 8 to reflect this study or create a new PDA that focuses on single-family properties.

## **RICE STREET**

Rice Street consists of four project areas. **Area A** is PDA 18. It is recommended this PDA be updated to add buffers to the adjacent single-family neighborhood and high density residential.

The **Area B** PDA on the south side should be updated to allow small office and commercial use not now contemplated. Access will be an important component to this area.

**Area C** is seen as an area to accommodate shared parking to facilitate redevelopment.

Ms. Trapp stated that **Area D** south of the railroad tracks is not an area on hold. No action is needed at this time.

Commissioner Ferrington asked if there is a bus stop to serve this location and observed that public transportation might be key to people who would want to live there.

## **HODGSON**

There are four study areas on Hodgson. **Area D** is on the southwest corner of Gramsie and Hodgson and is six acres in size. The City's role is seen as Reviewer, as no change is needed at this time.

**Area C** is the church on the north side of Gramsie. The City is seen as both Reviewer for redevelopment and Facilitator to negotiate with the church officials. PDA 16 could be expanded to incorporate this area or a new PDA could be created. This area could be an expansion to Sitzer Park, which is one of the smallest parks in the City. The corner could be reguided for medium density residential. How proactive the City wants to be would drive these redevelopment changes. It is recommended that PDA 16 reflect this study in Area D for high density residential.

Councilmember Wickstrom noted a stormwater easement for Ramsey County in Area D. Ms. Trapp responded that the advantage is that the easement for storm water management could work to address storm water management on the west side also. That would be another advantage for putting Area D in PDA 16.

Mr. Schwerm stated that adding parking and soccer fields to the park would make this park more consistent with what is offered at other neighborhood parks.

Mayor Martin stated that she, too, would favor adding this parcel to the park, but it is unclear where the City would get the money.

Commissioner Peterson stated that the priority for parkland is that this parcel is good dry flat land. He would like to see the option for parkland available.

**Area B** is currently single-family residential and no changes are anticipated, but the City should act as Facilitator to reguide residential to medium density.

Commissioner Solomonson expressed concern about whether high density residential is a good transition to single-family residential.

Councilmember Quigley asked if there is a market for luxury condominiums or townhouses. Ms. Trapp responded that it depends on the site. The Gospel Mission site may work because of the lake amenity. The market study concluded that high end housing would have a small market here centered on the Highway 96 corridor by the lake.

**Area A** has a vacant site and the City should be Facilitator for its development. A re-examination of PDA 16 is recommended to include High Density Residential and not Office or Medium Density. Internal circulation of the area should be evaluated to determine whether it should be a public or private street.

The study also offers suggestions and information on Approach to Redesign, Maintenance and Reinvestment and Financial Strategies.

### **Approach to Redesign**

Ms. Trapp stated that the depth of lots on Hodgson do not facilitate redevelopment, and it will be in the City's interest to maintain the strength of that housing as long as possible. The existing Ramsey County design for the roadway uses the minimum for right-of-way to accommodate the road with a trail on one side and a sidewalk on the other side. The only way to reduce impact to property owners would be a design with a sidewalk/trail on one side and a striped shoulder/bike lane on the other, which is not a priority for the City. Additional City investment to offset impacts to private property owners could be offered for increased street-scape improvement.

Homeowners are not necessarily skilled at knowing where to put new landscaping to maximize a buffer to the road. The following could be considered:

- Retaining walls could be considered to preserve additional existing trees and landscaping.
- Assist homeowners with design landscaping to ensure driveway visibility/access is safely maintained.
- Adjust road assessment based on caliper inch to offset needed landscaping.
- Offer grants for additional landscaping on a widening scale based on caliper inch loss, grading impacts, reduced front yard space.
- Would be beneficial to design renderings to show homeowner potential impact of improvements.

Mayor Martin stated that she applauds finding landscaping assistance for homeowners to retain property values.

Councilmember Withhart added that this may be something the Housing and Redevelopment Authority (HRA) could work on.

Councilmember Withhart asked if cul-de-sacs for side streets have been considered. Ms. Trapp stated that Ramsey County has determined the placement of cul-de-sacs, and this study does not add to those.

Mr. Schwerm noted that the City has not made final decisions on the Hodgson Road design. The Ramsey County Board of Commissioners does endorse “complete street” concepts.

### **Maintenance and Reinvestment**

The City has the following maintenance and reinvestment programs to maintain housing stock:

- SHINE Program
- Rental Housing Licensing
- Home Improvement Loan Program (does not focus on exterior)
- Housing Resource Center

Other tools to consider might be:

- A point of Sale Inspection, which means that a house being sold would have to be inspected and improvements completed before the sale. It is labor intensive and difficult with older homes that need many improvements.
- Some cities are giving Landscaping Grants (Front Yard Fix It) to focus on the exterior. That might help targeted areas.

### **Financing Strategies**

For the type of redevelopment considered in this study, there are limited financing options. Financing is particularly limited in communities where blight is not significant. Using existing financing options in creative ways may be more administratively burdensome. If a landscape grant program were created, it would take a lot of staff time. One long-term strategy would be to levy to create an HRA and EDA balance specifically for this type of work.

Mayor Martin noted that when the Home Improvement Loan Program was established with EDA funds, the fund balance was set at \$300,000. She thought that \$600,000 was first contemplated.

Councilmember Withhart stated that the Home Improvement Loan Program has not been aggressively used. The program may possibly be targeted to the areas discussed here and for other improvements.

The next step is to finalize the report based on this discussion. It will become a staff resource to work with moving forward.

**DISCUSSION REGARDING POTENTIAL CITY PURCHASE OF PROPERTY AT 795 HIGHWAY 96 WEST**

Mr. Simonson stated that there is interest in purchasing the Bourquin home as part of the library expansion scheduled to begin in 2015. The City's offer would be \$258,900, based on the County's estimated tax value and has been accepted. No appraisal is needed. A purchase agreement is drafted. The City would acquire the property and through a future agreement with the library allow the property to become part of the library expansion. Closing on the purchase could be as late as April, but it might be much sooner depending on the Bourquins' ability to find a new place to live. They do not want to move during winter. Mr. Schwerm noted that four Council votes would be needed to approve the purchase because this expenditure is not in the Capital Improvement Program (CIP).

Councilmember Wickstrom asked if the property would then be resold to the library at the same price. Mr. Simonson responded that it is currently being considered a contribution to the library expansion effort.

Mayor Martin asked what will happen to the existing library because it is an important part of the City Commons Campus. Ramsey County Commissioner Huffman stated that the new library will go through a design phase, which will involve significant input from the City. The preference is to build a new library closer to Highway 96. The county is going through a facility master plan process, and this building would become part of that plan. County offices could be moved to the current building or county public health services. Another use would be to talk to the City or school district about possibilities for their use. The key is working with the City. Another key is what happens to the ice arena.

Mayor stated that the City is very supportive of an expanded regional library. Commissioner Huffman stated that he will work hard to make sure that whatever is located in the old building is supported by the City. Mr. Schwerm stated that if a new building is constructed, that means the library can remain open during construction.

Councilmember Wickstrom expressed concern about the balance of the Community Investment Fund, if the Bourquin home is purchased from this fund. Mr. Schwerm stated that there is enough funding for this purchase. It is a good fit for the City campus. Further discussion will be needed regarding funding.

Councilmember Quigley asked if there will be access to the City parking lot. Ms. Nemitz stated that the purchase of these two properties opens so many options. The plan is to work closely with the City on parking. One issue is putting in a coffee shop.

Councilmember Johnson stated that a drive-through for coffee changes the dynamic. She would favor a coffee shop, but the design would have to address any drive-through issues.

Councilmember Withhart applauded the County and City for purchase of these two properties to enhance the library expansion, which will be a wonderful amenity to the City campus.

It was the consensus of the Council to move forward with the purchase of 795 Highway 96.

### **Ramsey County Arena (Hockey Rink)**

Commissioner Huffman stated that the County closed on the purchase of the Vadnais Rink. Since that time the coliseum closed operations. As a result, the County has agreed to keep the rink in Shoreview for two years in order to make sure there is enough rink time for teams. He is not sure how this impacts the water treatment plant the City is proposing. Mr. Schwerm stated that the water treatment plant will fit on land owned by Shoreview behind the County arena.

### **TCAAP**

Commissioner Huffman reported that development of TCAAP is moving forward and a connecting road to County Road I is being discussed. Mr. Schwerm stated that the northbound and southbound access to I-35 from County Road I is a big issue for the City. The impact to Rice Creek Parkway also needs to be addressed.

### **OTHER ISSUES**

Mayor Martin noted the great success of the conversion of tennis courts to pickleball courts.

The workshop meeting for August 11 will be changed to August 25, 2014, at 4:00 p.m.

The meeting adjourned at 9:30 pm.

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The meeting opened with the Pledge of Allegiance.

**ROLL CALL**

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

**APPROVAL OF AGENDA**

MOTION: by Councilmember Wickstrom, seconded by Councilmember Withhart to approve the July 21, 2014 agenda as submitted.

VOTE:                   Ayes - 5                   Nays - 0

**PROCLAMATIONS AND RECOGNITIONS**

Mayor Martin read the Proclamation for the Night to Unite 2014 on Tuesday, August 5, 2014.

Councilmember Withhart asked for clarification about who to contact to get street barricades for block parties. Mr. Schwerm stated that the City should be called so staff can make sure barricades are put up at requested locations.

**CITIZEN COMMENTS**

**Mr. John Andreozzi**, 157 Bridge Street, stated that he is President of Festa Italiana Minnesota. A celebration of Italian heritage and culture will be held the weekend of August 1-3. Entry and parking are free. Festivities will take place in several locations with shuttle transportation available. All are invited. Mayor Martin will lead the ribbon cutting ceremony at 2:30 p.m., Friday, August 1, 2014.

Mayor Martin noted that detailed information about this event is online at [festaitalianamn.org](http://festaitalianamn.org).

**COUNCIL COMMENTS****Mayor Martin:**

The quiet zones for Canadian Pacific on Lexington and Victoria will be in effect beginning August 6, 2014. The quiet zones on Owasso and Jerrold Streets will take longer to establish due to the extensive construction work that needs to occur before they can be implemented.

The Shoreview Northern Lights Variety Band will be featured at the Concert in the Commons Series on Wednesday, July 23, 2014, at 7:00 p.m.

**Councilmember Quigley:**

A reminder to everyone of the *Slice of Shoreview* on July 25 through July 27. Everyone is welcome.

**Councilmember Johnson:**

As part of *Night to Unite* this year, Ramsey County will be conducting a school drive collection of supplies for children in Ramsey County. Items can be dropped off at the Sheriff's Department August 4 through August 8. Supplies needed are listed on the Sheriff's website.

**Councilmember Wickstrom:**

All are encouraged to participate in the Tour de Trails on Sunday, July 27th, as part of the *Slice*. There are two routes--one is 8 miles; one is 22 miles. The *Tour* begins at 7:30 a.m. Those not registered in advance can register that day.

**Councilmember Withhart:**

The Economic Development Authority (EDA) and Economic Development Commission (EDC) are both seeking to fill vacancies. Information and applications can be obtained at City Hall. The deadline for applications is August 15, 2014.

The Shoreview Community Foundation had a successful evening distributing free ice cream at the Concert in the Commons.

**CONSENT AGENDA**

Item Nos. 1 and 2 were pulled for separate consideration.

MOTION: by Councilmember Wickstrom, seconded by Councilmember Johnson to adopt the Consent Agenda for July 21, 2014, and all relevant resolutions for item Nos. 3 through 8:

3. Receipt of Committee/Commission Minutes:
  - Economic Development Authority, May 5, 2014
  - Economic Development Commission, May 20, 2014
  - Parks and Recreation Commission, May 22, 2014
  - Human Rights Commission, May 28, 2014
  - Economic Development Authority, June 16, 2014
  - Economic Development Commission, June 25, 2014
  - Planning Commission, June 24, 2014



5. **Post-construction Stormwater Management in New Development and Redevelopment:** In 2013, the City installed:
- a stormwater pond for the Target/Red Fox Road area with a sand filter to treat runoff from 17 acres--this replaced an existing undersized pond. This meets all Rice Creek Watershed standards.
  - Sand filters were installed for County Road and Cottage Place.
  - A stormceptor was installed to prevent direct discharge into Shoreview Lake for the Owasso Street Realignment project.
6. **Pollution Prevention/Good Housekeeping for Municipal Operations:** The City regularly inspects, maintains and repairs the City's existing stormwater infrastructure.

A new permit was issued in 2013, and the City has applied for reauthorization.

Mayor Martin noted that the control measures are for less than a 100-year event. She asked if there is a penalty for system failure with mega storms. Mr. Maloney responded that it is a matter of using Best Management Practices to meet standards. There is no penalty if there is a good faith effort to meet the standards.

City Attorney Kelly stated that he has reviewed the Affidavit of Publication and the Notice of Public Hearing has been properly given.

Mayor Martin opened the public hearing. There were no comments or questions.

MOTION: by Councilmember Quigley, seconded by Councilmember Withhart to close the public hearing at 7:30 p.m.

VOTE: Ayes - 5 Nays - 0

MOTION: by Councilmember Withhart, seconded by Councilmember Johnson to direct the Public Works Director to submit the final MS4 Annual Report for 2013 to the Minnesota Pollution Control Agency reflecting the receipt of any comments from the Public Hearing held on July 21, 2014.

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

## **GENERAL BUSINESS**

### **AUTHORIZE VEGETATION REMOVAL ON SNAIL LAKE**

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

The City has received a recommendation (adopted unanimously) from the Snail Lake Improvement District (SLID) Board to assist with vegetation removal on Snail Lake. It is an emergency request. The Ramsey County Sheriff has requested vegetation removal for any emergency access needed to the lake. The high water level has created floating mats of vegetation. The beach is closed due to vegetation. These vegetative mats are damaging docks and shoreline landscaping. The lake level is approximately one foot above the Ordinary High Water (OHW) level.

The estimated cost is \$50,000, which would be included in the annual operating and management budget for SLID. Under the budget formula for SLID, the City would be responsible for 40.8% of the cost; SLID property owners would pay 45.5%, collected through utility bills; and Ramsey County Parks would pay 13.8%. Ramsey County Parks is in favor of the vegetation removal, and the DNR has granted a permit.

Councilmember Withhart asked if the \$50,000 is only to remove vegetation at the boat launch and beach. Mr. Maloney stated that as much vegetation as possible will be removed beyond the boat launch and beach locations.

Councilmember Quigley asked what is done with the vegetation removed. Mr. Maloney stated that most of what is removed is water. He would like to see it piled in one location until all the water is drained out and then see if it can be taken to the compost site.

Councilmember Johnson noted the safety concern also for residents on the lake. Mr. Schwerm added that one of the charges to SLID is navigability of the lake, which is why an emergency meeting was held.

Noting that the County has already taken steps to clear the boat launch, Councilmember Wickstrom asked if the County's cost participation would only be for the boat launch. Mr. Maloney stated that the County will pay its share under the SLID budget formula.

Councilmember Withhart asked how the City would fund its share of the cost. Mr. Schwerm stated that this would be paid from the Surface Water Fund.

Mayor Martin opened the discussion to the public.

**Mr. Tom Olmscheid**, 4262 Snail Lake Boulevard, stated that he owns lakeshore property at 4250 and 4259. This is a safety issue. One bog is approximately 130 feet long. Residents know where these vegetative mats are on the lake, but not the general public.

**Mr. Bob Sawyer**, 4387 Snail Lake Boulevard, stated that he has lived on Snail Lake for 31 years. The bogs are dangerous enough to kill waterskiers. One that is 120 feet long took out his dock and broke his pontoon loose. There are cattails that run 30 feet out from shore. When removal takes place, he would appreciate notification to residents so these vegetative mats can be brought to the beach for removal.

Mayor Martin noted that the cattails now in the lake are not indigenous to the lake and are invasive. She agreed with Mr. Maloney that it would be better to let the vegetation drain and then haul it a short distance rather than having it hauled a long way, which is very expensive.

**MOTION:** by Councilmember Quigley, seconded by Councilmember Johnson to authorize vegetation removal from Snail Lake on behalf of the Snail Lake Improvement District.

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

**ABATEMENT OF PUBLIC NUISANCE - 5435 ST. ALBANS STREET****Presentation by City Planner Kathleen Castle**

The property conditions that represent a public nuisance at this property include outside storage, refuse not removed and an unsecured pool that is not maintained. The property owner of record is J. Gregory Murphy who has entered into a Contract for Deed with Jesse Owens, the resident of the property. Both parties have been notified of the compliance requirements and this abatement hearing.

The Development Code, Section 211.060 stipulates property maintenance compliance requirements. Section 210.010 defines Public Nuisance as a public health issue, which includes refuse, outside storage and accumulation of stagnant water in pools. Mr. Owens has been working to correct the problems. Refuse has been placed in a dumpster. Outside storage has been brought into compliance. Gates have been locked to restrict access to the pool which has been drained. The fence still needs repair. As additional work is needed to address all the issues, staff is seeking an order for abatement. Should the problems not be resolved, the City then has recourse to seek compliance through the District Court without another public hearing.

Councilmember Withhart asked the reason for an alternate motion that takes out the reference to refuse and outside storage issues. Although these issues have been addressed, including them in the motion allows the City to address any recurrence without having to repeat the public hearing process.

Mayor Martin opened the public hearing.

**Mr. Jesse Owens**, 5435 St. Albans Street, apologized to the Council for the condition of his property and not taking care of the problems due to an excessive work load. He told Mr. Murphy that he would clean up the property and agreed that it is his responsibility. He is taking measures to address all of the issues. He understands why this happened and it will not happen again.

Mayor Martin explained that even though the Council will probably order the abatement, the City will not come in if he is making a good faith effort to clean up his property.

Councilmember Withhart cautioned that if the City does do the cleanup, it is expensive because the City contracts for the work to be done and adds administrative costs.

**MOTION:** by Councilmember Withhart, seconded by Councilmember Withhart, to adopt Resolution 14-50 ordering abatement of the public nuisance (pertaining to the unsecured pool, fence enclosure and accumulation of refuse and debris) for the property at 5435 St. Albans Street North.

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

**WEED ABATEMENT--4414 GALTIER STREET AND 5435 ST. ALBANS STREET**

**Presentation by City Planner Kathleen Castle**

The weed abatement request is for two properties at 4414 Galtier Street and 5435 St. Albans Street North. Section 211.060 requires that properties be kept free of noxious weeds and that grass not exceed 9 inches in height. Property owners have been notified of the required corrections needed for compliance and about this hearing.

She noted that the property at 4414 Galtier Street is an unlicensed rental property that may be vacated. There is a history of property maintenance violations, including refuse, parking, outside storage and an accessory structure that does not have a permit. The property on St. Albans is now in compliance.

MOTION: by Councilmember Withhart, seconded by Councilmember Johnson to adopt Resolution No. 14-49, pursuant to Section 210.020(A), approving the abatement of vegetative growth for the properties located at 4414 Galtier Street and 5435 St. Albans Street N. 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 2014 and 2015 growing seasons and to abate any vegetative growth on the property that does not comply with City regulations.

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

**ADJOURNMENT**

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

VOTE: Ayes - 5 Nays - 0

Mayor Martin declared the meeting adjourned.

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

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Terry Schwerm  
City Manager

**CITY OF SHOREVIEW  
MINUTES  
CITY COUNCIL SPECIAL WORKSHOP MEETING  
July 21, 2014**

**CALL TO ORDER**

Mayor Martin called a special workshop meeting of the Shoreview City Council to order at 8:15 p.m. on July 21, 2014.

**ROLL CALL**

The following attended the meeting:

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

Councilmember Johnson was absent.

Staff: Terry Schwerm, City Manager  
Fred Espe, Finance Director  
Rebecca Olson, Assistant to City Manager

City's Audit Firm  
MMKR: Aaron Nielsen, Assistant Director

**REVIEW OF ANNUAL FINANCIAL REPORT AND MANAGEMENT**

Mr. Nielsen stated that he is pleased to meet with the Council and review the audit summary. Each year the Mayor and City Manager are interviewed as part of the audit process to discuss any concerns. No concerns have been identified by staff or his audit firm.

Three documents are produced every year and submitted to the city: 1) Audit Opinion; 2) Compliance Manual Letter and results of testing; and 3) Audit Management Report.

In the Audit Summary, an unmodified opinion has been issued showing that the City's finances are fairly presented in accordance with generally accepted accounting principles. There were no findings for follow-up in any areas tested according to the Minnesota League of Compliance. One change occurred this year with the implementation of GASPE Standard 65. This is a change in some formatting and was accomplished with no issues.

The City's taxable market value has been declining and decreased 6.4 percent for taxes payable in 2013. Mr. Schwerm noted that there will be an increase next year and a bigger jump for numbers in 2015 that will be seen in 2016. Values are up Citywide by as much as 9% to 10% in some areas.

Councilmember Quigley asked about tax rate comparisons. Mr. Schwerm stated that Shoreview's tax rate has increased slightly more than other cities because the Council has focused on capital replacements for streets, buildings and equipment. Often these are areas cities cut for savings.

Mayor Martin asked if the change to the biennial budget has impacted the auditing process. Mr. Nielsen stated that there is little impact to the audit because the focus is on the numbers presented for the year being audited.

Councilmember Withhart asked if there would be any specific recommendations on the Parks and Recreation Department funds because of the amount of movement and money handled. Mr. Nielsen responded that the audit does not review how departments use funds. It is noted that the Parks and Recreation Department is well above the average, which is attributed to an active Community Center. Mr. Espe added that when meeting with the auditors, department transactions are reviewed. Mr. Nielsen stated that transaction tests are conducted which showed no concerns. Mr. Schwerm stated that periodically a focus is requested specifically on the service desk where a lot of cash handling occurs.

Councilmember Quigley asked about evaluation of the management of fund balances. Mr. Nielsen stated that the City's fund balance policies are in line with the State Auditor's Office guidelines. The threshold of 35% to 50% is used in the State Auditor's Office because of the timing of tax receipts by cities. Shoreview is stable and has consistently maintained a 50% policy, which is also important to bond rating agencies.

Mr. Nielsen referred to the Management Report, table of reconciliation of total governmental funds with the exception of enterprise funds. Two reconciliations are provided. One shows the components of the fund balance with various restrictions. The second is of the major and non-major funds. There has been an increase in restricted resources and a decrease in the unassigned and assigned fund balance for a net change in all governmental funds of approximately \$107,000. This reflects the City's significant investment in construction activity this past year. The increases in restricted categories reflect refunding proceeds that are being held and will be used to refund bonds in the future. Mr. Espe added that the advanced refunding will be completed by 2015 and saved the City close to a quarter of a million dollars on future debt service.

Mr. Nielsen stated that per capita expense shows a significant increase in intergovernmental revenue due to joint projects with other governments and agencies. Mr. Espe stated that for joint projects both the expenses and revenue are recorded in the City's financial statements. Mr. Nielsen noted that the "Other" category which shows a negative reflects the significant change in market value adjustment.

Mr. Nielsen noted that the biggest jump in current expenditures per capita is in street maintenance. Mr. Espe explained that the biggest expenditures were County Road D with Roseville where the City paid the costs and was then reimbursed by Roseville and Ramsey County. The costs are shown, but the City cannot show the complete capitalized asset as a City asset because a portion of the street is not under City jurisdiction. The same happened with the

Owasso Street project. They are shown as current expenditures. Mr. Schwerm noted that with the County Road D project, Red Fox Road, Owasso Street and County Road E projects in addition to the normal street renewal projects, 2013 was one of the biggest years for road projects in the City's history.

Mr. Nielsen added that the capital outlay reflects the big expenditures for streets going from a \$54 level to \$273.

Mayor Martin expressed particular pleasure in noting the following about debt service per capita: "Debt service per capita in Shoreview is well below the state average due to the status of the City's infrastructure and stage of development. The City's preparation of a comprehensive infrastructure replacement plan and a five-year capital improvement program has allowed management to plan the long-term financing of future projects using a combined strategy of available financial resources and debt issuance. This, in turn, has reduced the amount of debt related financing, also limiting the level of per capita debt service expenditures."

Mr. Nielsen stated that in comparing Shoreview to other cities of 25,000 to 100,000 in population, the average debt expenditure per capita is \$142, and Shoreview is at \$73 per capita.

Mayor Martin noted that the overall debt is impacted by the property the City owns from MnDOT at I-694 and Rice Street. Mr. Espe stated that the other factor impacting tax value is the remaining 2014/2015 refunding bonds. Mr. Schwerm stated that the money is being held in escrow for those refunds, but it shows as a debt service.

Mr. Nielsen stated that the City's Fund Balance Policy has been keeping the General Fund balance level as long as the City is building and growing. The General Fund revenue shows \$9.3 million, which was 8.1% over the final budget as a result of the activity in licenses, permits, intergovernmental projects and charges for services. Expenditures were at \$8.8 million, 1.3% over the final budget. He noted the pass-through of approximately \$200,000 in State Fire Aid resulted in the expenditures being slightly above budget. Without these factors, revenues would have been closer to budget and expenditures would have been under budget. Mr. Schwerm stated that charges for services relate to the engineering and administrative services for the many road projects is significantly higher because of the number of road projects that were done. He would expect that number to be closer to our long-term average in 2014 with fewer projects.

Mr. Nielsen noted that the public safety over budget correlates with the intergovernmental over revenue, which is the pass-through State Fire Aid. Property taxes make up 72% of the General Fund expenditures. Public safety is the major expense and the increase shows the pass-through of State Fire Aid funds.

Mr. Nielsen noted a table of special revenue funds, the Community Center Fund, Parks and Recreation Fund. The Community Center added \$59,000 to its fund balance which is \$23,000 less than projected in the final budget. The recreation program fund balance of \$113,000 is \$14,000 more than projected in the budget. Both these funds are impacted by the loss in investment earnings. Mr. Espe explained that the loss is not a realized loss but a paper loss at a

particular date in time. If the investments are held to maturity, the City will always get back the principal and interest earnings. City investments are mainly in treasuries, agencies, municipal bonds and some CDs. Mr. Schwerm added that City investments are restricted by state guidelines.

### **OTHER ISSUES**

#### **Citizen of the Year**

Mr. Schwerm stated that nominations for Citizen of the Year will be solicited through the City's website, message board and local papers. The Volunteer Dinner is scheduled in November.

Councilmember Quigley stated that that there are many people who would like to volunteer in a meaningful way but do not know how to get involved.

Mayor Martin agreed and noted a study done by the Shoreview Community Foundation received a grant from the St. Paul Foundation to do a needs assessment. The results are very interesting in that they closely correspond to the results of the Community Survey. It also showed that there are people who would like to volunteer in a meaningful way and do not know how to get connected. The Council discussed a number of possible ways to attract volunteers and to inform the public about volunteer opportunities.

#### **Employee Recognition**

Mayor Martin stated that the New Employee Recognition is August 27, 2014.

#### **Cable TV Update**

Mr. Schwerm reported that member mayors appear to recognize the need for changes. A meeting is scheduled for August 11, 2014. What is being proposed is a new joint powers agreement. It is being proposed that member cities appoint an elected official to serve on the Cable Commission Board. A separate city manager operating committee will be formed. The Commission would meet perhaps quarterly. The operating committee would meet prior to board meetings to make recommendations. According to Commission Attorney Mike Bradley, negotiations are close to agreement with Comcast on a franchise document. The remaining issue is PEG fees and operating costs.

The meeting adjourned at 9:15 pm.

## MOTION SHEET

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

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

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

Date	Description	Amount
07/22/14	Accounts payable	\$3,269.24
07/22/14	Accounts payable	\$35,154.38
07/24/14	Accounts payable	\$169,924.38
07/29/14	Accounts payable	\$83,383.10
07/31/14	Accounts payable	\$101,691.64
08/04/14	Accounts payable	\$87,030.36
	<b>Sub-total Accounts Payable</b>	<b>\$ 480,453.10</b>
07/25/14	Payroll 127024 to 127090 968107 to 968339	\$184,983.20
	<b>Sub-total Payroll</b>	
	<b>TOTAL</b>	<b>\$ 665,436.30</b>

ROLL CALL:	AYES	NAYS
Johnson		
Quigley		
Wickstrom		
Withhart		
Martin		

08/04/14

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
REDZONE ROBOTICS INC	SANITARY SEWER LINE INVENTORY/INSPECTION	602	45550	3190		004	-\$121,939.00	-\$121,939.00
ARC SERVICES INC	REPAIR OF RAILING IN POOL	220	43800	3810		007	\$459.94	\$459.94
BAILEY, JEREMY	PADLOCKS - PICKLEBALL STORAGE BOX	225	43510	2170		020	\$14.22	\$14.22
BEISSWENGERS HARDWARE	REPAI SUPPLIES CC	220	43800	2240		001	\$13.44	\$13.44
COMMERCIAL FURNITURE SERVICES	KEYS CUT	220	43800	2240		001	\$24.00	\$24.00
DAVIS LOCK & SAFE	KEY STORAGE BOX AND EXTRA KEYS	225	43510	2170		020	\$36.25	\$36.25
GRAINGER, INC.	LAMP, BATTERY, HACK SAW	220	43800	2240		001	\$204.63	\$204.63
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	\$16.31	\$16.31
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	\$15.46	\$15.46
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
HORIZON COMMERCIAL POOL SUPPLY	WHIRLPOOL FILTER MATERIAL	220	43800	2240		003	\$144.46	\$144.46
LEXINGTON SHORES LLC	LEX SHORES TIF NOTE PAYMENT FIRST HALF	417	48600	6120			\$50,260.11	\$50,260.11
MCHUGH, DAN	LACROSSE & SNAG GOLF CAMPS (JULY 14-18)	225	43510	3190		012	\$1,420.00	\$1,420.00
OMEGA EVENT SERVICES	BIKE AND TRAILS SLICE TENT	101	42050	3190			\$173.45	\$173.45
OMEGA EVENT SERVICES	EQC SLICE BOOTH TENT RENTAL	101	42050	3190			\$173.45	\$173.45
PLUMBMASTER, INC	SLOAN OPTIMA FAUCET	220	43800	2240		003	\$1,349.01	\$1,349.01
RICOH USA, INC.	LEASE: MPC3003 C84066191	101	40200	3930		002	\$273.62	
SHORT ELLIOTT HENDRICKSON, INC	OWASSO - VICTORIA - E CONSTRUCTION	571	47000	5910			\$14,165.52	
STOWELL, DON	SOUND FOR SLICE OF SHOREVIEW	270	40250	3190		003	\$2,400.00	\$2,400.00
TDS METROCOM	TELEPHONE SERVICES	101	40200	3210		003	\$1,104.75	\$1,384.35
		101	43710	3210			\$245.40	
		601	45050	3210			\$34.20	
WELLS FARGO BANK MN, NAT'L ASS	TCCH TIF NOTE PAYMENT FIRST HALF	305	48600	6020			\$52,391.97	\$52,391.97
WIMACTEL INC.	PAYPHONE TELEPHONE	101	40200	3210		001	\$60.00	\$60.00
YOUR HOME IMPROVEMENT	REFUND FOR COMMERCIAL BOOTH FOR SLICE	270	34900			307	\$150.00	\$150.00
							Total of all invoices:	\$3,269.24

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
AV NOW.COM	FITNESS STUDIO REPLACEMENT MICROPHONES	225	43530	2170		003	-\$523.38	-\$523.38
ARNOLD, JULIA	SOCCER LEA (4 YRS-K)	220	22040				\$57.00	\$57.00
AV NOW, INC	FITNESS STUDIO REPLACEMENT MICROPHONES	225	43530	2170		003	\$523.38	\$523.38
BARDAL, MELISSA	PARKING REIMBURSEMENT	101	42050	3270			\$6.00	
FORD, MALENE	SOCCER LEA (GRD 1&2)	220	22040				\$47.00	\$47.00
KING, APRIL	PASS REFUND	220	22040				\$289.19	\$289.19
MENARDS CASHWAY LUMBER *MAPLEW	BOARDS TO STAKE DOWN BOGS	603	45850	2180		002	\$94.50	\$94.50
MINNESOTA METRO NORTH TOURISM	JUNE 2014 HOTEL/MOTEL TAX	101	22079				\$26,431.98	\$25,110.38
		101	38420				-\$1,321.60	
MINNESOTA UC FUND	UNEMPLOYMENT COMPENSATION: 2ND QTR	220	43800	1420			\$13.87	
		225	43535	1420			\$501.12	\$514.99
NELSON, NORMAN	SOCCER LEA (GRD 5&6)	220	22040				\$57.00	\$57.00
NIGRO, JOE	REIMBURSEMENT FOR MAILBOX REPAIRS	101	42200	2181		003	\$50.00	
NORTHERN ELECTRICAL CONTRACTOR	REPAIRS TO ELECTRIC IN CC	220	43800	3810		003	\$219.70	\$219.70
OLSON, EARL	REIMBURSEMENT FOR MAIL BOX REPAIRS	101	42200	2181		003	\$50.00	\$50.00
OMEGA EVENT SERVICES	BIKE AND TRAILS SLICE TENT	101	42050	3190			\$173.45	\$173.45
ORKIN EXTERMINATING CO INC.	PEST CONTROL LARSON HOUSE	101	40800	3190			\$81.33	\$81.33
SICK, KATE	REIMBURSEMENT FOR MAILBOX REPAIRS	101	42200	2181		003	\$50.00	\$50.00
TOMLIN, JAMES	REIMBURSEMENT FOR MAILBOX REPAIR	101	42200	2181		003	\$50.00	\$50.00
U S BANK/REVTRAK	JUNE 2014 CREDIT CARD FEES	101	44300	4890		001	\$328.74	\$8,117.84
		220	43800	4890		002	\$2,623.65	
		225	43400	4890			\$4,912.32	
		601	45050	4890		003	\$126.56	
		602	45550	4890		003	\$126.57	
UNITED STATES TREASURY	HEALTH CARE REFORM PECOR FEE 2ND QTR	101	40210	4890		001	\$186.00	\$186.00
							Total of all invoices:	\$35,154.38
								=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
BWBR ARCHITECTS	ARCHITECTS FEES CARPET PROJECT	405	43800	3810				-\$1,605.67	-\$1,605.67
BANDT, CARLY	SOCCER REF JULY 8,9,15,16,17	225	43510	3190		007		\$160.00	\$160.00
BREEZY POINT RESORT	HSEM GOVERNORS CONFERENCE FOR DAN C.	101	42050	4500				\$585.00	\$585.00
BRETTNER, JULIE	SLICE STIPEND 2014	270	40250	3190		006		\$600.00	\$600.00
BROWN, RAYMOND	SOFTBALL UMPIRE JULY 8	225	43510	3190		001		\$48.00	\$48.00
BUILDING CONCEPTS AND DESIGN	EROSION RED 5131 ALAMEDA ST RES 14-51	101	22030					\$2,000.00	\$2,000.00
BWBR ARCHITECTS	ARCHITECTS FEES CARPET PROJECT	405	43800	3810				\$1,605.67	\$1,605.67
CANADIAN PACIFIC RAILWAY COMPA	RENTAL FEE-TRAIL PEDESTRIAN BRIDGE	101	43450	3190				\$300.00	\$300.00
CBIZ BENEFITS & INSURANCE SVC,	GASB 45 ACTUARIAL VALUATION 2013	101	40500	3190		001		\$1,650.00	\$3,750.00
		601	45050	3010				\$1,050.00	
		602	45550	3010				\$1,050.00	
COMMISSIONER OF REVENUE- WH TA	WITHHOLDING TAX - PAYDATE 07-25-14	101	21720					\$10,428.15	
COMMUNITY HEALTH CHARITIES - M	EMPLOYEE CONTRIBUTIONS: 07-25-14	101	20420					\$134.75	\$134.75
ELVIDGE, RYAN	SOCCER REF JULY 8,9,10,15,16	225	43510	3190		007		\$180.00	\$180.00
ENGLE, LINDA	SLICE STIPEND 2014	270	40250	3190		006		\$200.00	\$200.00
ENGLE, ROBERT	SLICE STIPEND 2014	270	40250	3190		006		\$300.00	\$300.00
FIRST STUDENT, INC	JULY 9 & JULY 11 FIELD TRIP BUS COST	225	43590	3175		002		\$462.50	\$1,442.50
		225	43535	3190		003		\$980.00	
FLUID INTERIORS, LLC	FOLDING CHAIRS FOR MEETING ROOMS	220	43800	2240		001		\$700.00	
FOREST LAKE CONTRACTING INC.	HWY 96 SEWER INSPECT/REPAIR CP 14-07	602	45550	3190				\$10,827.24	
GALLOP, STEVE	SLICE STIPEND 2014	270	40250	3190		006		\$1,000.00	\$1,000.00
GENESIS EMPLOYEE BENEFITS, INC	VEBA CONTRIBUTIONS: 07-25-14	101	20418					\$5,730.00	\$5,730.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 07-25-14	101	20431					\$71.66	\$71.66
HILL, NICOLE	EDC MEETING SUPPLIES	240	44400	2180				\$25.64	\$25.64
HOFFARD, THERESA	MILEAGE REIMBURSEMENT	101	40200	4890				\$29.12	\$29.12
ICMA/VANTAGEPOINT TRANSFER-300	EMPLOYEE CONTRIBUTIONS PAYDATE: 07-25-14	101	21750					\$6,652.24	\$6,652.24
ICMA/VANTAGEPOINT TRANSFER-705	ROTH CONTRIBUTIONS: 07-25-14	101	20430					\$705.00	\$705.00
JEWELL, TED W.	SOFTBALL UMPIRE JULY 9,10,16,17	225	43510	3190		001		\$192.00	\$192.00
LAKE JOHANNA FIRE DEPT	IRRIGATION REPAIR OWASSO CP 09-12	571	47000	5950				\$323.20	\$323.20
MALIKOWSKI, RODNEY P.	SOFTBALL UMPIRE JULY 10 & 17	225	43510	3190		001		\$96.00	\$96.00
MATHESON TRI-GAS INC	CO2 DELIVERY	220	43800	2160		002		\$96.44	\$96.44
MENARDS CASHWAY LUMBER **FRIDL	FENCE POST FOR VALVES	601	45050	2280		004		\$71.80	\$71.80
MINNESOTA CHILD SUPPORT PAYMEN	PAYDATE: 07-25-14	101	20435					\$137.00	
MINNESOTA ENVIRONMENTAL FUND	MN ENVIRONMENTAL EMPL CONTRIB: 07-25-14	101	20420					\$35.00	\$35.00
MRPA	ATTN: TROY -COED STATE ENTRY (LEXINGTON)	225	43510	3190		001		\$170.00	\$170.00
OLS RESTORATION INC.	PAINT ST LIGHTS AROUND PAVILION ARERA	604	42600	3810				\$2,450.00	\$2,450.00
OWL ENGINEERING & EMC TEST LAB	AT&T RF STUDIES	601	22015					\$1,500.00	\$1,500.00
PIPER, STEVE	SLICE MARKETING STIPEND 2014	270	40250	3190		006		\$1,800.00	\$1,800.00
PLUG'N PAY TECHNOLOGIES INC.	JUN/ECOMM/CC FEES	220	43800	4890		002		\$.40	\$33.82
		225	43400	4890				\$33.42	
PLUG'N PAY TECHNOLOGIES INC.	JUN/RETAIL/CC FEES	220	43800	4890		002		\$126.98	
		225	43400	4890				\$196.95	\$323.93
PMA FINANCIAL NETWORK, INC	MAY 2014 BANK FEES	101	40500	4890		004		\$126.72	
PORTER, DANIEL	SOFTBALL UMPIRE JULY 7 & 14	225	43510	3190		001		\$72.00	\$72.00
PUBLIC EMPLOYEES RETIREMENT AS	PERA DEFINED CONTRIBUTION: 07-25-14	101	21740					\$246.10	\$246.10
PUBLIC EMPLOYEES RETIREMENT AS	EMPL/EMPLOYER CONTRIBUTIONS: 07-25-14	101	21740					\$27,730.30	\$27,730.30
RAMSEY CONSERVATION DISTRICT	EROSION AND SEDIMENT CONTROL INSPECTION	603	45850	3190				\$1,347.55	\$1,347.55
RUGRODEN, JOHN L.	SOFTBALL UMPIRE JULY 9 & 16	225	43510	3190		001		\$96.00	\$96.00
RUSTAD, DAN	SLICE STIPEND 2014	270	40250	3190		006		\$300.00	\$300.00
RUSTAD, MARY	SLICE STIPEND 2014	270	40250	3190		006		\$300.00	\$300.00
SAARION, CARL	SOFTBALL UMPIRE JULY 8 & 15	225	43510	3190		001		\$96.00	\$96.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
SAM'S CLUB DIRECT	500 CARDS/SUMMER DISCOVERY SNACK	225	43535	2170		004	\$249.50	\$281.59
		225	43590	2174		002	\$32.09	
SHORT ELLIOTT HENDRICKSON, INC	RR QUIET ZONE STUDY	101	42050	3190			\$2,567.87	\$2,567.87
SIGNATURE LIGHTING INC	ST LIGHT REPAIR 195 WENDY CT	604	42600	3810		002	\$1,025.54	\$1,025.54
SIGNATURE LIGHTING INC	INS CLAIM: STREET LIGHT PARK OVERLOOK	260	47400	4340			\$1,474.55	\$1,474.55
SOUTHWIND BUILDERS	EROS/REMOVALS 5165 ST ALBANS RES 14-51	101	22030				\$1,000.00	\$1,500.00
		101	22020				\$500.00	
TAHO SPORTSWEAR, INC.	TOUR DE TRAILS TSHIRTS 2014 SLICE	101	43450	2250			\$1,111.00	
TEKAUTZ, TIMOTHY	SOFTBALL UMPIRE JULY 8 & 15	225	43510	3190		001	\$96.00	
TREASURY, DEPARTMENT OF	FEDERAL WITHHOLDING TAX: 7-25-14	101	21710				\$24,653.13	\$64,856.35
		101	21730				\$32,569.52	
		101	21735				\$7,633.70	
UNITED STATES BUSINESS PRINTIN	SAPC - NAME BADGES (2ND ORDER)	225	43510	2170		020	\$260.54	\$260.54
UNITED WAY - GREATER TWIN CITI	EMPLOYEE CONTRIBUTIONS: 07-25-14	101	20420				\$58.00	
VANCO SERVICES	JUNE FITNESS INCENTIVE PROCESSING FEE	220	43800	3190		003	\$121.50	\$121.50
VERIZON WIRELESS	CELL PHONE SERVICE-JUNE 11-JULY 10, 2014	101	44300	3190			\$35.00	\$812.99
		601	45050	3190			\$366.00	
		101	40200	3210		002	\$411.99	
XCEL ENERGY	STREET LIGHTS: ELECTRIC	604	42600	3610			\$12,345.29	
Total of all invoices:							\$169,924.38	=====

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ANCOM COMMUNICATIONS INC	RADIOS FOR SLICE	270	40250	3950		004		\$356.72	\$356.72
C & E HARDWARE	LOCK FOR POOL CABINET - FIT PUNCH CARDS	225	43530	2170		002		\$13.99	\$13.99
C & E HARDWARE	WRENCH & SCREW DRIVER	225	43510	2170		020		\$9.98	\$9.98
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002		\$1,406.50	\$1,406.50
CKC GOOD FOOD	SUMMER DISCOVERY LUNCHES	225	43535	3190		002		\$1,360.76	\$1,360.76
FAST SIGNS INTERNATIONAL, INC.	SPONSOR AND SCHEDULE SIGNS	270	40250	4890		002		\$712.65	\$712.65
FAST SIGNS INTERNATIONAL, INC.	PARADE SIGNS FOR SLICE	270	40250	4890		002		\$153.07	\$153.07
FERGUSON WATERWORKS #2516	VALVE BOX TOP SECTIONS	601	45050	2280		004		\$1,187.64	\$1,187.64
FIRST STUDENT, INC	JULY 16 & JULY 18 FIELD TRIP BUS COST	225	43590	3175		002		\$325.00	\$1,325.00
		225	43535	3190		003		\$1,000.00	
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.38	\$15.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.38	\$15.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.26	\$16.26
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$16.26	\$16.26
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.38	\$15.38
GRANDMA'S BAKERY	BAKERY FOR RESALE - WAVE CAFE	220	43800	2590		001		\$15.37	\$15.37
GRANDMA'S BAKERY	BIRTHDAY CAKES FOR RESALE	220	43800	2591		001		\$19.99	\$19.99
GRILL, CHARLES	TABLES FOR PUBLIC WORKS	101	42050	2010				\$113.77	\$113.77
HEGGIE'S PIZZA LLC	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$315.00	\$315.00
J & J CONTRACTING	WELL PUMP REMOVAL 3339 VICTORIA ST	307	44100	4890				\$125.00	\$125.00
KELLY & LEMMONS, P.A.	JUNE 2014 LEGAL FEES	101	40600	3020				\$2,882.44	\$9,877.49
		101	40600	3030				\$4,434.05	
		101	40600	3040				\$2,429.00	
		576	47000	5930				\$132.00	
MATHESON TRI-GAS INC	CO2	220	43800	2160		002		\$69.66	\$69.66
MIDWEST FENCE	BUILDING PERMIT REFUND	101	32500					\$28.00	\$33.00
		101	20802					\$5.00	
MONTGOMERY, TIMOTHY J	CLOWN AND BALLOON SCULPTER FOR SLICE	270	40250	3190		002		\$195.00	\$195.00
MPL SPECIALTIES	TROPHIES FOR CAR SHOW	270	40250	4890		001		\$268.50	
NORTHERN STAR COUNCIL/BSA	SUMMER DISCOVERY FIELD TRIP	225	43535	3190		001		\$645.00	\$645.00
NORTHLAND CAPITAL FINANCIAL SE	FITNESS EQUIPMENT LEASE-JULY 2014	220	43800	3960		005		\$1,388.62	\$1,388.62
OMEGA EVENT SERVICES	REMAINING BALANCE FOR TENT/TABLES SLICE	270	40250	3950		005		\$796.90	\$796.90
ON CALL SERVICES INC	ADDING ROOF ACCESS PANEL PLAYGROUND	220	43800	3810		006		\$325.00	\$325.00
RUM RIVER CONTRACTING	2014 TRAIL & REHAB CP#14-05 PYMNT #1	445	47000	5900				\$60,931.30	\$60,931.30
SAM'S CLUB DIRECT	PARADE SUPPLIES FOR HRC/MAINTENANCE CENT	101	40200	4890		001		\$213.82	\$213.82
WATSON COMPANY	WAVE CAFE FOOD FOR RESALE	220	43800	2590		001		\$1,292.62	\$1,444.71
		220	43800	2591		003		\$152.09	

Total of all invoices: \$83,383.10

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## COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
SOUTHWIND BUILDERS	EROS/REMOVALS 5165 ST ALBANS RES 14-51	101	22030					-\$1,000.00	-\$1,500.00
		101	22020					-\$500.00	
A & L SUPERIOR SOD, INC	SOD	601	45050	2280		001		\$13.20	
ABM EQUIPMENT & SUPPLY INC	306A VAC-CON	701	46500	2220		001		\$299.13	\$299.13
AMAZON.COM	PROJECTOR LAMP REPLACEMENT	101	40550	2010		001		\$76.97	\$76.97
AMERICAN FENCE & SUPPLY COMPAN	FENCE CAPS FOR BUCHER PARK	101	43710	2240				\$35.02	\$35.02
AMERICAN RED CROSS-HEALTH & SA	RED CROSS LIFEGUARD TRAINING	220	43800	4500				\$315.00	\$315.00
AMERICAN RED CROSS-HEALTH & SA	SUMMER DISCOVERY CPR/FIRST AID CERT.	225	43535	2170		002		\$280.00	\$280.00
AMERICAN RED CROSS-HEALTH & SA	SUMMER DISCOVERY CPR/FIRST AID CERT.	225	43535	2170		002		\$105.00	\$105.00
AMERICAN RED CROSS-HEALTH & SA	SUMMER DISCOVERY CPR/FIRST AID CERT.	225	43535	2170		002		\$245.00	\$245.00
AMERICAN RED CROSS-HEALTH & SA	SUMMER DISCOVERY CPR/FIRST AID CERT.	225	43535	2170		002		\$350.00	\$350.00
AMERICAN RED CROSS-HEALTH & SA	SUMMER DISCOVERY CPR/FIRST AID CERT.	225	43535	2170		002		\$315.00	\$315.00
AMSAN BRISSMAN KENNEDY	PAPER TOWELS/FLOOR CLEANER/KLEENEX	220	43800	2110				\$1,623.16	\$1,623.16
AMSAN BRISSMAN KENNEDY	CORD AND TERMINAL ASSEMBLY	220	43800	2240		001		\$25.00	\$25.00
AMSAN BRISSMAN KENNEDY	CORD AND TERMINAL ASSEMBLY	220	43800	3890				\$113.00	\$113.00
AMSAN BRISSMAN KENNEDY	BATH TISSUE/CAN LINER/FOAM SOAP	220	43800	2110				\$423.20	\$423.20
ANDERSON, BRAD	SOFTBALL (MON COREC)	220	22040					\$395.00	\$395.00
ARMSTRONG, CHRIS	PASS REFUND	220	22040					\$20.00	\$20.00
ASSURANT ADMINISTRATIVE OFFICE	LONG TERM DISABILITY: AUG 2014	101	20412					\$1,905.91	\$1,905.91
BARNES & NOBLE.COM	EBOOK FOR TIM ON NETWORK SOFTWARE	101	40550	4350		001		\$27.31	\$27.31
BDI	TORO GEAR BOX	701	46500	2220		002		\$14.54	\$14.54
BDI	TORO GEARBOX	701	46500	2220		002		\$43.16	\$43.16
BEISSWENGERS HARDWARE	SLICE CARPET STAKES	101	42200	2180		001		\$21.16	\$21.16
BLANK-DOOR HANGERS.COM	BLANK DOOR HANGERS	101	43900	2180				\$83.65	\$83.65
BONDE, JOANN	AQUATICS - FRAN	220	22040					\$152.00	\$152.00
C & E HARDWARE	CB'S	603	45850	2180		001		\$18.97	\$18.97
COMCAST.COM	MODEM 2 INTERNET CHARGE	230	40900	3190		002		\$129.85	\$129.85
COMCAST.COM	COMPLEX STAFF INTERNET SERVICES	230	40900	3190		002		\$94.85	\$94.85
DELTA DENTAL	DENTAL COVERAGE: AUG 2014	101	20415					\$6,910.46	\$7,227.31
		101	20411					\$316.85	
DIAMOND VOGEL PAINT	CROSSWALK PAINT	101	42200	2180		004		\$248.59	\$248.59
DISPLAYS 2 GO.COM	SIGN STANDS/DISPLAYS	220	43800	2201				\$256.08	\$256.08
DURDLE, KAROL	SOCCER LEA (GRD 7&8)	220	22040					\$62.00	\$62.00
EPA SALES.COM	SEWER JETTING PARTS	602	45550	2280		001		\$258.77	\$258.77
EPISCOPAL CHURCH, CHRIST	FACILITY REFUND	220	22040					\$19.04	\$19.04
FIRST STUDENT, INC	JULY 23 & JULY 25 FIELD TRIP BUS COST	225	43590	3175		002		\$375.00	\$1,475.00
		225	43535	3190		003		\$1,100.00	
FLAHERTY'S ARDEN BOWL	STRIKERS BOWLING CAMP (SUMMER SESSION)	225	43510	3190		013		\$126.00	\$126.00
FONTALROY, NICOLE	FACILITY REFUND	220	22040					\$25.00	\$25.00
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		001		\$17.00	\$17.00
GAS PLUS INC.	PREMIUM FUEL	701	46500	2120		003		\$174.00	\$174.00
GENESIS EMPLOYEE BENEFITS, INC	FLEX - MED/DEPENDENT CARE 08-01-14	101	20431					\$440.53	
GERTENS WHOLESALE	PLANTS FOR LAKE JUDY PARK SIGN	101	43710	2260				\$275.00	\$275.00
GOVERNMENT FINANCE OFFICERS AS	TRAINING: SEC MUNICIPAL ADVISOR/MALONEY	101	40500	4500		012		\$25.00	\$25.00
GOVERNMENT FINANCE OFFICERS AS	CREDIT FOR NATIONAL CONFERENCE: MALONEY	101	40500	4500		015		-\$100.00	-\$100.00
GRAHAM, JEN	FACILITY REFUND	220	22040					\$25.00	\$25.00
GRUNDHAUSER, GARY	PASS REFUND	220	22040					\$180.00	\$180.00
HER, GOAL	FACILITY REFUND	220	22040					\$25.00	\$25.00
IHG, IHG	FACILITY REFUND	220	22040					\$50.00	\$50.00
ISANTI COMMUNITY ED, CAMBRIDGE	FACILITY REFUND	220	22040					\$80.96	\$80.96
JYTYLA, STEVE	AQUATICS - LEVEL 4	220	22040					\$68.00	\$68.00

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
KELLER-MALENFANT, JANE	ACTIVITY REFUND	220	22040					\$13.00	\$13.00
LAKE JOHANNA FIRE DEPT	IRRIGATION REPAIR VICTORIA CP 09-12	571	47000	5950				\$245.60	\$245.60
LASCH, TESS	FACILITY REFUND	220	22040					\$25.00	\$25.00
LEEANN CHIN.COM	EDA WORKSHOP MEETING SUPPLIES	240	44400	2180		001		\$58.05	\$58.05
MAC QUEEN EQUIPMENT INC.	S1 SWEEPER	701	46500	2220		002		\$205.03	\$205.03
MENARDS CASHWAY LUMBER **FRIDL	ORBITAL RECIPSAW	701	46500	2400		003		\$64.50	\$142.97
		701	46500	2400		004		\$64.50	
		602	45550	2282		001		\$13.97	
MEYER, CAROLYN	REIMBURSEMENT/SUMMER DISCOVERY SUPPLIES	225	43535	2170		001		\$257.45	\$257.45
MIDWEST SPECIAL SERVICES, INC	CC CLEANING	220	43800	3190		002		\$86.25	\$86.25
MINNESOTA ASSOCIATION OF	WRITING FOR THE WEB: ANDERSON, C	101	40400	4500		002		\$30.00	\$30.00
MOORE, RILEY	PASS REFUND	220	22040					\$100.00	\$100.00
MOVING EQUIPMENT RENTAL INC.	MOVING EQUIPMENT FINAL CHARGES	101	40200	5700				\$56.25	\$56.25
MRPA	ATTN: TROY -MEN'S E STATE ENTRY (CHIEFS)	225	43510	3190		001		\$170.00	\$170.00
NCPERS MINNESOTA	PERA LIFE INSURANCE: AUGUST 2014	101	20413					\$208.00	
NEWMAN SIGNS	CROSSWALK STENCIL	101	42200	2180		004		\$256.82	\$256.82
NGUYEN, EMILY	FACILITY REFUND	220	22040					\$44.36	\$44.36
NORTHERN TOOL AND EQUIPMENT CO	WINCHES WITH STRAPS	101	43710	2240				\$57.83	\$57.83
ORIENTAL TRADING COMPANY	ADVENTURE QUEST SUPPLIES	225	43590	2175		001		\$33.98	\$33.98
ORIENTAL TRADING COMPANY	ADVENTURE QUEST CARNIVAL SUPPLIES	225	43590	2175		001		\$885.65	\$885.65
PETERSON, PHILIP	FACILITY REFUND	220	22040					\$50.00	\$50.00
PLUMBMASTER, INC	FLEX SS KIT/LAV SUPPLY	220	43800	2240		003		\$125.05	\$125.05
RAMSEY COUNTY	SERVICE EMER PREEMPT ON SIGNALS JAN-JUN	101	42200	3190		003		\$129.37	\$129.37
REAL NVC.COM	RENEW VNC LICENSES FOR SCADA SYSTEM	101	40550	2180		002		\$57.01	\$57.01
RICE, JOSHUA	FACILITY REFUND	220	22040					\$300.00	\$300.00
SAM'S CLUB DIRECT	SUMMER DISCOVERY SNACK	225	43535	2170		004		\$1,474.00	\$1,474.00
SCHARBER & SONS	LANDPRIDE 16' MOWER	701	46500	2220		002		\$167.24	\$167.24
SCHLOMKA SERVICES, LLC	PUMP TO LIFT STATION	602	45550	3190		003		\$487.50	\$487.50
SCREEN SURGEONS LLC	SCREEN REPLACEMENT FOR CHROMEBOOK	101	40550	2010		001		\$67.00	\$67.00
SIGNATURE LIGHTING INC	ST LIGHT POLES FOR CONST PROJECTS	604	42600	3810				\$7,525.00	\$63,210.00
		604	42600	5300				\$37,625.00	
		576	47000	5950				\$18,060.00	
SKOW, ARNOLD	PASS REFUND	220	22040					\$598.44	\$598.44
SPORTS AUTHORITY	TENNIS BALLS	225	43510	2170		015		\$188.28	\$188.28
SUSPENDED AQUATIC MENTOR INC.	FIRST AID FANNY PACKS	225	43510	2170		007		\$139.00	\$139.00
T.A. SCHIFSKY & SONS, INCORPOR	PATCHING	101	42200	2180		002		\$128.36	\$128.36
TARGET COMMERCIAL INVOICE	ADVENTURE QUEST SUPPLIES	225	43590	2175		001		\$129.45	\$129.45
TARGET COMMERCIAL INVOICE	COMBO LOCK FOR CHIPPEWA	220	43800	2200		002		\$3.62	\$3.62
TENNIS WAREHOUSE.COM	STARTER TENNIS NETS	225	43510	2170		011		\$404.85	\$404.85
THAO, YANGME	FACILITY REFUND	220	22040					\$300.00	\$300.00
TIGER DIRECT C/O SYX SERVICES	PROJECTOR BULB FOR COUNCIL CHAMBERS	101	40550	2010		001		\$232.48	\$232.48
TOTAL TOOL SUPPLY INC	TOW STRAP	701	46500	2180		001		\$89.57	\$89.57
VAN PAPER COMPANY	SLICE GARBAGE BAGS	101	42200	2180		001		\$147.72	\$147.72
WALKER, SHAUN R	ACTIVITY REFUND	220	22040					\$54.60	\$54.60
WEBER, KARL	FACILITY REFUND	220	22040					\$300.00	\$300.00
WILCOX, TIM	FACILITY REFUND	220	22040					\$25.00	\$25.00
WSB & ASSOCIATES, INC.	CONSTRUCTION OBSERVATION AUTUMN MEADOWS	448	47000	5910				\$13,233.50	\$13,233.50
YANG, PRISCILLA	FACILITY REFUND	220	22040					\$25.00	\$25.00
ZAPPPIA, JAMES	PT JOE 3 SESSIONS	220	22040					\$165.00	\$165.00

Total of all invoices: \$101,691.64

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COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
ALLEN, DEANNE	MINUTES - 7/14cc,7/21cc,7/21WORKSHOP	101	40200	3190		001		\$600.00	\$600.00
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC/OK PAY LESS TAX	220	43800	2110				\$1,627.43	\$1,627.43
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC/OK PAY LESS TAX	220	43800	2110				\$380.28	\$380.28
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC/OK PAY LESS TAX	220	43800	2110				\$21.92	\$21.92
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$423.20	\$423.20
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$17.07	\$17.07
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC/OK PAY LESS TAX	220	43800	2110				\$92.66	\$92.66
AMSAN BRISSMAN KENNEDY	CLEANING SUPPLIES CC	220	43800	2110				\$1,165.22	\$1,165.22
ASSOCIATION MAINTENANCE, LLC	MOWING 3339 VICTORIA	240	44400	3190				\$102.00	\$102.00
BARGEN, INC	RENTAL OF CRACK FILLING EQUIPMENT	701	46500	5800				\$3,995.00	
BARSNESS, KIRSTIN	ECONOMIC DEVELOPMENT CONSULTING-JULY2014	240	44400	3190				\$1,662.50	\$2,843.75
		307	44100	4890				\$1,181.25	
BATTERIES PLUS	BATTERIES FOR GENERATOR PANELS	601	45050	2280		005		\$63.92	\$63.92
BEISSWENGER'S HARDWARE	BUG REPELLANT AND WASP KILLER	101	43710	2240				\$14.97	\$14.97
BEISSWENGER'S HARDWARE	ANCHORS FOR INSTALLING BENCHES AT PLAZA	101	43710	2240				\$58.47	\$58.47
BEISSWENGER'S HARDWARE	BOLTS	602	45550	2282		001		\$3.18	\$3.18
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 UNITS	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				\$68.50	\$68.50
BROCK WHITE CO LLC	POLY FOR COMMONS WATER SLIDE	101	43710	2240				\$185.30	\$185.30
BROCK WHITE CO LLC	POLY FOR SLICE WATER SLIDE	101	43710	2240				\$320.84	\$320.84
CBIZ FINANCIAL SOLUTIONS, INC	SECOND QUATER FEES	101	40210	3190		013		\$83.72	\$83.72
CENTRAL WOOD PRODUCTS	HARDWOOD MULCH	101	43710	2260				\$967.50	\$1,935.00
		101	43900	2180				\$967.50	
CUMMINS NPOWER LLC	WELL 5 GENERATOR	601	45050	3190		003		\$581.86	
DART PORTABLE STORAGE	MCGUIRE PROPERTY STORAGE 7/12-8/11/14	307	44100	4890				\$180.00	\$180.00
DIAMOND VOGEL PAINT	PAINT STRAINER	101	42200	2180		004		\$6.30	\$6.30
DUKE'S ROOT CONTROL, INC.	ROOT FOAM FOAM	602	45550	3190		002		\$8,352.27	\$8,352.27
DUSTY'S DRAIN CLEANING	VIDEO FOR 1070 BUCHER	602	45550	3190		002		\$200.00	\$200.00
ELECTRIC SYSTEMS OF ANOKA, INC	SPRING MAINTENANCE ON SIRENS	101	42200	3190		001		\$385.25	\$385.25
FIRST LAB, INC.	EMPLOYEE TESTING	101	40210	3190		001		\$195.80	\$195.80
GRAINGER, INC.	CLEANING SUPPLIES CC	220	43800	2110				\$173.40	\$173.40
GRAINGER, INC.	ANCHORS FOR SOCCER GOALS	101	43710	2240				\$36.88	\$36.88
GRAINGER, INC.	REPAIR SUPPLIES CC	220	43800	2240		001		\$47.72	\$47.72
GRAINGER, INC.	NO PARKING SIGN AND BATTERIES	101	43710	2240				\$24.50	\$24.50
GRAINGER, INC.	NO PARKING SIGNS	101	43710	2240				\$209.00	\$209.00
GRAINGER, INC.	REPAIR SUPPLIES CC/CREDIT 3011213119	220	43800	2240		001		\$153.94	
INSTRUMENTAL RESEARCH INC	MONTHLY SAMPLES	601	45050	3190		004		\$225.00	\$225.00
LARKIN HOFFMAN DALY & LINDGREN	TIF EXTENSION - 6/30/14	307	44100	4890				\$296.60	\$296.60
MCF-LINO LAKES	6 MONTHS OF DOC WORK CREW SERVICES	101	43450	3190				\$4,034.95	\$40,349.50
		101	43710	3190				\$8,069.90	
		101	43900	3190				\$4,034.95	
		601	45050	3190				\$10,087.37	

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line	Amount	Invoice Amt
		603	45850	3190				\$10,087.38	
		701	46500	3196				\$4,034.95	
MENARDS CASHWAY LUMBER **FRIDL	GRATES FOR BUCHER DRAIN FIELDS	101	43710	2240				\$63.95	\$63.95
MENARDS CASHWAY LUMBER **FRIDL	DRAIN BASIN FOR BUCHER PARK	101	43710	2240				\$39.98	\$39.98
MINNESOTA DEPARTMENT OF HEALTH	WELL PERMIT - WOODBRIGE OBSERVATION	603	45850	4890				\$200.00	\$200.00
MN ASSOC OF ASPHALT PAVING TEC	MEMBERSHIP FEE	101	42200	4500		002		\$15.00	\$15.00
MPLS ST PAUL BUSINESS JOURNAL	SUBSCRIPTION - SIMONSON	240	44400	3190				\$91.00	\$91.00
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	602	45550	2280				\$56.98	
		601	45050	2280				\$58.18	
		225	43530	2170		002		\$23.98	
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	270	40250	2180		004		\$27.16	\$187.06
		101	40200	2010		002		\$19.99	
		101	40210	2180				\$19.99	
		220	43800	2010		001		\$119.92	
OFFICE DEPOT	VAULT SUPPLIES	101	40500	2010		008		\$5.80	
OFFICE DEPOT	WRIST REST	101	40200	2010		002		\$60.71	\$60.71
OFFICE DEPOT	LASERJET CARTRIDGE	101	40550	2010		002		\$132.48	\$132.48
OFFICE DEPOT	GENERAL OFFICE SUPPLIES	270	40250	2180		004		\$7.64	\$22.65
		270	40250	2180		004		\$3.02	
		101	44100	2010				\$11.99	
OFFICE DEPOT	GENERAL SUPPLIES	270	40250	2180		004		\$34.37	
ON CALL SERVICES INC	ACCESS PANEL PLAYGROUND	220	43800	3810		006		\$485.50	\$485.50
PROPET DISTRIBUTORS, INC	DOGIPOT LITTER PICK UP BAGS	101	43710	2240				\$172.90	\$172.90
RAMSEY COUNTY	911 SERVICES JULY 2014	101	41100	3190				\$8,852.32	\$8,852.32
RAMSEY COUNTY	FLEET SUPPORT FEE JULY	101	41500	3890				\$24.96	\$24.96
RAMSEY COUNTY PROPERTY RECORDS	EMERGENCY COMMUNICATION RADIO USER FEE	701	46500	4330				\$134.16	\$134.16
REHBEIN'S BLACK DIRT	BLACK DIRT	101	43710	2260				\$132.00	\$132.00
SAM'S CLUB DIRECT	TENTS FOR SLICE	270	40250	3950		005		\$428.46	\$428.46
SAM'S CLUB DIRECT	SLICE OF SHOREVIEW SUPPLIES	270	40250	2180		003		\$193.60	\$193.60
TESSMAN SEED CO	HERBICIDE TO KILL WEEDS	101	43710	2260				\$382.85	\$382.85
UNI FIRST CORPORATION	UNIFORM RENTAL	101	42200	3970		001		\$39.59	\$158.33
		601	45050	3970		001		\$39.59	
		602	45550	3970		001		\$39.59	
		603	45850	3970		001		\$19.78	
		701	46500	3970		001		\$19.78	
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	
UNIFIRST CORPORATION	UNIFORM RENTAL CC	220	43800	3970				\$46.25	\$46.25
VAN PAPER COMPANY	TRASH BAGS FOR PARKS	101	43710	2240				\$147.72	\$147.72
VAN PAPER COMPANY	TOILET TISSUE FOR PARKS	101	43710	2240				\$53.86	\$53.86
WAUSAU TILE INC	REPLACEMENT UMBRELLAS FOR LOWER PLAZA	405	43800	5300				\$1,902.00	\$1,902.00
WW GOETSCH ASSOCIATES INC	IRRIGATION PUMP FOR VICTORIA AND HWY 96	101	43710	2240				\$789.67	\$789.67
YALE MECHANICAL INC	REPAIRS TO POOL BOILERS	220	43800	3810		007		\$2,091.85	\$2,091.85
YALE MECHANICAL INC	REPAIRS TO POOL HEAT PUMP	220	43800	3810		007		\$354.50	\$354.50
YALE MECHANICAL INC	HVAC COIL CLEANING	220	43800	3810		003		\$526.25	\$526.25

COUNCIL REPORT

Vendor Name	Description	FF	GG	OO	AA	CC	Line Amount	Invoice Amt
ZIEGLER, INCORPORATED	TRACK EXCAVATOR RENTAL/CATCH BASINS	701	46500	2400			\$730.00	\$730.00
							Total of all invoices:	\$87,030.36

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,098	Return check to Fred
Vendor number	00328 1	2014
Vendor name	LEXINGTON SHORES LLC	
Address	ATTN: MR. LARRY KELLY 1525 SOUTH 4TH STREET MINNEAPOLIS, MN 55454	

Date	Comment line on check	Invoice number	Amount
07-17-14	LEX SHORES TIF NOTE PAYMENT FIRST HALF	07-17-14	\$50,260.11

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
417 48600 6120	\$50,260.11

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

Reviewed by: Fred Espe  
 (signature required) Fred Espe

Approved by: Terry Schwerm  
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,096	Return check to Fred
Vendor number	00712 2	2014
Vendor name	WELLS FARGO BANK MN, NAT'L ASSOC	
Address	ATTN: CHAD PETERSON CORPORATE TRUST - MAC N9303-110 SIXTH AND MARQUETTE MINNEAPOLIS MN 55479	

Date	Comment line on check	Invoice number	Amount
07-17-14	TCCH TIF NOTE PAYMENT FIRST HALF	07-17-14	\$52,391.97

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
305 48600 6020	\$52,391.97 ✓

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,163
Vendor number	01308 1 <span style="float: right;">2014</span>
Vendor name	MINNESOTA METRO NORTH TOURISM
Address	CITY OF BLAINE FINANCE DEPARTMENT 10801 TOWN SQUARE DRIVE BLAINE, MN 55449

Date	Comment line on check	Invoice number	Amount
07-22-14	JUNE 2014 HOTEL/MOTEL TAX	JUNE 2014	\$25,110.38

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

This Purchase V	than
0.00	
5,180.60	
10,818.46	
10,432.92	
26,431.98	
26,431.98	
5.00	
1,321.60	
25,110.38	

Return to: \_\_\_\_\_

Account Coding	Amount
101 22079	\$26,431.98
101 38420	-\$1,321.60

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

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

Approved by: *Terry*  
 (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	43,235	please return check to Glen
Vendor number	20205 1	2014
Vendor name	RUM RIVER CONTRACTING	
Address	31913 124TH ST PRINCETON MN 55371	

Date	Comment line on check	Invoice number	Amount
07-24-14	2014 TRAIL & REHAB CP#14-05 PYMNT #1	1	\$60,931.30

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: Glen

Account Coding	Amount
445 47000 5900	\$60,931.30

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

Reviewed by: Glen Hoffard  
 (signature required) Glen Hoffard

Approved by: Terry Schwerm  
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,342
Vendor number	00628 1 <span style="float: right;">2014</span>
Vendor name	SIGNATURE LIGHTING INC
Address	18430 KRYPTON ST NW ANOKA MN 55303

Date	Comment line on check	Invoice number	Amount
06-30-14	ST LIGHT POLES FOR CONST PROJECTS	970	\$63,210.00

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

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

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

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

Cooperative purchasing venture consideration requirement does not apply.

Return to: \_\_\_\_\_

Account Coding	Amount
604 42600 3810	\$7,525.00
604 42600 5300	\$37,625.00
576 47000 5950	\$18,060.00

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

Reviewed by: Tom Hammitt 7/30/14  
 (signature required) Tom Hammitt

Approved by: Terry Schwerm  
 (signature required) Terry Schwerm

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Purchase Voucher

City of Shoreview  
 4600 Victoria Street North  
 Shoreview MN 55126

Voucher Number	43,081
Vendor number	00471 1 <span style="float: right;">2014</span>
Vendor name	MCF-LINO LAKES
Address	7525 - 4TH AVENUE LINO LAKES, MN 55014-1099

Date	Comment line on check	Invoice number	Amount
07-09-14	6 MONTHS OF DOC WORK CREW SERVICES	00000216863	\$40,349.50

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.

60 1-45050-399  
 701-46500-3194

Account Coding	Amount
101 43450 3190	\$4,034.95
101 43710 3190	\$8,069.90
101 43900 3190	\$4,034.95
601-45400-3190	\$10,087.37
603 45850 3190	\$10,087.38
701 46550 3190	\$4,034.95

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

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

Quote 1	
Quote 2	
Explanation if no quote received	

# Proposed Motion

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

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

To adopt Resolution No. 14-55, approving and accepting special provision from Minnesota Laws 2014, Chapter 308 Section 13, relating to the City of Shoreview Tax Increment Financing Pilot Project.

VOTE:    AYES: \_\_\_\_\_                      NAYS: \_\_\_\_\_

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

# Memorandum

**To:** Mayor and City Council  
**From:** Tom Simonson  
Assistant City Manager and Community Development Director  
**Date:** July 31, 2014  
**Re:** Resolution for Local Approval of Special TIF Legislation

---

## Introduction

The City of Shoreview was the recipient of special legislation approved this past session of the Minnesota Legislature and signed by the Governor. State law requires that the local jurisdiction formally accept and approve the special law before it can be enacted. A resolution has been prepared for City Council adoption.

## Background

The City received special legislative approval for a "Shoreview Tax Increment Pilot Project", which allows for the establishment of up to three Economic Development TIF Districts for an extended period of 12 years, instead of the current maximum of 8 years for the purpose of business retention, expansion and job creation. Shoreview is also allowed to create a special BRE fund from both existing and future tax increment resources that can be used to assist local businesses with expansions for job creation. The City would have this special authority as a pilot program for a period of 5 years.

Here is an excerpt of the 2014 law, as it specifically relates to the special legislation for Shoreview:

### **Sec. 13.**

#### **SHOREVIEW TAX INCREMENT FINANCING PILOT PROJECT.**

##### Subdivision 1.

##### **Authority to establish districts.**

(a) The governing body of the city of Shoreview or a development authority it designates may establish not more than three economic development tax increment financing districts in the city subject to the special rules under this section. The purpose of these districts is the retention and expansion of existing businesses in the city and the attraction of new business to the state to create and retain high paying jobs.

(b) The authority to establish or approve the tax increment financing plans and request certification for districts under this section expires on June 30, 2019.

##### Subd. 2.

### **Qualified businesses.**

For purposes of this section, a "qualified business" must satisfy the following requirements:

(1) the business must qualify under one of the following when the tax increment financing plan is approved:

- (i) it operates at a location in the city of Shoreview;
- (ii) it does not have substantial operations in Minnesota; or
- (iii) the assistance is provided for relocation of a portion of the business's operation from another state;

(2) the expansion or location of the operations of the business in the city, as provided in the business subsidy agreement under Minnesota Statutes, sections 116J.993 to 116J.995, will result in an increase in manufacturing, research, service, or professional jobs, at least 75 percent of which pay an average wage or salary that is equal to or greater than 25 percent of the median wage or salary for all jobs within the metropolitan area; and

(3) the business is not engaged in making retail sales or in providing other services, such as legal, medical, accounting, financial, entertainment, or similar services, to third parties at the location receiving assistance.

Subd. 3.

### **Applicable rules.**

(a) Unless otherwise stated, the provisions of Minnesota Statutes, sections 469.174 to 469.1794, apply to districts established under this section.

(b) Notwithstanding the provisions of section 469.176, subdivision 1b, the duration limit for districts created under this section is 12 years after the receipt of the first increment.

(c) The provisions of Minnesota Statutes, section 469.176, subdivision 4c, apply to determining the permitted uses of increments from the districts with the following exceptions:

- (1) any building and facilities must be for a qualified business;
- (2) the building and facilities must not be used by the qualified business or its lessees or tenants to relocate operations from another location in this state outside of the city of Shoreview;
- (3) the 15 percent limit in subdivision 4c, paragraph (a), is increased to 25 percent; and
- (4) the city or development authority may elect to deposit up to 20 percent of the increments in the fund established under subdivision 4. If the city elects to use this authority, all of the remaining increments must be expended for administrative expenses or for activities within the district under Minnesota Statutes, section 469.1763.

(d) The governing body of the city may elect by resolution to determine the original and current net tax capacity of a district established under this section using the computation under Minnesota Statutes, section 469.177, subdivision 3, paragraph (a) or (b).

Subd. 4.

**Business retention and expansion fund.**

(a) The city may establish a business retention and expansion fund and deposit in the fund:

(1) increments as provided under subdivision 3, paragraph (c), clause (4); and

(2) increments from a district for which the request for certification of the district was made prior to April 30, 1990, if the amount necessary to meet all of the debt and other obligations incurred for that district has been received by the city.

(b) Amounts in the fund may be expended to assist qualified businesses, as permitted under subdivisions 2 and 3, and are not otherwise subject to the restrictions in Minnesota Statutes, sections 469.174 to 469.1794.

**EFFECTIVE DATE.**

This section is effective upon compliance by the governing body of the city of Shoreview with the requirements of Minnesota Statutes, section 645.021, subdivision 3.

**Discussion**

This past legislative session, the Minnesota Legislature and Governor approved a law that includes a provision for Shoreview that requires local approval under Minn. Stat. Section 645.021. For any special law enacted in 2014 that requires local approval, state law requires that the certificate of approval must be filed with the Secretary of State by January 5, 2015, which is the day before the 2015 legislative session begins. If the certificate is not filed by January 5, 2015, pursuant to Minn. Stat. Section 645.021, subdivision 3, the law is deemed to be disapproved by the local government unit.

Only the City Council is required to pass a resolution approving the legislative action, since the special provision did not extend the duration of an existing Shoreview Tax Increment Financing District as originally sought, therefore no action by Ramsey County is required.

**Recommendation**

Attached is a draft Resolution No. 14-55 presented for City Council approval, as well as, a copy of the special provision from Minnesota Laws 2014, Chapter 308 Section 13. Once the Council adopts the resolution, the City will forward to the Secretary of State along with the certificate of approval that is required. Staff is recommending approval to accept the special legislation granted to the City of Shoreview relating to tax increment.

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

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 4 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.

\* \* \* \* \*

**CITY OF SHOREVIEW  
RESOLUTION NO. 14-55**

**APPROVING LAWS OF MINNESOTA 2014 LEGISLATIVE SESSION; CHAPTER 308 SECTION 13  
SHOREVIEW TAX INCREMENT FINANCING PILOT PROJECT**

WHEREAS, the Minnesota State Legislature has passed a law authorizing the City of Shoreview Tax Increment Financing Pilot Project, which allows for the creation of up to three economic development tax increment financing districts by June 30, 2019 in the city subject to the special rules. The purpose of these districts is the retention and expansion of existing businesses in the city and the attraction of new business to the state to create and retain high paying jobs; and

WHEREAS, said legislation, by its terms requires an affirmative vote of a majority of the members of the City Council by the first day of the next regular session of the legislature before it may become effective; and

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

That the said law be now approved and the City Manager be directed to prepare and file with the Secretary of State the required certification of approval.

\* \* \* \* \*

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

And the following voted against the same:

**WHEREUPON**, said resolution was declared duly passed and adopted the 4<sup>th</sup> day of August, 2014.

**STATE OF MINNESOTA)**

**COUNTY OF RAMSEY )**

**CITY OF SHOREVIEW )**

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 4<sup>th</sup> day of August, 2014, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to the approval of laws of Minnesota 2014 Legislative Session; Chapter 308 Section 13; Shoreview Tax Increment Financing Pilot Project.

**WITNESS MY HAND** officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 5<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Terry C. Schwerm, City Manager

**CERTIFICATE OF APPROVAL OF SPECIAL LAW  
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

**STATE OF MINNESOTA**

County of Ramsey

**TO THE SECRETARY OF STATE OF MINNESOTA:**

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the

City of Shoreview

DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2014 ,

Chapter 308 requiring approval by a majority\* of the governing body of said local

governmental unit before it becomes effective, the Shoreview City Council  
(designate governing body)

at a meeting duly held on the 4<sup>th</sup> day of August 2014, by resolution 14-55

did approve said Laws, 2014, Chapter 308 (if other than resolution, specify)

by a \_\_\_\_\_ majority vote\* of all of the members thereof (Ayes \_\_\_\_\_; Noes \_\_\_\_\_;

Absent or not voting \_\_\_\_\_) and the following additional steps, if any required by statute

or charter were taken:

None

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Official designation of officer)

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)

\*If extraordinary majority is required by the special law, insert fraction or percentage here.

**Please see reverse side for instructions for completing this form.**

S:\ELECT\ELECT\OPENAPPT\CERTIFICATE OF APPROVAL OF SPECIAL LAW.doc

## INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Election Division  
Secretary of State 180  
State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd  
St Paul, MN 55155-1299

- If you have any questions please contact Nancy Breems at 651/215-1440.

**PROPOSED MOTION**

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

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

To approve the quote for the replacement and refurbishment of the movable walls to Haldeman-Homme in the amount of \$43,466.00.

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

Regular Council Meeting  
August 4, 2014

**TO: MAYOR AND COUNCILMEMBERS**

**FROM: TERRY SCHWERM  
CITY MANAGER**

**DATE: JULY 30, 2014**

**SUBJECT: AWARD OF QUOTE—REPLACEMENT OF MOVABLE WALLS**

**INTRODUCTION**

The City’s adopted Capital Improvement Program includes a project for replacement of the movable walls in the Wedell Community Room and meeting rooms. City Council action is required to award the quote for the replacement walls.

**BACKGROUND**

The City currently has movable walls in the Wedell Community Room and in three meeting rooms. The City’s Capital Improvement Program anticipated the replacement of these walls in 2014. After reevaluating the condition of the walls, it was determined that only the walls in meeting rooms needed to be replaced. The walls in the Wedell Community Room only need some minor maintenance and new wallpaper. Based on this analysis, staff only solicited quotes for the replacement of the movable walls in the meeting rooms and for refurbishment of the Community Room walls.

One of the movable walls scheduled for replacement is the wall between Rooms 204 and 205. Room 205 serves as the lunch room and check in room for Parks and Recreation full-time and associate staff. Since the use of Room 205 as a lunchroom is expected to continue in the future, two alternate bids were solicited. One alternate was to wallpaper the new movable wall adjacent to the lunch room. The second alternate was to not install a movable wall and, instead replace it with a fixed stud wall that would be painted. This option would reduce future maintenance and repair costs.

Listed below are the two quotes that were received with the base bid and the two options:

<u>Company</u>	<u>Base Bid</u>	<u>Alternate 1</u>	<u>Alternate 2</u>
Haldeman-Homme	\$40,056.00	\$2,416.00	\$ 3,466.00
W. L. Hall	\$43,513.00	\$5,593.00	\$14,604.00

Based on the bids submitted, Haldeman-Homme is the lowest responsible bidder for this project. They have done work on the movable walls in the Community Center in the past. Staff

is recommending that Haldeman-Homme be awarded the bid for the project. Staff is also recommending that Alternate 2 – construction of a permanent wall between Rooms 204 and 205; be accepted, since Room 205 will be used as the lunchroom for the foreseeable future and construction of a fixed wall will reduce maintenance costs. The total project cost with alternate 2 is \$43,466.

This project is funded from the City's General Fixed Asset Revolving Fund. The original estimate for the project was \$90,000, however, since the Wedell Room movable wall is only being refurbished and not replaced, the total project cost is less than half the original project estimate included in the Capital Improvement Program.

### **RECOMMENDATION**

Based on the foregoing information, it is recommended that the City Council approve the quote for the replacement and refurbishment of the movable walls to Haldeman-Homme in the amount of \$43,466.00.

**DOCUMENT 00-4105 - QUOTE FORM**

Shoreview Operable Partition Replacement  
 City of Shoreview  
 4600 Victoria Street North  
 Shoreview, MN 55126

Quote from: Haldeman-Homme, Inc.

(Name)

**1.01 QUOTE**

- A. You are invited to submit a lump sum Quote for all work for the above. Quotes will be received by the Owner until 2 p.m., local time, Wednesday, July 23, 2014. Quotes will be privately opened for consideration.
- B. A mandatory pre-quote meeting will be held in the main lobby of the Shoreview Community Center, 4580 Victoria Street North, Shoreview, Minnesota, 55126, at 11 a.m., Wednesday, July 9, 2014.
- C. The undersigned, having visited and examined the site, has received and examined the Project Manual and the Addenda for the above Project, and hereby proposes to provide all labor, materials, products, equipment, and services required for complete construction of Project in the amounts and terms as follows:

QUOTE AMOUNT \$40,056.00

(amount in figures)

- D. Alternates: If selected by the Owner, the following Alternates will be included for the amount shown.

1. Alternate No. 1 - New Vinyl Wall Covering (Add) Deduct \$2,416.00

(amount in figures)

2. Alternate No. 2 - Remove Partition (Add) Deduct \$3,466.00

(amount in figures)

**1.02 PERFORMANCE AND PAYMENT BOND**

- A. The above Quote Amount includes the sum of \$ 300.00 for the Performance Bond and Labor and Materials Payment Bond.

**1.03 ADDENDA**

- A. The following Addenda have been received and included in the Quote:

No. 1 Date 7-11-14 No. \_\_\_ Date \_\_\_\_\_ No. \_\_\_ Date \_\_\_\_\_

**1.04 CONTRACT TIME**

- A. The undersigned agrees, if awarded the Contract for the Work, to begin the Work within 10 calendar days after date of written notice to proceed.
- B. The undersigned agrees, if awarded the Contract for the Work, to complete the Work within 90 calendar days after date of written Notice to Proceed.

**1.05 QUOTE SECURITY**

- A. Accompanying this Quote is a quote security in the amount of 5 percent of the maximum Quote Amount. It is agreed that the quote security shall be forfeited to the Owner as liquidated damages if the undersigned fails to execute a contract for the Work within 10 calendar days after notice of award of Contract.

**1.06 QUALIFICATION REQUIREMENTS**

- A. If requested, the undersigned agrees to execute and deliver to the Owner evidence of the supplier/installers qualifications as requested by the Architect.

**1.07 QUOTE ACCEPTANCE**

- A. The undersigned acknowledges the right of the Owner to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed or delivered to the undersigned within 14 days after Quotes are opened, the undersigned agrees to execute a Purchase Order in the Owner's prescribed form and furnish the required submittals.

1.08 SIGNATURES

Date July 23, 20 14

Official Name and Address:

Haldeman-Homme, Inc.  
430 Industrial Blvd.  
Minneapolis, MN 55413

By  Ronald P. Johnson

Title Executive Vice President

By \_\_\_\_\_

Title \_\_\_\_\_

END OF DOCUMENT

# CNA SURETY

## Bid Bond

Bond No. Bid Bond

**CONTRACTOR:**  
(Name, legal status and address)

Haldeman-Homme, Inc.  
430 Industrial Boulevard  
Minneapolis, MN 55413

**SURETY:** Western Surety Company : SD Corporation  
(Name, legal status and principal place of business)

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**  
(Name, legal status and address)

City of Shoreview  
4600 Victoria  
Shoreview, MN 55126

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**  
(Name, location or address, and Project number, if any)

Shoreview Operable Partition Replacement: Section 102226 Operable Partitions - Remove existing operable partitions and replace with new

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of July, 2014.

[Signature]  
(Witness)

[Signature]  
(Witness) Kesha Greene



Haldeman-Homme, Inc.  
(Principal) [Signature] (Seal)

(Title) Exec Vice Pres.

Western Surety Company

(Surety) [Signature] (Seal)

(Title) Amy M. Burns, Attorney-in-Fact

**CORPORATE ACKNOWLEDGMENT**

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 11<sup>th</sup> day of July, 2014 before me personally appeared Ronald Johnson to me known, who being by me duly sworn, did say that he/she is the Exec. Vice Pres. of the **HALDEMAN-HOMME, INC.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



Notary Public, [Signature]  
(Notary Seal)

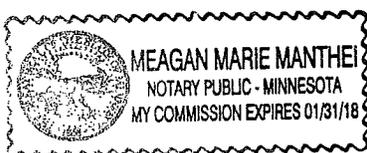
**ACKNOWLEDGMENT OF CORPORATE SURETY**

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 11<sup>th</sup> day of July, 2014 before me personally appeared Amy M. Burns to me known, who being by me duly sworn, did say that she is the aforesaid Attorney-in-Fact of the **WESTERN SURETY COMPANY**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, [Signature]  
(Notary Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Amy M. Burns , Individually**

of St Louis Park, MN its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Haldeman-Homme, Inc.  
Obligee: City of Shoreview

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.

WESTERN SURETY COMPANY

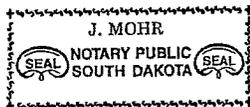


Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2015



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of July, 2014.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary



# HALDEMAN HOMME, INC.

430 Industrial Blvd, Minneapolis, MN 55413  
Tel: 612-331-4880 Fax: 612-378-2236

SERVING EDUCATION, HEALTH CARE, AND INDUSTRY SINCE 1924

"Exceeding Customer Expectations Since 1924"

### SERVICES

- Construction
- Consulting / Training
- Service & Maintenance
- Layout & Design
- Project Management

### PRODUCTS

- Athletic & Wood Flooring
- Athletic Equipment
- Auditorium Seating
- Bleachers
- Casework
- Clean Rooms
- Divider Walls
- Laboratory Equipment
- Laboratory Furniture
- Library & File Systems
- Lockers
- School Equipment
- Storage Systems
- Tracks
- Turf Fields

### The Haldeman Homme Family of Companies:

- Academic Specialties TX
- Anderson Ladd
- IDEA



Employee Owned

## PROPOSAL HH35430

To: Gary Chapman  
City of Shorewood  
4600 Victoria Street North  
Shorewood MN 55126

Date: July 22, 2014  
Project: Operable Partition Replacement  
Location: Community Center  
Architect: BWBR  
Addendum: 1

We propose to furnish the following as manufactured by Advanced Equipment using standard design, materials, construction sizes and colors.

## INFORMATIONAL PROPOSAL

**Specification Section: 102226 Operable Partitions**

### Our bid includes:

1. Community room - remove and replace vinyl as specified with vinyl allowance as specified
2. Remove and replace 2 operable partitions in room 202 & 203, reusing existing track and hanger rods, replace vinyl sweep in track and clean track.

### Alternate 1

3. Remove and replace vinyl on one side of room 204

### Alternate 2

4. Remove operable partition, leave track in-place install one sided gypsum wall as specified with vinyl base and paint.

### Qualifications:

1. Lead time on operable partition is 8-10 weeks after approved drawings and color selections.
2. Our bid includes Tax
3. Includes dumpsters

### Excludes:

1. Any Liquidated, Consequential and/or Actual Damages clauses.
2. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, In-wall backing/blocking.
3. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation, leaving the premises broom clean and orderly.

### SEE PAGE 2 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to Haldeman-Homme, Inc.

TERMS: Net 30 Days

ACCEPTED: Company \_\_\_\_\_

RESPECTFULLY,

Name \_\_\_\_\_

HALDEMAN-HOMME, INC.

Date \_\_\_\_\_

By *LeRoy Biteler*

LeRoy Biteler 612-362-2152

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.

[www.haldemanhomme.com](http://www.haldemanhomme.com)

[www.hhbestlab.com](http://www.hhbestlab.com)

Arkansas - Colorado - Idaho - Illinois - Indiana - Iowa - Kansas - Michigan - Minnesota - Montana - Nebraska - Nevada - New Mexico - North Dakota - Oklahoma - South Dakota - Texas - Utah - Wisconsin - Wyoming



# HALDEMAN HOMME, INC.

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## SERVICES

- Construction
- Consulting / Training
- Service & Maintenance
- Layout & Design
- Project Management

## PRODUCTS

- Athletic & Wood Flooring
- Athletic Equipment
- Auditorium Seating
- Bleachers
- Casework
- Clean Rooms
- Divider Walls
- Laboratory Equipment
- Laboratory Furniture
- Library & File Systems
- Lockers
- School Equipment
- Storage Systems
- Tracks
- Turf Fields

## The Haldeman Homme Family of Companies:

- Academic Specialties
- Academic Specialties TX
- Anderson Ladd
- IDEA



Employee Owned

## PROPOSAL HH

### Haldeman-Homme, Inc. Terms and Conditions

#### Academic Specialties, Inc. / Academic Specialties TX / Anderson Ladd Inc. / Iowa Direct Equipment & Appraisal

#### General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between Haldeman-Homme, Inc. and any of its subsidiaries. By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by Haldeman-Homme, Inc. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

#### Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by Haldeman-Homme, Inc. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of Haldeman-Homme, Inc. shall entitle Haldeman-Homme, Inc. to an equitable adjustment of time and contract price.

#### Acceptance

This proposal may be accepted within 30 days subject to credit approval. Haldeman-Homme, Inc. reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with Haldeman-Homme, Inc. and its subsidiaries. Haldeman-Homme, Inc. and its subsidiaries may, at its sole discretion, require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, a personal guarantee, or a combination of said documents as a condition of credit approval.

#### Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide Haldeman-Homme, Inc. with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to Haldeman-Homme, Inc. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

#### Engineering

All engineering, proposal drawings, specifications shall represent Haldeman-Homme, Inc.'s investment in engineering skill and development and remain the property of Haldeman-Homme, Inc. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to Haldeman-Homme, Inc.'s interests.

#### Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from Haldeman-Homme, Inc. and Customer.

#### Liability

Haldeman-Homme, Inc. shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. Haldeman-Homme, Inc. shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. Haldeman-Homme, Inc. indemnify obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman-Homme, Inc., its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

#### Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle Haldeman-Homme, Inc., in addition to all other rights, to suspend all work and shipments and shall further entitle Haldeman-Homme, Inc. to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against Haldeman-Homme, Inc. due to causes for which Haldeman-Homme, Inc. is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due Haldeman-Homme, Inc. may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. Haldeman-Homme, Inc. reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

#### Disputes

Customer and Haldeman-Homme, Inc. hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

#### Cancellation

An officer of Haldeman-Homme, Inc. must approve cancellation requests in writing. In order to compensate Haldeman-Homme, Inc. for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by Haldeman-Homme, Inc.

#### Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY HH/AL.

#### Insurance

Haldeman-Homme, Inc. maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

#### Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. Haldeman-Homme, Inc. does not provide professional liability insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

[www.haldemanhomme.com](http://www.haldemanhomme.com)

[www.hhbestlab.com](http://www.hhbestlab.com)

Arkansas – Colorado – Idaho – Illinois – Indiana – Iowa – Kansas – Michigan – Minnesota – Montana – Nebraska – Nevada – New Mexico – North Dakota – Oklahoma – South Dakota – Texas – Utah – Wisconsin – Wyoming

**DOCUMENT 00-4105 - QUOTE FORM**

Shoreview Operable Partition Replacement

City of Shoreview  
 4600 Victoria Street North  
 Shoreview, MN 55126

Quote from: W. L. Hall Company  
 (Name)

**1.01 QUOTE**

- A. You are invited to submit a lump sum Quote for all work for the above. Quotes will be received by the Owner until 2 p.m., local time, Wednesday, July 23, 2014, Quotes will be privately opened for consideration.
- B. A mandatory pre-quote meeting will be held in the main lobby of the Shoreview Community Center, 4580 Victoria Street North, Shoreview, Minnesota, 55126, at 11 a.m., Wednesday, July 9, 2014.
- C. The undersigned, having visited and examined the site, has received and examined the Project Manual and the Addenda for the above Project, and hereby proposes to provide all labor, materials, products, equipment, and services required for complete construction of Project in the amounts and terms as follows:

QUOTE AMOUNT \$43,513  
 (amount in figures)

- D. Alternates: If selected by the Owner, the following Alternates will be included for the amount shown.

1. Alternate No. 1 - New Vinyl Wall Covering  Add/Deduct 5,593  
 (amount in figures)
2. Alternate No. 2 - Remove Partition  Add/Deduct 14,604  
 (amount in figures)

**1.02 PERFORMANCE AND PAYMENT BOND**

- A. The above Quote Amount includes the sum of \$ 449 for the Performance Bond and Labor and Materials Payment Bond.

**1.03 ADDENDA**

- A. The following Addenda have been received and included in the Quote:

No. 1 Date 7/10 No. \_\_\_ Date \_\_\_ No. \_\_\_ Date \_\_\_

**1.04 CONTRACT TIME**

- A. The undersigned agrees, if awarded the Contract for the Work, to begin the Work within 10 calendar days after date of written notice to proceed.
- B. The undersigned agrees, if awarded the Contract for the Work, to complete the Work within 90 calendar days after date of written Notice to Proceed:

**1.05 QUOTE SECURITY**

- A. Accompanying this Quote is a quote security in the amount of 5 percent of the maximum Quote Amount. It is agreed that the quote security shall be forfeited to the Owner as liquidated damages if the undersigned fails to execute a contract for the Work within 10 calendar days after notice of award of Contract.

**1.06 QUALIFICATION REQUIREMENTS**

- A. If requested, the undersigned agrees to execute and deliver to the Owner evidence of the supplier/installers qualifications as requested by the Architect.

**1.07 QUOTE ACCEPTANCE**

- A. The undersigned acknowledges the right of the Owner to reject any and all Quotes. If written notice of the acceptance of this Quote is mailed or delivered to the undersigned within 14 days after Quotes are opened, the undersigned agrees to execute a Purchase Order in the Owner's prescribed form and furnish the required submittals.

1.08 SIGNATURES

Date July 23, 20 14

Official Name and Address:

W.L. Hall Company  
530 15th Ave S.  
Hopkins, MN. 55343

By Brian J. Martin

Title DIRECTOR OPERABLE WALL DIVISION

By \_\_\_\_\_

Title \_\_\_\_\_

END OF DOCUMENT

# MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**W.L. Hall Co.**  
530 15th Avenue South  
Hopkins, MN 55343

### SURETY:

(Name, legal status and principal place  
of business)

Merchants Bonding Company (Mutual)  
A Corporation  
2100 Fleur Drive, Des Moines, IA 50321-1158

### OWNER:

(Name, legal status and address)

**City Of Shoreview**  
4600 Victoria Street North  
Shoreview, MN 55126

**BOND AMOUNT: Five Percent of the Bid Submitted**

### PROJECT:

(Name, location or address, and Project number, if any)  
**Shoreview Operable Partition Replacement**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

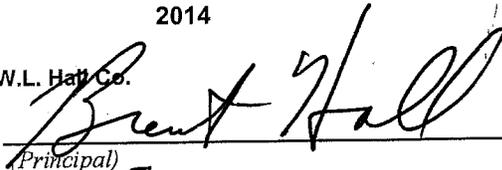
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

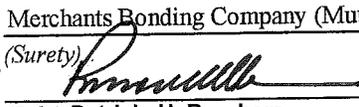
Signed and sealed this **23rd** day of **July** **2014**

  
\_\_\_\_\_  
(Witness)

W.L. Hall Co.

  
\_\_\_\_\_  
(Principal) (Seal)  
CEO  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

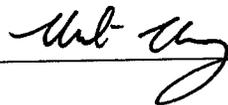
Merchants Bonding Company (Mutual)  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) **Patricia H. Borchers** **Attorney-In-Fact**

CON 0657 (6/12)

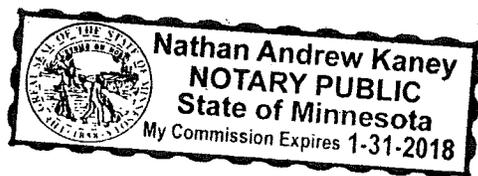
Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

STATE OF MINNESOTA

On this 23rd day of July, 2014, before me appeared Patricia H. Borchers to me personally known, who, being duly sworn, did say that he or she is the Attorney-in-Fact of Merchants Bonding Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.



notary public



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Wendy M. Schmid, William D. Jeatran, Christine Scott, Duane Mischke, Patricia H. Borchers,  
Emily Tschimperle, Jeff Settem

of Minneapolis and State of Minnesota their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWENTY MILLION (\$20,000,000.00) DOLLARS**

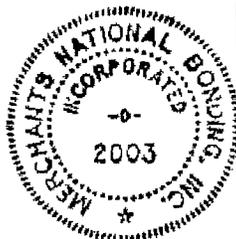
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of April, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 4th day of April, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Maranda Greenwalt*  
Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of July, 2014.



*William Warner Jr.*  
Secretary

PROPOSED MOTION

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

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

to approve Resolution No. 14-57 reducing the following escrows:

Erosion Control and Development Cash Deposits for the following properties in the amounts listed:

5165 St Albans St	Southwind Builders	\$ 1,000.00
4911 Maple St	Woodcrest Building & Rem.	\$ 500.00
5563 Asbury St	Enhance Interiors	\$ 500.00
528 County Road J	Sussel Corporation	\$ 500.00
500 Cardigan Rd	TSI Inc	\$ 9,500.00

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

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

TO: MAYOR, CITY COUNCIL, CITY MANAGER  
FROM: THOMAS L. HAMMITT  
SENIOR ENGINEERING TECHNICIAN  
DATE: JULY 31, 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.

5165 St Albans St	Erosion Control completed
4911 Maple St	Erosion Control completed
5563 Asbury St	Erosion Control completed
528 County Road J	Erosion Control completed
500 Cardigan Rd	Erosion Control & landscape 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:

5165 St Albans St	Southwind Builders	\$ 1,000.00
(Rescinding the release of \$1,500 on July 21, 2014 for 5165 St Albans)		
4911 Maple St	Woodcrest Building & Rem.	\$ 500.00
5563 Asbury St	Enhance Interiors	\$ 500.00
528 County Road J	Sussel Corporation	\$ 500.00
500 Cardigan Rd	TSI Inc	\$ 9,500.00

**\*PROPOSED\***

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

**HELD AUGUST 4, 2014**

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 4, 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. 14-57**

**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:

5165 St Albans St	Southwind Builders	\$ 1,000.00
(Rescinding the release of \$1,500 on July 21, 2014 for 5165 St Albans)		
4911 Maple St	Woodcrest Building & Rem.	\$ 500.00
5563 Asbury St	Enhance Interiors	\$ 500.00
528 County Road J	Sussel Corporation	\$ 500.00
500 Cardigan Rd	TSI Inc	\$ 9,500.00

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:



PUBLIC HEARING AGENDA

Purpose: VACATE A PORTION OF EMMERT STREET

Published Time: 7:00 P.M.

Published Date: JULY 16, 2014

Affidavit of Publication: JULY 16, 2014

Affidavit of Mailing: JULY 23, 2014

Review of Affidavits of Mailing and  
Publication by City Attorney: AUGUST 4, 2014

Open Public Hearing - Time: P.M.

Hearing Discussion

MOVE TO CLOSE PUBLIC HEARING:

BY COUNCIL MEMBER :

SECONDED BY COUNCIL MEMBER:

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

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

REGULAR COUNCIL MEETING  
AUGUST 4 , 2014

**PROPOSED MOTION**

**MOVED BY COUNCILMEMBER:** \_\_\_\_\_

**SECONDED BY COUNCILMEMBER:** \_\_\_\_\_

To adopt Resolution 14-56 approving the vacation of the west 7-feet of Emmert Street lying adjacent to 745 Arbogast Street, contingent upon the following conditions:

1. Application to Ramsey County to combine the parcel addressed as 745 Emmert Street and the vacated portion of Emmert Street.
2. Dedication of a 7-foot drainage and utility easement along the proposed east lot line of 745 Emmert Street.

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

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

**Regular City Council Meeting – August 4, 2014**

**TO:** Mayor, City Council and City Manager  
**FROM:** Kathleen Castle, City Planner  
**DATE:** July 29, 2014  
**SUBJECT:** File No. 2536-14-26, Choi – 745 Arbogast – Vacation

### **INTRODUCTION**

Junarm and Melissa Choi, 745 Arbogast Street (vacant parcel east of 755 Arbogast Street), submitted a request to vacate a portion of the Emmert Street Right-of-Way adjacent to their property. The Choi's are requesting that the west 7 feet of Emmert Street adjoining their property be vacated so this strip of land could be added to their property. This portion of Emmert Street is not improved as a roadway however, there is a trail located in the right of way.

### **PROJECT DESCRIPTION**

The property is situated on the northwest corner of Arbogast Street and Emmert Street. When this parcel was subdivided in 2000, a variance was granted to reduce the required 90-foot lot width for a corner lot to 75 feet. The development of this parcel is subject to design standards since the parcel is a legal non-conforming lot. The Choi's are requesting the west 7-feet of the right-of-way adjacent to their property be vacated and then combined with their property. The additional lot area gained from the vacation will provide the Choi's more flexibility in designing their home, specifically regarding foundation area and impervious surface coverage.

### **DEVELOPMENT ORDINANCE REQUIREMENTS**

Section 406 of the Municipal Code regulates the vacation of easements, rights-of-way or other publicly dedicated land. A vacation request may be initiated by the City or by a petition of a majority of property owners who own land abutting the easement. The City Council is required to hold a public hearing regarding the vacation request and may grant or deny the request based on a majority vote of its entire membership upon a finding that the vacation is in the public interest.

### **STAFF REVIEW**

Emmert Street, a local roadway, was platted as part of the Minnesota Realty Homesites Plat in 1946. This portion of Emmert Street, which extends from Arbogast Street to Victoria Street, is not improved with a roadway, however, there is a trail located in the right-of-way. The improved surface of the trail is located 12-feet from the existing property line. The vacation of the western 7-feet will not impact the function or maintenance associated with the trail. Further, the improvement of this section of Emmert Street would not serve a public benefit and therefore,

the right-of-way is not needed for roadway purposes. There are, however, utilities located in the right-of-way. These utilities are not affected by the proposed vacation.

### **COMMENTS**

Notice of the vacation was published in the City's legal newspaper and mailed notice was delivered to adjoining property owners and utility companies. A representative of Xcel Energy called in response and said that Xcel has no interests in the area proposed for vacation and so does not object.

The property owner at 755 Arbogast also asked if the proposed house could be shifted further to the east. As proposed, the home complies with the minimum structure setback required from the west property line as such, the relocation of the home is not required as part of this vacation. The builder did indicate that he would review this request with the Choi's.

### **STAFF RECOMMENDATION**

Staff recommends that the Council adopt Resolution 14-56, approving the vacation, effective upon the occurrence of the following events:

1. Application to Ramsey County to combine the parcel addressed as 745 Emmert Street and the vacated portion of Emmert Street.
2. Dedication of a 7-foot drainage and utility easement along the proposed east lot line of 745 Emmert Street.

Attachments:

- 1) Public Hearing Agenda
- 2) Resolution 14-56
- 3) Location Map
- 4) Petition
- 5) Survey
- 6) Request for Comment
- 7) Motion

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

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall 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. 14-56**

**VACATION OF A PORTION OF EMMERT STREET RIGHT OF WAY**

**WHEREAS**, this vacation was initiated pursuant to the State Statute and the City of Shoreview, and

**WHEREAS**, the Shoreview City Council held a public hearing on August 4, 2014. Notice therefore was published and mailed pursuant to law. All persons present at said meeting were given an opportunity to be heard and present written statements. The Council also considered the recommendation of the City Staff that this vacation be approved, and

**WHEREAS**, said right-of-way for Emmert Street as platted in the Minnesota Realty Homesites as legally described below is no longer needed for public purposes,

*All that part of the west 7.00 feet of Emmert Street as delineated and dedicated on Minnesota Realty Homesites, according to the recorded plat thereof, Ramsey County, Minnesota, lying southerly of the easterly extensions of the north line of Lot 2, Block 4 said Minnesota Realty Homesites and lying northerly of the easterly extension of the south line of said Lot 2.*

**NOW, THEREFORE, BE IT RESOLVED THAT THE SHOREVIEW CITY COUNCIL** hereby adopts Resolution 14-56 vacating a portion of Emmert Street as legally described above, conditioned as follows:

1. Application to Ramsey County to combine the parcel addressed as 745 Emmert Street and the vacated portion of Emmert Street.
2. Dedication of a 7-foot drainage and utility easement along the proposed east lot line of 745 Emmert Street.

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

And the following voted against the same:

WHEREUPON, this resolution was declared duly passed and adopted this 4<sup>th</sup> day of August 4, 2014.

---

Sandra C. Martin, Mayor  
Shoreview City Council

STATE OF MINNESOTA)

COUNTY OF RAMSEY)

CITY OF SHOREVIEW)

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 4<sup>th</sup> day of August, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to this Comprehensive Plan Amendment.

**WITNESS MY HAND** officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 4<sup>th</sup> day of August 2014.

---

Terry C. Schwerm, City Manager

SEAL

**PUBLIC VACATION PETITION**

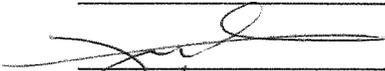
WE, THE UNDERSIGNED, BEING A MAJORITY OF THE OWNERS OF LAND ABUTTING ON THE STREET, ALLEY, OR PUBLIC EASEMENT DESCRIBED AS:

All that part of the west 700 feet of Emmert Street  
as delineated and dedicated on Minnesota Realty Homesites,  
according to the recorded plat thereof

DO HEREBY PETITION THE CITY COUNCIL OF SHOREVIEW, MINNESOTA, TO VACATE THE ABOVE DESCRIBED AREA:

SIGNATURE

NAME (print or type)

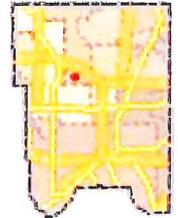
	Junarm Choi
	Melissa Choi
	Todd F. Hall



# Choi - 745 Arbogast



## Legend



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

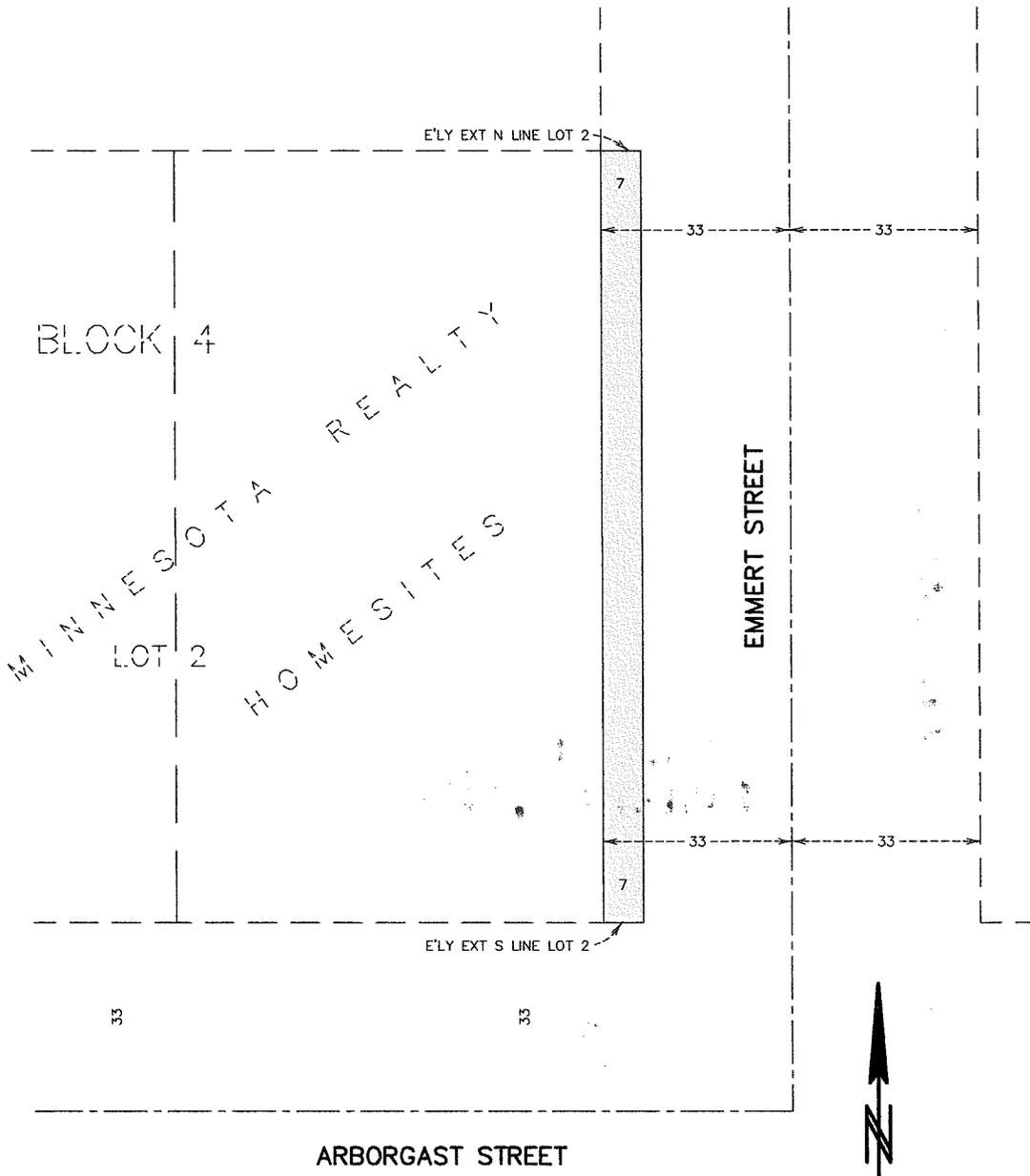
100.0                      0                      50.00                      100.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
 © Ramsey County Enterprise GIS Division

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

## Notes

Vacation Request



 DENOTES PROPOSED RIGHT-OF-WAY TO BE VACATED

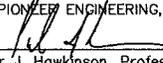


Not to Scale

PROPOSED LEGAL DESCRIPTION TO VACATE A PORTION OF EMMERT STREET

All that part of the west 7.00 feet of Emmert Street as delineated and dedicated on MINNESOTA REALTY HOMESITES, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the easterly extension of the north line Lot 2, Block 4, said MINNESOTA REALTY HOMESITES and lying northerly of the easterly extension of the south line of said Lot 2.

WE HEREBY CERTIFY TO SUMMIT DESIGN AND BUILD, LLC THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA, DATED THIS 11TH DAY OF JULY, 2014.

SIGNED: PIONEER ENGINEERING, P.A.  
 BY:   
 Peter J. Hawkinson, Professional Land Surveyor  
 Minnesota License No. 42299  
 email-phawkinson@pioneereng.com

\* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

Sheet  
1 of 1

**PIONEER**Engineering, P.A.  
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS  
 (651) 681-1914  
 2422 Enterprise Drive  
 Mendota Heights, MN 55120  
 (651) 681-1914  
 Fax: 681-9488  
 www.pioneereng.com

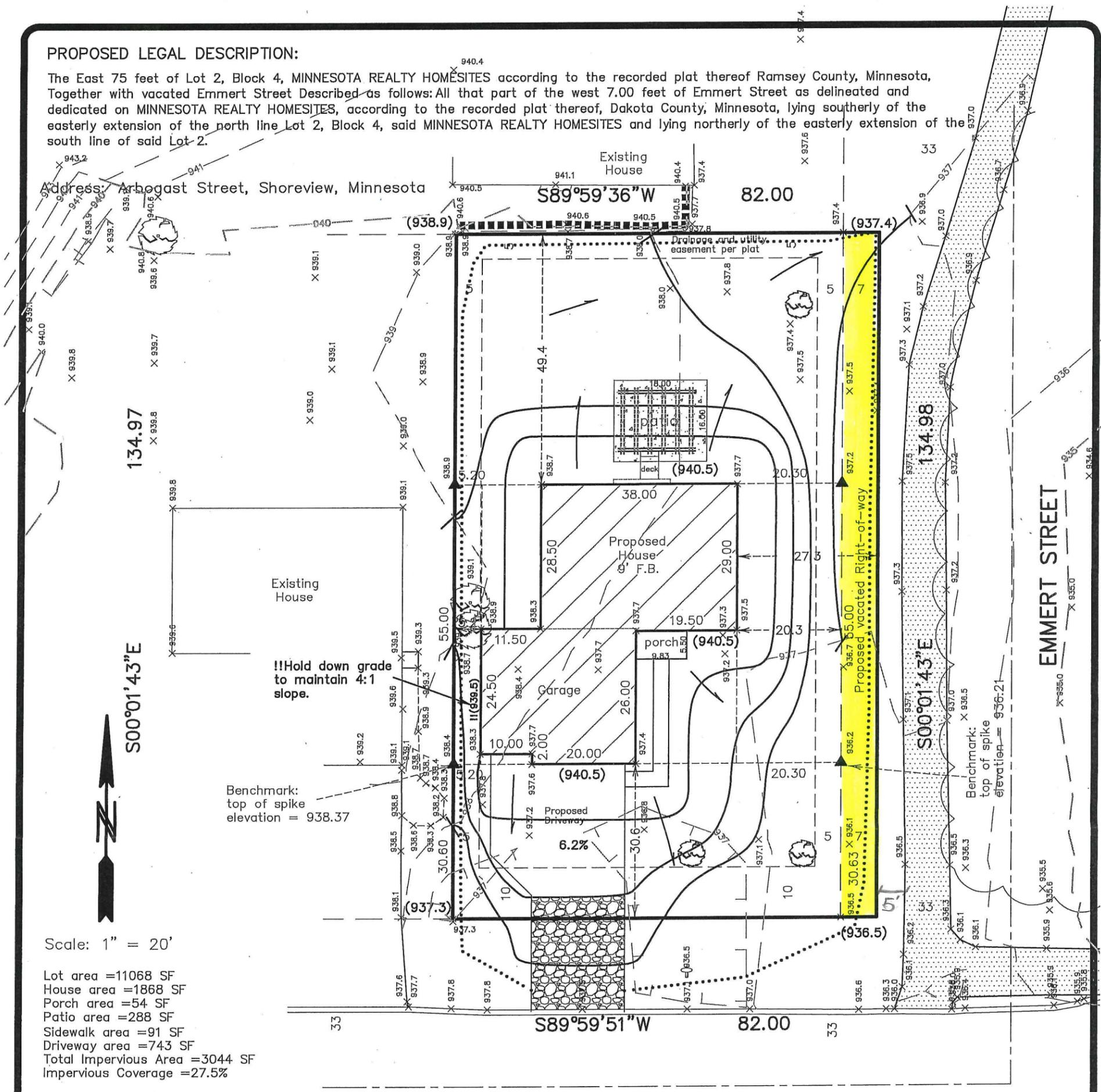
Cad File: 114131000-RW  
 Vacation  
 Folder #: 7693  
 Drawn by: mdp

Description Sketch for:  
 Summit Design and Build, LLC

**PROPOSED LEGAL DESCRIPTION:**

The East 75 feet of Lot 2, Block 4, MINNESOTA REALTY HOMESITES according to the recorded plat thereof Ramsey County, Minnesota, Together with vacated Emmert Street Described as follows: All that part of the west 7.00 feet of Emmert Street as delineated and dedicated on MINNESOTA REALTY HOMESITES, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the easterly extension of the north line Lot 2, Block 4, said MINNESOTA REALTY HOMESITES and lying northerly of the easterly extension of the south line of said Lot 2.

Address: Arbogast Street, Shoreview, Minnesota



S00°01'43"E

134.97

S89°59'36" W 82.00

S89°59'51" W 82.00

134.98

S00°01'43"E

EMMERT STREET

Scale: 1" = 20'

Lot area = 11068 SF  
 House area = 1868 SF  
 Porch area = 54 SF  
 Patio area = 288 SF  
 Sidewalk area = 91 SF  
 Driveway area = 743 SF  
 Total Impervious Area = 3044 SF  
 Impervious Coverage = 27.5%

- ..... Denotes proposed erosion control
- Denotes proposed rock construction entrance
- X 000.00 Denotes existing elevation
- ( 000.00 ) Denotes proposed elevation
- Denotes drainage flow direction
- Denotes spike
- Denotes proposed replacement tree

**Construction Notes:**

1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.

**General Notes:**

1. Grading plan by last dated was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.

**ARBORGAST STREET**

House elevations	(Proposed) / As-built
Lowest Floor Elevation	: (932.5) /
Top Of Foundation Elev.	: (941.2) /
Garage Slab Elev. @ Door	: (940.5) /

Benchmark:  
 Top Nut Hydrant  
 Elevation = 935.35

We hereby certify to Other that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 06/09/14.

Signed: Pioneer Engineering, P.A.

BY:

Peter J. Hawkinson, Professional Land Surveyor  
 Minnesota License No. 42299  
 email-phawkinson@pioneereng.com

**PIONEER**engineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive  
 Mendota Heights, MN 55120

Ph. : (651) 681-1914  
 Fax: (651) 681-9488  
 www.pioneereng.com

Revisions:  
 1.) 06-10-14 Stake House  
 2.) 07-22-14 Add Patio and Vacated R.O.W.

Project #: 114131000  
 Folder #: 7693

Drawn by: TSS

Certificate of Survey for:



Kathleen Castle &lt;kcastle@shoreviewmn.gov&gt;

---

**745 Arbogast Street**

1 message

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**Berglund, Christopher D** <Christopher.D.Berglund@xcelenergy.com>

Mon, Jul 28, 2014 at 6:00 PM

To: "kcastle@shoreviewmn.gov" &lt;kcastle@shoreviewmn.gov&gt;

Kathleen,

In response to you letter dated July 23, 2014, Xcel Energy has no objections to the proposed vacation of 745 Arbogast Street. Contact me if you have any questions.

Thanks.

**Chris Berglund****Senior Land Rights Agent****Xcel Energy | Responsible By Nature**

414 Nicollet Mall, MP-7B, Minneapolis, MN 55401

**P:** 612.330.6471 **C:** 612.964.8827 **F:** 612.318.4251**E:** [christopher.d.berglund@xcelenergy.com](mailto:christopher.d.berglund@xcelenergy.com)



Kathleen Castle <kcastle@shoreviewmn.gov>

---

## 745 Arbogast vacation application

1 message

---

**Tom Wesolowski** <twesolowski@shoreviewmn.gov>

Tue, Jul 29, 2014 at 1:24 PM

To: Kathleen Castle <kcastle@shoreviewmn.gov>

Kathleen,

Reviewed the application and do not have any issues with the vacation.

Thank you, Tom

—

Tom Wesolowski, P.E.

City Engineer

City of Shoreview

[twesolowski@shoreviewmn.gov](mailto:twesolowski@shoreviewmn.gov)

Direct Tel: 651-490-4652

Fax: 651-490-4696

**PROPOSED MOTION  
TO APPROVE**

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

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

To approve the Site and Building Plan Review for Heller Architects, Inc. on behalf of the Union Gospel Mission, 580 Highway 96. Approved site improvements include reconstructing the restroom building, improving access, enhancing the existing beach house and installing landscaping along the entry driveway. Approval is contingent upon the following:

- 1) The property shall be developed in accordance with the plans submitted and dated June 23, 2014. The beach house shall be earth tone in color.
- 2) Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director.
- 3) The plans shall be revised to include tree protection measures for the trees which will be retained in the area of the proposed restroom building.
- 4) Final utility plans are subject to review and approval by the Public Works Director.
- 5) The items identified in the Memo dated July 14, 2014 from the City Engineer must be addressed prior to the issuance of a building permit.

Said approval is based on the following findings of fact:

- 1) The use and proposed improvements are consistent with the Comprehensive Plan.
- 2) The use and proposed improvements comply with the Development Code and approved Planned Unit Development.

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

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

Regular City Council Meeting  
August 4, 2014

**TO:** Mayor, City Council, and City Manager  
**FROM:** Kathleen Castle, City Planner  
**DATE:** July 31, 2014  
**SUBJECT:** File No. 2533-14-23, Site and Building Plan Review, Union Gospel Mission, 580 Highway 96

## **INTRODUCTION**

Heller Architects, Inc., on behalf of the Union Gospel Mission, has submitted a Site and Building Plan Review application and is proposing improvements to enhance the current use of the property. These improvements are summarized as follows:

- 1) Demolish the existing restroom building and construct a new restroom building in the same approximate location
- 2) Improve the existing beach house with interior alterations, repairing and repainting the exterior and installing a new roof
- 3) Install landscaping near the entryway

## **PROJECT DESCRIPTION**

The Union Gospel Mission has operated a ministry center on this property since its ownership in 1930. This property has been used for a variety of programs associated with the Mission and includes day camps for teenagers, staff retreats, special events, corporate retreats, and other activities. The property is developed and improvements include a Ministry Center (dormitory, kitchen, dining and gathering spaces), the Christ Center (adult programs), restroom facilities, beach house, staff residence, a maintenance building, playground facilities and off-street parking.

The existing restroom building will be demolished and a new building constructed in approximately the same location near the center of the property. This structure is designed with toilet facilities, storage space and a covered patio/picnic area. The exterior of the building will be dressed with brick (to match the Ministry Center), wood, cedar or cement fiber board siding and a standing seam metal roof.

The beach house is located along the shore of Snail Lake. This structure functions as a changing room and provides storage for equipment and materials related to beach activities. It is constructed of concrete block and was covered with a roof that has since been removed. Improvements to this structure will enhance the appearance and functionality. The façade will be repaired/repainted and a roof will be added. The structure will also be modified with a new partition wall, storage cubes, floor and doors. A new water line will also replace an abandoned line to provide water to an outdoor shower area and drinking fountain.

The existing grade behind the beach house will be altered by adding a retaining wall east of the building to prevent views into the building and the service road providing access to the beach area

Union Gospel Mission  
580 Highway 96  
File No. 2533-14-23

will be improved with a new gravel surface.

The proposed improvements also include additional landscaping along the entry driveway to screen mechanical equipment from view.

### **DEVELOPMENT CODE - ZONING**

The property is zoned PUD, Planned Unit Development, which permits the institutional use of the property. It is also located in the Shoreland Overlay District for Snail Lake because it has lake frontage on the east shore. There is also a bluff which slopes down to the lake.

### **COMPREHENSIVE PLAN**

The land use designation for this property is Institutional which is designed for public and quasi-public uses such as schools, churches, recreational centers and public facilities. The intensity of these uses must be compatible with the planned land use of the surrounding area. Adjoining land uses include low density residential, office and natural.

The property is also located in Policy Development Area (PDA) #8. PDA's have been established for those areas that present opportunities or pose significant concerns for development or redevelopment. The use of the PDA concept allows the City to require more specific development policies than would generally be applied to development proposals. These policies together with the land use designation set the City's official land use policy for the property.

The PDA recognizes the continued use of this property by the Union Gospel Mission. The plan also references other land uses for this property including Office, Mixed Use, Medium and Low Density Residential as appropriate uses if the site is redevelopment in the future. Policies within the PDA address the redevelopment of the property.

### **STAFF REVIEW**

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

The beach house is located at the toe of the bluff along the shoreline of Snail Lake. It is setback 24' from the ordinary high water (OHW) line of Snail Lake and is in the Shore Impact Zone and encroaches upon the minimum 50-foot structure setback from the OHW. While there is no

Union Gospel Mission  
580 Highway 96  
File No. 2533-14-23

building permit on file for this structure, based on aerial photography it appears this structure may have been constructed in the 1950's prior to the incorporation of the City and enactment of the Shoreland Overlay District. It is considered a non-conforming structure.

A non-conforming structure may remain at its current size and location and may be structurally altered provided the alteration complies with the current development standards. Normal repairs and maintenance are permitted to keep these structures in sound condition.

The proposed improvements fall within the scope of normal maintenance/repair and are permissible. The interior modifications will also improve the function of the beach house and the roof will shelter the interior from the weather elements and serve as a visual obstruction to the interior.

#### Grading, Drainage and Erosion Control

Minor grading is proposed for the restroom building and for the retaining wall located behind the beach house. Historic drainage patterns will be retained. Erosion control will be installed to control sedimentation.

#### Trails

The property was rezoned to PUD in 1999 when the Ministry Center was constructed. At that time, there was discussion regarding *The Core Area Framework Plan and the draft Comprehensive Guide Plan* both of which suggested a lakewalk be established along Snail Lake if this property and the single family homes to the west are ever redeveloped. The Mission agreed to provide an easement in the northwest corner of the site upon the City's acquisition of a trail easement along the lakeshore of those residential properties to the west. Additional easements are not being sought at this time due to the Mission's desire to remain on the site and potential impact on their operations. Additional easements would be sought at the time this site redevelops to another use.

#### **PUBLIC COMMENT**

Property owners within 350' were notified of this request. To date, two letters have been received in support of the proposed improvements.

The Minnesota Department of Natural Resources was also notified of the proposal. Molly Shodeen stated that she has no concerns regarding the proposal and would like the structure to blend in with the surroundings.

#### **PLANNING COMMISSION REVIEW**

The Commission reviewed the request at their July 22<sup>nd</sup> meeting. The discussion focused primarily on the proposed improvements to the beach house, including the use, function and design. Water

Union Gospel Mission  
580 Highway 96  
File No. 2533-14-23

from the outdoor shower area will infiltrate into the ground. The building will be earth tone in color and designed to blend into the natural surroundings.

### **RECOMMENDATION**

The proposed improvements have been found to be consistent with the City's Comprehensive Plan policies, the Development Code and the PUD; therefore, Staff is recommending the Council approve site and building plan review with the following conditions attached:

1. The property shall be developed in accordance with the plans submitted and dated June 23, 2014. The beach house shall be earth tone in color.
2. Final grading, drainage and erosion control plans are subject to the review and approval by the Public Works Director.
3. The plans shall be revised to include tree protection measures for the trees which will be retained in the area of the proposed restroom building.
4. Final utility plans are subject to review and approval by the Public Works Director.
5. The items identified in the Memo dated July 14, 2014 from the City Engineer must be addressed prior to the issuance of a building permit.
6. A Site Development Agreement and Erosion Control Agreement, including the submittal of financial sureties, shall be executed prior to issuing a building permit or commencing work on the site.

#### Attachments

- 1) Comments from the City Engineer
- 2) Location Map
- 3) Applicant's Statement and Submitted Plans
- 4) Request for Comment
- 5) Proposed Motion

Date: July 14, 2014  
To: Kathleen Castle, City Planner  
From: Tom Wesolowski, City Engineer  
Subject: Site Plan Review Comments for Proposed Improvements  
Union Gospel Mission – 580 Highway 96

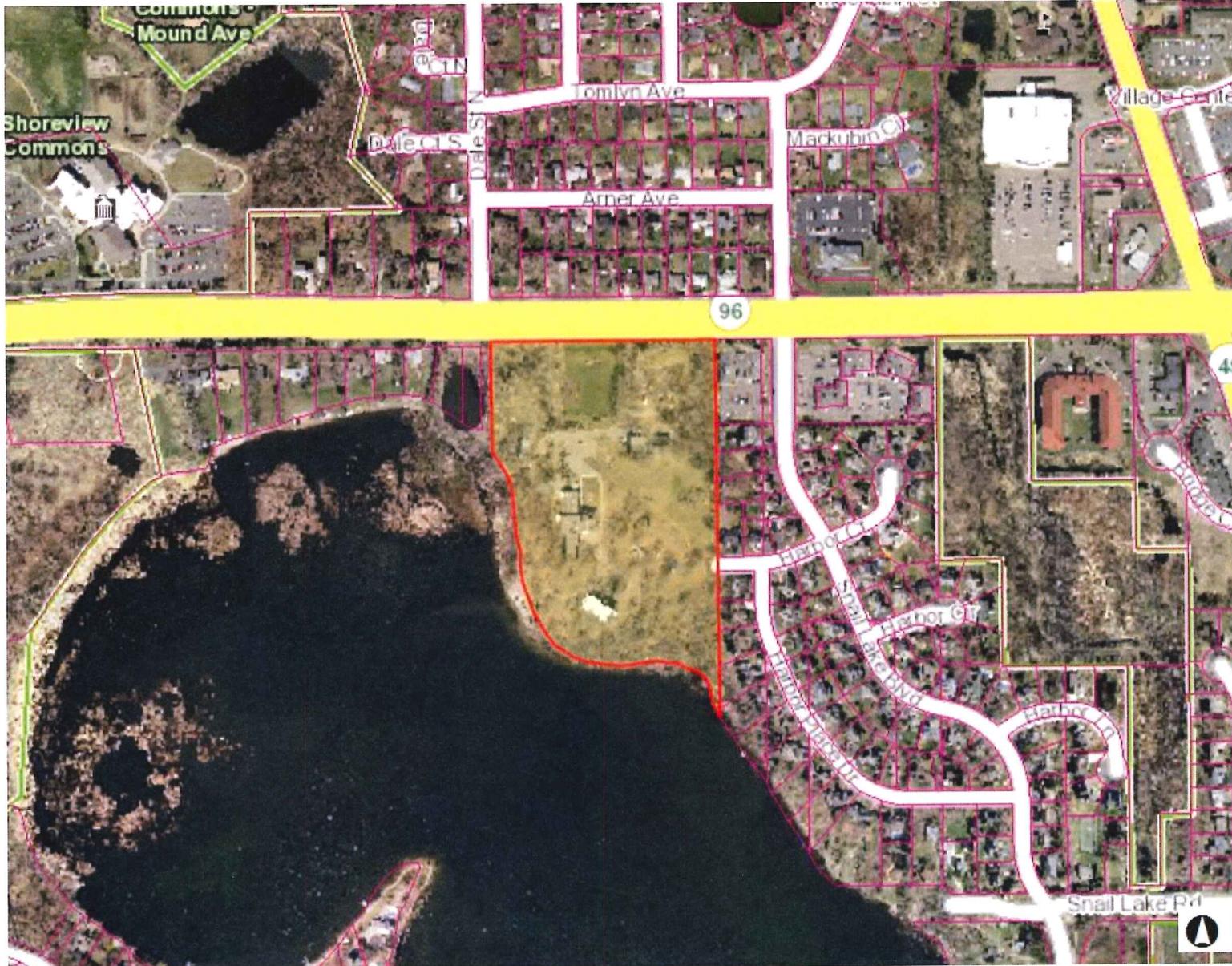
The City of Shoreview Engineering Department has reviewed the site plan submittal dated June 23, 2014. Engineering staff has the following comments regarding the plans:

1. The project is located within the Grass Lake Watershed, which is governed by the Ramsey-Washington Metro Watershed District (RWMWD). The disturbed area for the project is not large enough to require a permit from the RWMWD.
2. The proposed improvements do not require the development of a stormwater management plan.
3. The plans do include a surface water management plan for best management practices, to control erosion, and establish permanent vegetation.
4. There is an 8" water service for the property that extends from Harbor Court into the property. This is not shown on the submitted plans. It appears, from our records, which is not an as-built, that the water main may be close to the new bathroom structure and should be located on the building plan submittal.
5. The bathroom building will require water and sanitary sewer permits. It may require a SAC letter if the use has increased. They will need to submit plans to MCES for a determination if the project moves forward.
6. A new water service is being installed for a shower head/foot wash at the Beach House. A water permit is required. No sewer connection is proposed.
7. An escrow for Erosion Control will be required.
8. Tree protection shall be maintained throughout construction.

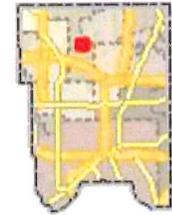
If you have any questions or would like to discuss the comments please contact Tom Wesolowski at 651-490-4652



# Union Gospel Mission - 580 Highway 96



## Legend



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

## Notes

Site and Building Plan Review

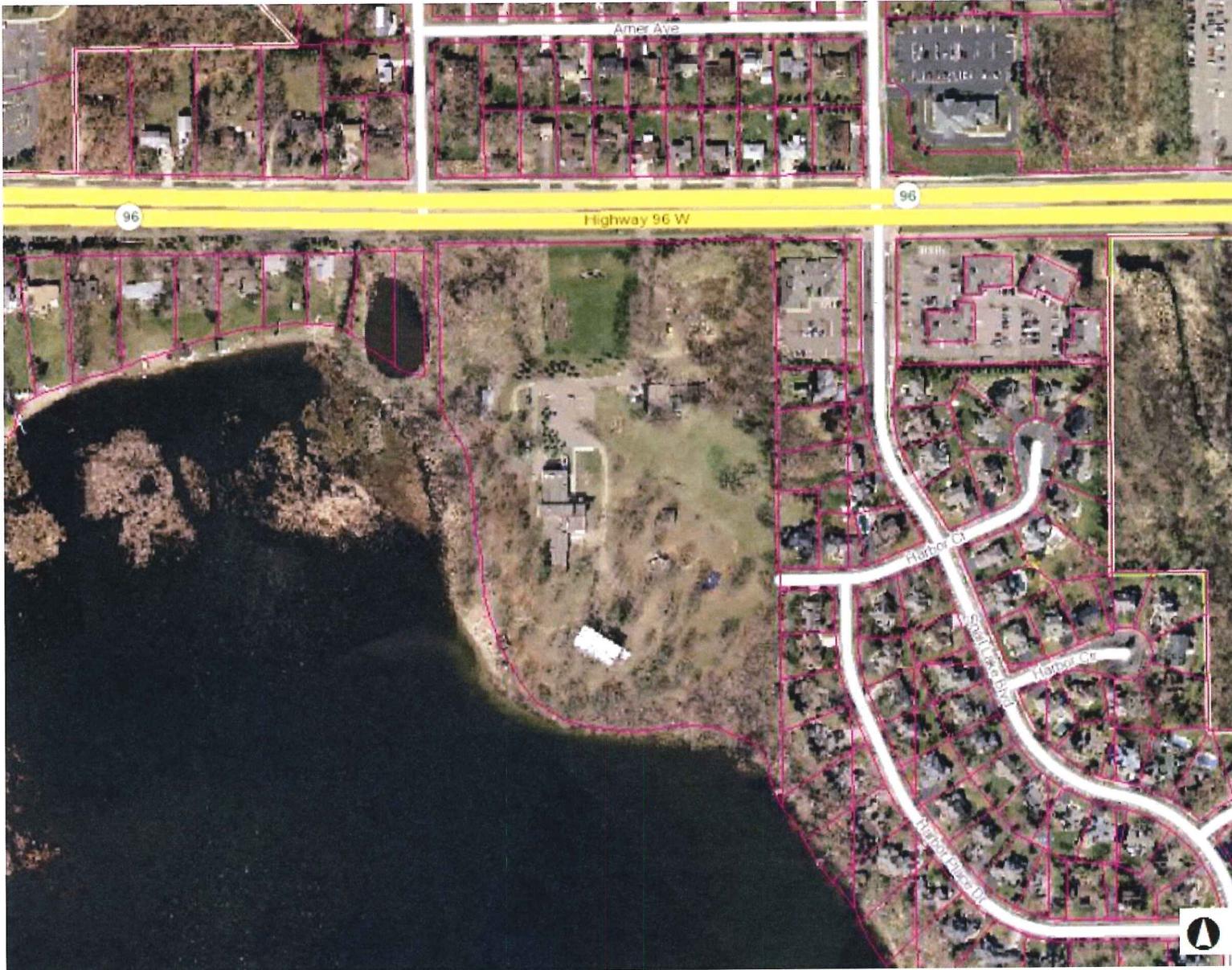
1,011.9 0 505.97 1,011.9 Feet

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**



# Union Gospel Mission - 580 Highway 96



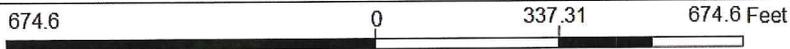
### Legend



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

### Notes

Site and Building Plan Review



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

# Heller architects inc.

▶ Rob Warwick  
Senior Planner  
City of Shoreview  
Planning & Zoning Department  
4600 Victoria Street North  
Shoreview, Minnesota 55126

**RE: Site Plan Review Application for  
Union Gospel Mission  
Gospel Hill Camp  
580 Hwy 96 W  
Shoreview, Minnesota 55126**

23 June 2014

Dear Rob:

On behalf of Union Gospel Mission (UGM), we are submitting the attached Site Plan Review Application, associated drawings and supporting information listed below for proposed improvements at Union Gospel Mission Gospel Hill Camp. This submittal is for the July 22, 2014 Planning Commission Meeting and August 4<sup>th</sup> or 18<sup>th</sup>, 2014 City Council Meeting.

The drawings listed below are attached as part of this submittal. One (1) 8 ½"x11" copy, one (1) 11"x17" copy, and four (4) 24"x36" copies are attached.

- A0.0 Title Sheet / Reference Site Plan
- A1.0 Restroom Building Plan & Elevations
- A2.0 Beach House Plan & Elevations
- A3.0 Existing & Proposed Project Images  
Survey
- C1.0 Demolition & Erosion Control Plan
- C2.0 Grading, Paving and Utility Plan
- L1.1 Existing Lake Access Improvements Landscape Plan
- L1.2 Front Entry Landscape Plan
- L1.3 Restroom Building Landscape Plan

**Property Information:**

The following property information is based on Ramsey County records:

Location: Union Gospel Mission – Gospel Hill Camp & Ministry Center  
580 Hwy 96 W  
Shoreview, Minnesota 55126

Property Identification Number (PIN): 24.30.23.22.2005

Plat or Section / Township / Range: 24 / 30 / 23

Legal Description: Lakeview Ave Vac Accruing And Lots 1 thru Lot 4

Current Zoning: Planned Unit Development (PUD)

**Current Use:**

The property and buildings are used for a variety of activities throughout the year including one and multi-day camps for teenagers, staff retreats, weddings, corporate planning sessions and various other gatherings and retreats. The use will remain the same and the proposed improvements will support and enhance the current uses.

\\H2arch\heller architects\l\HA  
Projects\1017.00 Union Gospel  
Camp\Correspondence\Site Plan Submittal  
062314\062314dh-Shoreview.doc

Heller Architects Inc.  
1410A Sylvan Street  
Saint Paul, MN 55117  
651.487.6447 Fax  
651.487.8558 Tel

**Proposed Improvements:**

The proposed improvements consist of the following three improvement areas:

**New Restroom Building:**

This portion of work consists of removing an existing and providing a new restroom building near the center of the site. The existing building is in need of numerous repairs and updates and does not meet the current needs. Therefore, a new restroom building is proposed that will provide new toilet facilities near the playground as well as a janitor's closet, drinking fountain and a covered gathering and picnic patio.

**Beach House Improvements:**

The existing beach house functions as changing/dressing rooms and provides storage for beach related amenities. The building has not been updated for a number of years and is in need of improvements, mostly aesthetic. The proposed improvements include the following:

- New roof over the dressing rooms that will function as a canopy but not totally enclose the spaces. At one time a roof existed but it is unknown when it was removed.
- New concrete block partition walls within the dressing rooms to create changing booths.
- New storage cubbies, towel/clothes hooks and bench.
- New concrete floor slab to replace existing.
- Patching and painting all existing concrete block walls for a fresh appearance.
- New storage room door and louvers to replace existing.
- New retaining wall on the east side behind the building to lower grade elevation thus preventing views into the changing rooms and preventing direct access to the roof.
- New water line, outdoor shower head and foot wash. The proposed water line will replace an abandoned line that has not been used in years but was used for a shower and drinking fountain.
- New gravel service path to replace the existing field stone path which is too narrow and steep for service vehicles. The new gravel path will reduce runoff to the lake and will include a Geogrid fabric to stabilize the slope.

**Entrance Landscaping:**

This portion of work consists of adding new landscaping near the front entrance walkway to screen existing mechanical equipment.

Thank you for your consideration. Feel free to call us with any questions or if additional information is needed.

Sincerely,



**Heller Architects Inc.**

Dave Heller  
Principal

XC:  
Greg Verley (union Gospel Mission)  
File

# Union Gospel Mission

## Gospel Hill Camp & Ministry Center NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS

580 Highway 96 West  
Shoreview, Minnesota

SITE PLAN REVIEW SUBMITTAL

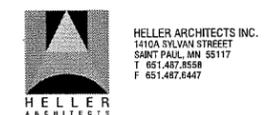
6.23.14

### UNION GOSPEL MISSION

Gospel Hill Camp & Ministry Center  
580 West Hwy 96  
Shoreview, Minnesota 55126

### NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS

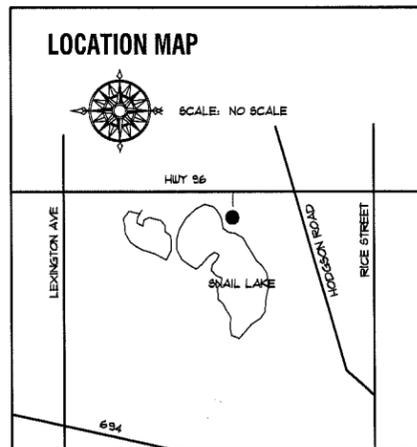
#### ARCHITECT:



#### CIVIL & STRUCTURAL ENGINEER:



#### LANDSCAPE ARCHITECT:



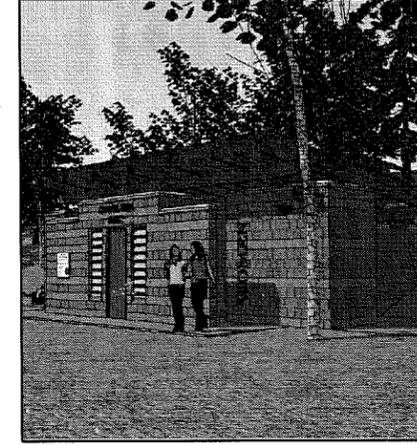
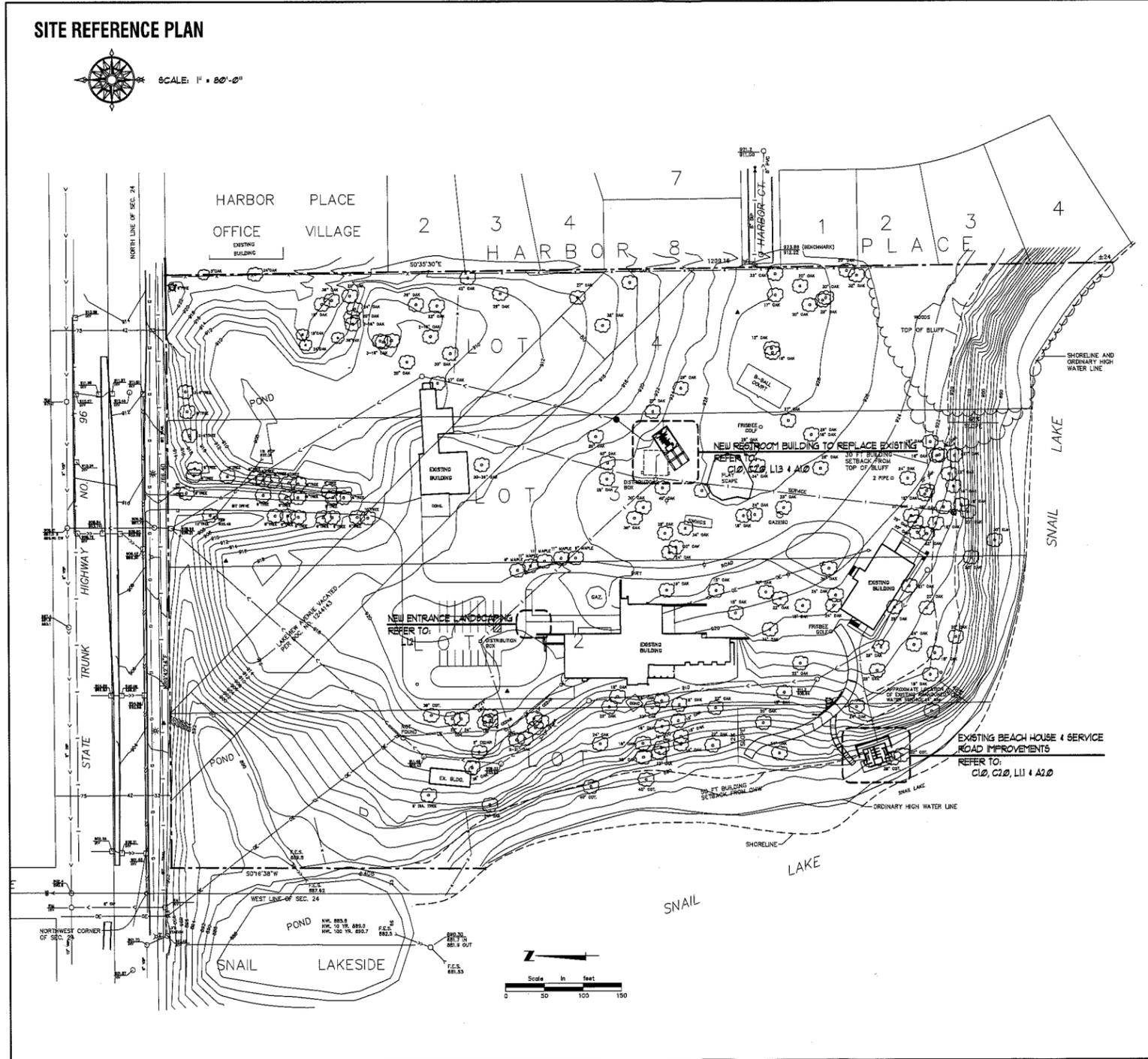
**SCOPE OF WORK**

THE PROJECT CONSISTS OF THE FOLLOWING THREE IMPROVEMENT AREAS:

**NEW RESTROOM BUILDING:**  
THIS PORTION OF WORK CONSISTS OF REMOVING AN EXISTING RESTROOM BUILDING AND REPLACING IT WITH A NEW RESTROOM BUILDING THAT WILL ALSO PROVIDE AN OUTDOOR COVERED GATHERING PATIO.

**BEACH HOUSE IMPROVEMENTS:**  
THIS PORTION OF WORK CONSISTS OF ADDING A NEW ROOF OVER THE EXISTING BEACH HOUSE, MAKING AESTHETIC IMPROVEMENTS AS WELL AS ADDING NEW PARTITION WALLS WITHIN FOR PRIVACY WHILE CHANGING. OTHER PROPOSED IMPROVEMENTS INCLUDE ADDING AN OUTDOOR SHOWER HEAD AND FOOT WASH AS WELL AS REPLACING THE EXISTING SERVICE DRIVE.

**ENTRANCE LANDSCAPING:**  
THIS PORTION OF WORK CONSISTS OF ADDING NEW LANDSCAPING NEAR THE FRONT ENTRANCE WALKWAY TO SCREEN EXISTING MECHANICAL UNITS.



**SHEET INDEX**

ARCHITECTURAL	
A0.0	TITLE SHEET / SITE REFERENCE PLAN
A1.0	RESTROOM PLAN & ELEVATIONS
A2.0	BEACH HOUSE PLAN & ELEVATIONS
A3.0	PROPOSED PROJECT IMAGES

CIVIL	
C1.0	TOPOGRAPHIC SURVEY
C1.0	DEMOLITION AND EROSION CONTROL PLAN
C2.0	GRADING, PAVING AND UTILITY PLAN

LANDSCAPE	
L1.1	LAKE ACCESS IMPROVEMENTS LANDSCAPE PLAN
L1.2	FRONT ENTRY LANDSCAPE PLAN
L1.3	BATHROOM BUILDING LANDSCAPE PLAN

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

PRINT NAME: DAVID J. HELLER  
SIGNATURE: \_\_\_\_\_  
DATE: 06/23/14 LICENSE NO: 25308

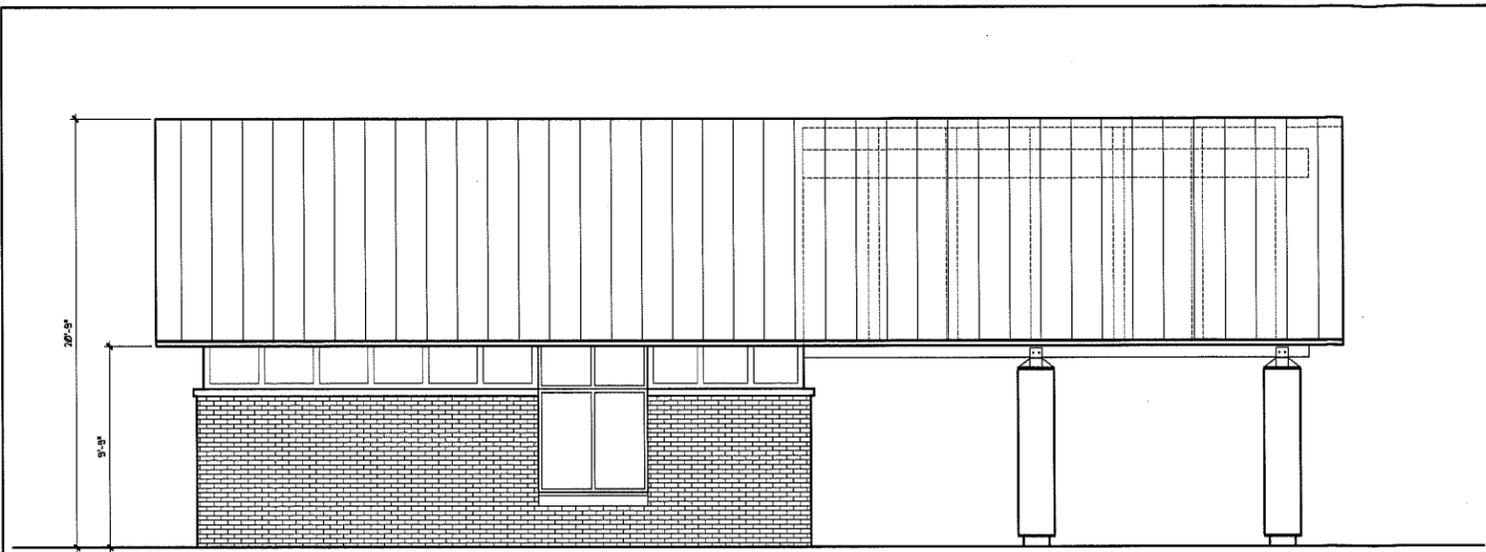
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Project No.: 1017.01  
Date: 6/23/14  
Revisions:

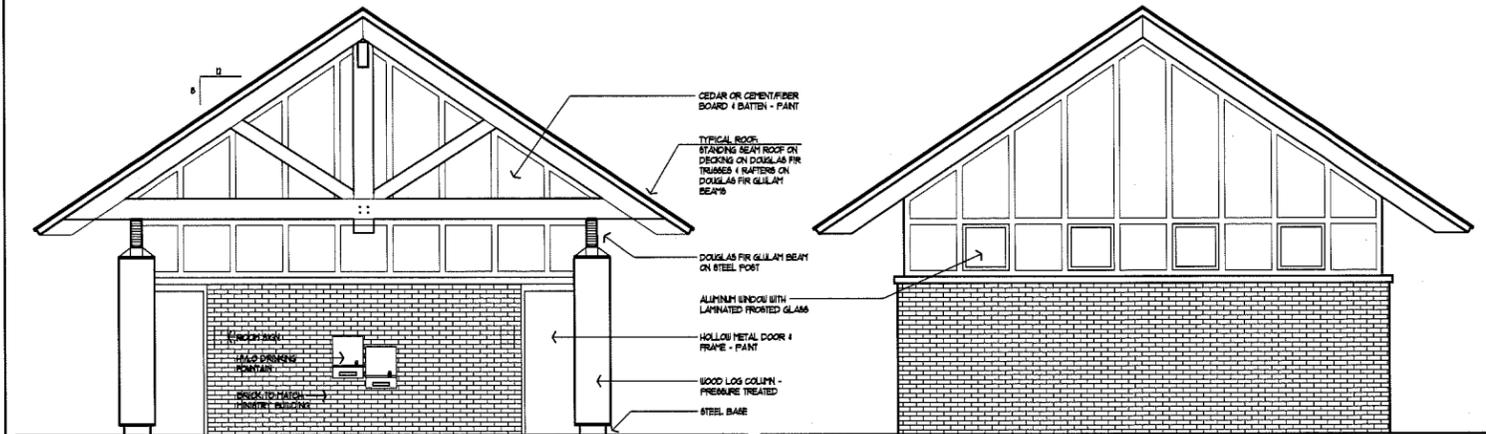
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NOT FOR CONSTRUCTION

Title  
▶ TITLE SHEET / SITE PLAN

Sheet Number  
**A0.0**

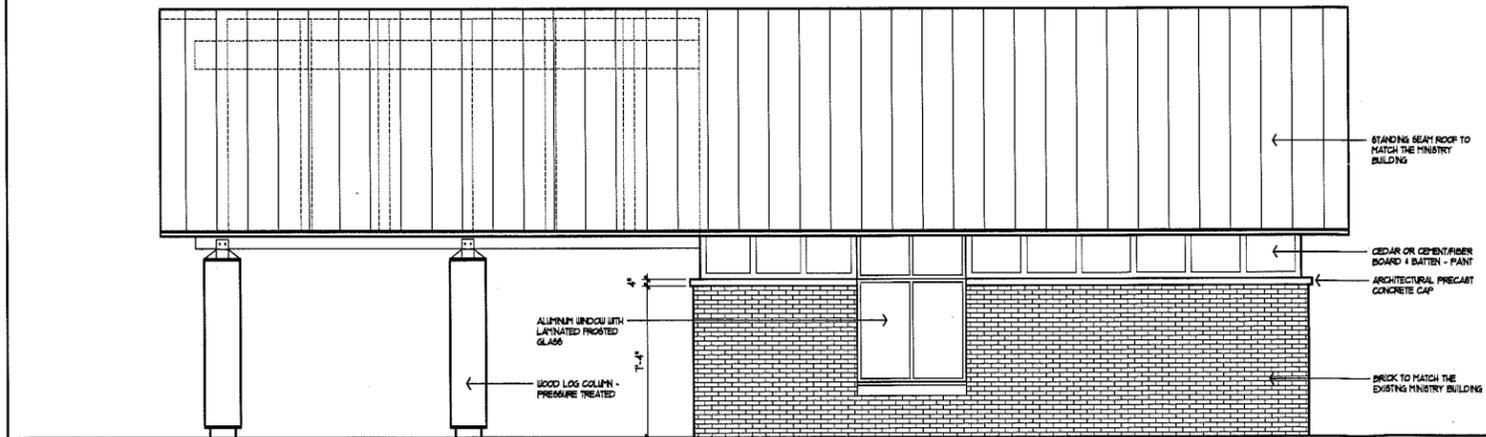


C NORTH ELEVATION



B WEST ELEVATION

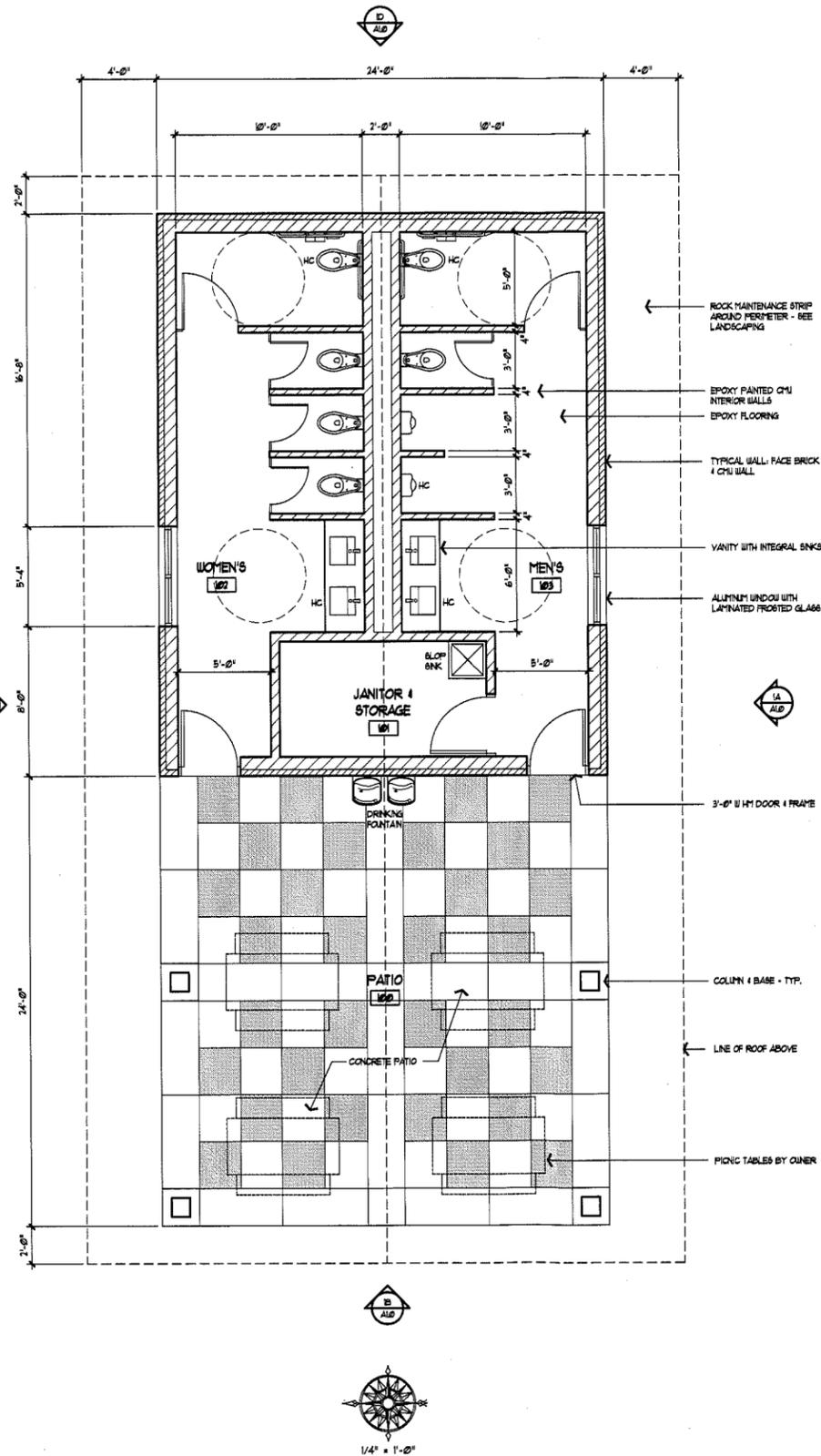
D EAST ELEVATION



A SOUTH ELEVATION

NEW RESTROOM ELEVATIONS

1/4" = 1'-0"



RESTROOM BUILDING FLOOR PLAN

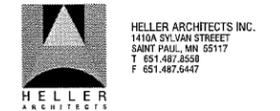
1/4" = 1'-0"

# UNION GOSPEL MISSION

Gospel Hill Camp & Ministry Center  
580 West Hwy 96  
Shoreview, Minnesota 55126

## NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS

ARCHITECT:



CIVIL & STRUCTURAL ENGINEER:



LANDSCAPE ARCHITECT:



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

PRINT NAME: DAVID J. HELLER  
SIGNATURE: \_\_\_\_\_  
DATE: 06/23/14 LICENSE NO: 25308

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Project No.: 1017.01  
Date: 6/23/14  
Revisions:

SITE PLAN REVIEW SUBMITTAL (6/23/14)  
NOT FOR CONSTRUCTION

Title

► RESTROOM BLDG  
PLAN & ELEVS

Sheet Number

# A1.0

**UNION GOSPEL MISSION**  
 Gospel Hill Camp & Ministry Center  
 580 West Hwy 96  
 Shoreview, Minnesota 55126

**NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS**

ARCHITECT:  
 HELLER ARCHITECTS INC.  
 1410A SYLVAN STREET  
 SAINT PAUL, MN 55117  
 T 651.487.8558  
 F 651.487.6447

CIVIL & STRUCTURAL ENGINEER:  
 BKBM ENGINEERS  
 8308 BROOKLYN BLDG.  
 MINNEAPOLIS, MN 55429  
 T 763.843.0420  
 F 763.843.0421

LANDSCAPE ARCHITECT:  
 CALYX DESIGN GROUP, LLC  
 1583 BERKELEY AVENUE, STE A  
 SAINT PAUL, MN 55105  
 T 651.554.5485

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

PRINT NAME: DAVID J. HELLER  
 SIGNATURE: \_\_\_\_\_  
 DATE: 06/23/14 LICENSE NO: 25308

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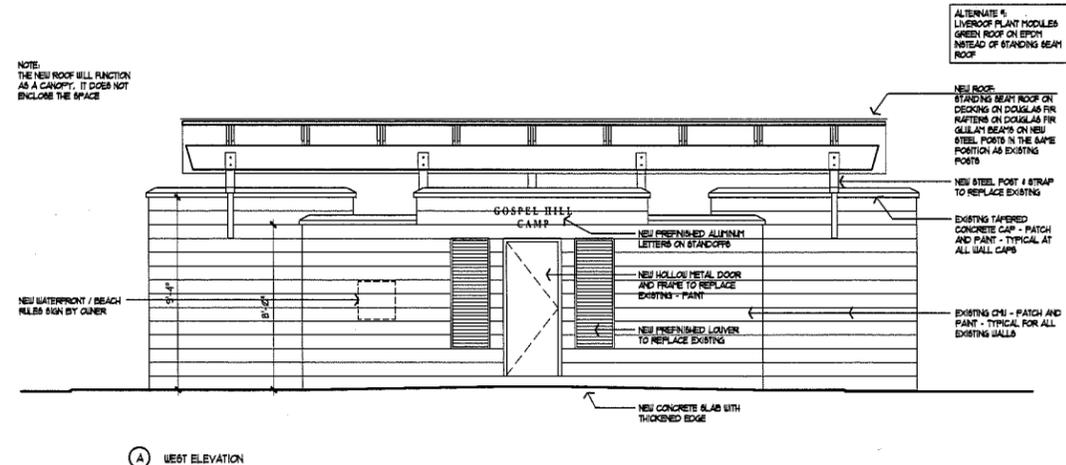
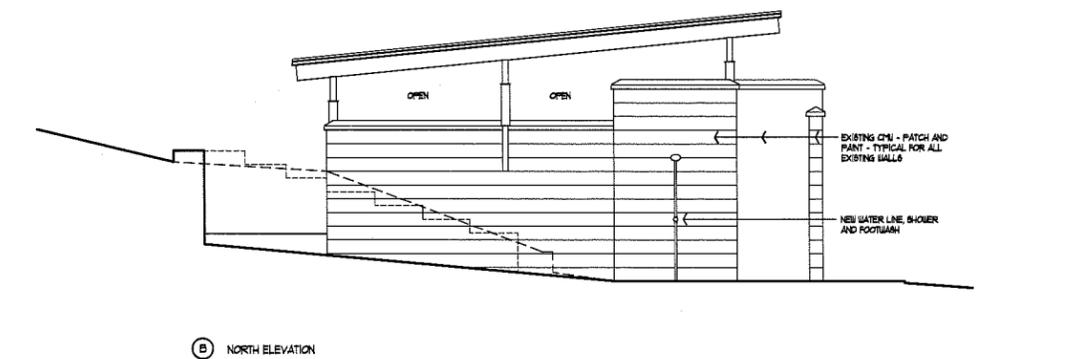
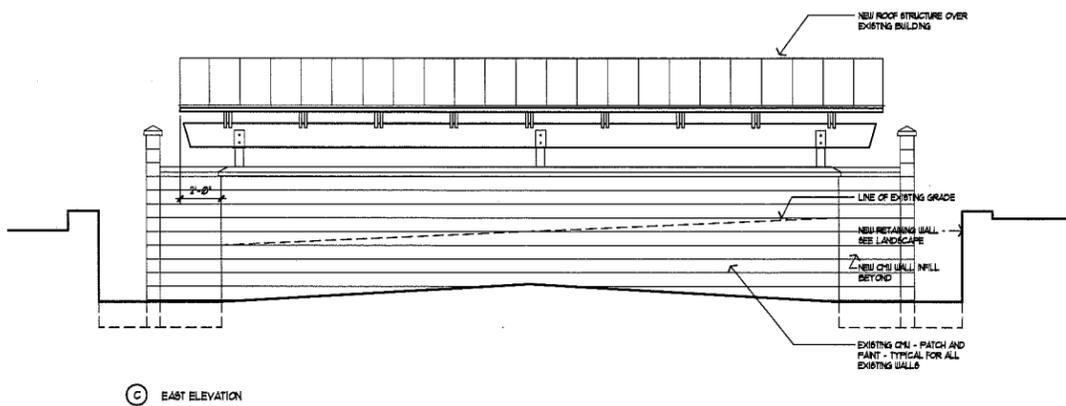
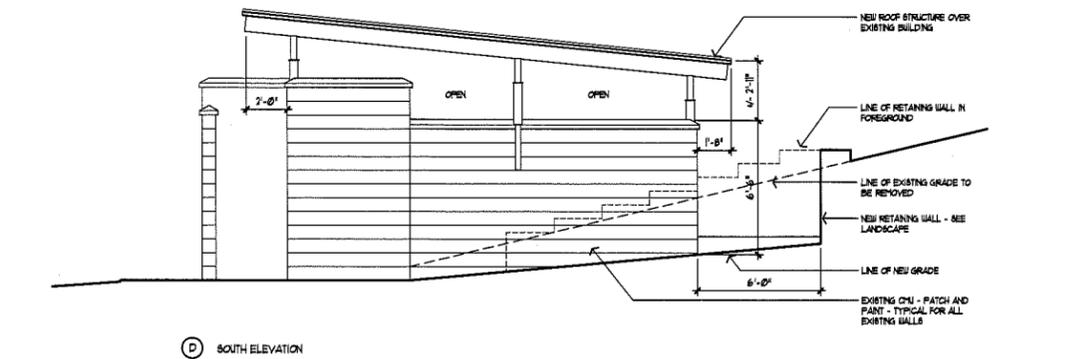
Project No.: 1017.01  
 Date: 6/23/14  
 Revisions:

SITE PLAN REVIEW SUBMITTAL (6/23/14)  
 NOT FOR CONSTRUCTION

Title  
 ► BEACH HOUSE PLAN & ELEV'S

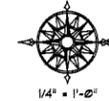
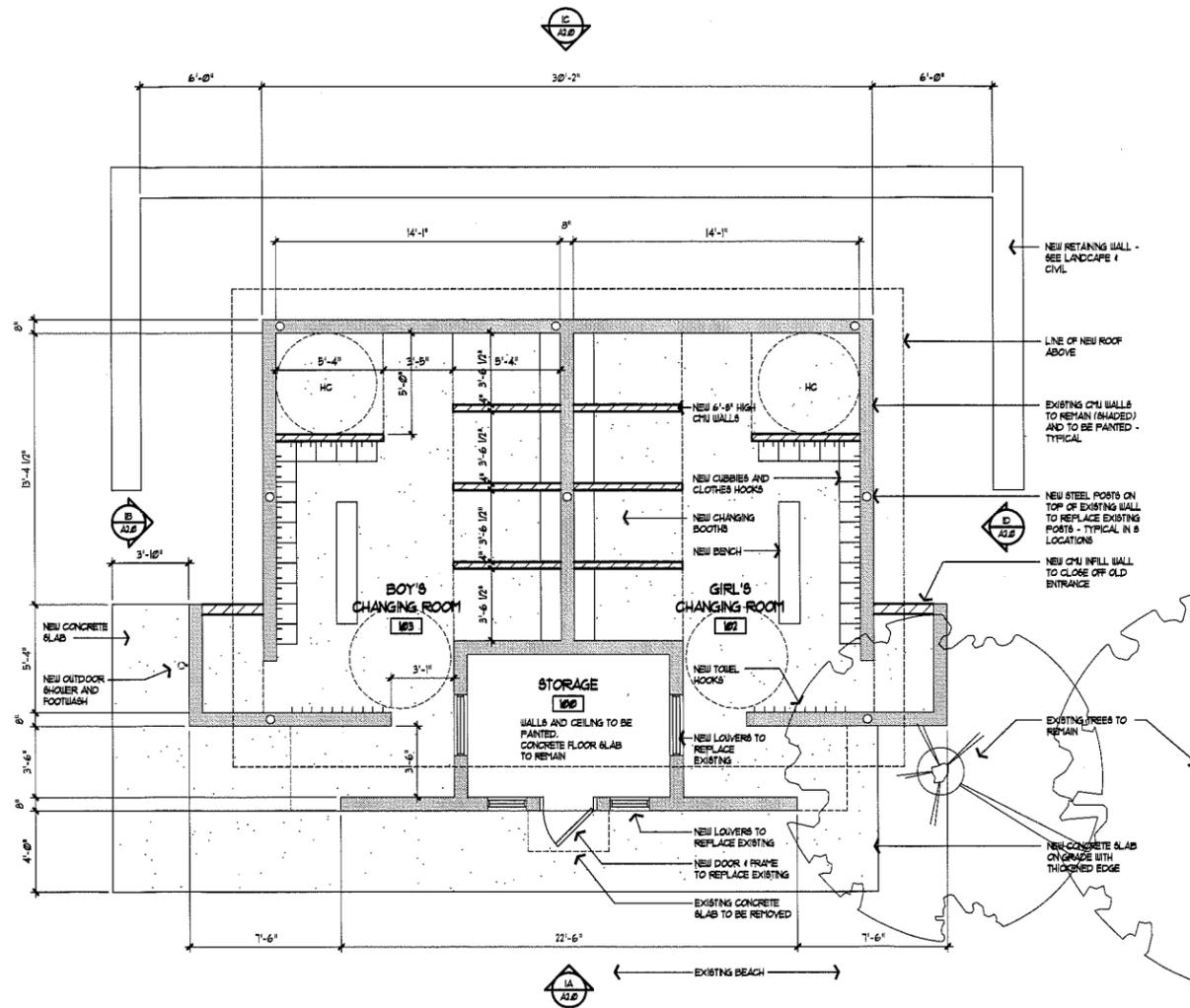
Sheet Number

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**BEACH HOUSE ELEVATIONS**

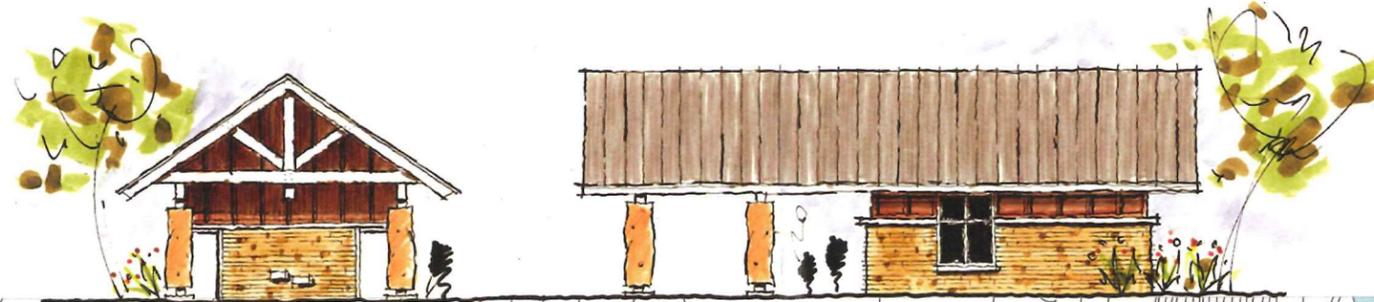
1/4" = 1'-0"



**BEACH HOUSE FLOOR PLAN**



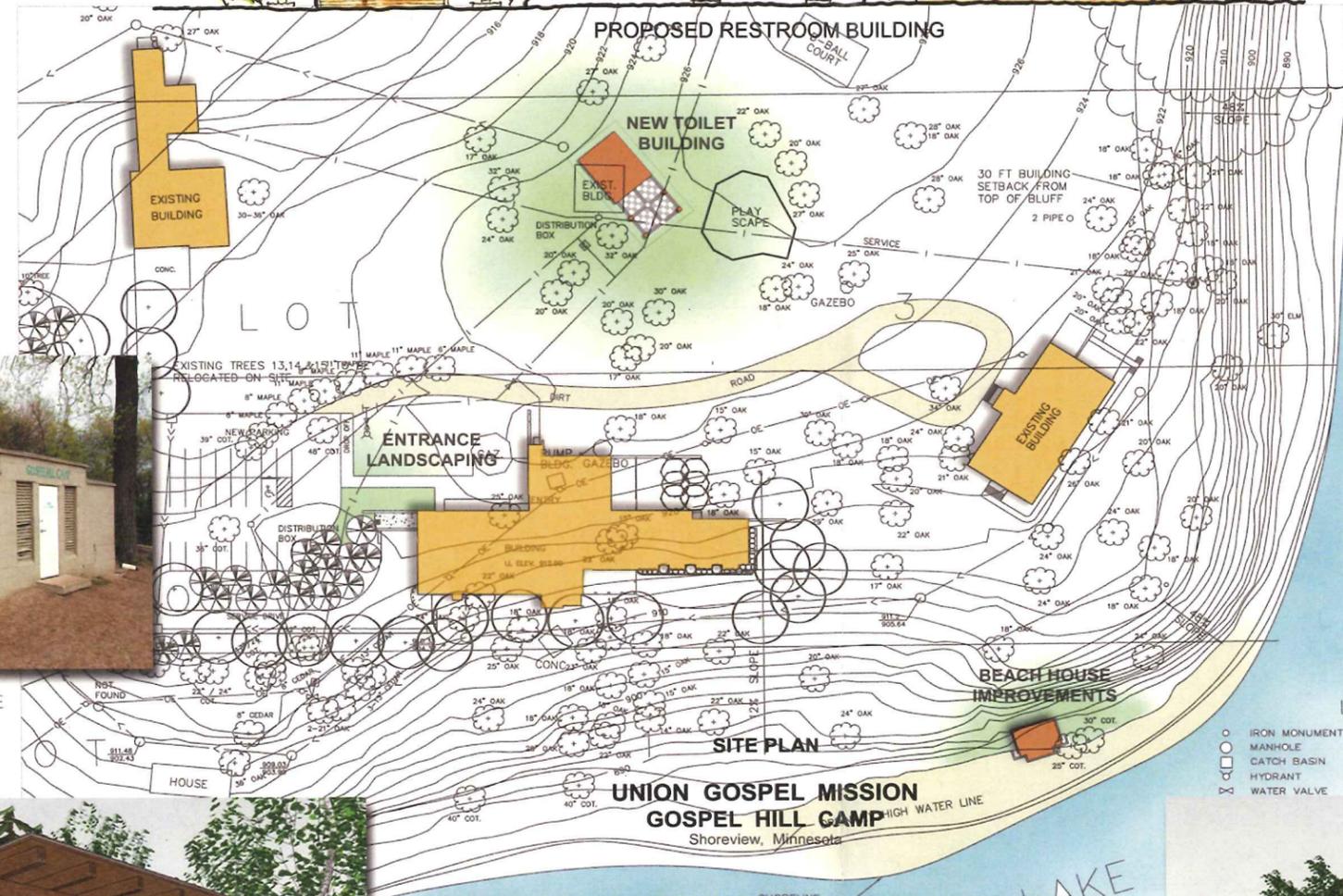
EXISTING RESTROOM BUILDING



PROPOSED RESTROOM BUILDING



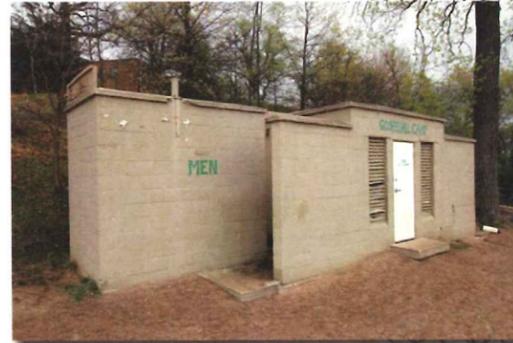
EXISTING RESTROOM BUILDING



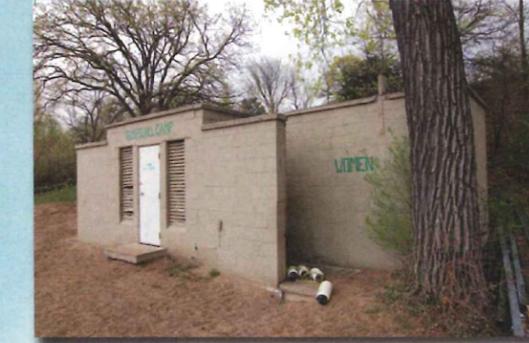
UNION GOSPEL MISSION  
GOSPEL HILL CAMP  
Shoreview, Minnesota

LEGEND

- IRON MONUMENT
- MANHOLE
- CATCH BASIN
- HYDRANT
- WATER VALVE



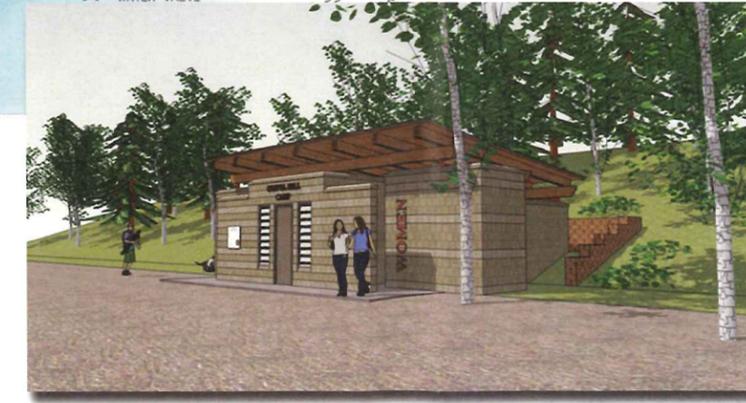
EXISTING BEACH HOUSE



EXISTING BEACH HOUSE



PROPOSED BEACH HOUSE IMPROVEMENTS



**UNION GOSPEL MISSION**  
Gospel Hill Camp & Ministry Center  
580 West Hwy 96  
Shoreview, Minnesota 55126

**NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS**

ARCHITECT:  
**HELLER ARCHITECTS INC.**  
14705 31<sup>ST</sup> AVE. STE 101  
SARF PAVILION, MN 55117  
T. 651.487.8588  
F. 651.487.8447

CIVIL & STRUCTURAL ENGINEER:  
**BKBM ENGINEERS**  
5800 BROADWAY, SUITE 200  
MINNEAPOLIS, MN 55424  
T. 763.433.0420  
F. 763.433.0421

LANDSCAPE ARCHITECT:  
**cdg CALYX DESIGN GROUP, LLC**  
1580 BIRNIE ST. AVE. SUITE A  
SARF PAVILION, MN 55109  
T. 651.324.5198

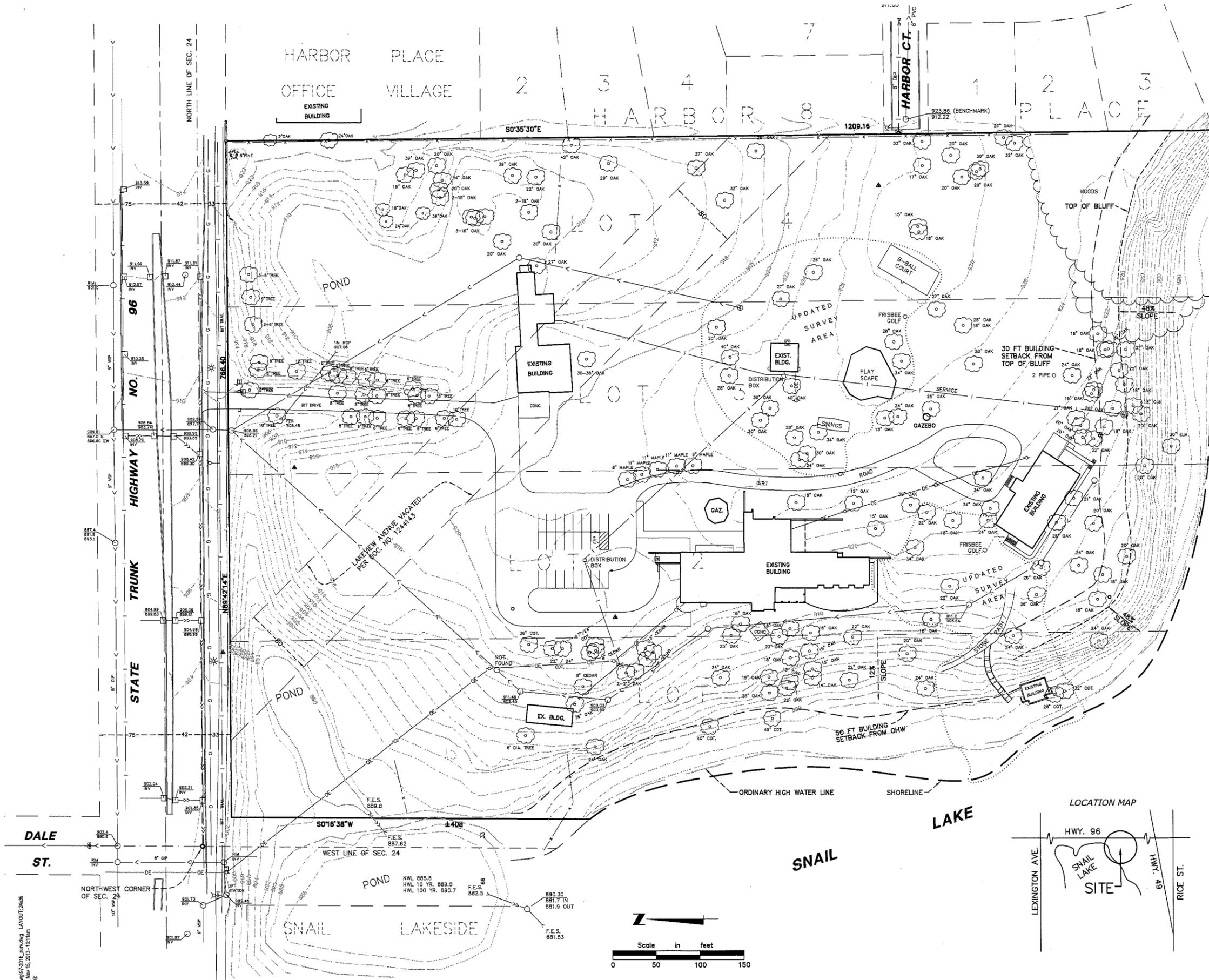
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the State of Minnesota.  
DATE: 06/23/14  
DRAWN BY: DAVID J. HELLER  
PROJECT NO.: 1017.01  
DATE: 6/23/14

Project No.: 1017.01  
Date: 6/23/14  
Revisions:

SITE PLAN REVIEW SUBMITTAL (6/23/14)  
NOT FOR CONSTRUCTION

Title  
▶ PROPOSED IMAGES

Sheet Number  
**A3.0**



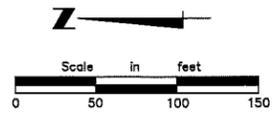
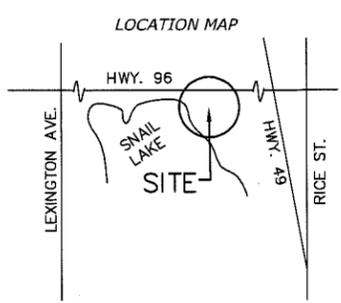
**LEGAL DESCRIPTION:**  
 Lots 1, 2, 3 & 4, J.F. Eisenminger's Lake Villa, Ramsey County, Minnesota.

- NOTES:**
- The locations of underground utilities were taken from available map and records. The locations are not exact.
  - The approximate area of the property (calculated to the present shoreline) is 812,454 square feet or 18.6514 acres.
  - This survey was prepared without the benefit of title research and may not show all the easements that such research might divulge.
  - The elevation of Snail Lake was 882.5 feet NGVD '29 on November 5, 1997.
  - The Ordinary High Water is 883.7 feet NGVD '29.
  - The property is not currently zoned, it is designated UND - Underdeveloped. No setbacks are associated with the UND designation.
  - Snail Lake is classified General Development Waters for the purpose of shoreland management.
  - Benchmark: Rim of Sanitary Manhole at end of Harbor Court. Elevation = 923.86
  - The 100 year flood elevation is 884.6 feet NGVD '29.

**CERTIFICATION:**  
 I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Paul Thorp, Land Surveyor  
 Minnesota License Number 13637  
 Date: November 15, 2013

**LEGEND:**

○	IRON MONUMENT	— x —	FENCE
□	MANHOLE	— —	WATERMAIN
○	CATCH BASIN	— —	SANITARY SEWER
○	HYDRANT	— —	STORM SEWER
○	WATER VALVE	— —	ELECTRIC
○	LIGHT POLE	— —	OVERHEAD ELECTRIC
○	POWER POLE	— —	TELEPHONE
○	TELEPHONE BOX	— —	OVERHEAD TELEPHONE
○	TRANSFORMER	— —	ELECTRIC
○	ELECTRIC BOX/METER	— —	GASMAIN
○	SIGN	— —	TELEVISION/CABLE
○	GAS METER	○	UPDATED SURVEY AREA
○	WELL		

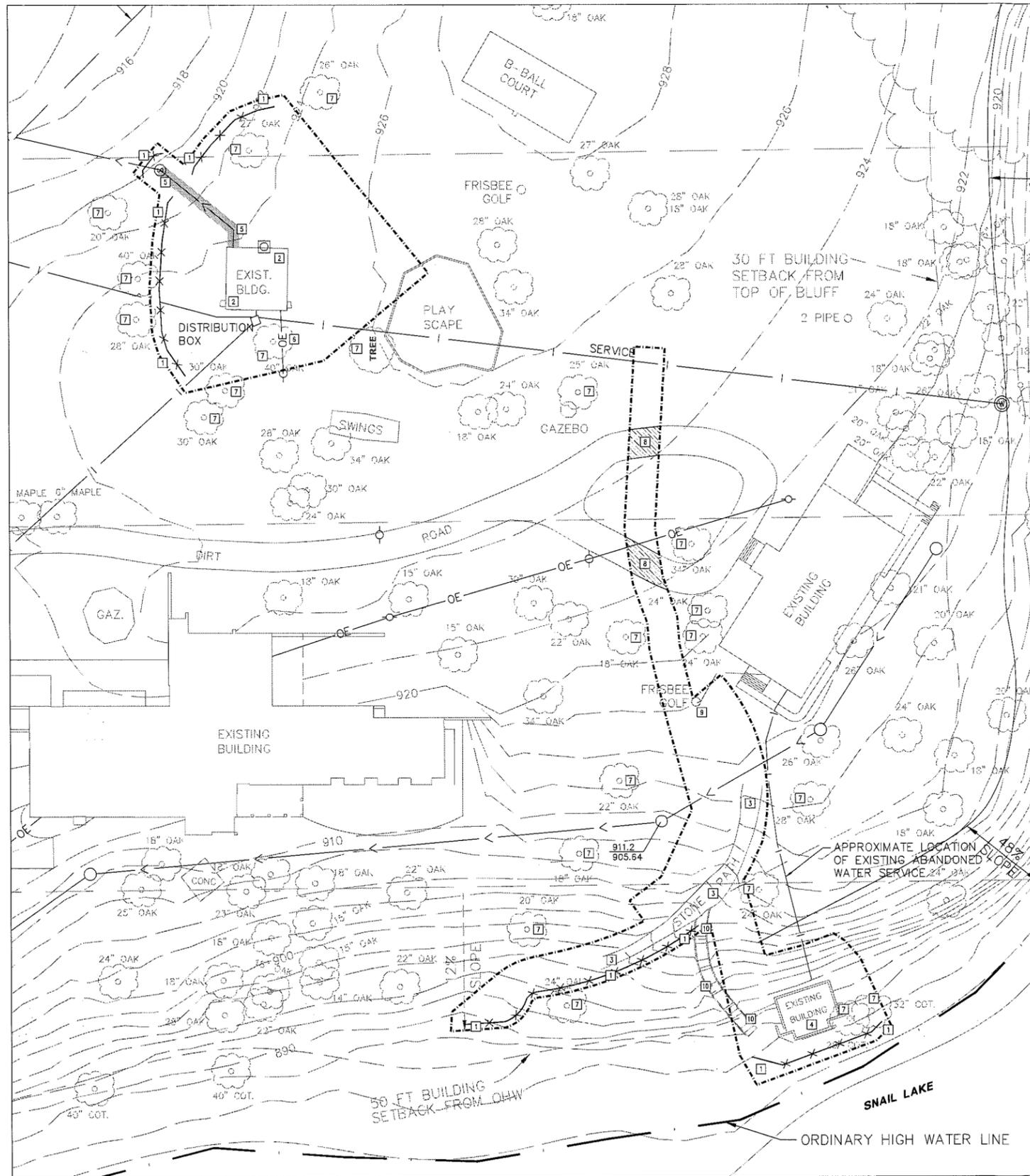


# EXISTING CONDITIONS SURVEY

**UNION GOSPEL MISSION  
 GOSPEL HILL MINISTRY CENTER**  
 SHOREVIEW, MINNESOTA

<p>Engineering · Surveying          Landscape Architecture</p> <p><b>HANSEN THORP PELLINEN OLSON, Inc.</b>          7510 Market Place Drive • Eden Prairie, MN 55344          952-829-0700 • 952-829-7808 fax</p>	Revision _____ _____ _____ _____	Project No. 97-207B Drawn by DRC/IB Checked by PAT Book/Page N/A Date: Client: Union Gospel
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 USER: dmp/pen

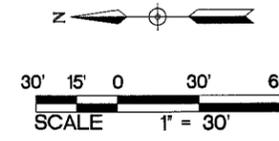


**PROPOSED PLAN SYMBOLS**

CONSTRUCTION LIMITS	---
SILTATION FENCE	---X---
PROPERTY LINE	---
PIPE REMOVAL	▨
DIRT ROAD REMOVAL	▩

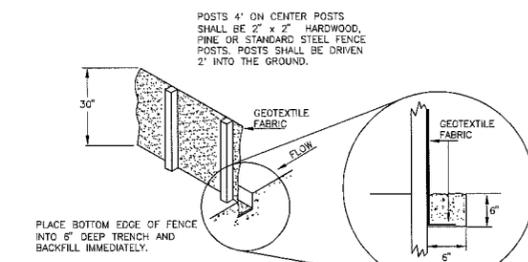
\*NOTE: CONSTRUCTION LIMITS ARE ANTICIPATED TO BE PROPERTY LINE UNLESS OTHERWISE SHOWN.

APPROXIMATE DISTURBED AREA IS 0.75 ACRES



**DEMOLITION AND REMOVAL NOTES:**

1. PRIOR TO START OF DEMOLITION, ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE INSTALLED BY THE CONTRACTOR AND INSPECTED BY THE CITY OF SHOREVIEW AND RAMSEY WASHINGTON METRO WATERSHED DISTRICT. ALL SILT FENCES SHALL BE INSTALLED AND INSPECTED PRIOR TO ANY CONSTRUCTION ACTIVITY. SILT FENCES SHALL BE INSTALLED ALONG THE CONTOUR.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR IF MAPPED, ARE SHOWN CORRECTLY. CONTACT Gopher State One Call at 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
3. THERE MAY BE MISCELLANEOUS ITEMS TO BE REMOVED THAT ARE NOT IDENTIFIED ON THESE PLANS. THE CONTRACTOR SHALL VISIT THE SITE AND REVIEW THE DOCUMENTS TO OBTAIN A CLEAR UNDERSTANDING OF THE INTENDED SCOPE OF WORK.
4. PRIOR TO START OF CONSTRUCTION, DISCONNECT ALL GAS AND ELECTRIC SERVICES. COORDINATE DISCONNECTION OF EACH UTILITY WITH THE UTILITY OWNER. REMOVE ALL GAS AND ELECTRIC LINES UNDER PROPOSED BUILDING FOOTPRINT.
5. ANY UTILITIES NOT INDICATED FOR REMOVAL OR ABANDONMENT, ARE TO BE PROTECTED AT ALL TIMES.
6. THE BACKGROUND INFORMATION WAS PREPARED BY HANSEN THORP PELLINEN OLSON, INC. (952)829-0700.



NOTE: SILT FENCE MATERIALS AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF MN/DOT 388E.2

2 SILTATION FENCE NOT TO SCALE

**ABBREVIATIONS**

BLDG	Building
BM	Bench Mark
BW	Bottom of Wall
CB	Catch Basin
CONC	Concrete
DIP	Ductile Iron Pipe
ELEV	Elevation
EX	Existing
FFE	Finished Floor Elevation
HWL	High Water Level
INV	Invert
LFE	Lower Floor Elevation
MAX	Maximum
MH	Manhole
MIN	Minimum
NIC	Not In Contract
NWL	Normal Water Level
PVC	Polyvinyl Chloride
PCP	Reinforced Concrete Pipe
RCD	Reinforced Concrete Pipe
TW	Top of Wall
W.O.	Washout

**KEYED NOTES**

- KEYED NOTES ARE DENOTED BY [ ] ON PLAN.
1. INSTALL SILT FENCE. REFER TO DETAIL 2/C1.0.
  2. REMOVE BUILDING IN ITS ENTIRETY, INCLUDING OVERHANGS, FOOTINGS, AND SMALL UTILITIES. COORDINATE REMOVAL OF SMALL UTILITIES WITH LOCAL UTILITY COMPANIES.
  3. REMOVE EXISTING STONE PATH IN ITS ENTIRETY.
  4. SELECTIVE BUILDING DEMOLITION. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
  5. REMOVE SANITARY SEWER SERVICE FROM EXISTING BUILDING TO THE EXISTING MANHOLE. SANITARY SEWER SERVICE LOCATION SHOWN IS APPROXIMATE. CONTRACTOR SHALL FIELD LOCATE AND CONTACT CIVIL ENGINEER WITH FINDINGS.
  6. REMOVE EXISTING OVERHEAD ELECTRIC LINE. COORDINATE REMOVAL WITH UTILITY OWNER.
  7. EXISTING TREE TO REMAIN. PROTECT AT ALL TIMES.
  8. REMOVE AND REPLACE PORTION OF DIRT ROAD NECESSARY FOR INSTALLATION OF PROPOSED WATER LINE. COORDINATE REMOVAL WITH UTILITY CONTRACTOR.
  9. REMOVE AND REPLACE DISC GOLF TEE FOR WATER LINE INSTALLATION. INTENT IS TO REUSE EXISTING TEE.
  10. EXISTING CONCRETE STAIRS TO REMAIN, PROTECT AT ALL TIMES.

**EROSION CONTROL NOTES:**

1. ALL EROSION CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY SITE GRADING OPERATIONS. THE CITY ENGINEERING DEPARTMENT AND WATERSHED DISTRICT MUST BE NOTIFIED UPON COMPLETION OF THE INSTALLATION OF THE REQUIRED EROSION CONTROL FACILITIES AND PRIOR TO ANY GRADING OPERATION BEING COMMENCED. THE CONTRACTOR IS RESPONSIBLE TO SCHEDULE A PRE-CONSTRUCTION GRADING MEETING ON-SITE WITH THE CITY AND WATERSHED DISTRICT. IF DAMAGED OR REMOVED DURING CONSTRUCTION, ALL EROSION CONTROL FACILITIES SHALL BE RESTORED AND IN PLACE AT THE END OF EACH DAY.
2. ANY EROSION CONTROL FACILITIES DEEMED NECESSARY BY THE CITY OR WATERSHED, BEFORE, DURING OR AFTER THE GRADING ACTIVITIES, SHALL BE INSTALLED AT THEIR REQUEST.
3. NO DEVIATIONS SHALL BE MADE FROM THE ELEVATIONS SHOWN ON THE APPROVED GRADING PLAN, WITHOUT PRIOR APPROVAL FROM THE CITY.
4. FLOWS FROM DIVERSION CHANNELS OR PIPES (TEMPORARY OR PERMANENT) SHALL BE ROUTED TO SEDIMENTATION BASINS OR APPROPRIATE ENERGY DISSIPATORS TO PREVENT TRANSPORT OF SEDIMENT TO BEING COMMENCED. THE CONTRACTOR IS RESPONSIBLE TO SCHEDULE A PRE-CONSTRUCTION GRADING MEETING ON-SITE WITH THE CITY AND WATERSHED DISTRICT. IF DAMAGED OR REMOVED DURING CONSTRUCTION, ALL EROSION CONTROL FACILITIES SHALL BE RESTORED AND IN PLACE AT THE END OF EACH DAY.
5. SITE ACCESS ROADS SHALL BE GRADED OR OTHERWISE PROTECTED WITH SILT FENCES, DIVERSION CHANNELS, OR DIKES AND PIPES TO PREVENT SEDIMENT FROM EXITING THE SITE VIA THE ACCESS ROADS. SITE-ACCESS ROADS/DRIVEWAYS SHALL BE SURFACED WITH CRUSHED ROCK WHERE THEY ADJOIN EXISTING PAVED ROADWAYS.
6. SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES OR EQUIPMENT SHALL BE CLEANED DAILY FROM PAVED ROADWAY SURFACES, OR MORE FREQUENTLY IF REQUESTED BY CITY OR WATERSHED, THROUGHOUT THE DURATION OF CONSTRUCTION.
7. DUST CONTROL MEASURES SHALL BE PERFORMED PERIODICALLY WHEN CONDITIONS REQUIRE AND/OR AS DIRECTED BY THE CITY OR WATERSHED.
8. ALL EROSION CONTROL MEASURES SHALL BE USED AND MAINTAINED FOR THE DURATION OF SITE CONSTRUCTION. IF CONSTRUCTION OPERATIONS OR NATURAL EVENTS DAMAGE OR INTERFERE WITH THESE EROSION CONTROL MEASURES, THEY SHALL BE RESTORED TO SERVE THEIR INTENDED FUNCTION AT THE END OF EACH DAY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.
9. ALL CONSTRUCTION DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AS SOON AS POSSIBLE. ANY AREAS WHICH HAVE BEEN FINISHED GRADED OR AREAS THAT HAVE BEEN DISTURBED AND FOR WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY SHALL BE SEEDED AND MULCHED AS SET FORTH IN THE FOLLOWING PARAGRAPHS WITHIN 14 DAYS:
  - A. ALL SEEDED AREAS SHALL BE EITHER MULCHED AND DISC-ANCHORED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION. TEMPORARY STRAW MULCH SHALL BE DISC-ANCHORED AND APPLIED AT A UNIFORM RATE OF NOT LESS THAN TWO TONS PER ACRE AND NOT LESS THAN 80% COVERAGE.
  - B. IF THE GRADED AREA IS ANTICIPATED TO BE RE-DISTURBED/DEVELOPED WITHIN SIX MONTHS, PROVIDE A TEMPORARY VEGETATIVE COVER CONSISTING OF MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) SEED MIXTURE 21-111 (OATS), OR 21-112 (WINTER WHEAT), AT A RATE OF 100 POUNDS PER ACRE.
  - C. IF GRADED AREA WILL NOT BE DEVELOPED FOR A PERIOD GREATER THAN SIX MONTHS, PROVIDE A SEMI-PERMANENT VEGETATIVE COVER OF SEED MIXTURE MNDOT 22-112 AT A RATE OF 40 POUNDS PER ACRE.
  - D. GRADING BONDS OR THE EQUIVALENT SECURITIES SHALL BE RETAINED UNTIL TURF HAS GERMINATED AND SURVIVED A 60-DAY GROWING PERIOD.
  - E. ALL AREAS THAT WILL NOT BE MOWED OR MAINTAINED AS PART OF THE ULTIMATE DESIGN WILL BE PERMANENTLY RESTORED USING SEED MIXTURE MNDOT 25-141 AT A RATE OF 59 POUNDS PER ACRE.
  - F. UNLESS SPECIFIED ELSEWHERE WITHIN THE CONSTRUCTION DOCUMENTS (I.E. ARCHITECTURAL SITE PLAN OR LANDSCAPE PLAN), PERMANENT TURF RESTORATION SHALL CONSIST OF MNDOT SEED MIXTURE 25-131 (COMMERCIAL TURF GRASS) AT A RATE OF 220 POUNDS PER ACRE.
  - G. WHENEVER OTHER EROSION AND SEDIMENT CONTROL PRACTICES ARE INADEQUATE, TEMPORARY ON-SITE SEDIMENT BASINS THAT CONFORM TO THE CRITERIA FOR ON-SITE DETENTION BASINS SHALL BE PROVIDED.
10. GRADING ACTIVITIES PROPOSED TO BEGIN AFTER OCTOBER 15 WILL REQUIRE AN APPROVED PHASING SCHEDULE. THE AREA OF LAND THAT THE CITY WILL ALLOW TO BE DISTURBED AT THIS TIME OF YEAR WILL BE SEVERELY LIMITED. THE CITY WILL ALSO REQUIRE ADDITIONAL EROSION CONTROL DEVICES, I.E. TEMPORARY SEDIMENT BASINS, DORMANT SEEDING AND HIGH RATES OF APPLICATION OF BOTH SEED AND MULCH.
11. EROSION CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED AROUND THE PERIMETER OF ALL LAKES AND PONDS WITHIN OR ADJACENT TO THE AREA TO BE GRADED UNTIL THE AREA TRIBUTARY TO THE LAKE OR POND IS RESTORED.
12. ACCUMULATION OF ALL SEDIMENT OCCURRING IN DITCHES, LAKES, AND PONDS SHALL BE REMOVED PRIOR TO, DURING AND AFTER COMPLETION OF GRADING ACTIVITIES.
13. EROSION CONTROL ITEMS AND DEVICES SHALL BE REMOVED ONLY AFTER THE AREA HAS RECEIVED FINAL STABILIZATION OR AS DIRECTED BY THE CITY AND/OR WATERSHED.

1 DEMOLITION AND EROSION CONTROL PLAN 1"=30'

**UNION GOSPEL MISSION**  
 Gospel Hill Camp & Ministry Center  
 580 West Hwy 96  
 Shoreview, Minnesota 55126

**NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS**

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

PRINT NAME: JOEL W. MAIER  
 SIGNATURE: \_\_\_\_\_  
 DATE: xx/xx/xx LICENSE NO: 19181

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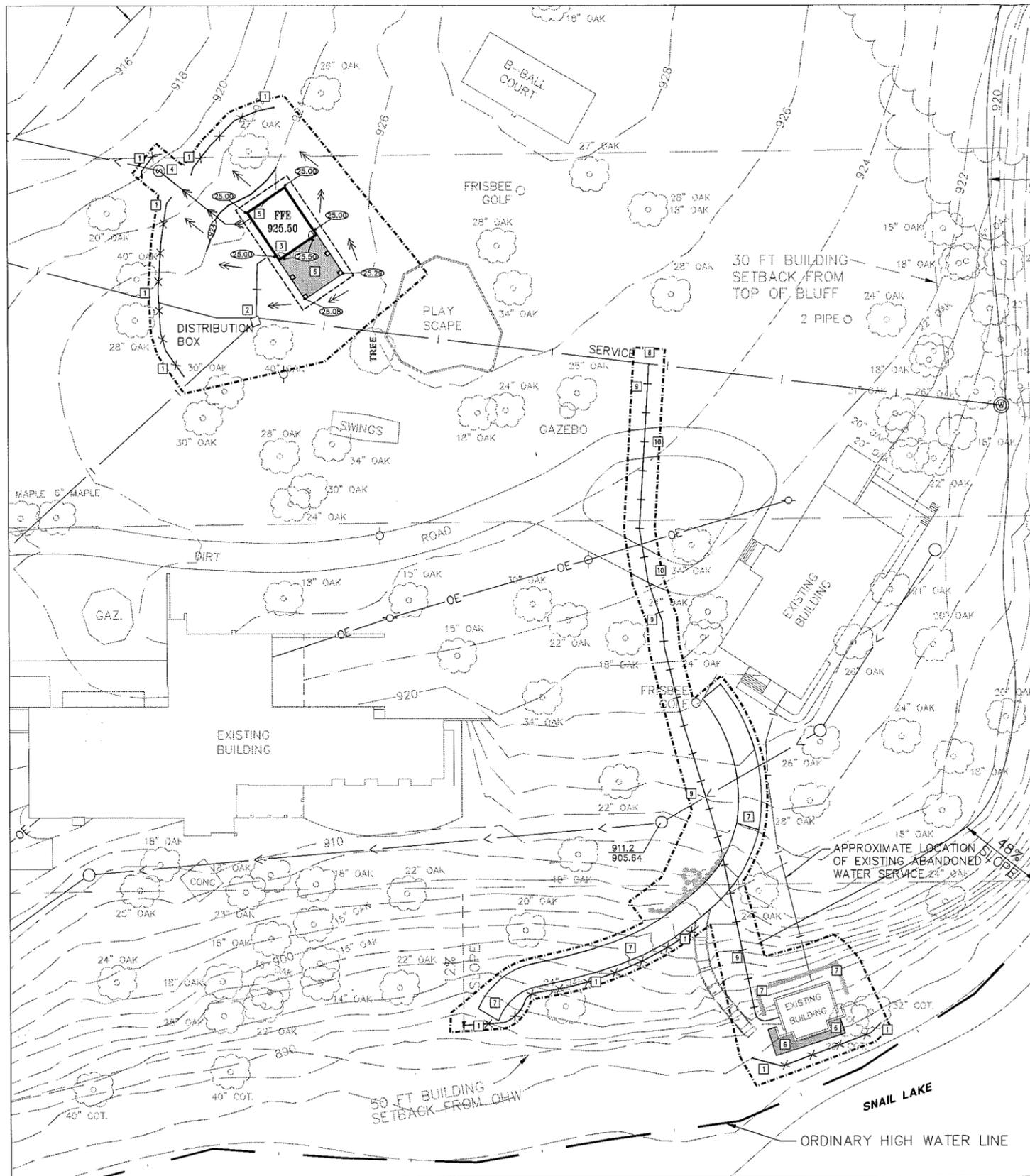
Project No.: 14345  
 Date: 6/23/14  
 Revisions:

SITE PLAN REVIEW SUBMITTAL (6/23/14)  
 NOT FOR CONSTRUCTION

Title  
**DEMOLITION AND EROSION CONTROL PLAN**

Sheet Number

**C1.0**



**PROPOSED PLAN SYMBOLS**

CONSTRUCTION LIMITS: - - - - -

PROPERTY LINE: ————

SAWCUT LINE (APPROX.): - - - - -

SANITARY SEWER: ————

WATER PIPE: ————

SILTATION FENCE: X X X X

CONCRETE PAVEMENT/SIDEWALK: [Hatched Box]

**ABBREVIATIONS**

BLDG Building  
BM Bench Mark  
BW Bottom of Wall  
CB Catch Basin  
CL Center Line  
CONC Concrete  
DIP Ductile Iron Pipe  
ELEV Elevation  
EX Existing  
FFE Finished Floor Elevation  
HDPE High Density Polyethylene  
INV Invert  
LFE Lower Floor Elevation  
MAX Maximum  
MH Manhole  
MIN Minimum  
NWL Normal Water Level  
PIV Post Indicator Valve  
PVC Polyvinyl Chloride  
R Radius  
RCP Reinforced Concrete Pipe  
RED Reducer  
RD Roof Drain  
TW Top of Wall  
TYP. Typical

REFER TO SHEET C1.0 FOR EROSION CONTROL NOTES

APPROXIMATE DISTURBED AREA IS 0.75 ACRES

SCALE 1" = 30'

- UTILITY NOTES:**
- COORDINATE SERVICE CONNECTION LOCATIONS AT THE BUILDING WITH THE MECHANICAL CONTRACTOR PRIOR TO CONSTRUCTION. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.
  - ALL SERVICE CONNECTIONS WITH LESS THAN 5 FEET OF COVER OVER THE TOP OF PIPE ARE TO BE INSULATED. INSULATION SHALL BE INSTALLED FROM THE CONNECTION OF THE SERVICE AT THE BUILDING TO THE POINT WHICH THE SERVICE ATTAINS 5 FEET OF COVER. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM ARCHITECT OR ENGINEER PRIOR TO INSTALLATION OF INSULATION.
  - PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED TO BE REMOVED.
  - ALL SEWER AND WATER CROSSINGS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 1.5 FEET AND HORIZONTAL SEPARATION OF 10 FEET. FOLLOW ALL HEALTH DEPARTMENT AND CITY OF SHOREVIEW AND RAMSEY COUNTY STANDARDS.
  - ALL WATER SERVICE SHALL BE TYPE K COPPER UNLESS NOTED OTHERWISE.
  - ALL WATER MAIN SHALL HAVE A MINIMUM DEPTH OF COVER OF 7.5 FEET OVER TOP OF WATER MAIN.
  - PROVIDE THRUST BLOCKING ON ALL WATER MAIN PER CITY OF SHOREVIEW. PROVIDE MECHANICAL JOINT RESTRAINTS ON ALL BENDS, VALVES, TEES, PLUGS AND HYDRANT LEADS.
  - SANITARY SEWER PIPING SHALL BE PVC SCH 40 UNLESS NOTED OTHERWISE.
  - CONTRACTORS ARE TO COORDINATE ALL WORK WITH GAS, ELECTRIC, TELEVISION AND TELEPHONE COMPANIES PRIOR TO START OF CONSTRUCTION.

- PAVING NOTES:**
- REFER TO STRUCTURAL PLANS FOR STOOP DETAILS. ALL WALKS ARE TO BE CENTERED ON THE DOORS.
  - INSTALL APPROPRIATE EXPANSION MATERIAL WHERE CONCRETE IS ADJACENT TO BUILDING FACE.
  - NO ABRUPT GRADE TRANSITIONS OR PONDING OF WATER WILL BE ALLOWED.
  - MATCH NEW CONCRETE CURB AND GUTTER INTO EXISTING. FOLLOW ALL CITY OF SHOREVIEW STANDARDS AND SPECIFICATIONS FOR CURB TYPE, MATERIAL AND INSTALLATION METHODS.
  - NO SIDEWALK IS TO HAVE MORE THAN A 2% CROSS SLOPE OR MORE THAN A 5% LONGITUDINAL SLOPE.
  - REFER TO ARCHITECTURAL PLANS FOR PROPOSED BUILDING LAYOUT.

- KEYED NOTES**
- KEYED NOTES ARE DENOTED BY [Box] ON PLAN.
- INSTALL SILT FENCE PER 2/C1.0.
  - CONNECT TO EXISTING WATER PIPE. SIZE AND TYPE OF PIPE IS UNKNOWN. CONTRACTOR SHALL DETERMINE EXISTING PIPE SIZE AND MATERIAL IN FIELD AND CONTACT ENGINEER WITH FINDINGS.
  - STUB WATER SERVICE TO WITHIN 5-FEET OF PROPOSED BUILDING. INTENT IS TO REUSE PORTION OF EXISTING WATER SERVICE. CONTRACTOR SHALL MATCH EXISTING SERVICE SIZE AND MATERIAL FOR BIDDING CONTRACTOR SHALL ASSUME EXISTING SERVICE IS A 2-INCH TYPE K COPPER WATER SERVICE. COORDINATE EXACT LOCATION, SIZE, AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
  - CONNECT PROPOSED 4-INCH SANITARY SEWER SERVICE TO EXISTING SANITARY SEWER MANHOLE. INTENT IS TO REUSE EXISTING SANITARY SEWER SERVICE DOGHOUSE. INVERT ELEVATION OF CONNECTION POINT IS UNKNOWN. CONTRACTOR SHALL DETERMINE INVERT IN FIELD AND CONTACT ENGINEER WITH FINDINGS.
  - INSTALL 67 LINEAR FEET OF 4-INCH SCH 40 PVC PIPE, WITH 2 45 DEGREE BENDS, TO WITHIN 5-FEET OF PROPOSED BUILDING FOR SANITARY SEWER SERVICE CONNECTION. CONTRACTOR SHALL PROVIDE A MINIMUM 1.0% SLOPE. INVERT AT BUILDING CONNECTION SHALL BE 919.00. COORDINATE EXACT LOCATION, SIZE, AND INVERT ELEVATION WITH MECHANICAL CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
  - INSTALL CONCRETE SLAB/PATIO AREA. REFER TO ARCHITECTURAL PLAN DETAILS.
  - REFER TO LANDSCAPE ARCHITECTURAL PLANS FOR GRADING AND TIMBER STAIRS IN THIS AREA.
  - WET TAP EXISTING WATER LINE FOR PROPOSED 1-INCH TYPE K COPPER WATER SERVICE.
  - INSTALL 1-INCH TYPE K COPPER WATER SERVICE TO EXISTING BATH HOUSE FOR FOOT WASH AND DRINKING FOUNTAIN. INTENT IS TO REPLACE EXISTING ABANDONED WELL WATER SERVICE. LOCATION OF PROPOSED SERVICE IS APPROXIMATE. INTENT IS TO AVOID DAMAGE/REMOVAL OF EXISTING TREES. IF REMOVAL OF TREE APPEARS NECESSARY CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT AND CIVIL ENGINEER IMMEDIATELY. COORDINATE INSTALLATION OF SERVICE UNDER PROPOSED RETAINING WALL WITH RETAINING WALL DESIGNER.
  - REPLACE EXISTING CLASS 5 ROAD REMOVED FOR UTILITY INSTALLATION TO MATCH EXISTING CONDITIONS.

- GRADING NOTES:**
- THE CONTRACTOR SHALL VISIT THE SITE, REVIEW ALL CONSTRUCTION DOCUMENTS AND FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO BIDDING. NO ADDITIONAL COMPENSATION WILL BE GIVEN FOR WORK THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT OR CONSTRUCTION DOCUMENT REVIEW.
  - THE BACKGROUND INFORMATION WAS PREPARED BY HANSEN THORP PELLIN OLSON, INC. (952)829-0700.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION AND MARK ALL EXISTING UTILITIES 48 HOURS BEFORE CONSTRUCTION STARTS. THE ENGINEER, ARCHITECT OR OWNER DOES NOT GUARANTEE THAT ALL THE UTILITIES ARE MAPPED, OR IF MAPPED, ARE SHOWN CORRECTLY. CONTACT Gopher ONE AT 651-454-0002 FOR FIELD LOCATING EXISTING UTILITIES. CONTACT UTILITY OWNER IF DAMAGE OCCURS DUE TO CONSTRUCTION.
  - PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
  - NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO START OF CONSTRUCTION.
  - ALL SPOT ELEVATIONS SHOWN AS 25.29, FOR EXAMPLE, ARE TO BE UNDERSTOOD TO MEAN 925.29.
  - NO LANDSCAPED SLOPES ARE TO EXCEED 3:1 (3 FEET HORIZONTAL TO 1 FOOT VERTICAL) UNLESS NOTED OTHERWISE.
  - PROVIDE POSITIVE DRAINAGE FROM BUILDINGS AT ALL TIMES.
  - PRIOR TO ISSUANCE OF BUILDING PERMITS, ALL NECESSARY EROSION CONTROL DEVICES MUST BE IN PLACE AND FUNCTIONING. THE CITY AND WATERSHED WILL INSPECT THE SITE TO DETERMINE ITS SUITABILITY FOR BUILDING ACTIVITIES.
  - ALL DEBRIS CREATED IN THE PROCESS OF CLEARING AND GRADING THE SITE SHALL BE REMOVED FROM THE SITE - THIS INCLUDES TREES AND SHRUBS. UNDER NO CIRCUMSTANCES SHALL THIS TYPE OF MATERIAL BE BURIED OR BURNED ON THE SITE.
  - THE INTENT IS TO STRIP AND SALVAGED TOPSOIL FOR POTENTIAL RE-SPREADING ON THE SITE, IF APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS. SIX INCHES OF TOPSOIL - AFTER COMPACTION - SHALL BE RE-SPREAD PRIOR TO SEEDING AND MULCHING. EXCESS TOPSOIL MAY BE REMOVED FROM THE SITE PROVIDING THERE IS ADEQUATE TOPSOIL REMAINING TO PROPERLY FINISH THE SITE AS NOTED ABOVE. THE TOPSOIL STRIPPING, STOCKPILING AND RE-SPREADING SHALL BE DONE IN ACCORDANCE TO, AND NOTED ON, THE APPROVED GRADING PLAN AND SPECIFICATIONS. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR ANY SPECIAL TOPSOIL OR PLANTING REQUIREMENTS.
  - ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION. EROSION CONTROL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM RUNNING OFF ONTO ADJACENT PROPERTIES. ANY DAMAGE TO ADJACENT PROPERTIES MUST BE CORRECTED AND RESTORED AS SOON AS PERMISSION IS GRANTED FROM THE ADJACENT PROPERTY OWNER(S).
  - IF CONSTRUCTION OF THE SITE WORK PROCEEDS THROUGH THE WINTER MONTHS, ANY DISTURBED AREAS OUTSIDE THE BUILDING FOOTPRINTS ARE TO BE MINIMALLY STABILIZED PRIOR TO MARCH 1, AS FOLLOWS: AREAS PLANNED TO RECEIVE PAVEMENTS ARE TO HAVE CLASS 5 BASE INSTALLED; ALL OTHER DISTURBED AREAS ARE TO BE SEEDED, STRAW MULCH PLACED, AND DISC-ANCHORED.
  - WINTER MULCHING:
    - SNOW MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER THE TOP OF SNOW SO THAT THE MULCH MELTS THROUGH THE SNOW AND STICKS TO THE EXPOSED SOILS.
    - FROZEN GROUND MULCHING SHALL BE DEFINED AS MULCH MATERIAL SPREAD OVER FROZEN GROUND. MULCH MATERIALS THAT DO NOT REQUIRE DISC-ANCHORING INTO THE SOIL MAY BE PLACED WITHOUT MODIFICATION. MULCH MATERIALS THAT REQUIRE DISC-ANCHORING MAY BE ANCHORED WITH HYDRAULIC SOIL STABILIZERS OR MAY BE FROZEN TO THE SOIL BY APPLYING WATER, AT A RATE OF 2000 GALLONS PER ACRE, OVER THE MULCH AS A SUBSTITUTION FOR DISC-ANCHORING.
  - THE CONTRACTOR SHALL LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE.

**UNION GOSPEL MISSION**  
 Gospel Hill Camp & Ministry Center  
 580 West Hwy 96  
 Shoreview, Minnesota 55126

**NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS**

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

PRINT NAME: JOEL W. MAIER  
 SIGNATURE: \_\_\_\_\_  
 DATE: xx/xx/xx LICENSE NO: 19181

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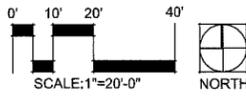
Project No.: 14345  
 Date: 6/23/14  
 Revisions:

SITE PLAN REVIEW SUBMITTAL (6/23/14)  
 NOT FOR CONSTRUCTION

Title  
**GRADING, PAVING, AND UTILITY PLAN**

Sheet Number  
**C2.0**

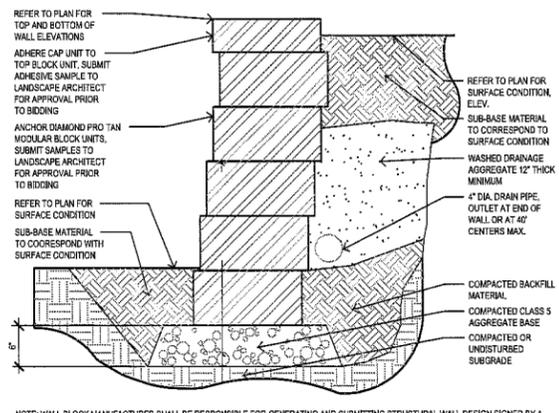
1 GRADING, PAVING, AND UTILITY PLAN  
 C2.0 1"=30'



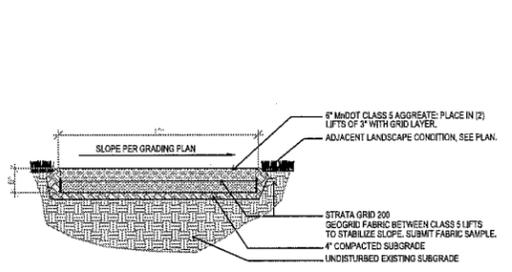
**PRELIMINARY LANDSCAPE PLAN - EX. LAKE ACCESS AREA**

**Landscape Notes:**

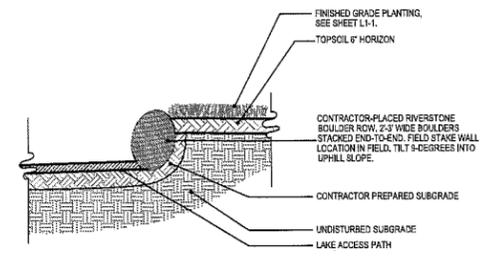
1. Tree saucer mulch to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail.
2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
3. All plant material shall comply with the latest edition of the American Standard for Nursery, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
5. All proposed plants shall be located and staked as shown.
6. Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
7. The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
8. All plant materials shall be fertilized upon installation as specified.
9. The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
10. If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
11. Contractor shall establish to his/ her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
12. Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
13. The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and desiccant protection measures for the plantings during the warranty period.
14. This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
17. An irrigation system is not required.
18. All edger shall be professional grade black edger, 5" Professional Grade Polyethylene or Equal. Anchor every 18" on-center (minimum). Submit sample.
19. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
20. Unless otherwise noted/indicated, plant beds shall receive 4" depth of riverstone rock mulch over fabric weed mat, per detail. Submit mulch sample for Owner approval. Do not install weed mat under perennials, with the exception of ornamental grasses.
21. Rock mulch areas shall be 3/8-1/2 inch washed riverstone rock. Install per detail. Submit mulch sample for approval.
22. All planting and sodded areas shall be prepared prior to installation activities with a harley power box rake or equal to provide a firm planting bed free of stones, sticks, construction debris, etc.
23. Sodding/Seeding of turf areas shall conform to all rules and regulations as established in the MnDOT Seeding Manual, 2007 edition, for turf bed preparation, installation, maintenance, and warranty.
24. The Landscape Contractor shall obtain necessary permits to remove trees from the City of Shoreview. Also, work in the city right-of-way shall require city approval prior to work commencement.
25. The Landscape Contractor shall clear and grub the underbrush from within the work limits to remove dead branches, leaves, trash, weeds and foreign materials. Remove trees where noted in the plan set, including the stump to 30" below grade.
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28. The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped areas conditions, staging areas, irrigation connection to building, etc.
29. See Site and Civil plans for additional information regarding the project.
30. All sub-cut areas of the site that are designated on the site plan as open space for landscape shall have no less than 4" of imported, pulverized planting. Slope away from building.
31. Turf Seeding where noted shall be MnDOT 260 seed at 60lbs per acre.
32. Contractor shall include all required removals of existing material, sub-cutting, site preparation, new materials, and installation in their bid.



**1 MODULAR BLOCK WALL**  
SCALE: 1/8" = 1'-0"



**2 SECTION AT GRAVEL LAKE ACCESS PATH**  
SCALE: NTS



**3 SECTION @ FIELDSTONE BOULDER RETAINING WALL**  
SCALE: NTS

**DETAILS, NOTES, AND SCHEDULES:**

**UNION GOSPEL MISSION**  
Gospel Hill Camp & Ministry Center  
580 West Hwy 96  
Shoreview, Minnesota 55126

**NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS**

ARCHITECT:  
**HELLER ARCHITECTS INC.**  
1410A Sylvan Street  
Saint Paul, MN 55117  
T 651.487.8559  
F 651.487.6447

CIVIL & STRUCTURAL ENGINEER:  
**BKBM ENGINEERS**  
BKBM ENGINEERS  
9930 BROOKLYN BLVD.  
MINNEAPOLIS, MN 55429  
T 763.843.0420  
F 763.843.0421

LANDSCAPE ARCHITECT:  
**Calyx Design Group, llc**  
Landscape Architecture  
Sustainable Design  
Master Planning  
1583 Berkeley Avenue, Ste. A | St. Paul, MN 55105  
telephone: 651.334.5498  
internet: www.calyxdesigngroup.com

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

PRINT NAME: BENJAMIN D. HARTBERG, ASLA  
SIGNATURE: \_\_\_\_\_  
DATE: --/--/-- LICENSE NO: -----

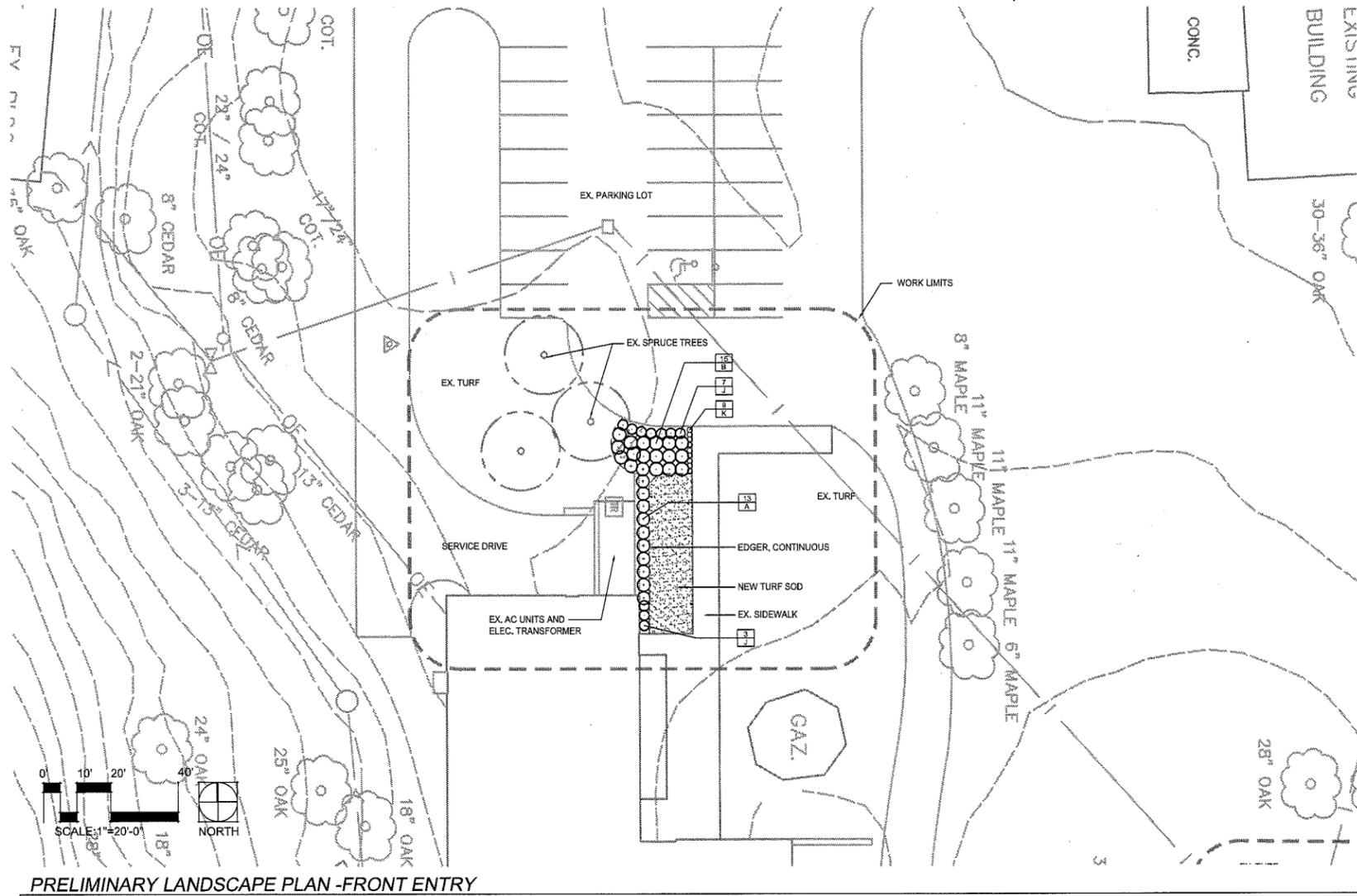
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Project No.: 1017.01  
Date: 06/23/14  
Revisions:

NOT FOR CONSTRUCTION

Title  
**EX. LAKE ACCESS IMPROVEMENTS LANDSCAPE PLAN**

Sheet Number  
**L1.1**



PRELIMINARY LANDSCAPE PLAN -FRONT ENTRY

Planting Palette:

Qty.	Key	Scientific Name	Common Name	Size	Root	Notes
13	A	<i>Juniperus scopulorum</i> 'Wetzi'	Wetzi Juniper	#10	FOT	Full Form
15	B	<i>Amelanchier alnifolia</i> 'Mortoni'	Allegheny Beauty Chokeberry	#5	FOT	

SHRUBS:

Qty.	Key	Scientific Name	Common Name	Size	Root	Notes
3	J	<i>Calamagrostis x acutiflora</i> 'Karl Forester'	Feather Reed Grass	#1	FOT	
0	K	<i>Nepeta x faassenii</i> 'Walkers Low'	Walkers Low Catmint	#1	FOT	

PERENNIALS:

Landscape Notes:

- Tree saucer mulch to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail.
- Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
- All plant material shall comply with the latest edition of the American Standard for Nursery, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
- Plan takes precedence over plant schedule if discrepancies in quantities exist.
- All proposed plants shall be located and staked as shown.
- Adjustment in location of proposed plant material may be needed in field. Should an adjustment be required, the client will provide field approval. Significant changes may require city review and approval.
- The project landscape contractor shall be held responsible for watering and properly handling all plant materials brought on the site both before and after installation. Schedule plant deliveries to coincide with expected installation time within 36 hours.
- All plant materials shall be fertilized upon installation as specified.
- The landscape contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
- If the landscape contractor is concerned or perceives any deficiencies in the plant selections, soil conditions, drainage or any other site condition that might negatively affect plant establishment, survival or guarantee, they must bring these deficiencies to the attention of the landscape architect & client prior to bid submission. Plant bed drainage concerns during plant installation shall be brought to the attention of the Owner and General Contractor immediately.
- Contractor shall establish to his/her satisfaction that soil and compaction conditions are adequate to allow for proper drainage at and around the building site.
- Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
- The contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.
- This layout plan constitutes our understanding of the landscape requirements listed in the ordinance. Changes and modifications may be requested by the city based on applicant information, public input, council decisions, etc.
- The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
- Plant size & species substitutions must be approved in writing prior to acceptance in the field.
- An irrigation system is not required.
- All edger shall be professional grade black edger, 5" Professional Grade Polyethylene or Equal, Anchor every 18" on-center (minimum). Submit sample.
- Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
- Unless otherwise noted/indicated, plant beds shall receive 4" depth of riverstone rock mulch over fabric weed mat, per detail. Submit mulch sample for Owner approval. Do not install weed mat under perennials, with the exception of ornamental grasses.
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- The landscape contractor shall be responsible for visiting the site to become familiar with the conditions prior to bidding and installation. Coordinate with the general contractors on matters such as fine grading, landscaped area conditions, staging areas, irrigation connection to building, etc.
- See Site and Civil plans for additional information regarding the project.
- All sub-cut areas of the site that are designated on the site plan as open space for landscape shall have no less than 4" of imported, pulverized planting. Slope away from building.

UNION GOSPEL MISSION

Gospel Hill Camp & Ministry Center  
580 West Hwy 96  
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

PRINT NAME: BENJAMIN D. HARTBERG, ASLA

SIGNATURE:

DATE: --/--/-- LICENSE NO: ----

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Project No.: 1017.01  
Date: 06/23/14

Revisions:

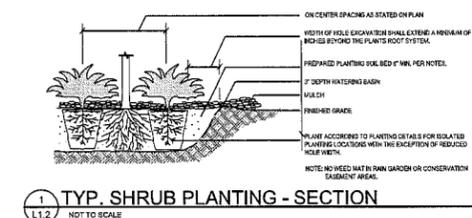
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Title

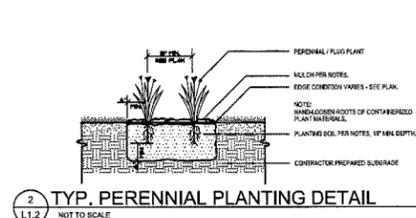
FRONT ENTRY LANDSCAPE PLAN

Sheet Number

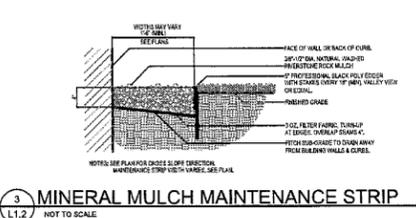
L1.2



1 TYP. SHRUB PLANTING - SECTION  
L1.2 NOT TO SCALE

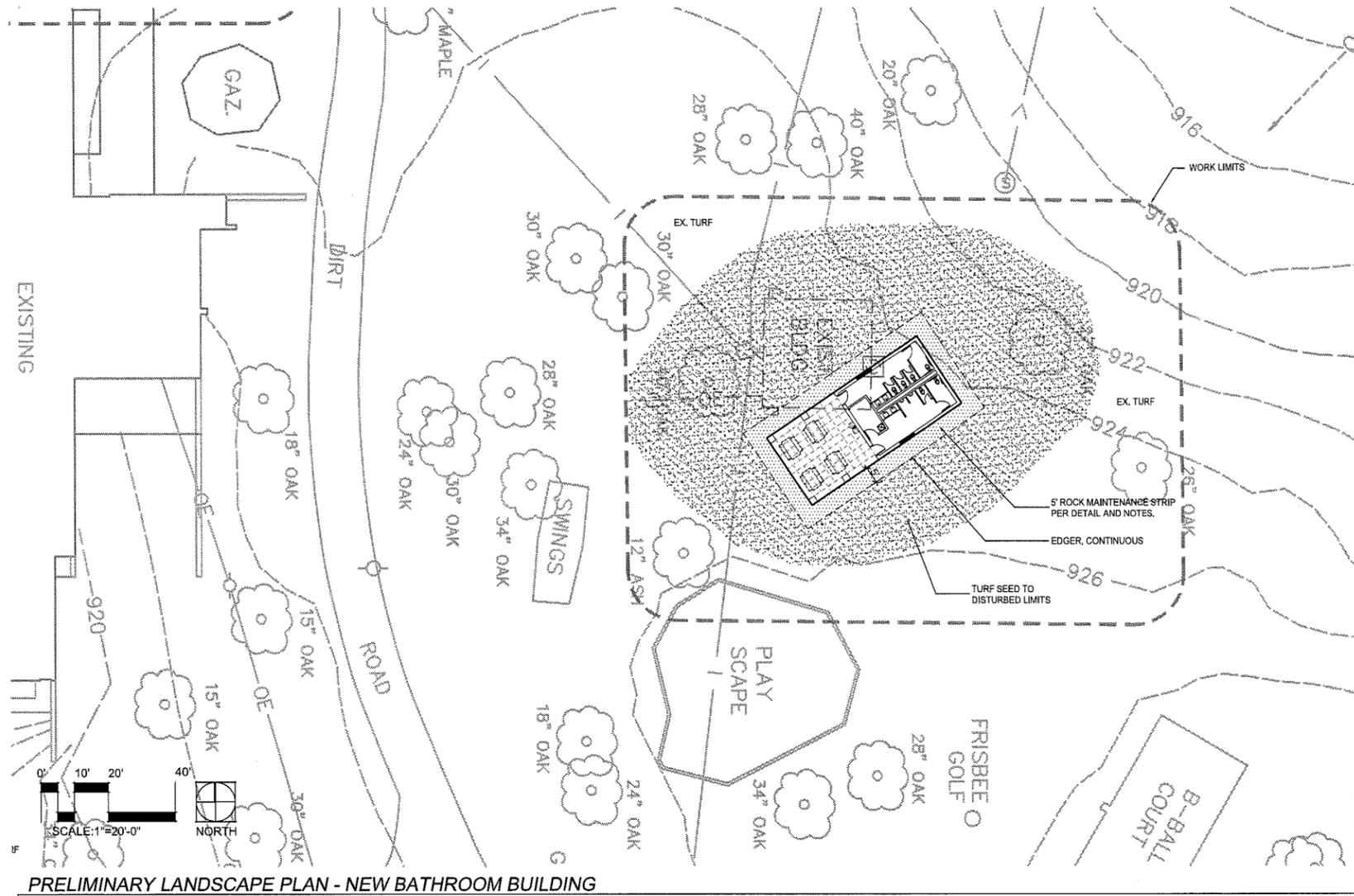


2 TYP. PERENNIAL PLANTING DETAIL  
L1.2 NOT TO SCALE



3 MINERAL MULCH MAINTENANCE STRIP  
L1.2 NOT TO SCALE

DETAILS, NOTES, AND SCHEDULES:



**PRELIMINARY LANDSCAPE PLAN - NEW BATHROOM BUILDING**

**Landscape Notes:**

1. Tree saucer mulch to be four inches (4") depth natural single-shred hardwood mulch for trees outside of a plant bed. Install per tree planting detail.
2. Refer to civil plan sheets for grading, drainage, site dimensions, survey, tree removal, proposed utilities & erosion control.
3. All plant material shall comply with the latest edition of the American Standard for Nursery, American Association of Nurserymen. Unless noted otherwise, deciduous shrubs shall have at least 5 canes at the specified shrub height. Plant material shall be delivered as specified.
4. Plan takes precedence over plant schedule if discrepancies in quantities exist.
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15. The landscape contractor shall be responsible for obtaining any permits and coordinating inspections as required throughout the work process.
16. Plant size & species substitutions must be approved in writing prior to acceptance in the field.
17. An Irrigation system is not required.
18. All edger shall be professional grade black edger, 5" Professional Grade Polyethylene or Equal. Anchor every 18" on-center (minimum). Submit sample.
19. Landscape Contractor is responsible for coordination with the General Contractor, to protect the new improvements on and off-site during landscape work activities. Report any damage to the General Contractor immediately.
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30. All sub-cut areas of the site that are designated on the site plan as open space for landscape shall have no less than 4" of imported, pulverized planting. Slope away from building.
31. Turf Seeding where noted shall be MnDOT 260 seed at 60lbs per acre.

**UNION GOSPEL MISSION**

Gospel Hill Camp & Ministry Center  
580 West Hwy 96  
Shoreview, Minnesota 55126

**NEW RESTROOM BUILDING & BEACH HOUSE IMPROVEMENTS**

ARCHITECT:



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Saint Paul, MN 55117  
T 651.497.8558  
F 651.497.8447

CIVIL & STRUCTURAL ENGINEER:



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LANDSCAPE ARCHITECT:



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

PRINT NAME: BENJAMIN D. HARTBERG, ASLA

SIGNATURE:

DATE: 6/23/14 LICENSE NO: 0000

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Project No.: 1017.01

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Revisions:

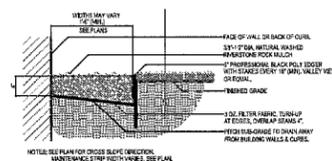
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Title

**BATHROOM BLDG LANDSCAPE PLAN**

Sheet Number

**L1.3**



**1 MINERAL MULCH MAINTENANCE STRIP**  
L1.3  
NOT TO SCALE

**DETAILS, NOTES, AND SCHEDULES:**



Kathleen Castle <kcastle@shoreviewmn.gov>

---

## Union Gospel Mission

---

wigglda@comcast.net <wigglda@comcast.net>

Tue, Jul 8, 2014 at 7:51 AM

To: kcastle@shoreviewmn.gov

I have no problems with the planned improvements at the Union Gospel Mission site. My name is Diane Wigglesworth at 640 Highway 96 W, Shoreview MN.

File No. 2533-14-23 - Union Gospel Mission  
580 Highway 96

Comments:

We have no objections or concerns regarding the proposed project. It appears to be a beneficial improvement to the property.

Thank you for this opportunity to comment.

Name: David + Kirsten Bornus  
DAVID + KIRSTEN BORNUS  
Address: 614 ARNER AVE.

**PROPOSED MOTION  
TO ORDER ABATEMENT OF A PUBLIC NUISANCE**

**MOTION BY COUNCILMEMBER** \_\_\_\_\_

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

To adopt Resolution 14- 59 ordering abatement of the public nuisance (pertaining to the unsecured and unmaintained pool and accumulation of refuse and debris) for the property at 4414 Galtier Street.

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

Regular City Council Meeting  
July 21, 2014

Abatement- Public Nuisance  
4414 Galtier Street  
Sanchez  
Page 2 of 8

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

**FROM:** Kathleen Castle, City Planner

**DATE:** July 31, 2014

**SUBJECT:** Abatement Order – Public Nuisance, 4414 Galtier Street

### **INTRODUCTION AND BACKGROUND**

The City has been working with the resident at 4414 Galtier Street to resolve property maintenance code violations on the property. It appears that the property is no longer occupied and the property remains in non-compliance to the City ordinances. An abatement hearing has been scheduled before the City Council due to the extent of code violations, including nuisance conditions, on the property.

The property owner and taxpayer of record is Jose E. Sanchez. Mr. Sanchez has been notified of the public nuisance conditions and this abatement hearing.

### **PROPERTY MAINTENANCE CONDITIONS**

An inspection of the property conducted on July 28, 2014 verified that the property is not being maintained in accordance with the City's property maintenance regulations. Some of these conditions represent a public nuisance and can be abated by the City. Property conditions include refuse, outside storage, parking and storage of vehicles and equipment, unsecured pool, illegal accessory structure and tall grass and weeds. The attached letter and photographs provide additional information regarding these code violations. The City Council did authorize the abatement of the tall grass and weeds at the July 21<sup>st</sup> Council meeting.

### **PUBLIC NUISANCE CONDITIONS**

The majority of conditions identified above are defined as a public nuisance in the City Code Section 210.010 and include the following:

1. Certain ponds, pools and accumulation of stagnant water
2. Accumulation of refuse or debris
3. Any other health or safety nuisance as declared by the City Council

Staff has prepared Resolution 14-59 ordering the abatement of the public nuisance conditions for consideration by the City Council. The order requires that the owner bring the property into compliance by removing the refuse/debris, securing the pool area with a self latching/self closing gate(s) and bringing the unmaintained pool into compliance by properly maintaining it or removing it.

Abatement- Public Nuisance  
4414 Galtier Street  
Sanchez  
Page 3 of 8

If the corrections are not made within a reasonable time period, staff may file a motion for summary enforcement with District Court, thereby authorizing the City to correct the conditions through removal of the refuse or debris, securing of the pool with proper fencing and bringing the pool into compliance by repair or removal. The cost of correcting the public nuisance condition is recovered by the City, either by lien against the property, by obtaining a judgment against the owner, or by special assessment.

### **STAFF RECOMMENDATION**

The property owner and resident have been notified of the nuisance conditions and hearing. While the resident has indicated the nuisance conditions will be corrected, the Staff recommends that Council hold the hearing, and adopt Resolution 14-59 ordering abatement of the public nuisance. The Order specifies the corrections required to bring the property into compliance with the City's Property Maintenance Codes. Staff will move forward with a summary enforcement in the event the property owner does not remedy the nuisance conditions within a reasonable time period. Citations may also be issued if the nuisance conditions remain.

#### Attachments:

- 1) Motion
- 2) Location Map
- 3) Photos
- 4) Notice to property owner, dated July 28, 2014
- 5) Resolution 14-59

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

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall 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. 14-59  
AN ORDER TO ABATE A PUBLIC NUISANCE**

**WHEREAS**, the following individuals are the registered property owners of the following described properties:

*Jose E. Sanchez  
Lot 2, Block 2, Snail Lake Park  
Ramsey County, Minnesota  
(4414 Galtier Street)*

**WHEREAS**, the property is developed with a single family residential dwelling with a garage, above-ground swimming pool, fencing and other related uses; and

**WHEREAS**, the City notified the property owner and resident by letter dated July 28, 2014 that the condition of the property represents public nuisance per Section 210 of the Municipal Code. Said Notice was mailed regulation mail, certified mail and posted on the property; and

**WHEREAS**, the public nuisance conditions consist of an unsecured and unmaintained above-ground pool, unsecured gate and the accumulation of refuse and debris; and

**WHEREAS**, the property owner has not remedied the public nuisance conditions corrected the hazardous and nuisance conditions;

**WHEREAS**, the Shoreview City Council held a hearing on July 21, 2014. All persons present at said meeting were given an opportunity to be heard and present written statements. The Council also considered the recommendation of the City Staff that this order be issued, and

Abatement- Public Nuisance  
4414 Galtier Street  
Sanchez  
Page 5 of 8

**WHEREAS**, this order was initiated pursuant to the City of Shoreview Municipal Code, Section 210, Nuisance, and

**NOW, THEREFORE, BE IT RESOLVED THAT THE SHOREVIEW CITY COUNCIL** hereby adopts Resolution 14–59 ordering the property owner of record to abate the public nuisance conditions that now exist on the property, and to bring the property into compliance with the regulations of the City’s Property Maintenance Standards, Section 211 of the Municipal Code pursuant to the Correction Order dated July 28, 2014.

**THAT should the property owner fail to perform the work in accordance with the time schedule specified in this Order, the City may file with the District Court a motion for a summary enforcement of this Order.**

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

**Adopted this 4<sup>th</sup> day of August, 2014.**

---

Sandra C. Martin, Mayor  
Shoreview City Council

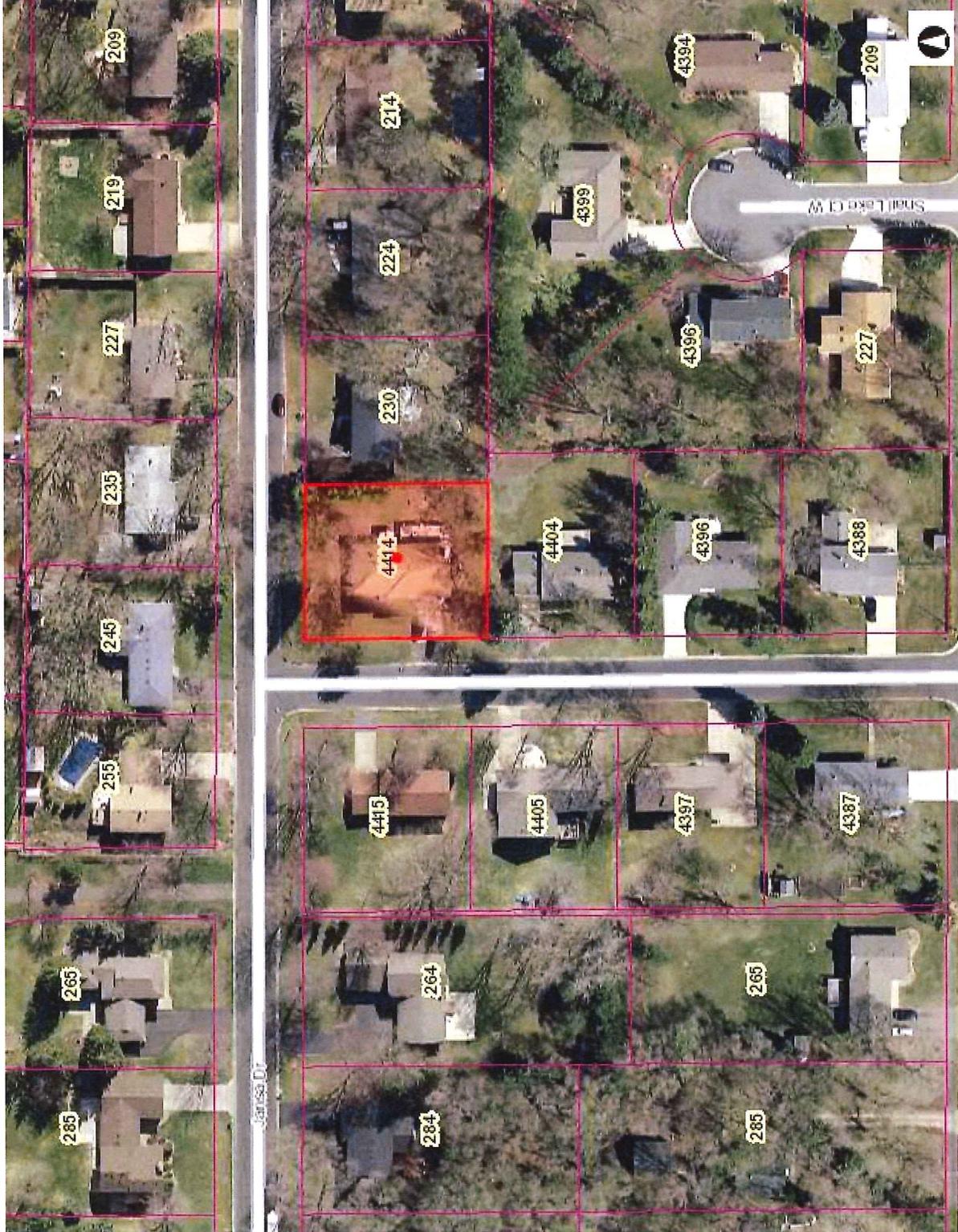
ATTEST:

---

Terry Schwerm, City Manager

SEAL

# 4414 Galtier Street



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

## Legend



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

## Notes







# Proposed Motion

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

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

Approving the City acquisition of property at 795 Highway 96 West in the amount of \$259,800, authorizing the execution of a purchase agreement, and adopting Resolution No. 14-54 allowing for the use of the Community Investment Fund for the purchase and related costs.

VOTE:      AYES: \_\_\_\_\_      NAYS: \_\_\_\_\_

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

# Memorandum

**To:** Mayor and City Council  
**From:** Tom Simonson  
Assistant City Manager and Community Development Director  
**Date:** July 31, 2014  
**Re:** City Purchase of Property at 795 Highway 96 West

---

## Introduction

The City has reached a tentative agreement pending City Council action to purchase property at 795 Highway 96 West. The property is adjacent to the Shoreview Commons area and would be incorporated into the civic campus and most likely used for the planned expansion of the Shoreview Library by Ramsey County. The City has been working closely with officials from Ramsey County on the project that is planned to start in 2015, with options being considered for either expanding the existing facility or constructing a new building closer to Highway 96. City staff is presenting the draft purchase agreement and seeking formal action from the City Council authorizing the acquisition of the subject property.

## Background

Ramsey County officials and City staff updated the City Council on the status of the library expansion and discussed the opportunity for the City to acquire a remaining residential property along Highway 96 that would greatly benefit the project.

The County Library Board recently closed on the acquisition of a single-family residential property at 805 Highway 96 West, just adjacent to the library property. The County has asked the City to take the lead on exploring the purchase of another residential property at 795 Highway 96 West, which would provide greater flexibility in the site layout and design of an expanded or new library. City staff has been communicating with the property owners of 795 Highway 96, and recently reached a tentative purchase agreement of the property pending City Council approval.

The two residential parcels of 795 and 805 Highway 96 are surrounded by the County Library and Shoreview Community Center



property within the Shoreview Commons area. These properties have been identified in the Comprehensive Plan as “in-holding” properties adjacent to City parks, where public acquisition is considered when properties become available for purchase if there are identified benefits to expanding recreational or other public uses. The most recent example was several years ago when the City acquired a single remaining residential property adjacent to Sitzer Park, and the parcel was incorporated into a major park improvement project.

### **Discussion**

The property owners of 795 Highway 96, Lionel and Lorna Bourquin, have accepted the City’s offer to purchase their property for the amount of \$259,800, subject to formal approval and the execution of a purchase agreement. The agreed upon price is based on Ramsey County’s estimated market value of the property for taxes payable in 2014.

The financing for the City’s purchase of the property would be covered through the Community Investment Fund. Pursuant to the adopted policy for proposed expenditures through the Community Investment Fund, projects not included in the City’s five-year Capital Improvement Program require approval through a resolution by a four-fifths vote of the City Council is required.

Ramsey County has requested that the City purchase and contribute the parcel for the library expansion project. If acquired by the City, the transfer of ownership to the County would be done through a future separate agreement that will stipulate the specifics of the uses and other negotiated conditions including potential cost reimbursement, once more details on the library expansion plans become available.

A draft purchase agreement has been prepared by the City Attorney’s office and has been signed by the Bourquins (included with this report). Since the library expansion is slated to start sometime in mid-2015, the City has consented to a closing date of no later than April 30, 2015, allowing the property owners sufficient time to find new living accommodations but also providing flexibility for an earlier closing at their request. Ramsey County is comfortable with the proposed timeframe for the closing. The purchase agreement also includes a number of standard provisions such as a Phase I environmental report and required review of the abstract of title.

### **Recommendation**

Staff is seeking approval from the City Council for the City acquisition of property at 795 Highway 96 West, as described above and the terms outlined in the purchase agreement, in the amount of \$259,800. The Economic Development Authority discussed this subject at their meeting on July 7<sup>th</sup>, and unanimously endorsed the City acquiring the property.

Staff recommends that the City Council approve the purchase and formally adopt Resolution No. 14-54, authorizing the use of the Community Investment Fund for the proposed transaction.

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

\* \* \* \* \*

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shoreview, Minnesota was duly called and held at the Shoreview City Hall in said City on August 4 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. 14-54**

**PURCHASE OF PROPERTY  
795 HIGHWAY 96 WEST  
USE OF COMMUNITY INVESTMENT FUND**

**WHEREAS**, the City of Shoreview (the "City"), has reached an agreement to purchase residential property at 795 Highway 96 West; and

**WHEREAS**, said property is adjacent to the Shoreview Commons civic campus and has been identified as an "in-holding" property in the long-range parks plan of the Comprehensive Plan for public acquisition and use; and

**WHEREAS**, the City has been working cooperatively with Ramsey County on their planned expansion of the Shoreview Library in 2015; and

**WHEREAS**, both the City and County have determined there is public interest and benefit in acquiring two remaining residential properties adjacent to the Library site, with the County having already acquired property at 805 Highway 96 West; and

**WHEREAS**, the City and property owner of 795 Highway 96 West have tentatively agreed to a purchase price of \$259,800, subject to adoption of this resolution and execution of a purchase agreement; and

**WHEREAS**, the property acquisition is proposed to be paid for through the City's Community Investment Fund;

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to the adopted policy, the City Council (by four-fifths vote) hereby authorizes the expenditure of \$259,800 plus related expenses from the Community Investment Fund for the purchase of property at 795 Highway 96 West.

\* \* \* \* \*

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

And the following voted against the same:

**WHEREUPON**, said resolution was declared duly passed and adopted the 4<sup>th</sup> day of August, 2014.

**STATE OF MINNESOTA)**

**COUNTY OF RAMSEY )**

**CITY OF SHOREVIEW )**

I, the undersigned, being the duly qualified City Manager of the City of Shoreview of Ramsey County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of said City Council on the 4<sup>th</sup> day of August, 2014, with the original thereof on file in my office and the same is full, true and complete transcript therefrom insofar as the same relates to the use of the Community Investment Fund for the purpose of acquiring property at 795 Highway 96 West.

**WITNESS MY HAND** officially as such City Manager and the corporate seal of the City of Shoreview, Minnesota this 5<sup>th</sup> day of August, 2014.

\_\_\_\_\_  
Terry C. Schwerm, City Manager

# SHOREVIEW COMMONS [Public Buildings]

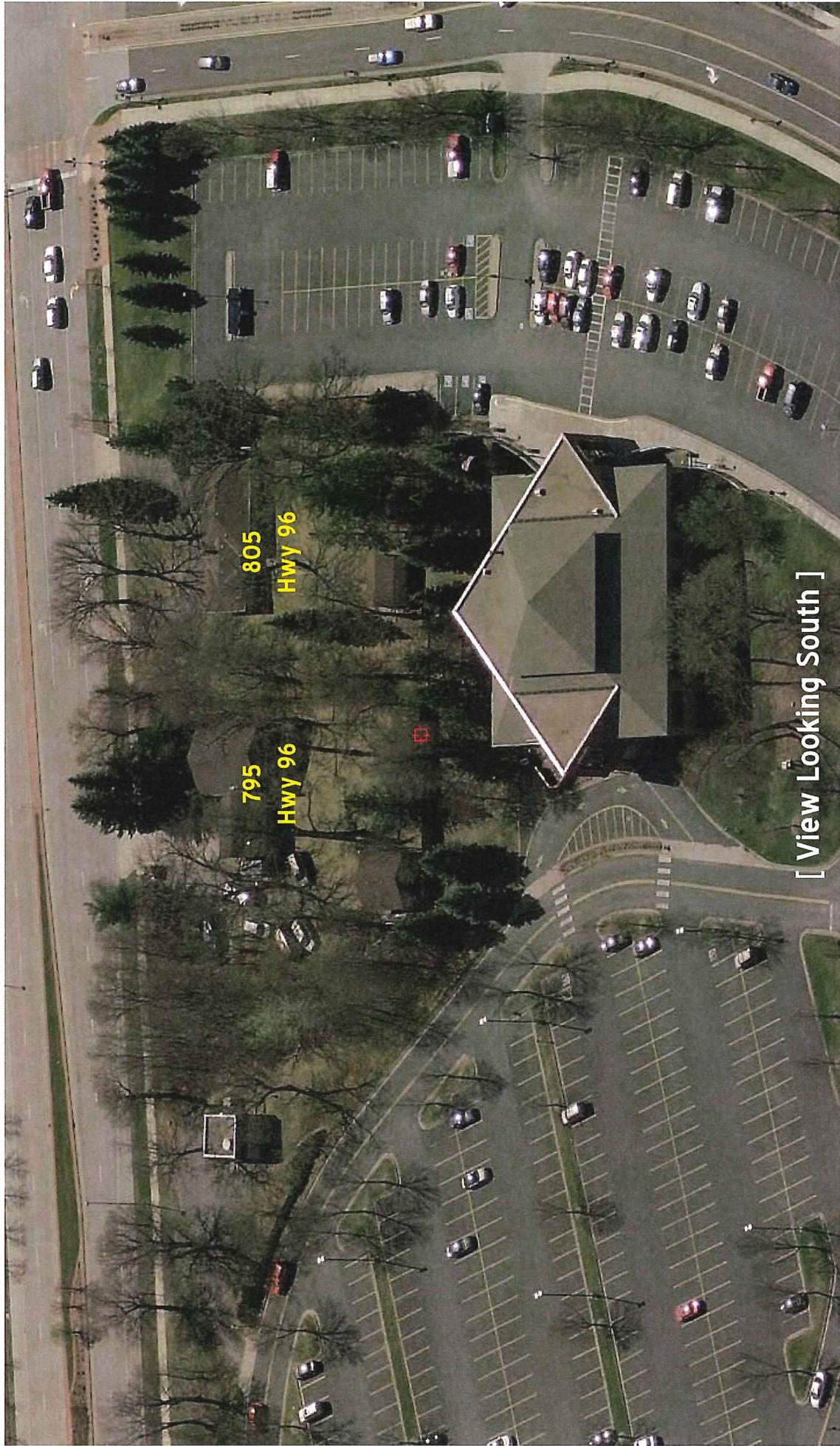


# SHOREVIEW LIBRARY



[ View Looking North ]

# SHOREVIEW LIBRARY



[ View Looking South ]

# SHOREVIEW LIBRARY NEW BUILDING CONCEPT



## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made as of July 31, 2014 ("Effective Date") between Lionel Bourquin and Lorna Bourquin ("Seller") and City of Shoreview, a Minnesota Municipal Corporation ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the real property located at 795 Highway 96, City of Shoreview, County of Ramsey, State of Minnesota, legally described as follows on the attached **Exhibit "A"** ("Property").
2. **Purchase Price and Manner of Payment.** The total purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Hundred Fifty-Nine Thousand Eight Hundred and 00/100 Dollars (\$259,800.00), and shall be payable as follows:
  - (a) One Thousand and 00/100 Dollars (\$1,000.00) as earnest money ("Earnest Money"), to be deposited in escrow with Kelly & Lemmons, P.A. Trust Account, as hereinafter defined, contemporaneously with the execution of this Agreement, which Earnest Money shall be non-refundable, except as otherwise stated herein; and
  - (b) Two Hundred Fifty-Eight Thousand Eight Hundred and 00/100 Dollars (\$258,800.00) payable by cash, check or wire transfer at the Closing, as hereinafter defined.
3. **Closing.** The closing shall occur on the earlier of April 30, 2015 or a date specified in a written notice from Seller to Buyer designating a date not less than thirty (30) days from the date of the written notice. However, in no event shall the Closing occur earlier than October 31, 2104. The Closing shall take place at the office of Kelly & Lemmons, P.A. or such other place as may be agreed to by the parties. Seller agrees to deliver possession of the Property to Buyer on Closing Date. Seller shall be responsible for all utilities, including but not limited to gas, water, electrical and telecommunications incurred on or before the Closing Date.
4. **Seller's Documents.** Seller shall deliver to Buyer within five (5) business days from the date this Agreement has been executed by all parties the following documents to the extent said documents are in the Seller's possession: Phase I Environmental Report, ALTA Survey, Soil Test, Engineering Reports, Wetland Delineations, and Topographical Surveys ("Seller's Documents").
5. **Contingencies to Closing.** The closing of the transaction contemplated by this Agreement and all the obligations of Buyer and Seller under this Agreement are subject to fulfillment of the following "Contingencies":
  - (a) **Representations and Warranties.** The representations and warranties of Buyer and Seller contained in this Agreement must be true now and on the Closing Date

as if made on the Closing Date.

- (b) **Title.** Title shall be found acceptable to Buyer, or made acceptable, in accordance with the requirements and terms of Section 9 below.
- (c) **Performance of Seller's Obligations.** Seller shall have performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.
- (d) **Performance of Buyer's Obligations.** Buyer shall have performed all of the obligations required to be performed by Buyer under this Agreement, as and when required by this Agreement.

If either Buyer or Seller defaults by failing to satisfy any of the Contingencies set forth above in this Section 5, this Agreement may be terminated, at the option of either party by written notice to the non-defaulting party, at any time prior to the Closing Date. Upon termination by either party: (a) Buyer and Seller shall execute a recordable written termination of this Agreement, which shall include Buyer's quit claim of any interest in and to the Property; (b) the Earnest Money and any interest accrued thereon shall be returned to the Buyer; and (c) neither party shall have any further rights or obligations under the terms of this Agreement.

6. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively "Seller's Closing Documents"):

- (a) **Warranty Deed.** A limited warranty deed using the Uniform Conveyance Blank Form, subject only to "Permitted Encumbrances."
- (b) **Seller's Affidavit.** An affidavit of title by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Seller or the Property; that there has been no labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA Form) which may be required by Title to issue an Owner's Policy of Title Insurance with the standard exceptions other than survey waived.
- (c) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 144(b)(2) and its regulations.
- (d) **Bill of Sale.** A warranty bill of sale for the personal property.
- (d) **Other Documents.** All other documents reasonably determined by Buyer to be necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.

7. **Buyer's Closing Documents.** On the Closing Date, Buyer shall execute, deliver, and/or cause to be delivered to Seller the following (collectively "Buyer's Closing Documents"):

- (a) **Earnest Money.** The Earnest Money, deposited by Buyer with Title, in accordance with the terms of this Agreement.
- (b) **Purchase Price.** The unpaid balance of the Purchase Price by cash, or by funds and a form of satisfactory to Title, to be deposited in Title's trust account delivered to Seller.
- (c) **Title Documents.** Such affidavits of Buyer, certificates of value or other documents as may be reasonably required by Title in order to record the Seller's Closing Documents and issue the Title Insurance Policy required by this Agreement.

8. **Prorations.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- (a) **Closing Fee.** Seller and Buyer will each pay one-half of any reasonable and customary closing and escrow fee not to exceed Five Hundred and 00/100 Dollars (\$500.00).
- (b) **Real Estate Taxes and Special Assessments.** On the Closing Date, Seller shall pay all real estate taxes due and payable in the years prior to the year of Closing, Buyer shall assume all special assessments levied, pending or deferred against the Property as of the Closing Date. Real estate taxes payable in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date based upon a calendar fiscal year.
- (c) **Recording Costs.** Buyer shall pay the documentary fee necessary to record the limited deed, and all other recording fees necessary to place the title in Buyer's name. Buyer shall pay the cost of recording all other documents.

9. **Title Examination.** Title Examination shall be conducted as follows:

- (a) **Title Commitment.** Seller shall at its expense furnish to Buyer within ten (10) days of the Effective Date, a commitment ("Title Commitment") from Title reasonably acceptable to Buyer for an ALTA Owner's and Lender's Policy of Title Insurance insuring title to the Property, deleting standard exceptions and including affirmative insurance regarding zoning, contiguity, and appurtenant easements, in the amount of the Purchase Price and subject only to matters waived by Buyer and permitted encumbrances. Title shall also deliver to the Buyer copies of all documents listed on Schedule B-2 of the Title Commitment.
- (b) **Buyer's Objections.** Within ten (10) days after receiving the last of the Title Evidence, Buyer shall make written objections ("Objections") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such

time period shall constitute waiver of Objections. Any matter shown on such Title Evidence and not objected to or waived by Buyer shall be a "Permitted Encumbrance" hereunder. Seller shall have thirty (30) days after receipt of the Objections to cure the Objections, during which period the Closing shall be postponed as necessary. Seller shall use its best efforts to correct any Objections. Notwithstanding the foregoing, if Seller reasonably believes that an Objection cannot be cured within the thirty (30) day period, Seller shall have the right to notify Buyer that the Seller does not intend to cure the Objection. In that event, Buyer shall have the option to do one of the following:

- (i) Terminate this Agreement and receive a refund of the Earnest Money and the interest accrued and unpaid on the Earnest Money, if any; or
- (ii) Waive the objections and proceed to Closing.

10. **Representations and Warranties Seller.** Seller represents and warrants to Buyer as follows:

- (a) **Assessments.** Seller has received no notice of actual or threatened special assessments or reassessments of the Property.
- (b) **Water Wells.** Seller represents to Buyer that there are no wells located on the Property.
- (c) **Access.** To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access from the Property to any presently existing streets and roads adjoining or situated on the Property or to any existing sewer or other utility facility servicing adjoining or situated on the Property.
- (d) **Environmental Conditions.** Except as disclosed in the environmental documents delivered to Buyer by Seller pursuant to the terms of this Agreement, Seller has no knowledge of any violation of any environmental laws (as hereinafter defined) related to the Property or the presence or release of hazardous materials on or from the Property in violation of environmental laws, except as disclosed in the Environmental Reports, Studies and other information relating to the environmental condition of the Property delivered by Seller to Buyer or made available for Buyer's review. The terms "Environmental Laws" means the Resource Conservation Recovery Act and the Comprehensive Environmental Response Compensation Liability Act ("CERCLA") and other laws governing the environment as in effect on the date of this Agreement together with their implementing regulations and guidelines as of the date of this Agreement, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above and that purport to regulate hazardous materials in effect as of the date of this Agreement. "Hazardous Materials" means any substance which is: (i) designated, defined, classified or regulated as a hazard substance, hazardous material, hazardous

waste, pollutant or contaminate under any environmental law, as currently in effect as of the date of this Agreement; (ii) petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products; (iii) PCB's; (iv) lead; (v) friable asbestos; (vi) flammable explosives; (vii) infectious materials; or (viii) radioactive materials.

- (e) **Private Sewer System.** The Seller represents that the Property is connected with a public waste facility.
- (f) **Occupation.** Seller hereby represents that the Property is solely occupied by the Seller. That there are no tenants occupying the Property as of the date of this Agreement.

Seller shall indemnify Buyer, its successors and assigns, against, and shall hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing. Each of the representations and warranties herein contained shall survive the Closing for a period of one (1) year. Wherever herein a representation is made to "the best knowledge of Seller", such representation is limited to the knowledge of Seller.

11. **Representations and Warranties by Buyer.** Buyer represents and warrants to Seller that Buyer is considering creation of a limited liability company organized of the State of Minnesota; that said company will be duly qualified to transact business in the State of Minnesota; that Buyer has the requisite of power and authority to enter into this Agreement and the Buyer's Closing Documents signed by it; such documents have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered; that the execution, delivery and performance by Buyer of such documents do not conflict with or result in violation of Buyer's Articles of Organization or Bylaws or any judgment, order or decree of any court or arbiter to which Buyer is a party; such documents are valid and binding obligations of Buyer, and are enforceable in accordance with their terms. Buyer shall indemnify Seller, its successors and assigns, against, and shall hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after closing. Consummation of this Agreement by Seller with knowledge of any such breach by Buyer will not constitute a waiver or release by Seller of any claims due to such breach.

12. **Condemnation.** If, prior to Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party shall have further obligations under this Agreement and the Earnest Money, together with any accrued interest, shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to Closing Date,

Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonable withheld.

13. **Personal Property.** As part of the Purchase Price, the Seller shall transfer to Buyer the following personal property: see attached Exhibit B.

14. **Due Diligence.** Buyer and its representatives shall be permitted to enter upon the Property at any reasonable time during the due diligence period to examine, inspect and investigate the Property as well as all records and all documentation related to the Property (collectively "Due Diligence"). The Due Diligence shall be subject to the following terms and conditions.

- (a) Purchaser shall upon not less than Forty-Eight (48) hours prior notice to Seller have the right to enter upon the Property for the purpose of conducting its Due Diligence provided that in each such instance the Buyer's full compliance with the provisions of Paragraph (d) hereof is required. Buyer shall not cause or permit any mechanic's liens, materialman's liens or any liens to be filed against the Property as a result of its Due Diligence.
- (b) Buyer shall have Ninety (90) days from the Effective Date to conduct its Due Diligence. If Buyer finds any inspections to be unsatisfactory for any reason, Buyer may terminate this Agreement by giving written notice of termination to Seller on or before the expiration of the Due Diligence period. If Buyer does not timely give notice of termination as aforesaid, Buyer shall be deemed to have elected to purchase the Property in accordance with the terms and conditions of this Agreement.
- (c) Subject to the terms of Section (a) and Section (d) of this Paragraph, Buyer shall have the right to conduct, at its sole cost and expense, any inspections, studies or tests that Buyer deems appropriate in determining the condition of the Property, provided, however, that Buyer returns the Property to the same condition as it existed prior to any tests, without submitting to Seller the scope and specifications of such testing.
- (d) Buyer agrees to indemnify, protect, defend and hold Seller harmless from and against any and all liabilities, demands, actions, causes of actions, suits, claims, losses, damages, costs and expenses (including without limitation, reasonable attorney's fees) suffered or incurred by Seller as a result of or in connection with any activities of Buyer relating to the Property, including without limitation, mechanic's liens, damage to the Property, injury to persons or property resulting from such activities in connection therewith. In the event that the Property is disturbed or altered in any way as a result of such activities, Buyer shall promptly restore the Property to its condition existing prior to the commencement of such activities which disturb or alter the Property.

If upon completion of Due Diligence Buyer elects to purchase the Property, Buyer agrees to purchase the Property in "As Is" condition regarding structure, fixtures, electrical systems, plumbing systems and HVAC systems.

15. **Tenants.** Seller represents that the Property is occupied solely by the Seller.

16. **Casualty Losses.** If the Property or any part thereof is damaged by fire or other casualty prior to the Closing Date which would cost in excess of \$50,000.00 to repair (as determined by an insurance adjuster selected by the insurance carriers), Purchaser may terminate this Agreement by written notice to the Seller given on or before the earlier of (i) twenty (20) days after Purchaser receives written notice of the adjuster's determination, or (ii) the Closing Date. In the event of such termination, this Agreement shall be of no further force and effect and, except for the surviving obligations, neither party shall thereafter have any further obligation under this Agreement, and Seller shall direct the Escrow Company to promptly return all Earnest Money to Purchaser. If Purchaser does not elect to terminate this Agreement or the cost or repairs determined by said adjuster to be equal to or less than \$50,000.00, then the Closing shall take place as herein provided, without abatement of the purchase price, and Seller shall assign and transfer to Purchaser on the Closing Date, without warranty or recourse, all of Seller's right, title and interest to the balance of the insurance proceeds paid or payable to Seller on account of such fire or casualty remaining after reimbursement to Seller for the total amount of all costs and expenses incurred by Seller in connection therewith, including but not limited to making emergency repairs, securing the Property, and complying with applicable governmental requirements. Seller shall pay to Purchaser the amount of deductible of any of the Seller's applicable insurance policies.

17. **Mutual Indemnification.** Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation or maintenance of the Property for their respective periods of ownership. Such rights to indemnification shall not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees; or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party shall, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party shall diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party less the costs of recovery incurred by the indemnified party, including reasonable attorney's fees.

18. **Assignment.** Either party may assign its rights under this Agreement.

19. **Notices.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, sent by facsimile (with verification of receipt) or one (1) business day after having been

deposited with any overnight courier, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

If to Seller:

Lionel and Lorna Bourquin  
795 Highway 96  
Shoreview, MN 55126  
and  
Gordon L. Jensen  
8525 Edinbrook Crossing  
Suite 201  
Brooklyn Park, MN 55443

If to Buyer:

Tom Simonson  
Shoreview City Hall  
4600 Victoria Street N.  
Shoreview, MN 55126  
and  
Chad D. Lemmons  
Kelly & Lemmons, P.A.  
223 Little Canada Road E., Suite 200  
St. Paul, MN 55117

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch Post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with. Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

**Captions.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

20. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms shall be effective unless in writing executed by the parties.

21. **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.

22. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation.

23. **Remedies.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement shall terminate, and upon such termination, Seller shall retain the Earnest Money as liquidated damages. If Seller defaults under this Agreement, Buyer shall have the right to terminate this Agreement by giving written notice to Seller. If Seller fails to cure such default in thirty (30) days of the date of such notice, this Agreement shall terminate, and upon such termination, Buyer shall receive a refund of the Earnest Money and all accrued interest thereon. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six months after such right of action arises.

24. **Residential Real Estate Disclosures.** The following disclosures are made in compliance with Minnesota Law:

- (a) **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information about the predatory offender registry and persons registered in it under Minn. Stat. § 243.166 can be obtained by contacting the local law enforcement offices in the community where the property is located, or the Minnesota Department of Corrections at (651) 642-0200 or at its web site, www.corr.state.mn.us.
- (b) **LEAD PAINT DISCLOSURE:** Seller has no knowledge of lead-based paint and/or lead-based paint hazards and has no reports or records pertaining to lead-based paint hazards in the housing.
- (c) **METHAMPHETAMINE DISCLOSURE:** To the best of Seller's knowledge Methamphetamine production has not occurred on the Property.
- (d) **SELLER PROPERTY DISCLOSURE STATEMENT:** Buyer is fully aware of the provisions of Minn. Stat. 513.52 thru 513.60 regarding Seller disclosure obligations. Being fully aware of the right to receive a written disclosure, Buyer specifically waives the right to receive the same.
- (e) **RADON DISCLOSURE STATEMENT:** Buyer acknowledges receipt of the Radon Disclosure Statement in the form attached as **Exhibit C**.

**BUYER:**

City of Shoreview, a Minnesota  
Municipal Corporation

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

Its: \_\_\_\_\_

**SELLER:**

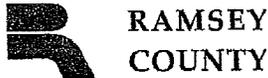
By: Lionel Bourquin  
Lionel Bourquin

By: Lorna Bourquin  
Lorna Bourquin

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The real property located in the County of Ramsey, and State of Minnesota as identified on the attached 2014 Valuation Notice.

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**Property Records & Revenue**  
 Assessor's Office  
 90 W. Plato Boulevard St Paul MN 55107  
 651-266-2131 • [www.co.ramsey.mn.us/prt](http://www.co.ramsey.mn.us/prt)

69156\*283\*\*50\*\*\*0.91\*\*3/3\*\*\*\*\*AUTO\*\*5-DIGIT 55126  
 LIONEL B BOURQUIN  
 LORNA K BOURQUIN  
 795 HIGHWAY 96 W  
 SHOREVIEW MN 55126-1908

## 2014 Valuation Notice

2014 Values for Taxes Payable in **2015**  
 Property tax notices are delivered on the following schedule:  
**Valuation and Classification Notice**

Step	Class: Res Hstd		
1	Estimated Market Value: \$248,800	See Details	
	Homestead Exclusion: \$14,800	Below	<u>263,600</u>
	Taxable Market Value: \$234,000		
Step	Proposed Taxes Notice		
2	Notice of Proposed Taxes Coming November 2014		
Step	Property Tax Statement		
3	Property Tax Statement for taxes Payable in 2015 Coming March 2015		

Property ID: 143023430003  
 Description: SECTION 14 TOWN 30 RANGE 23 04404  
 SUBJ TO HWY THE E 100 FT OF W  
 794 65/100 FT MOL OF S 302 53/  
 100 FT MOL OF SE 1/4 OF SEC 1  
 Property Address:  
 795 HIGHWAY 96  
 SHOREVIEW

**The time to appeal or question your  
 CLASSIFICATION or VALUATION is  
 NOW!**

*It will be too late when proposed taxes are sent.*

### Your Property's Classification(s) and Values

The assessor has determined your property's classification(s) to be:

If this box is checked your classification has changed from last year's assessment.

**Taxes Payable in 2014**  
 (2013 Assessment)  
 Res Hstd

**Taxes Payable In 2015**  
 (2014 Assessment)  
 Res Hstd

The assessor has estimated your property's market value to be:  
**Estimated Market Value:**

**\$259,800**

**\$248,800**

Several factors can reduce the amount that is subject to tax:

Green Acres Value Deferral:	0	0	New Improvements
Plat Deferment:	0	0	included in 2014 Estimated
This Old House Exclusion:	0	0	Market Value:
Disabled Veterans Exclusion:	0	0	\$ 0
Mold Damage Exclusion:	0	0	
Homestead Market Value Exclusion:	13,900	14,800	
<b>Taxable Market Value:</b>	<b>\$245,900</b>	<b>\$234,000</b>	

How to Respond: If you believe your valuation and property class are correct, it is not necessary to contact your assessor or attend any listed meeting. If the property information is not correct, or if you disagree with the values, or you have other questions about this notice, **please contact your assessor first at 651-266-2131 to discuss any questions or concerns.** Often your issues can be resolved at this level. If your questions or concerns are not resolved, more formal appeal options are available. Please read the back of this notice for important information about the appeal options.

**Open Book – Preliminary Market Value Review Meetings**  
 Property Records and Revenue  
 90 West Plato Blvd  
 St Paul MN 55107  
 April 7th, 2014 10:00 am to 7:00 pm  
 April 8th, 2014 8:30 am to 4:00 pm

**County Board of Appeal & Equalization – BY APPOINTMENT ONLY**  
 Property Records and Revenue  
 90 West Plato Blvd  
 St Paul MN 55107  
 June 16th and adjourns on or before June 27th, 2014  
 9:00 am to 5:00 pm or 9:00 am to 7:00 pm by appointment  
**Appeal forms must be postmarked by May 2, 2014**

**Property and Assessment Information is available at:**  
 Department of Property Records and Revenue  
 90 W. Plato Blvd. St. Paul, MN 55107

Business Hours 8:00 am to 4:30 pm  
 or visit our website at: [www.co.ramsey.mn.us/prt](http://www.co.ramsey.mn.us/prt)

**Quintile Notice : Assessors Revaluation Requirement**

Minnesota Statutes §273.01 requires that your Assessor view your property at least once every five years. This review is part of an ongoing revaluation program to ensure the accuracy of our data and to assist us in estimating a fair and equitable value of your property for property tax purposes. County appraisers will visit approximately 32,000 parcels again this year. **We do not mail a separate notice prior to these inspections.**

Appraisal staff carries County identification and will request permissions to view the interior and exterior of your property. If you are not home we will complete an exterior inspection and a notice will be left on your front door notifying you of our visit with any further instructions such as the need for an interior review or verification of information

If you have questions or concerns about this inspection, please call 651-266-2131 M-F 8 am – 4:30 pm or visit [www.co.ramsey.mn.us/prt](http://www.co.ramsey.mn.us/prt)

**Please read the back of this notice for important appeal information**

**EXHIBIT "B"**

No personal property is included.

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## RADON DISCLOSURE

Copyright 2013 by Minnesota State Bar Association, Minneapolis, Minnesota. No copyright is claimed for statutory text. BEFORE YOU USE OR SIGN THIS FORM, YOU SHOULD CONSULT WITH A LAWYER TO DETERMINE THAT THIS FORM ADEQUATELY PROTECTS YOUR LEGAL RIGHTS. Minnesota State Bar Association disclaims any liability arising out of use of this form.

This document, dated 7-31-14, concerns the real property located at:  
[street address] \_\_\_\_\_  
and legally described as: \_\_\_\_\_

## MINNESOTA RADON AWARENESS ACT

Minn. Stat. Section 144.496 (2013)

Subdivision 1. Citation. This section may be cited as the "Minnesota Radon Awareness Act."

Subd. 2. Definitions. (a) The following terms used in this section have the meanings given them.

(b) "Buyer" means a person negotiating or offering to acquire for value, legal or equitable title, or the right to acquire legal or equitable title to residential real property.

(c) "Mitigation" means measures designed to permanently reduce indoor radon concentrations.

(d) "Radon test" means a measurement of indoor radon concentrations according to established industry standards for residential real property.

(e) "Residential real property" means property occupied as, or intended to be occupied as, a single-family residence, including a unit in a common interest community as defined in section 515B.1-103, clause (10), regardless of whether the unit is in a common interest community not subject to chapter 515B.

(f) "Seller" means a person who owns legal or equitable title to residential real property.

(g) "Elevated radon concentration" means a radon concentration at or above the United States Environmental Protection Agency's radon action level.

Subd. 3. Radon disclosure. (a) Before signing an agreement to sell or transfer residential real property, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling. The disclosure shall include:

- (1) whether a radon test or tests have occurred on the real property;
- (2) the most current records and reports pertaining to radon concentrations within the dwelling;
- (3) a description of any radon concentrations, mitigation, or remediation;
- (4) information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
- (5) a radon warning statement meeting the requirements of subdivision 4.

(b) The seller shall provide the buyer with a copy of the Minnesota Department of Health publication entitled "Radon in Real Estate Transactions."

(c) The seller's radon disclosure requirements in this section apply to the transfer of any interest in residential real estate, whether by sale, exchange, deed, contract for deed, lease with an option to purchase, or any other option.

(d) The seller's radon disclosure requirements in this section do not apply to any of the following:

- (1) real property that is not residential real property;
- (2) a gratuitous transfer;
- (3) a transfer made pursuant to a court order;
- (4) a transfer to a government or governmental agency;
- (5) a transfer by foreclosure or deed in lieu of foreclosure;
- (6) a transfer to heirs or devisees of a decedent;

- (7) a transfer from a cotenant to one or more other cotenants;
- (8) a transfer made to a spouse, parent, grandparent, child, or grandchild of the seller;
- (9) a transfer between spouses resulting from a decree of marriage dissolution or from a property settlement agreement incidental to that decree;
- (10) an option to purchase a unit in a common interest community, until exercised;
- (11) a transfer to a person who controls or is controlled by the grantor as those terms are defined with respect to a declarant under section 515B.1-103, clause (2);
- (12) a transfer to a tenant who is in possession of the residential real property; or
- (13) a transfer of special declarant rights under section 515B.3-104.

(e) A seller may provide the written disclosure required under this section to a real estate licensee representing or assisting a prospective buyer. The written disclosure provided to the real estate licensee representing or assisting a prospective buyer is considered to have been provided to the prospective buyer. If the written disclosure is provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must provide a copy to the prospective buyer.

Subd. 4. Radon warning statement. The radon warning statement must include the following language: Radon Warning Statement. "The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator."

"Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

Subd. 5. Liability; transfer not invalidated. (a) A seller who fails to make a radon disclosure as required by this section, and is aware of material facts pertaining to radon concentrations in the dwelling, is liable to the buyer.

(b) A buyer who is injured by a violation of this section may bring a civil action and recover damages and receive other equitable relief as determined by the court. An action under this subdivision must be commenced within two years after the date on which the buyer closed the purchase or transfer of the real property.

(c) This section does not invalidate a transfer solely because of the failure of any person to comply with a provision of this section. This section does not prevent a court from ordering a rescission of the transfer.

Subd. 6. Effective date. This section is effective January 1, 2014, and applies to agreements to sell or transfer residential real property executed on or after that date.

EXHIBIT

C

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**Radon Warning Statement**

"The Minnesota Department of Health strongly recommends that ALL home buyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

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**Seller's Disclosure of Radon**

*Seller, answer each question with a check for "yes" or "no" where indicated or "unknown."*

	Yes	No	Unknown
Seller has knowledge of radon concentrations in the dwelling.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
One or more radon tests have been conducted in the dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Seller has records or reports pertaining to radon concentrations within the dwelling. <i>If Seller has answered "yes," then the most current records and reports pertaining to radon concentrations within the dwelling are attached.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has a mitigation system been installed? <i>If Seller has answered "yes," then information regarding the radon mitigation system, including system description and documentation, is attached.</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Radon concentrations at or above the U.S. Environmental Protection Agency Radon Action Level are known to be present within the dwelling.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Radon concentrations have been mitigated to below the U.S. Environmental Protection Agency Radon Action Level.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Seller(s) signatures: Lionel Bourgeois Lorna Bourgeois

[date] \_\_\_\_\_

Buyer received this Disclosure and the brochure entitled "Radon in Real Estate Transactions" published by the Minnesota Department of Health.

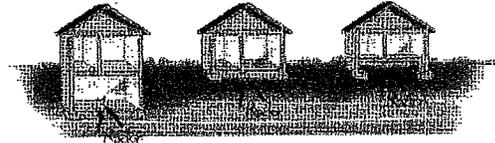
Buyer(s) signatures: \_\_\_\_\_

# Radon in Real Estate Transactions



All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

**It does not matter if the home is old or new** and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates **2 in 5 homes built before 2010** and **1 in 5 homes built since 2010** exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a house. The purpose of this publication is to educate and inform potential home buyers of the risks to radon exposure and how to test for and reduce radon as part of real estate transactions.



## Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, **before signing a purchase agreement to sell or transfer residential real property**, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling.

The disclosure shall include:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon concentrations, mitigation, or remediation;
4. information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
5. a radon warning statement

### Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

## Radon Facts

### How dangerous is radon?

Radon is the **number one cause of lung cancer in non-smokers** and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

### Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, **any home can have high levels of radon.**



### Where does radon come from?

Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.

### I have a new home, aren't radon levels reduced already?

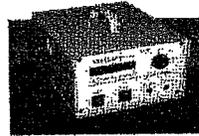
Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

### What is the recommended action based on my results?

If the average radon in the home is at or **above 4.0 pCi/L, the house should be fixed.** Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

### How are radon tests conducted in real estate transactions?

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.



Radon Monitor (CRM)

#### Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous Short-term Testing

#### Second fastest

Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab for analysis.

The two test results are averaged to get the radon level.



Sequential Short-Term Testing

#### Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

## Radon Testing

### House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

**Closed-house conditions:** mean keeping all windows and doors closed, except for normal entry and exit.

**Before Testing:** Begin closed-house conditions at least 12 hours before the start of the radon test.

**During Testing:** Maintain closed-house conditions during the entire duration of the short term test. Operate home heating or cooling systems normally during the test.

### Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types—basement, crawl space, slab-on-grade—a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

### Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH listed professional. This ensures the test was conducted properly, in the correct location and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level the home should be mitigated.

## Radon Mitigation

### Lowering radon in existing homes -- Radon Mitigation

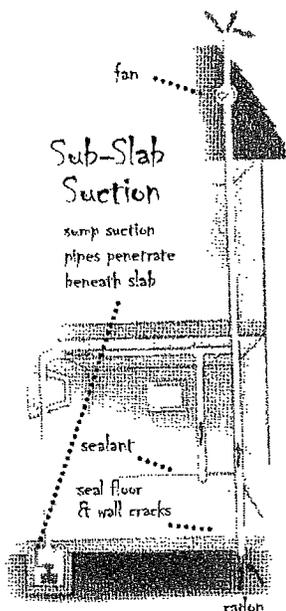
When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

### After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.



Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH listed radon professionals;

### MDH Radon Program

625 Robert St N  
P.O. Box 64975  
St. Paul, MN 55164-0975  
(651) 201-4601  
1(800) 798-9050



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Web: [www.health.state.mn.us/radon](http://www.health.state.mn.us/radon)